

RESOLUTION NO. 2018- 106

A RESOLUTION ACCEPTING THE BID OF COUNTY OWNED PROPERTY LOCATED IN NASSAU COUNTY, FLORIDA, PURSUANT TO SECTION 125.35, FLORIDA STATUTES

WHEREAS, the Board of County Commissioners of Nassau County, Florida owns property located on the southwest corner of A1A First Coast Highway and Ron Kolar Way, in Fernandina Beach, Florida 32034; and

WHEREAS, the property located on the southwest corner of A1A First Coast highway and Ron Kolar Way is vacant; and

WHEREAS, an appraisal for said property was obtained; and

WHEREAS, said property was appraised at \$100,000.00 on April 22, 2018; and

WHEREAS, the Board of County Commissioners of Nassau County, Florida, is authorized, pursuant to Section 125.35, Florida Statutes, to sell and convey any real or personal property belonging to the County when it has been determined to be in the best interest of the County to do so, and to convey same to the highest and best bidder for the particular use the Board deems to be the highest and best; and

WHEREAS, the Board of County Commissioners authorized staff to advertise for bids for the "as-is condition" sale of the County-owned property located on the southwest corner of A1A First Coast Highway and Ron Kolar Way with a minimum bid to be that of the appraised value with closing costs to be borne by the purchaser; and

WHEREAS, pursuant to advertisement, Invitation to Bid(s) (ITB) were received for "Sale of Real Property" - Bid No. NC18-021, on September 5, 2018 by 4:00 P.M. and opened at 10:00 A.M. on September 6, 2018; and

WHEREAS, only one (1) bid was received:

Amelia Island Plantation Community Association

5542 First Coast Highway
Suite 400
Fernandina Beach, Florida 32034

Bid Received 9/4/18 at 8:34 A.M.

Total Bid \$110,900.00 (Retainer \$22,180.00)

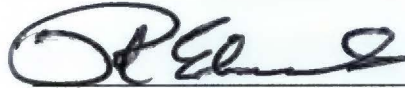
NOW, THEREFORE, BE IT RESOLVED this _____ day of _____, 2018 by the Board of County Commissioners of Nassau County, Florida as follows:

1. The Board does hereby authorize the sale of the property, pursuant to the Agreement for Purchase and Sale of Property for Successful Bidder (Attached hereto as Exhibit "A"), located on the southwest corner of A1A First Coast Highway and Ron Kolar Way, Fernandina Beach, Florida, Parcel No. 01-6N-29-AICO-0013-0000

2. The Board does hereby authorize and direct the County Manager to execute the Purchase and Sale Agreement and any necessary documents of said real property pursuant to Section 125.35(1)(c), Florida Statutes,

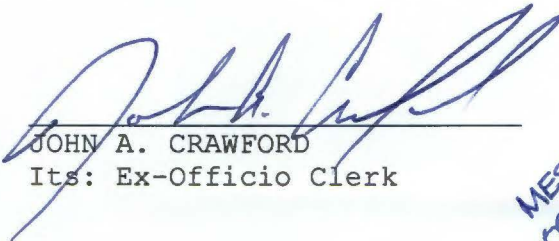
3. If the Qualified Bidder executes the Agreement for Purchase and Sale of Property for Successful Bidder and proceeds to closing, the County shall convey the property by Special Warranty Deed.
4. All Closing costs to be the responsibility of the Qualified Bidder.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



Pat Edwards
Its: Chairman

ATTEST:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

MES
09.24.18

Approved as to form by the
Nassau County Attorney:


MICHAEL S. MULLIN

Exhibit "A"

**AGREEMENT FOR PURCHASE AND SALE
OF PROPERTY FOR SUCCESSFUL BIDDER**

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between **Amelia Island Plantation Community Association, Inc.**, whose address is 5542 First Coast Highway Suite 400, Fernandina Beach, FL 32034, hereinafter referred to as "BUYER", and NASSAU COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as "SELLER".

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple tile to the real property (Property) described below; and

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on _____, Seller accepted the bid of Amelia Island Plantation Community Association, Inc. in response to ITB Sale of Real Property, NC18-021, in the amount of \$110,900; and

WHEREAS, Seller and Buyer desire to enter into this agreement to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:

1. The total purchase price is One Hundred Ten Thousand Nine Hundred Dollars and NO/100, (\$110,900).
2. This Agreement is authorized by the Board of County Commissioners and the County Manager is authorized to execute the agreement and any and all necessary closing documents.
3. SELLER agrees to sell and convey to BUYER by County Deed, attached as Attachment "A", and BUYER agrees to purchase the property described as: see attached Attachment "B" (hereinafter "the Property").
4. The closing will occur on or before _____, unless extended by mutual agreement of the parties in writing.

5. BUYER accepts all real property being conveyed in this Agreement in AS IS condition. SELLER makes no actual or implied warranties of habitability, condition, merchantability, or fitness for any general or specific use are hereby given.
6. Closing: Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed by the closing agent as determined by the County Manager. The closing agent will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 30 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.
7. BUYER agrees to pay any and all closing costs, (including closing agent costs and fees) documentary stamps, recording fees, tax prorations, and title insurance (if any), required on the instrument of conveyance.
8. The terms and conditions of this Agreement and the Conditions and Terms of Sale shall survive the closing, except as otherwise limited herein.
9. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors, and assigns insofar as the context hereof will permit.
10. This Agreement, including all exhibits attached hereto, embodies the complete and entire agreement between the parties regarding this transaction and supersedes all prior negotiations, agreements, and understandings relating thereto. This Agreement may not be varied or modified except by written agreement of both SELLER and BUYER or BUYER'S authorized agent.
11. No delay or omission in the exercise of any right or remedy accruing to SELLER or BUYER upon any breach under this Agreement shall impair such right or remedy or be construed as a waiver of any other breach occurring before or after such breach.
12. This Agreement shall be construed under and in accordance with the laws of the State of Florida and venue for its enforcement shall be in Nassau County, Florida.
13. This Agreement may be executed in two or more counterparts, all of which together shall constitute one and the same instrument. There may be duplicate originals of this Agreement, only one of which need to be produced as evidence of the terms hereof.
14. If any date described herein falls on a Saturday, Sunday or government holiday that date shall be automatically extended to the next day that is not a Saturday, Sunday or government holiday.
15. BUYER may not assign its rights under this Agreement, other than to an affiliated entity.

16. Time is of the essence.

17. All notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing, and shall be hand delivered or sent by facsimile transmission or by an overnight delivery service. Notice shall be deemed to have been given and received when personally served; on the day sent when notice is given by facsimile or electronic mail transmission (provided notice via electronic mail is provided to all recipients); or upon delivery when notice is given by overnight delivery service. Notices shall be given to the following addresses:

AS TO BUYER

Amelia Island Plantation Community Association, Inc.
5542 First Coast Highway, Suite 400
Fernandina Beach, FL 32034
Telephone: (904) 491-9850
Email: pstewart@castlegroup.com

AS TO SELLER

Interim Nassau County Manager
96135 Nassau Place, Suite 1
Yulee, FL 32097
Telephone: (904) 530-6010
Email: mmullin@nassaucountyfl.com

and

Nassau County Attorney
Board of County Commissioners
96135 Nassau Place, Suite 6
Yulee, FL 32097
Telephone: (904) 530-6100
Email: mmullin@nassaucountyfl.com

18. SELLER and BUYER each knowingly, voluntarily, and intentionally waive any right it may have to a trial by jury of any claim, demand, action or cause of action, in connection with or in any way related to this Agreement.

19. Disclosures:

(a) PERMITS DISCLOSURE: Except as may have been disclosed by SELLER to BUYER in a written disclosure, SELLER does not know of any improvements made

to the property which were made without required permits or made pursuant to permits which may have not been properly closed.

(b) **PROPERTY TAX DISCLOSURE:** BUYER should not rely on the SELLER'S current property taxes as the amount of property taxes that the BUYER may be obligated to pay in the year subsequent to purchase. A change in ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the Nassau County Property Appraiser's Office for information.

20. **Governing Law and Binding Effect.** The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyer and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Nassau County, Florida.
21. **Integrated Agreement, Waiver and Modification.** This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.
22. **Brokerage.** Seller and Buyer acknowledge, represent and warrant to each other that no broker or finder has been employed by either Seller or Buyer in connection with the sale and purchase contemplated in the Agreement.
23. **Default and Termination.** If either party fails to perform any of its obligations set forth in the agreement with the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.
24. **Further Assurances.** Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.
25. **Relationship of the Parties.** Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.

26. Miscellaneous. If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, BUYER has caused this instrument to be executed in its name on this ____ day of _____, 2018.

WITNESSES:

BUYER:

Signature of Witness

Signature of Buyer

Printed Name of Witness

Printed Name of Buyer

Signature of Witness

Printed Name of Witness

WITNESSES:

BUYER:

Signature of Witness

Signature of Buyer

Printed Name of Witness

Printed Name of Buyer

Signature of Witness

Printed Name of Witness

IN WITNESS WHEREOF, duly executed this _____ day of _____, 2018.

ON BEHALF OF THE
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

MICHAEL S. MULLIN
Its: Interim County Manager

Approved as to form by the Nassau County Attorney:

MICHAEL S. MULLIN

ATTACHMENT "A"

This instrument prepared by:
MICHAEL S. MULLIN, County Attorney,
96135 Nassau Place, Suite 6, Yulee,
FL 32097. Title to the lands described
Herein has not been examined by me and no
Warranty or other representation is made and
No opinion (either expressed or implied) is
given, as to the marketability or condition of the
title to the subject property, the quality of
lands included

DEED

THIS DEED, made this _____ day of _____, 2018, between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, ("Grantor"), whose mailing address is 96135 Nassau Place, Suite 1, Yulee, Florida 32097, and, **Amelia Island Plantation Community Association, Inc.**, ("Grantee") whose address is 5542 First Coast Highway Suite 400, Fernandina Beach, FL 32034.

WITNESSETH: That Grantor, for and in consideration of the sum of \$110,900 to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, the following described land lying and being in Nassau County, Florida, to-wit:

PARCEL NO.: 01-6N-29-AICO-0013-0000

LEGAL DESCRIPTION: See Attachment "B"

SUBJECT TO:

1. All easements, conditions, covenants, restrictions and agreements of record, provided that this instrument shall not reimpose same.
2. Real estate taxes for the year _____ and all subsequent years, to the extent applicable to the Property.
3. Existing applicable governmental building and zoning ordinances and other governmental regulations.

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

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said board, the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

PAT EDWARDS
Its: Chairman

ATTEST AS TO CHAIRMAN’S SIGNATURE:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as form by the
Nassau County Attorney:

MICHAEL S. MULLIN

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Pat Edwards, as Chairman of the Board of County Commissioners of Nassau County, Florida.

Signature of Notary – State of Florida
Printed name of Notary: _____
My Commission expires: _____

Personally Known _____ OR
Produced Identification _____
Type of identification Produced _____

Attachment "B"

Buzz Wagand and Associates, Inc.

Legal Description

A PORTION OF TRACT 1, "MARSH CREEK VILLAGE, UNIT ONE", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 18, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 1; THENCE SOUTH 19°33'59" EAST, ALONG THE EASTERLY LINE OF SAID TRACT 1 AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 105 (A-1-A), A DISTANCE OF 183.06 FEET; THENCE SOUTH 75°12'49" WEST A DISTANCE OF 168.20 FEET TO INTERSECT THE EASTERLY RIGHT-OF-WAY LINE OF SEA MARSH ROAD (A 60 FOOT RIGHT-OF-WAY) AS SHOWN ON SAID PLAT OF "MARSH CREEK VILLAGE, UNIT ONE" AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 120.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SEA MARSH ROAD THROUGH A CENTRAL ANGLE OF 29°54'57", AN ARC DISTANCE OF 62.66 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 21°32'35" WEST A DISTANCE OF 61.95 FEET TO THE POINT OF TANGENCY; THENCE NORTH 06°35'06" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SEA MARSH ROAD, A DISTANCE OF 14.38 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 255.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SEA MARSH ROAD THROUGH A CENTRAL ANGLE OF 12°58'03", AN ARC DISTANCE OF 57.71 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 13°04'03" WEST A DISTANCE OF 57.59 FEET TO THE POINT OF TANGENCY; THENCE NORTH 19°33'11" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SEA MARSH ROAD, A DISTANCE OF 10.96 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SEA MARSH ROAD THROUGH A CENTRAL ANGLE OF 90°00'01", AN ARC DISTANCE OF 39.27 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 25°26'50" EAST A DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY; THENCE NORTH 70°26'50" EAST, ALONG THE NORTHERLY LINE OF SAID TRACT 1, "MARSH CREEK VILLAGE, UNIT ONE" AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF RON KOLAR WAY, ALSO KNOWN AS PARCEL "A" AS SHOWN ON THE PLAT OF "SEA MARSH VILLAGE, UNIT ONE", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 11, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, A DISTANCE OF 135.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.67 ACRES MORE OR LESS.

Exposure Time

The Appraisal Institute's *Dictionary of Real Estate Appraisal, 6th Edition*, defines exposure time as "The time a property remains on the market. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.

Exposure time is always presumed to occur prior to the effective date of the appraisal. The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort." Based on our discussions with