

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is entered into by **RODNEY S. OSBORNE and SHERRI L. OSBORNE, husband and wife**, whose address is 95119 Osborne Trail, Fernandina Beach, FL 32034 ("**SELLERS**"), 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 SELLERS of the real property consisting of 1.87 acres of land more or less, located in Nassau County, Florida, as more particularly described or identified on **EXHIBIT A**, attached hereto and incorporated herein (the "**Land**")

WITNESSETH

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

1. **PURCHASE PRICE:** **\$125,000.00**

PAYMENT:

- (a) Earnest Money Deposit: **\$0**
 (which shall be paid by certified or cashier's check and delivered and made payable to SELLERS 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: **\$125,000.00**
 (U.S. wire transfer value dated upon date of sale, subject to adjustments and prorations)

IMPROVEMENTS:

The Buyer will design and effectuate the construction of a two-lane asphalt, curbed roadway, water and sewer infrastructure, inclusive of main lines and service laterals, stormwater infrastructure, and a multi-use path from Old Nassauville Road through the subject property. Timeframes for design and construction to be determined by BUYER in the best interests of the public.

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 SELLERS, any other provision referred to in this Agreement, and all matters apparent from a survey or inspection of the Land or the public records. SELLERS shall convey to BUYER any and all mineral rights as they may have in and to the Land. BUYER shall cause a survey of the Land ("**Survey**") to be made by a registered Florida surveyor and certified and delivered to BUYER, SELLERS, 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. **SELLERS' COSTS.** SELLERS shall pay the prorated amount of ad valorem taxes, if any.

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

5. **TAXES.** Ad valorem taxes for the year of Closing shall be prorated between BUYER and SELLERS 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. SELLERS' prorated ad valorem taxes shall include the Closing Date.

6. **TITLE EXAMINATION AND CLOSING.**

(a) SELLERS shall convey to BUYER a good and marketable title to the Land by SPECIAL 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 prior to Closing 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.

(b) If the title examination shows that SELLERS are vested with good and marketable title to the Land, the transaction shall be closed and SELLERS and BUYER shall perform the agreements made herein on or before the Closing date of December 31, 2024 (the "Closing Date").

(c) If the title examination reveals any defects which render the title of the Land unmarketable, BUYER shall give to SELLERS written notice of such defects within fifteen (15) days prior to Closing. Any defects that BUYER does not timely address with SELLERS in writing prior to closing shall be waived by BUYER. SELLERS 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 SELLERS are 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 SELLERS, executing a full and complete release of SELLERS for all claims arising under or associated with this Agreement or the purchase of the Land, and returning to SELLERS any title evidence, surveys or other similar documents received from SELLERS 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 SELLERS 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, Esquire, located at 3391 S Fletcher Ave., Fernandina Beach, Florida, 32034 ("Closing Agent"). Time and date to be set by her office. Neither party is required to attend the Closing in person and SELLERS may mail SELLERS' Closing Documents to the Closing Agent to be held in escrow until the Closing.

(f) Due Diligence and Contingency Period:

Upon execution of this Agreement by BUYER, BUYER shall have the right to a due diligence period of twenty (20) days from the date of full execution of the Agreement to determine the suitability of the Land for its intended use (the "Inspection Period"). If BUYER's investigation reveals that the Land is not suitable for its intended use, BUYER shall provide written notice thereof to SELLERS on or before the end of the Inspection Period. BUYER shall have the right to cancel this Agreement, at the same time abandoning any legal or equitable rights in the Land to SELLERS and returning to SELLERS any surveys or other information received from SELLERS, and BUYER's counterpart of this Agreement, whereupon all rights and liabilities of the parties hereunder shall cease, except for the indemnification obligations of Paragraph 10 hereunder and any other provisions which expressly survive termination of this Agreement. This shall constitute BUYER's sole and exclusive remedy hereunder. If BUYER does not provide said written notice, then this transaction shall proceed to Closing.

7. DEFAULT BY BUYER OR SELLERS.

(a) Default by SELLERS. If SELLERS shall default in their obligation 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 to 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. SELLERS 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 SELLERS.** SELLERS hereby represent and warrant 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) They are not parties 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 SELLERS of any provisions of any agreement or other instrument to which they are parties or to which they 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 SELLERS; and

(d) They have not engaged any broker or agent in connection with the sale of the Land.

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

11. **REPRESENTATIONS AND WARRANTIES OF BUYER.** BUYER hereby represents and warrants to SELLERS 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, except as herein disclosed, and BUYER will indemnify, defend and hold harmless SELLERS from any claims, losses, damages, suits or proceedings, including attorneys' fees, for commissions, fees or comparable brokerage arrangements arising by or under BUYER, from any

person or entity whatsoever, including but not limited to the following designated procuring and affiliated Broker(s): [None].

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

12. **CONDITIONS TO SELLERS' OBLIGATIONS.** The obligations of SELLERS 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 SELLERS shall have received an appropriate certificate or affirmation of BUYER's authority to effectuate the terms of this Agreement; and

(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 SELLERS contained herein shall be true and correct in all material respects and BUYER shall have received a certificate from the County Attorney to such effect, if timely requested; and

(b) SELLERS shall not be in default of any of its obligations under this Agreement; and

(c) BUYER shall have received a title commitment for the Land in accordance with the provisions of Paragraph 6 hereof and subject to the matters referred to in Paragraph 2 and Paragraph 6(a), and the exceptions, reservations and covenants as would arise in a deed by reason of this Agreement.

14. **ENVIRONMENTAL ACCOUNTABILITY.**

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

(b) SELLERS have no 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) BUYER had the opportunity to examine the Land during the Inspection Period indicated in Paragraph 6(f). It is BUYER's responsibility to have site investigations completed within the Inspection Period, and Closing shall not be deferred by reason of site investigations being delayed or incomplete.

(d) 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.

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 SELLERS and BUYER with respect to the purchase and sale of the Land, including all prior communications, whether in person, in writing, or via SELLERS’ website or otherwise, and the terms of this Agreement may be amended only in writing and signed by both SELLERS 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 SELLERS at:

Rodney S. Osborne
Sherri L. Osborne
95119 Osborne Trail
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 written consent of SELLERS, 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 SELLERS and BUYER, when executed by both SELLERS 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. SELLERS HEREBY EXPRESSLY DISCLAIM AND NEGATE 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 SELLERS AND ACCEPTED BY BUYER "AS IS, WHERE IS" 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 SELLERS have executed this Agreement.

27. **SURVIVING PROVISIONS.** The provisions of Paragraphs 9(b), 10, 11, 14, 24 and 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Witness

Katie Boek

Witness

Lana Carlyle

SELLERS:

Rodney S. Osborne
RODNEY S. OSBORNE

Sherril L. Osborne
SHERRIL L. OSBORNE

BUYER:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

John F. Martin
JOHN F. MARTIN
Its: Chairman

ATTEST AS TO CHAIRMAN'S
SIGNATURE:

John A. Crawford
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney

Denise C. May
DENISE C. MAY

[Exhibit follows below]

EXHIBIT "A"
(Description or Depiction of the Land)

EXHIBIT A

MAP SHOWING SKETCH & DESCRIPTION OF

HARBOR CONCOURSE, PHASE ONE
(Plat Book 8, Page 116-119)

HARBOR CONCOURSE,
PHASE TWO
(Plat Book 8,
Page 162-164)

POINT OF COMMENCEMENT
Southwest corner of HARBOR CONCOURSE PHASE 2
(Plat Book 8, Pages 161-164)

POINT OF BEGINNING



O.R.B. 2222
PAGE 1058

O.R.B. 2323
PAGE 1908

O.R.B. 2222
PAGE 1058

O.R.B. 1998
PAGE 1541

O.R.B. 810
PAGE 158

O.R.B. 1499
PAGE 503

O.R.B. 729
PAGE 1436

O.R.B. 947
PAGE 449

O.R.B. 729
PAGE 1436

O.R.B. 946
PAGE 1342

OSBOURNE TRAIL
(O.R.B. 846, PAGE 1342)

O.R.B. 860
PAGE 1889

O.R.B. 710
PAGE 572

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	230.00'	45°02'40"	180.82'	176.20'	N 66°28'27" E
C2	170.00'	45°00'00"	133.52'	130.11'	N 66°27'07" E
C3	230.00'	45°00'00"	180.84'	176.03'	S 66°27'07" W
C4	170.00'	45°02'40"	133.65'	130.23'	S 66°28'27" W

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	S 00°05'13" W	60.01'
L2	N 43°57'07" E	26.87'
L3	N 01°02'59" W	60.00'
L4	S 43°57'07" W	26.87'



LEGEND

O.R.B. - - - - - Official Records Book

See sheet 1 for description



ARC SURVEYING &
MAPPING, INC.

5202 San Juan Avenue,
Jacksonville, Florida 32210
Phone: 904/384-8377
Licensed Business NO. 6487