

20200255

FILED 2/1/2021
DOCUMENT NO. 01816-2021
FPSC - COMMISSION CLERK

This Instrument Prepared by & return to:

Name: W. Crit Smith, Esq.
Susan S. Thompson, Esq.
Frank S. Shaw, III, Esq.

Address: Tallahassee, Florida 32309
20205268CA

Parcel I.D. #: 3162N3W0785000000090

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED Made the 30th day of October, A.D. 2020, by LOUNETTE MOCK JOYNER MCPHERSON, A married woman, hereinafter called the grantor, to CITY OF QUINCY, A MUNICIPALITY INCORPORATED IN THE COUNTY OF GADSDEN COUNTY, FLORIDA, having its principal place of business at 404 W. JEFFERSON STREET, QUINCY, FL 32351, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument, singular and plural, and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee all that certain land situate in Gadsden County, State of Florida, viz:

Lots 8,9,16 and 45 of Joyland Subdivision, according to the Plat thereof as recorded in Plat Book 2, Page(s) 25, of the Public Records of GADSDEN County, Florida.

Less and except that portion conveyed to Gadsden County in Book 372 Page 993

GRANTOR HEREIN AFFIRMS THAT THE ABOVE DESCRIBED PROPERTY IS NON-HOMESTEAD

Subject to taxes for the year 2020 and subsequent years, restrictions, reservations, covenants and easements of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. **To Have and to Hold** the same in fee simple forever.

And the grantor hereby covenants with said grantee that he is lawfully seized of said land in fee simple; that he has good right and lawful authority to sell and convey said land, and hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2019.

In Witness Whereof, the said grantor has signed and sealed these presents, the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness Signature

James Thompson
Printed Name

[Signature]
Witness Signature

Lisa Warmack
Printed Name

State of Florida
County of LEON

[Signature]
LOUNETTE MOCK JOYNER MCPHERSON
Address: 311 PAUL THOMPSON ROAD,
MONTICELLO, FL 32344

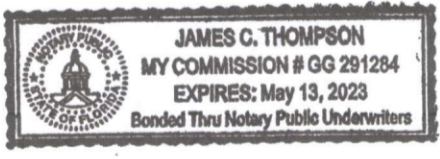
RECEIVED-FPSC
2021 FEB - 1 PM 2:50
COMMISSION CLERK

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared LOUNETTE MOCK JOYNER MCPHERSON, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he/she executed the same. The Grantor(s) () is personally known to me; or (X) produced Driver's License as identification:

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization.

Witness my hand and official seal in the County and State last aforesaid this 30th day of October, A.D. 2020.

Notary Public Rubber Stamp Seal



[Signature]
Notary Signature
James Thompson
Printed Notary Signature

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A. Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number: 20205288CA	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agents are shown. Items marked "(p.o.c)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower: CITY OF QUINCY, A MUNICIPALITY INCORPORATED IN THE COUNTY OF GADSDEN COUNTY, FLORIDA 404 W. JEFFERSON STREET, QUINCY, FL 32351	E. Name & Address of Seller: LOUNETTE MOCK JOYNER MCPHERSON 311 PAUL THOMPSON ROAD, MONTICELLO, FL 32344	F. Name & Address of Lender:
G. Property Location: LOT 9 & 16 & 45 HOLLY CIRCLE Quincy, FL 32351	H. Settlement Agent: Smith, Thompson & Shaw Telephone: 850-893-4105 Fax: 850-893-7228 Place of Settlement:	I. Settlement Date: Disbursement Date: TitleExpress Printed 10/30/2020 at 9:18 am by CA

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower	
101. Contract sales price	65,000.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	1,508.75
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/town taxes to	
107. County taxes 10/30/2020 to 12/31/2020	28.24
108. Assessments to	
109.	
110.	
111.	
112.	
120. Gross Amount Due from Borrower	66,536.99
200. Amounts Paid by or in Behalf of Borrower	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/town taxes to	
211. County taxes to	
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid by/for Borrower	0.00
300. Cash at Settlement from/to Borrower	
301. Gross amount due from borrower (line 120)	66,536.99
302. Less amounts paid by/for borrower (line 220)	0.00
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	66,536.99

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller	
401. Contract sales price	65,000.00
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/town taxes to	
407. County taxes 10/30/2020 to 12/31/2020	28.24
408. Assessments to	
409.	
410.	
411.	
412.	
420. Gross Amount Due to Seller	65,028.24
500. Reductions in Amount Due to Seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	164.07
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	
Adjustments for items unpaid by seller	
510. City/town taxes to	
511. County taxes to	
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	164.07
600. Cash at Settlement to/from Seller	
601. Gross amount due to seller (line 420)	65,028.24
602. Less reductions in amount due seller (line 520)	164.07
603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	64,864.17

This statement is being furnished to you for informational purposes only. It is not intended to constitute an offer of insurance or any other financial product. The information contained herein is for informational purposes only and should not be relied upon for any financial decision. This statement is not a contract. The actual terms and conditions of the loan are set forth in the loan agreement and related documents. The actual terms and conditions of the loan are set forth in the loan agreement and related documents. The actual terms and conditions of the loan are set forth in the loan agreement and related documents. The actual terms and conditions of the loan are set forth in the loan agreement and related documents.

L. Settlement Charges

700. Total Real Estate Broker Fees		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows:			
701.	\$0.00 to		
702.	\$0.00 to		
703. Commission paid at settlement			
800. Items Payable in Connection with Loan			
801.	Our origination charge (Includes Origination Point 0.000% or \$0.00)	\$ (from GFE #1)	
802.	Your credit or charge (points) for the specific interest rate chosen	\$ (from GFE #2)	
803.	Your adjusted origination charges	(from GFE A)	
804.	Appraisal fee to	(from GFE #3)	
805.	Credit report to	(from GFE #3)	
806.	Tax service to	(from GFE #3)	
807.	Flood certification to	(from GFE #3)	
808.	to		
900. Items Required by Lender to be Paid in Advance			
901.	Daily interest charges from 10/30/2020 to 11/01/2020 @ \$0.00/day	(from GFE #10)	
902.	Mortgage insurance premium months to	(from GFE #3)	
903.	Homeowner's insurance months to	(from GFE #11)	
904.	months to	(from GFE #11)	
1000. Reserves Deposited with Lender			
1001.	Initial deposit for your escrow account	(from GFE #9)	
1002.	Homeowner's insurance months @ \$ /month		
1003.	Mortgage insurance months @ \$ /month		
1004.	Property taxes months @ \$ /month		
1005.	County taxes months @ \$ 0.00/month \$		
1006.	Assessments months @ \$ 0.00/month \$		
1007.	Aggregate Adjustment \$		
1100. Title Charges			
1101.	Title services and lender's title insurance	\$ (from GFE #4)	595.00
1102.	Settlement or closing fee to SMITH THOMPSON SHAW \$595.00		
1103.	Owner's title insurance	\$ (from GFE #5)	373.75
1104.	Lender's title insurance	\$	
1105.	Lender's title policy limit \$0.00 Lender's Policy		
1106.	Owner's title policy limit \$65,000.00 Owner's Policy		
1107.	Agent's portion of the total title insurance premium	\$261.63	
1108.	Underwriter's portion of the total title insurance premium	\$112.12	
1109.	SEARCH FEE to FIRST AMERICAN TITLE INSURANCE COMPANY		75.00
1200. Government Recording and Transfer Charges			
1201.	Government recording charges \$	(from GFE #7)	10.00
1202.	Deed \$10.00 Mortgage \$ Release \$		
1203.	Transfer taxes \$	(from GFE #8)	455.00
1204.	City/County tax/stamps Deed \$455.00 Mortgage \$		
1205.	State Tax/stamps Deed \$ Mortgage \$		
1206.	Deed \$ Mortgage \$		
1300. Additional Settlement Charges			
1301.	Required services that you can shop for	(from GFE #6)	
1302.	2020 TAXES LOT 45 to TAX COLLECTOR \$		57.05
1303.	2020 TAXES LOT 16 to TAX COLLECTOR \$		35.67
1304.	2020 TAXES LOT 80 to TAX COLLECTOR \$		35.67
1305.	2020 TAXES LOT 90 to TAX COLLECTOR \$		35.67
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		1,508.75	164.07

*Paid outside of closing by (B)orrower, (S)eller, (L)ender, (I)nvestor, Bro(K)er. **Credit by lender shown on page 1. ***Credit by seller shown on page 1.

HUD CERTIFICATION OF BUYER AND SELLER

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Buyers

CITY OF QUINCY, A MUNICIPALITY INCORPORATED IN THE COUNTY OF GADSDEN COUNTY, FLORIDA

Ronte R. Harris

RONTE R. HARRIS, MAYOR AND PRESIDING OFFICER OF THE CITY COMMISSION AND THE CITY OF QUINCY, GADSDEN COUNTY, FLORIDA

Sellers

Lounette Mock Joyner McPherson
LOUNETTE MOCK JOYNER MCPHERSON

Settlement Agent

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

[Signature]
SETTLEMENT AGENT

10/30/2020
DATE

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE TITLE 18: U.S. CODE SECTION 1001 AND SECTION 1010.

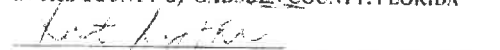
The undersigned, hereinafter referred to singularly or collectively as "Affiant", depose and say:

1. That affiant is a citizen of the United States of America and is over the age of eighteen years of age.
2. That affiant is the owner or the buyer of the property described as follows:
Lots 8,9,16 and 45 of Joyland Subdivision, according to the Plat thereof as recorded in Plat Book 2, Page(s) 25, of the Public Records of GADSDEN County, Florida.
Less and except that portion conveyed to Gadsden County in Book 372 Page 993
3. That the above described property is free and clear of all liens and encumbrances whatsoever except Mortgage(s) of record that the buyer assumed and agreed to pay in the Warranty Deed between the parties to the transaction, or that will be paid and satisfied of record out of the proceeds of the sale of the property.
4. That there are no Mechanics' Liens under Chapter 713 of the Florida statutes filed against the above described property; that no cautionary notices of any kind have been served with respect to labor performed or materials furnished upon said property; that there have been no repairs or materials or other work done to or labor, materials or services bestowed upon the above described property or any portion thereof, for which any or all of the cost of same remains unpaid; that no person, firm or corporation is entitled to a lien under Chapter 713 of the Florida Statutes.
5. That there are no owners' association dues, unsatisfied judgments nor any federal, state or county tax deficiencies that are or could become a lien against the above described property, except taxes for the current year.
6. Seller(s) / Owner(s) title to and possession of the Property is open, exclusive and undisturbed, and there are no other persons or entities having occupancy or possessory rights in and to the Property other than the Seller(s) / Owner(s).
7. That there are no pending matters, whether litigation, tax deficiency proceedings, bankruptcy or otherwise, against affiant or relating to the property that could adversely affect title to the property.
8. That 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.
9. That the Buyer(s) and Seller(s) are aware that title insurance does not protect the Buyer(s) against the items listed below. The Seller(s) acknowledge(s) responsibilities for any sums accruing prior to the date of closing. The Buyer(s) acknowledge(s) responsibility for any sums accruing from date of closing onward. Any sums due not shown on the closing statement will be resolved between the Buyer(s) and the Seller(s) herein. a) Any unpaid utility bills; b) Any unpaid trash pickup or trash removal fees; c) Any unpaid personal property taxes; d) Any unpaid special assessment liens due the city or county which are not recorded in the Official Records Book in the County records;
10. That Buyer(s) and Seller(s) acknowledge that some of the costs set forth on the Settlement Statement, including, but not limited to, recording costs, courier fees, etc., are estimates only, and, as further consideration for its settlement services associated with this transaction, if such costs in actuality are lower than the amounts set forth on the Settlement Statement, said amounts shall be retained by Settlement Agent. If such costs in actuality are higher than the amounts set forth on the Settlement Statement, Settlement Agent shall be responsible for such costs.
11. That current real estate taxes on the subject land in the closing statement prepared by SMITH, THOMPSON, SHAW, COLÓN & POWER, P.A., have been estimated on the basis of the best available information for the purpose of proration, and the Buyer and Seller agree to the estimation and proration shown therein. Buyer and Seller agree to adjust the proration between themselves at such time as the current tax bill is available. Buyer acknowledges that in the upcoming year the property appraiser may re-calculate taxes based upon recent amendments to the Florida Statutes. This could result in an escrow shortage at that time which will be resolved directly between Buyer and their lender.
12. That SMITH, THOMPSON, SHAW, COLÓN & POWER, P.A. is acting as an escrow agent and represents neither party in this transaction. **You have permission to provide copies of our closing disclosure to the realtors of the transaction.**
13. That if indicated by an "X" that a mortgagee title insurance policy is to be issued to your lender and that such policy does not provide title insurance protection to you as an owner.
14. Calculations of payoff figures, or principal balance and escrow account balances and/or proration, was based on information, either obtained orally or in writing from the lender. The closing agent will not be held liable for miscalculations as a result of errors made by the lender. If there is, are discrepancies between the figures used in preparing the closing statements, and future information provided by the lender, resulting in a demand by the lender for additional funds, owner will, upon request forward said funds forthwith;
15. That I/we hereby make, constitute and appoint SMITH, THOMPSON, SHAW, COLÓN & POWER, P.A., my our true and lawful attorney in fact for me/us, and in my/our name, place and stead, to sign or initial corrections on closing documents as our attorney in fact may deem proper and necessary. No changes shall be made which substantially alter the terms or conditions of the loan.

The undersigned do hereby jointly and severally agree to indemnify and hold SMITH, THOMPSON, SHAW, COLÓN & POWER, P.A. and FIRST AMERICAN TITLE INSURANCE COMPANY harmless of and from all loss, cost, damage and expense of every kind, including attorneys' fees, which SMITH, THOMPSON, SHAW, COLÓN & POWER, P.A. and FIRST AMERICAN TITLE INSURANCE COMPANY shall sustain or become liable for under its policy now to be issued on account of reliance on the statements made herein, including but not limited to any matters that may be recorded between the effective date of the Commitment above and the time of the recording of the instruments described in said Commitment to be issued.


LOUNETTE MOCK JOYSER MCPHERSON

CITY OF QUINCY, A MUNICIPALITY INCORPORATED
IN THE COUNTY OF GADSDEN COUNTY, FLORIDA


BY: RONTE R. HARRIS, MAYOR AND PRESIDING
OFFICER OF THE CITY COMMISSION AND THE CITY
OF QUINCY, GADSDEN COUNTY, FLORIDA

Sworn to and subscribed before me this 3rd day of October, 2020, by RONTE R. HARRIS, MAYOR AND PRESIDING OFFICER OF THE CITY COMMISSION AND THE CITY OF QUINCY, GADSDEN COUNTY, FLORIDA FOR THE CITY OF QUINCY, A MUNICIPALITY INCORPORATED IN THE COUNTY OF GADSDEN COUNTY, FLORIDA, who () is/are personally known to me; or () produced _____ as identification:
The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization.

[Signature]
Notary Public

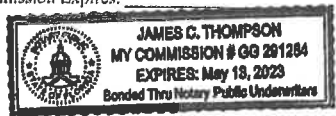
My Commission Expires: 10 + 17 2021



Sworn to and subscribed before me this 30th day of October, 2020, by LOUNETTE MOCK JOYNER MCPHERSON, who () is/are personally known to me; or () produced Driver's License as identification:
The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization.

[Signature]
Notary Public

My Commission Expires: _____



ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (hereinafter referred to as the "Agreement"), by and between the **CITY OF QUINCY**, a municipality incorporated in Gadsden County, Florida (hereinafter referred to as the "Purchaser"), and **LUNETTE MOCK JOYNER MCPHERSON *aka* LUNETTE MOCK JOYNER**, individually, and **LUNETTE MOCK JOYNER MCPHERSON *aka* LUNETTE MOCK JOYNER *dba* JOYLAND WATER SYSTEM**, sole proprietorship operating under the laws of the state of Florida (hereinafter referred to as the "Seller").

WHEREAS, Seller is engaged, or has previously been engaged, in the business of water utilities (the "Business").

WHEREAS, Seller owns certain real and operating assets consisting of, but not limited to, real property, equipment, and other miscellaneous assets (the "Assets") used in connection with certain of its operations, all as more particularly hereinafter described; and

WHEREAS, Purchaser desires to acquire all of the Assets of Seller as further described in Section 1; and Seller desires to sell all such Assets to Purchaser.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree that the foregoing recitals are true and correct and further agree as follows:

Section 1. *Property Purchased.* Purchaser agrees to purchase and pay for and Seller agrees to sell, assign, transfer and convey to Purchaser on the Closing Date (as defined in Section 4 hereof), for the consideration specified in Section 3 hereof, all of the following Assets and rights of Seller used in or arising from the conduct of the Business, free and clear of any encumbrances, including the following:

(A) *Real Property.* All of Seller's right, title and interest in and to (i) the real property and the structures, improvements, and facilities thereon owned by Seller and more fully described in Schedule A(1), and (ii) all easements, if any, reversionary or otherwise, in or upon such real property and all other rights and appurtenances belonging or in any way pertaining to such real property including all right, title and interest of the Seller in and to any mineral rights and water rights relating to such real property (the "Real Property").

(B) *Equipment, Etc.* All equipment and machinery of Seller located at the Real Property including the items set forth on Schedule (A)2 (the "Equipment").

(C) *Permits and Licenses.* All permits and licenses related to the Business, to the extent assignable or transferable, listed in Schedule (A)3 (the "Permits and Licenses");

(D) *Claims.* All claims of Seller against third parties relating to the Assets.

Initials (Purchaser) _____

Initials: (Seller) *LMJ*

Initials: (Seller - Joyland Water Systems) *JMS*

Section 2. Assumption of Liabilities or Obligations.

Purchaser shall not assume by virtue of this Agreement or the transactions contemplated hereby any obligations of Seller including, but not limited to, any liabilities related to operation of the Business by the Seller prior to the Closing Date, any liabilities of the Seller for taxes, any liability or obligation of the Seller under any Environmental Law arising out of or relating to the operation of the Seller's business, any liability of the Seller related to the Real Property, or any liability of the Seller arising out of any lawsuit, mediation, arbitration or other legal proceeding. All liabilities or obligations of Seller shall be referred to herein as "Excluded Liabilities."

Section 3. Purchase Price.

A. Purchaser agrees to pay to Seller as the purchase price the following amount: SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000) (the "Purchase Price") at closing.

Section 4. Effective Date; Closing. The "Effective Date" of this Agreement is the date on which the last one of the Seller and Purchaser has signed and delivered this Agreement. Time is of the essence in this Agreement. The closing for the transaction contemplated by this Agreement (the "Closing") shall take place on or before October 30, 2020 ("Closing Date"), unless extended by other provisions of this Agreement. In the event insurance underwriting is suspended on the Closing Date and Purchaser is unable to obtain property insurance, Purchaser may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

Seller will deliver possession and occupancy of the Real Property to Purchaser at Closing. Seller will provide keys, and any security/access codes necessary to access the Real Property and the Assets. On the day of Closing or soon thereafter, Seller shall accompany Purchaser to conduct a final reading of the meters.

Section 5. Due Diligence Period. Purchaser will, at Purchaser's expense and within fifteen (15) calendar days from the Effective Date (the "Due Diligence Period"), determine whether the Real Property is suitable, in Purchaser's sole and absolute discretion. During the term of the Agreement, Purchaser may conduct any tests, analysis, surveys and investigations (the "Inspections") which Purchaser deems necessary to determine to Purchaser's satisfaction the Real Property's environmental and engineering properties; zoning and zoning restrictions; flood zone designation and restrictions, soil and grade, and the availability of permits, government approvals, and licenses. Seller agrees to provide all reports and other work generated as a result of licensing and permitting associated with the property. Seller grants to Purchaser, its agents, contractors, employees, and assigns the right to enter the Real Property at any time during the term of this Agreement for the purpose of conducting Inspections, upon reasonable notice at a mutually agreed upon time. Seller reserves the right to be present on the Real Property during Inspections. Purchaser will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Purchaser's determination of whether or not the Real Property is acceptable. Purchaser's failure to comply with this notice requirement will constitute acceptance of the Real Property. Should Purchaser deliver timely notice that the Real Property is not acceptable, Seller agrees that the Agreement is terminated.

Initials (Purchaser) _____

Initials: (Seller)

Initials: (Seller - Joyland Water Systems)

Section 6. Title; Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser as follows:

A. *Action.* The Seller has the right, power, authority and legal capacity to execute and deliver this Agreement, convey marketable title to the Real Property by statutory warranty deed, free of liens, easements and encumbrances of record, and deliver and execute Seller's Closing Documents and to perform its obligations under this Agreement and Seller's Closing Documents.

B. *Evidence of Title.* The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller agrees to cause a title insurance commitment by a Florida licensed title insurer to be delivered to Purchaser within ten (10) calendar days after the Effective Date. The title insurance commitment shall set forth those matters to be discharged by the Seller at or before the Closing, and upon Purchaser recording the deed, an owner's policy in the amount of the Purchase Price for fee simple title subject only to exceptions acceptable to Purchaser shall be issued to Purchaser.

C. *Title Examination.* Purchaser will, within seven (7) calendar days from receipt of the evidence of title deliver written notice to Seller of title defects and Seller shall cure the defects with ten (10) calendar days from receipt of the notice (the "Curative Period"). Seller shall use good faith efforts to cure the defects within the Curative Period. If the defects are cured within the Curative Period, Closing will occur on the latter of 10 days after receipt by Purchaser of notice of such curing or the scheduled Closing Date. If the defects are not cured within the Curative Period, Purchaser will have 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Agreement or accept title subject to existing defects and Close the transaction. Purchaser may reduce the Purchase Price where title is subject to existing defects that cannot be cured by Seller.

Purchaser shall have obtained a certified survey of each Real Property prepared by a licensed surveyor satisfactory to Purchaser and the Title Company, in a form satisfactory to each of such parties (the "Surveys"). The Surveys shall not disclose any encroachment from or onto any of the Real Property or any portion thereof. Such encroachments will constitute a title defect to be cured within the Curative Period and must be cured to Purchaser's reasonable satisfaction prior to the Closing Date.

D. *Real Property.*

(1) With respect to each Real Property: Seller has good and marketable indefeasible fee simple title to such Real Property, free and clear of all liens and encumbrances; (B) Seller has not leased or otherwise granted to any person the right to use or occupy such Real Property or any portion thereof; and (C) other than the right of Purchaser pursuant to this Agreement, there are no outstanding options, rights of first offer or rights of first refusal to purchase such Real Property or any portion thereof or interest therein. Seller is not a party to any agreement or option to purchase any real property or interest therein.

(2) The Real Property comprises all of the real property used or intended to be used in, or otherwise related to, the Business.

Initials (Purchaser) _____

Initials: (Seller) JM

Initials: (Seller - Joyland Water Systems) JWS

(3) There is no condemnation, expropriation or other proceeding in eminent domain pending or, to the knowledge of the Seller, threatened or affecting any Real Property or any portion thereof or interest therein.

(4) The Real Property is in material compliance with all applicable building, zoning, subdivision, health and safety and other land use laws and the current use or occupancy of the Real Property or operation of the Business thereon does not violate any Real Property laws. The Seller has not received any notice of violation of any Real Property law, and to the knowledge of the Seller, there is no basis for the issuance of any such notice or the taking of any action for such violation.

(5) All structures, improvements, fixtures, systems and equipment, and all components thereof, included in the Real Property ("Improvements") are operational and sufficient for the operation of the Business. There are no structural deficiencies or latent defects affecting any of the Improvements and, to the knowledge of the Seller, there are no facts or conditions affecting any of the Improvements which would, individually, or in the aggregate, interfere in any material respect with the use or occupancy of the Improvements or any portion thereof in the operation of the Business.

(6) Each parcel of Real Property has direct access of ingress and egress to a public street adjoining the Real Property, and such access is not dependent on any land or other real property interest which is not included in the Real Property. None of the Improvements or any portion thereof is dependent for its access, use, or operation on any land, building, improvement or other real property interest which is not included in the Real Property.

(7) There are no zoning, building, or other restrictions, variances, covenants, restrictive covenants, declarations, rights of way, encumbrances, encroachments, easements and minor irregularities or defects in title, which, individually or in the aggregate (A) interfere in any material respect with the present use of or occupancy of the affected Real Property, (B) have more than an immaterial effect on the value to of such Real Property or the use by the Seller of such Real Property or (C) would impair the ability of the Seller to transfer ownership in such Real Property in the event of a bonafide sale to a third party.

E. Conflict with Other Instruments. Neither the execution and delivery of this Agreement by the Seller nor the consummation by the Seller of the transactions contemplated herein will: (i) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or result in the creation of a lien or encumbrance on any of the Assets, pursuant to any contract indenture, mortgage, lease, agreement or other instrument to which such Seller is a party or by which it, or any of the Assets, may be bound or affected; or (ii) violate any law or regulation to which such Seller is subject or by which it or its properties are bound. Seller is not and will not be required to give any notice to or obtain any consent from any person in connection with the execution and delivery of this Agreement or the consummation or performance of the transactions contemplated hereby.

F. Litigation, etc. There are no actions, suits, orders, investigations or proceedings pending in any court or by or before any governmental agency affecting the Assets or the Business as heretofore

Initials (Purchaser) _____

Initials: (Seller) JMGN

Initials: (Seller - Joyland Water Systems) JMGN

conducted by the Seller and (i) there is no litigation, proceeding, order, claim, grievance, or controversy threatened against Seller with regard to or affecting the Assets or the Business as heretofore conducted by Seller and (ii) no event has occurred or circumstance exists that may give rise to or serve as a basis for the commencement of any of the foregoing.

G. Compliance with Laws, etc. Seller is, and has been since January 1, 2016, in compliance in all material respects with all laws and regulations of any applicable jurisdiction with which it is required to comply in connection with Seller's ownership of the Assets and operation of its Business. Seller has not received, at any time since January 1, 2016, any notice or other communication (whether oral or written) from any governmental authority or any other person regarding any actual, alleged, possible, or potential violation of, or failure to comply with, any law or regulation. No event has occurred or circumstance exists that may give rise to or serve as a basis for the commencement of any of the foregoing.

H. Brokers or Finders. There are no brokers or finders involved on behalf of Seller in connection with the sale of the Assets and the other transactions contemplated by this Agreement for which Purchaser would be liable.

I. Governmental Approvals. No authorization, consent or approval or other order or action of or filing with any court, administrative agency, or other governmental or regulatory body or authority is required for the execution and delivery by Seller of this Agreement or the consummation by Seller of the transactions contemplated hereby.

J. Assets. Seller has and will affect conveyance to Purchaser of good and marketable title to the Assets, free of any liens, encumbrances, easements, rights of way, restrictions (subject to applicable zoning and permits), charges or defects of title, other than permitted exceptions. All assets are in the possession of Seller. The Assets comprise all of the assets, properties and rights of every type and description, whether real or personal, tangible or intangible, used in or necessary to the conduct of the Business and are adequate and sufficient to conduct the Business as conducted by the Seller on the Closing Date. The Assets in the aggregate are, in all material respects, in normal operating condition and repair (reasonable wear and tear excepted) and are suitable for the purposes for which they are presently being used. No Asset is in need of repair or replacement other than as part of routine maintenance in the ordinary course of business.

K. Product Liability. There are no formally asserted and existing claims, or any claims asserted in the past three (3) years, arising from or alleged to arise from any injury to persons or property as a result of the ownership, possession or use of any product manufactured or sold by Sellers. To the Sellers' knowledge, there is no reasonable basis for any present or future claim giving rise to such liability.

L. Environmental Matters.

(1) Seller is not, and has not been since January 1, 2013, in material violation of any Environmental Law (as defined below).

(2) Neither Seller nor any Asset is or has been subject to any actual or threatened claim,

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Initials: (Seller) 

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action, proceeding, order, investigation or inquiry by any governmental authority or any other person under any applicable Environmental Law or relating to Hazardous Materials (defined below).

(3) There has been no Release (defined below) of Hazardous Materials at, to or from the Real Property and there are no facts, conditions and circumstances with respect to the Real Property or any other Asset, that require or could give rise to any response costs, remedial obligations, capital improvements or other costs or liabilities under or to comply with any applicable Environmental Law.

(4) Seller has obtained, and since January 1, 2013 have been in material compliance with, all permits, licenses or similar authorizations required under applicable Environmental Law to operate the Business, and each such permit, license or similar authorization is listed in Schedule 1(C).

(5) No oil, petroleum products, hazardous or solid waste, hazardous or toxic material, pollutant, or any other material, substance or waste regulated under any Environmental Law (collectively "Hazardous Materials") have been Released by Seller at any location in violation of Environmental Law or in a manner that could give rise to liability of the Seller under any Environmental Law.

(6) There is not located at any Real Property any underground or aboveground storage tank, asbestos or asbestos-containing materials, equipment containing polychlorinated biphenyls, or lead-based paint.

(7) Seller has provided to Purchaser all environmental audits, studies, reports, investigations and sampling reports in Seller's possession with respect to the Business, the Real Property, or any properties currently or previously owned, leased or otherwise operated or used for the Business.

"Environmental Law" means any and all laws pertaining to health and safety, the environment, hazardous or solid wastes, or any other hazardous or toxic materials or substances, including the Comprehensive Environmental Response, Compensation, and Liability Act and the Superfund Amendments and Reauthorization Act, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act and the Hazardous and Solid Waste Amendments, the Federal Water Pollution Control Act and the Clean Water Act of 1977, the Toxic Substances Control Act, the Emergency Planning and Community Right-to-Know Act, the Clean Air Act, the Occupational Safety and Health Act, and any similar federal, state or local laws or regulations, including all amendments to any of the foregoing.

"Release" means any release, spilling, leaking, pumping, pouring, discharging, emitting, emptying, escaping, leaching, injecting, dumping, disposing or migrating into or through the indoor or outdoor environment.

M. *Governmental Authorizations.* Schedule (A)3 contains a complete and accurate list of each approval, license or permit issued by a governmental authority (the "Governmental Authorizations") that is held by Seller or that otherwise relates to the Business or the Assets. Each Governmental Authorization listed or required to be listed in Schedule (A)3(C) is valid and in full force and effect. Seller is and at all times since January 1, 2016, have been, in material compliance with the terms of each Governmental Authorization. Seller has not received, at any time since January 1, 2015, any notice or other

Initials (Purchaser) _____

Initials: (Seller) JM

Initials: (Seller - Joyland Water Systems) JM

communication (whether oral or written) from any governmental authority or any other person regarding any actual, alleged, possible, or potential violation of, or failure to comply with, any Governmental Authorization. The Governmental Authorizations listed in Schedule (A)3 collectively constitute all of the approvals, licenses and permits issued by a governmental authority necessary to permit Seller to lawfully conduct and operate the Business in the manner it currently conducts and operates such business and to permit Seller to own and use its Assets in the manner in which they currently own and use such Assets. Seller shall comply with requests from the applicable governmental authority relating to Purchaser's application for governmental approval and/or transference of any and all applicable licenses and permits. Purchaser reserves the right to extend the Closing Date until obtaining the Governmental Authorizations and the licenses and permits have been transferred to Purchaser. However, Purchaser may deliver written notice to terminate this Agreement if any and all applicable governmental authorizations are not obtained within seven (7) calendar days after the Effective Date. Seller agrees to use its best efforts in cooperating with obtaining any and all governmental authorizations.

N. *Validity.* This Agreement constitutes the legal, valid and binding obligation of the Seller enforceable in accordance with its terms.

O. *Relationships with Related Persons.* Except as set forth in Schedule B, no Related Person (as defined below) of Seller has, or since January 1, 2016, has had, any interest in any property (whether real, personal, or mixed and whether tangible or intangible), used in or pertaining to the Business. Seller nor any Related Person of Seller owns, or since January 1, 2016, has owned, of record or as a beneficial owner, an equity interest or any other financial or profit interest in any person that has (a) had business dealings or a material financial interest in any transaction with Seller other than business dealings or transactions disclosed in Schedule B, each of which has been conducted in the ordinary course of business at substantially prevailing market prices and on substantially prevailing market terms, or (b) engaged in competition with Seller with respect to the Seller's business. For the purposes of this Section 6(O), "Related Person" means, with respect to any individual: (i) an individual's spouse, siblings, siblings' children, children, grandchildren or parents; or (ii) a trust, corporation, partnership or other entity, the beneficiaries, stockholders, partners, or owners, or persons holding a controlling interest of which consist of such individuals referred to in the immediately preceding clause (i).

P. *Customers and Suppliers.*

Schedule C sets forth a true and complete list of each customer of Seller ("Customers"), for the trailing twelve-month period ended May 31, 2020, and the amount of sales to each Customer during such fiscal year.

Q. *No Material Adverse Change.* Since December 31, 2018, there has not been any Seller Material Adverse Effect (as defined below). Since December 31, 2018, Seller has conducted its business in the ordinary course of business and Seller has not, except in the ordinary course of business:

(1) sold, leased, or otherwise disposed of any assets or properties other than in the ordinary course of business, and (ii) dispositions of obsolete equipment or unsaleable Inventory in the ordinary course of business;

Initials (Purchaser) _____

Initials: (Seller)

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- (2) compromised or settled any proceeding;
- (3) cancelled, compromised, waived or released any right or claim (or series of related rights and claims) outside the ordinary course of business;
- (4) experienced any damage, destruction or loss (whether or not covered by insurance) to any of the Assets;
- (5) entered into any agreement, whether oral or written, to do any of the foregoing.

For purposes of this Agreement, "Seller Material Adverse Effect" means any material adverse change in or material adverse effect on, or any event that is reasonably likely to result in a material adverse change in or material adverse effect on, the Business, operations, Assets, liabilities, prospects, results of operations or condition (financial or otherwise) of Seller, taken as a whole, or on the ability of Seller to perform its obligations under this Agreement or to consummate the transactions contemplated hereby.

R. *Disclosure.* No representation or warranty or other statement made by the Seller in this Agreement and any other document or agreement delivered or to be delivered by Seller in connection with the transactions contemplated hereby contains or will contain any untrue statement or omits or will omit to state a material fact necessary to make any of them, in light of the circumstances in which they were made, not misleading.

S. *Operation of Real Property During Contract Period.* Seller will continue to operate the Real Property and any business conducted on the Real Property in the manner operated prior to this Agreement and will take no action that would adversely impact the Real Property after closing, as to Seller's business. Any changes that materially affect the Real Property or Purchaser's intended use of the Real Property will be permitted only with Purchaser's consent. Seller agrees that Seller's failure to obtain Purchaser's consent to make changes that materially affect the Real Property or Purchaser's intended use of the Real Property will terminate the Agreement..

Section 7. Representations, Warranties and Covenants of Purchaser. Purchaser represents and warrants to Sellers as follows:

A. *Action.* The execution and delivery of this Agreement by Purchaser and the consummation by Purchaser of the transactions contemplated herein have been authorized by all requisite City Commissioners, City of Quincy, action on the part of Purchaser.

B. *Validity.* This Agreement constitutes the valid and binding obligation of Purchaser, enforceable in accordance with its terms, except as limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws presently or hereafter in effect.

C. *Brokers or Finders.* There are no brokers or finders involved on behalf of Purchaser in connection with the purchase of the Assets and the other transactions contemplated by this Agreement.

Initials (Purchaser) _____

Initials: (Seller) *JM*

Initials: (Seller - Joyland Water Systems) *JM*

Section 8. Conditions Precedent to Obligations of Purchaser. All obligations of Purchaser under this Agreement to be performed on and after the Closing Date are, at the option of Purchaser, subject to the satisfaction of the following conditions precedent on or before the Closing Date, as indicated below:

A. *Proceedings Satisfactory.* All actions, proceedings, instruments, opinions and documents required to carry out this Agreement or incidental hereto, and all other related legal matters, shall be reasonably satisfactory to Purchaser and to counsel for Purchaser. Seller shall have delivered to Purchaser on the Closing Date such documents and other evidence as Purchaser may reasonably request in order to establish the consummation of transactions relating to the execution, delivery and performance by Seller of this Agreement, the purchase, transfer and delivery of the Assets to be purchased hereunder, and the compliance with the conditions set forth in this Section 8, in form and substance reasonably satisfactory to Purchaser.

B. *Instruments of Transfer and Other Instruments.* Seller shall have delivered, as prepared by Purchaser, such bills of sale, assignments, affidavit, deeds and other good and sufficient instruments of conveyance and transfer or otherwise, as are provided for herein, any other instruments as shall be effective to vest in Purchaser the title and rights of Seller with respect to the Assets, free and clear of all liens, charges, encumbrances, pledges or claims of any nature, together with any other documents and agreement described in this Agreement, including, without limitation:

(1) General bills of sale and assignments vesting in Purchaser good and merchantable title to the Fixtures, Equipment, and any other Asset to be transferred (the "Bill of Sale, Assignment and Assumption Agreement") in the form attached hereto as Exhibit A;

(2) Warranty Deed(s) in recordable form and substance reasonably acceptable to Purchaser conveying to Purchaser good, marketable, and insurable title to the Real Property;

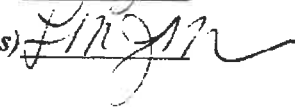
(3) Power of attorney and such other documents which Purchaser and Seller shall use to transfer applicable licenses and permits, and Seller shall cooperate with Purchaser in transferring ownership of said licenses and permits immediately after Closing by filing in the appropriate state agencies;

(4) Pay-off letters (the "Pay-off Letters"), executed by lenders that have a security interest in the Assets (each, a "Secured Lender") in a form acceptable to Purchaser providing for, upon the payment of all outstanding amounts owed by Seller to the Secured Lender at Closing, the termination of all security interests held by the Secured Lender with respect to the Assets (including the authorization of the filing of all necessary UCC-1 termination statements and other necessary documentation in connection with the termination of the Secured Lender's security interests), executed by the Secured Lender;

(5) The Title Company's standard form Owner's Affidavits in order to cause all standard exceptions to be deleted from each Title Policy and such other affidavits as the Title Company may require to be issued from Seller.

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(6) A duly executed FIRPTA affidavit with respect to the Seller that satisfies the requirements of Treasury Regulations Section 1.1445-2(b) and that is reasonably satisfactory to Purchaser; and

(7) Such other deeds, bills of sale, assignments, certificates of title, documents and other instruments of transfer and conveyance as may reasonably be requested by Purchaser, each in form and substance reasonably satisfactory to Purchaser and executed by Sellers. Seller shall deliver letters to each service contractor advising of the sale of the Real Property and the Assets and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer, contractor, subcontractor, or material supplier in connection with the Real Property, Assets or the Business.

C. Compliance with Terms and Conditions. All the terms, covenants, agreements and conditions of this Agreement to be complied with and performed by Seller on or before the Closing Date shall have been complied with and performed in all material respects.

D. No Proceedings Pending. No action, suit, proceeding or investigation by or before any court, administrative agency or other governmental body shall have been instituted or threatened which may restrain, prohibit or invalidate any of the transactions contemplated by this Agreement or which may affect the rights of Purchaser to operate or control after the Closing Date the Assets or the Business, or any part thereof.

E. Exhibits. The attachment to the Agreement of all Exhibits shall be a condition precedent to the completion of the transactions contemplated herein.

F. Real Estate.

At Closing, Purchaser shall have obtained title insurance policies in accordance with the Title Commitments, insuring Seller's fee simple title to each Real Property in such amount as Purchaser reasonably determines to be the value of the Real Property insured thereunder (the "Title Policies"). Each of the Title Policies shall include endorsements reasonably requested by Purchaser, in form and substance reasonably satisfactory to Purchaser.

Section 9. Indemnification.

A. General. All representations, warranties, covenants, and obligations in this Agreement, the Schedules attached hereto, the certificates or documents delivered pursuant to this Agreement will survive the Closing and the consummation of the transactions contemplated hereby. The right to indemnification, reimbursement, or other remedy based on such representations, warranties, covenants and obligations will not be affected by any investigation conducted with respect to, or any knowledge acquired (or capable of being acquired) about, the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or obligation.

B. Indemnification and Reimbursement By Seller. Seller shall indemnify and hold harmless

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Purchaser and its public and appointed City of Quincy officials, employees, representatives and agents (the "Purchaser Indemnified Persons"), and shall reimburse the Purchaser Indemnified Persons, for any loss, liability, claim, damage (including incidental and consequential damages), expense (including costs of investigation and defense and reasonable attorneys' fees, costs, and expenses) or diminution of value, whether or not involving a third-party claim (collectively, "Damages"), arising, directly or indirectly, from or in connection with:

(i) any breach of any representation or warranty made by Seller in this Agreement or any certificate or document delivered by Seller pursuant to this Agreement; or

(ii) any breach of any covenant or obligation of Seller in this Agreement or in any other document, writing or instrument delivered by the Seller pursuant to this Agreement;

C. Time Limitations.

The representations and warranties of the Seller and the Purchaser contained in this Agreement and any schedule, certificate or other document delivered pursuant hereto or in connection with the transaction contemplated hereby or thereby shall survive the Closing until the close of business on the 120th day following the expiration of the applicable statute of limitations, if any, (subject to any waiver or extension thereof).

Section 10. Additional Covenants.

A. Purchaser shall pay Purchaser's attorneys' fees, taxes and recording fees on financing documents, taxes on the deed(s), survey, and inspection fees. All title insurance premiums, policies and search or commitment fees shall be paid for by the Purchaser. Seller shall pay Seller's attorneys' fees, recording fees for satisfaction documents, and recording fees for deeds and documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or prior to closing and fails to do so, Purchase may use purchase proceeds to satisfy the encumbrance. Each party shall pay its own attorneys' fees.

B. To the extent not otherwise prorated pursuant to this Agreement, Purchaser and Seller shall prorate (as of the Closing Date) all real and personal property taxes with respect to the Real Property and Assets and any annual fees associated with the applicable licenses and permits. If the amount of such taxes for the year in which the Closing occurs cannot reasonably be determined, the apportionment will be based at Closing upon the amount of such taxes for the preceding tax year but will be readjusted when the amount of such taxes is finally determined.

Section 11. Miscellaneous Provisions.

A. *Expenses.* Except as otherwise provided in this Agreement, each party hereto shall pay its own expenses incident to the origination, negotiation and execution of this Agreement and the consummation of the transactions contemplated hereby, including, without limitation, all legal and accounting fees and disbursements.

Initials (Purchaser) _____

Initials: (Seller)

Initials: (Seller - Joyland Water Systems)



B. *Exhibits.* The Exhibits containing agreements attached hereto are incorporated herein and made a party hereof for all purposes. As used herein, the expression "this Agreement" means the body of this Agreement and such Exhibits, and the expressions "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement and such Exhibits as a whole and not to any particular part or subdivision thereof. Any default in any of the agreements attached to this Agreement shall be a default in this Agreement.

C. *Amendments.* Except as otherwise specifically stated herein, any provision of this Agreement may be amended by, and only by, a written instrument executed by Purchaser and Seller.

D. *Other Instruments to Be Executed.* From and after the date of Closing, Seller shall, from time to time, at the request of Purchaser and without further consideration (but at Purchaser's expense) do, execute, acknowledge and deliver, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required to more effectively convey, assign, transfer or confirm the Assets, and the rights of Seller with respect thereto to be assigned in accordance with this Agreement to Purchaser, its successors and permitted assigns.

E. *Parties Bound and Assignment.* This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective successors, heirs, and permitted assigns. Unless otherwise provided herein, the respective rights and obligations of any party hereto shall not be assignable without the consent of the other party.

F. *Governing Law and Jurisdiction.* This Agreement, and the rights and obligations of the parties hereto, shall be governed by and construed in accordance with the laws of the state of Florida. In any action or proceeding between any of the parties arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, each of the parties: (a) irrevocably and unconditionally consent and submits to the exclusive jurisdiction and venue of the state courts for the state of Florida, county of Gadsden.

G. *Notices.* Any notice, demand, approval, consent, request, waiver or other communication which may or is required to be given pursuant to this Agreement shall be in writing. Parties agree to send all notices to addresses specified below or at such different address as such party shall have theretofore advised the other party in writing, with copies sent to the persons indicated. Notices may be delivered by mail, overnight courier, personal delivery, or electronic means. Notices shall be deemed given on the earlier of the day actually received or on the close of business on the second business day next following the day when deposited in the United States mail, postage prepaid, certified or registered:

If to Purchaser:

Jack L. McLean, Jr.
City Manager, City of Quincy
404 W. Jefferson Street
Quincy, Florida 32351
Office: (850) 618-0020, Ext. 1881

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Initials (Purchaser) _____

Initials: (Seller) *[Signature]*

Initials: (Seller - Joyland Water Systems) *[Signature]*

With copies to (which shall not constitute notice):

Gary A. Roberts, Esq.
Gary A. Roberts & Associates, LLC
130 Salem Court
Tallahassee, Florida 32301-2810
Office: (850) 513-0505 / Fax: (850) 513-0318
If to Seller:

Lounette Mock Joyner McPherson
311 Paul Thompson Road
Monticello, Florida 32344

With copies to (which shall not constitute notice):

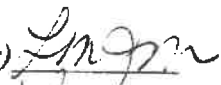
Belinda France, Esq.
France Law Firm, P.A.
2073 Summit Lake Drive, Ste. 154
Tallahassee, Florida 32317-7949
Office: (850) 224-1040 / Fax: (850) 681-0069

H. *Force Majeure; Disease, Pandemics, and Quarantines.* Purchaser or Seller shall not be required to perform any obligation under this Agreement or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to the Closing, is disrupted, delayed, caused or prevented by Force Majeure, diseases, epidemics, pandemics, quarantines, or seclusion orders. "Force Majeure" means hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The occurrence of epidemics, pandemics, diseases, quarantines, or seclusion orders established or declared by the applicable governmental authority also apply to this section. All time periods, including the Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure, disease, pandemics, or quarantine no longer prevents performance under the Agreement. However, if such Force Majeure, disease, epidemics, pandemics, seclusion orders or quarantine prevents performance under this Agreement more than 30 calendar days beyond the Closing Date, then Purchaser may terminate this Agreement by delivering written notice to the Seller and the Purchaser shall be released from all further obligations under this Agreement.

I. *Default.* In the event the sale is not closed due to any default or failure on the part of the Seller, Purchaser may bring an action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance.

J. *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.

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Initials: (Seller) 

Initials: (Seller - Joyland Water Systems) 

K. *Number and Gender of Words.* Whenever herein the singular number is used, the same shall include the plural where appropriate, and the words of any gender shall include each other gender where appropriate.

L. *Captions.* The captions, headings and arrangements used in this Agreement are for convenience only and do not affect, limit or amplify the terms and provisions hereof.

M. *Invalid Provisions.* If any provision hereof is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. In lieu of such illegal, invalid or unenforceable provision there shall be added automatically as a part hereof a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

N. *Entirety of Agreement.* This Agreement contains the entire agreement between Purchaser and Seller. No representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein, shall be of any force or effect. Modifications of this Agreement will not be binding unless in writing and signed by both parties. Signatures, initials, documents referenced and incorporated in this Agreement, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding.

O. *Multiple Counterparts; Effectiveness.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one agreement. This Agreement shall become effective when executed and delivered by the parties hereto.

P. *Attorney Fees.* In the event of claim or controversy arising out of or relating to the subject matter of this Agreement, the prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees, costs, and expenses (including on both the trial and appellate levels).

Q. *Risk of Loss.* If, after the Effective Date and before the Closing, the Real Property and/or the Assets are damaged by fire or other casualty, Seller shall bear the risk of loss and Purchaser may cancel this Agreement without liability. Alternatively, Purchaser will have the option of purchasing the Real Property at the agreed upon purchase price and Seller will credit the deductible, if any, and transfer to Purchaser at closing any insurance proceeds, or Seller's claim to any insurance proceeds payable for the damage. Seller shall cooperate with and assist Purchaser in collecting any such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Purchaser.

R. *Confidentiality.* Purchaser, Sellers shall maintain in confidence, and shall cause their respective representatives to maintain in confidence, and not use to the detriment of the other parties, any written, oral, or other information obtained in confidence from another party in connection with this Agreement or the transactions contemplated hereby, unless (a) such information is already known to such party or to

Initials (Purchaser) _____

Initials: (Seller)

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others not bound by a duty of confidentiality or such information becomes publicly available through no fault of such party, (b) the use of such information is necessary or appropriate in making any filing or obtaining any consent required for the consummation of the transactions contemplated hereby or (c) the furnishing or use of such information is required by or necessary in connection with any proceeding or is otherwise legally compelled.

[SIGNATURE PAGES TO FOLLOW]

Initials (Purchaser) _____

Initials: (Seller) J. M. M.

Initials: (Seller – Joyland Water Systems) J. M. M.

IN WITNESS WHEREOF, the Purchaser has executed this Agreement this 30th day of October, 2020.

**PURCHASER - CITY OF QUINCY,
a municipality incorporated in the
county of Gadsden County, Florida**

By: [Signature]
Ronie R. Harris, Mayor and Presiding
Officer of the City Commission and the
City of Quincy, Gadsden County, Florida

Initials (Purchaser) _____

Initials: (Seller) [Signature]

Initials: (Seller - Joyland Water Systems) [Signature]

IN WITNESS WHEREOF, the Seller has executed this Agreement this 30th day of October, 2020.

SELLER - Individually

Lounette Mock Joyner McPherson

Lounette Mock Joyner McPherson
fka Lounette Mock Joyner,
Individually

SELLER – Joyland Water Systems

Lounette Mock Joyner McPherson

Lounette Mock Joyner McPherson
fka Lounette Mock Joyner,
Sole Proprietor

Initials (Purchaser) _____

Initials: (Seller) *LMJ*
Initials: (Seller – Joyland Water Systems) *LMJ*

**SCHEDULE A(1)
REAL PROPERTY**

Initials (Purchaser) _____

Initials: (Seller) LM

Initials: (Seller -- Joyland Water Systems) LM



Parcel Summary

Parcel ID 3-16-2N-3W-0785-00000-0080
 Location Address HOLLY CIR
 QUINCY 32351
 Brief Tax Description* LOT 8 JOYLAND SUBDIVISION, OR 369 P 1441; LESS ROAD R/WAY TO GADSDEN COUNTY PER OR 372 P 993, OR 497 P 1628
 Property Use Code WASTELAND/ (009600)
 Sec/Twp/Rng 16-2N-3W
 Tax District GADSDEN COUNTY (District 7)
 Millage Rate 15.1731
 Acreage 0.000
 Homestead N

Owner Information

Primary Owner:
 311 Paul Thompson Rd
 Monticello, FL 32344

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
009620	MARSH	1.00	LT	0	0

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	11/24/1992	\$0	WD			Unqualified (U)	Vacant	THOMAS JOYNER	LUNETTE JOYNER AS TRUSTEE
N	03/11/1988	\$100	PP			Unqualified (U)	Vacant	DOROTHY HOLLEY EST	JOHN R. HOLLEY

Valuation

	2019	2018	2017	2016
Building Value	\$0	\$0	\$0	\$0
Extra Features Value	\$0	\$0	\$0	\$0
Land Value	\$2,500	\$2,500	\$2,500	\$2,500
Land Agricultural Value	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0
Just (Market) Value	\$2,500	\$2,500	\$2,500	\$2,500
Assessed Value	\$2,500	\$2,500	\$2,500	\$2,500
Exempt Value	\$0	\$0	\$0	\$0
Taxable Value	\$2,500	\$2,500	\$2,500	\$2,500
Save Our Homes or AGL Amount	\$0	\$0	\$0	\$0

Just (Market) Value description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

no data available for the following modules: Buildings, Commercial Buildings, Extra Features, Photos, Sketches





Parcel Summary

Parcel ID 3-16-2N-3W-0785-00000-0090
Location Address 1 HOLLY CIR
 QUINCY 32351
Brief Tax Description LOT 9 JOYLAND SUBDIVISION OR 345 P 1 2 J LESS ROAD R/WAY TO GADSDEN COUNTY PER OR 3 2 P 993 OR 497 P 152
Property Use Code WASTELAND (2019600)
Sec/Twp/Rng 16-2N-3W
Tax District GADSDEN COUNTY (District 2)
Millage Rate 15.1731
Acreage 0.0000
Homestead N

Owner Information

Primary Owner

311 Paul Thompson Rd
 Monticello FL 32344

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
009626	MARSH	100	LT	0	0

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	03/11/1988	\$100	PK			Unqualified (U)	Vacant	DOROTHY HOLEY EST	JOHN R HOLLEY

Valuation

	2019	2018	2017	2016
Bed Reg. Value	\$0	\$0	\$0	\$0
Extra Features Value	\$0	\$0	\$0	\$0
Land Value	\$2,500	\$2,500	\$2,500	\$2,500
Land Agricultural Value	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0
Just (Market) Value	\$2,500	\$2,500	\$2,500	\$2,500
Assessed Value	\$2,500	\$2,500	\$2,500	\$2,500
Exempt Value	\$0	\$0	\$0	\$0
Taxable Value	\$2,500	\$2,500	\$2,500	\$2,500
Save Our Homes or AC Amount	\$0	\$0	\$0	\$0

Just (Market) Value - description: This is the value established by the Property Appraiser for ad valorem purposes. The value does not represent anticipated selling price.

No data available for the following modules: Buildings, Commercial building, Extra Features, Photos, Sketches





Parcel Summary

Parcel ID 3-16-2N-3W-0785-00000-0160
 Location Address HOLLY CIR
 QUINCY 32351
 Brief Tax Description LOT 16 JOYLAND SUBDIVISION, OR 369 P 1441; LESS ROAD R/WAY TO GADSDEN COUNTY PER OR 372 P 993, OR 497 P 1628
 Property Use Code WASTELAND (009600)
 Sec/Twp/Rng 16-2N-3W
 Tax District GADSDEN COUNTY (District 7)
 Millage Rate 15.1731
 Acreage 0.000
 Homestead N

Owner Information

Primary Owner
 311 Paul Thompson Rd
 Monticello, FL 32344

Land Information

Code	Land Use	Number of Units	Unit type	Frontage	Depth
009620	MARSH	1.00	LT	0	0

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	11/24/1992	\$0	WD			Unqualified (U)	Vacant	THOMAS JOYNER	LUNETTE JOYNER AS TRUSTEE
H	03/11/1998	\$100	PR			Unqualified (U)	Vacant	MORTHY HOLLEY EST	JOHN R. HOLLEY

Valuation

	2019	2018	2017	2016
Building Value	\$0	\$0	\$0	\$0
Extra Features Value	\$0	\$0	\$0	\$0
Land Value	\$2,500	\$2,500	\$2,500	\$2,500
Land Agricultural Value	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0
Just (Market) Value	\$2,500	\$2,500	\$2,500	\$2,500
Assessed Value	\$2,500	\$2,500	\$2,500	\$2,500
Exempt Value	\$0	\$0	\$0	\$0
Taxable Value	\$2,500	\$2,500	\$2,500	\$2,500
Save Our Homes or AGL Amount	\$0	\$0	\$0	\$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

No data available for the following modules: Buildings, Commercial Buildings, Extra Features, Photos, Sketches.





Parcel Summary

Parcel ID: 3-16-2N-3W-0785-00000-0450
 Location Address: HOLLY CIR QUINCY 32351
 Brief Tax Description: OR 808 P 1853 LOT 45 JOYLAND SUBDIVISION OR 344 P 831, OR 497 P 1630 LESS ROAD R/WAY TO GADSDEN COUNTY PER OR 372 P 993
 Property Use Code: VACANT RES (000000)
 Sec/Twp/Rng: 16 2N-3W
 Tax District: GADSDEN COUNTY (District 7)
 Millage Rate: 15 1731
 Acreage: 0.000
 Homestead: N

Owner Information

Primary Owner:
 McPherson Lounette Mock Joyner
 311 Paul Thompson Rd
 Monticello, FL 32344

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
204701	RESIDENTIAL	1.00	LT	0	0

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	09/17/2015	\$100	QC			Unqualified (U)	Vacant	LOUNETTE JOYNER AS TRUSTEE	LOUNETTE MOCK JOYNER MCPHERSON
N	11/24/1997	\$0	WD			Unqualified (U)	Vacant	THOMAS JOYNER	LOUNETTE JOYNER AS TRUSTEE

Valuation

	2019	2018	2017	2016
Building Value	\$0	\$0	\$0	\$0
Extra Features Value	\$0	\$0	\$0	\$0
Land Value	\$4,000	\$4,000	\$4,000	\$4,000
Land Agricultural Value	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0
Just (Market) Value	\$4,000	\$4,000	\$4,000	\$4,000
Assessed Value	\$4,000	\$4,000	\$4,000	\$4,000
Exempt Value	\$0	\$0	\$0	\$0
Taxable Value	\$4,000	\$4,000	\$4,000	\$4,000
Save Our Homes or AGL Amount	\$0	\$0	\$0	\$0

Just (Market) Value description: This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

No data available for the following modules: Buildings, Commercial Buildings, Extra Features, Photos, Sketches.



**SCHEDULE A(2)
EQUIPMENT**

1. Water system
2. Pump system for the well
3. Well and well equipment
4. Water tank
5. Pump house for the well
6. Pump system and pump house at the drainage pond

Initials (Purchaser) _____

Initials: (Seller) LMJ ML

Initials: (Seller – Joyland Water Systems) LMJ ML

**SCHEDULE A(3)
PERMITS AND LICENSES**

1. Public Service Commission Water and/or Wastewater Utilities Permit # WU711-18-AR
2. Consumptive Use Permit, Individual Water Use Permit (1995), issued by the Florida Department of Environmental Protection

20

Initials (Purchaser) _____

Initials: (Seller) LMJ 7/12

Initials: (Seller – Joyland Water Systems) LMJ 7/12

**SCHEDULE B
RELATED PERSONS**

Louette Joyner, Trustee; Louette Joyner, Revocable Living Trust, UTA dated November 18, 1992

Roger Walker Joyner, son (employee; no ownership interest)

Raymond MacPherson, spouse (employee, no ownership interest)

Initials (Purchaser) _____

Initials: (Seller) L J Joyner

Initials: (Seller - Joyland Water Systems) J M Joyner

**SCHEDULE C
CUSTOMERS LIST**

Please see attached Customers List

Initials (Purchaser) _____

Initials: (Seller) *Lin J*

Initials: (Seller - Joyland Water Systems) *Lin J*

JOYLAND WATER SYSTEM CONSUMER RECORD, JUNE 1, 2019 through May 31, 2020

Residential Service Consumers

Cust. No.	Name & Billing Address	Gallons Consumed	Revenues Billed	Final Meter Reading
#1	Treachery Kelly 142 Culliver Road Columbia, S.C. 29209	47,840	\$477.37	<u>2292613</u>
#2	VACANT			
#3	Maggie Thomas (5 mos.) 356 Holly Circle. Quincy, FL 32351	25,210	233.65	<u>2099444</u>
#4	Jimnie Anderson 51 Holly Circle Quincy, FL 32351	43,940	466.99	<u>1648276</u>
#6	Pedro De La Cruz 60 Holly Circle Quincy, FL 32351	64,700	625.97	<u>1271500</u>
#7	VACANT			
#8	Daryl Johnson 425 S. 12 th Street Quincy, FL 32351	32,140	369.92	<u>1457835</u>
#9A	Nicole Caldwell 116 N. Madison St. Quincy, FL 32351	14,100	237.76	<u>7345900</u>

Meters were read by:
"Mark" and Roger Joyner 10/29/20

Cust. No.	Name & Billing Address	Gallons Consumed	Revenues Billed	Final Meter Reading
#9B	Carlos Hernandez 467 Holly Circle Quincy, FL 32351	86,215	774.86	<u>2641053</u>
#10	Ashley McNealy 480 Holly Circle Quincy, FL 32351	22,960	312.33	<u>964870</u>
#11	Ruby Denson 493 Holly Circle Quincy, FL 32351	5,550	208.90	<u>2315840</u>
#12	Flossie Byrd 515 Holly Circle Quincy, FL 32351	23,490	307.44	<u>30300</u>
13	Betty Harris 537 Holly Circle Quincy, FL 32351	50,920	460.37	<u>1793614</u>
14	Loretta McNealy 512 Holly Circle Quincy, FL 32351	21,236	304.04	<u>1967052</u>
15	Jose Valle 536 Holly Circle Quincy, FL 32351	71,250	620.42	<u>706670</u>
16	Major Dixon #1 558 Holly Circle Quincy, FL 32351	61,560	575.51	<u>595410</u>
17	VACANT			
18	Martha Ward 563 Holly Circle Quincy, FL 32351	49,610	478.98	<u>132320</u>

Cust. No.	Name & Billing Address	Gallons Consumed	Revenues Billed	Final Meter Reading
19	Louise Berkins Post Office Box 213 Quincy, FL 32351	37,280	423.00	<u>1669617</u>
20	Robert Green 324 S. Shadow Street Quincy, FL 32351	71,550	671.51	<u>2269926</u>
21	Bernadine Jones P. O. Box 694 Quincy, FL 32351	88,470	828.32	<u>3368338</u>
22	Alberto Arriaga Post Office Box 1215 Quincy, FL 32353	42,560	418.83	<u>760710</u>
23	Kinesha Hopkins 659 Holly Circle Quincy, FL 32351	28,930	302.07	<u>4092806</u>
24	Clara Wood 97 Holly Circle Quincy, FL 32351	27,710	404.19	<u>749680</u>
25	Miguel Torres 55 Pontiac Drive Quincy, FL 32351	85,200	791.67	<u>2833200</u>
26	Raul Miranda Post Office Box 68 Quincy, FL 32351	59,800	558.46	<u>2122200</u>
27	Abraham Fernandez 71 Pontiac Drive- Quincy, FL 32351	131,200	1,279.70	<u>4070100</u>
28	Jose Miranda 72 Pontiac Drive Quincy, FL 32351	11,710	242.50	<u>1360250</u>

Cust. No.	Name & Billing Address	Gallons Consumed	Revenues Billed	Final Meter Reading
29	Jose Fernandez 72 Pontiac Drive Quincy, FL 32351	97,360	878.48	<u>4019130</u>
30	Alma D Miranda Paredes 149 Holly Circle Quincy, FL 32351	28,850	366.60	<u>260510</u>
31	Katherine Jones 136 Holly Drive Quincy, FL 32351	89,010	829.81	<u>160130</u>
32	Ivory Johnson (3 mos.) Post Office Box 371 Quincy, FL 32351	1,690	51.93	<u>185590</u>
33	Esperanza Fernandez (1) 190 Holly Circle Quincy, FL 32351	29,070	350.42	<u>173490</u>
34	Esperanza Fernandez (2) 190 Holly Circle Quincy, FL 32351	95,080	899.55	<u>653210</u>
35	Zachariah McClinton 177 Holly Circle Quincy, FL 32351	72,812	715.52	<u>48700</u>
36	Lonnie B. Wheeler 199 Holly Circle Quincy, FL 32351	14,801	292.49	<u>17740</u>
37	Juan Cruz 217 Holly Circle Quincy, FL 32351	49,880	474.21	<u>3966569</u>
38	Patricia Walker 239 Holly Circle Quincy, FL 32351	56,430	587.43	<u>2218850</u>

Cust. No.	Name & Billing Address	Gallons Consumed	Revenues Billed	Final Meter Reading
39	Maribel Rodriguez 222 Holly Circle Quincy, FL 32351	82,950	780.82	<u>22917</u>
40	Maria Osorio 244 Holly Circle Quincy, FL 32351	53,530	508.12	<u>1481130</u>
41	Eddie Price (6 mos.) 266 Holly Circle Quincy, FL 32351	33,350	365.06 Pd. -142.32 Left owing 222.74	<u>2114113</u>
42	Rhonda Reed 290 Holly Circle Quincy, FL 32351	62,578	590.48	<u>2066240</u>
43	Willie Wilson Post Office Box 1575 Quincy, FL 32353	19,935	295.04	<u>1652451</u>
44	Francisco Hernandez 291 Holly Circle Quincy, FL 32351	40,000	411.99	<u>1075100</u>
45	Mildred Wheeler 317 Holly Circle Quincy, FL 32351	138,200	1,393.58	<u>2525440</u>
46	Gloria Arnold 333 Holly Circle Quincy, FL 32351	102,700	908.78	<u>3436431</u>
47	Al Jackson 310 Holly Circle Quincy, FL 32351	20,030	276.58	<u>202690</u>
48	Jose Perez 336 Holly Circle Quincy, FL 32351	36,300	401.69	<u>1007500</u>

JOYLAND WATER SYSTEM CONSUMER RECORD, JUNE 1, 2019 through May 31, 2020

General Service Consumers

Cust. No.	Name & Billing Address	Gallons Consumed	Revenues Billed	Final Meter Reading
49	D. B. Wright Motors, Inc. 23617 Blue Star Highway Quincy, FL 32351	75,200	672.88	<u>50760</u>
50	Celebration Christian Cen. 23735 Blue Star Highway Quincy, FL 32351	55,660	621.85	<u>677760</u>

General Service Consumers Summary

Total Revenues billed for General Services metered water and Basic Facility Charges: \$1,294.73

JOYLAND WATER SYSTEM CONSUMER RECORD, JUNE 1, 2019 through May 31, 2020

Residential Service Consumers Summary

Total Revenues billed for Residential Services metered water and Basic Facility Charges: \$23,753.34

Total General and Residential Consumers Summary

Total Revenues billed for General Services metered water and Basic Facility Charges: \$25,048.07

EXHIBIT A
BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

23

Initials (Purchaser) _____

Initials: (Seller) LMJ/M

Initials: (Seller – Joyland Water Systems) LMJ/M

Exhibit A

FORM OF BILL OF SALE AND ASSIGNMENT AGREEMENT

This Bill of Sale and Assignment Agreement (the "Agreement") is made and entered into as of October 30, 2020, by and between Lounette Mock Joyner Mcpherson *aka* Lounette Mock Joyner, Individually, and Lounette Mock Joyner Mcpherson *aka* Lounette Mock Joyner *dba* Joyland Water Systems, Sole Proprietorship operating under the laws of the state of Florida (each of the foregoing, an "Assignor" and collectively, the "Assignors") and the City of Quincy, a municipality incorporated in Gadsden County, Florida ("Assignee"). All capitalized terms used in this Agreement without definition have the meanings given to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignee is purchasing the Assets effective as of the Closing Date on the terms and conditions set forth therein; and

WHEREAS, it is contemplated that this Agreement will be entered into at Closing by the Assignors and Assignee pursuant to Section 8(B)(1) of the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Transfer of Assets. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Assignors hereby sell, transfer, assign, convey, grant and deliver to Assignee, effective as of the Closing Date, all of the Assignors' right, title and interest in and to all of the Assets.

Section 2. Liabilities. Assignee assumes no liabilities, and all such liabilities will remain the sole responsibility of the Assignors.

Section 3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to representations, warranties, covenants, agreements and indemnities of the Assignors relating to the Assets and the liabilities, are incorporated herein by this reference. To the extent any conflict or inconsistency exists between the provisions of this Agreement and the Purchase Agreement, the provisions of the Purchase Agreement shall be controlling.

Section 4. Further Actions. Each of the parties covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the transactions contemplated by this Agreement.

Section 5. Governing Law. This Agreement will be governed by and construed under the laws of the State of Florida. Venue shall be in Gadsden County, Florida.

Section 6. Assignments and Successors. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party, except that Assignee may assign any of its rights and delegate any of its obligations under this Agreement (i) to any affiliate of Assignee, and (ii) in connection with the sale of all or substantially all of the assets of or any business combination transaction involving Assignee, provided, however, that no such assignment or delegation will relieve Assignee from any of its obligations hereunder. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of Assignors' heirs, legal representatives, and permitted assigns and Assignee's successors and permitted assigns. Nothing in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right under or with respect to this Agreement or any provision of this Agreement, except such rights as will inure to a successor or permitted assignee pursuant to this Section 6.

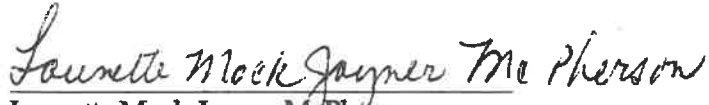
Section 7. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

[remainder of page intentionally left blank]

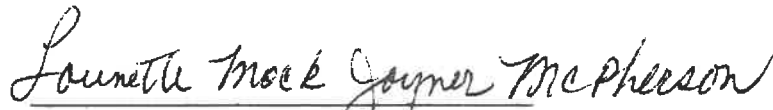
IN WITNESS WHEREOF, the parties have executed this Bill of Sale and Assignment Agreement as of the date first above written.

ASSIGNORS:

SELLER - Individually


Lounette Mock Joyner McPherson
aka Lounette Mock Joyner,
Individually

SELLER – Joyland Water Systems


Lounette Mock Joyner McPherson
aka Lounette Mock Joyner,
Sole Proprietor

[Additional Signature Page Follows]

[Signature Page to Bill of Sale and Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale and Assignment Agreement as of the date first above written.

ASSIGNEE:

**PURCHASER - CITY OF QUINCY,
a municipality incorporated in the
county of Gadsden County, Florida**

By: _____
Ronte R. Harris, Mayor and Presiding
Officer of the City Commission and the
City of Quincy, Gadsden County, Florida

October 12, 2020

Ben Russell
Environmental Specialist
Compliance Assurance Program
Northwest District, Florida Dept. of Environmental Protection
160 West Government St.
Pensacola, FL 32502

Re: Joint Notice - Change in Ownership of Public Water Systems
Current permit holder: Joyland Water Systems
Proposed permit holder: City of Quincy, Gadsden County, FL

Dear Mr. Russell:

Pursuant to 62-555.365, F.A.C., please accept this letter as joint notice to the Department of a proposed change in ownership of a water system.

Public Water System Name: Joyland Water Systems
Identification Number: 1204051
Name of Current Owner: Lounette Mock Joyner McPherson
311 Paul Thompson Road
Monticello, FL 32344-3322
Name of Proposed Owner: City of Quincy, Gadsden County, Florida
Designated Official: Jack L. McLean, Jr.
City Manager
404 West Jefferson Street
Quincy, FL 32351
Telephone: (850) 618-0020, Ext. 1881
Email: jmclean@cityofquincy.net
Proposed Date of Change: October 30, 2020

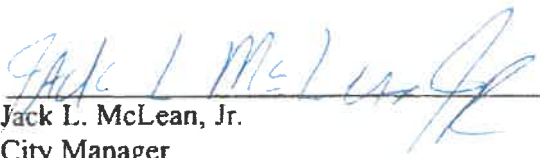
If you have any questions, please feel free to contact the current owner, Lounette Joyner, at (850) 997-4386 or the representative for the proposed owner, Jack L. McLean, Jr., at his contact number listed above.

Current Owner – Joyland Water Systems

Lounette Mock Joyner McPherson

Lounette Mock Joyner McPherson
Joyland Water Systems

Proposed Owner – City of Quincy, Florida

By: 
Jack L. McLean, Jr.
City Manager