

RESOLUTION NO. 25-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA, AUTHORIZING THE SALE OF MUNICIPAL REAL PROPERTY LOCATED AT 1082 COMMERCE AVENUE, CHIPLEY, FLORIDA; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY, A STATUTORY WARRANTY DEED, AND OTHER NECESSARY DOCUMENTS TO COMPLETE THE TRANSACTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-232(b) of the Code of Ordinances of the City of Chipley, Florida, authorizes the City Council to sell real property owned by the City by adoption of a resolution, after determining that the property is not needed for municipal purposes; and

WHEREAS, the City Council of the City of Chipley, Florida, finds that certain real property located at 1082 Commerce Avenue, consisting of approximately 1.31 acres (newly described according to the survey attached hereto as Exhibit A), is no longer needed for municipal purposes; and

WHEREAS, the City Council authorizes the sale of said real property to Kingdom Come, LLC, for the purchase price of Six Thousand Five Hundred Fifty Dollars and Zero Cents (\$6,550.00)

WHEREAS, the City Council now desires to formally approve the sale of the property and authorize the necessary instruments to complete the transaction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHIPLEY, FLORIDA, THAT:

Section 1. The City Council hereby determines that the subject real property is not needed for municipal purposes and approves the sale of the property described in Exhibit A to Kingdom Come, LLC for the above-stated consideration.

Section 2. The Mayor of the City of Chipley, Tracy L. Andrews, is hereby authorized to execute the Agreement for Sale and Purchase of Real Property attached hereto as Exhibit B, along with a Statutory Warranty Deed and any other documents necessary to effectuate the transfer of the real property described in Exhibit A to the purchaser.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Council of the City of Chipley, Florida, this 14th day of October, 2025.

CITY OF CHIPLEY

Tracy L. Andrews, Mayor

ATTEST:

Sherry Snell, City Clerk

APPROVED AS TO LEGAL FORM:

Michelle Blankenship Jordan, City Attorney

Exhibit B

AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

THIS AGREEMENT, made by and between **Kingdom Come, LLC**, a Florida limited liability company, 1295 Orange Hill Rd, Chipley, FL 32428 (hereinafter called "Purchaser"), and **City of Chipley**, a Florida municipal corporation, 1442 West Jackson Ave, Chipley, Florida 32428 (hereinafter called "Seller").

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the mutual covenants hereinafter set forth, and in consideration of the sum of **SIX THOUSAND FIVE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$6,550.00)** and other good and valuable considerations, Seller agrees to sell and Purchaser agrees to purchase upon the terms and conditions hereinafter set forth the real property located in Washington County, Florida, more particularly described as follows:

See attached Exhibit A

(hereinafter the "Property") upon the following terms and conditions:

1. The full purchase price for the above-described property is **SIX THOUSAND FIVE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$6,550.00)** payable as follows:

a. **SIX THOUSAND FIVE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$6,550.00)** payable in cash at closing.

0. The parties hereby designate Panhandle Land Title, LLC, located at 124 E. Virginia Avenue, Bonifay, FL 32425, with contact numbers 850-547-2025 and 850547-9597 (fax), as the closing agent for this transaction.

1. The Seller represents and warrants that Seller is the owner of, the fee simple title to the Property, and agrees to convey fee simple title to the Property to the

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Purchaser by Statutory Warranty Deed, free and clear of all encumbrances, liens and defects, except taxes for the current year, local zoning and other governmental or agency regulations, existing utility easements, visible easements and road rights-of-way. The Statutory Warranty Deed shall also be expressly subject to: the usual exceptions contained in title insurance binders; fiber optic facilities and public utilities; reservations, exceptions, easements and restrictions of record, if any.

4. Within fifteen (15) days of execution of this Agreement, the Seller will obtain at Seller's expense evidence of title in the form of a title insurance binder issued by a title insurer acceptable to the Purchaser agreeing to issue to the Purchaser, upon recording of the Statutory Warranty Deed, a title insurance policy in the amount of the purchase price insuring the title of Purchaser to the real property, excepting only unpaid taxes and assessments for the current year and such standard conditions and exceptions as usually are printed in policies issued by that title insurer. If evidence of title shall not meet the requirements above specified, then the Purchaser shall so notify the Seller in writing within five (5) days after the delivery of the title insurance commitment specifying all defects and objections, and the Seller shall have a reasonable period of time not to exceed one hundred twenty (120) days to cure said defects and objections to the title, and will in good faith exercise due diligence to do so within said period of time. If the defects are not cured after such diligence, the Purchaser shall have the right to require the Seller to specifically perform this contract or Purchaser may:

- a. Accept the title of the Seller notwithstanding the defects and close this transaction in accordance with its terms and conditions; or
- b. Terminate this contract, and in such event all sums of money paid by the Purchaser and held in escrow to bind this Agreement shall be refunded to Purchaser and this contract shall be terminated.

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4. The real property taxes for the year in which this transaction is closed shall be pro-rated between the parties at the date of closing.

5. The Purchaser shall be responsible for all closing costs associated with this transaction, except that the Seller will pay for and affix to the Statutory Warranty Deed the requisite amount of documentary stamps, and the Seller will also pay all costs in connection with the clearing of any defects in the title to the property, if any. Each party shall be responsible for paying their respective attorneys fees for representation herein.

6. The Purchaser agrees to reimburse the Seller at the time of closing for the costs associated with the survey of the Property, which amount to TWO THOUSAND SEVENTY-THREE DOLLARS AND ZERO CENTS (\$2,073.00). This reimbursement shall be made in addition to the purchase price and any other amounts payable by the Purchaser under this Agreement.

7. Existing liens, except ad valorem tax liens for the current year, shall be satisfied as of the date of closing unless otherwise agreed upon between the parties and the Purchaser shall be put into possession of the property at the time of closing.

8. The parties acknowledge that no services have been performed by a broker or realtor in connection with this transaction and no brokerage or realtor's fees or commissions are due in connection with this transaction.

9. The Purchaser shall, during the term of this contract, have the right and privilege to enter upon the property to make inspection thereof and to make tests, survey, environmental audits, soil borings, compaction tests and such other analyses as the Purchaser deems desirable to determine the uses to which said property may be put, so long as such inspection and tests do not materially injure the property and do not interfere with the business operations or quiet enjoyment of the property by the Seller. In the event that the tests, survey, environmental audits, soil borings,

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compaction tests and other analyses, reveal a condition or defect that would (i) impair the marketability of the property should the Purchaser sell the property in the future, or (ii) impair the insurability of the premises, or (iii) would give rise to any liability for remediation, penalties, clean-up or any other action provided by Title 42, U.S.C. Chapter 103, commonly known as the Comprehensive Environment Response, Compensation and Liability Act, or (iv) would impair, delay or increase the costs of obtaining a building permit or certificate of occupancy, then and in that event, the Purchaser may exercise any one of the following options:

- a The Purchaser may elect to cancel this Agreement and obtain the return of all monies paid as down payment or binder; or
- b The Purchaser may, if in its sole discretion it deems the condition or defect to be of a minor nature, elect to proceed with the closing of this Agreement and purchase the subject real property in which event the purchaser shall be deemed to have waived any such conditions or defects.

In exercising this right of entry and inspection, Purchaser assumes all risk of loss associated with such entry and agrees to defend, indemnify and hold Seller harmless from and against any claim or expense resulting from any damage, injury or death arising from the acts or omissions of Purchaser or its agents. The Purchaser agrees to do no act which would encumber title to the Property.

- 9. The Purchaser may arrange for a survey of the premises at the Purchaser's expense and shall cause the survey to be certified to the Purchaser and the title insurance company.
- 10. Time is expressly declared to be the essence of this Agreement.
- 11. The rights, powers and options granted the parties hereto under the terms of this Agreement are in addition to, and not to be deemed restrictive of, those otherwise provided by law.

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12. The waiver of any breach of any of the provisions of this Agreement by either party shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or of another provision of this Agreement.
13. The Seller and the Purchaser each represent to one another that they have not relied on any information, advice or actions of the other or the other's attorney. Each party has completely read and fully understands the terms and provisions of this Agreement and believes that the terms and provisions hereof are in the best interests of said party.
14. Regardless of which party, or which party's attorney, prepared or substantially prepared this Agreement, in the event of any action, proceeding, trial or hearing at which the construction of this Agreement or any terms thereof may be an issue, no presumption shall apply by which this Agreement shall be construed against the Purchaser.
15. Each of the parties acknowledges and agrees that (i) this Agreement sets forth all of their rights and obligations with respect to each other's property; (ii) this Agreement provides fair and reasonable provisions for each of the parties, (iii) each of them has a satisfactory understanding of their rights based on a full disclosure of all relevant circumstances, (iv) each party has given careful and mature thought to the making of this Agreement and to its specific terms; (v) each party enters into this Agreement intending to be bound by it; and (vi) each party has entered into this Agreement freely and voluntarily. Each party shall, without additional consideration, execute any instruments or documents at any time requested by the other party that are reasonably necessary or proper to effectuate this Agreement.
16. This Agreement constitutes the entire agreement between the parties, and no prior or present agreements or representations not contained herein shall be

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binding upon any of the parties. No change, amendment or modification hereof shall be effective, valid, or binding upon the parties unless reduced to writing and signed by the parties to be bound thereby.

17. This Agreement shall be governed by the laws of the State of Florida.
18. Any notices required by this Agreement shall be given by personal delivery, regular mail, or certified mail to the parties at their respective addresses as stated hereinabove. Any notice given in the manner specified in this paragraph by or to the attorney for either party shall be as binding and effective as if given by or to a party and any notice mailed shall be effective upon the same date and time of its postmark.
19. This contract shall not be assignable by either party without written permission of the other party. The covenants herein contained shall be binding upon and shall inure to the benefit of the respective heirs, representatives, successors and assigns, if any, of the parties hereto. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.
20. In the event of default by either party under the terms of this Agreement, the defaulting party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this Agreement, including attorney's fees and costs. Specifically, should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties of the parties in relation thereto, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees, costs, expenses, and out-of-pocket disbursements, incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the

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court alone on a post-trial motion. 21. The Seller and the Purchaser waive any and all rights to trial by jury of all legal and equitable issues that may arise out of or in connection with this Agreement and all discussions, negotiations, events, and transactions related thereto. The Seller and the Purchaser further agree that any claim, counter-claim, demand, or choice in action, commenced by either of the undersigned parties must and shall be filed only in the county or circuit court in the Fourteenth Judicial Circuit, in and for Washington County, Florida.

22. This Agreement and all warranties and representations contained herein, shall survive the closing of the transaction contemplated hereby and shall not be considered to merge into the closing documents and shall be separately enforceable by any of the parties hereto.

23. A true and correct photocopy of this Agreement after it has been signed by or on behalf of all parties shall be as effective as the original and may be introduced in evidence at any trial or proceeding without compliance with any evidentiary predicate. This Agreement may be executed in counterparts all of which taken together shall be deemed to constitute the entire Agreement.

24. This Agreement must be accepted by the Seller within five (5) days from the date of the Purchaser's execution of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year endorsed following their respective signatures.

Signed, Sealed and Delivered in the Presence of:

Purchaser:

Seller:

Hal Gore
Kingdom Come, LLC

Tracy Andrews, Mayor
City of Chipley, Florida

Witness:

Attest:

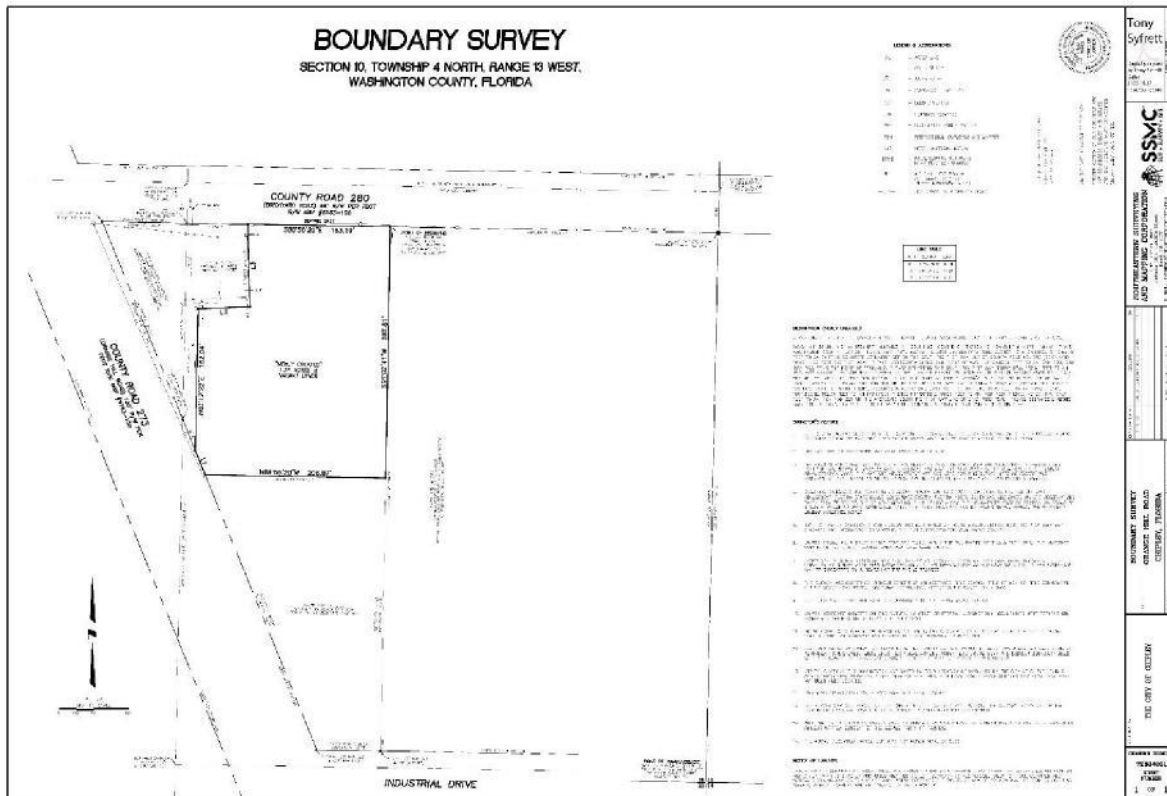
Print Name: _____ Clerk/Deputy Clerk

Print Name: _____

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EXHIBIT “A”



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