

**SNEADS TOWN COUNCIL
REGULAR MEETING
JUNE 13, 2023**

The Town Council of the Town of Sneads, Florida, met in a regular session at the Sneads Town Hall on Tuesday, June 13, 2023, at 6:00 p.m.

Mike Weeks called the meeting to order with the following present:

Mike Weeks, Tony Money, George Alexander,
Angela Locke and Donovan Weeks, Council Members
Daniel Cox, Attorney
Lee Garner, Town Manager
Tyler Weeks, Police Chief
Sherri Griffin, City Clerk
Danielle Guy, Deputy Clerk

And the following were absent:
None

All stood for the Pledge of Allegiance.

Tony Money made a motion to approve the Consent Agenda as presented. George Alexander seconded. All voted aye.

1. Minutes for **May** 2023
2. Financial Statements and Budget Review Summary
3. Pay Approved Bills

President Weeks stated that the First Ladies of Sneads were present and wished to give an update on the recent fundraiser at Sneads Park. Kathy Leigh and Susan Durden informed Council the event was a success and another one is being planned. They asked about getting the stage the Town owns for future events. The Town Manager is to follow up on this request. They asked questions about the location of a splash pad. A suggestion was made to put the splash pad near the Skate Park at the Recreation field off Legion Road. They were informed to contact the Town Manager to go over further details about it.

Agenda #4 and #5, Approve contract for sale and purchase of property at 1995 Gloster Ave and 1989 Gloster Ave. Hunter Potts with Melvin Engineers, stated that we have signed contracts from both property owners for the purchase of the parcels for \$30,000 each, which will be paid with the Hometown Revitalization grant funds. Town Attorney stated we needed to insure that title insurance and property taxes are paid upon the sale, so that they could be tax exempt in the future. George Alexander made a motion to approve the contract for the sale and purchase of property at 1995 Gloster Ave. Donovan Weeks seconded. All voted aye. Donovan Weeks made a motion to approve the contract for sale and purchase of property at 1989 Gloster Ave. George Alexander seconded. All voted aye.

Agenda #6, Advertisement for Bids for Lift Station #4 was discussed. The council was informed that there would be a pre-bid meeting June 29th and bids due/ opening July 18th.

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Agenda # 7, Variance request from Tammy Jackson property owner at 2046 Lou Ave. (See attached) Ms. Jackson's property is short of the required size to put a second mobile home and she is requesting a waiver. After discussion, Tony Money made a motion to grant the waiver to Tammy Jackson, allowing her to put a second mobile home, as long as she meets all other requirements in the Ordinance. Donovan Weeks second. All voted aye.

Agenda # 8, Sneads Recreation Board. No report. Mr. Garner stated we need to look into hiring a Recreation Director.

Agenda #9, Town Manager Report as follows: (See attached) Mr. Garner informed Council that we had purchased a new mosquito sprayer, because ours was in bad condition. It cost \$6,973 and has a dented gas tank, it is in a crate still and new condition, and we are saving \$7,500. He also informed them about operational changes being made at the WWTP as of July 1st, which should save us money for maintenance, chemicals, and other improvements.

Agenda #10, Attorney Cox. No report

Police Department- Chief Weeks informed Council about personnel changes within the department. Brett Preston to Lieutenant, Maverick Haddock to Sergeant, and William Price to Full time Officer.

He stated he asked Pastor Juno Douglas to be the Department Chaplain. He is updating all the MOUs with various departments in the area to ensure continued cooperation and support as needed. He reported on the number of arrests and cases the office has completed since his appointment and this will be a monthly report in the future.

Fire Department- Russell McAlpin informed Council that the department is going through their annual fire inspection. He stated that the newest fire truck passed, however the oldest truck failed. They are working on getting it in passing order.

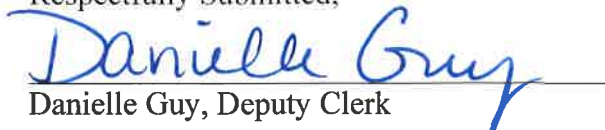
Both the Police and Fire Departments visited the Sneads Methodist Church during Bible School and made presentations to our youth, and we are proud of them for doing such events throughout the Town.

Agenda #11, Council Members. Donovan Weeks stated we needed to find a way in the budget for the Recreation Director position as he was pleased with progress over the last couple of years and did not want any programs reduced. Mike Weeks stated we were getting more trashy properties in the Town and asked that priority be given to looking into these matters. The Town Manager reported he had submitted three (3) letters this week and would make a special effort to do more soon. Mike Weeks also stated that the annual Florida League of Cities annual conference would be held on August 12-14 in Orlando and requested authorization for him and the Town Manager to attend. Donovan Weeks made a motion to approve the travel request. George Alexander seconded. All voted aye.

Agenda #14, Public Comments: None.

Donovan Weeks made a motion to adjourn at 6:41 pm.

Respectfully Submitted,


Danielle Guy, Deputy Clerk

APPROVED:

MIKE WEEKS, COUNCIL PRESIDENT

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Budget Summary

GENERAL FUND

MAY- Revenues are 8.74% **below** budgeted amount. Expenditures are 9.26% **above** budgeted amount.

GAS TAX

MAY- Gas Tax County is 6.36% **above** budgeted amount. Local Option Gas Tax is 1.66% **above** budgeted amount. Expenditures are in line with budgeted amount.

SOLID WASTE

MAY – Garbage revenues are 3.56% **above** budgeted amount. Expenditures are in line with budgeted amount.

WATER AND SEWER-ACI Sewer is 5.84% **below** budgeted amount. Water Sales and Sewer Sales are in line with budgeted amount. Expenditures are 3.96% **above** budgeted amount.

RECREATION FUND

MAY- Revenues are **above** budgeted amount. Expenditures are slightly **above** budgeted amount.

CONTRACT FOR SALE AND PURCHASE

PARTIES: Jason & Nikisha L. Milsap ("Seller")
of 1989 Gloster Avenue, Sneads, FL 32460 (Phone) 850-573-1556 and
Town of Sneads, Florida, a municipal subdivision of the State of Florida ("Buyer") of Post Office Box 159, Sneads, FL 32460 (Phone:) 850-593-6636 hereby agree that the Seller shall sell and the Buyer shall buy the following described real property (Real Property") and personal property ("Personal Property") (collectively called the "Property"), upon the following terms and conditions, which include the General Contract Provisions attached hereto, and any Riders and/or Addenda to this contract.

1. DESCRIPTION:

- (a) Legal description of Real Property: STORE AN LOTS ON WEST SIDE OF GLOSTER AVENUE, NORTH OF LOUISVILLE & NASHVILLE RAILROAD, SECTION 34, TOWNSHIP 4 NORTH, RANGE 7 WEST, LYING AND BEING IN JACKSON COUNTY, FLORIDA.
- (b) Street Address: 1989 Gloster Avenue
- (c) Tax Parcel #: 34-4N-07-0000-0590-0000
- (d) Personal Property: All fixtures attached to the Real Property

2. PURCHASE PRICE: \$ 30,000.00

Payment:

- (a) Deposit(s) to be held in escrow by \$ -0-
- (b) Additional deposit within ____ days after Effective Date in the amount of \$ N/A
- (c) Subject to an assumption of mortgage in good standing held by \$ N/A
Loan No. _____
- (d) Purchase money note and mortgage (See Paragraph 4 (a)) in the amount of .. \$ N/A
- (e) Other: \$ _____
- (f) Balance to close (local cashier's check), subject to adjustments and prorations \$ 30,000.00

3. FACSIMILE, EFFECTIVE DATE: A facsimile copy of this Contract for Sale and Purchase ("Contract") and any signatures hereon, shall be considered for all purposes as originals. The date of Contract ("Effective Date") will be the date when the last one of the parties has signed this offer.

4. FINANCING: ☐ Purchase Money Mortgage ☐ Third Party Financing
☐ Mortgage Assumption ☒ Cash

- (a) ~~Purchase Money Mortgage: Interest Rate: ____% Amortization Term ____ yrs. Balloon: ____ yrs~~
~~The purchase money note and mortgage shall provide for a 30 day grace period in the event of default, if a first mortgage, and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment in whole or in part without penalty with any prepayment applying first to interest and then to principal, and no adjustment in regularly scheduled payments on partial prepayments, unless agreed in writing by the holder; shall provide for a "due on sale clause" unless the prior written consent of Seller has been obtained and which consent may be conditioned upon approval of the credit worthiness of the proposed buyer, and adjustment in interest rate, and the written confirmation of Buyer that Buyer will not be released from liability by virtue of such sale unless agreed in writing by Seller; shall required all prior liens and encumbrances to be kept in good standing and forbid modifications of or future advances under prior mortgage(s); and the mortgage, note and security agreement shall be otherwise in form and content required by Seller;~~

~~but Seller may only require clauses customarily found in mortgages, mortgage notes, and security agreements generally utilized by institutional lenders in commercial transactions in the county where the Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evidenced by recorded financing statements.~~

~~(b) Third Party Financing: This Contract is contingent upon Buyer obtaining suitable financing with rate and terms acceptable to Buyer, in Buyer's sole discretion. Buyer shall have the right to terminate this Contract and receive a refund of all deposit monies by giving Seller written notice of termination for failure to obtain suitable financing within ___ days of the Effective Date. Upon termination pursuant to this provision, the parties shall be released f Initials ___ ___ l obligations hereunder, except as to matters which expressly survive the termination of this Contract. Buyer's failure to timely give notice of termination shall constitute a waiver of the right to terminate hereunder.~~

~~(c) Mortgage Assumption: This Contract is contingent upon Buyer being able to assume the existing mortgage ___ on the exiting terms and conditions, or ___ at an interest rate not to exceed ___%, and total mortgagee charges not to exceed \$ ___, which charges shall be paid by ___ Seller or ___ Buyer. Buyer shall, within ___ days of the Effective Date, acquire and make all necessary application, including the payment of all required application and loan assumption fees, to the lender. If Buyer is not approved by lender within ___ DAYS OF THE Effective Date, or if the requirements of the assumption are not in accordance with the terms of this Contract, or if lender charges in excess of the agreed amount, then Buyer may elect to terminate this contract by giving written notice to Seller within said time for approval, and receive a refund of any deposits paid, unless Seller agrees in writing, with ___ business days after receipt of Buyer's notice to pay the increase in interest rate and excess charges. Buyer's failure to timely give notice of termination shall constitute a waiver of the right to terminate hereunder.~~

5. **TITLE INSURANCE:** ☐ Seller, at Seller's expense, shall deliver to Buyer or Buyer's attorney, or ☒ Buyer, at Buyer's expense, shall obtain, within 30 days of the Effective Date, a title insurance commitment, with the premium for the owner's policy to be issued at closing to be paid by ☐ Seller ☒ Buyer. The title insurance commitment shall be issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, the owner's policy of title insurance in the amount of the purchase price insuring Buyer's title to the Real Property. subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract, and those which shall be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in the Contract. Marketable title shall be determined according to applicable Title standards adopted by authority of the Florida Bar and in accordance with law. Buyer shall have 7 days from date of receiving the title commitment to examine it. If title is found unmarketable or not in compliance with this Contract, Buyer shall within said 7 days, notify Seller in writing specifying defect(s). If the defect(s) render title unmarketable, Seller will have 60 days from receipt of notice within which to remove the defect(s), failing which Buyer shall have the option of either accepting the title as it then is, or demanding a refund of deposit(s) paid which shall immediately be returned to Buyer, and this Contract, and the rights and obligations of the parties hereunder, shall terminate, except those which expressly survive the termination of this Contract. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) in the title within the time provided therefrom, but not including the institution of any suit or proceeding.

6. **SURVEY:** Seller, at Seller's expense, or Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, shall or ☒ may have Real Property surveyed and certified

by a registered Florida surveyor. If survey shows encroachment on Real Property, or that improvements located on Real Property encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.

7. **CLOSING:** This transaction shall be closed, the deed, other closing papers and possession delivered, and the balance of the purchase price paid on or before the earlier of 10 days from receipt of funding for the Hometown Revitalization Grant previously awarded to the Buyer or 60 days after the Effective Date, unless extended by other provisions of this Contract. Closing shall be held in the county in which the Real Property is located at the office of an attorney or title agency designated by Seller. Unless otherwise agreed, closing shall take place between the hours of 8:00 a.m. and 6:00 p.m., and not on a Saturday, Sunday, or national holiday.
8. **CONVEYANCE; TITLE, RESTRICTIONS AND USE:** Seller shall convey the Real Property by SPECIAL WARRANTY DEED, unless otherwise provided, subject to: (i) zoning, restrictions, prohibitions and other limitations imposed by governmental authority; (ii) restrictions and matters appearing on the plat or common to the subdivision; (iii) public utility easements of record; provided the same are located contiguous to the Real Property lines, not more than 10 feet in width as to the rear or front lines and 7.5 feet in width as to the side lines, unless otherwise provided herein; (iv) taxes for the year of closing and subsequent years; (v) any purchase money mortgage or mortgage(s) to be assumed; and (vi) such other matters as are approved by Buyer or set forth in a Permitted Exceptions Addendum, if attached hereto, provided none of the foregoing shall prevent the use of the Real Property for commercial purposes. Personal Property shall be conveyed by an absolute Bill of Sale, free and clear of all liens, unless otherwise provided herein.
9. **CONDITION AND SUITABILITY OF PROPERTY:** ☒ As Is ☐ Initials _____
- (a) ☒ As Is: The property is being sold "AS IS." Buyer shall have a 30 calendar day period ("Inspection Period") from the Effective Date, in which the Buyer, or his designated Agent(s) will be allowed to enter onto the Property, at reasonable times and with prior notice to Seller, to perform inspections and tests as Buyer deems necessary to determine, in Buyer's sole discretion, that the Property is suitable for Buyer's intended use, including but not limited to, surveys, soil borings, environmental audits, termite and wood destroying organisms, HVAC, mechanical, plumbing, electrical, roof and structural. Such inspections or tests shall be made at Buyer's sole expense. Buyer shall be responsible for any damages caused by such tests or inspections and shall indemnify and hold Seller harmless from any damage or injury to person or property in connection with any such inspection or test. Should Buyer notify Seller or Seller's agent in writing prior to the expiration of the Inspection Period that the Property is not suitable, in Buyer's sole discretion, all deposits shall be refunded to Buyer, and this Contract, and the rights and obligations of the parties shall terminate, except as to matters which expressly survive the termination of the Contract. Buyer's failure to timely give notice of termination shall constitute a waiver of the right to terminate hereunder.
- (b) ☐ ~~Good Working Order: Seller warrants that the ceiling, roof (including the fascia and soffits), exterior and interior walls, do not have any visible evidence of leaks, water damage or structural damage, and all mechanical items, heating, cooling, electrical and plumbing systems and machinery, and all appliances are in good working order. This warranty shall not survive the closing of this contract. Buyer shall have _____ calendar day period ("inspection Period") from the Effective Date, in which the Buyer or Buyer's designated licensed Florida Contractor, engineer or architect, will be allowed to enter onto the Property, at reasonable times and with prior notice to Seller, to perform such inspections and other test necessary for the Buyer to determine that all of~~

~~the warranted items are in good working condition or free from defects as warranted. Such inspections or tests shall be made at Buyers' sole expense. Buyer shall be responsible for any damages caused by such tests or inspections and shall indemnify and hold Seller harmless from any damage or injury to person or property in connection with any such inspection or test. Buyer shall notify Seller in writing before the expiration of the Inspection Period of any defects in items warranted. If replacements or repairs are required, then Seller shall cause the same to be made to bring any item into good working condition at Seller's expense; provided the costs thereof, as estimated by a licensed Florida contractor, engineer or architect, do not exceed \$ _____. If the costs of such replacements or repairs exceed said amount, then either Seller or Buyer may pay the excess, and failing to do so, either party may terminate this Contract by giving written notice to the other. Upon termination pursuant to this provision, all deposits shall be refunded to Buyer, and the parties shall be released from further rights and obligations hereunder, except as to matters which expressly survive the termination of this Contract. Buyer's failure to timely give notice of defects shall constitute an acceptance of the condition of the Real Property and a waiver of the right to terminate hereunder.~~

~~(c) Maintenance: Between the Effective Date and the date of closing, except for repairs required pursuant to paragraph 9(b), Seller shall maintain Property, including, but not limited to, roof, mechanical systems, electrical systems, plumbing systems, and the HVAC systems, the lawn and shrubbery, in the same condition as existing on the Effective Date, ordinary wear and tear excepted.~~

10. ~~**PERMITTING:** Buyer shall have a ____ 90 calendar day period ("Permitting Period") from the Effective Date to determine compliance with governmental regulations for Buyer's intended use of the subject property and to obtain all necessary environmental, building, clearing, grading or other required governmental approvals for the development of the Property. City, County and State of Florida ordinances and regulations are constantly being revised as to land use, zoning, permitting and vested rights. The Buyer acknowledges that the Seller and Broker(s) make no representation as to whether the subject Property is suitable for Buyer's intended use. Buyer has the ability during the Permitting Period to determine compliance with regulations for Buyer's intended use of the Property and will hold Seller and Broker(s) harmless from any damage caused by Buyer's inability to use the Property as intended. This provision shall survive the closing. If, in Buyer's sole discretion, the required governmental approvals cannot be obtained within a reasonable time frame or expense, Buyer shall notify Seller or Seller's agent, in writing, prior to the expiration of the Permitting Period, and all deposits shall be refunded to Buyer. Upon termination pursuant to this provision, the parties shall be released from further rights and obligations hereunder, except as to matters which expressly survive the termination of this Contract. Buyer's failure to timely give notice of termination shall constitute a waiver of the right to terminate hereunder.~~

Initials _____

11. ~~**WOOD DESTROYING ORGANISMS:** If the Real Property is not being purchased as is pursuant to paragraph 9(a) above, Buyer, at Buyer's expense, within the Inspection Period provided in paragraph 9, may have the Real Property inspected by a Florida Certified Pest Control Operator to determine if there is any visible active termite infestation, wood destroying organisms or visible damage to the improvements from the same. If either or both are found, buyer shall have 5 days from date of said report within which to have all damages, whether visible or not, inspected and estimated by a licensed builder or general contractor. Seller shall pay valid costs of treatment and repair of all damage up to \$ _____. Should such costs exceed that amount, and Seller elects not to pay the same, the Buyer shall have the option of canceling Contract within 5 days after receipt~~

~~of contractor's repair estimate by giving written notice to Seller, or Buyer may elect to proceed with the transaction, in which event Buyer shall receive a credit at closing of an amount equal to the cost of the treatment and repair estimate not in excess of said amount.~~

12. **HAZARDOUS SUBSTANCE:** Seller represents that Seller has no knowledge of any toxic, petroleum, asbestos or hazardous substances being stored, used or otherwise released on the subject Property. Buyer acknowledges that Buyer has the ability to audit the subject Property during the herein described Inspection Period and to terminate this Contract and receive a refund of all deposits in the event any are found and Seller is not willing to pay the costs of removal or remediation. Buyer may terminate the Contract by giving written notice of termination to Seller prior to the expiration of the Inspection Period. Buyer's sole remedy for such contaminants found on site shall be the termination of the Contract and return of any deposits, unless Seller has herein misrepresented Seller's knowledge of the same.
13. **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
14. **~~BUILDING ENERGY EFFICIENCY:~~** ~~Pursuant to Section 553.996, Florida Statutes, Buyer may have the energy efficiency of the building(s) being purchased determined. Buyer acknowledges receipt of the Florida Building Energy Efficiency Rating System Information Brochure.~~
15. **~~AMERICANS WITH DISABILITIES ACT (A.D.A.):~~** ~~The A.D.A. makes it unlawful to discriminate against people with disabilities. This law may affect all improved properties requiring equal access and services to disabled individuals. The Buyer acknowledges that neither Seller nor Broker make any representation as to whether the subject Property conforms to the A.D.A. and shall indemnify and hold Seller and Broker harmless in the event the property does not meet A.D.A. standards. This provision shall survive the closing.~~
16. **LEASES:** Seller warrants that there are no leases in effect for the property except as disclosed in the Lease Addendum attached to this Contract.
17. **EXCHANGE:** Buyer and Seller agree to cooperate with each other in completing a 1031 Tax Free Exchange under the Internal Revenue Code by arranging closing to qualify for such exchange and by completing such additional documentation as may be reasonably necessary to accomplish the same; provided, however, the partner desiring the exchange shall be obligated to assume all liability or cost associated with such exchange. The party not desiring the exchange shall not be required to purchase an exchange parcel, nor shall the terms of this Contract, including the date of closing, be modified as a result of compliance with the terms of this provision.
18. **INGRESS AND EGRESS:** Seller warrants and represents that there is legal ingress and egress to the Real Property, title to which is in accordance with paragraph 5 of this Contract.
19. **LIENS:** Seller shall furnish to Buyer, at time of closing, an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Property for 90 days immediately preceding date of closing. If Property has been improved or repaired within that time, Seller shall deliver releases or waivers of mechanics' liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien

affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs which could serve as a basis for a mechanic's lien or a claim for damages have been paid or will be paid at closing of this Contract.

Initials _____

20. **TIME:** Time periods herein of less than 3 days shall in the computation exclude Saturdays, Sundays and state or national legal holidays, and any time period provided for herein which shall end on Saturday, Sunday or a legal holiday shall extend to 5:00 p.m. of the next business day.
21. **DOCUMENTS FOR CLOSING:** Seller shall furnish the deed, bill of sale, mechanic's lien affidavit, assignment of leases, tenant and mortgagee estoppel letter, corrective instruments, and closing statement. Buyer shall furnish all third party loan documents.
22. **EXPENSES:** Seller acknowledges and agrees that the Buyer is exempt from payment of documentary stamps on the deed and as such, Seller shall pay all documentary stamps and the costs of recording of any corrective instruments. Recording fees to record the deed, any purchase money mortgage and any financing statements shall be paid by Buyer.
23. **PRORATIONS, CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of the Real Property shall be prorated through day before closing. Cash at closing shall be increased or decreased as may be required by prorations. Prorations will be made through the day prior to closing, unless otherwise provided herein or agreed in writing. Advance rent and security deposits will be credited to Buyer, and escrow deposits held by the mortgagee of a mortgage to be assumed will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of the year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment, taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement.
24. **SPECIAL ASSESSMENT LIENS:** Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, such pending lien shall be considered certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.
25. **RISK OF LOSS:** If the Property is damaged by fire or other casualty before closing, and the cost of restoration does not exceed 3% of the assessed valuation of the Property so damaged, cost of restoration shall be an obligation of the Seller and closing shall proceed in accordance with the terms of Contract with restoration costs escrowed at closing. If the cost of restoration exceeds 3% of the assessed valuation of the improvements so damaged, Buyer shall have the option of either taking Property as is, together with either the 3% or any insurance proceeds payable by virtue of such loss or damage, or of canceling this Contract and receiving return of deposit(s).
26. **ESCROW:** Any escrow agent ("Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow, and, subject to clearance, disburse them in accordance with terms and conditions of Contract. Failure of clearance of funds, shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of Contract, Agent may, at Agent's option, continue to hold the subject matter of the

escrow until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, Florida Statutes, as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall, unless found to have defaulted under Agent's escrow and/or statutory duties, recover reasonable attorney's fees and costs incurred with the fees and costs to be paid from and out of the escrowed funds or equivalent, or reduced to judgment if said escrow funds are not available or are insufficient to pay the award. Parties agree that Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to this escrow, unless such misdelivery is due to willful breach of this Contract or gross negligence of Agent.

Initials _____

27. **ATTORNEY'S FEES, COSTS:** In connection with any litigation arising out of or instituted for the purpose of enforcing this Contract, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs. For the purposes of this General Provision, Seller, Buyer, listing broker, selling broker, buyer's broker, and any subagents of the same shall be eligible parties.
28. **FAILURE OF PERFORMANCE:** If for any reason other than a failure of title or breach of any covenant to be performed or met by Seller, Buyer fails to close, the Seller's sole remedy shall be to terminate this contract. In the event of a default by Seller, Buyer shall have the option of any and all remedies afforded under the laws of the State of Florida, at law or in equity, including the right to specific performance.
29. **CONDEMNATION:** If, prior to the closing hereof, all or any portion of the Real Property is taken by eminent domain or is the subject of a pending taking which has not been consummated (hereinafter collectively referred to as a "Taking"), Seller shall give Buyer written notice of such, and Buyer shall have the option to either (i) terminate this agreement, or (ii) proceed with the closing in accordance with the terms of this Contract. Buyer's written election shall be delivered to Seller not later than 15 days after receipt of written notice from Seller, but in any event prior to closing. If this agreement is terminated as aforesaid, neither party shall have any further rights or obligations to the other hereunder, except for any matters which specifically survive termination of this agreement. If Buyer does not elect to terminate this agreement as aforesaid, Seller agrees to assign to Buyer, at closing, all sums which are to be awarded for the Taking and give credit for any deposits or payments already received by Seller, Buyer shall thereafter be entitled to receive and keep any award for such Taking by eminent domain.
30. **CONTRACT NOT RECORDABLE, PERSONS BOUND, NOTICE:** Neither this Contract, nor any notice of it, shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for any party shall be as effective as if given by or to that party.
31. **OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended

to be bound by it.

32. **BROKERS:** Buyer and Seller represent to each other that neither have dealt with an undisclosed Broker in connection with this transaction, and that no commission is due from Seller or Buyer to any person except as agreed in writing by the party sought to be charged with such commission, except as follows:

(a) Broker: N/A, who
Is an agent of ☐ SELLER, or ☐ BUYER, or is a ☐ Transactional Broker, and who will be
compensated by ☐ SELLER, or ☐ BUYER, or ☐ both parties pursuant to a listing agreement or other
(specify): _____

(b) Broker: N/A, who
Is an agent of ☐ SELLER, or ☐ BUYER, or is a ☐ Transactional Broker, and who will be
compensated by ☐ SELLER, or ☐ BUYER, or ☐ both parties pursuant to a listing agreement or other
(specify): _____

(c) **Indemnification of Broker:** In connection with any act relating to the property, including, but not limited to, inquiries, introductions, consultations and negotiations resulting in this transaction, Seller and Buyer agree to indemnify and hold harmless any Broker identified herein from and against losses, damages, costs and expenses, including reasonable attorney's fees, and from liability to any person arising from (i) compensation claimed which is inconsistent with the representation in this Paragraph, (ii) any duty accepted by broker at the request of Seller or Buyer, which duty is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended from time to time, or (iii) the recommendation of or services provided and expenses incurred by any third party whom broker refers, recommends or retains for or on behalf of Buyer or Seller.

(d) **Attorney's Fees:** In connection with any proceeding between any broker identified in this contract and Seller or Buyer to collect a brokerage fee pursuant to this Contract, the prevailing party shall be entitled to recover the costs thereof, including reasonable attorney's fees.

~~(e) **Deposit:** If Buyer fails to perform and deposit(s) is retained, 50% thereof, but not exceeding the Broker's fee as provided above, shall be paid to Broker as full compensation for Broker's services, including costs expended by Broker, and the balance shall be paid to Seller. If the transaction shall not close because of the refusal or failure of Seller to perform, Seller shall pay the full fee to Broker on Demand.~~

(f) **Indemnification of Buyer:** Seller agrees to indemnify and hold Buyer harmless, Initials _____
losses, damages, claims, costs and expenses, including reasonable attorney's fees, and from liability to any person arising from compensation claimed which is inconsistent with the representations in this Contract.

33. **TIME OF ESSENCE:** TIME IS OF THE ESSENCE IN THIS AGREEMENT.

34. **HEADINGS:** The headings on each paragraph and subparagraph are for the convenience of the parties and shall not be construed to alter or amend any provision of this agreement.

35. **NOTICE AND ADDRESSES:** Any notice required or provided for under this agreement shall be effective upon receipt by the addressee, upon hand delivery during regular business hours or mailed by certified mail, return receipt requested, express or similar receipted delivery, or confirmed facsimile.

36. **GOVERNING LAW AND VENUE:** This agreement shall be construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of or instituted for the purpose of

enforcing this Contract shall be in the county in which the Real Property is located.

37. **ASSIGNABILITY:** Buyer ☐ may assign or ☐ may not assign this Contract or any rights hereunder to an affiliated entity.

38. **ADDENDUM:** There ☐ is or ☐ is not an Addendum attached to this Contract.

39. **LICENSE DISCLOSURE:** ☐ Seller ☐ Buyer discloses that said party is a licensed real estate broker.

~~40. **ACREAGE/PRICE ADJUSTMENT:** In the event Buyer has the Property surveyed by a Florida registered Land Surveyor and Mapper, and the property is less or greater than ___ acres, then, in that event, the purchase price shall be adjusted to reflect a price of \$_____.~~

41. **OTHER PROVISIONS:** The closing of this Contract is contingent upon funding for the CDBG-Hometown Revitalization Grant that Buyer has previously been approved for.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

(BUYER)

(SELLER)

Date

Date

Social Security or Tax ID#

Social Security or Tax ID#

CONTRACT FOR SALE AND PURCHASE

PARTIES: Phillip L. Fern ("Seller")
of 1995 Gloster Avenue, Sneads, FL 32460 (Phone) 850-742-3398 and
Town of Sneads, Florida, a municipal subdivision of the State of Florida ("Buyer") of Post Office Box 159, Sneads, FL 32460 (Phone:) 850-593-6636 hereby agree that the
Seller shall sell and the Buyer shall buy the following described real property (Real Property") and personal
property ("Personal Property") (collectively called the "Property"). upon the following terms and conditions,
which include the General Contract Provisions attached hereto, and any Riders and/or Addenda to this
contract.

1. DESCRIPTION:

(a) Legal description of Real Property: **Parcel 1:** Beginning at a point 8 feet South of the original SE corner of the Hattie Pope lot of the Town of Sneads, Florida, thence Easterly 25 feet to the center line of Gloster Avenue, thence Southerly down the center line of said Avenue 62 feet, thence Westerly 111 feet to an iron pipe, thence North 16 ½ degrees West, 62 feet to an iron pipe, thence Easterly in a straight line to the Point of Beginning, less and excepting a lot 19 feet 6 inches wide, North and South, across the entire North side. It is the intention of this deed to convey a certain store lot in the said Town of Sneads, Florida, commonly known as the Pender Store lot on the West side of Gloster Avenue, being a part of the NW ¼ of NW ¼ of Section 34, Township 4 North, Range 7 West, Jackson County, Florida.

Parcel 2: Commence at the section line between Sections 34 and 27, Township 4 North, Range 7 West, Jackson County, Florida, intersects to the West right of way line of Gloster Avenue, thence S 13°32'E, along the West right of way line of Gloster Avenue, 28.0 feet to the Point of Beginning, thence continue S 13°32'E, along the West right of way line of Gloster Avenue, 46.67 feet, thence S 77°31'W, 85.67 feet, thence N 13°32'W, 46.1 feet, thence N 76°28'E, 85.67 feet to the Point of Beginning, lying and being in the NW ¼ of Section 34, Township 4 North, Range 7 West, in the Town of Sneads, Jackson County, Florida.

(b) Street Address: 1995 Gloster Avenue

(c) Tax Parcel #: 34-4N-07-0000-0620-0000

(d) Personal Property: All fixtures attached to the Real Property

2. PURCHASE PRICE: \$ 30,000.00

Payment:

(a) Deposit(s) to be held in escrow by \$ -0-

(b) Additional deposit within ____ days after Effective Date in the amount of \$ N/A

(c) Subject to an assumption of mortgage in good standing held by \$ N/A

Loan No. _____

(d) Purchase money note and mortgage (See Paragraph 4 (a)) in the amount of .. \$ N/A

(e) Other: \$ _____

(f) Balance to close (local cashier's check), subject to adjustments and prorations \$ 30,000.00

3. FACSIMILE, EFFECTIVE DATE: A facsimile copy of this Contract for Sale and Purchase ("Contract") and any signatures hereon, shall be considered for all purposes as originals. The date of Contract ("Effective Date") will be the date when the last one of the parties has signed this offer.

4. FINANCING: ☐ Purchase Money Mortgage ☐ Third Party Financing
☐ Mortgage Assumption ☒ Cash

(a) Purchase Money Mortgage: Interest Rate: ____% Amortization Term ____ yrs. Balloon: ____ yrs

~~The purchase money note and mortgage shall provide for a 30 day grace period in the event of default, if a first mortgage, and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment in whole or in part without penalty with any prepayment applying first to interest and then to principal, and no adjustment in regularly scheduled payments on partial prepayments, unless agreed in writing by the holder; shall provide for a "due on sale clause" unless the prior written consent of Seller has been obtained and which consent may be conditioned upon approval of the credit worthiness of the proposed buyer, and adjustment in interest rate, and the written confirmation of Buyer that Buyer will not be released from liability by virtue of such sale unless agreed in writing by Seller; shall required all prior liens and encumbrances to be kept in good standing and forbid modifications of or future advances under prior mortgage(s); and the mortgage, note and security agreement shall be otherwise in form and content required by Seller; but Seller may only require clauses customarily found in mortgages, mortgage notes, and security agreements generally utilized by institutional lenders in commercial transactions in the county where the Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evidenced by recorded financing statements.~~

(b) Third Party Financing: This Contract is contingent upon Buyer obtaining suitable financing with rate and terms acceptable to Buyer, in Buyer's sole discretion. Buyer shall have the right to terminate this Contract and receive a refund of all deposit monies by giving Seller written notice of termination for failure to obtain suitable financing within ____ days of the Effective Date. Upon termination pursuant to this provision, the parties shall be released f Initials ____ ____ l obligations hereunder, except as to matters which expressly survive the termination of this Contract. Buyer's failure to timely give notice of termination shall constitute a waiver of the right to terminate hereunder.

(c) Mortgage Assumption: This Contract is contingent upon Buyer being able to assume the existing mortgage ____ on the exiting terms and conditions, or ____ at an interest rate not to exceed ____%, and total mortgagee charges not to exceed \$____, which charges shall be paid by ____ Seller or ____ Buyer. Buyer shall, within ____ days of the Effective Date, acquire and make all necessary application, including the payment of all required application and loan assumption fees, to the lender. If Buyer is not approved by lender within ____ DAYS OF THE Effective Date, or if the requirements of the assumption are not in accordance with the terms of this Contract, or if lender charges in excess of the agreed amount, then Buyer may elect to terminate this contract by giving written notice to Seller within said time for approval, and receive a refund of any deposits paid, unless Seller agrees in writing, with ____ business days after receipt of Buyer's notice to pay the increase in interest rate and excess charges. Buyer's failure to timely give notice of termination shall constitute a waiver of the right to terminate hereunder.

5. **TITLE INSURANCE:** ☐ Seller, at Seller's expense, shall deliver to Buyer or Buyer's attorney, or ☒ Buyer, at Buyer's expense, shall obtain, within 30 days of the Effective Date, a title insurance commitment, with the premium for the owner's policy to be issued at closing to be paid by ☐ Seller ☒ Buyer. The title insurance commitment shall be issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, the owner's policy of title insurance in the amount of the purchase price insuring Buyer's title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract, and those which shall be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in the Contract. Marketable title shall be determined according to applicable Title standards adopted by authority of the Florida Bar and in

accordance with law. Buyer shall have 7 days from date of receiving the title commitment to examine it. If title is found unmarketable or not in compliance with this Contract, Buyer shall within said 7 days, notify Seller in writing specifying defect(s). If the defect(s) render title unmarketable, Seller will have 60 days from receipt of notice within which to remove the defect(s), failing which Buyer shall have the option of either accepting the title as it then is, or demanding a refund of deposit(s) paid which shall immediately be returned to Buyer, and this Contract, and the rights and obligations of the parties hereunder, shall terminate, except those which expressly survive the termination of this Contract. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) in the title within the time provided therefrom, but not including the institution of any suit or proceeding.

6. **SURVEY:** Seller, at Seller's expense, or Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, shall or ☒ may have Real Property surveyed and certified by a registered Florida surveyor. If survey shows encroachment on Real Property, or that improvements located on Real Property encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.
7. **CLOSING:** This transaction shall be closed, the deed, other closing papers and possession delivered, and the balance of the purchase price paid on or before the earlier of 10 days from receipt of funding for the Hometown Revitalization Grant previously awarded to the Buyer or 60 days after the Effective Date, unless extended by other provisions of this Contract. Closing shall be held in the county in which the Real Property is located at the office of an attorney or title agency designated by Seller. Unless otherwise agreed, closing shall take place between the hours of 8:00 a.m. and 6:00 p.m., and not on a Saturday, Sunday, or national holiday.
8. **CONVEYANCE; TITLE, RESTRICTIONS AND USE:** Seller shall convey the Real Property by SPECIAL WARRANTY DEED, unless otherwise provided, subject to: (i) zoning, restrictions, prohibitions and other limitations imposed by governmental authority; (ii) restrictions and matters appearing on the plat or common to the subdivision; (iii) public utility easements of record; provided the same are located contiguous to the Real Property lines, not more than 10 feet in width as to the rear or front lines and 7.5 feet in width as to the side lines, unless otherwise provided herein; (iv) taxes for the year of closing and subsequent years; (v) any purchase money mortgage or mortgage(s) to be assumed; and (vi) such other matters as are approved by Buyer or set forth in a Permitted Exceptions Addendum, if attached hereto, provided none of the foregoing shall prevent the use of the Real Property for commercial purposes. Personal Property shall be conveyed by an absolute Bill of Sale, free and clear of all liens, unless otherwise provided herein.
9. **CONDITION AND SUITABILITY OF PROPERTY:** ☒ As Is ☐ Initials _____
- (a) ☒ As Is: The property is being sold "AS IS." Buyer shall have a 30 calendar day period ("Inspection Period") from the Effective Date, in which the Buyer, or his designated Agent(s) will be allowed to enter onto the Property, at reasonable times and with prior notice to Seller, to perform inspections and tests as Buyer deems necessary to determine, in Buyer's sole discretion, that the Property is suitable for Buyer's intended use, including but not limited to, surveys, soil borings, environmental audits, termite and wood destroying organisms, HVAC, mechanical, plumbing, electrical, roof and structural. Such inspections or tests shall be made at Buyer's sole expense. Buyer shall be responsible for any damages caused by such tests or inspections and shall indemnify and hold Seller harmless from any damage or injury to person or property in connection with any such inspection or test. Should Buyer notify Seller or Seller's agent in writing prior to the expiration of

the Inspection Period that the Property is not suitable, in Buyer's sole discretion, all deposits shall be refunded to Buyer, and this Contract, and the rights and obligations of the parties shall terminate, except as to matters which expressly survive the termination of the Contract. Buyer's failure to timely give notice of termination shall constitute a waiver of the right to terminate hereunder.

(b) ☐ ~~Good Working Order: Seller warrants that the ceiling, roof (including the fascia and soffits), exterior and interior walls, do not have any visible evidence of leaks, water damage or structural damage, and all mechanical items, heating, cooling, electrical and plumbing systems and machinery, and all appliances are in good working order. This warranty shall not survive the closing of this contract. Buyer shall have ___ calendar day period ("inspection Period") from the Effective Date, in which the Buyer or Buyer's designated licensed Florida Contractor, engineer or architect, will be allowed to enter onto the Property, at reasonable times and with prior notice to Seller, to perform such inspections and other test necessary for the Buyer to determine that all of the warranted items are in good working condition or free from defects as warranted. Such inspections or tests shall be made at Buyers' sole expense. Buyer shall be responsible for any damages caused by such tests or inspections and shall indemnify and hold Seller harmless from any damage or injury to person or property in connection with any such inspection or test. Buyer shall notify Seller in writing before the expiration of the Inspection Period of any defects in items warranted. If replacements or repairs are required, then Seller shall cause the same to be made to bring any item into good working condition at Seller's expense; provided the costs thereof, as estimated by a licensed Florida contractor, engineer or architect, do not exceed \$ _____. If the costs of such replacements or repairs exceed said amount, then either Seller or Buyer may pay the excess, and failing to do so, either party may terminate this Contract by giving written notice to the other. Upon termination pursuant to this provision, all deposits shall be refunded to Buyer, and the parties shall be released from further rights and obligations hereunder, except as to matters which expressly survive the termination of this Contract. Buyer's failure to timely give notice of defects shall constitute an acceptance of the condition of the Real Property and a waiver of the right to terminate hereunder.~~

(c) ~~Maintenance: Between the Effective Date and the date of closing, except for repairs required pursuant to paragraph 9(b), Seller shall maintain Property, including, but not limited to, roof, mechanical systems, electrical systems, plumbing systems, and the HVAC systems, the lawn and shrubbery, in the same condition as existing on the Effective Date, ordinary wear and tear excepted.~~

10. ~~PERMITTING: Buyer shall have a ___90 calendar day period ("Permitting Period") from the Effective Date to determine compliance with governmental regulations for Buyer's intended use of the subject property and to obtain all necessary environmental, building, clearing, grading or other required governmental approvals for the development of the Property. City, County and State of Florida ordinances and regulations are constantly being revised as to land use, zoning, permitting and vested rights. The Buyer acknowledges that the Seller and Broker(s) make no representation as to whether the subject Property is suitable for Byer's intended use. Buyer has the ability during the Permitting Period to determine compliance with regulations for Buyer's intended use of the Property and will hold Seller and Broker(s) harmless from any damage caused by Buyer's inability to use the Property as intended. This provision shall survive the closing. If, in Buyer's sole discretion, the required governmental approvals cannot be obtained within a reasonable time frame or expense, Buyer shall notify Seller or Seller's agent, in writing, prior to the expiration of the Permitting Period, and all deposits shall be refunded to Buyer. Upon termination pursuant to this provision, the parties shall be released from further rights and obligations hereunder, except as to matters which expressly survive the termination of this~~

Contract, Buyer's failure to timely give notice of termination shall constitute a waiver of the right to terminate hereunder.

Initials _____

11. **WOOD DESTROYING ORGANISMS:** ~~If the Real Property is not being purchased as is,~~ pursuant to paragraph 9(a) above, Buyer, at Buyer's expense, within the Inspection Period provided in paragraph 9, may have the Real Property inspected by a Florida Certified Pest Control Operator to determine if there is any visible active termite infestation, wood destroying organisms or visible damage to the improvements from the same. If either or both are found, buyer shall have 5 days from date of said report within which to have all damages, whether visible or not, inspected and estimated by a licensed builder or general contractor. Seller shall pay valid costs of treatment and repair of all damage up to \$____. Should such costs exceed that amount, and Seller elects not to pay the same, the Buyer shall have the option of canceling Contract within 5 days after receipt of contractor's repair estimate by giving written notice to Seller, or Buyer may elect to proceed with the transaction, in which event Buyer shall receive a credit at closing of an amount equal to the cost of the treatment and repair estimate not in excess of said amount.
12. **HAZARDOUS SUBSTANCE:** Seller represents that Seller has no knowledge of any toxic, petroleum, asbestos or hazardous substances being stored, used or otherwise released on the subject Property. Buyer acknowledges that Buyer has the ability to audit the subject Property during the herein described Inspection Period and to terminate this Contract and receive a refund of all deposits in the event any are found and Seller is not willing to pay the costs of removal or remediation. Buyer may terminate the Contract by giving written notice of termination to Seller prior to the expiration of the Inspection Period. Buyer's sole remedy for such contaminates found on site shall be the termination of the Contract and return of any deposits, unless Seller has herein misrepresented Seller's knowledge of the same.
13. **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
14. **BUILDING ENERGY EFFICIENCY:** Pursuant to Section 553.996, Florida Statutes, Buyer may have the energy efficiency of the building(s) being purchased determined. Buyer acknowledges receipt of the Florida Building Energy Efficiency Rating System Information Brochure.
15. **AMERICANS WITH DISABILITIES ACT (A.D.A.):** ~~The A.D.A. makes it unlawful to discriminate against people with disabilities. This law may affect all improved properties requiring equal access and services to disabled individuals. The Buyer acknowledges that neither Seller nor Broker make any representation as to whether the subject Property conforms to the A.D.A. and shall indemnify and hold Seller and Broker harmless in the event the property does not meet A.D.A. standards. This provision shall survive the closing.~~
16. **LEASES:** Seller warrant's that there are no leases in effect for the property except as disclosed in the Lease Addendum attached to this Contract.
17. **EXCHANGE:** Buyer and Seller agree to cooperate with each other in completing a 1031 Tax Free Exchange under the Internal Revenue Code by arranging closing to qualify for such exchange and by completing such additional documentation as may be reasonably necessary to accomplish the same; provided, however, the partner desiring the exchange shall be obligated to assume all liability or cost associated with such

exchange. The party not desiring the exchange shall not be required to purchase an exchange parcel, nor shall the terms of this Contract, including the date of closing, be modified as a result of compliance with the terms of this provision.

18. **INGRESS AND EGRESS:** Seller warrants and represents that there is legal ingress and egress to the Real Property, title to which is in accordance with paragraph 5 of this Contract.
19. **LIENS:** Seller shall furnish to Buyer, at time of closing, an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Property for 90 days immediately preceding date of closing. If Property has been improved or repaired within that time, Seller shall deliver releases or waivers of mechanics' liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs which could serve as a basis for a mechanic's lien or a claim for damages have been paid or will be paid at closing of this Contract.

Initials _____

20. **TIME:** Time periods herein of less than 3 days shall in the computation exclude Saturdays, Sundays and state or national legal holidays, and any time period provided for herein which shall end on Saturday, Sunday or a legal holiday shall extend to 5:00 p.m. of the next business day.
21. **DOCUMENTS FOR CLOSING:** Seller shall furnish the deed, bill of sale, mechanic's lien affidavit, assignment of leases, tenant and mortgagee estoppel letter, corrective instruments, and closing statement. Buyer shall furnish all third party loan documents.
22. **EXPENSES:** Seller acknowledges and agrees that the Buyer is exempt from payment of documentary stamps on the deed and as such, Seller shall pay all documentary stamps and the costs of recording of any corrective instruments. Recording fees to record the deed, any purchase money mortgage and any financing statements shall be paid by Buyer.
23. **PRORATIONS, CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of the Real Property shall be prorated through day before closing. Cash at closing shall be increased or decreased as may be required by prorations. Prorations will be made through the day prior to closing, unless otherwise provided herein or agreed in writing. Advance rent and security deposits will be credited to Buyer, and escrow deposits held by the mortgagee of a mortgage to be assumed will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of the year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment, taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement.
24. **SPECIAL ASSESSMENT LIENS:** Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, such pending lien shall be considered certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.
25. **RISK OF LOSS:** If the Property is damaged by fire or other casualty before closing, and the cost of restoration does not exceed 3% of the assessed valuation of the Property so damaged, cost of restoration shall be an obligation of the Seller and closing shall proceed in accordance with the terms of Contract with restoration costs escrowed at closing. If the cost of restoration exceeds 3% of the assessed valuation of the improvements so damaged, Buyer shall have the option of either taking Property as is, together with either the 3% or any insurance proceeds payable by virtue of such loss or damage, or of canceling this Contract and receiving return of deposit(s).
26. **ESCROW:** Any escrow agent ("Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow, and, subject to clearance, disburse them in accordance with terms and conditions of Contract. Failure of clearance of funds, shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of Contract, Agent may, at Agent's option, continue to hold the subject matter of the

escrow until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, Florida Statutes, as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall, unless found to have defaulted under Agent's escrow and/or statutory duties, recover reasonable attorney's fees and costs incurred with the fees and costs to be paid from and out of the escrowed funds or equivalent, or reduced to judgment if said escrow funds are not available or are insufficient to pay the award. Parties agree that Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to this escrow, unless such misdelivery is due to willful breach of this Contract or gross negligence of Agent.

Initials _____

27. **ATTORNEY'S FEES, COSTS:** In connection with any litigation arising out of or instituted for the purpose of enforcing this Contract, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs. For the purposes of this General Provision, Seller, Buyer, listing broker, selling broker, buyer's broker, and any subagents of the same shall be eligible parties.
28. **FAILURE OF PERFORMANCE:** If for any reason other than a failure of title or breach of any covenant to be performed or met by Seller, Buyer fails to close, the Seller's sole remedy shall be to terminate this contract. In the event of a default by Seller, Buyer shall have the option of any and all remedies afforded under the laws of the State of Florida, at law or in equity, including the right to specific performance.
29. **CONDEMNATION:** If, prior to the closing hereof, all or any portion of the Real Property is taken by eminent domain or is the subject of a pending taking which has not been consummated (hereinafter collectively referred to as a "Taking"), Seller shall give Buyer written notice of such, and Buyer shall have the option to either (i) terminate this agreement, or (ii) proceed with the closing in accordance with the terms of this Contract. Buyer's written election shall be delivered to Seller not later than 15 days after receipt of written notice from Seller, but in any event prior to closing. If this agreement is terminated as aforesaid, neither party shall have any further rights or obligations to the other hereunder, except for any matters which specifically survive termination of this agreement. If Buyer does not elect to terminate this agreement as aforesaid, Seller agrees to assign to Buyer, at closing, all sums which are to be awarded for the Taking and give credit for any deposits or payments already received by Seller, Buyer shall thereafter be entitled to receive and keep any award for such Taking by eminent domain.
30. **CONTRACT NOT RECORDABLE, PERSONS BOUND, NOTICE:** Neither this Contract, nor any notice of it, shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for any party shall be as effective as if given by or to that party.
31. **OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended

to be bound by it.

32. **BROKERS:** Buyer and Seller represent to each other that neither have dealt with an undisclosed Broker in connection with this transaction, and that no commission is due from Seller or Buyer to any person except as agreed in writing by the party sought to be charged with such commission, except as follows:

(a) Broker: N/A, who
Is an agent of ☐ SELLER, or ☐ BUYER, or is a ☐ Transactional Broker, and who will be
compensated by ☐ SELLER, or ☐ BUYER, or ☐ both parties pursuant to a listing agreement or other
(specify): _____

(b) Broker: N/A, who
Is an agent of ☐ SELLER, or ☐ BUYER, or is a ☐ Transactional Broker, and who will be
compensated by ☐ SELLER, or ☐ BUYER, or ☐ both parties pursuant to a listing agreement or other
(specify): _____

(c) **Indemnification of Broker:** In connection with any act relating to the property, including, but not limited to, inquiries, introductions, consultations and negotiations resulting in this transaction, Seller and Buyer agree to indemnify and hold harmless any Broker identified herein from and against losses, damages, costs and expenses, including reasonable attorney's fees, and from liability to any person arising from (i) compensation claimed which is inconsistent with the representation in this Paragraph, (ii) any duty accepted by broker at the request of Seller or Buyer, which duty is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended from time to time, or (iii) the recommendation of or services provided and expenses incurred by any third party whom broker refers, recommends or retains for or on behalf of Buyer or Seller.

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36. **GOVERNING LAW AND VENUE:** This agreement shall be construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of or instituted for the purpose of

enforcing this Contract shall be in the county in which the Real Property is located.

37. **ASSIGNABILITY:** Buyer ☐ may assign or ☐ may not assign this Contract or any rights hereunder to an affiliated entity.

38. **ADDENDUM:** There ☐ is or ☐ is not an Addendum attached to this Contract.

39. **LICENSE DISCLOSURE:** ☐ Seller ☐ Buyer discloses that said party is a licensed real estate broker.

~~40. **ACREAGE/PRICE ADJUSTMENT:** In the event Buyer has the Property surveyed by a Florida-registered Land Surveyor and Mapper, and the property is less or greater than ___ acres, then, in that event, the purchase price shall be adjusted to reflect a price of \$_____.~~

41. **OTHER PROVISIONS:** The closing of this Contract is contingent upon funding for the CDBG-Hometown Revitalization Grant that Buyer has previously been approved for.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

(BUYER)

(SELLER)

Date

Date

Social Security or Tax ID#

Social Security or Tax ID#

SECTION 00010

ADVERTISEMENT FOR BIDS

PROJECT NAME: Town of Sneads Sewer Lift Station #4 Rehabilitation 2023

Sealed bids, submitted in triplicate, will be received by the Town of Sneads, Florida, (Owner), until 2:00 p.m., local time (CT), Tuesday, July 18, 2023 at the office of:

Lee Garner, City Manager
Sneads Town Hall
2028 Third Avenue
Sneads, Florida, 32460

for the construction of the following described Project:

Sewer Lift Station #4 Rehabilitation, including new wetwell, duplex submersible pumps, valve box, piping and valves, emergency generator, electrical & controls, site grading, fencing, & demolition of existing facilities.

Bids will be opened and read aloud at Sneads Town Hall at 2:00 p.m., July 18, 2023.

Plans, specifications, and contract documents will be open to public inspection at the office listed above or may be obtained from:

David H. Melvin Consulting Engineers
Attn: William C. Nobles, P.E.
4428 Lafayette Street, P.O. Box 840
Marianna, Florida 32447
(850) 482-3045

upon payment of \$ 150.00 per set which amount constitutes the cost of reproduction and handling. This payment will not be refunded. Electronic copies will be provided at no cost.

A non-mandatory pre-bid meeting shall be held at the Sneads Town Hall, 2028 Third Avenue, Sneads, Florida, 32460, at 9:00 a.m. CT, Thursday, June 29, 2023.

The Owner reserves the right to waive any informalities or to reject any or all bids. Each Bidder must deposit with his/her bid, security in the amount, form and subject to the conditions provided in the Information for Bidders. Sureties used for obtaining bonds must appear as acceptable according to the Department of Treasury Circular 570.

No bid may be withdrawn for a period of sixty days after the scheduled closing time for receipt of bids.

Attention of Bidders is particularly called to the requirements as to all applicable laws and regulations of the Federal government and State of Florida, and bonding and insurance requirements.

IN PARTICULAR, BIDDERS SHOULD NOTE THE REQUIRED ATTACHMENTS AND CERTIFICATIONS TO BE EXECUTED AND SUBMITTED WITH THE FORM OF BID PROPOSAL.

**EQUAL OPPORTUNITY EMPLOYER
HANDICAP ACCESSIBLE/FAIR HOUSING JURISDICTION**

**Request for Waiver of the Town of Sneads
Manufactured, Mobile, or Modular Home Ordinance**

Tammy D Jackson
2046 Lou Ave
Sneads, FL 32460
May 1, 2023

Sneads City Council

Council Members,

Hi, my name is Tammy Jackson, owner of a property located at 2046 Lou Ave., at the corner of Lou and Foreman. I have spoken to the Jackson County Property Appraiser's office and confirmed that the measurements of the property at the aforementioned address are 210' x 100', 21,000 square feet. I currently have a double wide mobile home on the north side of the property with the remainder being vacant land. I understand the Mobile Home Ordinance currently in place specifies that "the property size must be a minimum of $\frac{1}{4}$ acre, which is 10,890 square feet", and that "the number of manufactured, mobile, or modular homes permitted on each property shall not exceed two (2) homes per acre". I perceive this to mean that at least $\frac{1}{2}$ of an acre, or 21,780 square feet, would be the minimum requirement for placing two mobile homes, which leads to my request for a waiver.

My property is 780 square feet shy of being the full $\frac{1}{2}$ acre. I am wanting to allow my daughter and granddaughter to place one mobile home in the south east area of the parcel.

I currently have cut and stacked downed pines, residual from Hurricane Michael, as well as a stack of concrete culverts, property was purchased with them present, in the south east area of the property. Please be assured that if the waiver should be granted, these things would be cleared from the property before any other work begins. I have spoken to Mickey Perkins already about removing the culverts and am now waiting for them to be removed.

I acknowledge, and am happily obliged, to follow all requirements of the ordinance if the waiver should be granted. If granted, the shopping process would be started so that all inspections, submissions, approvals, reviews, and permitting set forth by the ordinance could take place.

Thank you for your consideration!

Best Regards,

A handwritten signature in black ink that reads "Tammy Jackson". The signature is written in a cursive, flowing style with a large, prominent "J" and "S".

Tammy Jackson
(850)209-5691



Overview



Legend

-  Parcels
-  Roads

Parcel ID 28-4N-07-0169-0000-0330
Sec/Twp/Rng 28-4N-07
Property Address 2046 LOU AVE
Sneads

Alternate ID 07 N 428016900000330
Class MOBILE HOME
Acreage n/a

Owner Address JACKSON TAMMY D
2046 LOU AVE
SNEADS, FL 32460

District 12
Brief Tax Description LOT 33 GAY-LOU SUBDV...OR 120
(Note: Not to be used on legal documents)

Date created: 5/15/2023
Last Data Uploaded: 5/15/2023 5:09:41 AM

Developed by  **Schneider**
GEOSPATIAL



Project Updates

June 13, 2023

Project Name	Comments	Budget
<i>SNE22WW</i> Citywide Wastewater Improvements	<ul style="list-style-type: none">• Work at lift stations, WWTP, construction of new force main (est. completion date - May 2025)• Environmental Review report submitted to DEO on 6.02.2023	\$3,629,750.00 <i>CDBG-DR Round-II</i>
<i>SNE22RD</i> Citywide Road & Drainage Improvements	<ul style="list-style-type: none">• Critical roadways identified by Town for restoration• Environmental Review report submitted to DEO on 6.02.2023	\$1,907,925.00 <i>CDBG-DR Round-II</i>
<i>SNE22CS</i> Connectivity Study	<ul style="list-style-type: none">• Business and pedestrian connectivity study (includes LMI survey)• Report draft complete, sidewalk designs in process	\$162,150.00 <i>Rural Infrastructure Fund</i>
<i>SNE22HR</i> Hometown Revitalization (SNE22HR)	<ul style="list-style-type: none">• Acquisition/Demolition of 2 properties & restorative work to 2 private businesses• Acquisition underway• Rehab projects under design	\$951,762.00 <i>CDBG-DR Hometown Revitalization</i>
<i>SNE22SW</i> Stormwater Improvements	<ul style="list-style-type: none">• Town-wide improvements stormwater improvements along several roadways (est. completion date Feb. 2025)• Design in process, currently conducting surveys	\$4,945,145.64 <i>CDBG-DR Round-I</i>



Town of Sneads

PO Drawer 159

Sneads, Florida 32460

PH (850) 593-6636 Fax (850)593-5079

Email: Sneadsmgr@sneadsfl.com

June 9, 2023

MEMO TO: Council President and Council Members

SUBJECT: Town Manager's Report to Council – June 2023

1. I wanted to inform you that I am making major operational changes to personnel at our WWTP to save money and provide a more efficient operation. I have terminated our consultant contract with Castleberry Environmental effective July 1, 2023, and will be bringing on Dennis McDaniel and Blake Fitzsimmons, both certified water and wastewater operators. I have terminated Justin McKinnie as of June 29, 2023, and we will transfer the part-time employee to the Maintenance Department. Our total salaries will increase a little, but we will more than off-set them with cost savings in utility, maintenance, chemical and sludge disposal expenses. Also, we will not be paying a contractor to come and do every little mechanical repair, as this will be done mostly in house.
2. We will have agenda items to authorize the contract and sale of property located at 1989 and 1995 Gloster Ave as part of our action items. Copies of paperwork are attached for your review.
3. We will finally have information regarding going out for bids again on Lift Station No. 4 with pre-bid meeting at Town Hall on June 29, 2023, and bid opening on July 18, 2023, at 2 PM. Sure hope the bids come back close to our approved amount.
4. Also, I have attached correspondence from Ms. Tammy Jackson, owner of property located at 2046 Lou Ave requesting a variance to locate a mobile home on her lot. Based on her request, I recommend we approve it as an administrative variance, unless you desire to go to a public hearing which will take 60-90 days for the complete process to occur.
5. Our mosquito fogging machine is on its last leg and very old. We asked for a quote on a new one that came back at \$14,500 from our current supplier. After searching the internet, we found a new one that has a dented gas tank from CenTark Truck and Equipment Co. in Jacksonville, AR at a price of \$6973.00 with all the new warranty. Due to this being an emergency purchase, I authorized it to be purchased and we will use ARPA funds to pay for it. Should arrive sometimes next week. I feel this saving of \$7527 is fully justified, as I continue to look at all our expenses with a view to getting the best price possible.
6. I wanted to let you know that Sherriiff Edenfield has donated us a used Ford Explorer and we will be picking up two used Ford Crown Victoria's from the Pat Thomas Academy next week. Hopefully this will allow us to go another year without the purchase of new police vehicles, although we are looking into a lease program for future police car purchases. Please thank the Sherriiff when you see him again.
7. I will be on vacation next Thursday and Friday to attend the American Legion Annual Conference in Orlando and will be having my right knee replaced on June 26th. I hope to be out only a couple of days due to the surgery.

8. It appears our grant authorization for expenditure of funds is beginning to move in FDEM and FEMA, as we are hopefully getting close to having construction start soon on our projects. I have attached some correspondence for your review and information.

9. I want to thank Chief Weeks and his officers for taking part in community activities and hope they can continue to be seen doing things to let our citizens know they are being active and participating. Chief Weeks is visiting all the businesses in town to re-assure them things are being taken care of and his department is ready and willing to serve as needed. The Fire Department continues to respond to calls in an efficient and timely manner and it is very much appreciated. I am happy with how all the departments are being of service to our citizens and with the changes being made in the WWTP we will see definite improvements soon.



ELMON LEE GARNER, TOWN MANAGER

CC: Town Clerk, Deputy Clerk, Town Attorney

CentArk Truck and Equipment Parts LLC

1028 Redmond Rd
Jacksonville, AR 72076
(501)241-1804
sales@centarkparts.com
www.centarkparts.com



INVOICE

BILL TO

Danielle Guy
Town of Sneads
2028 Third Ave
Sneads, FL 32460

SHIP TO

Danielle Guy
Town of Sneads
2028 Third Ave
Sneads, FL 32460

INVOICE # 4808**DATE** 06/07/2023**DUE DATE** 06/07/2023**TERMS** Due on receipt**SHIP DATE**

06/08/2023

SHIP VIA

Estes Express

ACTIVITY	QTY	RATE	AMOUNT
GUARDIAN 95 G4 Sprayer	1	6,750.00	6,750.00

SUBTOTAL	6,750.00
TAX	0.00
SHIPPING	223.00
TOTAL	6,973.00
BALANCE DUE	\$6,973.00

A handwritten signature in blue ink, consisting of a stylized 'X' or 'K' shape.



Agricultural &
Environmental
Solutions

Quotation
00019771

Rev. 10/2022
Agricultural &
Environmental
Solutions

Created Date 6/7/2023
Quote Number 00019771
Expiration Date 10/27/2023

ADAPCO, LLC d/b/a Azelis Agricultural & Environmental Solutions is
pleased to provide the following quotation to:

Customer TOWN OF SNEADS

Product	Quantity	Unit Price	Subtotal
GUA EMERGENCY PENDANT G4	1.00	USD 0.0000 Each	USD 0.0000
GUA GUARDIAN 190G4 VARIABLE FLOW SPRAYER	1.00 1 EA	USD 14,500.0000 Each	USD 14,500.0000
Total Amount			USD 14,500.0000

All prices quoted include freight to the final destination in the continental US. Terms Net 30 days, full Terms and Conditions can be found on our website, <https://azelisaes-us.com/terms-and-conditions/>. All invoices include a \$38 Environmental Credit Surcharge. Please feel free to visit our website at www.azelisaes-us.com to view labels and product information.

Should you have any questions or immediate needs, please contact our sales manager below. We appreciate the opportunity to offer this quote and look forward to hearing from you soon.

Regards,

Dan McCombie

TSR

Azelis A&ES

daniel.mccombie@azelis.com

(314) 541-1972