

NASSAU COUNTY
REAL PROPERTY PURCHASE AND SALE AGREEMENT
(Piney Island/SR200 Viewshed)

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made this 10th day of January, 2025 (the “**Effective Date**”), 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 **LESLIE H. GERSON**, an individual, whose address is 11241 SW 95th Street, Miami, Florida 33176 (the “**Seller**”). (County and the Seller are sometimes hereinafter individually referred to as a “**Party**” or collectively as the “**Parties**”).

RECITALS

WHEREAS, Seller is the owner of a certain parcel of real property located in Nassau County, Florida abutting State Road 200 and Piney Island Drive, and assigned Parcel ID No. 37-2N-28-0000-0001-0010; and

WHEREAS, Seller’s property has been identified by County staff as a viewshed protection parcel in the County’s SR200/A1A Corridor Master Plan, dated December 2021; and

WHEREAS, pursuant to Resolution 2024-017, the County Manager or designee has been delegated authority to initiate the acquisition of lands identified as viewshed protection parcels and to execute all required purchase and sale agreements or related documents subject to final approval of the Board of County Commissioners (“**Board**”); and

WHEREAS, Seller desires to sell and the County desires to purchase Seller’s property in order to protect the County’s viewsheds to better serve the community upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and are hereby incorporated into this Agreement and adopted as findings of fact.

2. 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. 37-2N-28-0000-0001-0010, which is more particularly described in **Exhibit “A”**, attached hereto and by reference incorporated herein.

3. 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 NINE HUNDRED SEVENTY-FIVE AND No/100 DOLLARS (\$975,000.00) subject to all other conditions of Closing as set forth herein and shall be delivered as follows:

(a) Earnest Money Deposit: **\$10,000.00**
(which shall be paid by certified or cashier's check and delivered to Escrow Agent within ten (10) days of the Effective Date. Credit shall be applied to County on Closing Date.)

(b) Balance due at Closing: **\$965,000.00**
(U.S. wire transfer value dated upon date of sale, subject to credits, adjustments, and prorations)

TOTAL PURCHASE PRICE **\$975,000.00**

(c) Purchase Price Subject to Appraisal: The Purchase Price shall only be paid by the County at Closing if an appraisal ("**Appraisal**"), conducted by an independent appraiser, confirms that the appraised fair market value of the Property is equal or greater than the Purchase Price. The cost of the Appraisal shall be borne by the County. Seller understands that the Appraisal would constitute a public record under Florida law and subject to disclosure to the public if requested. If the Appraisal identifies the fair market value of the Property as less than the Purchase Price, the County may, in its sole discretion, terminate this Agreement with the Earnest Money Deposit refunded to the County, or renegotiate the Purchase Price with the Seller.

4. Escrow, Title and Closing Agent. All Earnest Money Deposits will be made payable to and held in escrow by the "**Escrow Agent**" designated below, who shall also serve as title and closing agent:

Andrea F. Lennon, PA
3391 S. Fletcher Ave.
Fernandina Beach, FL 32034
904-572-4224

5. Other Costs.

(a) Upon Closing Date, the County shall pay: (i) the costs of any environmental assessment or audit, or other due diligence performed by the County; (ii) the title insurance policy premium, including endorsements, and related title expenses pertaining to the owner's title commitment; (iii) the costs of a survey of the Property; and (iv) closing agent fees.

(b) 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; and (iv) licensee or brokerage fees pursuant to Paragraph 23 below.

(c) 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.

(d) The terms and obligations imposed in this Paragraph 5 shall survive the closing of this purchase and sale transaction.

6. Survey and Title Insurance.

(a) The County shall order and obtain the appropriate title commitment for an owners title policy on the Property and an appropriate survey sufficient to remove any survey-related exception from the title commitment.

(b) 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 within such ten (10)-day period. Within ten (10) days after receipt of such written notice, at the Seller's sole expense, Seller shall cure 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 before expiration of the earlier of said ten (10)-day cure period or the Inspection Period (as hereinafter defined in Paragraph 8(a)), the County may terminate this Agreement upon notice to the Seller prior to the end of the Inspection Period, or the County may close this transaction notwithstanding the defects, at its sole option. In the event County chooses to terminate this Agreement, the Earnest Money Deposit 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.

(c) 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.

7. Conditions and Limitations; Closing Date.

(a) This Agreement is subject to the final ratification and approval of the Nassau County Board of County Commissioners at a public hearing held at least ten (10) days after public notice. If the County fails to hold such hearing on or before twenty (20) days following expiration of the Inspection Period, 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. In such event, any Earnest Money Deposit paid shall be refunded to the County.

(b) Closing shall occur on or before twenty (20) days following expiration of the Inspection Period and after the following conditions have been met, as confirmed by written notice to Seller: (1) ratification of this Agreement pursuant to Paragraph 7(a), (2) resolution of any title issues pursuant to Paragraph 6, (3) completion of any Audit performed pursuant to Paragraph 11 with no material environmental conditions identified, and (4) the confirmation of the Purchase Price as equal to or greater than the fair market value of the Property as determined by the Appraisal pursuant to Section 3(c) (the "**Closing Date**") at the offices of the Escrow Agent defined in Paragraph 4 above or

any other place which is mutually acceptable to the Parties. Without limiting the foregoing, Closing may take place by mail or courier, or on an earlier date by mutual agreement of the Parties.

(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 General Warranty Deed 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.

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

(a) Beginning on the Effective Date and continuing for ninety (90) days thereafter (the "**Inspection Period**"), 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, assessments, or audits as the County may choose to perform, including the Audits as provided in Paragraph 11 herein, provided that the Property is not damaged and is left in a clean and safe condition. The County shall not conduct any invasive testing, including but not limited to Phase II environmental testing, 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, without obtaining prior written approval of Seller. If Seller conducts such invasive testing, 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 testing.

(b) In the event any of the referenced inspections, assessments, audits, or testing reveals that the Property is not suitable for the purposes designated by the County or there exists the possible existence of Hazardous Substances on the Property, then the County, at its sole discretion, may terminate this Agreement. If the County terminates this Agreement, then the Earnest Money Deposit shall be returned to the County.

(c) 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, suits, actions, damages,

liabilities, expenditures or causes of action of whatsoever kind to the extent caused by the County's actions to perform inspections, assessments, audits, or testing on the Property, 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.

(d) In the event that the County terminates or fails to ratify the Agreement for any reason, the County shall provide to Seller copies of any reports prepared or due diligence performed by the County during the Inspection Period, including but not limited to the Audit as defined in Paragraph 11 herein.

9. Condition; Eminent Domain.

(a) On the date of the Closing, the Property shall be in the same condition as of the Effective Date, except for reasonable wear and tear.

(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).

10. Environmental Representations and Warranties.

(a) Seller expressly represents and warrants that Seller has not placed any, and to Seller's knowledge, there are no Hazardous Materials installed, stored in, or otherwise existing at, on, in, or under the Property or any immediately adjacent property owned at any time by the Seller in violation of any Environmental Laws. "**Hazardous Materials**" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) ("**CERCLA**"), and any other substances regulated because of their effect or potential effect on public health and the environment, including PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials. "**Environmental Laws**" means, without limitation, the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), CERCLA and all other federal, state, county, municipal, and other local laws governing or relating to Hazardous Materials or the environment together with their implementing regulations, ordinances, and guidelines. 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 governmental agency related to the Property. 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 Hazardous Materials upon the Property or upon any immediately adjacent property owned at any time by the Seller.

(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.

11. Environmental Audit. As provided herein, the County is authorized to procure at its own expense an environmental assessment and audit (the "**Audit**") of the Property, which may include a Phase I Environmental Site Assessment and/or wetland delineation, 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 existence of circumstances related to the Property that, in the County's sole discretion, makes the Property not suitable for the County's purposes, then the County may notify the Seller prior to the end of the Inspection Period 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. In such event, any Earnest Money Deposit paid shall be refunded to the County.

12. 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 Seller:	Leslie H. Gerson 11241 SW 95th Street Miami, FL 33176
Copy to:	Kasey Monteiro The Massey Real Estate Group, Inc. 514 South 4th Street, Suite C Fernandina Beach, FL 32034
To County:	County Attorney's Office 96135 Nassau Place, Suite 6 Yulee, FL 32097

13. 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 County-designated 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.

14. 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

15. 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.

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 to 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.

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 agreements with the Seller.

Kasey Monteiro
The Massey Real Estate Group, Inc.
514 South 4th Street, Suite C
Fernandina Beach, FL 32034

24. Authority. The Parties agree that they may 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.

[Remainder of page intentionally blank. Signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

SELLER:

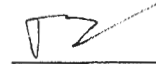
DATE: 1/10/2025

Leslie H. Gerson
LESLIE H. GERSON

NASSAU COUNTY:

EXECUTED:

DATE: 1/10/2025



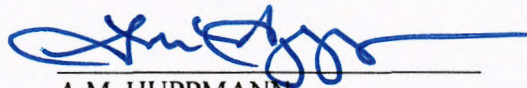
EM

TACO E. POPE, AICP
COUNTY MANAGER

RATIFIED:

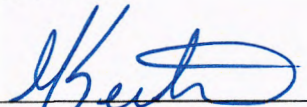
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

DATE: 4/28/2025



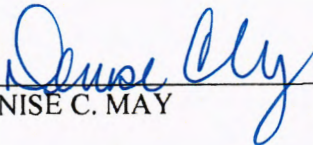
A.M. HUPPMANN
CHAIRMAN

ATTEST AS TO THE CHAIRMAN'S
SIGNATURE



MITCH L. KEITER
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



DENISE C. MAY

EXHIBIT "A"

Legal description to be confirmed by new survey:

All that certain piece or parcel of land, lying and being a portion of Section Thirty-seven (37), Township Two (2) North, Range Twenty-eight (28) East, Nassau County, Florida and being more particularly described as follows:

For a Point of Reference, commence at the Point of Beginning of Parcel "A", as shown on Plat of Piney Island Recorded in Plat Book 4, Pages 63 and 64, public records of Nassau County, Florida; For a Point of Reference; thence South 30°54'59" East, a distance of 120.00 feet to a point on the Southerly right of way of the Seaboard Coastline Railroad (having a 120.0 foot right of way); thence South 59°05'01" West, a distance of 35.00 feet to an iron and the Point of Beginning; thence South 30°54'59" East, a distance of 114.67 feet to an iron on the Northwesterly right of way of State Road 200 (having a 184.0 foot right of way); thence South 58°59'38" West, along said Northwesterly right of way, a distance of 800.00 feet to a point; thence North 30°55'02" West, a distance of 115.92 feet to a point on the Southeasterly right of way of said Seaboard Coastline Railroad; thence North 59°05'01" East, along said right of way, a distance of 800.00 feet to the Point of Beginning.

NEWS-LEADER
Published Weekly
P.O. Box 16766 (904) 261-3696
Fernandina Beach, Nassau County, Florida 32035

STATE OF FLORIDA
COUNTY OF NASSAU:

Before the undersigned authority personally appeared
Todd Frantz

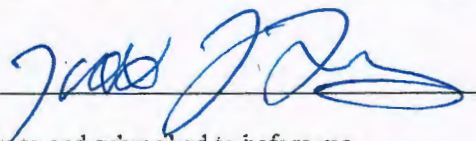
Who on oath says that (s)he is the Publisher of the
Fernandina Beach News-Leader, a weekly newspaper published at
Fernandina Beach in Nassau County, Florida; that the attached
copy of the advertisement, being a Legal Notice in the matter of

NOTICE OF CONSIDERATION
LESLIE H. GERSON

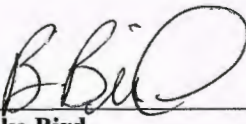
Was published in said newspaper in the issue(s) of

04/16/2025
Ad # 860492

Affiant further says that the said News-Leader is
a newspaper published at Fernandina Beach, in said Nassau
County, Florida and that the said newspaper has heretofore been
continuously published in said Nassau County, Florida, each week
and has been entered as second class mail matter at the post office
in Fernandina Beach in said Nassau County, Florida, for a period
of one year preceding the first publication of the attached copy
of advertisement; and Affiant further says that (s)he has neither paid
nor promised any person, firm or corporation any discount,
rebate, commission or refund for the purpose of securing this
advertisement for publication in the said newspaper.



Sworn to and subscribed to before me
This 16th day of April, A.D. 2025


Brooke Bird, Notary Public

 Personally Known



NOTICE OF CONSIDERATION
OF REAL PROPERTY
PURCHASE AND SALE
AGREEMENT

NOTICE is hereby given that the Board of County Commissioners of Nassau County, Florida, at a regular meeting to be held on Monday, the 28th day of April, 2025 at 5:00 P.M., or as soon thereafter as the matter may be heard, in the Commission Chambers, located at the James S. Page Governmental Complex, 96135 Nassau Place, Yulee, Florida, intends to consider for ratification the following proposed Agreement:

PURCHASE AND SALE
AGREEMENT BETWEEN
NASSAU COUNTY AND
LESLIE H. GERSON FOR
PROPERTY IDENTIFIED AS
PARCEL NUMBER 37-2N-28-
0000-0001-0010.

Copies of the Agreement are available at the County Manager's Office at the James S. Page Governmental Complex, 96135 Nassau Place, Suite 1, Yulee, Florida 32097, Monday through Friday, 8:00 a.m. through 5:00 p.m., except legal holidays.

THE PUBLIC IS INVITED TO
BE PRESENT AND BE
HEARD.

In accordance with Florida Statute 286.0105: If any person decides to appeal any decision made of this Board or Committee with respect to any matter considered at this scheduled meeting or hearing, the person will need a record of the proceedings, and for such purpose the person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Board of County Commissioners may continue hearings on this matter.

ATTEST: BOARD OF COUNTY
COMMISSIONERS OF NAS-
SAU COUNTY, FLORIDA

/s/ MITCH L. KEITER

Its: Ex-Officio Clerk

BY: /s/ A.M. HUPP HUPPMANN

Its: Chairman

In accordance with the Americans with Disabilities Act, persons needing a reasonable accommodation to participate in this proceeding should contact the County Managers Office at contact@nassaucountyfl.com, 96135 Nassau Place, Suite 1, Yulee, FL 32097, Phone No. 904-530-6010, not later than seventy-two (72) hours prior to the proceeding. If you are hearing or voice impaired, please call the Florida Relay Service at 711 or toll free at 1-800-955-8771 (TTY).

FNL 1T 04-16-2025

#860492

NEWS-LEADER
Published Weekly
P.O. Box 16766 (904) 261-3696
Fernandina Beach, Nassau County, Florida 32035

STATE OF FLORIDA
COUNTY OF NASSAU:

Before the undersigned authority personally appeared
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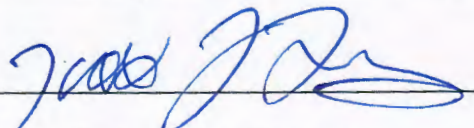
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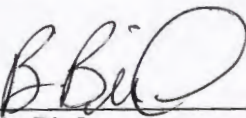
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
04/16/2025
Ad # 860492

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a newspaper published at Fernandina Beach, in said Nassau
County, Florida and that the said newspaper has heretofore been
continuously published in said Nassau County, Florida, each week
and has been entered as second class mail matter at the post office
in Fernandina Beach in said Nassau County, Florida, for a period
of one year preceding the first publication of the attached copy
of advertisement; and Affiant further says that (s)he has neither paid
nor promised any person, firm or corporation any discount,
rebate, commission or refund for the purpose of securing this
advertisement for publication in the said newspaper.



Sworn to and subscribed to before me
This 16th day of April, A.D. 2025


Brooke Bird, Notary Public

 Personally Known



NOTICE OF CONSIDERATION
OF REAL PROPERTY
PURCHASE AND SALE
AGREEMENT

NOTICE is hereby given that the Board of County Commissioners of Nassau County, Florida, at a regular meeting to be held on Monday, the 28th day of April, 2025 at 5:00 P.M., or as soon thereafter as the matter may be heard, in the Commission Chambers, located at the James S. Page Governmental Complex, 96135 Nassau Place, Yulee, Florida, intends to consider for ratification the following proposed Agreement:

PURCHASE AND SALE
AGREEMENT BETWEEN
NASSAU COUNTY AND
LESLIE H. GERSON FOR
PROPERTY IDENTIFIED AS
PARCEL NUMBER 37-2N-28-
0000-0001-0010.

Copies of the Agreement are available at the County Manager's Office at the James S. Page Governmental Complex, 96135 Nassau Place, Suite 1, Yulee, Florida 32097, Monday through Friday, 8:00 a.m. through 5:00 p.m., except legal holidays.

THE PUBLIC IS INVITED TO
BE PRESENT AND BE
HEARD.

In accordance with Florida Statute 286.0105: If any person decides to appeal any decision made of this Board or Committee with respect to any matter considered at this scheduled meeting or hearing, the person will need a record of the proceedings, and for such purpose the person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Board of County Commissioners may continue hearings on this matter.

ATTEST: BOARD OF COUNTY
COMMISSIONERS OF NAS-
SAU COUNTY, FLORIDA

/s/ MITCH L. KEITER

Its: Ex-Officio Clerk

BY: /s/ A.M. HUPP HUPPMANN

Its: Chairman

In accordance with the Americans with Disabilities Act, persons needing a reasonable accommodation to participate in this proceeding should contact the County Managers Office at contact@nassaucountyfl.com, 96135 Nassau Place, Suite 1, Yulee, FL 32097, Phone No. 904-530-6010, not later than seventy-two (72) hours prior to the proceeding. If you are hearing or voice impaired, please call the Florida Relay Service at 711 or toll free at 1-800-955-8771 (TTY).

FNL 1T 04-16-2025

#860492

SURVEYOR'S NOTES:

- 1) Current title information on the subject property had not been furnished to Arc Surveying and Mapping, Inc. at the time of this survey, and is subject to title review and/or abstract. Arc Surveying and Mapping, Inc. makes no representations or guarantees pertaining to easements, rights-of-way, set back lines, reservations, agreements, and other similar matters.
- 2) This survey is limited to above ground visible improvements along and near the boundary lines, except as shown hereon, and that nothing below the ground was located including, but not limited to foundations (footings), utilities, etc.
- 3) There may be additional restrictions that are not shown on this survey that may be found in the Public Records of this county.
- 4) Bearings shown hereon are based on the Northerly right-of-way line of STATE ROAD 200 (A1A), Duval County, Florida, having a Grid bearing of South 59°05'01" West.
- 5) All dimensions, unless otherwise noted, are US Survey Feet.
- 6) Dimensions are calculated unless otherwise stated.
- 7) Additions or Deletions to survey maps or reports by other than the signing party or parties is prohibited without the written consent of the signing party or parties.
- 8) The subject parcel lies in Flood Zone "AE", "VE", and "X", according to Flood Insurance Rate Map, Map No. 12089C0238G & 12089C0376G for Nassau County, Florida, dated August 28, 2008 and issued by the Federal Emergency Management Agency. Lines shown have been digitally translated from DFIRM database information supplied by the FEMA Map Service Center (<https://msc.fema.gov>).
- 9) Elevations shown hereon are based on the North American Vertical Datum of 1988 (NAVD88).
- 10) Horizontal Datum is reference to Florida State Plane Coordinate System, East, Zone, North American Datum of 1983 (NAD83), being derived utilizing a Trimble RTK base station.
- 11) Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing hereon shall be construed to give any rights or benefits to anyone other than those certified to.
- 12) On this drawing, certify means to state or declare a professional opinion of conditions regarding those findings or facts which are the subject of the certification and does not constitute a warranty or guarantee, either implied or expressed. This certification is only for the lands as described. This certification is not a certificate of title, easements, zoning, or freedom of encumbrances.
- 13) Adjoining information (lot lines, right-of-way lines, section lines, etc.) that does not have a measured dimension may not be drawn to accuracy, may be for aesthetic reasons only, and should not be taken as the true location of said feature.

LEGEND

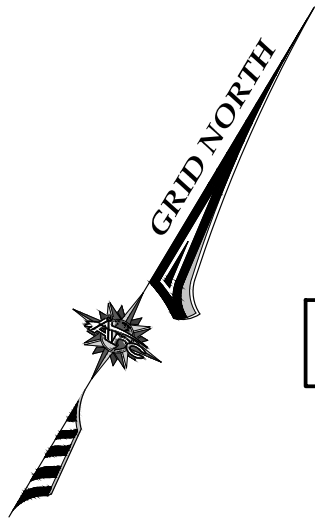
(C) ----- Calculated Dimension	IPCF ----- Found Iron Pipe w/Cap
(D) ----- Deed Dimension	IRCF ----- Found Iron Rod w/Cap
O.R.B. ----- Official Records Book	MHWL ----- Mean High Water Line
Pg(s). ----- Page(s)	WF ----- Wetland Flag
CMF ----- Found Concrete Monument	----- Flood Zone Line
IRS ----- Set 1/2" Iron Rebar LB6487	

MAP SHOWING BOUNDARY SURVEY OF

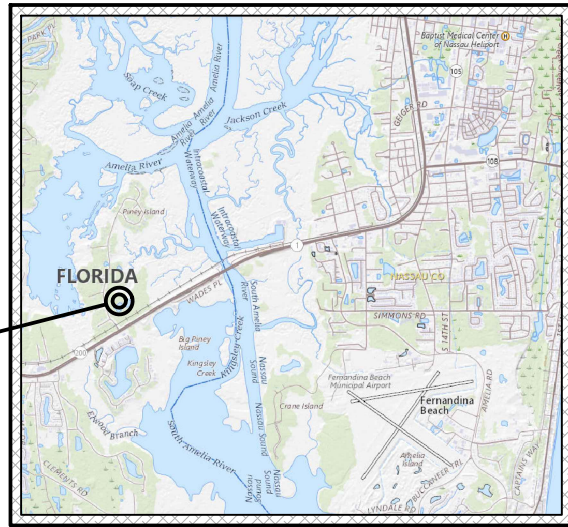
Description per Official Records Book 475, Page 646, of the Public Records of Nassau County

All that certain piece or parcel of land, lying and being a portion of Section Thirty-seven (37), Township Two (2) North, Range Twenty-eight (28) East, Nassau County, Florida and being more particularly described as follows:

For a **POINT OF REFERENCE, COMMENCE** at the Point of Beginning of Parcel "A", as shown on Plat of Piney Island Recorded in Plat Book 4, Pages 63 and 64, public records of Nassau County, Florida; For a **POINT OF REFERENCE**; thence South 30°54'59" East, a distance of 120.00 feet to a point on toe Southerly right of way of the Seaboard Coastline Railroad (having a 120.0 foot right of way); thence South 59°05'01" West, a distance of 35.00 feet to an iron and the **POINT OF BEGINNING**; thence South 30°54'59" East, a distance of 114.67 feet to an iron on the Northwesterly right of way of State Road 200 (having a 184.0 foot right of way); thence South 58°59'38" West, along said Northwesterly right of way, a distance of 800.00 feet to a point; thence North 30°55'02" West, a distance of 115.92 feet to a point on the Southeasterly right of way of said Seaboard Coastline Railroad; thence North 59°05'01" East, along said right of way, a distance of 800.00 feet to the **POINT OF BEGINNING**.



PROJECT LOCATION

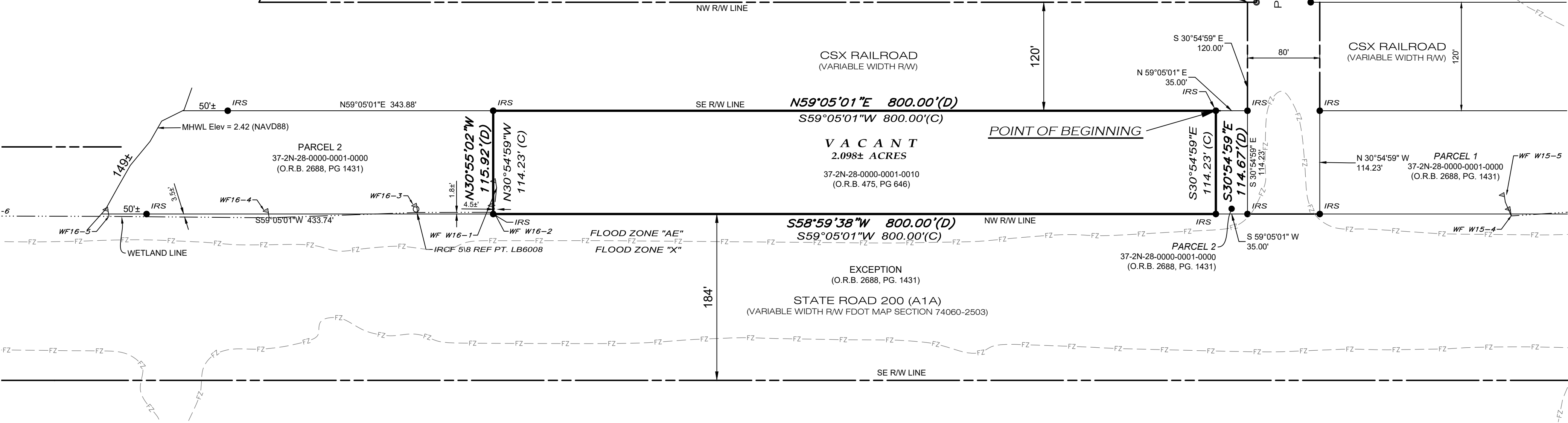


VICINITY MAP
(NOT TO SCALE)



SCALE: 1" = 80'

POINT OF REFERENCE
Parcel "A" - Tract "A" per Plat Book 4, Page 63



JOB#: 25-008	P.CHIEF: NE	F.BOOK: XXX
DRAWN: MAS	DATE: 2/6/25	CHECKED BY: JKM
FILE NAME: 25-008_piney-island-BS		
DATA FILE: 23-146_PINEY_RTK_11022023		
REVISIONS		
DATE	DESCRIPTION	DRAWN BY

PROJECT: PINEY ISLAND	
LOCATED IN: NASSAU COUNTY, FLORIDA	
PREPARED FOR NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS	DATE OF LAST FIELD SURVEY: November 2, 2023
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	

SURVEYOR'S CERTIFICATION THIS IS TO CERTIFY THAT THE ABOVE LANDS WERE SURVEYED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION, THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN AND THAT THE SURVEY SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODES.	
John K. Maffett FLORIDA PROFESSIONAL SURVEYOR & MAPPER	PSM6951



ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE, JACKSONVILLE, FLORIDA 32210 PHONE: 904-384-8377
LICENSED BUSINESS NO. 6487
www.arcsurveyors.com

SHEET NUMBER: 01 of 01