

RESOLUTION NO. 22-68

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT TO SELL SURPLUS CITY PROPERTY LOCATED BETWEEN MAGNOLIA BEACH ROAD AND DELWOOD BEACH ROAD TO MITCH DEVER, IN THE AMOUNT OF \$306,111.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Mitch Dever, relating to the sale of 3.2 acres of vacant surplus City property located between Magnolia Beach Road and Delwood Beach Road, in the basic amount of Three Hundred Six Thousand, One Hundred Eleven Dollars (\$306,111), in substantially the form attached and presented as Exhibit A to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in special session this 9th day December, 2021.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

Hand Arendall Harrison Sale LLC
 304 Magnolia Avenue
 Panama City, FL 32401
 (850) 769-3434

ALTA Combined Settlement Statement

File #:	21-492AEM	Property	3304 Jan Cooley Drive	Settlement Date	12/15/2021
Prepared:	12/13/2021		Panama City Beach, FL	Disbursement Date	12/15/2021
Escrow Officer:	Tabitha Wichowski		32408		
		Buyer	Mitch Dever		
			PO Box 9811		
			Panama City Beach, FL		
			32417		
		Seller	City of Panama City Beach		
		Lender			

Seller			Buyer	
Debit	Credit		Debit	Credit
		Primary Charges & Credits		
	\$306,111.00	Sales Price of Property	\$306,111.00	
		Loan Charges		
		Search Fee to Hand Arendall Harrison Sale LLC	\$85.00	
		Government Recording and Transfer Charges		
		Recording Fees	\$18.50	
		---Deed: \$18.50		
		Documentary Stamp Tax (State Deed Taxes) to Hand Arendall Harrison Sale LLC	\$2,143.40	
		Electronic Recording fee to Hand Arendall Harrison Sale (Recording)	\$4.75	
		Title Charges		
		Title - Settlement or Closing Fee to Hand Arendall Harrison Sale LLC	\$375.00	
		Title - Owner's Title Policy to Chicago Title Insurance Company	\$1,606.00	
Seller			Buyer	
Debit	Credit		Debit	Credit
\$0.00	\$306,111.00			
		Subtotals	\$310,343.65	\$0.00
		Due from Buyer		\$310,343.65
\$306,111.00		Due to Seller		
\$306,111.00	\$306,111.00	Totals	\$310,343.65	\$310,343.65

Acknowledgement

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement.

We/I authorize Hand Arendall Harrison Sale LLC to cause the funds to be disbursed in accordance with this statement.

City of Panama City Beach

Mitch Dever

Date

By: *Drew Whitman*
Drew Whitman, City Manager

12-15-21
Date

By: *Lynne Fasone*
Lynne Fasone, City Clerk

12-15-21
Date

Settlement Agent

Date

CLOSING AFFIDAVIT

(Seller)

Before me, the undersigned authority, personally appeared Drew Whitman, City Manager and Lynne Fasone, City Clerk of City of Panama City Beach, Florida ("Affiant"), who being by me first duly sworn, on oath, depose(s) and say(s) that:

1. **City of Panama City Beach, Florida** ("Seller"), is the owner of and is selling the following described property to **Mitch Dever** ("Buyer"), to wit:

TRACT "4" of Map "H": Commencing at the Southeast Corner of the Northeast Quarter of Section 10, Township 4 South, Range 15 West, Bay County, Florida; thence West for 50.00; thence N00°21'27"W for 367.20 feet to the Point of Beginning; thence S89°38'33"W for 360.00 feet; thence N00°21'27"W for 250.00 feet; thence N89°38'33"E for 60.01 feet; thence N00°21'27"W for 167.91 feet; thence N89°38'33"E for 300.00 feet; thence S00°21'27"E for 417.91 feet to the Point of Beginning.

TOGETHER WITH an Easement for ingress and egress from Delwood Beach Road, the easement comprising the West 20 feet of the following described parcel:

Commence at the Southeast Corner of the Northeast Quarter of Section 10, Township 4 South, Range 15 West, Bay County, Florida; thence West for 50.00 Feet to the Point of Beginning; thence continue West for 240.00 feet; thence S00°21'27"E for 169.38 feet to the Northeasterly right of way of Delwood Beach Road; thence N51°08'47"W along said right of way for 77.44 feet; thence N00°21'27"W for 486.13 feet; thence N89°38'33"E for 299.99 feet; thence S00°21'27"E for 367.20 feet to the Point of Beginning.

TOGETHER WITH an Easement for ingress and egress from Magnolia Beach Road, the easement more particularly described as:

Commence at the Southeast Corner of the Northeast Quarter of Section 10, Township 4 South, Range 15 West, Bay County, Florida; thence West 50 feet; thence N00°21'27"W for 785.11 feet to the Point of Beginning of a 20-foot easement lying left of the following course: continue N00°21'27"W for 356.59 feet to the Southerly right of way of Magnolia Beach Road and the terminus of this description.

2. The above described property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description of record whatsoever, except for mortgage or mortgages, if any, described in the Deed and except for real estate and personal property taxes for the year 2021, which are not yet due and payable.
3. There have been no improvements, alterations, or repairs since acquisition by the Seller to the above described property for which the costs thereof remain unpaid, that there are no claims for labor or material furnished for repairing or improving the same, which remain unpaid since the acquisition by Seller, and that there are no mechanic's, materialmen's, or laborer's liens since acquisition by Seller against the above described property.
4. There have been no documents recorded in the Public Records of **Bay, Florida** subsequent to December 6, 2021, which affect title to the Property and Seller has not entered into any contracts for the sale, disposition or leasing of the Property since said date except as may have been disclosed to **Hand Arendall Harrison Sale LLC** in writing, and Seller has no knowledge of any matter affecting title to the Property.
5. The personal property contained in the building on said property, or on the said premises, and which, if any, is being sold free and clear of all liens, encumbrances, claims and demands whatsoever. The Seller knows of no violations of Municipal or County Ordinances pertaining to the above described property. No judgment or decree has been entered in any court in this State or the United States against said Seller which remains unsatisfied. There are no persons other than Seller in possession of the above described property.
6. Seller agrees that in the event the current real estate or personal property taxes vary in amount from the figures used in making the prorations used in closing the transfer and conveyance of the above described property to said buyers, then a new proration and a correct and proper adjustment will be made upon demand.
7. There are no matters pending against the Seller that could give rise to a lien that would attach to the property between the effective date of commitment and the recording of the interest to be insured. Seller has not and will

not execute any instruments that would adversely affect the interest to be insured.

8. Seller's title to, and possession and enjoyment of, the property have been open, notorious, peaceable and undisturbed, and have never been disputed nor questioned.
9. There are no disputes concerning the boundary lines of the property, and the operation of any buildings on said property has been in compliance with the applicable building codes, ordinances and statutes.
10. Affiant has received no notice of any public hearing regarding assessment for improvements or changes in applicable zoning laws concerning said property within the past ninety (90) days.
11. There are no actions or proceedings now pending in any State or Federal Court to which the Seller is a party, including but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgments, bankruptcies, liens or executions of any nature which constitute or could constitute a charge or lien upon said property.
12. There are no unrecorded easements, claims of easement or rights-of-way affecting all or any portion of the property.
13. Seller understands that Section 1445 of the Internal Revenue Code provides that a Buyer of a United States real property interest must withhold tax if the Seller is a foreign person. To inform the Buyer that withholding of tax is not required upon purchase of the above described property, Seller certifies the following:

Seller is not a nonresident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate for purposes of United States federal income taxation.

Seller's U.S. Taxpayer Identification Number is .

Seller's address is: .

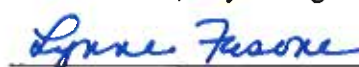
No other persons or entities have an ownership interest in the above described property.

14. Seller understands the Buyer of the described property intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act. (FIRPTA). Seller understands this certification may be disclosed to the Internal Revenue Service by the Buyer and that any false statements contained in this certification may be punished by fine, imprisonment or both. Seller has the authority to sign this affidavit as either individual Seller or on behalf of an entity Seller. Under penalties of perjury, Seller states that this declaration was carefully read and is true and correct.
15. This affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing **Hand Arendall Harrison Sale LLC** and **Chicago Title Insurance Company** to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein. Seller hereby holds **Hand Arendall Harrison Sale LLC** and **Chicago Title Insurance Company** harmless and fully indemnifies same (including but not limited to attorneys' fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein. "Affiant", "Seller" and "Buyer" include singular or plural as context so requires or admits. Seller further states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Seller further certifies that he/she has read, or heard read, the full facts of this Affidavit and understands its context.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.


City of Panama City Beach

By: 
Drew Whitman, City Manager

By: 
Lynne Fasone, City Clerk

STATE OF FLORIDA
COUNTY OF BAY

Sworn to (or affirmed) and subscribed before me by means of physical presence or () online notarization this 15th day of December, 2021, by Drew Whitman, City Manager and Lynne Fasone, City Clerk of and on behalf of City of Panama City Beach, Florida.


Signature of Notary Public
Print, Type/Stamp Name of Notary

CARRIE L. JAGERS
Notary Public State of Florida
My Commission Expires Oct. 5, 2023
Commission No. GG 911212

Personally Known: OR Produced Identification: _____
Type of Identification _____
Produced: _____

21-492 AEM - TW

Vacant Land Contract

- 1* 1. **Sale and Purchase ("Contract"):** City of Panama City Beach
 2* ("Seller") and Mitch Dever
 3 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 4 described as:
 5* Address: 3304 Jan Cooley Drive, Panama City Beach, FL 32419 32408
 6* Legal Description: See Exhibit "A" for Parcel #10
 7 _____
 8 _____
 9 _____
 10 _____
 11* SEC ___/TWP / ___/ RNG ___ of ___ Bay ___ County, Florida. Real Property ID No.: 31240-012-000
 12* including all improvements existing on the Property and the following additional property: _____
 13* _____
 14* 2. **Purchase Price:** (U.S. currency) \$ 306,111.00
 15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
 16* Escrow Agent's Name: Hand Arendall Harrison Sale LLC
 17* Escrow Agent's Contact Person: DeAnna Turpen
 18* Escrow Agent's Address: 304 Magnolia Avenue, Panama City, FL 32401
 19* Escrow Agent's Phone: 850-769-3434
 20* Escrow Agent's Email: dturpen@handfirm.com
 21 (a) Initial deposit (\$0 if left blank) (Check if applicable)
 22* accompanies offer
 23* will be delivered to Escrow Agent within 7 days (3 days if left blank)
 24* after Effective Date of the City Council's acceptance of offer by cashier's or bank check \$ 15,305.55
 25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
 26* within _____ days (10 days if left blank) after Effective Date
 27* within _____ days (3 days if left blank) after expiration of Due Diligence Period \$ _____
 28* (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ _____
 29* (d) Other: \$ _____
 30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
 31* to be paid at closing by wire transfer or other Collected funds \$ 290,805.45
 32* (f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
 33* unit used to determine the purchase price is lot acre square foot other (specify): _____
 34* prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
 35 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
 36 accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
 37* calculation: _____
 38 3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
 39* delivered to all parties on or before _____, this offer will be withdrawn and Buyer's deposit, if
 40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
 41 delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer
 42 has signed or initialed and delivered this offer or the final counter-offer.
 43* 4. **Closing Date:** This transaction will close on December 15, 2021 ("Closing Date"), unless specifically
 44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
 45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
 46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
 47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
 48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
 49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
 50 other items
 51 5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
 52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 1 of 8 pages.

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53 ("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy
54 CFPB Requirements, provided such period shall not exceed 10 days.

55 **6. Financing: (Check as applicable)**

56* (a) Buyer will pay cash for the Property with no financing contingency.

57* (b) This Contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s)
58* specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
59* Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within _____
60 days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
61 and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the
62 Financing within the Financing Period, either party may terminate this Contract and Buyer's deposit(s) will be
63 returned.

64* (1) **New Financing:** Buyer will secure a commitment for new third party financing for \$ _____
65* or _____ % of the purchase price at (Check one) a fixed rate not exceeding _____ % an
66* adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate
67 based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully
68 informed of the loan application status and progress and authorizes the lender or mortgage broker to
69 disclose all such information to Seller and Broker.

70* (2) **Seller Financing:** Buyer will execute a first second purchase money note and mortgage to
71* Seller in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

72* _____
73 The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow
74 forms generally accepted in the county where the Property is located; will provide for a late payment fee
75 and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without
76 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
77 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to
78 keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller
79 to obtain credit, employment, and other necessary information to determine creditworthiness for the
80 financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not Seller
81 will make the loan.

82* (3) **Mortgage Assumption:** Buyer will take title subject to and assume and pay existing first mortgage to

83* _____
84* LN# _____ in the approximate amount of \$ _____ currently payable at
85* \$ _____ per month, including principal, interest, taxes and insurance, and having a
86* fixed other (describe) _____
87* interest rate of _____ % which will will not escalate upon assumption. Any variance in the mortgage
88 will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase
89* Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the
90* assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing
91 which this Contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves
92 Buyer, this Contract will terminate; and Buyer's deposit(s) will be returned.

93* **7. Assignability: (Check one)** Buyer may assign and thereby be released from any further liability under this
94* Contract, may assign but not be released from liability under this Contract, or may not assign this Contract.

95* **8. Title:** Seller has the legal capacity to and will convey marketable title to the Property by statutory warranty
96* deed special warranty deed other (specify) _____, free of liens, easements,
97 and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants,
98 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
99* other matters to which title will be subject) _____
100 provided there exists at closing no violation of the foregoing.

101 (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay
102 for the title search, including tax and lien search (including municipal lien search) if performed, and all other
103 fees charged by closing agent. Seller will deliver to Buyer, at

104* (Check one) Seller's Buyer's expense and
105* (Check one) within _____ days after Effective Date at least _____ days before Closing Date,
106 (Check one)

107* (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
108 discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 2 of 8 pages.

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109 amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is
 110 paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to
 111 Buyer within 15 days after Effective Date.

112* (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
 113 existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy
 114 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will
 115 include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy
 116 effective date and certified to Buyer or Buyer's closing agent together with copies of all documents
 117 recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller,
 118 then (1) above will be the title evidence.

119* (b) **Title Examination:** After receipt of the title evidence, Buyer will, within _____ days (10 days if left blank) but
 120 no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable to
 121 Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Seller
 122* cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the
 123 defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice of
 124 such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within
 125 the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after receipt of
 126 notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject
 127 to existing defects and close the transaction without reduction in purchase price.

128 (c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to
 129 Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
 130 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
 131 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
 132 title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 8(b).
 133 (d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

134 9. **Property Condition:** Seller will deliver the Property to Buyer at closing in its present "as is" condition, with
 135 conditions resulting from Buyer's inspections and casualty damage, if any, excepted. Seller will not engage in or
 136 permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

137 (a) **Inspections: (Check (1) or (2))**

138* (1) **Due Diligence Period:** Buyer will, at Buyer's expense and within _____ days (30 days if left blank)
 139 ("Due Diligence Period") after Effective Date and in Buyer's sole and absolute discretion, determine
 140 whether the Property is suitable for Buyer's intended use. During the Due Diligence Period, Buyer may
 141 conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations
 142 ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's
 143 engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision
 144 statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with
 145 local, state, and regional growth management plans; availability of permits, government approvals, and
 146 licenses; and other inspections that Buyer deems appropriate. If the Property must be rezoned, Buyer will
 147 obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is
 148 required to file in connection with development or rezoning approvals. Seller gives Buyer, its agents,
 149 contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the
 150 purpose of conducting Inspections, provided, however, that Buyer, its agents, contractors, and assigns
 151 enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller
 152 harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees,
 153 expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any
 154 person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will
 155 not engage in any activity that could result in a construction lien being filed against the Property without
 156 Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (i) repair
 157 all damages to the Property resulting from the Inspections and return the Property to the condition it was in
 158 before conducting the Inspections and (ii) release to Seller all reports and other work generated as a
 159 result of the Inspections.

160 Before expiration of the Due Diligence Period, Buyer must deliver written notice to Seller of Buyer's
 161 determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice
 162 requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is"
 163 condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to
 164 Seller, this Contract will be deemed terminated, and Buyer's deposit(s) will be returned.

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 3 of 8 pages.

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- 165* (2) **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes,
 166 including being satisfied that either public sewerage and water are available to the Property or the
 167 Property will be approved for the installation of a well and/or private sewerage disposal system and that
 168 existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions,
 169 concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract
 170 is not contingent on Buyer conducting any further investigations.
- 171 (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's
 172 intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has
 173 expired or if Paragraph 9(a)(2) is selected.
- 174 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies
 175 which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to
 176 improving the Property and rebuilding in the event of casualty.
- 177 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
 178 defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required
 179 by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The
 180 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
 181 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
 182 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
 183 Department of Environmental Protection, including whether there are significant erosion conditions associated
 184 with the shore line of the Property being purchased.
- 185* Buyer waives the right to receive a CCCL affidavit or survey.
- 186 **10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
 187 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title
 188 binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to
 189 Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to
 190 Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the
 191 costs indicated below.
- 192 (a) **Seller Costs:**
 193 Taxes on deed
 194 Recording fees for documents needed to cure title
 195 Title evidence (if applicable under Paragraph 8)
 196 Estoppel Fee(s)
 197* Other: _____
- 198 (b) **Buyer Costs:**
 199 Taxes and recording fees on notes and mortgages
 200 Recording fees on the deed and financing statements
 201 Loan expenses
 202 Title evidence (if applicable under Paragraph 8)
 203 Lender's title policy at the simultaneous issue rate
 204 Inspections
 205 Survey
 206 Insurance
 207* Other: _____
- 208 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
 209 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and
 210 other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,
 211 the previous year's rates will be used with adjustment for any exemptions.
- 212 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will
 213 pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the
 214 last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not
 215 resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in
 216* installments, Seller Buyer (Buyer if left blank) will pay installments due after closing. If Seller is
 217 checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a
 218 Homeowners' or Condominium Association.
- 219 (e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
 220 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO
 221 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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- 222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
223 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
224 COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.
- 225 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by
226 FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at
227 closing.
- 228 (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
229 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate
230 in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that
231 the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be
232 contingent upon, extended, or delayed by the Exchange.
- 233 11. **Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
234 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
235 holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph
236 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or
237 inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103)
238 shall extend until 5:00 p.m. (where the Property is located) of the next business day. Time is of the essence in
239 this Contract.
- 240 12. **Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
241 or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
242 proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may
243 terminate this Contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification,
244 and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this Contract and receive
245 all payments made by the governmental authority or insurance company, if any.
- 246 13. **Force Majeure:** Seller or Buyer will not be required to perform any obligation under this Contract or be liable to
247 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
248 prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes,
249 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
250 within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable
251 in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period
252 that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event
253 continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other, and
254 Buyer's deposit(s) will be returned.
- 255 14. **Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
256 electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by
257 this Contract, regarding any contingency will render that contingency null and void, and this Contract will
258 be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by
259 an attorney or licensee (including a transactions broker) representing a party will be as effective as if
260 delivered to or received by that party.
- 261 15. **Complete Agreement; Persons Bound:** This Contract is the entire agreement between Seller and Buyer.
262 Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless
263 incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or
264 initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
265 Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications
266 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding.
267 Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any
268 provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully
269 effective. Seller and Buyer will use diligence and good faith in performing all obligations under this Contract. This
270 Contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or
271 plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
272 permitted, of Seller, Buyer, and Broker.
- 273 16. **Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive
274 closing or termination of this Contract.
- 275 (a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this Contract, Buyer
276 may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting

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277 from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also be
278 liable for the full amount of the brokerage fee.
279 (b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this Contract,
280 including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the
281 deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages,
282 consideration for execution of this Contract, and in full settlement of any claims, whereupon Seller and Buyer
283 will be relieved from all further obligations under this Contract; or Seller, at Seller's option, may proceed in
284 equity to enforce Seller's rights under this Contract.

285 **17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
286 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
287 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

288 **18. Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively
289 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
290 upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing
291 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
292 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person
293 for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this
294 Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees
295 and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed
296 funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

297 **19. Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations
298 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this
299 Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
300 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
301 property condition, environmental, and other specialized advice. Buyer acknowledges that all representations
302 (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely
303 solely on Seller, professional inspectors, and government agencies for verification of the Property
304 condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and
305 expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors,
306 agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform
307 contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors,
308 agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure
309 to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to,
310 photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related
311 to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of
312 services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or
313 retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any
314 vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors.
315 This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be
316 treated as a party to this Contract. This Paragraph will survive closing.

317 **20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
318 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
319 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
320 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
321 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

322 **21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Instruction to
323 closing agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage
324 fees as specified in separate brokerage agreements with the parties and cooperative agreements between the
325 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be
326 used to modify any MLS or other offer of compensation made by Seller or listing broker to cooperating brokers.

327*
328

Seller's Sales Associate/License No.

Buyer's Sales Associate/License No.

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329*
330
331
332*
333
334
335*
336
337
338
339*

Seller's Sales Associate Email Address

Buyer's Sales Associate Email Address

Seller's Sales Associate Phone Number

Buyer's Sales Associate Phone Number

Listing Brokerage

Buyer's Brokerage

Listing Brokerage Address

Buyer's Brokerage Address

340 22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract
341 (Check if applicable):
342* A. Back-up Contract
343* B. Kick Out Clause
344* C. Other _____

345* 23. Additional Terms: 1) The earnest money deposit shall be (i) applied to the purchase price at closing if the bid is
346 accepted and the transaction is closed; (ii) forfeited to the City as liquidated damages if the Buyer's bid is accepted by
347 the City but the Buyer does not close the transaction on the day of closing for any reason. 2) Buyer shall pay all closing costs.
348 _____
349 _____
350 _____
351 _____
352 _____
353 _____
354 _____
355 _____
356 _____
357 _____
358 _____
359 _____
360 _____

361 COUNTER-OFFER/REJECTION

362* Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
363 deliver a copy of the acceptance to Seller).
364* Seller rejects Buyer's offer

365 This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before
366 signing.

367* Buyer: _____ Date: _____

368* Print name: Mitch Dever

369* Buyer: _____ Date: _____

370* Print name: _____

371 Buyer's address for purpose of notice:

372* Address: P.O. Box 9811, Panama City Beach, FL 32417

373* Phone: 850-234-5555 Fax: _____ Email: MITCHDEVER@COMCAST.NET

374* Seller:  Date: 12-15-21

375* Print name: City of Panama City Beach

376* Seller: _____ Date: _____

377* Print name: _____

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378 Seller's address for purpose of notice:

379* Address: _____

380* Phone: _____ Fax: _____ Email: _____

381* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
382 **final offer or counter-offer.)**

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EXHIBIT "A"

Description of Property: 3304 Jan Cooley Drive, Panama City Beach, Florida 32413, legal description - - TRACT "4": Commencing at the Southeast Corner of the NE1/4 of Section 10, Township 4 South, Range 15 West, Bay County, Florida; thence West for 50.00; thence N 00°21'27" W for 367.20 Feet to the POINT OF BEGINNING: thence S 89°38'33" W for 360.00 Feet; thence N 00°21'27" W for 250.00 Feet; thence N 89°38'33" E for 60.01 Feet; thence N 00°21'27" W for 167.91 Feet; thence N 89°38'33" E for 300.00 Feet; thence S

00°21'27" E for 417.91 Feet to the POINT OF BEGINNING, together with an Easement for Ingress and Egress from Delwood Beach Road, the easement comprising the West 20 Feet of the following described parcel:

Commence at the Southeast corner of the NE ¼ of Section 10, Township 4 South, Range 15 West, Bay County, Florida; thence West for 50.00 Feet to the POINT OF BEGINNING: thence continue West for 240.00 Feet; thence S 00°21'27" E for 169.38 Feet to the Northeasterly right of way of Delwood Beach Road; thence N 51°08'47" W along said right of way for 77.44 Feet; thence N 00°21'27" W for 486.13 Feet; thence N 89°38'33" E for 299.99 Feet thence S 00°21'27" E for 367.20 Feet to the POINT OF BEGINNING.

Together with an Easement for Ingress and Egress from Magnolia Beach Road, the easement more particularly described as:

Commence at the Southeast Corner of the Northeast Quarter (NE ¼) of Section 10, Township 4 South, Range 15 West, Bay County, Florida; thence West 50 Feet; thence N 00°21'27" W for 785.11 Feet to the POINT OF BEGINNING of a 20-Foot easement lying left of the following course: continue N 00°21'27" W for 356.59 Feet to the Southerly right of way of Magnolia Beach Road and the terminus of this description.

Prepared by :
Amy E. Myers, Esquire
Hand Arendall Harrison Sale LLC
304 Magnolia Avenue
Panama City, FL, 32401
(850) 769-3434

File Number: 21-492AEM
Parcel ID: 31240-012-000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made on December____, 2021, between

City of Panama City Beach, Florida, a municipal corporation
(Grantor"), and

Mitch Dever,
having a mailing address of: P.O. Box 9811, Panama City Beach, FL 32417,
("Grantee"),

WITNESSETH, that the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, remised, released, conveyed and confirmed unto said "Grantee", it's successors and assigns forever, following described land, situate, lying and being in the County of Bay, State of FL, to-wit:

TRACT "4" of Map "H": Commencing at the Southeast Corner of the Northeast Quarter of Section 10, Township 4 South, Range 15 West, Bay County, Florida; thence West for 50.00; thence N00°21'27"W for 367.20 feet to the Point of Beginning; thence S89°38'33"W for 360.00 feet; thence N00°21'27"W for 250.00 feet; thence N89°38'33"E for 60.01 feet; thence N00°21'27"W for 167.91 feet; thence N89°38'33"E for 300.00 feet; thence S00°21'27"E for 417.91 feet to the Point of Beginning.

TOGETHER WITH an Easement for ingress and egress from Delwood Beach Road, the easement comprising the West 20 feet of the following described parcel:

Commence at the Southeast Corner of the Northeast Quarter of Section 10, Township 4 South, Range 15 West, Bay County, Florida; thence West for 50.00 Feet to the Point of Beginning; thence continue West for 240.00 feet; thence S00°21'27"E for 169.38 feet to the Northeasterly right of way of Delwood Beach Road; thence N51°08'47"W along said right of way for 77.44 feet; thence N00°21'27"W for 486.13 feet; thence N89°38'33"E for 299.99 feet; thence S00°21'27"E for 367.20 feet to the Point of Beginning.

TOGETHER WITH an Easement for ingress and egress from Magnolia Beach Road, the easement more particularly described as:

Commence at the Southeast Corner of the Northeast Quarter of Section 10, Township 4 South, Range 15 West, Bay County, Florida; thence West 50 feet; thence N00°21'27"W for 785.11 feet to the Point of Beginning of a 20-foot easement lying left of the following course: continue N00°21'27"W for 356.59 feet to the Southerly right of way of Magnolia Beach Road and the terminus of this description.

SUBJECT, however, to all reservations, covenants, conditions, restrictions and easements of record to all applicable zoning ordinances and/or restrictions or requirements imposed by governmental authorities, 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 Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; and that said land is free of all encumbrances except taxes accruing subsequent to . That it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

In Witness Whereof, the said Grantor has caused instrument to be executed in its name, the day and year first above written.

City of Panama City Beach, Florida



Drew Whitman, City Manager

Attested to by:



Lynne Fasone, City Clerk

Signed, sealed and delivered in our presence:



Witness Signature

Print Name: Lynne Fasone

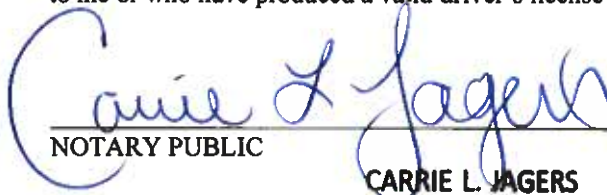


Witness Signature

Print Name: Becky Cox

State of Florida
County of Bay

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me by means of X physical presence or ___ online notarization on December 15, 2021, by Drew Whitman, City Manager and Lynne Fasone, City Clerk of and on behalf of City of Panama City Beach, Florida, who is personally known to me or who have produced a valid driver's license as identification.



NOTARY PUBLIC

CARRIE L. JAGERS

Notary Public State of Florida

Printed Name of Notary My Commission Expires Oct. 5, 2023
My Commission Expires Commission No. GG 911212

COMPLIANCE AGREEMENT, TAX PRORATION & ADDRESS VERIFICATION

DATE: December 15, 2021
BUYER(S): Mitch Dever
SELLER(S): City of Panama City Beach
PROPERTY: 3304 Jan Cooley Drive, Panama City Beach, FL 32408

All contingencies set forth in the Contract for Sale have been complied with in full;

All utility bills, including but not limited to water, sewer, gas, garbage and electric are the responsibility of the undersigned parties, not the closing agents. All matters regarding utility bills will be handled outside of closing;

Calculations of payoff figures, or principal balance and escrow account balances and/or proration, were based on information, either obtained orally or in writing from your existing lender(s). The closing agent will not be held liable for miscalculations as a result of errors made by the lender(s). If there is/are discrepancies between the figures used in preparing the closing statements, and future information provided by the lender(s) resulting in a demand by the lender(s) for additional funds, owner will, upon request forward said funds forthwith;

Consent is hereby given, pursuant to Rule 4-186.008(3) of the Florida Administrative Code, to the placement of the settlement funds for the transaction into an interest bearing account in the name of Hand Arendall Harrison Sale LLC. The parties understand the interest earned or other benefits earned, if any, on such account will be the property of Hand Arendall Harrison Sale LLC;

The undersigned parties understand and agree that any shortage in payments made to any debt holder as a "courtesy" or "accommodation" payoff, that are not secured by the property, (i.e. credit cards, car loans, student loans, etc.) will be the sole responsibility of the borrower

In addition, the undersigned agree that if either Party is charged, on the closing statement, recording, courier or administrative fees over the amount needed to complete the transaction, the Closing Agent shall retain any overage up to \$25.00. If the overages charged on the closing statement add up to an amount of \$25.00 or more, the \$25.00 plus any excess amount above \$25.00 charged for recording, courier or administrative costs, shall be returned to the Party charged. Conversely, if the charges on the closing statement for recording, courier or administrative fees prove to be less than required to complete the transaction, the Closing Agent shall fund the difference needed to complete the transaction up to \$25.00. If the recording, courier or administrative fees necessary to complete the transaction amount to more than \$25.00. The closing Agent may bill the Party charged the \$25.00 and any additional amount above the \$25.00 needed to complete the transaction.

The undersigned Borrower(s) and Seller(s), in consideration of the Lender and/or Hand Arendall Harrison Sale LLC disbursing funds today for the closing of property referred to above, agree(s) to cooperate fully at the request of the Lender or its agents in adjusting for any possible clerical errors involved in the closing process.

In addition, the Borrower(s) understand the lender has the unlimited right to transfer its right to receive payment under the Note of this date to any entity, including but not limited to Fannie Mae, Ginnie Mae, Freddie Mac, Department of Housing and Urban Development, Veteran's Administration or any other Municipal Bonding Association, investor or other purchaser of such debt obligations, as the Lender chooses in its sole discretion. It is understood by the Borrower(s) that at times such transfers require additional documents and/or revisions of and/or amendments to documents executed this day and the undersigned do hereby agree to fully cooperate in supplying such information, documents or revisions so requested.

Furthermore, it is agreed that any failure of the Borrower(s) to comply with these obligations shall constitute a default under the terms of the Mortgage, which, in accordance with the terms of said document shall entitle Lender to the following options:

- 1) to declare all the sums secured by said mortgage to be immediately due and payable without further demand;
- 2) to invoke any of the remedies permitted by applicable law;
- 3) to collect all reasonable costs and expenses incurred in pursuing such remedies, including but not limited to reasonable attorney's fees and court costs not to exceed the maximum allowed by applicable law.

The undersigned do hereby so agree and covenant in order to assure that the loan documentation executed this date will conform and be acceptable in the market place in the instance of transfer, sale or conveyance by the Lender of its interest in and to said loan documentation, the undersigned also agree that they have read and understand the terms and conditions of the Agreement and have received a copy of the same.

The current year's tax bill has not yet been issued and is not expected to be issued until November. Accordingly, the undersigned Buyer and Seller hereby understand and agree that the Settlement Statement, Closing Disclosure and/or HUD-1 Settlement Statement prepared for the above captioned transaction includes:

COMPLIANCE AGREEMENT, TAX PRORATION & ADDRESS VERIFICATION

_____ AN ESTIMATED PRORATION of 2021 real estate taxes. The proration was based on information from the county tax department, but the actual amount for the current year may vary due to a change in assessment or millage rate. When the 2021 tax bill is issued, it may be appropriate to adjust the proration according to that bill. Any adjustment will be decided between the parties. Hand Arendall Harrison Sale LLC will provide assistance, if requested, but will not be responsible for effecting an adjustment or for collecting or paying any amounts due.

_____ NO PRORATION of 2021 real estate taxes. Buyer will be responsible for paying all taxes owed for the current year.

BUYER(S)

Mitch Dever

SELLER(S)

City of Panama City Beach



Drew Whitman, City Manager



Lynne Fasone, City Clerk

Future Mailing Address for Borrowers (if different from the property address):

New Phone No. (Home) _____
Phone No. (Work) _____

Future Mailing Address for Sellers:

New Phone No. (Home) _____
Phone No. (Work) _____