

RESOLUTION 15-20

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 Edgewater Beach Resort, L.L.C., a Florida limited liability company, relating to **the purchase of property located at 11347 Front Beach Road**, for the purchase amount of Twenty One Thousand Four Hundred Eighty Dollars (\$21,480), in substantially the form of the documents attached and presented to the Council today, draft dated October 30, 2014, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.


THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 13 day of November, 2014.

CITY OF PANAMA CITY BEACH

By: 
Gayle F. Oberst, Mayor

ATTEST:


Holly White, City Clerk

MEMORANDUM

To: Mario Gisbert, City Manager

From: John Alaghemand, P.E., Assistant City Manager/CRA Manager

Subject: **Real Estate Sales Contract for Purchase of Right-of-Way from Edgewater Beach Resort, LLC for the Front Beach Road Segment 2 Improvement Project**

Date: November, 7, 2014

As a part of the property acquisition efforts for the Front Beach Road Segment 2 Improvement Project, Chandler & Associates, Inc. has prepared an appraisal for a right-of-way strip and a corner clip along the Edgewater Beach Resort's properties on Richard Jackson Blvd (**Exhibit A, parcels 1A and 4A**). Based on the Appraisal, the estimated fair market value of the required property (approximately 727 square feet) is \$12,400.00. The City has previously approved a standard incentive schedule (Resolution 06-02) for calculating appropriate offers to landowners who willingly sell their land to the City for the right-of-way improvement purposes. The calculated incentive amount for the proposed property acquisition is \$9,080.00 to be added to the appraisal estimated price, which brings the total purchase price to \$21,480.00. The estimated purchase price of \$21,480.00 has been accepted by the property owner, Edgewater Beach Resort, LLC.

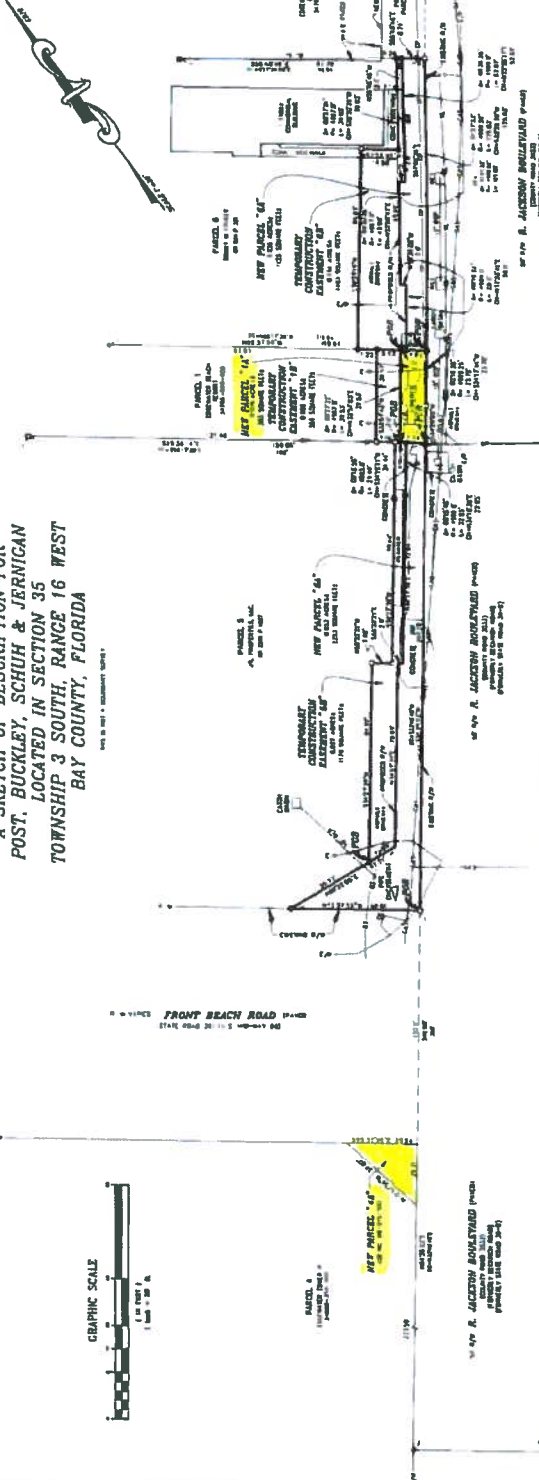
It is recommended that the Council approve the attached Real Estate Sales Contract to purchase parcels 1A and 4A (approximately 727 square feet) in the amount of \$21,480.00 for the Front Beach Road Segment 2 Improvement Project and authorize the City Manager to execute the Contract.

Attachments: Resolution and Sales Agreement

Exhibit A

**A SKETCH OF DESCRIPTION FOR
POST, BUCKLEY, SCHUH & JERNIGAN
TOWNSHIP 3 SOUTH, RANGE 16 WEST
BAY COUNTY, FLORIDA**

GRAPHIC SCALE
1" = 100' 0"



DESCRIPTION - PARCEL 1
Commencing at an iron pipe monument marking the intersection of the East boundary line of Original Government Lot 1 of Section 35, Township 3 South, Range 16 West, Bay County, Florida, with the West boundary line of said Lot 1, and a bearing of S 89° 15' 00\"/>

DESCRIPTION - PARCEL 2
Commencing at an iron pipe monument marking the intersection of the East boundary line of Original Government Lot 1 of Section 35, Township 3 South, Range 16 West, Bay County, Florida, with the West boundary line of said Lot 1, and a bearing of S 89° 15' 00\"/>

DESCRIPTION - PARCEL 3
Commencing at an iron pipe monument marking the intersection of the East boundary line of Original Government Lot 1 of Section 35, Township 3 South, Range 16 West, Bay County, Florida, with the West boundary line of said Lot 1, and a bearing of S 89° 15' 00\"/>

DESCRIPTION - PARCEL 4
Commencing at an iron pipe monument marking the intersection of the East boundary line of Original Government Lot 1 of Section 35, Township 3 South, Range 16 West, Bay County, Florida, with the West boundary line of said Lot 1, and a bearing of S 89° 15' 00\"/>

DESCRIPTION - PARCEL 5
Commencing at an iron pipe monument marking the intersection of the East boundary line of Original Government Lot 1 of Section 35, Township 3 South, Range 16 West, Bay County, Florida, with the West boundary line of said Lot 1, and a bearing of S 89° 15' 00\"/>

DESCRIPTION - PARCEL 6
Commencing at an iron pipe monument marking the intersection of the East boundary line of Original Government Lot 1 of Section 35, Township 3 South, Range 16 West, Bay County, Florida, with the West boundary line of said Lot 1, and a bearing of S 89° 15' 00\"/>

DESCRIPTION - PARCEL 7
Commencing at an iron pipe monument marking the intersection of the East boundary line of Original Government Lot 1 of Section 35, Township 3 South, Range 16 West, Bay County, Florida, with the West boundary line of said Lot 1, and a bearing of S 89° 15' 00\"/>

DESCRIPTION - PARCEL 8
Commencing at an iron pipe monument marking the intersection of the East boundary line of Original Government Lot 1 of Section 35, Township 3 South, Range 16 West, Bay County, Florida, with the West boundary line of said Lot 1, and a bearing of S 89° 15' 00\"/>

DESCRIPTION - PARCEL 9
Commencing at an iron pipe monument marking the intersection of the East boundary line of Original Government Lot 1 of Section 35, Township 3 South, Range 16 West, Bay County, Florida, with the West boundary line of said Lot 1, and a bearing of S 89° 15' 00\"/>

DESCRIPTION - PARCEL 10
Commencing at an iron pipe monument marking the intersection of the East boundary line of Original Government Lot 1 of Section 35, Township 3 South, Range 16 West, Bay County, Florida, with the West boundary line of said Lot 1, and a bearing of S 89° 15' 00\"/>

DESCRIPTION - PARCEL 11
Commencing at an iron pipe monument marking the intersection of the East boundary line of Original Government Lot 1 of Section 35, Township 3 South, Range 16 West, Bay County, Florida, with the West boundary line of said Lot 1, and a bearing of S 89° 15' 00\"/>

DESCRIPTION - PARCEL 12
Commencing at an iron pipe monument marking the intersection of the East boundary line of Original Government Lot 1 of Section 35, Township 3 South, Range 16 West, Bay County, Florida, with the West boundary line of said Lot 1, and a bearing of S 89° 15' 00\"/>

DATE	REVISIONS	COMPILED BY C. C. WALKER	SCALE	PROJECT	DATE	DRAWN BY	SHEET NO.
		J. J. WALKER	AS SHOWN	FRONT BEACH ROAD SEGMENT 7 PARCELS 1, 5 AND 6	NOVEMBER 17 1930	P. S. JACOBSON	08 015 50P
				A SKETCH OF DESCRIPTION			1 OF 1



REAL ESTATE SALES CONTRACT

STATE OF FLORIDA

COUNTY OF BAY

THIS REAL ESTATE SALES CONTRACT (this "Contract") is made by and between EDGEWATER BEACH RESORT, LLC, a Florida limited liability company, ("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 sells and agrees to convey by special warranty deed (the "Deed"), and Purchaser hereby agrees to purchase and pay for, all that certain real estate located in Bay County, Florida described as follows:

SEE ATTACHED EXHIBIT A—Description Parcel 1A and 4A (sometimes referred to as the "Property").

Seller also sells and agrees to convey, and Purchaser hereby agrees to pay for, all and singular, the rights and appurtenances pertaining to the Property, 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"), but reserving unto itself the perpetual right of access and easement for ingress and egress over and through the Property to adjacent streets, alleys or right-of-way, for the consideration and upon the terms and conditions hereinafter set forth.

1.02 Seller also agrees to convey by license (the "License") temporary construction easements necessary to harmonize and reconnect existing features of Seller's property with the

highway improvements which are to be constructed on the Property acquired by Purchaser, which easements are located in Bay County, Florida described as follows:

SEE ATTACHED EXHIBIT B—Description Parcel 1B, 4B, 4C (sometimes referred to as the "Temporary Construction Easements").

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 TWENTY ONE THOUSAND FOUR HUNDRED EIGHTY DOLLARS AND NO CENTS (\$21,480.00).

Deposit

2.02. Purchaser shall deposit with Harrison Sale McCloy, Chtd. the sum of Five Thousand Dollars (\$5,000.00) 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 Sixteen Thousand Four Hundred Eighty Dollars and No Cents (\$16,480.00) in cash or certified funds.

ARTICLE III

PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Title Commitment

3.02. Five (5) days prior to Closing, Purchaser shall secure, at Purchaser's expense, a title insurance commitment ("Title Commitment"). The Title Commitment shall commit to issue to Purchase an owner's title insurance policy in an amount equal to the total Purchase Price of the Property upon recording of the deed hereinafter called for, free and clear of all liens and encumbrances except the standard exceptions or qualification usually printed in the title insurer's commitment form and permitted exceptions identified herein. Purchaser shall have five (5) days from the date of receiving the Title Commitment to examine same and, if the title is found to be defective, Purchaser shall, within (2) days, notify Seller in writing specifying the defects and Seller shall have thirty (30) days from receipt of notice within which to cure said defects. If Seller is unsuccessful in removing the defects within that time to the reasonable satisfaction of Purchaser, Purchaser shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract whereupon Purchaser and Seller shall be released for 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.

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.

Buyer 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 Harrison Sale McCloy, 304 Magnolia Avenue, Panama City, Florida, on or before December 31, 2014, 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, except for general real estate taxes for the year of closing and subsequent years not yet due and payable and any exception approved by Purchaser in writing.

(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.

(e) Deliver to Purchaser a duly executed License authorizing use of land for temporary construction easements associated with the Front Beach Road Segment 2 Improvement Project.

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 December 11, 2014. 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.

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 its 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:

J. Wallace Nall, Jr.
119 Euclid Avenue
Birmingham, AL 35213

With Copy To:

Elizabeth J. Walters, Esquire
Burke Blue Hutchison & Walters
16215 Panama City Beach Parkway

Panama City Beach, FL 32413

IF TO PURCHASER:

Mario Gisbert, City Manager
John Alaghemand, CRA Director
City of Panama City Beach
110 South Arnold Road
Panama City Beach, Florida 32407

With Copy To:

Amy E. Myers, Esquire
Harrison Sale McCloy
304 Magnolia Avenue
Post Office Box 1579
Panama City, Florida 32402

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 _____, 2014.

Witnesses

**SELLER:
EDGEWATER BEACH RESORT, LLC**

J. Wallace Nall, Jr.
Its:

DATED as to Purchaser this _____ day of _____, 2014.

ATTEST:

Holly J. White, City Clerk

**PURCHASER:
PANAMA CITY BEACH, FLORIDA**

By: _____
Mario Gisbert, City Manager

EXHIBIT A

Legal Description:

DESCRIPTION: NEW PARCEL 1A

DESCRIPTION: NEW PARCEL 1A

Commence at an existing concrete monument marking the intersection of the East boundary line of Original Government Lot 1 of Section 35, Township 3 South, Range 16 West, Bay County, Florida with the Northerly right of way line of Front Beach Road (U.S. Highway 98) (State Road 30) and thence run North 55 degrees 38 minutes 07 seconds West 1387.72 feet to a point on the Westerly right of way line of R. Jackson Boulevard (formerly Beckrich Road), thence run North 34 degrees 26 minutes 02 seconds East, along said Westerly right of way line, 349.80 feet to a nail & disc marking the intersection of the Westerly right of way line of said R. Jackson Boulevard (formerly Beckrich Road) with the Northerly right of way line of said Front Beach Road (U.S. Highway 98) (State Road 30), thence continue North 34 degrees 26 minutes 02 seconds East, along said Westerly right of way line, 200.28 feet to an iron rod marking the Northeast corner of the JTL Properties, LLC. property as described in Official Record Book 2586 page 1827 of the Public Records of Bay County, Florida for the POINT OF BEGINNING, thence departing said Westerly right of way line and from said Point of Beginning run North 55 degrees 38 minutes 14 seconds West, along the Northerly boundary line of said JTL Properties, LLC. property, 9.54 feet to a point, said point being on a curve concave to the Northwest, thence departing said JTL Properties, LLC. parcel run in a Northeasterly direction along said curve having a radius of 4967.0 feet, through a central angle of 00 degrees 27 minutes 22 seconds for an arc length of 39.53 feet, chord of said arc being North 33 degrees 57 minutes 03 seconds East 39.53 feet to a point on the Southerly boundary line of the Tommy M. Cooley property as described in Official Record Book 994 page 321 of the Public Records of said Bay County, Florida, thence run South 55 degrees 37 minutes 59 seconds East 9.82 feet to an iron rod marking the Southeast corner of said Cooley property and being on the Westerly right of way line of said R. Jackson Boulevard (formerly Beckrich Road), said iron rod being on a curve concave to the Northwest, thence run in a Southwesterly direction along said Westerly right of way line and curve having a radius of 4909.26 feet, through a central angle of 00 degrees 16 minutes 36 seconds for an arc length of 23.70 feet, chord of said arc being South 34 degrees 17 minutes 44 seconds West 23.70 feet to a nail & disc, thence run South 34 degrees 26 minutes 02 seconds West, along said Westerly right of way line, 15.83 feet to the Point of Beginning.

DESCRIPTION: NEW PARCEL 4A

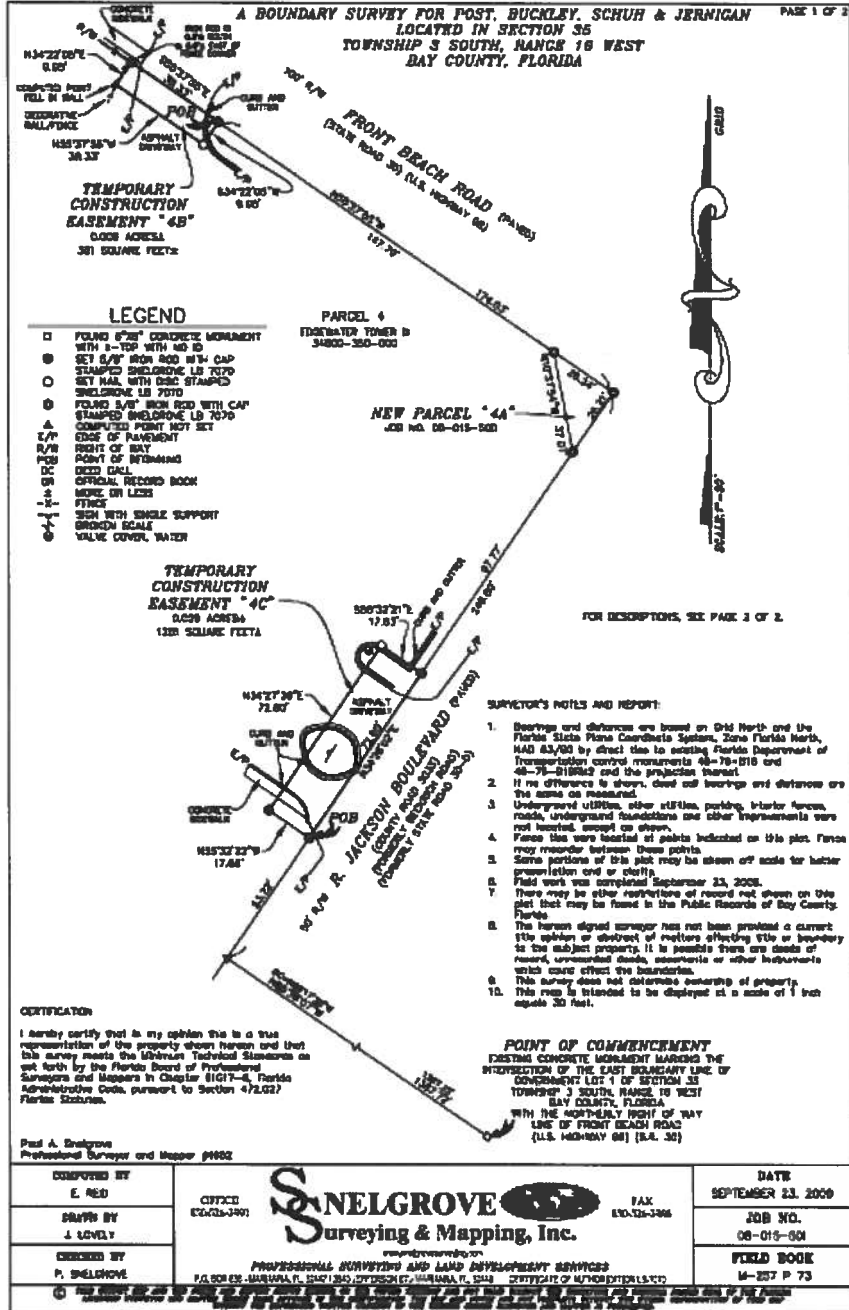
DESCRIPTION: NEW PARCEL 4A

Commence at an existing concrete monument marking the intersection of the East boundary line of Original Government Lot 1 of Section 35, Township 3 South, Range 16 West, Bay County, Florida with the Northerly right of way line of Front Beach Road (U.S. Highway 98) (State Road 30) and thence run North 55 degrees 38 minutes 07 seconds West 1387.72 feet to a point on the Westerly right of way line of Beckrich Road, thence run North 34 degrees 26 minutes 02 seconds East, along said Westerly right of way line, 249.80 feet to an iron rod marking the Northeasterly corner of the Edgewater Tower III property (Tax ID Number 34800-350-000) and being the intersection of the Westerly right of way line of said Beckrich Road with the Southerly right of way line of said Front Beach Road (U.S. Highway 98) (State Road 30) for the POINT OF BEGINNING, thence from said Point of Beginning run South 34 degrees 26 minutes 02 seconds West, along the Westerly right of way line of said Beckrich Road, 26.21 feet to an iron rod, thence departing said Westerly right of way line run North 10 degrees 37 minutes 54 seconds West 37.07 feet to an iron rod on the Southerly right of way line of said Front Beach Road (U.S. Highway 98) (State Road 30), thence run South 55 degrees 37 minutes 55 seconds East, along said Southerly right of way line, 26.24 feet to the Point of Beginning.

EXHIBIT B
(TEMPORARY CONSTRUCTION EASEMENTS)

DESCRIPTION: TEMPORARY CONSTRUCTION EASEMENT 1B

Commence at an existing concrete monument marking the intersection of the East boundary line of Original Government Lot 1 of Section 35, Township 3 South, Range 16 West, Bay County, Florida with the Northerly right of way line of Front Beach Road (U.S. Highway 98) (State Road 30) and thence run North 55 degrees 38 minutes 07 seconds West 1387.72 feet to a point on the Westerly right of way line of R. Jackson Boulevard (formerly Beckrich Road), thence run North 34 degrees 26 minutes 02 seconds East, along said Westerly right of way line, 349.80 feet to a nail & disc marking the intersection of the Westerly right of way line of said R. Jackson Boulevard (formerly Beckrich Road) with the Northerly right of way line of said Front Beach Road (U.S. Highway 98) (State Road 30), thence continue North 34 degrees 26 minutes 02 seconds East, along said Westerly right of way line, 200.28 feet to an iron rod marking the Northeast corner of the JTL Properties, LLC. property as described in Official Record Book 2586 page 1827 of the Public Records of Bay County, Florida, thence run North 55 degrees 38 minutes 14 seconds West, along the Northerly boundary line of said JTL Properties, LLC. property, 9.54 feet to the POINT OF BEGINNING, said point being on a curve concave to the Northwest, thence departing said JTL Properties, LLC. parcel and from said Point of Beginning run in a Northeasterly direction along said curve having a radius of 4967.0 feet, through a central angle of 00 degrees 27 minutes 22 seconds for an arc length of 39.53 feet, chord of said arc being North 33 degrees 57 minutes 03 seconds East 39.53 feet to a point on the Southerly boundary line of the Tommy M. Cooley property as described in Official Record Book 994 page 321 of the Public Records of said Bay County, Florida, thence run North 55 degrees 37 minutes 59 seconds West, along said Southerly boundary line, 9.05 feet to an iron rod, thence departing said Southerly boundary line run South 33 degrees 57 minutes 42 seconds West 39.53 feet to a nail and disc on the Northerly boundary line of said JTL Properties, LLC. property, thence run South 55 degrees 38 minutes 14 seconds East, along said Northerly boundary line, 9.06 feet to the Point of Beginning.



A BOUNDARY SURVEY FOR POST, BUCKLEY, SCHUH & JERNIGAN
 LOCATED IN SECTION 35
 TOWNSHIP 3 SOUTH, RANGE 18 WEST
 BAY COUNTY, FLORIDA

PAGE 1 OF 2

- LEGEND**
- FOUND 6"X6" CONCRETE MONUMENT WITH 8-TOP WITH NO ID
 - SET 5/8" IRON ROD WITH CAP STAMPED SHEL GROVE LB 7070
 - SET NAIL WITH DISC STAMPED SHEL GROVE LB 7070
 - FOUND 5/8" IRON ROD WITH CAP STAMPED SHEL GROVE LB 7070
 - △ COMPUTED POINT NOT SET
 - EDGE OF PAVEMENT
 - R/W RIGHT OF WAY
 - POINT OF BEGINNING
 - DC DEED CALL
 - OR OFFICIAL RECORD BOOK
 - S SIGN ON LOTS
 - T TIE
 - SIGN WITH SINGLE SUPPORT
 - BROKEN SCALE
 - VALVE COVER, WATER

- SURVEYOR'S NOTES AND REPORT:**
1. Bearings and distances are based on Old North and the Florida State Plane Coordinate System, Zone Florida North, NAD 83/00 by direct ties to existing Florida Department of Transportation control monuments 48-79-B16 and 48-79-B19A2 and the projection nearest.
 2. If no difference is shown, dual end bearings and distances are the same as measured.
 3. Underground utilities, other utilities, parking, water lines, roads, underground foundations and other improvements were not located, except as shown.
 4. Fences lines were located at points indicated on this plot. Fences may meander between these points.
 5. Some portions of this plot may be shown off scale for better presentation and or clarity.
 6. Field work was completed September 23, 2008.
 7. There may be other restrictions of record not shown on this plot that may be found in the Public Records of Bay County, Florida.
 8. The herein signed 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 deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.
 9. This survey does not determine ownership of property.
 10. This map is intended to be displayed at a scale of 1 inch equals 30 feet.

CERTIFICATION

I hereby certify that in my opinion this is a true representation of the property shown herein and that this survey meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 11C17-4, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

POINT OF COMMENCEMENT
 EXISTING CONCRETE MONUMENT MARKING THE INTERSECTION OF THE EAST BOUNDARY LINE OF GOVERNMENT LOT 4 OF SECTION 35 TOWNSHIP 3 SOUTH, RANGE 18 WEST BAY COUNTY, FLORIDA WITH THE NORTHERLY RIGHT OF WAY LINE OF FRONT BEACH ROAD (U.S. HIGHWAY 90) (S.A. 30)

Paul A. Shelgrove Professional Surveyor and Mapper #1482		<p>SHEL GROVE Surveying & Mapping, Inc. PROFESSIONAL SURVEYING AND LAND DEVELOPMENT SERVICES PALM BEACH, FLORIDA • DUNEDON, VIRGINIA • DALLAS, TEXAS • CHICAGO, ILLINOIS • ST. LOUIS, MISSOURI • TAMPA, FLORIDA</p>	DATE SEPTEMBER 23, 2008	
DESIGNED BY E. REID	OFFICE (561) 321-3301		FAX (561) 321-3306	JOB NO. 08-015-004
DRAWN BY J. LEVELY				FIELD BOOK M-257 P 73

DESCRIPTION: TEMPORARY CONSTRUCTION EASEMENT 4B

Commence at an existing concrete monument marking the intersection of the East boundary line of Original Government Lot 1 of Section 35, Township 3 South, Range 10 West, Bay County, Florida with the Northernly right of way line of Front Beach Road (U.S. Highway 98) (State Road 30) and thence run North 55 degrees 38 minutes 07 seconds West 1387.72 feet to a point on the Westerly right of way line of R. Jackson Boulevard (formerly Beckrich Road), thence run North 34 degrees 26 minutes 02 seconds East, along said Westerly right of way line, 248.00 feet to an iron rod at the intersection of the Westerly right of way line of said R. Jackson Boulevard (formerly Beckrich Road) with the Southerly right of way line of said Front Beach Road (U.S. Highway 98) (State Road 30), thence run North 55 degrees 37 minutes 55 seconds West, along the Southerly right of way line of said Front Beach Road, 174.03 feet to an iron rod for the POINT OF BEGINNING, thence departing said Southerly right of way line and from said Point of Beginning run South 34 degrees 22 minutes 05 seconds West 8.55 feet to a nail & disc, thence run North 55 degrees 37 minutes 55 seconds West 38.33 feet to a point, thence run North 34 degrees 22 minutes 05 seconds East 8.85 to an iron rod on the Southerly right of way line of said Front Beach Road, thence run South 55 degrees 37 minutes 55 seconds East, along said Southerly right of way line, 38.33 feet to the Point of Beginning.

DESCRIPTION: TEMPORARY CONSTRUCTION EASEMENT 4C

Commence at an existing concrete monument marking the intersection of the East boundary line of Original Government Lot 1 of Section 35, Township 3 South, Range 10 West, Bay County, Florida with the Northernly right of way line of Front Beach Road (U.S. Highway 98) (State Road 30) and thence run North 55 degrees 38 minutes 07 seconds West 1387.72 feet to a point on the Westerly right of way line of R. Jackson Boulevard (formerly Beckrich Road), thence run North 34 degrees 26 minutes 02 seconds East, along said Westerly right of way line, 53.22 feet to an iron rod for the POINT OF BEGINNING, thence departing said Westerly right of way line and from said Point of Beginning run North 55 degrees 32 minutes 22 seconds West 17.68 feet to an iron rod, thence run North 34 degrees 27 minutes 39 seconds East 72.80 feet to a nail & disc, thence run South 55 degrees 32 minutes 21 seconds East 17.63 to an iron rod on the Westerly right of way line of said R. Jackson Boulevard (formerly Beckrich Road), thence run South 34 degrees 26 minutes 02 seconds West, along said Westerly right of way line, 72.80 feet to the Point of Beginning.

<p>COMPILED BY L. REED</p>	<p>CITY 320.626-3361</p>  <p>FAX 320.626-3368</p>	<p>DATE SEPTEMBER 23, 2000</p>
<p>DRAWN BY J. LEVET</p>		<p>JOB NO. 06-015-60</p>
<p>CHECKED BY P. SNELGROVE</p>		<p>FIELD BOOK M-257 P. 73</p>
<p><small>PROFESSIONAL SURVEYING AND LAND DEVELOPMENT SERVICES PALM BEACH, FLORIDA, U.S.A. 33401-2700 (TEL: 320.626.3361 FAX: 320.626.3368) CERTIFICATE OF AUTHORIZATION 15-772</small></p>		