

**REAL PROPERTY PURCHASE AND SALE AGREEMENT**  
**NASSAU COUNTY THOMAS CREEK IMPLEMENTATION PLAN**  
**(KATHLEEN NICHOLS, 43113 FREEDOM DRIVE)**

This REAL PROPERTY PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is entered into on this 28th day of October, 2024 (the “**Effective Date**”) between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida (“**County**” or “**Purchaser**”), having an address at 96135 Nassau Place, Suite 1, Yulee, Florida 32097, and the following individual or entity identified immediately below (“**Seller**”), having an address of the following:

KATHLEEN P. NICHOLS, an individual  
43113 Freedom Drive, Callahan, Florida 32011.

**RECITALS**

WHEREAS, the County approved the Thomas Creek Implementation Plan (“**Plan**”) on March 27, 2023; and

WHEREAS, part of the Plan is to use a variety of funding sources for the County to purchase certain properties within the Thomas Creek watershed; and

WHEREAS, following purchase of the properties, the County intends to remove the improvements, including any dwelling(s), and restore the properties to the natural floodplain; and

WHEREAS, Seller owns the Property (as hereinafter defined), which the County identified as land that the County desires to purchase under the Plan; and

WHEREAS, subject to the terms and conditions of this Agreement, Seller desires to sell the Property to Purchaser and Purchaser desires to purchase the Property from Seller.

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 to be Conveyed**. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, in accordance with the provisions of this Agreement, all right, title, and interest of Seller in and to the real property identified below and more particularly described in Exhibit A (the “**Land**”), together with all buildings and improvements located on the Land as of the Closing, and all other rights, privileges, easements, licenses, appurtenances, and hereditaments relating to the Land, including any riparian and littoral rights, if any (collectively, the “**Property**”):

43113 Freedom Drive, Callahan, Nassau County, Florida 32011  
Parcel ID No. 16-1N-25-2910-0019-0010

**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, and subject to all other conditions of Closing as set forth herein, including any credits or apportionments as provided for under this Agreement, is the following:

THREE HUNDRED TWO THOUSAND NINE HUNDRED FIFTY and 00/100 Dollars  
(\$302,950.00)

(a) **No Earnest Money Deposit.** The parties agree that there is no earnest money deposit under this Agreement, and that the County shall not deposit any amount of the Purchase Price into escrow other than the entire Purchase Price and any closing costs at Closing.

**4. Title and Closing Agent.** The following law firm will serve as the title and closing agent for this transaction (“**Closing Agent**”):

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

**5. Closing Costs.** Each party shall pay the fees and expenses of its own attorneys or consultants in connection with the preparation of this Agreement. Other closing costs shall be paid in accordance with the following:

- (a) County shall pay:
  - (i) The costs charged by the title insurance company, including costs related to the title commitment, any premiums, and title endorsements;
  - (ii) Documentary stamp tax on the deed;
  - (iii) Recording fees payable in connection with the recording of the deed;
  - (iv) The costs of any survey, environmental assessment or audit, or other due diligence performed by the County; and
  - (v) Closing Agent’s fees.
- (b) 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; and

- (ii) Any property taxes and assessments for the Property, prorated to Closing Date.

**6. Inspection Period and County's Entry on Property.** Beginning on the Effective Date and ending sixty (60) 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 surveys, tests, studies, inspections, assessments, or audits as the County may choose to perform, including a Phase I Environmental Site Assessment, provided that the Property is not damaged and is left in a clean and safe condition. The County may, in its sole discretion, extend the Inspection Period by thirty (30) days without obtaining the consent or agreement of the Seller. The Inspection Period may be further extended by mutual agreement of the parties.

(a) 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.

**7. Closing and Property Condition.** Closing shall occur no later than five (5) months after the Effective Date (the "**Closing Date**") at the offices of the Closing 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. Any extension of the Closing Date to a later date shall require a written amendment to this Agreement.

(a) 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, as hereinafter defined. The parties shall execute and deliver all other documents reasonably necessary or otherwise required by the Closing Agent and title insurance company to consummate the transaction contemplated by this Agreement.

(b) Seller recognizes that, following Closing, any buildings and improvements (including residential dwellings) will be removed by the County. Seller agrees to leave the Property free of personal property, refuse, and all other materials other than the buildings and improvements located on the Land. The parties will conduct an inspection of the Property at least five (5) days prior to the Closing Date to review the condition of the Property. If the Property is not in proper condition, then the Closing Date may be extended in the County's sole discretion. Seller will have no access to the Property following the Closing Date unless agreed to by the County in its sole discretion and separately documented by the parties in a written amendment to this Agreement.

**8. Survey and Title Examination.** The County shall order and obtain a survey of the Property and the appropriate title commitment for an owners title policy on the Property.

(a) 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. 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.

(b) The County shall have fifteen (15) days after (i) the County's receipt of both the survey and the title commitment, or (ii) the Effective Date, whichever is later, 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 fifteen (15) 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 fifteen (15)-day cure period or the Inspection Period, 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.

**9. Seller's Representations and Warranties.** Seller represents and warrants to Purchaser on and as of the Effective Date and on and as of the Closing Date, as follows:

(a) Seller owns the Property in fee simple and has the requisite power and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

(b) Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Seller to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Seller which has not been previously obtained.

(c) There are no leases affecting the Property.

(d) There is no litigation, arbitration, or other legal or administrative suit, action, proceeding, or investigation pending or threatened against or involving Seller or the ownership or operation of the Property, including, but not limited to, any condemnation action relating to the Property.

(e) Seller has not entered into any service, maintenance, supply, leasing, brokerage, listing and/or other contracts relating to the Property (along with all amendments and modifications thereof, the “**Service Contracts**”) which will be binding upon the Purchaser after the Closing.

(f) 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 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.

**10. 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:	Kathleen Nichols 43113 Freedom Drive Callahan, Florida 32011
To County:	Stormwater and Drainage Management 96161 Nassau Place Yulee, FL 32097
Copy to:	County Attorney’s Office 96135 Nassau Place, Suite 6 Yulee, FL 32097

**11. No Brokers.** The parties each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about, this transaction. Seller and Purchaser shall each indemnify, defend, and hold harmless the other from and against any claim of any broker or other person for any brokerage commissions, finder’s fees, or other compensation in connection with this transaction if such claim is based in whole or in part by, through, or on account of, any acts of the indemnifying party or its agents, employees, or representatives and from all losses, liabilities, costs, and expenses in connection with such claim, including without limitation, reasonable attorneys’ fees, court costs, and interest.

**12. 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.

**13. 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.

**14. Miscellaneous.**

(a) **Governing Law; Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. 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.

(b) **Merger; No Representations.** This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation, no party is relying upon any statement or representation, not set forth in this Agreement, made by any other party.

(c) **No Survival.** Except as otherwise provided in this Agreement, no representations, warranties, covenants, or other obligations of Seller or Purchaser set forth in this

Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

(d) Business Days. Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a non-Business Day, then such period (or date) shall be extended until the next succeeding Business Day. As used herein, the term “**Business Day**” shall mean any day other than a Saturday, a Sunday, or a holiday designated by Nassau County, Florida.

(e) Modifications and Amendments. Except as otherwise provided herein, this Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

(f) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, executors, personal representatives, successors, and assigns.

(g) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

(h) Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of Florida and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

(i) Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

(j) Headings; Construction. The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement. Whenever used herein, the singular shall include the plural, the plural shall include the singular, and gender shall include both genders.

(k) No Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

(l) **Waiver of Jury Trial.** SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

(m) **Time of the Essence.** The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of Notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement.

(n) **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.

(o) **Legal Requirements.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations.

(Remainder of page intentionally blank. Signature page follows.)

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

**SELLER**

DATE: 10/1/2024

  
\_\_\_\_\_  
KATHLEEN P. NICHOLS

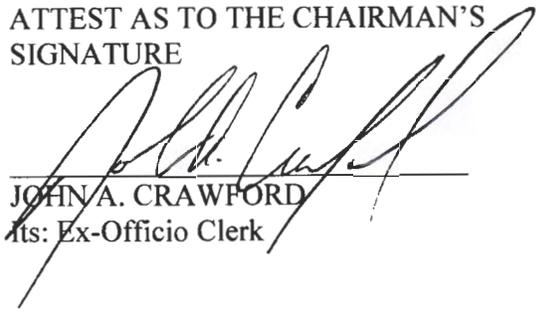
**BOARD OF COUNTY COMMISSIONERS OF  
NASSAU COUNTY, FLORIDA**

DATE: 10-28-24



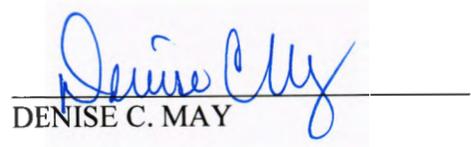
\_\_\_\_\_  
JOHN F. MARTIN, MBA  
CHAIRMAN

ATTEST AS TO THE CHAIRMAN'S  
SIGNATURE



\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney



\_\_\_\_\_  
DENISE C. MAY

**Exhibit A**

**Legal Description**

43113 Freedom Drive  
Callahan, Nassau County, Florida 32011

Parcel ID No. 16-1N-25-2910-0019-0010

*Legal description to be confirmed by new survey:*

A part of Lot 19, WOODLAND ESTATES, Unit One according to the plat recorded in Plat Book 4, pages 29 and 30, current public records of Nassau County, Florida being more particularly described as follows:

Begin at the Northeast corner of said Lot 19; thence South 17° 02' 13" East along the dividing line between Lots 18 and 19, 691.26 feet to a point in the Northwesterly right-of-way line of Plantation Drive (a 60 foot right-of-way); thence South 55° 40' 05" West along said right-of-way line, 24.24 feet; thence South 11° 40' 05" West along said right-of-way line, 33.54 feet; thence North 15° 10' 05" West, 232.03 feet; thence North 78° 40' 22" West, 481.72 feet to point in Westerly Line of said Lot; thence North 26° 30' 38" East along said line 245.5 feet; thence North 55° 40' 05" East along boundary of said Lot, 300 feet to point of beginning.