

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is entered into by **BARRY SCOTT FOX**, an individual, whose address is 96048 Palm Bluff Dr., Fernandina Beach, Florida 32034 ("SELLER"), and **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the state of Florida, whose address is 96135 Nassau Place, Suite 1, Yulee, Florida 32097 ("BUYER"), for the purchase by BUYER from SELLER of the real property consisting of approximately 0.63 acres of land, more or less, located in Nassau County, Florida, as more particularly described or identified as PARCEL "B" on that survey of First Coast Land Surveyors, Inc. field dated June 16, 2020 as more specifically depicted on **EXHIBIT A** attached hereto and incorporated herein (the "Land").

WITNESSETH

SELLER hereby agrees to sell, and BUYER hereby agrees to buy, the Land on the following terms and conditions:

1. **PURCHASE PRICE:** **\$196,160.60**

PAYMENT:

(a) Earnest Money Deposit: **\$0**
 (which shall be paid by certified or cashier's check and delivered and made payable to Seller at the time of BUYER's execution and delivery of this Agreement, and applied at Closing (defined in Paragraph 6(a))

(b) Balance due at Closing: **\$196,160.60**
 (U.S. wire transfer value dated upon date of sale, subject to adjustments and prorations)

2. **DEED.** It is understood that the Land will be conveyed by SPECIAL WARRANTY DEED to BUYER and subject to current taxes, to be paid by SELLER, any other provision referred to in this Agreement, and all matters apparent from a survey or inspection of the Land or the public records. SELLER shall convey to BUYER any and all mineral rights as they may have in and to the Land. SELLER shall cause a survey of the Land ("Survey") to be made by a registered Florida surveyor and certified and delivered to BUYER, SELLER, and the title company no later than thirty (30) days before the Closing Date (defined in Paragraph 6(b)). The legal description of the Land shall be based on the Survey.

3. **SELLER'S COSTS.** SELLER shall pay prorated amount of ad valorem taxes, if any.

4. **BUYER'S COSTS.** BUYER shall pay all the closing attorney's fees and closing costs, title examination fees, title insurance premium, and all recording or filing fees, including documentary stamps.

5. **TAXES.** Ad valorem taxes for the year of Closing shall be prorated between BUYER and SELLER as of the Closing Date and shall be based on the amount of the latest taxes assessed against the Land, less the maximum discount for early payment. SELLER's prorated ad valorem taxes shall include the Closing Date.

6. **TITLE EXAMINATION AND CLOSING.**

(a) SELLER shall convey to BUYER a good and marketable title to the Land by WARRANTY DEED (as noted in Paragraph 2), subject to the matters previously herein stated and terms herein at closing ("Closing"). BUYER shall have thirty (30) days from date of this Agreement to examine the title of the Land. The parties agree that if the title is such as would permit a nationally-recognized title insurance company mutually agreeable to both parties to insure the title consistent with its underwriting standards, on standard forms, for its usual fee, and subject to exceptions for the items set forth in this Agreement, then said title shall be conclusively presumed to be good and marketable as to all matters covered by said policy and not excepted from it. The title search, title policy, and any title insurance premium shall be at BUYER's sole expense. BUYER shall provide a copy of the title commitment to SELLER within three (3) business days of obtaining the Commitment.

(b) If the title examination shows that SELLER is vested with good and marketable title to the Land, the transaction shall be closed and SELLER and BUYER shall perform the agreements made herein on or before the Closing date of _____, 2023 (the "Closing Date").

(c) If the title examination reveals any defects which render the title of the Land unmarketable, BUYER shall give to SELLER written notice of such defects within fifteen (15) days of BUYER'S obtaining the Commitment. Any defects that BUYER does not timely address with SELLER in writing prior to closing shall be waived by BUYER. SELLER shall have the right to cure the properly noticed defects but shall not be required to do so. If the defects are cured, this transaction shall be closed within the time allowed for Closing hereunder.

(d) If SELLER is unable to convey to BUYER marketable title to the Land in accordance with this Agreement, BUYER shall have the right to (i) abandon any legal or equitable rights in the Land to SELLER, executing a full and complete release of SELLER for all claims arising under or associated with this Agreement or the purchase of the Land, and returning to SELLER any title evidence, surveys or other similar documents received from SELLER and BUYER's copy of this Agreement; or (ii) accept such title with such defects, and close this transaction upon the other terms as stated herein. Those title defects or exceptions contained in the title commitment which have not been cleared prior to the Closing Date shall be listed as permitted exceptions to title on the SPECIAL WARRANTY DEED. These are BUYER's sole and exclusive remedies for failure of SELLER to convey marketable title to BUYER.

(e) The Closing of the purchase and sale of the Land shall be held on the Closing Date at the Office of Andrea Lennon, ESQ located at 3391 S Fletcher Ave, Fernandina Beach, FL 32034 ("Closing Agent"). Time to be set by her office.

7. **DEFAULT BY BUYER OR SELLER.**

(a) **Default by SELLER.** If SELLER shall default in its obligations to close this transaction as provided in this Agreement, BUYER shall be entitled to the provisions of Paragraph 6(d).

8. **RECORDING.** This Agreement shall not be recorded without the express, prior written consent of both parties hereto.

9. **POSSESSION/INSPECTION.**

(a) BUYER shall have the right to enter upon and take possession of the Land from the date of Closing.

(b) **It is understood and agreed that BUYER accepts the Land "AS IS" "WHERE IS" and "WITH ALL FAULTS", without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability, or any other warranty, express or implied, except as specifically provided in this Agreement or in the documents provided at Closing. SELLER specifically disclaims any warranty, guaranty, or representation, oral or written, past or present, express or implied, concerning the Land, except as otherwise provided in this Agreement. This specifically includes but is not limited to (i) the present or future physical conditions or suitability of the Land; (ii) the availability of roadway access, water, sewer, or electrical, gas or other utility services; (iii) the location of the Land or any portion thereof within any flood plain, evacuation zone, flood-prone area, or watershed; or (iv) applicable federal, state or local land use restrictions, regulations or covenants. BUYER acknowledges that BUYER is acquiring the Land based solely upon BUYER's own independent investigation and findings concerning the Land.**

The provisions of this Paragraph 9(b) shall survive Closing or any termination of this Agreement.

10. **REPRESENTATIONS AND WARRANTIES OF SELLER.** SELLER hereby represents and warrants to BUYER that:

(a) The persons who have or will have executed and/or delivered this Agreement, the deed of conveyance, any assignments and any and all other instruments, affidavits, certified resolutions and any other documents shall be or have been duly authorized to do so; and

(b) It is not a party to any actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, affecting any portion of the Land or relating to or arising out of the ownership of the Land, in any court or before or by any federal, state, or local agency or other governmental instrumentality; there are no such actions, suits or proceedings pending; and

(c) The execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by SELLER of any provisions of any agreement or other instrument to which it is a party or to which it may be

subject although not a party, or result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against SELLER; and

(d) SELLER has not engaged any broker or agent in connection with the sale of the Land; except as herein disclosed, and SELLER will indemnify, defend and hold harmless BUYER from any claims, losses, damages, suits or proceedings, including attorneys' fees, for commissions, fees or comparable brokerage arrangements arising by or under SELLER, from any person or entity whatsoever, including but not limited to the following designated procuring and affiliated Broker(s): [None]

This Section 10 shall survive Closing or any termination of this Agreement.

11. **REPRESENTATIONS AND WARRANTIES OF BUYER.** BUYER hereby represents and warrants to SELLER that:

(a) It is a County Government, validly existing and in good standing under the laws of the State of Florida; and

(b) It has the authority and power to enter into and carry out the terms of this Agreement; and

(c) The persons who have or will have executed and/or delivered this Agreement, and any and all other instruments, affidavits, certified resolutions and other documents required or permitted hereunder have been duly authorized and empowered to do so; and

(d) The execution and delivery of this Agreement and the transactions contemplated herein have been duly authorized; and

(e) It has not engaged any broker or agent in connection with the purchase of the Land.

This Section 11 shall survive Closing or any termination of this Agreement.

12. **CONDITIONS TO SELLER'S OBLIGATIONS.** The obligations of SELLER hereunder are subject to satisfaction of the following conditions as of the date of Closing:

(a) The representations and warranties of BUYER contained herein shall be true and correct in all material respects and SELLER shall have received a certificate from the County Attorney to such effect, if timely requested.

(b) BUYER shall not be in material default of any of its obligations under this Agreement.

13. **CONDITIONS TO OBLIGATIONS OF BUYER.** The obligations of BUYER hereunder are subject to satisfaction of the following conditions as of the date of Closing:

(a) The representations and warranties of SELLER contained herein shall be true and correct in all material respects and BUYER shall have received an appropriate certificate or affirmation of BUYER's authority to effectuate the terms of this Agreement.

(b) SELLER shall not be in material default of any of its obligations under this Agreement.

14. **ENVIRONMENTAL ACCOUNTABILITY.**

(a) This transaction is a commercial transaction and is sold and purchased by and between an individual and County Government.

(b) SELLER has no express actual knowledge of any claim or notice of violation of any federal, state or local law, regulation or ordinance governing the use, handling, storage or disposition at or upon the Land of any Hazardous Materials.

(c) For purposes of this Agreement the following terms shall have the following meanings:

(i) "Environmental Laws" shall mean all federal, state and local laws, statutes, regulations, ordinances, applicable agency guidance, administrative and judicial determinations relating to the protection of the environment, safety and health, or to any Hazardous Material, including, without limitation, CERCLA, the Resource Conservation and Recovery Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act and all laws pertaining to reporting, licensing, permitting, investigation or remediation of releases or threatened releases of Hazardous Materials as well as their counterpart state authorities, whether in effect as of the date of closing or subsequent thereto.

(ii) "Hazardous Materials" shall mean all household waste or trash, construction debris, hazardous, toxic, explosive, radioactive or harmful materials, wastes, pollutants, contaminants or substances of any kind or nature that are regulated pursuant to any Environmental Law.

This Section 14 shall survive Closing or any termination of this Agreement.

15. **GOVERNING LAW.** This Agreement, and any ancillary agreements, shall be governed by and enforced in accordance with the laws of the State of Florida.

16. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement between SELLER and BUYER with respect to the purchase and sale of the Land, including all prior communications, whether in person, in writing, or via SELLER's website or otherwise, and the terms of this Agreement may be amended only in writing and signed by both SELLER and BUYER.

17. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

18. **NOTICES**. Notices required or permitted by this Agreement shall be given to BUYER at:

County Manager
Nassau County, Florida
96135 Nassau Place, Suite 1
Yulee, Florida 32097

with a copy to:

County Attorney
Nassau County, Florida
96135 Nassau Place, Suite 6
Yulee, Florida 32097

and to SELLER at:

Barry Scott Fox
96048 Palm Bluff Dr.
Fernandina Beach, Florida 32034

Any notice or demand which must or may be given under this Agreement or by law shall be in writing or by electronic facsimile or mail and shall be deemed to have been given when delivered either by verified electronic facsimile or mail, personal delivery, by means of an overnight courier delivery service (such as Federal Express) or by certified mail, return receipt requested, full postage prepaid, addressed to the respective parties at the addresses stated herein. The foregoing addresses may be changed by the giving of a written notice as provided in this paragraph.

19. **TIME OF ESSENCE**. Time shall be of the essence in this Agreement.
20. **NO ASSIGNMENT**. The rights of BUYER hereunder may not be assigned by BUYER without the express signed written consent of SELLER, and any attempt to do so shall be void.
21. **BINDING EFFECT**. This Agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns of SELLER and BUYER, when executed by both SELLER and BUYER. The term "BUYER" shall include any permissible assignee of BUYER.
22. **WAIVER**. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof; provided, however, that any party may, at its sole option, waive any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other terms and provisions of this Agreement.
23. **JOINT AND SEVERAL OBLIGATIONS**. If there is more than one BUYER, the agreements, obligations and representations herein shall be jointly and severally binding on each BUYER.

24. **DISCLAIMER.** SELLER HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LAND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY RELATING TO THE CONDITION OF THE LAND, ITS SUITABILITY FOR BUYER'S PURPOSES OR THE STATUS OF THE LAND UNDER LOCALLY APPLICABLE LAW. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, THE LAND IS TO BE CONVEYED BY SELLER AND ACCEPTED BY BUYER AS IS, WHERE IS AND WITH ALL FAULTS AS OF THE TIME OF CLOSING.

25. **EXHIBITS AND INCORPORATED PROVISIONS.** This Agreement includes and incorporates the following additional documents, which are incorporated herein by this reference:

EXHIBIT "A" The Legal Description

26. **EFFECTIVE DATE.** When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the date upon which both BUYER and SELLER have executed this Agreement.

27. **SURVIVING PROVISIONS.** The provisions of Paragraphs 9(b), 10, 11, 12, 13, 24, 27, and other obligations of the parties not actually carried out by the time of Closing and noted on the closing statement or other agreement executed by the parties at Closing, shall survive the Closing and not be merged into the deed of conveyance. All other provisions of this Agreement shall be merged into the delivery of the deeds of conveyance and shall not survive Closing.

28. **LITIGATION PROVISION.** BUYER and SELLER acknowledge and agree that if the Closing does not occur, SELLER retains any and all rights and remedies against BUYER arising from or out of the Property, development rights and claims against BUYER with respect to the Property and SELLER's ownership of the Property. Likewise, BUYER retains any and all defenses to any such rights and remedies of SELLER. In any such event, this Agreement shall not be in whole or in part used by BUYER as a bar to any such rights and remedies of SELLER. If the Closing does occur, SELLER shall execute a release as part of the Closing in the form attached hereto as Exhibit "B".

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective
Date. 2/23/2023

SELLER:

BARRY SCOTT FOX,

Maria Gorton
WITNESS

By: Barry Scott Fox
Name: Barry Scott Fox

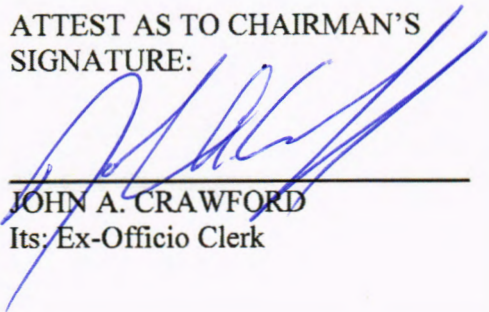
BUYER:

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**



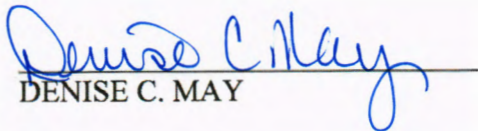
KLYNT FARMER
Its: Chairman

**ATTEST AS TO CHAIRMAN'S
SIGNATURE:**



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney

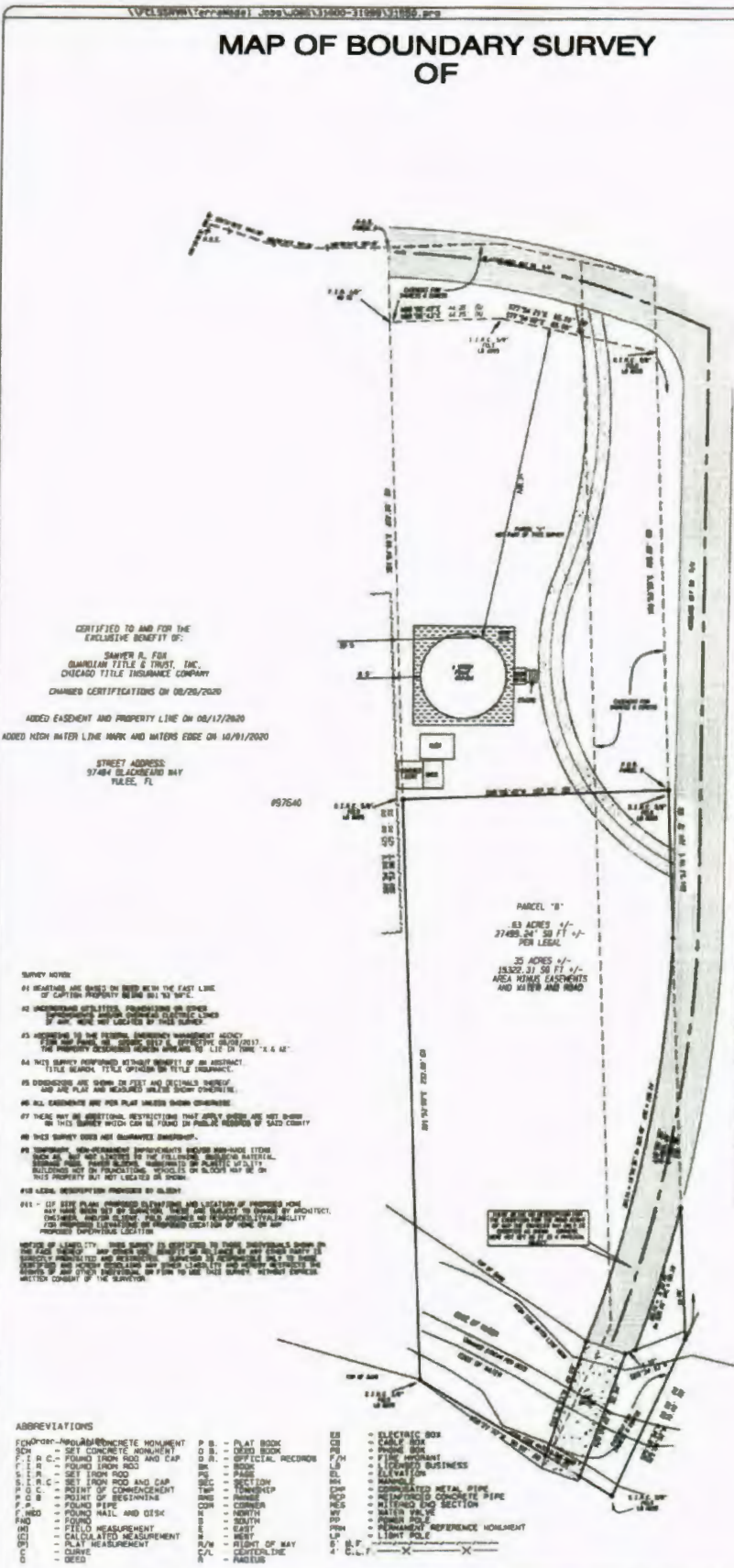
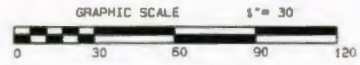


DENISE C. MAY

[Exhibit follows below]

EXHIBIT A TO PURCHASE AND SALE AGREEMENT
(Survey Description or Depiction of the Land)

MAP OF BOUNDARY SURVEY OF



CERTIFIED TO AND FOR THE EXCLUSIVE BENEFIT OF:
SAWYER R. FOX
GUARDIAN TITLE & TRUST, INC.
CHICAGO TITLE INSURANCE COMPANY
CHANGED CERTIFICATIONS ON 08/26/2020

ADDED EASEMENT AND PROPERTY LINE ON 08/17/2020
ADDED HIGH WATER LINE MARK AND MATERS EDGE ON 10/19/2020
STREET ADDRESS:
3748W BLUEBEARD WAY
TULACE, FL 32976

DESCRIPTION: PARENT TRACT
A TRACT OF LAND KNOWN AS LOT NUMBER FIFTY-NINE (59) OF AN UNINCORPORATED SUBDIVISION KNOWN AS PEARLE'S MOOR, BEING A PORTION OF SECTION FORTY-THREE (43), TOWNSHIP THREE (3) NORTH, RANGE TWENTY-EIGHT (28) EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT REFERENCE POINT NO. ONE (1) AS DESCRIBED IN OFFICIAL RECORDS VOLUME 193, PAGE 404, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, RUN THENCE NORTH TWENTY-SIX (26) DEGREES, TEN (10) MINUTES, FIFTY (50) SECONDS EAST, ALONG THE EASTERN RIGHT OF WAY OF A GRADED ROAD, NINE HUNDRED EIGHTY AND EIGHTY-FIVE HUNDREDS (985.5) FEET TO A POINT, THENCE SOUTH SEVENTY-TWO (72) DEGREES, ELEVEN (11) MINUTES, FIFTY-TWO (52) SECONDS EAST ALONG THE CENTERLINE OF A ROAD KNOWN AS BLACKBARD'S WAY, ONE THOUSAND FIVE HUNDRED FORTY-ONE AND NINETY-EIGHT HUNDREDS (1541.98) FEET TO A POINT OF CURVE, SAID CURVE HAVING A RADIUS OF NINE HUNDRED EIGHTY-FIVE AND THIRTY-SEVEN HUNDREDS (985.37) FEET, THENCE ALONG THE CURVE HAVING A CHORD DISTANCE OF THREE HUNDRED TWENTY-SEVEN AND TWO TENTHS (327.20) FEET ON A BEARING OF SOUTH EIGHTY-TWO (82) DEGREES, TWO (2) MINUTES, FIFTY-FOUR (54) SECONDS EAST, TO THE POINT OF TANGENT OF SAID CURVE, THENCE NORTH EIGHTY-EIGHT (88) DEGREES, SIX (6) MINUTES, FOUR (4) SECONDS EAST, SIX (6) HUNDRED TWENTY-SEVEN AND FOUR TENTHS (627.40) FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH EIGHTY-EIGHT (88) DEGREES, SIX (6) MINUTES, FOUR (4) SECONDS EAST, FORTY-FOUR (44) SECONDS EAST, TO THE INTERSECTION OF THE CENTERLINE OF A ROAD KNOWN AS MORGAN'S CIRCLE, THENCE SOUTH ONE (1) DEGREE, FIFTY-THREE (53) MINUTES, FIFTY-NINE (59) SECONDS EAST THREE HUNDRED TWENTY-SEVEN (327) FEET, THENCE SOUTH TWENTY-FIVE (25) DEGREES, EIGHT (8) MINUTES, FIFTY-ONE (51) SECONDS WEST SEVENTY (70) FEET, MORE OR LESS, TO THE CENTERLINE OF AN UNGRADED STREAM, THENCE IN A NORTH-WESTERLY DIRECTION ALONG THE CENTERLINE OF A STREAM EIGHTY-FIVE (85) FEET, MORE OR LESS, TO A POINT THAT LIES ON A BEARING OF SOUTH ONE (1) DEGREE, FIFTY-THREE (53) MINUTES, FIFTY-SIX (56) SECONDS EAST FROM THE POINT OF BEGINNING, THENCE RUN NORTH ONE (1) DEGREE, FIFTY-THREE (53) MINUTES, FIFTY-SIX (56) SECONDS WEST, FOUR HUNDRED TWENTY-FIVE (425) FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE NORTHERLY & EASTERLY 30 FEET OF THE ABOVE-MENTIONED LANDS, ARE SUBJECTED TO A 30 FOOT NON-EXCLUSIVE EASEMENT FOR ENGINEER'S EGRESS PURPOSES ONLY.
LESS AND EXCEPT THAT PORTION OF THE ABOVE LOTS WITHIN THE RIGHT OF WAY OF MORGAN'S WAY.

DESCRIPTION: PARCEL "B" (PROPOSED LEGAL)
ALL THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND LYING NORTH OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE EAST LINE OF SAID TRACT OF LAND LYING 708.20 FEET SOUTHWEST OF THE NORTHEAST CORNER OF SAID TRACT AND RUNNING SOUTH 89° 47' 14" W A DISTANCE OF 307.33 FEET TO A POINT ON THE WEST LINE OF SAID TRACT AND THE CORNERS OF SAID LINE:

A TRACT OF LAND KNOWN AS LOT NUMBER FIFTY-NINE (59) OF AN UNINCORPORATED SUBDIVISION KNOWN AS PEARLE'S MOOR, BEING A PORTION OF SECTION FORTY-THREE (43), TOWNSHIP THREE (3) NORTH, RANGE TWENTY-EIGHT (28) EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE COMMENCE AT REFERENCE POINT NO. ONE (1) AS DESCRIBED IN OFFICIAL RECORDS VOLUME 193, PAGE 404, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, RUN THENCE NORTH TWENTY-SIX (26) DEGREES, TEN (10) MINUTES, FIFTY (50) SECONDS EAST, ALONG THE EASTERN RIGHT OF WAY OF A GRADED ROAD, NINE HUNDRED EIGHTY AND EIGHTY-FIVE HUNDREDS (985.5) FEET TO A POINT, THENCE SOUTH SEVENTY-TWO (72) DEGREES, ELEVEN (11) MINUTES, FIFTY-TWO (52) SECONDS EAST ALONG THE CENTERLINE OF A ROAD KNOWN AS BLACKBARD'S WAY, ONE THOUSAND FIVE HUNDRED FORTY-ONE AND NINETY-EIGHT HUNDREDS (1541.98) FEET TO A POINT OF CURVE, SAID CURVE HAVING A RADIUS OF NINE HUNDRED EIGHTY-FIVE AND THIRTY-SEVEN HUNDREDS (985.37) FEET, THENCE ALONG THE CURVE HAVING A CHORD DISTANCE OF THREE HUNDRED TWENTY-SEVEN AND TWO TENTHS (327.20) FEET ON A BEARING OF SOUTH EIGHTY-TWO (82) DEGREES, TWO (2) MINUTES, FIFTY-FOUR (54) SECONDS EAST, TO THE POINT OF TANGENT OF SAID CURVE, THENCE NORTH EIGHTY-EIGHT (88) DEGREES, SIX (6) MINUTES, FOUR (4) SECONDS EAST, SIX (6) HUNDRED TWENTY-SEVEN AND FOUR TENTHS (627.40) FEET, THENCE CONTINUE NORTH EIGHTY-EIGHT (88) DEGREES, SIX (6) MINUTES, FOUR (4) SECONDS EAST, FORTY-FOUR (44) SECONDS EAST, TO THE INTERSECTION OF THE CENTERLINE OF A ROAD KNOWN AS MORGAN'S CIRCLE, THENCE SOUTH ONE (1) DEGREE, FIFTY-THREE (53) MINUTES, FIFTY-NINE (59) SECONDS EAST, ONE HUNDRED SEVENTY-SIX AND TWENTY-NINE THIRDS (176.29) FEET TO THE POINT OF BEGINNING, THENCE SOUTH TWENTY-FIVE (25) DEGREES, EIGHT (8) MINUTES, FIFTY-ONE (51) SECONDS WEST, SEVENTY (70) FEET, MORE OR LESS, TO THE CENTERLINE OF AN UNGRADED STREAM, THENCE RUN NORTH ONE (1) DEGREE, FIFTY-THREE (53) MINUTES, FIFTY-SIX (56) SECONDS WEST, FOUR HUNDRED TWENTY-FIVE (425) FEET, MORE OR LESS, TO THE CENTERLINE OF AN UNGRADED STREAM TO THE POINT OF BEGINNING.

THE NORTHERLY & EASTERLY 30 FEET OF THE ABOVE-MENTIONED LANDS, ARE SUBJECTED TO A 30 FOOT NON-EXCLUSIVE EASEMENT FOR ENGINEER'S EGRESS PURPOSES ONLY.
LESS AND EXCEPT THAT PORTION OF THE ABOVE LOTS WITHIN THE RIGHT OF WAY OF MORGAN'S WAY.

- SURVEY NOTES:
#1 BEARING LINE BASED ON BEARING WITH THE EAST LINE OF CAPTION PROPERTY BEING 90 TO 270°.
#2 DIMENSIONS AND SETTING, TRANSFERRED OR OTHER DIMENSIONS, MEASUREMENTS, OR OTHER DIMENSIONS OF ANY KIND.
#3 ACCORDING TO THE RECORD, ENGINEERING MANAGEMENT AGENCY FOR THE STATE OF FLORIDA, EFFECTIVE 08/26/2020, THE PROPERTY LINES OF PARCEL "A" AND "B" ARE AS SHOWN.
#4 THIS SURVEY PERFORMED WITHOUT BENEFIT OF AN ABSTRACT, TITLE SEARCH, TITLE OPINION OR TITLE GUARANTEE.
#5 DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF AND ARE PLAT AND MEASURED UNLESS SHOWN OTHERWISE.
#6 ALL EASEMENTS ARE PER PLAT UNLESS SHOWN OTHERWISE.
#7 THERE MAY BE ADDITIONAL RESTRICTIONS THAT APPLY HEREIN OR SET FORTH IN THIS SURVEY WHICH CAN BE FOUND IN PUBLIC RECORDS OF SAID COUNTY.
#8 THIS SURVEY DOES NOT GUARANTEE DIMENSIONS.
#9 THIS SURVEY, MEASUREMENTS, DIMENSIONS, AND LOCATIONS OF PROPOSED POINTS MAY HAVE BEEN SET BY SURVEYORS, AND BE SUBJECT TO CHANGE BY PROXY, CHANGES, MEASUREMENT, AND/OR OTHER MEASUREMENTS, DIMENSIONS, OR LOCATIONS OF PROPOSED POINTS.
#10 LEGAL DESCRIPTION PROVIDED BY CLIENT.
#11 - IF THE PLAT PROPOSED DIMENSIONS AND LOCATIONS OF PROPOSED POINTS MAY HAVE BEEN SET BY SURVEYORS, AND BE SUBJECT TO CHANGE BY PROXY, CHANGES, MEASUREMENT, AND/OR OTHER MEASUREMENTS, DIMENSIONS, OR LOCATIONS OF PROPOSED POINTS.
NOTES: THIS SURVEY IS SUBJECT TO THE INDIVIDUALS' SIGNATURE OF THE PLAT. THE SURVEYOR'S SIGNATURE IS NOT VALID UNLESS IT IS SET BY THE SURVEYOR AND THE SURVEYOR'S SIGNATURE IS NOT VALID UNLESS IT IS SET BY THE SURVEYOR AND THE SURVEYOR'S SIGNATURE IS NOT VALID UNLESS IT IS SET BY THE SURVEYOR.

ABBREVIATIONS

CONC-CONCRETE MONUMENT	P.B. - PLAT BOOK	EB - ELECTRIC BOX
CR - CEMENT ROD	D.B. - DEED BOOK	CB - CABLE BOX
F.I.C. - FOUND IRON ROD AND CAP	O.R. - OFFICIAL RECORD	PH - PHOTOGRAPH
F.I.R. - FOUND IRON ROD	BM - BENCH MARK	P.N. - PLAIN NAIL
S.I.C. - SET IRON ROD AND CAP	PL - PLAT	LB - LEAD BUSH
S.I.R. - SET IRON ROD	PLG - PLAIN LEG	EL - ELEVATION
P.O.C. - POINT OF COMMENCEMENT	SEC - SECTION	W.P. - WIRE PIPING
P.O.B. - POINT OF BEGINNING	CONP - CONCRETE PIPE	CM - CORRUGATED METAL PIPE
P.O.P. - POINT OF PIVOT	CONC - CONCRETE	CCP - CORRUGATED CONCRETE PIPE
P.M.D. - FOUND NAIL AND DISK	CORNER - CORNER	AL - ALLIUM LAMP SECTION
P.M. - FOUND NAIL	N - NORTH	MY - METER
P.M.D. - FOUND NAIL AND DISK	E - EAST	RP - REMAINING REFERENCE MONUMENT
PH - PHOTOGRAPH	S - SOUTH	LP - LIGHT POLE
(M) - FIELD MEASUREMENT	R/W - RIGHT OF WAY	S.B.P. - SURVEYOR'S BENCH MARK
(C) - CALCULATED MEASUREMENT	CENTR - CENTERLINE	LP - LIGHT POLE
(P) - PLAT MEASUREMENT	N - NORTH	S.B.P. - SURVEYOR'S BENCH MARK
(D) - DEED	N - NORTH	S.B.P. - SURVEYOR'S BENCH MARK

BOUNDARY SURVEY BLACKBEARDS WAY

Order No: 31689 FIELD DATE: 08/18/2020
Scale: 1" = 30' DATA COLLECTOR:
Township: South Surveyor: 31689 PARCEL A
Range: East REVEALED BY: 10A
Checked BY: HF

FIRST COAST LAND SURVEYORS, INC.
LAND SURVEYORS AND MAPPERS
LICENSED BUSINESS NO. 8225
3181 S. ST. JOHN BLUFF ROAD S. JACKSONVILLE, FL 32246
TELEPHONE: (904) 770-7700 FAX: (904) 770-7704
WWW.FIRSTCOASTLANDSURVEYORS.COM

EXHIBIT B TO PURCHASE AND SALE AGREEMENT
Release

RELEASE

The undersigned, **BARRY SCOTT FOX**, hereinafter referred to as "Releasor," for and in consideration of the sum of ONE HUNDRED NINETY SIX THOUSAND ONE HUNDRED SIXTY DOLLARS AND SIXTY CENTS (\$196,160.60), cash in hand paid to Releasor and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Releasor, does hereby and by these presents for his heirs, personal representatives, successors and assigns, and for anyone claiming by or through or under Releasor, fully remise, release, acquit, and forever discharge, **NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, its successors, assigns, officers, agents, attorneys, employees and commissioners, hereinafter referred to as the "Released Party", of and from any and all rights, claims, demands, damages, action and causes of action, of any nature whatsoever, whether arising at law or in equity, which Releasor may have had, may now have, or may hereafter have, against the said Released Party arising from or out of Releasor's ownership, use and development of approximately .63 acres, more or less, of vacant land located at 97299 Morgan's Way, Yulee, Florida 32097, having RE Parcel Number 43-3N-28-509A-0059-0010, hereinafter referred to as the Property.

It is understood and agreed that the receipt by Releasor of the above-mentioned consideration and the execution of this Release is not to be considered an admission of liability on the part of the Released Party but is in full settlement of disputed claims on which liability has been and is denied.

This Release is specifically limited to the Property matter described above and is not and shall not be construed as a general release as to any business dealings or other matters, whether in the past, now or in the future, between Releasor and the Released Party.

This Release is expressly conditioned on closing of the sale of the Property from the Releasor to the Released Party. This Release shall only be effective on: (1) closing of the sale of the Property from Releasor to the Released Party; and (2) Released Party's full and timely payment to the Releasor of the consideration set forth in the Purchase and Sale Agreement ("PSA") between Releasor and Released Party dated _____, 2023. In the event the PSA is not executed, is cancelled or the transaction described in the PSA otherwise does not close, this Release shall be void and of no force or effect.

IN WITNESS WHEREOF, the undersigned has executed this Release this ____ day of _____, 2023.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence online notarization, this ____ day of _____, 2023, by BARRY SCOTT FOX, who is [] personally known to me, or [] who has produced _____ as identification.

Signature of Notary Public

Print, Type or Stamp Name of Notary