

RESOLUTION NO. 2015-14

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, AUTHORIZING THE PRIVATE SALE OF COUNTY-OWNED SURPLUS REAL PROPERTY IDENTIFIED AS PARCEL NO. 00-00-30-0380-0018-0000 TO THE HIGHEST BIDDER; PROVIDING AN EFFECTIVE DATE

WHEREAS, Nassau County is the owner of real property located at 2290 South 8th Street, in Fernandina Beach, Florida; and

WHEREAS, the Board of County Commissioners of Nassau County, Florida (“Board”) is expressly authorized by Chapter 125 of the Florida Statutes to dispose of real property belonging to the County whenever the Board determines that it is in the best interest of the County to do so; and

WHEREAS, the Board previously approved a motion to authorize the sale of the Property during a regular meeting held on January 12, 2015; and

WHEREAS, pursuant to Section 125.35(1)(a), Florida Statutes, “[t]he board of county commissioners is expressly authorized to sell and convey any real or personal property,...belonging to the county, whenever the board determines that it is in the best interest of the county to do so, to the highest and best bidder for the particular use the board deems to be the highest and best, for such length of term and such conditions as the governing body may in its discretion determine”; and

WHEREAS, pursuant to Section 125.35(1)(c), Florida Statutes, “[n]o sale shall be made unless notice thereof is published once a week for at least 2 weeks in some newspaper of general circulation published in the county, calling for bids for the purchase of the real property so advertised to be sold. In the case of a sale, the bid of the highest bidder complying with the terms and conditions set forth in such notice shall be accepted, unless the board of county commissioners rejects all bids because they are too low”; and

WHEREAS, the County advertised the Property in the Fernandina Beach News Leader on January 21, 2015 and January 28, 2015; and

WHEREAS, the opening of the sealed bids took place on February 6, 2015, and only one (1) bid was received for the Property; and

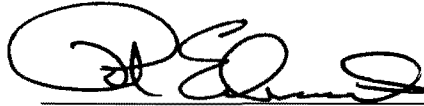
WHEREAS, Lane Mashburn of Lane Mashburn, Inc., whose mailing address is 2266 South 8th Street, Fernandina Beach, Florida 32034, offered the highest bid for the Property in the amount of Two Hundred Eleven Thousand Four Hundred Dollars (\$211,400.00), which exceeded the County-commissioned appraisal report valuation of Two Hundred Ten Thousand Dollars (\$210,000.00).

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Nassau County, Florida, that:

1. The sale of the property to Lane Mashburn, Inc. would be in the best interest of the County, and is for the highest and best use. The full legal description of the property, which is described as Parcel No. 00-00-30-0380-0018-0000, shall be established by survey to be completed within two (2) weeks of the date of the approval of this Resolution. Further, this Resolution shall be supplemented with said legal description which shall be more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein ("Property").
2. Pursuant to Section 125.35(1), Florida Statutes, the Board of County Commissioners authorizes the sale of the Property to Lane Mashburn, Inc., being the highest bidder, for the amount of Two Hundred Eleven Thousand Four Hundred Dollars (\$211,400.00), and pursuant to the terms described in the Bid Form and Purchase and Sale Agreement between the County and Lane Mashburn, Inc., attached hereto and made a part hereof as Exhibit "B".
3. The Board authorizes Chairman to execute the Bid Form and Purchase and Sale Agreement and any and all necessary conveyance documents and close the sale of the Property. The conveyance of the property by Nassau County, Florida shall be by Warranty Deed.
4. This Resolution shall become effective immediately upon adoption.

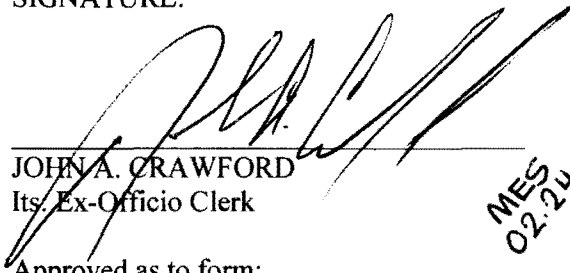
DULY ADOPTED this 23rd day of February, 2015.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



PAT EDWARDS
Its: Chairman

ATTEST AS TO CHAIRMAN'S
SIGNATURE:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

MES
02.24.15

Approved as to form:



MOLLIE M. GARRETT, Esq.
Attorney at Law

EXHIBIT "A"

LEGAL DESCRIPTION:

A PORTION OF LOTS 18, 19, 20 AND 21, ALL OF LOT 43, MARLIN PARK SUBDIVISION ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 14 OF THE OFFICIAL RECORD OF NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 4" ROUND METAL DISK FOUND AT THE SOUTHEAST CORNER OF SAID LOT 43, THENCE SOUTH $89^{\circ}02'00''$ WEST, ALONG THE SOUTH LINE OF SAID LOT 43 AND THE SOUTH LINE OF LOT 21, A DISTANCE OF 261.50 FEET TO A 4" ROUND DISK FOUND AT THE CURRENT WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 200; THENCE IN A NORTHERLY DIRECTION, ALONG THE ARC OF A CURVE IN SAID RIGHT-OF-WAY LINE, 212.50 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF SAID LOT 18, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH $18^{\circ}49'01''$ EAST, 212.40 FEET; THENCE SOUTH $89^{\circ}18'32''$ WEST, ALONG LAST SAID NORTH LINE, 99.34 FEET TO THE NORTHEAST CORNER OF SAID LOT 18; THENCE SOUTH $09^{\circ}34'53''$ WEST, 151.98 FEET TO A 1/2" IRON PIPE AND CAP FOUND AT THE NORTHWEST CORNER OF SAID LOT 43; THENCE NORTH $89^{\circ}02'00''$ EAST, ALONG THE NORTH LINE OF SAID LOT, 129.79 FEET TO A 1/2" IRON PIPE FOUND AT THE NORTHEAST CORNER OF SAID LOT 43, THE SAME BEING THE WESTERLY RIGHT-OF-WAY LINE OF AMELIA ROAD; THENCE SOUTH $12^{\circ}12'24''$ WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE A CHORD DISTANCE OF 51.33 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 0.67 ACRES, MORE OR LESS.

EXHIBIT "B"

NASSAU COUNTY, FLORIDA

SURPLUS REAL PROPERTY

BID FORM AND PURCHASE AND SALE AGREEMENT

BID NUMBER:	NC14-021
SALE PARCEL NUMBER:	00-00-30-0380-0018-0000
DESCRIPTION:	.66 acres vacant land
ADDRESS/LOCATION:	2290 S. 8 th Street Fernandina Beach, Florida 32034
MINIMUM BID:	\$ 211,400.00
AMOUNT OF BID:	\$ 211,400.00
LESS DEPOSIT (Minimum 20% of Bid)	\$
BALANCE DUE:	\$

AGREEMENT AND CONSIDERATION

1. **Agreement.** The undersigned, hereinafter referred to as "Purchaser", agrees to the terms of sale set forth in this Bid Form and agrees to pay Nassau County, hereinafter referred to as "the County" the amount entered above as the "Amount of Bid", for the real property identified above (full legal description to be attached).

See Exhibit "A" attached

2. **Payment of Consideration.** Accompanying this bid is a cashier's check, payable to the Nassau County Board of County Commissioners, in the amount entered above as "Deposit". The balance of the purchase price, in the amount entered above as "Balance Due", shall be in the form of a cashier's check, payable to the Nassau County Board of County Commissioners, and shall be due within Thirty (30) days of acceptance by the County of this bid. It is understood that Purchaser acquires no right, title, interest or equity in said real property until the purchase price has been paid.

In the event Purchaser fails to pay the balance due within the time specified, or meet any terms of this agreement, all rights of the Purchaser in the real property described above shall cease and all right, title and interest in said real property shall remain vested in the County, free of any claim of equity in the undersigned Purchaser or those claiming through the Purchaser, and the County shall retain the deposit as liquidated damages for failure of Purchaser to complete the purchase.

CONDITIONS AND TERMS OF SALE

1. **Title Conditions.** This sale is subject to the following:
 - a. Special assessments, existing restrictions, reservations and easements, if any, including easements for slopes, drainage facilities, water, gas, electric, and communications services lines and facilities;

- b. The rights of any utilities or other entities with facilities located with the property subject to this agreement, which may include the right to operate, reconstruct, and maintain their facilities.
2. **Form of Deed.** Nassau County shall deliver a ~~Quit-Claim-Deed or Treasurer's Deed~~ ^{WARRANTY DEED}, conveying its interest in the property, ~~but providing no warranties.~~ The deed may contain reservations as provided by law.
3. **Title Insurance.** Nassau County will not provide title insurance. Purchaser may provide and pay for title insurance.
4. **Condition of Property.** The property is sold as-is with no representations or warranties by Nassau County as to its condition, value, or suitability for any purpose. Purchaser is free to examine the property, the public record, building requirements and any other information or evidence related to the condition or suitability of the property. Nassau County will not provide, and the Purchaser shall not rely on, any statements or representations from any person acting on behalf of Nassau County concerning any of the following, except as expressly provided otherwise in this Agreement:
- The exact size or area of the property or any parcel of the property;
 - The location of boundaries or corners of the property or any parcel of the property;
 - Except as disclosed in this Agreement, the condition of the property, including but not limited to, environmental conditions above or below the ground or present or past compliance with environmental regulations;
 - Access to the property;
 - Availability of utilities and services to the property;
 - Ability of Purchaser to use the property or any portion thereof for any purpose;
 - Any other matter affecting or relating to the property or any portion thereof.
5. **Condition of Property Indemnification.** Nassau County shall convey and Purchaser shall acquire title to the property in the condition existing at the time of closing of the sale. Purchaser shall waive, release and forever discharge Nassau County from all claims, actions, causes of action, fines, penalties, damages (including consequential, incidental and special damages), costs (including the cost of complying with any judicial or governmental order), and expenses (including attorney fees), direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of, or in any way growing out of, or in connection with, any physical characteristic or condition of the property, including any surface or subsurface condition, or any law, rule or regulation applicable to the property. These provisions shall be binding on Purchaser and Purchaser's successors and assigns.
6. **Environmental Indemnification.** Purchaser shall be responsible for any required environmental assessments, at Purchaser's expense. Purchaser further acknowledges and covenants that Purchaser shall indemnify and hold the County harmless from any and all claims, actions, causes of action, fines, penalties, damages (including consequential, incidental and special damages), costs (including the cost of complying with any judicial or governmental order), expenses (including attorney fees), direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way growing out of or in connection with any environmental condition originating from the property, or violation of any environmental law caused by material originating above or below the surface of the property, regardless of who makes any such claim

PURCHASER:

Signature

Full legal name as it should appear on deed

Address

City, State, Zip

Phone Number

PURCHASER:

Signature

Full legal name as it should appear on deed

Address

City, State, Zip

Phone Number

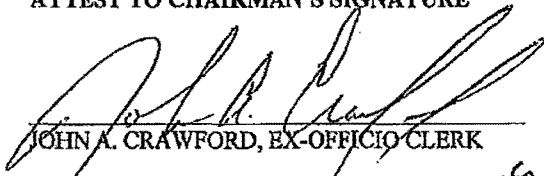
ACCEPTANCE OF BID
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS:



PAT EDWARDS, CHAIR

2-9-15
DATE

ATTEST TO CHAIRMAN'S SIGNATURE



JOHN A. CRAWFORD, EX-OFFICIO CLERK

MES
02-10-15

APPROVED AS TO FORM AND LEGALITY:

