

RESOLUTION NO. 22-99

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A REAL ESTATE SALES CONTRACT WITH THE GILMORE GIRLS OF PCB, LLC IN THE BASIC AMOUNT OF \$73,705.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Real Estate Sales Contract between the City and Gilmore Girls of PCB, LLC, relating to the land necessary for the Front Beach Road Segment 4.1 and Powell Adams Intersection Signalization Projects, in the basic amount of Seventy-Three Thousand, Seven Hundred Five Dollars (\$73,705), 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 be effective immediately upon passage.

PASSED in regular session this 10th day of February, 2022.

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 GILMORE GIRLS OF PCB, 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 by statutory warranty deed in substantially the form attached as Exhibit A (the "Deed"), and Purchaser hereby agrees to purchase and pay for, all that certain real estate located in Bay County, Florida described as follows:

PARCEL 105:

A PARCEL OF LAND LYING AND BEING IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT MARKING THE SOUTHWEST CORNER OF PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 3785, PAGE 840 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, (POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 – FRONT BEACH ROAD – 100' RIGHT OF WAY) AND PROCEED SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 196.68 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE PROCEED NORTH 59 DEGREES 26 MINUTES 32 SECONDS EAST, FOR A DISTANCE OF 22.02 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF POWELL ADAMS ROAD (66' RIGHT OF WAY); THENCE SOUTH 32 DEGREES 21 MINUTES 03 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 19.55 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 10.03 FEET TO THE POINT OF BEGINNING. CONTAINING 98.00 SQUARE FEET.

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

PARCEL 769

A PARCEL OF LAND LYING AND BEING IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT MARKING THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 (FRONT BEACH ROAD) AND THE NORTHWESTERLY RIGHT OF WAY LINE OF POWELL ADAMS ROADS AND PROCEED NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG THE SAID NORTHEASTERLY RIGHT OF WAY, FOR A DISTANCE OF 15.00 FEET; THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY PROCEED NORTH 31 DEGREES 30 MINUTES 41 SECONDS EAST, FOR A DISTANCE OF 108.84 FEET; THENCE NORTH 31 DEGREES 59 MINUTES 27 SECONDS EAST, FOR A DISTANCE OF 47.39 FEET; THENCE SOUTH 57 DEGREES 41 MINUTES 04 SECONDS EAST, FOR A DISTANCE OF 16.78 FEET TO THE AFORESAID NORTHWESTERLY RIGHT OF WAY LINE OF POWELL ADAMS ROAD; THENCE SOUTH 32 DEGREES 18 MINUTES 56 SECONDS EAST, ALONG SAID NORTHWESTERLY RIGHT OF WAY FOR A DISTANCE OF 156.15 FEET TO THE POINT OF BEGINNING. CONTAINING 2502.97 SQUARE FEET OR 0.057 ACRES, MORE OR LESS.

And

PARCEL 770

A PARCEL OF LAND LYING AND BEING IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT MARKING THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 (FRONT BEACH ROAD) AND THE NORTHWESTERLY RIGHT OF WAY LINE OF POWELL ADAMS ROADS AND PROCEED NORTH 32 DEGREES 18 MINUTES 56 SECONDS EAST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 251.84 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY LINE PROCEED NORTH 57 DEGREES 41 MINUTES 04 SECONDS WEST, FOR A DISTANCE OF 2.00 FEET; THENCE NORTH 32 DEGREES 18 MINUTES 56 SECONDS EAST, FOR A DISTANCE OF 52.95 FEET TO THE SOUTH BOUNDARY LINE PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 3463, PAGE 2209 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 87 DEGREES 17 MINUTES 28 SECONDS EAST, ALONG SAID SOUTH BOUNDARY LINE, FOR A DISTANCE OF 2.30 FEET TO THE AFORESAID NORTHWESTERLY RIGHT OF WAY LINE OF POWELL ADAMS ROAD; THENCE SOUTH 32 DEGREES 18 MINUTES 56 SECONDS WEST, FOR A DISTANCE OF 54.08 FEET TO THE POINT OF BEGINNING. CONTAINING 107.029 SQUARE FEET OR 0.002 ACRES, MORE OR LESS.

1.03 Seller also sells and agrees to sell and convey, and Purchaser hereby agrees to pay for, all and singular, the rights and appurtenances pertaining to the Deed and Easement (sometimes referred to as the "Property"), including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, and including any rights of Seller to any oil, gas, and other minerals, together with any improvements and fixtures situated on and attached to the Property or appurtenant thereto (all of such real property, leases, rights, and appurtenances being hereinafter collectively referred to as the "Property"), for the consideration and upon the terms and conditions hereinafter set forth.

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 FORTY EIGHT THOUSAND, SEVEN HUNDRED FIVE DOLLARS (\$48,705).

Parcel	Base price	Incentive	Total
Parcel 105	5100	4050	9150
Parcel 769 and 770	26,800	12,755	39,555

2.02. As additional consideration, Buyer will compensate Seller TWENTY FIVE THOUSAND DOLLARS (\$25,000) for the sign Buyer will remove from the Property as part of its Front Beach Road 4.1 ROW Improvement Project.

Deposit

2.03. Purchaser shall deposit with Hand Arendall Harrison Sale, LLC the sum of Ten Thousand Dollars (\$10,000.00) 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 Sixty Three Thousand, Seven Hundred Five Dollars (\$63,705) 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 Purchaser 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 February 28, 2022, 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 February 10, 2022. 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 _____ day of _____, 2022.

Witnesses
Michael S. Burke
MICHAEL S. BURKE

SELLER:
GILMORE GIRLS OF PCB, LLC
Logan G. Gilmore

Witnesses
Michele Robertson
MICHELE ROBERTSON

DATED as to Purchaser this 11th day of February, 2022.

ATTEST:
Lynne Fasone
City Clerk, *Lynne Fasone*

PURCHASER:
PANAMA CITY BEACH, FLORIDA
By: *Drew Whitman*
City Manager, *Drew Whitman*

Exhibit A

Parcel Identification Number:

WARRANTY DEED

This indenture made on _____, 20__, by
GILMORE GIRLS OF PCB, LLC
whose address is: []
hereinafter called the "Grantors", to

The City of Panama City Beach, a municipal corporation
whose address is: 17007 Panama City Beach Parkway, Panama City Beach, Florida, 32413
hereinafter called the "Grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the Grantors, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Bay County, Florida, to-wit:

Parcel 105:

A PARCEL OF LAND LYING AND BEING IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT MARKING THE SOUTHWEST CORNER OF PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 3765, PAGE 640 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, (POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 - FRONT BEACH ROAD - 100' RIGHT OF WAY) AND PROCEED SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 196.68 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE PROCEED NORTH 59 DEGREES 26 MINUTES 32 SECONDS EAST, FOR A DISTANCE OF 22.02 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF POWELL ADAMS ROAD (66' RIGHT OF WAY); THENCE SOUTH 32 DEGREES 21 MINUTES 03 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 19.55 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 10.03 FEET TO THE POINT OF BEGINNING. CONTAINING 98.00 SQUARE FEET.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anyway appertaining.

The land is not the homestead of the Grantors under the laws and constitution of the State of Florida and neither the Grantors nor any person(s) for whose support the Grantors are responsible reside on or adjacent to the land.

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all

applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

To Have and to Hold, the same in fee simple forever.

And the Grantors hereby covenant with said Grantee that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land; that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2020.

In Witness Whereof, the Grantors have hereunto set their hand(s) and seal(s) the day and year first above written.

GILMORE GIRLS OF PCB, LLC
A Florida limited liability corporation

By: []

Witness Signature

Witness Signature

Print Name: _____

Print Name: _____

By: []

Witness Signature

Witness Signature

Print Name: _____

Print Name: _____

State of _____
County of _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on _____, 20__, by [], on behalf of GILMORE GIRLS OF PCB, LLC, who are personally known to me or has

produced a valid driver's license as identification.

NOTARY PUBLIC

Notary Print Name

My Commission Expires: _____

Exhibit B

Date

Parcel

TEMPORARY EASEMENT

THIS EASEMENT made this _____ day of _____, 2022 by and between THE GILMORE GIRLS OF PCB, LLC, a Florida limited liability company, whose mailing address is 15801 Front Beach Road, Panama City Beach, FL 32413 ("Grantor") to CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation, whose address is 17007 Panama City Beach Parkway, Panama City Beach, FL 32413 ("Grantee").

WITNESSETH that for and in consideration of the sum of One Dollar and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a temporary easement for the purpose of constructing the project according to current construction plans in , upon, over and through the following described land in Leon County, Florida, described as follows, viz:

PARCEL 769

A PARCEL OF LAND LYING AND BEING IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT MARKING THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 (FRONT BEACH ROAD) AND THE NORTHWESTERLY RIGHT OF WAY LINE OF POWELL ADAMS ROADS AND PROCEED NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG THE SAID NORTHEASTERLY RIGHT OF WAY, FOR A DISTANCE OF 15.00 FEET; THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY PROCEED NORTH 31 DEGREES 30 MINUTES 41 SECONDS EAST, FOR A DISTANCE OF 108.84 FEET; THENCE NORTH 31 DEGREES 59 MINUTES 27 SECONDS EAST, FOR A DISTANCE OF 47.39 FEET; THENCE SOUTH 57 DEGREES 41 MINUTES 04 SECONDS EAST, FOR A DISTANCE OF 16.78 FEET TO THE AFORESAID NORTHWESTERLY RIGHT OF WAY LINE OF POWELL ADAMS ROAD; THENCE SOUTH 32 DEGREES 18 MINUTES 56 SECONDS EAST, ALONG SAID NORTHWESTERLY RIGHT OF WAY FOR A DISTANCE OF 156.15 FEET TO THE POINT OF BEGINNING. CONTAINING 2502.97 SQUARE FEET OR 0.057 ACRES, MORE OR LESS.

AND

PARCEL 770

A PARCEL OF LAND LYING AND BEING IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT MARKING THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 (FRONT BEACH ROAD) AND THE NORTHWESTERLY RIGHT OF WAY LINE OF POWELL ADAMS ROADS AND PROCEED NORTH 32 DEGREES 18 MINUTES 56 SECONDS EAST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 251.84 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY LINE PROCEED NORTH 57 DEGREES 41 MINUTES 04 SECONDS WEST, FOR A DISTANCE OF 2.00 FEET; THENCE NORTH 32 DEGREES 18 MINUTES 56 SECONDS EAST, FOR A DISTANCE OF 52.95 FEET TO THE SOUTH BOUNDARY LINE PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 3463, PAGE 2209 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 87 DEGREES 17 MINUTES 28 SECONDS EAST, ALONG SAID SOUTH BOUNDARY LINE, FOR A DISTANCE OF 2.30 FEET TO THE AFORESAID NORTHWESTERLY RIGHT OF WAY LINE OF POWELL ADAMS ROAD; THENCE SOUTH 32 DEGREES 18 MINUTES 56 SECONDS WEST, FOR A DISTANCE OF 54.08 FEET TO THE POINT OF BEGINNING. CONTAINING 107.029 SQUARE FEET OR 0.002 ACRES, MORE OR LESS.

IT IS UNDERSTOOD and agreed by the parties hereto that the rights granted herein shall terminate upon completion of this transportation project, but no later than the last day of _____, 20 ____.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: _____

Its _____ []

THE GILMORE GIRLS OF PCB, LLC

By: *[Signature]*

Its Manager

Signed, sealed and delivered in the presence Of: (Two witnesses required by Florida Law)

[Signature]

Print Name: MICHAEL S. BURKE

Address of grantor:

[Signature]

Print Name: MICHELE ROBERTSON

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2022, by _____ and _____, on behalf of THE GILMORE GIRLS OF PCB, LLC who: (notary must check applicable line)

_____ is personally known to me.
_____ produced _____ as identification.

[Notary Seal]

Signature of Notary Public

Name typed, printed or stamped
My commission Expires: _____

THIS INSTRUMENT PREPARED BY BUT NOT EXECUTED BEFORE:
Amy E. Myers, Esquire
HAND ARENDALL HARRISON SALE LLC
18280 PANAMA CITY BEACH PARKWAY, SUITE 300
PANAMA CITY BEACH, FLORIDA 32413
(850) 769-3434