

**AGREEMENT FOR PURCHASE AND SALE  
OF PROPERTY**

THIS AGREEMENT, made and entered into this 24 day of FEB, 2017, by and between Richard and Jean Miller, Husband and Wife, whose address is 27442 Kentucky Street, Hilliard, Florida 32046, 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:

1. The total purchase price is Four Thousand U.S. Dollars and 00/100 (\$4,000.00).
2. This Agreement is authorized by the Board of County Commissioners and the County Manager is authorized to execute the agreement.
3. SELLER agrees to sell and convey to BUYER by County Deed, and BUYER agrees to purchase the property described as: BLOCK 193, LOTS 18 & 19, CHANCERY ORDER BK 14/278. TOWN OF HILLIARD, (hereinafter "the Property"). The Property is currently identified by Nassau County Property Appraiser Parcel ID No. 08-3N-24-2380-0193-0180 (hereinafter "the Property"). The property is approximately 6,250 square feet, more or less, in size.
4. The closing will occur on or before May 14, 2017, 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. Prior to closing, the Property may be surveyed by BUYER, at BUYER's expense. If the survey shows any encroachments on the Property or that the improvements, if any, located on the property encroach on other lands, written notice thereof will be given to SELLER by BUYER within thirty (30) days from BUYER'S receipt of the survey, and SELLER will have ninety (90) days to remove such encroachments within said time, or in the event that SELLER elects not to cure any such defects in the survey that are timely objected to by BUYER, BUYER, at its option may terminate this Agreement and BUYER shall be refunded the Bid Deposit, without interest, and all rights and liabilities arising hereunder or may close the sale in the same manner as if no such defect had been found.
7. BUYER agrees to pay all closing costs, documentary stamps, and recording fees required on the instrument of conveyance.

8. The terms and conditions of this Agreement 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. Risk of loss or damage to the property, or any part thereof, by fire or any other casualty will be on the SELLER up to the date of closing and thereafter will be on the BUYER.
16. BUYER may not assign its rights under this Agreement, other than to an affiliated entity.
17. Time is of the essence.
18. The County Deed form is attached hereto as Exhibit "A".
19. 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

Richard and Jean Miller  
27442 Kentucky Street  
Hilliard, FL 32046

AS TO SELLER

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

20. 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.
21. 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.

IN WITNESS WHEREOF, BUYER has caused this instrument to be executed in its name on this 24 day of February, 2017.

WITNESSES:

*Vickie L. Hunter*  
Signature of Witness

Vickie L. Hunter  
Printed Name of Witness

*Larry G. Cribb*  
Signature of Witness

Larry G. Cribb  
Printed Name of Witness

BUYER:

*Richard L. Miller*  
Signature of Buyer

Richard L. Miller  
Printed Name of Buyer

WITNESSES:

*Vickie L. Hunter*  
Signature of Witness

Vickie L. Hunter  
Printed Name of Witness

*Larry G. Cribb*  
Signature of Witness

Larry G. Cribb  
Printed Name of Witness

BUYER:

*Jean Miller*  
Signature of Buyer

Jean Miller  
Printed Name of Buyer

IN WITNESS WHEREOF, duly executed this 3<sup>rd</sup> day of May, 2017.

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

  
\_\_\_\_\_  
SHANEA JONES  
Its: County Manager

Approved as to form by the Nassau County Attorney:

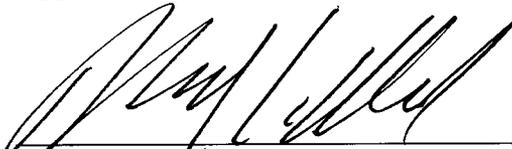
  
\_\_\_\_\_  
MICHAEL S. MULLIN

EXHIBIT "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

**QUIT CLAIM DEED**

**THIS INDENTURE**, made this 24 day of FEB, 2017, between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, party of the first part, and, RICHARD + JEAN MILLER, whose address is 27442 KENTUCKY ST HILLIARD FL 32046 of the County of Nassau, State of Florida, party of the second part.

**WITNESSETH:** That said party of the first part, for and in consideration of the sum of \$ 3600.00 to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the party of the second part his or her heirs and assigns forever, the following described land lying and being in Nassau County, Florida, to-wit:

**PARCEL NO.:** 08-3N-24-2380-0193-0180

**LEGAL DESCRIPTION:** BLOCK 193, LOTS 18 AND 19  
CHANCERY ORDER BK 14/278  
TOWN OF HILLIARD

**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

\_\_\_\_\_  
DANIEL B. LEEPER  
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 \_\_\_\_\_, 2017, by Daniel B. Leeper, 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 \_\_\_\_\_

CS-16-171

INSTR # 201713809, Book 2119, Page 27 Doc Type D, Pages 3, Recorded 05/09/2017  
at 01:22 PM, John A Crawford, Nassau County Clerk of Circuit Court, Deed Doc. D  
\$28.00 Rec. Fee \$27.00

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

**QUIT CLAIM DEED**

THIS INDENTURE, made this 3rd day of May, 2017,  
between the Board of County Commissioners of Nassau County,  
Florida, a political subdivision of the State of Florida,  
whose post office address is 96135 Nassau Place, Suite 1,  
Yulee, Florida 32097, hereinafter called the party of the  
first part, to Richard Miller and Jean Miller, husband and  
wife, whose post office address is 27442 Kentucky Street,  
Hilliard, Florida 32046, hereinafter called the party of  
the second part.

WITNESSETH: That the said party of the first part,  
for and in consideration of the sum of Ten Dollars (\$10.00)  
to it in hand paid by the party of the second part, the  
receipt whereof is hereby acknowledged, has granted,  
bargained, and sold to the party of the second part his or  
her heirs and assigns forever, the following described land  
lying and being in Nassau County, Florida, to-wit:

Parcel ID Number: 08-3N-24-2380-0193-0180

See attached Exhibit "A"

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.

(Signatures continue on the next page)



*[Handwritten Signature]*

DANIEL B. LEEPER, Chairman  
Board of County Commissioners  
Nassau County, Florida

Attest as to Chairman's Signature:

*[Handwritten Signature]*  
JOHN A. CRAWFORD  
Ex-Officio Clerk

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of MAY, 2017, by Daniel B. Leeper, as Chairman of the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, and John A. Crawford, as Ex-Officio Clerk to the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, who are personally known to me or who has produced personally known as identification and who did take an oath.

PEGGY B. SNYDER  
Notary Public, State of Florida  
My Comm. Expires November 12, 2019  
Commission No. FF 936764

*[Handwritten Signature]*  
Notary Public  
Printed name: PEGGY B. SNYDER  
My Commission expires: 11-12-19

Property Address: Ninth Ave.  
Hilliard, Florida 32046

APN# 08-3N-24-2380-0193-0180

EXHIBIT "A"  
LEGAL DESCRIPTION

Lot 18 and 19, Block 193, Plat of the West Portion of the Town of Hilliard, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 17, of the Public Records of Nassau County, Florida.