

**RESOLUTION NO. 22-77**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT TO SELL SURPLUS CITY PROPERTY, PARCEL 31306-012-040, LOCATED AT 3304 JAN COOLEY DRIVE TO BP LINX, LLC, IN THE AMOUNT OF \$36,000.**

**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 BP Linx, LLC, relating to the sale of .23 acres of vacant surplus City property, Parcel 31306-012-040, located at 3304 Jan Cooley Drive, in the basic amount of Thirty Six Thousand Dollars (\$36,000), 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 regular session this 13<sup>th</sup> day of January, 2022.

**CITY OF PANAMA CITY BEACH**

By:   
Mark Sheldon, Mayor

**ATTEST:**

  
Lynne Fasone, City Clerk

**EXHIBIT A**

**PARCEL #11 (31306-012-040)**

WATER TOWER: COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA, AND THE WEST RIGHT-OF-WAY LINE OF JAN COOLEY DRIVE; THENCE N00 01'47"W ALONG THE WEST RIGHT-OF-WAY LINE 721.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00 01'47"W ALONG SAID WEST RIGHT-OF-WAY LINE 100.00 FEET; THENCE S89 58'13"W 100.00 FEET; THENCE S00 01'47"E PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE 100.00 FEET; THENCE N89 58'13"E 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.23 ACRES, MORE OR LESS.

## Vacant Land Contract

- 1\* **1. Sale and Purchase ("Contract"):** City of Panama City Beach  
 2\* ("Seller") and BP Linx, LLC  
 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 Dr., Panama City Beach, FL 32408  
 6\* Legal Description: See Exhibit "A" for Parcel # 11.  
 7 \_\_\_\_\_  
 8 \_\_\_\_\_  
 9 \_\_\_\_\_  
 10 \_\_\_\_\_  
 11\* SEC    /TWP /    /RNG     of \_\_\_\_\_ County, Florida. Real Property ID No.: 31306-012-040  
 12\* including all improvements existing on the Property and the following additional property: \_\_\_\_\_  
 13\* \_\_\_\_\_
- 14\* **2. Purchase Price:** (U.S. currency)..... \$ 36,000.00  
 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: Tabitha Wichowski  
 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: twichowski@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..... \$ 1,800.00
- 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..... \$ 34,200.00
- 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 January 23, 2022, 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 January 31, 2022 ("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.

VAC-14 Rev 3/21

©2021 Florida Realtors®

Licensed to Alta Star Software and ID: D1548937718.R1SM.100757

Software and added formatting © 2021 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

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 72 hours 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

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

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

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

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

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

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

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

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

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **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.

VAC-14 Rev 3/21

Licensed to Alta Star Software and ID: D1548937718.R1SM.100757

©2021 Florida Realtors®

Software and added formatting © 2021 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

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

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

Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 5 of 8 pages.

VAC-14 Rev 3/21

Licensed to Alta Star Software and ID: D1548937718.R1SM.100757

Software and added formatting © 2021 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

©2021 Florida Realtors®

from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

**(b) Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

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

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

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

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

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

\_\_\_\_\_  
**Seller's** Sales Associate/License No.

\_\_\_\_\_  
**Buyer's** Sales Associate/License No.

Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 6 of 8 pages.

VAC-14 Rev 3/21

©2021 Florida Realtors®

Licensed to Alta Star Software and ID: D1548937718.R1SM.100757

Software and added formatting © 2021 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898



329\* \_\_\_\_\_  
330 **Seller's Sales Associate Email Address**  
331 \_\_\_\_\_  
332\* \_\_\_\_\_  
333 **Seller's Sales Associate Phone Number**  
334 \_\_\_\_\_  
335\* \_\_\_\_\_  
336 **Listing Brokerage**  
337 \_\_\_\_\_  
338 \_\_\_\_\_  
339\* **Listing Brokerage Address**

\_\_\_\_\_ **Buyer's Sales Associate Email Address**  
\_\_\_\_\_ **Buyer's Sales Associate Phone Number**  
\_\_\_\_\_ **Buyer's Brokerage**  
\_\_\_\_\_ **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) returned to Buyer, minus a \$500.00 administrative  
346 charge, if Buyer revokes his offer prior to closing; or (ii) applied to the purchase price at closing if the bid is accepted  
347 and the transaction is closed; (iii) forfeited to the City as liquidated damages if the Buyer's bid is accepted by the City  
348 but the Buyer does not close the transaction of closing for any reason. 2) Buyer shall pay all closing costs.  
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:** BP Linx, LLC

369\* **Buyer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

370\* **Print name:** \_\_\_\_\_

371 **Buyer's address for purpose of notice:**

372\* **Address:** 4701 Bay Point Rd, Panama City Beach, FL 32408

373\* **Phone:** 850-258-0316 **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

374\* **Seller:** *[Signature]* **Date:** 01/26/2022

375\* **Print name:** City of Panama City Beach, Drew Whitman, City Manager

376\* **Seller:** \_\_\_\_\_ **Date:** \_\_\_\_\_

377\* **Print name:** \_\_\_\_\_

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.)**

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

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

VAC-14 Rev 3/21

Licensed to Alta Star Software and ID: D1548937718.R1SM.100757

Software and added formatting © 2021 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

©2021 Florida Realtors®

**ALTA**  
STAR

**REQUIRED DOCUMENT**

**BID FORM - PARCEL # 11 (31306-012-040)**

This proposal of BP Linx, LLC hereinafter called "BIDDER," is hereby submitting a bid to the City of Panama City Beach, hereinafter called "OWNER."

In compliance with the Advertisement for Bids, BIDDER hereby proposes to offer a monetary value for one or both properties of the **PCB22-36 ITB REAL ESTATE SURPLUS SALE**, as detailed in this solicitation in the attached Bid forms.

By submission of this BID, each Bidder certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

Basis of Award: The award may be to one or more Bidders with the highest responsive and responsible Bid per property.

Submitted By: BP LINX, LLC  
Name of Firm/Individual Submitting This Bid

Bid Prepared By: JOHN WARREN  
Name of Individual Who Prepared This Bid

Address: 4701 BAY POINT RD, PCB, FL 32408

Phone: (850) 258-0316

 12-9-2021  
Signature of Authorized Representative of Firm/Individual Date

**PARCEL # 11 (31306-012-040)**

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.

**Bid Price \$ 36,000**

**(Minimum Bid \$36,000)**

I understand that this bid is for **PARCEL 31306-012-040:**

**WATER TOWER: COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA, AND THE WEST RIGHT-OF-WAY LINE OF JAN COOLEY DRIVE; THENCE N00 01'47"W ALONG THE WEST RIGHT-OF-WAY LINE 721.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00 01'47"W ALONG SAID WEST RIGHT-OF-WAY LINE 100.00 FEET; THENCE S89 58'13"W 100.00 FEET; THENCE S00 01'47"E PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE 100.00 FEET; THENCE N89 58'13"E 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.23 ACRES, MORE OR LESS.**

I further understand and agree to the following:

- (5) An earnest money deposit will be made payable to the City of Panama City Beach in the amount of five percent (5%) of my bid amount by cashier's or bank check within 7 days of the City Council's acceptance of offer. The earnest money deposit shall be (i) returned to me, minus a \$500.00 administrative charge, if I revoke my offer prior to closing; or (ii) applied to the purchase price at closing if the bid is accepted and the transaction is closed; or (iv) forfeited to the City as liquidated damages if my bid is accepted by the City but I do not close the transaction on the day of closing for any reason.

(6) The City Attorney shall order title insurance and close the transaction on a Florida Bar/Florida Association of Realtors Vacant Land Contract, subject to the modifications in this bid, and that I am responsible for all closing costs, including the documentary stamps and title insurance. I also understand that the City shall convey the subject property by Special Warranty Deed.

(7) I intend to pay for the property (i.e., Cash at closing financing terms, etc.) as follows:  
CERTIFIED CHECK

(8) Bids will be considered by the City Council at its specially scheduled meeting on December 9, 2021. Acceptable bids shall close not later than December 31, 2021. I am able to close this transaction on or before the following date: Within 48hrs of clear title.

AUTHENTICATION  
12-9-2021  
DATE

John Warren  
SIGNATURE OF BIDDER OR AUTHORIZED REPRESENTATIVE

**NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA )  
COUNTY OF Bay )

John Warren being, first duly sworn, deposes and  
says that he is  
Mgr. of  
BPLinx, LLC

the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said Bidder is not financially interested in or otherwise affiliated in a business way with any other Bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidders or person, to put in a sham Bid or that such other person shall refrain from Bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the Bid price or affiant or any other Bidder, or to fix any overhead, profit or cost element of said Bid price, or that of any other Bidder, or to secure any advantage against the City of Panama City Beach, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or Bid are true; and further, that such Bidder has not directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

John Warren  
Affiant

Sworn to and subscribed before me this 9<sup>th</sup> day of December,  
2021.

Wendy W Griffin  
Notary Public

Expires: 2/24/24

