

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT (the "Agreement") is made and entered into as of the Effective Date (being the date of last execution hereof by the parties), by and between William Mark Head and R. Ronnie Harrell and Nancy N. Harrell, husband and wife ("Seller") and Walton County, Florida, a political subdivision of the State of Florida ("Buyer").

WHEREAS, the Sellers are the owners of three parcels of real property in Walton County, Florida, to wit: the Property and the Upland Lots, as defined elsewhere in this Agreement, which are affected by the Eastern Lake outfall; and

WHEREAS, the Sellers have agreed to sell the Property more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, together with all improvements and fixtures located thereon, if any, and all and singularly rights and appurtenances pertaining thereto (collectively, the "Property") to the Buyer on the terms and conditions contained in this Agreement; and,

WHEREAS, the Buyer has commissioned two appraisals for the Property which arrived at an average fair market value of the Property, defined below, of \$925,000; and

WHEREAS, the Buyer finds that the terms and conditions of this Agreement are in the best interests of the people of Walton County, Florida;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, including without limitation the covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **RECITALS; SALE AGREEMENT.** The above recitals are true and correct and incorporated herein by this reference. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, on the terms hereof, the Property.
2. **PURCHASE PRICE.** The purchase price to be paid by Buyer to Seller for the Property is Eight Hundred Fifty-Thousand and 0/100 Dollars (\$850,000.00) (the "Purchase Price"), to be paid at closing in immediately available current U.S. funds.
3. **TITLE AND SURVEY REVIEW**
 - 3.1. **Title Commitment.** As soon after the Effective Date as reasonably possible, Buyer shall obtain a commitment for the Issuance by Mitchell Land & Title, Inc., (the "Title Company", Contact: 298 E. Nelson Ave., DeFuniak Springs, Florida, 32433, (850) 892-6982) of an ALTA owner's title insurance policy, with extended coverage, insuring title to the Property to be good and marketable fee simple (the "Commitment"), together with legible copies of all recorded documents constituting exceptions under the Commitment (collectively, the "Exception Documents").

- 3.2. Prior Title Policy. Within ten (10) days after the Effective Date, Seller shall (i) forward to the Title Company copies of any prior issued title insurance policies in Seller's possession or control, which cover any part of the Property, or (ii) advise Buyer, in writing, that no such title policies are within Seller's possession or control.
- 3.3. Survey. As soon after the Effective Date as reasonably possible, Buyer shall obtain a current survey of the Property (the "Survey") prepared by a registered professional land surveyor designated by Buyer, in conformance with the ALTA Standards and Buyer's then current survey requirements. The delivery of a survey which does not meet the requirement of this Section 3.3 will not constitute delivery or receipt of the Survey hereunder.
- 3.4. Title and Survey Objections; Cure Period. After Buyer's receipt of the last of the Commitment, Exception Documents and Survey, Buyer shall give written notice to Seller of (i) any matters contained therein to which Buyer objects, has comments or wants additional information on; and (ii) any pre-Closing requirements (the "Title Objections Letter"). Any matters identified in the Commitment as conditions to or requirements for the issuance of the Title Policy (as defined in Section 15 below) will automatically constitute objections by Buyer. Seller shall have fifteen (15) days after receipt of Buyer's Title Objection Letter (or the Closing, if sooner) to use its best efforts to cure and/or satisfy the same, as the case may be, to the reasonable satisfaction of Buyer. If an objection is not timely cured or requirement timely satisfied, Buyer shall have the option to either (i) waive the same; (ii) cure or satisfy the objection or requirement and deduct the cost thereof from the Purchase Price; (iii) extend Seller's period for curing objections or satisfying requirements; (iv) terminate this Agreement, in which event both parties will be relieved of any further liability hereunder (except as otherwise expressly provided herein).
4. BUYER'S RIGHT OF INSPECTION; DUE DILIGENCE. Buyer is satisfied that the Property is suitable for Buyer's purposes. Existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental conditions, are acceptable to Buyer. This Agreement is not contingent on Buyer conducting any further investigations.
5. SELLER'S DELIVERIES BEFORE CLOSING. Within 10 days after the Effective Date, Seller shall either (i) deliver to Buyer all plans, engineering or environmental reports, surveys, records, in Seller's possession or control, which relate to the ownership, development, operation or condition of the Property or any part thereof; or (ii) advise Buyer that no such documentation is within Seller's possession or control.

6. SELLER'S WARRANTIES. Seller represents and warrants the following as of the Effective Date and the Closing.
- 6.1. Authority of Seller. Seller has full power and authority to execute, deliver and perform under this Agreement and such execution, delivery and performance have been specifically authorized by all requisite organizational action of Seller. Upon execution, this Agreement will be valid and binding upon Seller, and enforceable against Seller in accordance with its terms.
- 6.2. No Violations/Conflicts. The execution by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby do not and will not (i) conflict with or result in a breach of any of the terms or provisions of, or constitute a default or a condition which, with notice or lapse of time, or both, would ripen into a default under (a) any bond, debenture, note or other evidence of indebtedness, or (b) any contract, indenture, mortgage, loan agreement, lease, joint venture or other agreement or instrument to which Seller is a party or by which Seller or any of its properties are bound; or (ii) result in any violation of any governmental requirement, ordinance, regulation, law or statute.
- 6.3. Eminent Domain. To Seller's knowledge, there are no pending or threatened governmental proceedings in eminent domain, for rezoning, for building moratorium or otherwise, which would affect the Property or any part thereof, nor any facts in existence which may give rise to any such action or proceeding.
- 6.4. Litigation. There are no legal actions, suits or other legal or administrative proceedings or investigations pending or threatened against the Property, and Seller is not aware of any facts that might result in any such action, suit, investigation or other proceeding.
- 6.5. Taxes and Assessments. No claim or liability is pending or has been assessed, asserted or threatened, or will be assessed or asserted against Seller in connection with any ad valorem taxes against the Property (and personal property taxes owed by Seller related thereto, if any) or any special assessments encumbering the Property, which are or may become a lien or charge against the Property or any part thereof. Seller has not received any notice of any special assessment or increases in the assessed valuation of taxes or other impositions of any nature which are pending or being contemplated with respect to the Property, or any part thereof.
- 6.6. No Agreements or Commitments. Except as disclosing in writing to Buyer prior to the Effective Date, Seller has not entered into (i) any agreement, lease, option, right of first refusal, commitment or arrangement granting to any person or entity, other than Buyer, the present or future right to purchase, occupy, lease or otherwise acquire an interest in the Property or any part thereof, (ii) any agreement, commitment or arrangement regarding the development of the Property or any part thereof and from the Effective Date through Closing, Seller will not enter into any such agreement or arrangement or any service agreement affecting the Property or any part thereof, without Buyer's prior written approval.

6.7. Governmental Action/Requirement. Seller has not received notice of any violation of any ordinance, regulation, law or statute from any governmental agency pertaining to the Property, of any part thereof, and to Seller's knowledge, no governmental or quasi-governmental authority has imposed any requirement that a developer of the Property pay, whether directly or indirectly, any special fees or contributions, or incur any expenses or obligations, in connection with any development of the Property, of any part thereof.

7. TIME AND PLACE OF CLOSING. The consummation of the transaction contemplated by this Agreement (the "Closing") shall take place on July 30, 2016, or such earlier or later date as the parties may mutually agree upon in writing. The Closing will take place at the office of the Title Company (whether in person or as a "paper closing", as each party elects) or at such other place as may be agreed to by Buyer and Seller.

8. SELLER'S DELIVERIES AT CLOSING. At Closing, Seller shall deliver to Buyer the following:

8.1. Deed. A duly-executed and acknowledged General Warranty Deed conveying to Buyer marketable fee simple title to all of the Property (the "Deed") free of all liens and encumbrances and defects in title other than those not objected to (or waived) by Buyer pursuant to Section 3.4 above (the "Permitted Exceptions"). The Deed will be in form prepared by Seller, subject to reasonable approval by Buyer. It is understood that the deed to be executed pursuant to this Agreement shall contain covenants prohibiting the Buyer from 1) erecting any structure on the Property, except structures for the purpose of controlling the outfall of Eastern Lake; and 2) requiring that the Property always be used as a passive park used only for swimming, sunbathing and fishing on or with respect to the property conveyed. By acceptance of such deed Buyer, for itself and its successors in interest, covenants and agrees not to use the property for any prohibited purpose. The restrictions and prohibitions with respect to the property may be enforced by the owner(s) of the lots described in Exhibit B (the "Upland Lots"), attached hereto and made a part hereof, or by any owner of real property in Walton County, Florida. The deed shall also have covenants which grant to the Upland Lots perpetual easements for ingress, egress, access and riparian rights.

8.2. Possession. Possession of the Property.

8.3. Closing Statement. The closing statement, prepared by the Title Company, reflecting the financial terms of the transaction contemplated by this Agreement (the "Closing Statement"), executed by Seller.

8.4. Further Instruments. Any and all further instruments which Buyer or the Title Company shall request of Seller in order to meet requirements of the Commitment or to otherwise effect the conveyance of the Property as contemplated in this Agreement.

9. BUYER'S DELIVERIES AT CLOSING; COVENANTS SURVIVING CLOSING. At Closing, Buyer shall deliver to Seller the following:

9.1. Purchase Price. The remainder of the Purchase Price, subject to proration and adjustment, as provided herein;

9.2. Closing Statement. The Closing Statement, executed by Buyer; and

9.3. Further Instruments. Any and all further instruments which Seller or the Title Company shall request of Buyer in order to meet requirements of the Commitment or to otherwise effect the conveyance of the Property as contemplated in this Agreement.

10. CLOSING COSTS.

10.1. Buyer's Closing Costs: Buyer shall pay (i) Buyer's attorney's fees, if any; (ii) Survey, as revised; (iii) recording fees for deed; (iv) Commitment/ Title Policy premium; (v) Title Company closing or escrow charges.

10.2. Seller's Closing Costs: Seller shall pay (i) Seller's attorney's fees, if any; (ii) Documentary stamps, transfer taxes or fees, if any; and (iii) Recording fees to clear/unencumber title.

11. BROKERAGE. Buyer and Seller each represent to the other that neither party has dealt with any real estate broker, salesperson or finder, in connection with this Agreement and no person is entitled to a brokerage commission or other compensation arising out of or relating to this Agreement. Buyer and Seller each agree to indemnify, defend and hold harmless the other party from and against any and all liabilities and claims for commissions and fees by persons purporting to have acted on the indemnifying party's behalf in regard to this Agreement.

12. DEFAULT AND REMEDIES.

12.1. Buyer's Default – Seller's Remedy. If Buyer defaults in its performance hereunder (except as excused by Seller's default) and fails to cure such default within ten (10) days after receipt of written demand therefore from Seller, then Seller shall have the exclusive option to either (i) waive the default; or (ii) terminate this Agreement by written notice to Buyer. Upon such termination, the parties will be discharged from any further obligations and liabilities hereunder (except as otherwise expressly provided herein).

12.2. Seller's Default – Buyer's Remedy. If Seller defaults in its performance hereunder (except as excused by Buyer's default) and fails to cure such default within ten (10) days after receipt of written demand therefore from Buyer, or in the event any of Seller's representations or warranties are found to be false in any material respect, Buyer shall have the option to (i) seek specific performance; (ii) waive such default; or (iii) terminate this Agreement by written notice to Seller and Buyer may, if it so elects,

pursue against Seller any and all available remedies, including but not limited to damages.

13. MUTUAL INDEMNITY.

13.1. By Buyer. Buyer agrees to defend, indemnify and to hold Seller harmless from any claim, action, demand, judgment, cost and expense (including without limitation, reasonable attorney's fees) related to the Property (except that which by this Agreement is to remain the obligation of Seller), to the extent arising or accruing subsequent to the date of Closing, whether in tort or contract, and whether the same be filed in court or not.

13.2. By Seller. Seller agrees to defend, indemnify and to hold Buyer harmless from any claim, action, demand, judgment, cost and expense (including without limitation, reasonable attorney's fees) related to the Property, to the extent arising or accruing subsequent to the date of Closing, whether in tort or contract, and whether the same be filed in court or not; provided, however, that the Seller's indemnification shall not exceed Eight Hundred Fifty-Thousand and 0/100 Dollars (\$850,000.00).

14. CASUALTY LOSS; EMINENT DOMAIN. All risk of loss by fire or other casualty in relation to the Property will be on Seller up to and including the date of Closing. If eminent domain proceedings are commenced with respect to any part of the Property prior to the date of Closing, or if Buyer is advised by any authority having eminent domain powers that a condemnation of any part of the Property is contemplated, then Buyer, at its option, may (i) terminate this Agreement, in which event the Earnest Money (along with any interest earned thereon) shall be returned to Buyer and the parties will be relieved of all obligations hereunder (except as otherwise expressly provided herein); or (ii) continue this Agreement in force, in which event any condemnation proceeds received by Seller shall be immediately paid over to Buyer (or escrowed with the Title Company for the account of Buyer, if prior to Closing), which obligation of Seller will survive the Closing.

15. CONDITIONS PRECEDENT TO OBLIGATION OF BUYER TO CLOSE. In addition to any other conditions precedent herein, the obligation of Buyer to close under this Agreement is subject to the following:

15.1. Title. Prior to Closing, Buyer shall have received and approved of the marked-up Commitment or pro forma title policy, indicating the Title Company's agreement to issue, in due course, and ALTA owner's policy of title insurance (the "Title Policy").

15.2. Representations and Warranties. All representations and warranties of Seller shall be true and correct on the date of Closing with the same force and effect as if then made.

15.3. Removal of Items. Seller shall have removed all personal items (except for those that constitute part of the Property), if any, from the real property.

16. PRORATION OF TAXES; ROLLBACK TAXES; ESCROW AGREEMENT. It is expressly acknowledged and agreed that the obligations and indemnification contained in this Section 16 shall survive the Closing.

16.1. In General. All general and ad valorem taxes accruing in or assessed with respect to the Property during the calendar year of the Closing shall be prorated on the basis of such calendar year between Buyer and Seller as of the date of Closing, with Seller to have the last day. If Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation; provided that, upon determination of the tax rate and assessment for the calendar year of the Closing, the parties shall promptly make any monetary adjustment necessary to account for any variance in such taxes.

16.2. Rollback Taxes; Larger Tax Parcel; Escrow Agreement. Any and all rollback taxes or other taxes assessed against the Property covering period prior to Closing (herein, "Additional Taxes") irrespective of the triggering event, timing of assessment, or whether notice thereof is received prior to or after Closing, shall the sole obligation of Seller, it being expressly agreed that, in no event, shall Buyer have any responsibility or liability for Additional Taxes, Seller shall timely pay the same and Seller shall indemnify, defend and hold Buyer harmless from any claims, damages or expenses (including but not limited to attorney's fees) related thereto. If it is determined prior to Closing that (a) the Property is or will be subject to Additional Taxes and/or (b) the Property is part of a larger tax parcel (the "Primary Tax Parcel"), the parties shall enter into an escrow agreement on or before Closing, which shall provide for (as applicable) (i) the escrow of sufficient funds by Seller to pay any Additional Taxes, and (ii) the escrow of sufficient funds by the parties to pay all taxes assessed (or to be assessed) against the Primary Tax Parcel, in accordance with an agreed upon formula for reasonably allocating the same between the Property and the remaining portion of the Primary Tax Parcel (the "Allocation Formula").

16.3. Insufficient or Surplus Escrow Funds. If there are inadequate funds in escrow to satisfy any Additional Taxes, Seller shall pay therein such additional funds as are necessary, within five (5) days from the date Seller receives notification of an inadequacy. If there are inadequate funds in escrow to satisfy taxes attributable to the Primary Tax Parcel, the parties shall pay therein such additional funds as are necessary, in accordance with the Allocation Formula, within five (5) days from the date the parties receive notification of an inadequacy. In the event there is a surplus of funds after Additional Taxes and taxes attributable to the Primary Tax Parcel have been paid in full, such surplus is to be refunded (a) to Seller, as to any surplus escrowed to cover Additional Taxes and/or (b) to Seller and Buyer, in accordance with the Allocation Formula, as to any taxes attributable to the Primary Tax Parcel.

17. **NOTICE.** All notices or other communication hereunder must be in writing (except where expressly permitted otherwise) and given by personal delivery or sent by (i) registered or certified mail return receipt requested, postage prepaid; (ii) nationally recognized overnight courier service:

To Seller:

Bill Head

17760 Panama City Beach Parkway

Panama City Beach, FL 32413

with a copy to:

Michael S. Burke, Esq.

16215 Panama City Beach Parkway

Panama City Beach, FL 32413

Telephone: (850) 236-4444

E-mail: mburke@burkeblue.com

To Buyer:

Walton County Board of County

Commissioners

Attn: Larry Jones, County Administrator

76 North 6th Street

DeFuniak Springs, FL 32433

Telephone (850) 892-8155

E-mail: jonlarry@co.walton.fl.us

18. **MISCELLANEOUS.** Time is of the essence in this Agreement. This Agreement embodies the entire understanding with respect to the subject matter hereof, may not be modified except by a written instrument signed by the parties and shall be binding upon and inure to the parties, their respective successors and assigns. The terms hereof shall not be construed in favor of or against either party, but shall be construed as if Buyer and Seller jointly prepared this Agreement. If any provisions of this Agreement are held to be void or unenforceable, such provision will be deemed modified so as to conform as nearly as possible to the void or unenforceable provision while still remaining valid and enforceable, and the remaining terms of this Agreement shall not be affected. This Agreement may be executed by facsimile, electronic or original signature of the parties and in any number of counterparts, each of which (assuming no modification or alteration) will constitute an original and all of which, when taken together, will constitute one and the same instrument. It is the intent of the parties that, to the extent lawful, the laws of the State in which the Property is located govern the validity and interpretation of this Agreement. Except as otherwise provided in this Agreement, the rights of Seller can be assigned, in whole or in part, only upon the prior written consent of Buyer. Buyer may assign this Agreement, in whole or in part, provided that the assignee assumes all obligations of Buyer under this Agreement. If either party commences legal action against the other to enforce its rights hereunder, the prevailing party in such action shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental thereto. If the terms of this Agreement provide for performance of any act or the expiration of any time period on a Saturday, Sunday or federal holiday, the due date or expiration date shall take place on the next date that is not a Saturday, Sunday or federal holiday.

BUYER:
ATTEST:

BOARD OF COUNTY COMMISSIONERS
WALTON COUNTY, FLORIDA

Alex Alford, Clerk of Circuit Court
And County Comptroller

By: _____
Sara Comander, Chair

Date: _____

SELLER:

R. Ronnie Starnell

Date: 7-6-16

William Paul Head

Date: July 6 2016

Wanayn. Starnell

Date: 7/6/16