

RESOLUTION NO. 22-19

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH 15812FBR, LLC., FOR THE PURCHASE OF A LICENSE FOR PARCELS 917 AND 918 LOCATED AT 15812 FRONT BEACH ROAD FOR THE FRONT BEACH ROAD SEGMENT 4.1 PROJECT IN THE AMOUNT OF \$14,462.99.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and 15812FBR, LLC., relating to the purchase of a License for Parcels 917 and 918 located at 15812 Front Beach Road for the Front Beach Road Segment 4.1 Project, in the amount of Fourteen Thousand, Four Hundred Sixty Two Dollars and Ninety Nine Cents (\$14,462.99), in substantially the form attached and presented 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 take effect immediately upon passage.

PASSED in regular session this 28th day of October, 2021.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

REAL ESTATE SALES CONTRACT

STATE OF FLORIDA

COUNTY OF BAY

THIS REAL ESTATE SALES CONTRACT (this "Contract") is made by and between 15812FBR, LLC., ("Seller") and the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation ("Purchaser"), upon the terms and conditions set forth herein.

ARTICLE I

1.01. Seller hereby agrees to sell and convey a temporary construction easement in substantially the form attached as Exhibit A (the "Licenses"), and Purchaser hereby agrees to purchase and pay for, all that certain real estate located in Bay County, Florida described as follows:

PARCEL 917

COMMENCE AT A POINT MARKING THE SOUTHEASTERLY CORNER OF LOT 3, BLACK'S ORIGINAL PLAT, A SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 36 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98) THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 95.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, FOR A DISTANCE OF 34.00 FEET; THENCE NORTH 32 DEGREES 03 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 8.19 FEET; THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, FOR A DISTANCE OF 34.00 FEET; THENCE SOUTH 32 DEGREES 03 MINUTES 16 SECONDS WEST, FOR A DISTANCE OF 8.19 FEET TO THE POINT OF BEGINNING. CONTAINING 278.38 SQUARE FEET.

And

PARCEL 918

COMMENCE AT A POINT MARKING THE SOUTHEASTERLY CORNER OF LOT 3, BLACK'S ORIGINAL PLAT, A SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 36 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98) THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 319.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, FOR A DISTANCE OF 34.00 FEET; THENCE NORTH 32 DEGREES 03 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 17.33 FEET; THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, FOR A DISTANCE OF 34.00 FEET; THENCE SOUTH 32 DEGREES 03 MINUTES 16 SECONDS WEST, FOR A DISTANCE OF 17.33 FEET TO THE POINT OF BEGINNING. CONTAINING 589.157 SQUARE FEET.

ARTICLE II

PURCHASE PRICE

Amount of Purchase Price

2.01. The purchase price (herein called the "Purchase Price") for said Property shall be the sum of FOURTEEN THOUSAND FOUR HUNDRED SIXTY TWO DOLLARS AND NINETY NINE CENTS (\$14,462.99).

Parcel	Sf	\$/sf	Base price	Incentive	Total
917	278.38	10	2783.8		
918	589.157	10	5897.57		
			8681.37	5250+531.62	14,462.99

Deposit

2.02. Purchaser shall deposit with Hand Arendall Harrison Sale, LLC the sum of One Thousand Dollars (\$1,000.00) as an Escrow Deposit that shall be credited to the Purchaser at Closing.

Payment of Purchase Price

2.03. Purchaser shall pay at Closing the sum of Thirteen Thousand, Four Hundred Sixty Two Dollars and Ninety Nine Cents (\$14,462.99) in cash or certified funds.

ARTICLE III

PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligation of Purchaser hereunder to consummate the transaction contemplated hereby is subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing):

Title Commitment

3.02. Five (5) days prior to Closing, Purchaser shall secure, at Purchaser's expense, a title insurance commitment ("Title Commitment"). The Title Commitment shall commit to issue to Purchase an owner's title insurance policy in an amount equal to the total Purchase Price of the Property upon recording of the deed hereinafter called for, free and clear of all liens and encumbrances except the standard exceptions or qualification usually printed in the title insurer's commitment form and permitted exceptions identified herein. Purchaser shall have five (5) days from the date of receiving the Title Commitment to examine same and, if the title is found to be defective, Purchaser shall, within (2) days, notify Seller in writing specifying the defects and Seller shall have thirty (30) days from receipt of notice within which to cure said defects. If Seller is unsuccessful in removing the defects within that time to the reasonable satisfaction of Purchaser, Purchaser shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract whereupon Purchaser and Seller shall be released from all obligations under the Contract. Seller agrees that it will in good faith use due diligence to correct the title defect within the time provided but Seller shall not be obligated to expend any of Seller's funds to correct any such title defect.

Access and Inspection Rights

3.03. Purchaser may, prior to the Closing Date, personally or through its employees, representatives and consultants, make such inspections, tests and investigations of the Property (including, without limitation, environmental inspections, borings and physical samplings) as Purchaser deems necessary or desirable, and Seller shall cooperate fully in such inspections, tests, investigations and examinations and shall instruct its employees, representatives and agents to cooperate fully. Such inspections, tests, investigations and examinations shall be done at reasonable times and under reasonable circumstances.

Furthermore, from and during this Contract, Purchaser shall have the right to enter upon the Property for purposes of conducting any such inspections, tests, and investigations of the Property as Purchaser deems necessary or desirable and such right in Purchaser shall extend to Purchaser's agents, representatives, consultants, and contractors. Any damage to the Property or improvements caused by any such entry, inspections, tests, or investigations shall be repaired immediately by Purchaser. Purchaser shall indemnify Seller and hold Seller harmless from and in respect of any loss, costs, damage or expense as a result of any claim asserted against Seller arising out of such entry, inspections, tests or investigations.

Purchaser understands that it is purchasing the Property in "as-is, where-is" condition and that no stated or implied representations or warranties of any nature whatsoever have been made by the Seller pertaining to the size, shape, location or condition of the Property, or pertaining to the site, environmental matters, toxic waste, radon gas, etc.

ARTICLE IV

CLOSING

4.01. The Closing shall be at the offices of Hand Arendall Harrison Sale, LLC, 16901 Panama City Beach Parkway, Suite 300, Panama City Beach, Florida, on or before October 30, 2021, unless the parties agree in writing to another date and place for Closing.

4.02. Real property taxes, water rates and sewer charges, and rents, if any, shall be prorated and adjusted on the basis of thirty (30) days of each month, Seller to have the last day, to the date of Closing. Taxes for all prior years shall be paid by Seller. If the Closing shall occur before the tax rate is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, with the proration to be adjusted between the parties based on actual taxes for the year in which Closing occurs at the time such actual taxes are determined. Assessments, either general or special, for improvements completed prior to the date of Closing, whether matured or unmatured, shall be paid in full by Seller. All other assessments shall be paid by Purchaser.

4.03. At the Closing, Seller shall:

(a) Deliver to Purchaser a duly executed and acknowledged special warranty deed conveying good and marketable title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions.

(b) Deliver to Purchaser an Affidavit of Non-Foreign Status of Seller executed by Seller.

(c) Deliver to Purchaser and the Closing Agent affidavits by knowledgeable persons that there are no liens and encumbrances, existing or contingent, against the Property.

(d) Deliver to Purchaser possession of the Property.

4.04. At the Closing, Purchaser shall:

(a) Deliver to Seller the cash portion of the Purchase Price.

4.05. Each party shall pay any attorney's fees incurred by such party. Purchaser shall pay for the following: documentary tax stamps affixed to the Deed; the cost of the Title Insurance Policy and related charges for examination, search and closing; and the cost of recording the Deed. All other costs and expenses of Closing the sale and purchase and loans shall be borne and paid by the party requesting the item or service.

ARTICLE V

LEGISLATIVE ACTION

5.01. This agreement and purchase is wholly contingent upon the Panama City Beach City Council voting to approve this Contract on or before October 14, 2021. If the decision is "yes," this Contract shall continue in full force and effect. If the decision is "no," this Contract shall terminate and neither party shall have any further obligations hereunder.

ARTICLE VI

BREACH BY SELLER

6.01. If Seller fails or refuses to comply fully with the terms of this Contract, because of failure to clear title, as outlined in Paragraph 3.02 contained herein, to Property or for any other cause other than Purchaser's default, Purchaser may, at its option, (a) rescind this Contract and recover from

Seller the Deposit, or (b) proceed with this Contract and take the Property as-is, or (c) pursue a suit for specific performance.

ARTICLE VII

BREACH BY PURCHASER

7.01. If Purchaser shall default in the performance of any of the terms and conditions of this Contract, or if the Closing shall not occur through the fault of Purchaser, Seller may, as their sole remedy, retain the Deposit as liquidated damages, and this Contract shall be cancelled.

ARTICLE VIII

MISCELLANEOUS

Survival of Covenants

(a) The terms of this Agreement shall merge into the closing documents, notably, the deed, and shall not survive the Closing.

Notice

(b) Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Seller or the Purchaser, as the case may be, at the addresses set forth herein below:

IF TO SELLER:

Mike Burke, Esq.
Burke Blue
16215 Panama City Beach Parkway
Panama City Beach, FL 32413

IF TO PURCHASER:

Drew Whitman, City Manager

**City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, Florida 32413**

With Copy To:

**Amy E. Myers, Esquire
Hand Arendall Harrison Sale, LLC
16290 Panama City Beach Parkway, Suite 300
Panama City Beach, FL 32413**

Governing Law and Jurisdiction

(c) This Contract shall be construed and enforced in accordance with the laws of the State of Florida.

Parties Bound

(d) This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

(e) In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Integration

(f) This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the

within subject matter. This Contract cannot be modified or changed except by the written consent of all of the parties.

Time of Essence

(g) Time is of the essence of this Contract. All times calculated in days hereunder shall be calendar days.

Attorney's Fees

(h) Any party to this Contract which is the prevailing party in any legal proceeding against any other party to this Contract brought under or with relation to this Contract or transaction shall be additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

Gender and Number

(i) Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Date of Contract

(j) The term "date of this Contract" as used herein shall mean the latest of the dates on which this Contract is fully signed by Seller or Purchaser, as indicated by their signatures below, which latest date shall be the date of final execution and agreement by the parties.

Executed on the dates set forth at the signatures of the parties hereto.

DATED as to Seller this 17 day of September, 2021.

Witnesses



Nicholas L. Caruso

SELLER:
15812FBR, LLC


By:

Witnesses



MICHAEL S. BURKE

DATED as to Purchaser this 29th day of October, 2021.

ATTEST:


City Clerk

PURCHASER:
PANAMA CITY BEACH, FLORIDA

By: 
City Manager

Exhibit A



City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, FL 32413-2140
www.pcbonthemove.com

Panama City Beach Community Redevelopment Agency

LICENSE

Parcels: 917 and 918

Property Location:

Project Name: Front Beach Road Segment 4.1 Improvement Project

THIS AGREEMENT, Made the _____ day of _____, 2021, by and between 15812FBR, LLC herein called Licensor, and the CITY OF PANAMA CITY BEACH, herein called Licensee.

In consideration of the benefits accruing unto the Licensor, the parties agree as follows:

Licensor hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions hereof, the attached described premises (Parcels 917 and 918) during construction of the Front Beach Road Segment 4.1 Improvement Project (Exhibit A).

The premises may be occupied and used by Licensee solely for sloping, grading, tying in, harmonizing and reconnecting existing features of the Licensor's property with the highway improvements which are to be constructed together with incidental purposes related thereto during the period beginning with the date first above written and continuing until completion of the transportation project, but not later than the last day of _____.

The making, execution and delivery of this agreement by Licensor has been induced by no representations, statements, warranties, or agreements other than those contained herein. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the said Licensor has signed and sealed these presents the day and year first above written.

By: _____

(Signature of Licensor)

Exhibit A
Parcel 917

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And
Parcel 918

COMMENCE AT A POINT MARKING THE SOUTHEASTERLY CORNER OF LOT 3, BLACK'S ORIGINAL PLAT, A SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 36 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98) THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 319.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, FOR A DISTANCE OF 34.00 FEET; THENCE NORTH 32 DEGREES 03 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 17.33 FEET; THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, FOR A DISTANCE OF 34.00 FEET; THENCE SOUTH 32 DEGREES 03 MINUTES 16 SECONDS WEST, FOR A DISTANCE OF 17.33 FEET TO THE POINT OF BEGINNING. CONTAINING 589.157 SQUARE FEET.