

CS-23-072

NASSAU COUNTY AGREEMENT/CONTRACT NO. _____

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT ("Agreement") is made this 11th day of December, 2023, by and between **Nassau County**, a political subdivision of the State of Florida, with an address of 96135 Nassau Place, Suite 1, Yulee, Florida 32097 (the "County"), and **US 1 Properties, LLC**, a Florida Limited Liability Company, whose address is P.O. Box 626, Callahan, FL 32011 (the "Seller"). (County and the Seller are sometimes hereinafter individually referred to as a "Party" or collectively as the "Parties").

RECITALS:

Seller is the owner of a certain parcel of real property located in Nassau County, Florida, known as Parcel ID No. 29-2N-25-0000-0010-0000. The County desires Seller's property in order to locate and construct civic, retail, and service facilities to better service the community. Seller desires to sell its property to the County and the County is willing to purchase the Property from Seller upon the terms and conditions hereinbelow set forth.

For and in consideration of the mutual covenants, agreements, and Purchase Price set forth herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged by the Parties hereto, the County and Seller hereby covenant and agree as follows:

1. **Property.** The Seller hereby agrees to sell, and the County hereby agrees to buy, for the consideration and on the terms and conditions hereinafter set forth, that certain real property as described below and herein referred to as the "Property":

Parcel ID No. 29-2N-25-0000-0010-0000, which is more particularly described in **Exhibit 1** attached hereto and by reference incorporated herein; consisting of approximately 3.78 acres subject to final survey.

2. **Purchase Price.** The purchase price ("Purchase Price") for the Property, to be paid by the County at Closing and only in the event of Closing, is \$1,602,720.00 subject to final survey and appraisal and shall be delivered as follows:

Payment:

- (a) Earnest Money Deposit: **\$50,000.00**
 (which shall be paid by certified or cashier's check and delivered to Escrow Agent upon the Effective Date as defined in Paragraph 15 below.
 Credit shall be applied to County on Closing Date.
- (b) Balance due at Closing: **\$1,552,720.00**
 (U.S. wire transfer value dated upon date of sale, subject to credits, adjustments, and prorations)

3. Escrow, Title and Closing Agent:

All Earnest Money Deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Timothy P. Kelly, PA
1016 Lasalle St.
Jacksonville, FL 32207
Donna@tkellypa.com
904-399-3705

4. Other Costs:

Upon Closing Date, the County shall also pay: (i) the cost of any property appraisal; (ii) the cost of any Survey; and (iii) the costs of any environmental studies or other due diligence by the County.

Upon Closing Date, the Seller shall pay: (i) all costs to prepare and record any documents necessary to cure any title defect including the cost to obtain any satisfaction of mortgage or lien, or release of covenants and restrictions, if applicable; (ii) any property taxes for the Property, prorated to Closing Date; (iii) the costs of recording the Deed delivered hereunder and documentary stamps on the Deed; (iv) the costs of the title search and title exam; (v) licensee or brokerage fees pursuant to Paragraph 24. Below; and (vi) the title insurance policy premium, including endorsements, and related title expenses pertaining to the owner's title commitment.

County and Seller agree that the Purchase Price will be \$424,000.00 per acre subject to property appraisal to be conducted by County. The Seller agrees to reduce the Purchase Price to the adjusted price if it is determined at any time prior to Closing Date that the parcel is less than 3.78 acres.

Except as provided above, each Party shall pay its own attorneys or other consultants. All other costs incurred at Closing shall be borne by the Parties in accordance with the custom and usage in Nassau County, Florida.

The terms and obligations imposed in this Section 4. shall survive the closing of this purchase and sale transaction.

5. Survey and Title Insurance.

(a) Within sixty (60) days following the Effective Date of this Agreement, the County shall procure a current boundary survey of the Property (the "Survey"), certified within thirty days of delivery, prepared from an on-the-ground inspection by a land surveyor registered or licensed in the State of Florida showing thereon the correct legal metes and bounds description and total acreage of the Property and its proper dimensions.

(b) Within sixty (60) days following the Effective Date of this Agreement, the Seller shall procure a commitment for a fee owner's title insurance policy covering the Property in the amount of the Purchase Price, (the "Title Commitment"), issued by a title insurer acceptable to the County. In the event of Closing, the Seller shall be responsible for satisfying all the requirements of the Title Commitment and causing a fee owner's title insurance policy to be issued in the name of the County in accordance with the Title Commitment.

(c) The County shall have ten (10) days after the County is in receipt of both the Survey and the Title Commitment to examine the same and determine the nature of any defects in title and/or in the state of facts disclosed by the Survey. If the title to all or part of the Property is subject to liens, mortgages, encumbrances, easements, judgments, conditions, covenants, defects or restrictions other than those excepted in this Agreement, or in the event of any encroachment or other defect disclosed by the Survey, the County shall give notice to the Seller of such defects, which notice shall automatically extend the Closing Date by sixty (60) days and provide the Seller a period of sixty (60) days after receipt of such written notice within which to cure, at the Seller's sole expense, any such defect, lien, encumbrance, easement, condition, restriction, or encroachment, so that the same shall not appear as an exception in the title insurance policy to be issued under the Title Commitment. If the Seller does not cure such defects of which it has been notified within said sixty (60) day period, the County may terminate this Agreement upon notice to the Seller, or the County may close this transaction notwithstanding the defects, at its sole option. In the event County chooses to terminate this Agreement, all Earnest Money Deposits shall be refunded to County. The Seller may elect to have any outstanding mortgages or liens on the Property paid and satisfied at the Closing from the Purchase Price otherwise due to the Seller. The period of time provided in this Agreement for the occurrence of Closing shall be extended for the minimum period of time necessary to give effect to this subparagraph.

(d) Seller hereby covenants that at the Closing there shall have been no change in the condition of the title to the Property as previously approved by the County.

6. Conditions and Limitations.

(a) This Agreement is subject to the final approval of the Nassau County Board of County Commissioners after a public hearing held at least five (5) days after public notice. Through the date of such hearing on or before December 11, 2023, this Agreement shall be binding upon the Seller upon its due execution by Seller and delivery to the County as an irrevocable offer. If the County fails to hold such hearing on or before such date, or if the County elects not to approve this Agreement at such hearing for whatever reason in its sole discretion, then the County shall have no obligations to the Seller, and the Seller shall have no recourse against the County and each Party shall go hence without day, and the offer shall be deemed revoked. In such event, any Earnest Money Deposit paid shall be refunded to the Board of County Commissioners. If the Board of County Commissioners shall approve this Agreement at such hearing, then this Agreement shall become effective and binding on the County upon the date thereof, which date shall be deemed the "Effective Date" of this Agreement.

(b) Closing shall occur within ninety (90) days after Board approval, on a date specified by the County upon not less than ten (10) days' written notice to Seller, unless extended due to Survey or title defects at issue per subparagraph 5(c) above or by mutual agreement in writing signed by the Parties (the "Closing Date"), at the offices of the Escrow Agent defined in Paragraph 3. above or any other place which is mutually acceptable to the Parties. Without limiting the foregoing, Closing may take place by mail or courier.

(c) Seller is responsible for all taxes due on the property up to, but not including the day of Closing in accordance with Section 196.295, Florida Statutes. At Closing, Seller will pay to the County or the Escrow Agent, by credit to the Purchase Price or otherwise, Seller's pro rata share of all taxes, assessments and charges as determined by the Nassau County Property Appraiser, the Nassau County Tax Collector and/or other applicable governmental authority.

(d) Seller is responsible for delivering marketable title to the County. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to the County ("Permitted Exceptions"). Seller shall be liable for any encumbrances not disclosed in the public records or arising after Closing as a result of actions of the Seller. Title shall transfer as of the Closing Date and Seller shall deliver possession of the Property to the County at Closing free of any tenancies, occupants, or personal property.

(e) At the Closing, Seller shall execute and deliver to the County a Warranty Deed (the "Deed") in substantially the form and content attached hereto as **Exhibit 2** and incorporated herein by reference, conveying marketable record title to the Property to the County, subject only to the Permitted Exceptions. In the event any mortgage, lien or other encumbrance encumbers such Property at Closing and is not paid and satisfied by Seller, such mortgage, lien, or encumbrance shall, at the County's election, be satisfied and paid with the proceeds of the Purchase Price.

(f) If ownership of the Property is held in a partnership, limited partnership, corporation, trust, or any form of representative capacity specified in Section 286.23, Florida Statutes, Seller shall execute and deliver an affidavit in substantially the form and content attached hereto as **Exhibit 3** and incorporated herein by reference. Seller shall also execute a closing statement, an owner's affidavit including matters referenced in Section 627.7842(b), Florida Statutes, and such other documents as needed to convey marketable record title as provided.

7. Due Diligence Period and County's Entry on Property.

(a) County will, at County's expense and within ninety (90) days ("Due Diligence Period") after Effective Date and in County's sole and absolute discretion, determine whether the Property is suitable for County's intended use. During the Due Diligence Period, County may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that County deems necessary to determine to County's satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other Inspections the County deems appropriate.

(b) If the Property must be rezoned, County will obtain the rezoning from the appropriate government agencies. Seller will sign all documents County is required to file in connection with development or rezoning approvals.

(c) After the Effective Date and for as long as this Agreement is in effect and provided that the Property is not damaged and is left in a clean and safe condition, the Seller hereby gives permission to the County or its agents to enter upon any portion of the Property to conduct, at the County's sole expense, any and all Inspections along with such tests as the County may choose to perform including, but not limited to, environmental testing, topographic surveys, core borings, soil test pits and load bearing tests as may be required by the County to determine the physical characteristics of the substrata of the Property. The County shall not be required to restore the Property substantially to its condition immediately prior to such tests unless the Closing does not occur in which case, the County will restore the Property substantially to its condition immediately prior to such tests.

(d) In the event any of the referenced testing reveals that the Property is not suitable for the purposes of building civic, retail, and service facilities as designed by the County on it or there exists the possible existence of Hazardous Substances related to the Property, then the County, at its sole discretion, may terminate this Agreement.

(e) Notwithstanding termination by the County and without waiving and subject to and within the limitations set forth in Section 768.28, Florida Statutes, the County shall indemnify and save harmless and defend the Seller from and against any and all claims, suites, actions, damages, liabilities, expenditures or causes of action of whatsoever kind to the extent caused by the County's actions to determine the physical characteristics of the Property, including but not limited to, environmental testing, topographic surveys, core borings, soil tests pits and load bearing tests except for the discovery of conditions not created by the County. Nothing herein is intended to serve as a waiver of the County's sovereign immunity nor does it extend the County's liability beyond the limits established in Section 768.28, Florida Statutes. Additionally, nothing herein will be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement.

8. Eminent Domain.

a) On the date of the Closing, the Property shall be in the same condition as it now is in, except for reasonable wear and tear and the improvements by the Seller as provided herein.

b) If all or any material portion of the Property or access thereto, which prevents the use of any access to the Property, shall be taken by public authority or notice of such proposed taking be obtained, prior to the Closing date, then, at the County's option:

1. This Agreement shall be terminated; or,
2. The County may consummate the sale, pay the full Purchase Price, and have assigned to it all claims and right of recovery on such taking of the Property.

c) The County shall make its election provided in subparagraph (b) in writing within ten (10) days after the Seller has notified the County, in writing, of such taking or proposed taking. If the County fails to so notify the Seller, this Agreement shall continue as if the County had in fact elected under subparagraph (b)(2).

9. Environmental Representations and Warranties.

a) Seller expressly represents and warrants, to the best of Seller's knowledge, that no Hazardous Substances exist or have ever been manufactured, released, stored, processed, discharged, deposited, used, treated, disposed, transmitted, transported, or handled on or under the Property or upon any immediately adjacent property owned at any time by the Seller. To the best of the Seller's knowledge there is no action, suit, demand, claim, hearing, notice or demand letter, notice of violation, investigation, or proceeding pending or threatened against the Seller relating in any way in violation of any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved by any Federal, State, or Local agency. To the best of the Seller's knowledge, there previously have not been and presently are no above ground or underground tanks or lines for the storage or transmission of toxic or hazardous wastes, materials or substances, or petroleum products or waste oils upon the Property or upon any immediately adjacent property owned at any time by the Seller. The Seller has neither used nor permitted the use of the Property for any such purpose.

b) Subparagraph (a) hereof is a representation and warranty by the Seller to the County, its successors, and assigns, which shall survive the Closing in perpetuity.

10. Environmental Audit. As hereinafter provided, the County is authorized to procure at its own expense an Environmental Audit (the "Audit") of the Property, and the County, its employees, contractors, and agents shall have reasonable access to the Property at reasonable times for the purpose of conducting such Audit. In the event the Audit reveals the possible existence of circumstances related to the Property which could give rise to liability on the part of the County on account of the matters set forth in Paragraphs 9 and 10 hereof, then the County may notify the Seller that this Agreement is terminated, whereupon the County shall have no further obligations to the Seller, and the Seller shall have no recourse against the County, and each Party shall go hence without day. Such notice may be served upon the Seller at or any time prior to Closing.

11. Notices. Any notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed to the respective Parties at the respective addresses set forth below.

To the Seller:

Judson Bennett
US 1 Properties, LLC.
P.O. Box 626
Callahan, FL 32011

With a copy to:

To the County:

Nassau County
c/o County Attorney's Office
96135 Nassau Place, Suite 6
Yulee, FL 32097

12. General Provisions.

- a) Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by Seller and the County.
- b) The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, personal representatives, successors, and assigns.
- c) Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day.
- d) Seller and the County do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each Party at Closing.
- e) This Agreement shall be interpreted under the laws of the State of Florida.
- f) The Parties hereto agree that venue for any litigation, mediation, or other action proceeding between the Parties arising out of this Agreement lies in Nassau County, Florida.
- g) TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.
- h) This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations.

13. Waiver of Jury Trial. SELLER AND THE COUNTY VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE DEEMED TO WAIVE SELLER'S RIGHT TO A JURY TRIAL IN ANY EMINENT DOMAIN LITIGATION.

14. No Representation or Warranty of Facilities. Seller acknowledges and agrees that this Agreement is not contingent upon the County's construction of any specific facilities or improvements and the design and location of any contemplated or proposed facilities are not guaranteed.

15. 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 that the Board of County Commissioners approves this Agreement as defined in Paragraph 6.(a) above.

16. Release of County. By execution of this Agreement, Seller acknowledges and agrees that as of the date of Seller's execution and delivery of the deed, Seller shall thereby release and discharge the County of and from all, and all manner of, causes of action, suits, claims, damages, judgments, in law or in equity, which Seller ever had, then has, or which any personal representative, successor, heir or assign of Seller, thereafter can, shall or may have, against the County, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Seller's conveyance of the Property to the County, including, without limitation, any claim for loss of access to Seller's remaining property, severance damages to Seller's remaining property, business damages or any other damages. Nothing herein shall be deemed to release County from its obligations or liabilities under this Agreement nor serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

17. Remedies. Time is of the essence with respect to this Agreement and the parties' obligations hereunder. If any obligation of a Party set forth herein is not performed prior to the Closing, this Agreement, at the other Party's option, may be terminated. Upon such termination this Agreement shall be of no further force and effect and both Parties will be released from all obligations hereunder or the other Party may waive such default. If either Party fails to fully perform any or all of the several covenants provided herein, then, at its sole option, the other shall be entitled to the remedy of specific performance or suit for damages for breach of contract. In the event either Party shall retain an attorney to litigate on its behalf against the other Party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, obligations or liabilities of the Parties arising under this Agreement, the Party prevailing on the majority of its claims, or which successfully defends against a majority of the other Party's claims, shall be entitled to an award of reasonable attorney's fees and costs against the other Party, including fees and costs incurred from the date of referral of the dispute to the prevailing Party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. It is the intent of the Parties that all remedies provided herein shall be mutually available. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

18. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto, and no statement or representation of the Parties hereto, their agents or employees, made outside of this Agreement, and not contained herein, shall form any part hereof or be deemed to supersede any provisions hereof.

19. Paragraph Headings: Genders. Headings of the various paragraphs of this Agreement have been inserted only for the purposes of convenience of reference only and are not part of this Agreement and shall not affect the construction of any provision of this Agreement. Whenever used herein, the singular shall include the plural, the plural shall include the singular, and gender shall include both genders.

20. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

21. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be transmitted and/or signed by facsimile or e-mail transmission (e.g. "pdf" or "tif"). The effectiveness of such signatures shall, subject to applicable law, have the same force and effect as manually signed originals and shall be binding on all parties to this Agreement. Such signatures may also be confirmed by a manually signed original thereof; provided, however, that the failure to deliver the same shall not limit the effectiveness of any facsimile or e-mail signature.

22. Waiver. No waiver by either Party of any failure or refusal to comply with its obligations by the other Party shall be deemed a waiver of any other or subsequent failure or refusal to so comply, and no custom or practice at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

23. Broker. The licensee(s) and/or brokerage(s) named below are collectively referred to as "Broker." Seller directs Closing Agent to disburse from Seller's funds at Closing Date the full amount of the brokerage fees as specified in separate cooperative agreements between the Brokers.

Ralph Bennett
License No. 3200514
Pristine Properties of Florida, LLC
542030 U.S. Highway 1
Callahan, Florida 32011
ralph@pristinepropertiesland.com
904-759-1487

Raegan Heymann
License No. 3284466
Berkshire Hathaway HS Chaplin Williams
5472 First Coast Highway, #1
Fernandina Beach, Florida 32034
raeganheyman@gmail.com
904-261-9311

24. Authority. The Parties agree to utilize electronic signatures and that the digital signatures of the Parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the Parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such Party and that the Agreement will constitute a legal and binding obligation of such Party.

25. Appraisal. Subject to, for Buyer. Seller is not bound to appraisal value. Buyer shall have 30 days for Appraisal to be completed.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in counterparts, each of which shall be deemed an original.

******SIGNATURES FOLLOW ON THE NEXT PAGE ******

Seller:

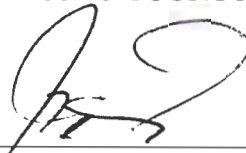
US 1 PROPERTIES, LLC, a Florida limited liability company

<i>JUDSON B. BENNETT</i>	dotloop verified 11/20/23 7:00 PM EST RENX-PTHM-QWDF-U6ML
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By: JUDSON B. BENNETT
Its: PRESIDENT

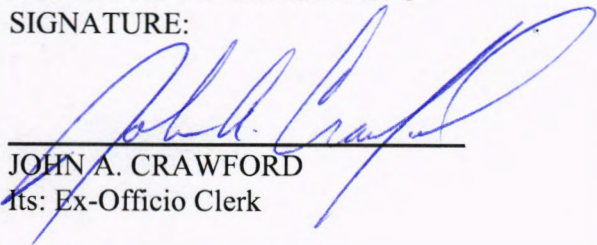
County:

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



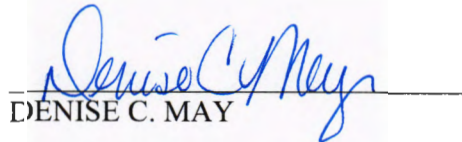
KLYNT FARMER
Its: Chairman

**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 1

Legal Description

Parcel ID No. 29-2N-25-0000-0010-0000

A PORTION OF THOSE LANDS BEING DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1509, PAGE 1229, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA. ALL LYING IN SECTION 29, TOWNSHIP 2 NORTH, RANGE 25 EAST, SAID NASSAU COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 200 (A-1-A) A VARIABLE WIDTH RIGHT-OF-WAY, AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF PAGE STREET, A VARIABLE WIDTH RIGHT-OF-WAY. RUN THENCE NORTH 56°49'10" WEST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 343.14 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 752, PAGE 1815, SAID PUBLIC RECORDS, AND THE **POINT OF BEGINNING**; THENCE NORTH 58°55'44" WEST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 210.90 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 65, PAGE 160, SAID PUBLIC RECORDS; THENCE SOUTH 29°23'56" WEST, ALONG EASTERLY LINE OF SAID LANDS, A DISTANCE OF 138.97 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS; THENCE NORTH 63°37'35" WEST, ALONG THE SOUTHERLY LINE OF SAID LANDS, 135.50 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2505, PAGE 1036, SAID PUBLIC RECORDS; THENCE SOUTH 36°24'05" WEST, ALONG SAID EASTERLY BOUNDARY, 411.43 FEET TO THE NORTHERLY LINE OF A COMMON ACCESS EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2578, PAGE 136, SAID PUBLIC RECORDS; THENCE SOUTH 54°21'52" EAST, ALONG SAID NORTHERLY LINE, 313.87 FEET TO THE SOUTHWESTERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2581, PAGE 901; THENCE NORTH 36°12'52" EAST, ALONG THE NORTHWESTERLY BOUNDARY OF SAID LANDS, 377.50 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE SOUTH 56°94'10" EAST, ALONG THE NORTHEASTERLY BOUNDARY OF SAID LANDS, 14.65 FEET TO THE SOUTHWESTERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 752, PAGE 1810, SAID CURRENT PUBLIC RECORDS; THENCE NORTH 36°11'48" EAST, ALONG THE NORTHWESTERLY BOUNDARY OF SAID LANDS, 210.04 FEET TO SAID SOUTHWESTERLY RIGHT-OF-WAY OF PAGE STREET AND THE **POINT OF BEGINNING**.

CONTAINING 164,633 SQUARE FEET, MORE OR LESS (3.78 ACRES, MORE OR LESS).

EXHIBIT 2

Warranty Deed

This instrument prepared by
or under the supervision of:

RECORD AND RETURN TO:

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

Parcel No.: 29-2N-25-0000-0010-0000

WARRANTY DEED

THIS WARRANTY DEED made effective as of the ___ day of _____, 2023, by **US 1 PROPERTIES, LLC**, a Florida limited liability company, whose address is P.O. Box 626, Callahan, FL 32011, conveying property which is not homestead (hereinafter "Grantor"), to **NASSAU COUNTY**, a political subdivision of the State of Florida, whose address is 96135 Nassau Place, Suite 1, Yulee, Florida 32097, hereinafter called the "Grantee". (Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in **NASSAU COUNTY**, Florida, viz:

See Legal Description Attached as Exhibit "A".

SUBJECT TO: Easements of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging to or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the land in fee simple; that said Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to _____, ___, 2023; and that Grantor releases and discharges Grantee of and from all, and all manner of, causes of action, suits, claims, damages, judgments, in law or in equity, which Grantor ever had, then has, or which any personal representative, successor, heir or assign of Grantor, thereafter can, shall or may have, against the Grantee, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Grantor's conveyance of the Property to the Grantee, including, without limitation, any claim for loss of access to Grantor's remaining property, severance damages to Grantor's remaining property, business damages or any other damages.

IN WITNESS WHEREOF, the said Granter has signed and sealed these presents the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

US 1 PROPERTIES, LLC

Witness 1

Print name: _____

Address: _____

By: _____

Its: _____

Witness 2

Print name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this _____ day of _____, 2023, by _____, _____, of US 1 Properties, LLC, a Florida limited liability company, on behalf of the limited liability company. He/She is () personally known to me or who () produced _____ as identification.

(Notary Seal)

Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT A

Parcel ID No. 29-2N-25-0000-0010-0000

A PORTION OF THOSE LANDS BEING DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1509, PAGE 1229, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA. ALL LYING IN SECTION 29, TOWNSHIP 2 NORTH, RANGE 25 EAST, SAID NASSAU COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF STATE ROAD 200 (A-1-A) A VARIABLE WIDTH RIGHT-OF-WAY, AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF PAGE STREET, A VARIABLE WIDTH RIGHT-OF-WAY. RUN THENCE NORTH 56°49'10" WEST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 343.14 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 752, PAGE 1815, SAID PUBLIC RECORDS, AND THE **POINT OF BEGINNING**; THENCE NORTH 58°55'44" WEST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 210.90 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 65, PAGE 160, SAID PUBLIC RECORDS; THENCE SOUTH 29°23'56" WEST, ALONG EASTERLY LINE OF SAID LANDS, A DISTANCE OF 138.97 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS; THENCE NORTH 63°37'35" WEST, ALONG THE SOUTHERLY LINE OF SAID LANDS, 135.50 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2505, PAGE 1036, SAID PUBLIC RECORDS; THENCE SOUTH 36°24'05" WEST, ALONG SAID EASTERLY BOUNDARY, 411.43 FEET TO THE NORTHERLY LINE OF A COMMON ACCESS EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2578, PAGE 136, SAID PUBLIC RECORDS; THENCE SOUTH 54°21'52" EAST, ALONG SAID NORTHERLY LINE, 313.87 FEET TO THE SOUTHWESTERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2581, PAGE 901; THENCE NORTH 36°12'52" EAST, ALONG THE NORTHWESTERLY BOUNDARY OF SAID LANDS, 377.50 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE SOUTH 56°94'10" EAST, ALONG THE NORTHEASTERLY BOUNDARY OF SAID LANDS, 14.65 FEET TO THE SOUTHWESTERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 752, PAGE 1810, SAID CURRENT PUBLIC RECORDS; THENCE NORTH 36°11'48" EAST, ALONG THE NORTHWESTERLY BOUNDARY OF SAID LANDS, 210.04 FEET TO SAID SOUTHWESTERLY RIGHT-OF-WAY OF PAGE STREET AND THE **POINT OF BEGINNING**.

CONTAINING 164,633 SQUARE FEET, MORE OR LESS (3.78 ACRES, MORE OR LESS).

EXHIBIT3

Public Disclosure Affidavit

PUBLIC DISCLOSURE AFFIDAVIT

I, the undersigned, under penalty of perjury, affirm that I hold the title for, or represent US 1 Properties, LLC, a Florida limited liability company, whose address is P.O. Box 626, Callahan, FL 32011 in the capacity of _____ and; my full name and address is _____, and US 1 Properties, LLC holds legal title to the real estate described in Attachment A to this affidavit; and (select appropriate option)

- The names and addresses of all persons who hold a beneficial interest in the real estate are listed on Attachment B to this affidavit.
- All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.
- The above named trust is a trust created at least three years prior to _____ Said trust is exempt from disclosure pursuant to Section 286.23(b), Florida Statutes. As trustee for said trust, I hereby certify, under penalty of perjury, that no public officer or employee has any beneficial interest in said trust. Further, I have disclosed on Attachment B to this affidavit all changes to the trust instruments and to persons having a beneficial interest in said trust that occurred during the three years prior to the above date. I further certify that this disclosure has been made within 48 hours of the deposit of money into the registry of the court.

NAME :

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this _____ day of _____, 2023, by _____, _____, of US 1 Properties, LLC, a Florida limited liability company, on behalf of the limited liability company. He/She is () personally known to me or who () produced _____ as identification.

[SEAL]

Print name:
Notary Public, County and State aforesaid
Commission Serial No.
My commission expires:

ATTACHMENT A

Parcel ID No. 29-04-25-008064-006-00

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ATTACHMENT B