

**RESOLUTION NO. 22-89**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE PURCHASE SALE AGREEMENT WITH PALMETTO HOSPITALITY OF PCB, LLC REGARDING RIGHT OF WAY FOR THE CITY'S FRONT BEACH ROAD SEGMENT 4.1 IMPROVEMENT PROJECT.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized to accept and deliver on behalf of the City the First Amendment to that certain Real Estate Purchase Agreement between the City and Palmetto Hospitality of PCB, LLC, relating to the purchase of right of way for the City's Front Beach Road Segment 4.1 Improvement Project, in substantially the form **attached** as Exhibit A 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 27<sup>th</sup> day of January, 2022.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_

  
Mark Sheldon, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Lynne Fasone, City Clerk

**FIRST AMENDMENT  
TO  
REAL ESTATE PURCHASE AGREEMENT  
Between  
CITY OF PANAMA CITY BEACH, FLORIDA  
and PALMETTO HOSPITALITY OF PCB, LLC**

This Amendment to Agreement dated \_\_\_\_\_, 202\_\_\_\_, (the “First Amendment”), made and entered into by and between the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation (the “Buyer”) and PALMETTO HOSPITALITY OF PCB, LLC, a Florida limited liability company (the “Seller”).

WHEREAS, the City and Seller entered into that certain Agreement relating to the purchase of approximately .007 acres of land in fee simple, together with temporary construction easements on adjoining land, which agreement was approved by Resolution 21-87 of the City Council on February 11, 2021, and

WHEREAS, at the request of the Seller, the land encumbering the temporary construction easements to be acquired has been modified, and the parties desire to amend the agreement to confirm the quantity of land to be purchased and conveyed; and

WHEREAS, the time for closing the transaction has passed without a closing in fact, and the parties wish to update and confirm the timeline to close this transaction.

NOW THEREFORE, IN CONSIDERATION of the mutual terms and conditions, promises, covenants and payments set forth, the parties agree to amend the Agreement as follows:

1. The City and Seller wish to amend Article I of the Agreement to delete the legal descriptions of Parcel 768, to amend the legal description of Parcel 744, and to add a description of new License Parcel 914, to read as follows:
  - 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 100

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 THE NORTHEASTERLY (ALSO MOST EAST) CORNER OF PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 4206, PAGE 1604 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, AND PROCEED SOUTH 32 DEGREES 16 MINUTES 25 SECONDS WEST, FOR A DISTANCE OF 150.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 (FRONT BEACH ROAD (100' RIGHT OF WAY)); THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 8.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 120.96 FEET TO THE EASTERLY RIGHT OF WAY LINE OF POWELL ADAMS ROAD (66' RIGHT OF WAY); THENCE NORTH 32 DEGREES 17 MINUTES 51 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 10.46 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 22.50 FEET, THROUGH A CENTRAL ANGLE OF 50 DEGREES 23 MINUTES 32 SECONDS; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE PROCEED SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 19.79 FEET, (CHORD BEARING AND DISTANCE = SOUTH 32 DEGREES 44 MINUTES 58 SECONDS EAST, FOR A DISTANCE OF 19.16 FEET); THENCE SOUTH 57 DEGREES 56 MINUTES 44 SECONDS EAST, FOR A DISTANCE OF 92.04 FEET; THENCE SOUTH 46 DEGREES 38 MINUTES 8 SECONDS EAST, FOR A DISTANCE OF 11.78 FEET TO THE POINT OF BEGINNING.  
CONTAINING 308.88 SQUARE FEET OR 0.007 ACRES, MORE OR LESS.

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

Parcel 744

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 THE NORTHEASTERLY (ALSO MOST EAST) CORNER OF PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 4206, PAGE 1604 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, AND PROCEED SOUTH 32 DEGREES 16 MINUTES 25 SECONDS WEST, FOR A DISTANCE OF 141.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 32 DEGREES 16 MINUTES 25 SECONDS WEST, FOR A DISTANCE OF 8.44 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 (FRONT BEACH ROAD (100' RIGHT OF WAY)); THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 8.32 FEET; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE PROCEED NORTH 46 DEGREES 38 MINUTES 08 SECONDS WEST, FOR A DISTANCE OF 11.78 FEET; THENCE NORTH 57 DEGREES 56 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 92.04 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 22.50 FEET, THROUGH A CENTRAL ANGLE OF 50

DEGREES 23 MINUTES 32 SECONDS; THENCE PROCEED NORTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 19.79 FEET, (CHORD BEARING AND DISTANCE = NORTH 32 DEGREES 44 MINUTES 58 SECONDS WEST, FOR A DISTANCE OF 19.16 FEET) TO THE EASTERLY RIGHT OF WAY LINE OF POWELL ADAMS ROAD (66' RIGHT OF WAY); THENCE NORTH 32 DEGREES 17 MINUTES 51 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 12.10 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE PROCEED SOUTH 13 DEGREES 48 MINUTES 53 SECONDS EAST, FOR A DISTANCE OF 7.25 FEET; THENCE SOUTH 33 DEGREES 20 MINUTES 33 SECONDS WEST, FOR A DISTANCE OF 8.54 FEET; THENCE SOUTH 57 DEGREES 41 MINUTES 55 SECONDS EAST, FOR A DISTANCE OF 124.21 FEET TO THE POINT OF BEGINNING. CONTAINING 875.26 SQUARE FEET OR 0.020 ACRES, MORE OR LESS.

1.03 Seller hereby agrees to sell and convey a construction license in substantially the form attached as Exhibit C (the "License"), and Purchaser hereby agrees to purchase and pay for, all that certain real estate located in Bay County, Florida, described as follows:

Parcel 914:

A PORTION OF GOVERNMENT LOT 1, SECTION 20, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST BOUNDARY LINE OF GOVERNMENT LOT 1, SECTION 20, TOWNSHIP 3 SOUTH, RANGE 16 WEST WITH THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 AND PROCEED SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 167.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 49.29 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE PROCEED SOUTH 32 DEGREES 03 MINUTES 16 SECONDS WEST, FOR A DISTANCE OF 30.20 FEET; THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, FOR A DISTANCE OF 49.26 FEET; THENCE NORTH 32 DEGREES 00 MINUTES 04 SECONDS EAST, FOR A DISTANCE OF 30.20 FEET TO THE POINT OF BEGINNING.  
CONTAINING 1,487.93 SQUARE FEET.

1.04 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 (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.

2. The City and Seller wish to amend Section 4.01, Article IV of the Agreement to read as follows:

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 ~~March 11, 2021~~, February 28, 2022, unless the parties agree in writing to another date and place for Closing.

3. Except as expressly modified by this First Amendment, the Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their names as of the day and year first above written.

SELLER  
PALMETTO HOSPITALITY OF  
PCB, LLC, a Florida limited liability  
corporation

\_\_\_\_\_  
Name

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Name

CITY OF PANAMA CITY BEACH



\_\_\_\_\_  
Drew Whitman, City Manager

ATTEST:

  
\_\_\_\_\_  
Lynne Fasone, City Clerk

EXHIBIT C



Panama City Beach CRA

City of Panama City Beach  
17007 Panama City Beach Parkway  
Panama City Beach, FL 32413-2140  
[www.pcbonthemove.com](http://www.pcbonthemove.com)

Panama City Beach Community Redevelopment Agency

LICENSE

Parcel: 914

Property Location: 15636 Front Beach Road

Project Name: Front Beach Road Segment 4.1 Improvement Project

THIS AGREEMENT, Made the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between PALMETTO HOSPITALITY OF PCB, 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 914) 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 914**