

RESOLUTION NO. 22-138

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A SETTLEMENT AGREEMENT WITH PCBH REGARDING THE ACQUISITION OF LAND FOR FRONT BEACH ROAD SEGMENT 3 PROJECT IN THE TOTAL AMOUNT OF \$31,882.50.

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 PCBH, LLC, relating to settlement of certain issues and monetary claims arising from the City's pursuit and acquisition of land for the Front Beach Road Segment 3 Project, in the basic amount of Thirty One Thousand, Eight Hundred Eighty Two Dollars and Fifty Cents (\$31,882.50), 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 28th day of April, 2022.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

F

**OFFER AND AGREEMENT FOR
THE PURCHASE AND SALE OF REAL PROPERTY INTEREST(S)
BAY COUNTY
CITY OF PANAMA CITY BEACH**

Project: Front Beach Road Segment 4.1
Parcel No.: 718
Tax ID No.: 33353-020-000

THIS AGREEMENT ("Agreement") is made and entered into this 29th day of April, 2022 by and between PCBH LLC (hereinafter called "Seller") and the City of Panama City Beach, (hereinafter called "Buyer");

WITNESSETH

For and in consideration of the mutual covenants, and conditions herein contained, Seller hereby agrees to sell and convey and Buyer hereby agrees to purchase the following real property interest upon the terms and conditions contained in this Agreement:

1) That the undersigned has been authorized by the Buyer to enter into an agreement to purchase and acquire that certain property, or interest therein, of the Seller as described in the attached Exhibits. The attached exhibits are Temporary Construction Easement 718 – A B C , Dewberry Engineering sheets S1 and S2 and CRA 3 Roadway Plans – outfall structure details sheets 66, 67, 232 and 232 that depict the relevant driveways under the former ownership "Hill Family Properties Driveways 1, 2 and 3 – composite exhibit "A" (hereinafter the "Property");

2) That in order to construct the above referenced project (hereinafter called the "Project") it is necessary that Buyer acquire from Seller the Property or Seller's interest in the Property as that portion of Tax ID #33352-000-000 33353-010-000, 33353-020-000 (16920 and 16818 Front Beach Road) as recorded in the Public Records of Bay County, Florida, referred to as parcel 718 A/B/C (578.23 square feet/ 251.03 square feet/ 364.03 square feet) (Temporary Construction Easement). Upon completion of the use of the temporary construction easement areas, the City shall return the property to as good as or better condition than existed prior to the commencement of construction.

Property Address or description of its location: 16920 and 16818 Front Beach Road, Panama City Beach, Florida 32413

3) That Buyer is offering to acquire the Property or interest therein under the threat of condemnation pursuant to its authority under Chapters 73, 74, and 166, *Florida Statutes*.

4) That the amounts paid by Buyer to Seller pursuant to this Agreement represent any and all compensation to which the Seller is entitled for the Buyer's acquisition of the Property and construction of the Project.

I. DESCRIPTION

- a. **Real property interest in the Property described as:**
- Parcel _____ Fee Simple
 Parcel _____ Perpetual Easement
 Parcel 718 A/B/C Temporary Construction Easement

II. PURCHASE PRICE*

a. Fee Simple Real Property	
Land	\$ 0.00
Improvements	\$ 0.00
Real Estate Damages (Severance/Cost-to-Cure)	\$ 0.00
b. Easements	
Permanent Electric Easement	\$ 0.00
Temporary Construction Easement	\$ 0.00
c. Total Real Property	\$ 0.00
d. Incentive (see paragraph 5)	
Parcel _____ Fee Simple	\$ 0.00
Parcel _____ Perpetual Easement	\$ 0.00
Parcel 718 A/B/C Temporary Easement	\$ 20,000.00
e. Total Offer Amount	\$ 20,000.00

III. FEES AND COSTS*

a.	Attorney fees and costs**	\$ 7,442.50
b.	Expert costs,	\$ 4,440.00

* Right-of-way agent does not have any authority to alter the terms of this offer. Any and all modifications, addendums, or counteroffers must be reviewed and approved by Buyer's right-of-way manager prior to acceptance.

**This amount will only be paid upon Buyer's receipt of an executed attorney authorization letter from Seller.

5) The incentive offer amount is being made to encourage early settlement and reduce right of way costs and shall expire and be permanently withdrawn upon the filing of an eminent domain lawsuit in the circuit court for Bay County, Florida, which shall occur no sooner than thirty (30) days after the delivery of this offer or the date the offer is returned as undeliverable by postal authorities.

6) This Agreement contains the total amount that Buyer will provide as reimbursement for any attorneys' fees and costs that Seller may choose to incur while reviewing this transaction. The attorney fees and costs in paragraph III above will only be paid to Seller's attorney(s) if Buyer has received an executed attorney authorization letter from Seller prior to closing. You may choose not to hire an attorney, and in such instances any appraisal fees incurred by Seller in reviewing this offer will be reviewed by Buyer and must be settled prior to closing. As stated above, at 4) III. b. expert costs, if any, will be paid pursuant to Florida Statutes 73.091.

7) Seller is responsible for delivering marketable title to Buyer, free and clear of liens or encumbrances, which materially affect the value of the Property. If material liens or encumbrances shall be found, Seller shall have a reasonable time in which to cure said defects. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of the actions of Seller, unless this requirement is waived by Buyer, at its sole discretion.

8) Conveyance of the Property from Seller shall be by: (Note: this section will be customized to reflect the parcel type(s) being acquired)

- Parcel _____ Warranty Deed
 Parcel _____ Perpetual Easement
 Parcel 718 A/B/C Temporary Easement

to the City of Panama City Beach, a Florida municipal corporation, in a form acceptable to Buyer, as provided in the attached Exhibit "B".

9) At closing, Buyer shall pay closing costs including title insurance charges, documentary stamps, and recording fees.

10) At closing, Seller shall only be responsible for payment of taxes (prorated though date of closing in accordance with Section 196.295, *Florida Statutes*), payment of any judgments, liens, mortgages, deeds of trust or other such encumbrances against the Property, and any commissions due to realtors or real estate brokers.

11) Seller shall maintain the Property described in Exhibit "A" of this Agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this Agreement, except for reasonable wear and tear.

12) Seller shall remove all personal property from the Property described in Exhibit "A" on or before the date of closing.

13) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure affidavit in accordance with Section 286.23, *Florida Statutes*.

14) Seller and Buyer agree that this Agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this Agreement, shall be binding on the parties.

15) Time is of the essence in this Agreement.

16) This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns, subject to the Buyer's approval process described below:

- i. Acquisitions for which the "Total Offer Amount" does not exceed \$10,000 may be approved by the City Manager, who is authorized to sign this Agreement on behalf of Buyer pursuant to Section 5-6 of the City of Panama City Beach Charter.
- ii. Acquisitions for which the "Total Offer Amount" exceeds \$10,000 shall be wholly contingent upon the City of Panama City Beach City Council voting to approve this Agreement. If the Council's decision is yes, the City Manager will be authorized to execute this Agreement on behalf of Buyer. If the Council's decision is no, this Agreement will have no further force and effect.

17) Any typewritten or handwritten provisions inserted into or attached to this Agreement as addenda must be initialed by both Seller and Buyer. Right-of-way agents for Buyer do not have any authority to negotiate or accept any addenda, modifications, or counteroffers to this agreement. Any and all addenda, modifications, or counteroffers to this agreement must be reviewed and approved by Buyer's right-of-way manager prior to acceptance.

- There is an addendum to this agreement. CRA sheets numbered 66/67 and CRA cross sections sheets 232 and 233. The addendums are made part of this agreement.
- There is not an addendum to this agreement.

This instrument prepared by, or under
the direction of:
Amy Myers, Esquire
City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, FL 32413

Parcel No: 718 A/B/C
Project: Front Beach Road Segment 3
County: Bay

TEMPORARY EASEMENT

THIS EASEMENT made this _____ day of February 2022, by and between PCBH LLC, grantor, and the CITY OF PANAMA CITY BEACH, whose address is 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413, its successors and assigns, 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 Bay County, Florida, described as follows, viz:

LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT "A"

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 18, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND PROCEED SOUTH 0 DEGREES 37 MINUTES 36 SECONDS WEST, ALONG THE WEST BOUNDARY LINE OF OMIT "R" EL CENTRO BEACH, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 8 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, FOR A DISTANCE OF 179.49 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF FRONT BEACH ROAD; THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 64.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 49.75 FEET; THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE PROCEED NORTH 32 DEGREES 03 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 11.62 FEET; THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, FOR A DISTANCE OF 49.75 FEET; THENCE SOUTH 32 DEGREES 03 MINUTES 16 SECONDS WEST, FOR A DISTANCE OF 11.62 FEET TO THE POINT OF BEGINNING. CONTAINING 578.13 SQUARE FEET OR 0.013 ACRES, MORE OR LESS.

LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT "B"

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 18, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND PROCEED SOUTH 0 DEGREES 37 MINUTES 36 SECONDS WEST, ALONG THE WEST BOUNDARY LINE OF OMIT "R" EL CENTRO BEACH, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 8 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, FOR A DISTANCE OF 179.49 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF FRONT BEACH ROAD; THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 64.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 37.75 FEET; THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE PROCEED NORTH 32 DEGREES 03 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 6.65 FEET; THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, FOR A DISTANCE OF 37.75 FEET; THENCE SOUTH 32 DEGREES 03 MINUTES 16 SECONDS WEST, FOR A DISTANCE OF 6.65 FEET TO THE POINT OF BEGINNING. CONTAINING 251.03 SQUARE FEET OR 0.005 ACRES, MORE OR LESS.

LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT "C"

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IT IS UNDERSTOOD and agreed by the parties hereto that the rights granted herein shall remain in effect for a term of 3 years from the date this easement vests in Panama City Beach or upon the completion of construction of the Project which is anticipated to be May 2025 (for Segment 3).

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

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

Shannon M. Posavad for PCBH LLC

Print Name: Name

PCBH LLC

Print Name: Address of grantor:
12627 Front Beach Road
Panama City Beach, FL 32407

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2022, by _____ who is personally known to me or who has produced _____ as identification.

Affix Seal

(Type/print or stamp name under signature)
Title or rank (Serial No., if any)

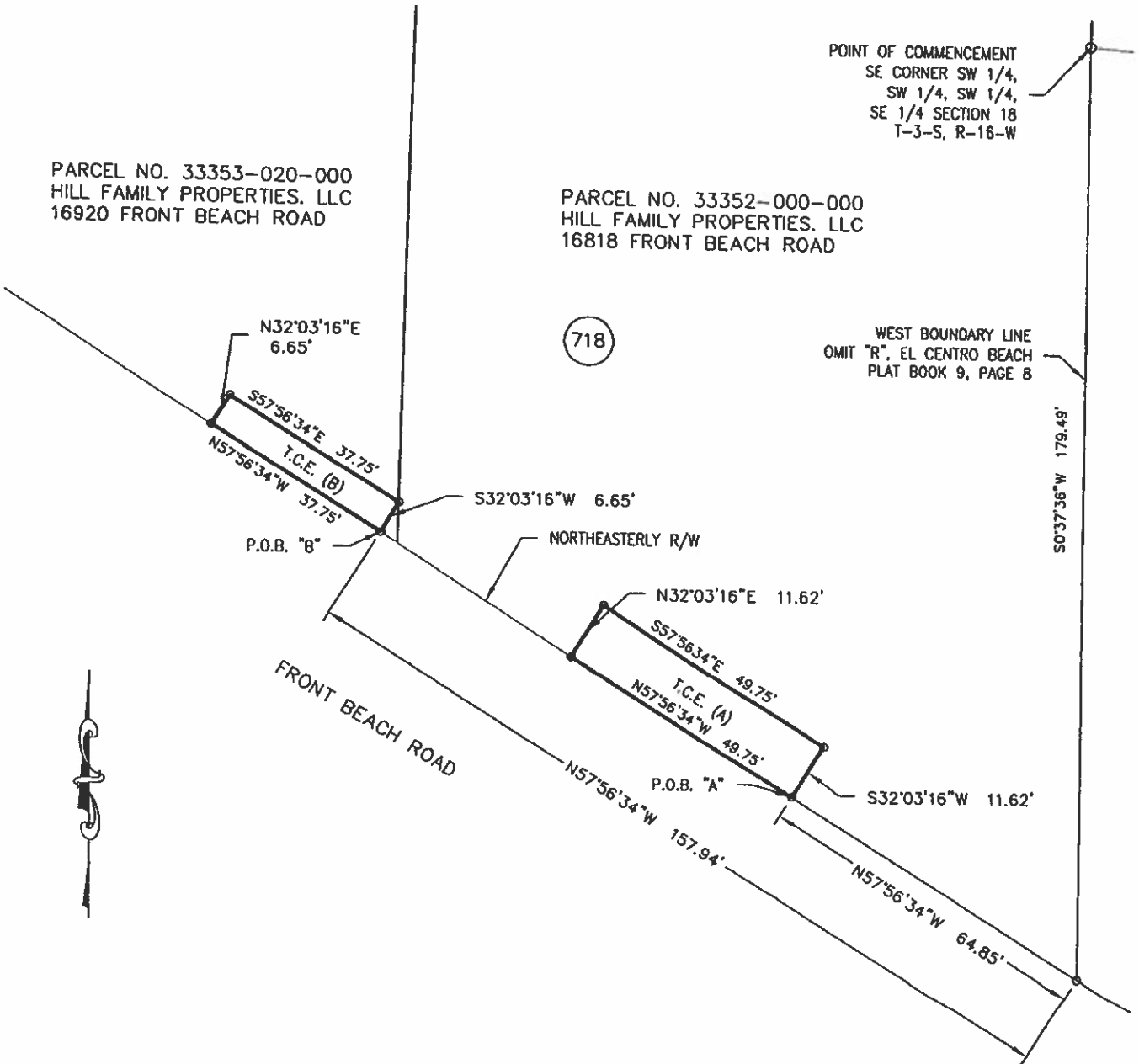
PARCEL NO. 33353-020-000
 HILL FAMILY PROPERTIES, LLC
 16920 FRONT BEACH ROAD

PARCEL NO. 33352-000-000
 HILL FAMILY PROPERTIES, LLC
 16818 FRONT BEACH ROAD

POINT OF COMMENCEMENT
 SE CORNER SW 1/4,
 SW 1/4, SW 1/4,
 SE 1/4 SECTION 18
 T-3-S, R-16-W

718

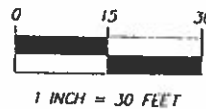
WEST BOUNDARY LINE
 OMIT "R", EL CENTRO BEACH
 PLAT BOOK 9, PAGE 8



LEGEND:
 R/W = RIGHT OF WAY
 NO. = NUMBER
 P.O.B. = POINT OF BEGINNING
 TCE = TEMPORARY CONSTRUCTION EASEMENT
 -||- = LINE NOT TO SCALE

SEE SHEET S2

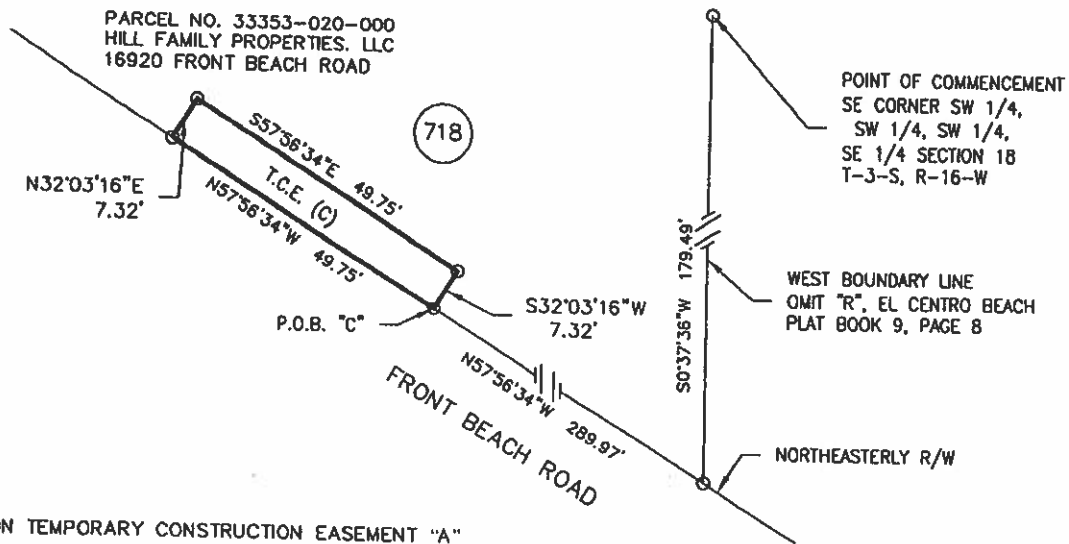
1. THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE RECORDED DEEDS, UNRECORDED DEEDS, EASEMENTS, RESTRICTIONS, SETBACKS OR OTHER INSTRUMENTS AND GOVERNMENT REGULATIONS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE PROPERTY.
2. THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT THE RESULTS OF A FIELD SURVEY.



DAVID JON BARTLETT, P.S.M. DATE SIGNED
 PROFESSIONAL SURVEYOR & MAPPER No. LS4018

Dewberry[®]
 DEWBERRY ENGINEERS INC.
 203 ABERDEEN PARKWAY
 PANAMA CITY, FLORIDA 32405
 PHONE: 850.522.0844 FAX: 850.522.1011
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION NO. LB 8011

SKETCH OF DESCRIPTION		DRAWING DATE:	PROJECT NO.
TEMPORARY CONSTRUCTION EASEMENT		05/18/2021	50104120
16818 FRONT BEACH ROAD		BY:	
CITY OF PANAMA CITY BEACH		DJB	S1
BAY COUNTY, FLORIDA		APPROVED BY:	
FB/PG: N.A.	FLD DATE: N.A.	JG	
SCALE: 1"=30'			



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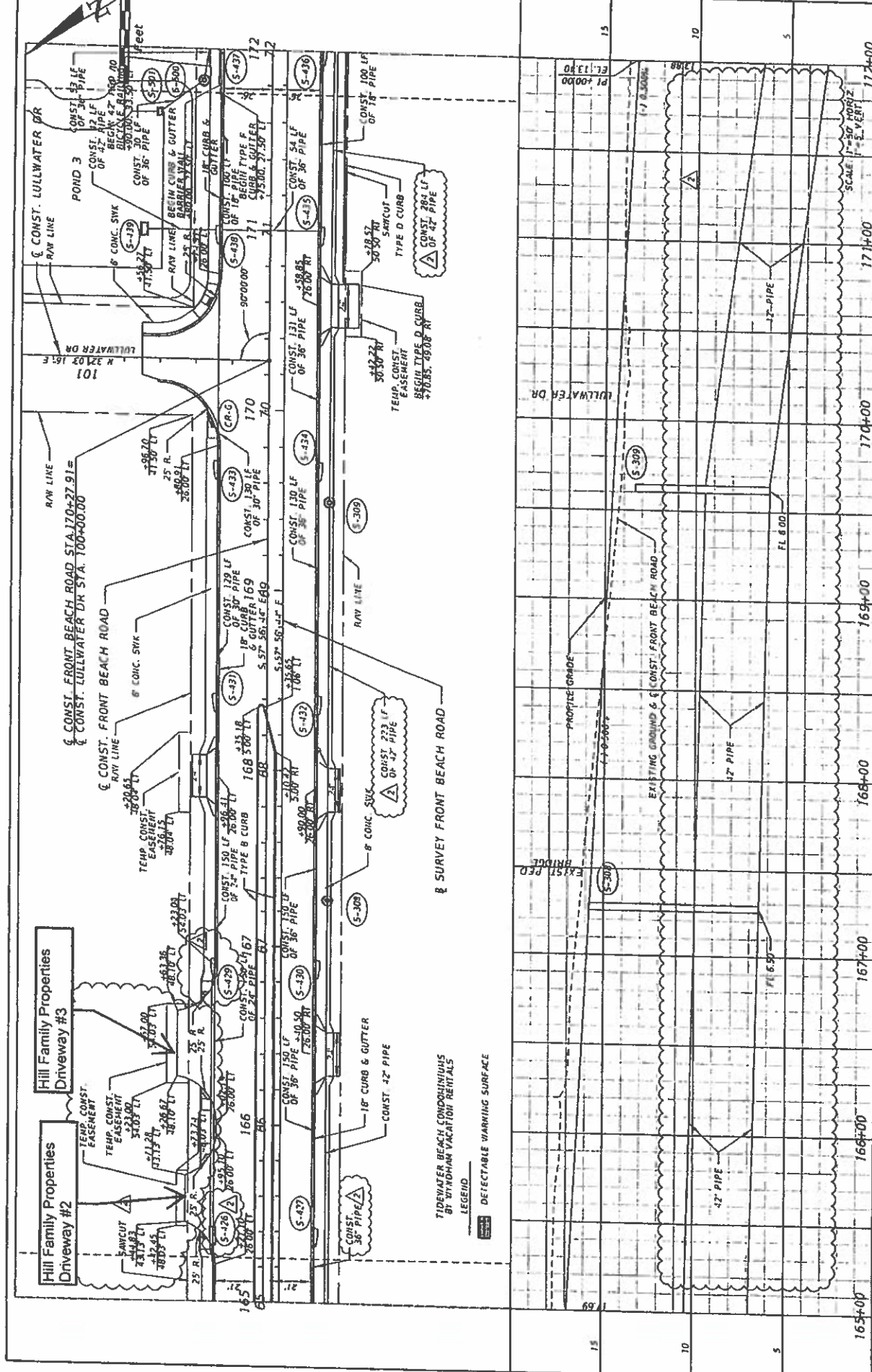
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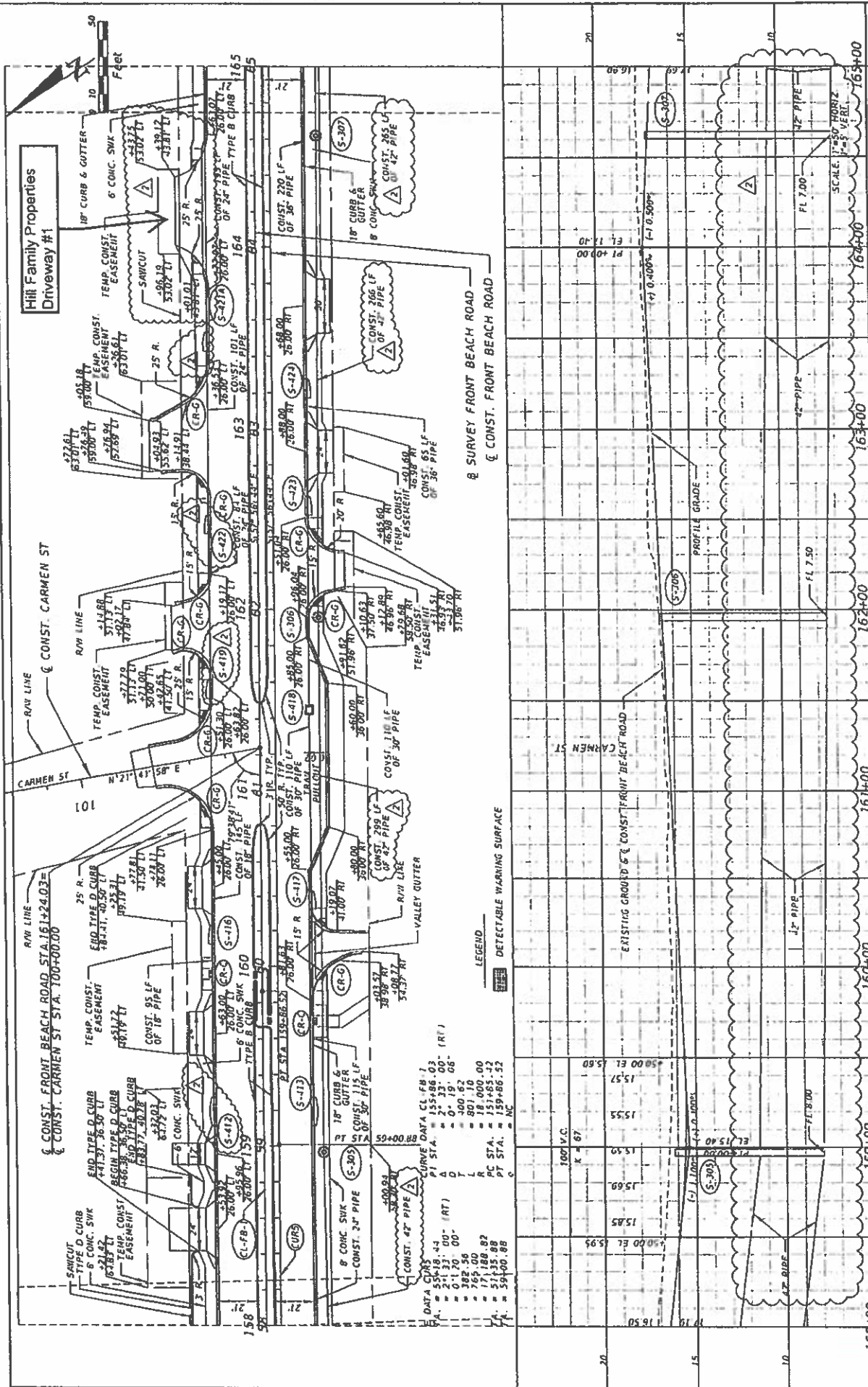
DAVID JON BARTLETT, P.S.M. DATE SIGNED
 PROFESSIONAL SURVEYOR & MAPPER No. LS4018

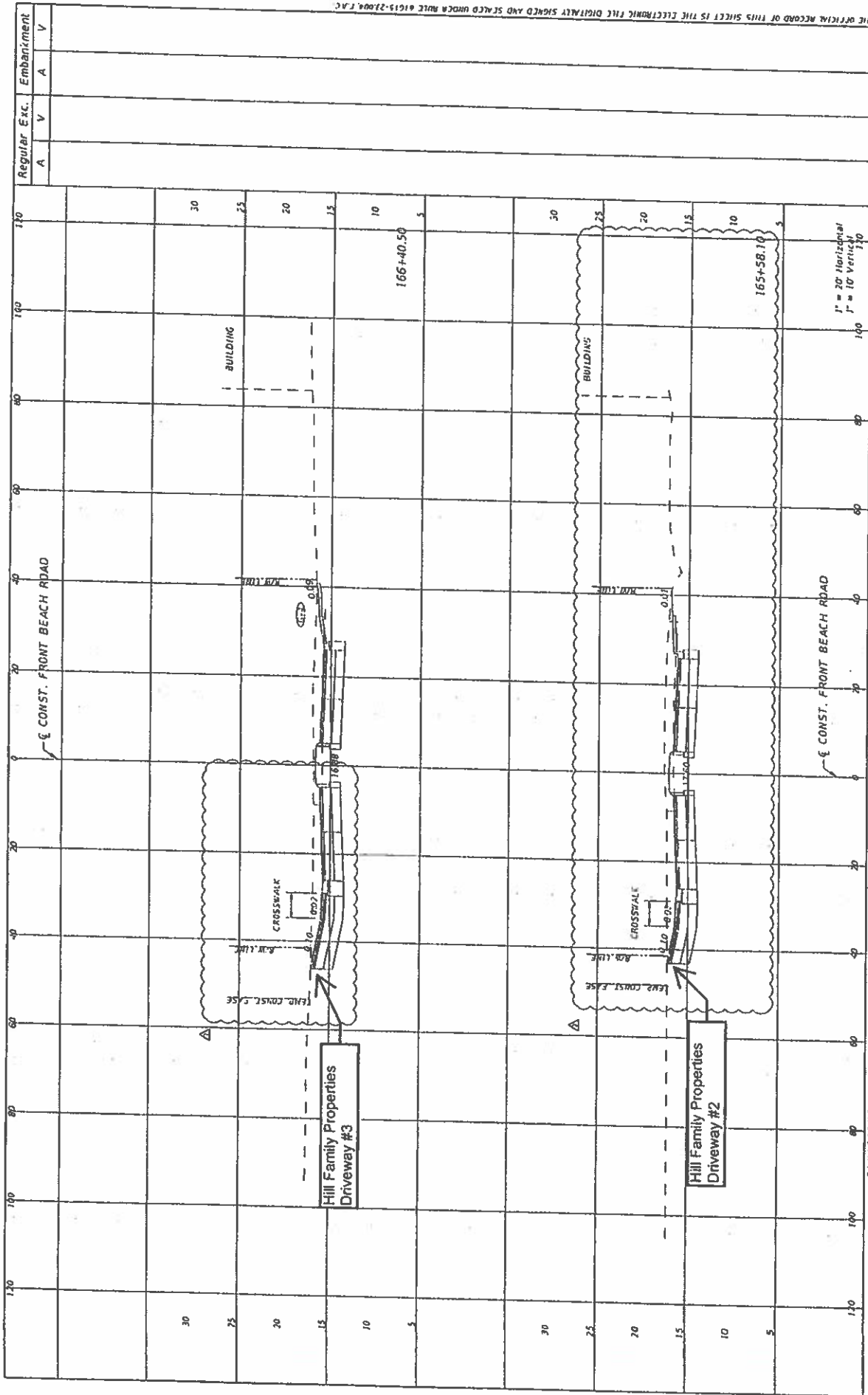
Dewberry
 DEWBERRY ENGINEERS INC.
 203 ABERDEEN PARKWAY
 PANAMA CITY, FLORIDA 32405
 PHONE: 850.522.0844 FAX: 850.522.1011
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION NO. LB 0011

SKETCH OF DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT 16818 FRONT BEACH ROAD CITY OF PANAMA CITY BEACH BAY COUNTY, FLORIDA		DRAWING DATE:	PROJECT NO.
		05/18/2021	50104120
FB/PG: N.A.		BY:	S2
FLD DATE: N.A.		DJB	
SCALE: 1"=30'		APPROVED BY:	
		JG	



CITY OF PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY ROAD NO. COUNTY BAY SR 79 BAY 2018-01		SHEET NO. 67
JAMES MORGAN MUST, P.E. P.E. LICENSE NUMBER 60813 DRYBERRY ENGINEERS INC. 203 ABERDEEN PARKWAY PANAMA CITY, FL 32405 CERTIFICATE OF AUTHORIZATION 0794		
OUTFALL STRUCTURE DETAILS		

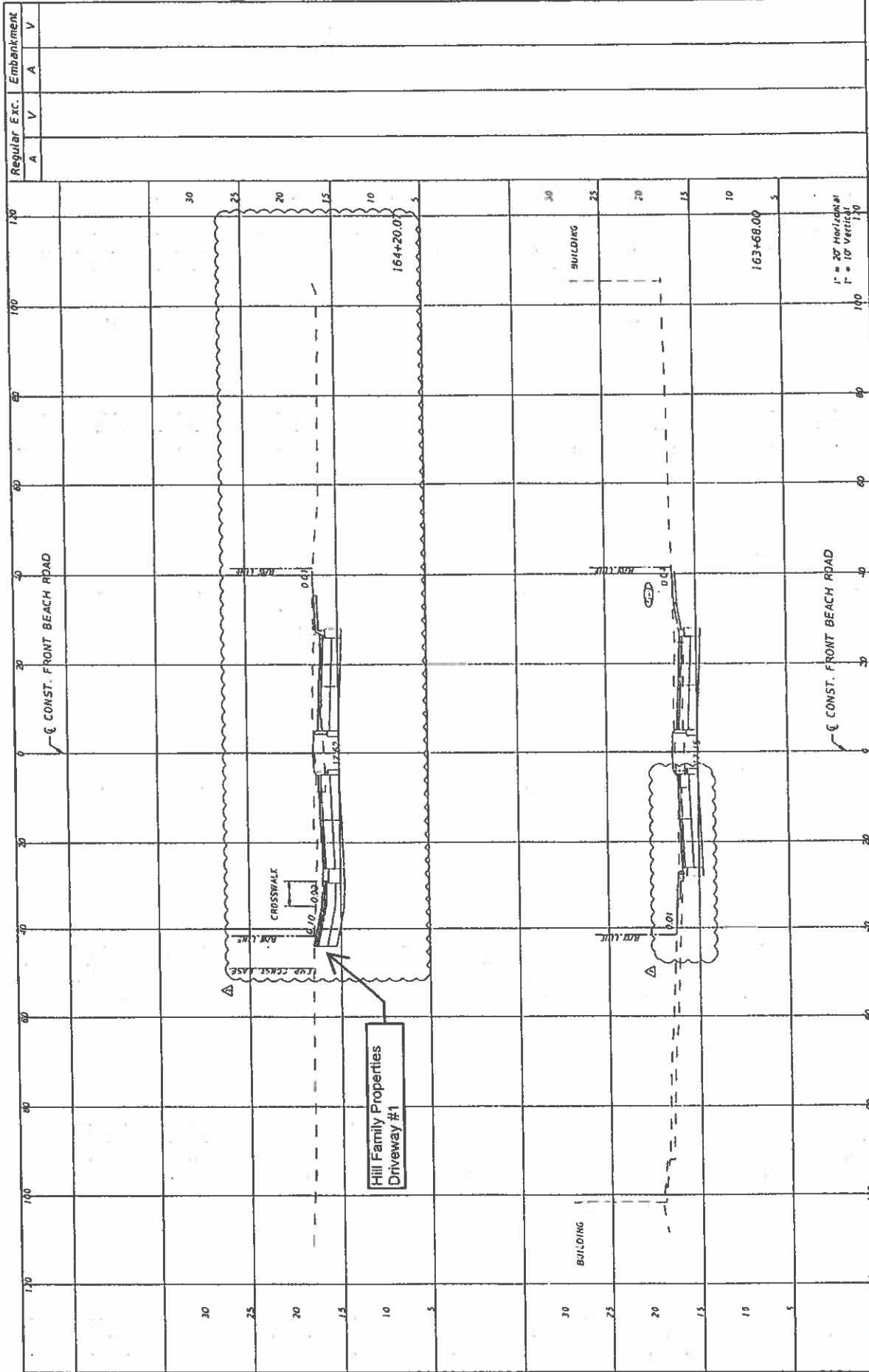




DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION
08/20/17	AS BUILT UPDATE			

JAMES MORGAN HURST, P.E. P.E. LICENSE NUMBER 60813 DEWBERRY ENGINEERS INC. 203 ABERDEEN PARKWAY PANAMA CITY, FL 32405 CERTIFICATE OF AUTHORIZATION 8794		CITY OF PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY ROAD NO. 5A 79 COUNTY BAY FISCAL PROJECT ID 2018-01	SHEET 233 233
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DATE PLOTTED: 11/13/17 AM



DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION
06/30/21	ROADWAY UPDATE			

JAMES MORGAN HURST, P.E. P.E. LICENSE NUMBER: 12333 205 ARBONEN PARKWAY PANAMA CITY, FL 32405 CERTIFICATE OF AUTHORIZATION 8794		CITY OF PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY ROAD NO. 5879 EASEMENT 2018-01 FINANCIAL PROJECT ID: 2018-01	SHEET NO. 232
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REGULAR EXC. A V A	EMBANKMENT V A V
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