

RESOLUTION NO. 24-129

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING PURCHASE AND SALE AGREEMENTS FOR LAND NEEDED FOR THE FRONT BEACH ROAD SEGMENT 4.2 PROJECT IN THE TOTAL AMOUNT OF \$237,747.60.

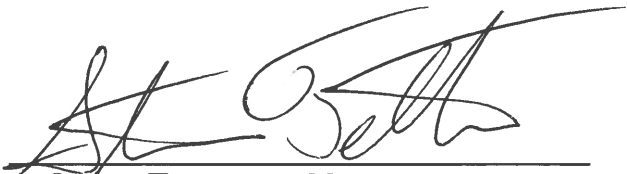
BE IT RESOLVED that:

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Purchase and Sale Agreement between the City and RI Beach, LLC, relating to the City's acquisition of land for the Front Beach Road Segment 4.2 Project in the basic amount of Thirty-One Thousand Nine Hundred Seventy-Five Dollars and Eighty Cents (\$31,975.80), 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.
2. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Purchase and Sale Agreement between the City and Bennett's Reef, Inc., relating to the City's acquisition of land for the Front Beach Road Segment 4.2 Project in the basic amount of Ninety-Seven Thousand One Hundred Fifty-Six Dollars and Ninety Cents (\$97,156.90), in substantially the form **attached** as Exhibit B 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.
3. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Purchase and Sale Agreement between the City and Seahaven Properties, Inc., relating to the City's acquisition of land for the Front Beach Road Segment 4.2 Project in the basic amount of One Hundred Eight Thousand Six Hundred Fourteen Dollars and Ninety Cents (\$108,614.90), in substantially the form **attached** as Exhibit C 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 9th day of May, 2024.

CITY OF PANAMA CITY BEACH

By: 
Stuart Tettemer, Mayor

ATTEST:


Lynne Fasone, City Clerk

**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 4.2
Parcel No.: 715A & 715B
Tax ID No.: 34487-010-000 & 34487-000-000

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2024 by and between RI Beach, 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 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 #34487-010-000, Bay County, Florida, containing 368 square feet, more or less, referred to as parcel 715A and as that portion of Tax ID #34487-000-000, Bay County, Florida, containing 192 square feet, more or less, referred to as parcel 715B (Temporary Construction Easements).

Property Address or description of its location: 14508 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 _____ Permanent Electric Utility Easement
- Parcel 715A Temporary Construction Easement
- Parcel 715B 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 Utility Easement	\$ 0.00
Temporary Construction Easement – Parcel 715A	\$ 11,200.00
Temporary Construction Easement – Parcel 715B	<u>\$ 5,800.00</u>

c. Total Real Property

\$ 17,000.00

d. Incentive (see paragraph 5)

Parcel _____ Fee Simple	\$ 0.00
Parcel _____ Permanent Electric Utility Easement	\$ 0.00
Parcel <u>715A</u> Temporary Construction Easement	\$ 6,860.00
Parcel <u>715B</u> Temporary Construction Easement	\$ 4,400.00

e. Total Offer Amount

\$ 28,260.00

III. FEES AND COSTS*

- a. Attorney fees and costs** \$ 3,715.80
- b. Expert costs, if any, will be paid pursuant to Florida Statutes 73.091 at closing.

* 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 and/or Counsel 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. Therefore, at the time the lawsuit is filed, the total offer for the Property will be reduced to **\$17,000.00**.

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:

- Parcel _____ Warranty Deed
- Parcel _____ Permanent Electric Utility Easement
- Parcel 715A & 715B Temporary Construction 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" exceeds \$25,000.00 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.

[X] There is an addendum to this agreement. Page 4 is made part of this agreement.

[] There is not an addendum to this agreement.

IN WITNESS WHEREOF, Seller and Buyer hereby acknowledge that their signatures as Seller and Buyer below constitute their acceptance of this agreement.

SELLER(S):

RI BEACH, LLC



Signature

Date

Neil S. Bennett

Type or Print Name

As its:

Managing Member
Title

BUYER:

CITY OF PANAMA CITY BEACH

BY:

Signature

Date

Drew Whitman, City Manager

Type or Print Name and Title

ATTEST:

Lynne Fasone, City Clerk

/s/ Amy Myers
Approved as to Form

Amy Myers, City Attorney
Type or Print Name

Date

Delivered By

Type or Print Name

Date

Receipt Acknowledged By

Type or Print Name

Date

**ADDENDUM TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL
PROPERTY INTERESTS IN BAY COUNTY
CITY OF PANAMA CITY BEACH**

Project: Front Beach Road Segment 4.2
Parcel No.: 715A & 715B

THIS ADDENDUM (the "Addendum") is attached to and shall form part of the Agreement for the Purchase and Sale of Real Property Interests entered the ____ day of _____, 2024 between **RI Beach, LLC** ("Seller") and the **CITY OF PANAMA CITY BEACH** ("Buyer") (the "Agreement"). In the event of any conflict between the terms of the Agreement and the terms of this Addendum, then the terms of this Addendum shall control.

1. All terms defined in the Agreement shall have the same meaning when used in this Addendum.
2. With respect to the construction work within the Temporary Construction Easements parcels 715A and parcel 715B for the purpose of sloping, grading, tying in, and reconnecting existing features of the property located at 14508 Front Beach Road, Panama City Beach, Florida 32413 with the new roadway improvements to be constructed and for harmonizing the transition from the new roadway, Buyer and its contractors shall use commercially reasonable efforts not to close or entirely block or cause to be closed or entirely blocked the driveway leading to the Seller's property or the drive aisles upon and across Seller's property during business hours. In the event circumstances dictate that a driveway or drive aisle be closed during business hours incident to this work, Buyer covenants and agrees that at no time shall such driveway or drive aisle be more than 50% closed or obstructed, and continuous access through the driveway or drive aisle shall be maintained on the remaining 50% of the driveway or drive aisle so as to allow access over and across the Seller's property by means of the existing drive aisles, and ingress and egress by Seller, its tenant, and guests and invitees of the tenant. In the event of the permitted closure of any of the driveways or drive aisles, partial or otherwise, such closure shall not last longer than 24 hours.

Seller's Initials 

Buyer's Initials _____

EXHIBIT "A"

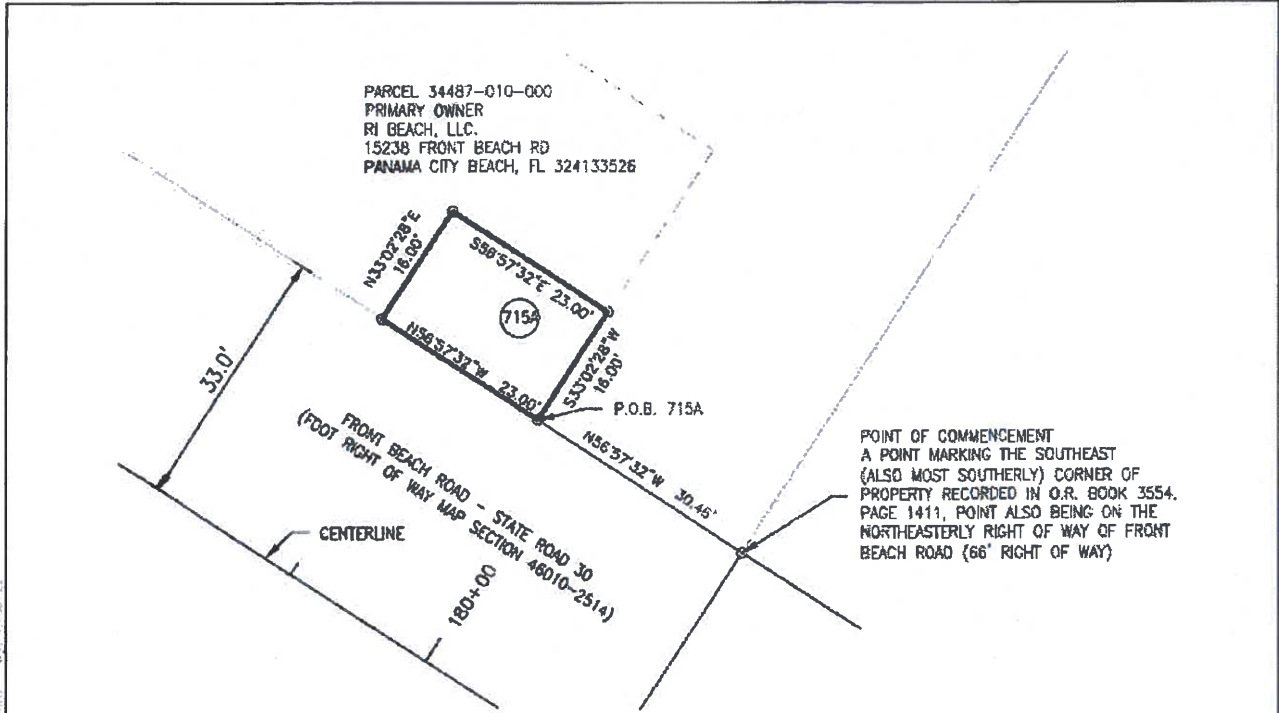
TO

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

Sketch of Description Parcel 715A

Sketch of Description Parcel 715B

EXHIBIT A



LEGAL DESCRIPTION: TEMPORARY CONSTRUCTION EASEMENT 715A
14508 FRONT BEACH ROAD

A PARCEL OF LAND LYING AND BEING IN SECTION 28, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT MARKING THE SOUTHEAST (ALSO MOST SOUTHERLY) CORNER OF PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 3554, PAGE 1411, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (POINT ALSO BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF FRONT BEACH ROAD (66' RIGHT OF WAY) AND PROCEED NORTH 56 DEGREES 57 MINUTES 32 SECONDS WEST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 30.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 56 DEGREES 57 MINUTES 32 SECONDS WEST, ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 23.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE PROCEED NORTH 33 DEGREES 02 MINUTES 28 SECONDS EAST, FOR A DISTANCE OF 16.00 FEET; THENCE SOUTH 56 DEGREES 57 MINUTES 32 SECONDS EAST, FOR A DISTANCE OF 23.00 FEET; THENCE SOUTH 33 DEGREES 02 MINUTES 28 SECONDS WEST, FOR A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 368.00 SQUARE FEET.

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.

LEGEND:
R/W = RIGHT OF WAY
NO. = NUMBER
P.O.B. = POINT OF BEGINNING
RWT = RIGHT OF WAY TAKING
-||- = LINE NOT TO SCALE

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

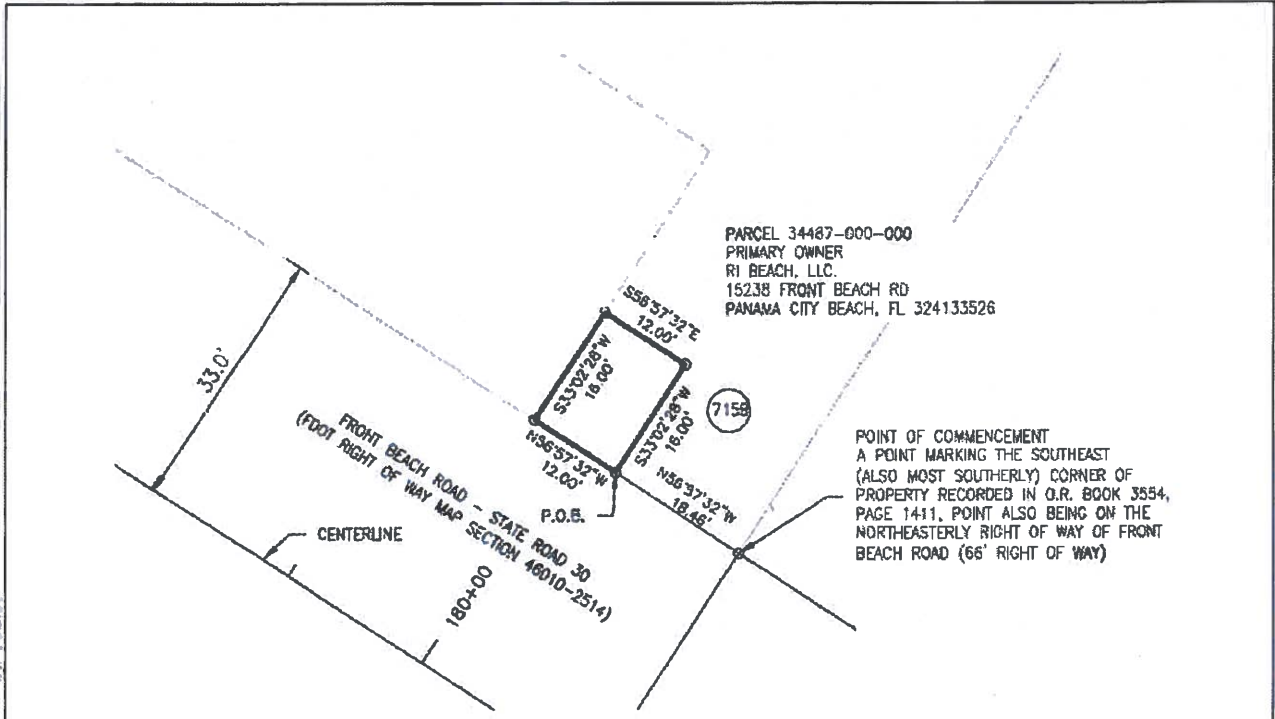
Dewberry
DEWBERRY ENGINEERS INC.
203 ABERDEEN PARKWAY
PANAMA CITY, FLORIDA 32405
PHONE: 850.622.0644 FAX: 850.622.1011
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

SKETCH OF DESCRIPTION		
TEMPORARY CONSTRUCTION EASEMENT 715A 14508 FRONT BEACH ROAD CITY OF PANAMA CITY BEACH CRA PHASE 4.2		
FB/PG: N.A.	FLD DATE: N.A.	SCALE: 1"=20'

DRAWING DATE:	PROJECT NO.
04/24/2023	50104124
BY:	
DJB	
APPROVED BY:	S1
JHG	

D:\Projects\14508 Front Beach Road\14508 Front Beach Road.dwg 7/15/23 2:48:24 PM 2023/07/15 14:00:00

EXHIBIT A (cont.)



PARCEL 34487-000-000
 PRIMARY OWNER
 RI BEACH, LLC.
 15238 FRONT BEACH RD
 PANAMA CITY BEACH, FL 324133526

POINT OF COMMENCEMENT
 A POINT MARKING THE SOUTHEAST
 (ALSO MOST SOUTHERLY) CORNER OF
 PROPERTY RECORDED IN O.R. BOOK 3554,
 PAGE 1411, POINT ALSO BEING ON THE
 NORTHEASTERLY RIGHT OF WAY OF FRONT
 BEACH ROAD (66' RIGHT OF WAY)

LEGAL DESCRIPTION: TEMPORARY CONSTRUCTION EASEMENT 715B
 14508 FRONT BEACH ROAD

A PARCEL OF LAND LYING AND BEING IN SECTION 28, TOWNSHIP 3 SOUTH, RANGE 16 WEST,
 BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT MARKING THE SOUTHEAST (ALSO MOST SOUTHERLY) CORNER OF
 PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 3554, PAGE 1411, OF THE PUBLIC RECORDS
 OF BAY COUNTY, FLORIDA (POINT ALSO BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF
 FRONT BEACH ROAD (66' RIGHT OF WAY) AND PROCEED NORTH 56 DEGREES 57 MINUTES 32
 SECONDS WEST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 18.46
 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 56 DEGREES 57 MINUTES 32
 SECONDS WEST, ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 12.00 FEET; THENCE LEAVING
 SAID RIGHT OF WAY LINE PROCEED NORTH 33 DEGREES 02 MINUTES 28 SECONDS EAST, FOR
 A DISTANCE OF 16.00 FEET; THENCE SOUTH 56 DEGREES 57 MINUTES 32 SECONDS EAST, FOR
 A DISTANCE OF 12.00 FEET; THENCE SOUTH 33 DEGREES 02 MINUTES 28 SECONDS WEST, FOR
 A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.
 CONTAINING 192.00 SQUARE FEET.

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.

LEGEND:
 R/W = RIGHT OF WAY
 NO. = NUMBER
 P.O.B. = POINT OF BEGINNING
 RWT = RIGHT OF WAY TAKING
 -||- = LINE NOT TO SCALE

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

<p>Dewberry DEWBERRY ENGINEERS INC. 203 ABERDEEN PARKWAY PANAMA CITY, FLORIDA 32405 PHONE: 850.522.0544 FAX: 850.522.1011 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION NO. LB 8011</p>	SKETCH OF DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT 715B 14508 FRONT BEACH ROAD CITY OF PANAMA CITY BEACH CRA PHASE 4.2		DRAWING DATE: 08/24/2023	PROJECT NO. 50104124
			BY: DJB	S1
			APPROVED BY: JHG	
	FB/PG: N.A.	FLD DATE: N.A.	SCALE: 1"=20'	

EXHIBIT "B"

TO

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

Conveyance Document – TCE 715A & 715B

The following instrument was prepared under the supervision of:
Hand Arendall Harrison Sale, LLC
Amy E. Myers, Esquire
304 Magnolia Avenue
Panama City, FL 32401
Parcel Identification Number: 34487-010-000 & 34487-000-000 / P715A & 715B

Parcel No: 715A & 715B
Project: Front Beach Road Segment 4.2
County: Bay

TEMPORARY EASEMENT

THIS EASEMENT made this ____ day of _____, 2024, by and between **RI Beach, LLC**, grantor, and the **CITY OF PANAMA CITY BEACH**, whose address is 15238 Front Beach Road, 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:

Parcel 715A

A PARCEL OF LAND LYING AND BEING IN SECTION 28, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A POINT MARKING THE SOUTHEAST (ALSO MOST SOUTHERLY) CORNER OF PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 3554, PAGE 1411, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (POINT ALSO BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF FRONT BEACH ROAD (66' RIGHT OF WAY) AND PROCEED NORTH 56 DEGREES 57 MINUTES 32 SECONDS WEST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 30.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 56 DEGREES 57 MINUTES 32 SECONDS WEST, ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 23.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE PROCEED NORTH 33 DEGREES 02 MINUTES 28 SECONDS EAST, FOR A DISTANCE OF 16.00 FEET; THENCE SOUTH 56 DEGREES 57 MINUTES 32 SECONDS EAST, FOR A DISTANCE OF 23.00 FEET; THENCE SOUTH 33 DEGREES 02 MINUTES 28 SECONDS WEST, FOR A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING. CONTAINING 368.00 SQUARE FEET.

Parcel 715B

A PARCEL OF LAND LYING AND BEING IN SECTION 28, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A POINT MARKING THE SOUTHEAST (ALSO MOST SOUTHERLY) CORNER OF PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 3554, PAGE 1411, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (POINT ALSO BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF FRONT BEACH ROAD (66' RIGHT OF WAY) AND PROCEED NORTH 56 DEGREES 57 MINUTES 32 SECONDS WEST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 18.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 56 DEGREES 57 MINUTES 32 SECONDS WEST, ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 12.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE PROCEED NORTH 33 DEGREES 02 MINUTES 28 SECONDS EAST, FOR A DISTANCE OF 16.00 FEET; THENCE SOUTH 56 DEGREES 57 MINUTES 32 SECONDS EAST, FOR A DISTANCE OF 12.00 FEET; THENCE SOUTH 33 DEGREES 02 MINUTES 28 SECONDS WEST, FOR A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING. CONTAINING 192.00 SQUARE FEET.

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 construction start date of the Project (Notice to Proceed date) or until the completion of construction of the Project which is anticipated to be the last day of December 2027, whichever occurs earlier.

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)

Brenda F. Liles
1st witness signature

Brenda F. Liles
Print 1st witness name

15238 Front Beach Rd
1st witness address

Panama City Beach, FL 32413

[Signature]
2nd witness signature

Michael Johnson
Print 2nd witness name

15238 Front Beach Rd
2nd witness address

Panama City Beach FL, 32413

Neel S. Bennett

By: [Signature]
Print Name: Neel S. Bennett

Its: Managing Member
Title

Address of grantor:

STATE OF FLORIDA

COUNTY OF Bay

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me by means of physical presence or online notarization this 19th day of February, 2024 by Neal S. Bennett, who is personally known to me or has produced _____ as identification. (Type of Identification)



SHERRY M. RICE
Commission # HH 222026
Expires May 28, 2026

[Signature]
NOTARY PUBLIC SIGNATURE

Sherry M Rice
Notary Print Name

My Commission Expires: May 28, 2026

**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 4.2
Parcel No.: 800A
Tax ID No.: 33773-000-000

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2024 by and between **Bennett's Reef, Inc.** (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 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 #33773-000-000, Bay County, Florida, containing 740.42 square feet, more or less, referred to as parcel 800A (Permanent Electric Utility Easement).

Property Address or description of its location: 15240 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*, and in response to Seller Principals' request from Buyer to acquire the Property in lieu of acquiring another property held by the same principals under the ownership of BR North, LLC for which an offer was made on 11/16/2023 for that portion of Tax ID #33768-011-000, Bay County, Florida, containing 775.49 square feet, more or less, which was referred to as parcel 800 Permanent Electric Utility Easement, located at 15238 Front Beach Road, Panama City Beach, Florida 32413 (hereinafter "Parcel 800"), and Buyer agreed to a design change to accommodate this request, rescinded that offer of 11/16/2023 for Parcel 800, and is providing this Offer And Agreement for the Property.
- 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 800A Permanent Electric Utility Easement
 - Parcel _____ 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 Utility Easement – Parcel 800A	\$ 64,000.00
Temporary Construction Easement	\$ 0.00
c. Total Real Property	<u>\$ 64,000.00</u>
d. Incentive (see paragraph 5)	
Parcel <u>800A</u> Permanent Electric Utility Easement	\$ 24,930.00
Parcel _____ Temporary Construction Easement	\$ 0.00
e. Total Offer Amount	<u>\$ 88,930.00</u>

III. FEES AND COSTS*

- a. Attorney fees and costs** \$ 8,226.90
- b. Expert costs, if any, will be paid pursuant to Florida Statutes 73.091 at closing.

* 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 and/or Counsel 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. Therefore, at the time the lawsuit is filed, the total offer for the Property will be reduced to \$64,000.00.

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:

- Parcel _____ Fee Simple
- Parcel 800A Permanent Electric Utility Easement
- Parcel _____ Temporary Construction 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" exceeds \$25,000.00 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. Page ____ is made part of this agreement

[X] There is not an addendum to this agreement.

IN WITNESS WHEREOF, Seller and Buyer hereby acknowledge that their signatures as Seller and Buyer below constitute their acceptance of this agreement.

SELLER(S):

BENNETT'S REEF, INC.

MB 3-26-24
Signature Date

Michael Bennett, President

Type or Print Name

BUYER:

CITY OF PANAMA CITY BEACH

BY:

Signature Date

Acknowledged and Agreed by BR, North, LLC:

MB 3-26-24
Signature Date

Michael Bennet, MGR

Type or Print Name

Drew Whitman, City Manager

Type or Print Name and Title

ATTEST:

Lynne Fasone, City Clerk

/s/ Amy Myers
Approved as to Form

Amy Myers, CRA Attorney
Type or Print Name

Date

Delivered By

Type or Print Name

Date

Receipt Acknowledged By

Type or Print Name

Date

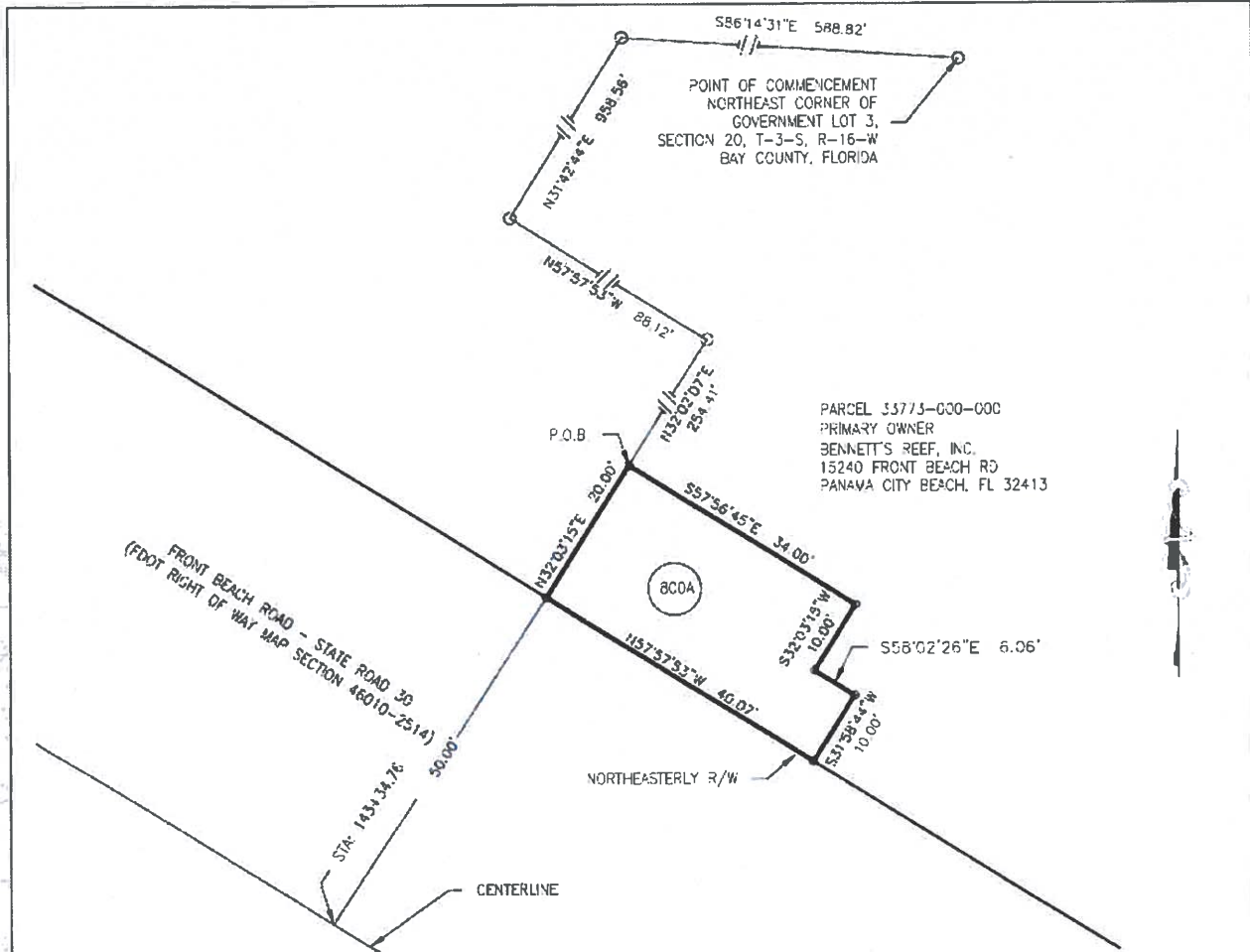
EXHIBIT "A"

TO

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

Parcel Sketch of Description (next page)

EXHIBIT A



PARCEL 5575-000-000
 PRIMARY OWNER
 BENNETT'S REEF, INC.
 15240 FRONT BEACH RD
 PANAMA CITY BEACH, FL 32413

LEGAL DESCRIPTION: FPL PERMANENT EASEMENT 800A

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

COMMENCE AT THE NORTHEAST CORNER OF GOVERNMENT LOT 3, SECTION 20, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND PROCEED NORTH 86 DEGREES 14 MINUTES 31 SECONDS WEST, FOR A DISTANCE OF 588.82 FEET; THENCE SOUTH 31 DEGREES 42 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 958.56 FEET; THENCE SOUTH 57 DEGREES 57 MINUTES 53 SECONDS EAST, FOR A DISTANCE OF 88.12 FEET; THENCE SOUTH 32 DEGREES 02 MINUTES 07 SECONDS WEST, FOR A DISTANCE OF 254.41 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 57 DEGREES 56 MINUTES 45 SECONDS EAST, FOR A DISTANCE OF 34.00 FEET; THENCE SOUTH 32 DEGREES 03 MINUTES 15 SECONDS WEST, FOR A DISTANCE OF 10.00 FEET; THENCE SOUTH 58 DEGREES 02 MINUTES 26 SECONDS EAST, FOR A DISTANCE OF 6.06 FEET; THENCE SOUTH 31 DEGREES 58 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 10.00 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF FRONT BEACH ROAD; THENCE NORTH 57 DEGREES 57 MINUTES 53 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 40.07 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE PROCEED NORTH 32 DEGREES 03 MINUTES 15 SECONDS EAST, FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.
 CONTAINING 740.42 SQUARE FEET OR 0.017 ACRES, MORE OR LESS.

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.

LEGEND:
 R/W = RIGHT OF WAY
 NO. = NUMBER
 P.C.B. = POINT OF BEGINNING
 RWT = RIGHT OF WAY TAKING
 -||- = LINE NOT TO SCALE

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

<p>Dewberry DEWBERRY ENGINEERS INC. 203 ABERDEEN PARKWAY PANAMA CITY, FLORIDA 32406 PHONE: 850.522.0844 FAX 850.522.1011 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION NO. LB 8011</p>	SKETCH OF DESCRIPTION FPL PERMANENT EASEMENT 800A 15240 FRONT BEACH ROAD CITY OF PANAMA CITY BEACH GRA PHASE 4.2		DRAWING DATE 03/07/2024	PROJECT NO. 50104124
	FB/P/C: N.A.	FLD DATE: N.A.	SCALE: 1"=20'	BY: DJB APPROVED BY: NH

EXHIBIT "B"

TO

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

Permanent Electrical Utility Easement (next page)

PERMANENT ELECTRIC UTILITY EASEMENT

THE CITY OF PANAMA CITY BEACH, FLORIDA

Page 1 of 2

	UNDERGROUND EASEMENT (BUSINESS) This Instrument Prepared By:
Section 20, Township 3S, Range 16W	Name: Amy Myers, CRA Attorney
Parcel ID # (Maintained by County Appraiser): 33773-000-000	Co. Name: Hand Arendall Harrison Sale
Project: Front Beach Road Segment 4.2 Parcel #: 800A County: Bay	Address: 304 Magnolia Avenue Panama City, FL 32401

The undersigned, **BENNETT'S REEF, INC.**, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to the City of Panama City Beach Florida its affiliates, licensees, agents, successors, and assigns (the City), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

(Continued on Page 2)

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 2024.

Signed, sealed and delivered in the presence of:

Brenda Liles
(1st Witness Signature)

By: [Signature]
Print Name: Mike Bennett

Print Name: Brenda Liles
(1st Witness)

Print Address: 15258 Front Beach Rd
Panama City Beach, FL 32413

Print Address: 15238 Front Beach Rd.
PCB, FL 32413
(1st Witness)

By: _____
Print Name: _____

[Signature]
(2nd Witness' Signature)

Print Address: _____

Print Name: Michael Johnson
(2nd Witness)

Print Address: 15238 Front Beach Rd.
PCB, FL 32413
(2nd Witness)

STATE OF Florida AND COUNTY OF Bay. The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization, this 26th day of March, 2024, by Michael Bennett, and _____ who is (are) personally known to me or has (have) produced _____ as identification.
(Type of Identification)

My Commission Expires: May 28, 2026

[Signature]
Notary Public, Signature

Print Name: Sherry M Rice

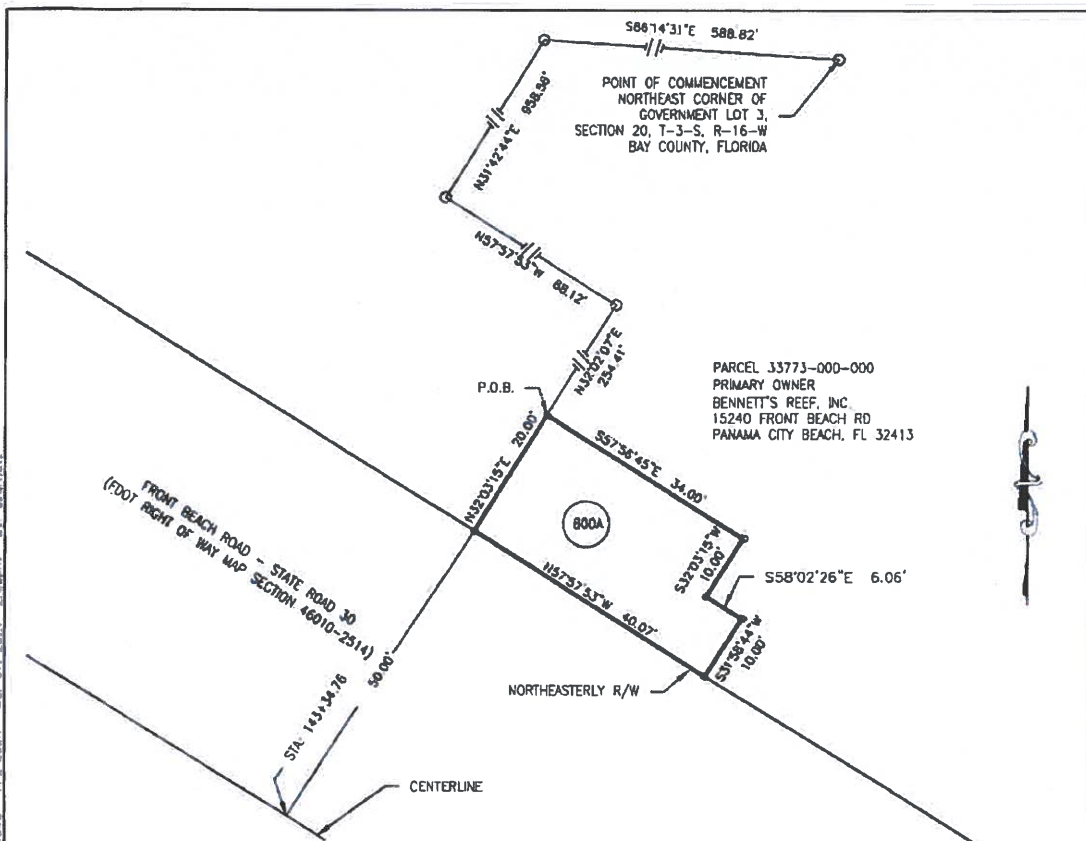
Title/Rank: _____

Serial No.: _____



SHERRY M. RICE
Commission # HH 222026
Expires May 28, 2026

Exhibit A



Drawing: curran, k., 5/11/14, 24, PDB 016, notes 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

LEGAL DESCRIPTION: FPL PERMANENT EASEMENT 800A

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

COMMENCE AT THE NORTHEAST CORNER OF GOVERNMENT LOT 3, SECTION 20, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND PROCEED NORTH 86 DEGREES 14 MINUTES 31 SECONDS WEST, FOR A DISTANCE OF 588.82 FEET; THENCE SOUTH 31 DEGREES 42 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 958.56 FEET; THENCE SOUTH 57 DEGREES 57 MINUTES 53 SECONDS EAST, FOR A DISTANCE OF 88.12 FEET; THENCE SOUTH 32 DEGREES 02 MINUTES 07 SECONDS WEST, FOR A DISTANCE OF 254.41 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 57 DEGREES 56 MINUTES 45 SECONDS EAST, FOR A DISTANCE OF 34.00 FEET; THENCE SOUTH 32 DEGREES 03 MINUTES 15 SECONDS WEST, FOR A DISTANCE OF 10.00 FEET; THENCE SOUTH 58 DEGREES 02 MINUTES 26 SECONDS EAST, FOR A DISTANCE OF 6.06 FEET; THENCE SOUTH 31 DEGREES 58 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 10.00 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF FRONT BEACH ROAD; THENCE NORTH 57 DEGREES 57 MINUTES 53 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 40.07 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE PROCEED NORTH 32 DEGREES 03 MINUTES 15 SECONDS EAST, FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 740.42 SQUARE FEET OR 0.017 ACRES, MORE OR LESS.

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2. THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT THE RESULTS OF A FIELD SURVEY.

LEGEND:
 R/W = RIGHT OF WAY
 NO. = NUMBER
 P.O.B. = POINT OF BEGINNING
 RWT = RIGHT OF WAY TAKING
 -||- = LINE NOT TO SCALE

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: 850.522.0644 FAX: 850.522.1011
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION NO. LB 8011

SKETCH OF DESCRIPTION		DRAWING DATE:	PROJECT NO.
FPL PERMANENT EASEMENT 800A 15240 FRONT BEACH ROAD CITY OF PANAMA CITY BEACH CRA PHASE 4.2		03/07/2024	50104124
FB/PG: N.A.		BY: DJB	S1
FLD DATE: N.A.		APPROVED BY: MH	
SCALE: 1"=20'			

**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 4.2
Parcel No.: 801
Tax ID No.: 33768-000-000

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2023 by and between Seahaven Properties, Inc. (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 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 #33768-000-000, Bay County, Florida, containing 874.44 square feet, more or less, referred to as parcel 801 (Permanent Electric Utility Easement).

Property Address or description of its location: 15238 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 801 Permanent Electric Utility Easement
 - Parcel _____ 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 Utility Easement – Parcel 800	\$ 72,000.00
	Temporary Construction Easement	\$ 0.00
c.	Total Real Property	\$ 72,000.00
d.	Incentive (see paragraph 5)	
	Parcel _____ Fee Simple	\$ 0.00
	Parcel <u>800</u> Permanent Electric Utility Easement	\$ 27,530.00
	Parcel _____ Temporary Construction Easement	\$ 0.00
e.	Total Offer Amount	\$ 99,530.00

III. FEES AND COSTS*

- a. Attorney fees and costs** \$ 9,084.90
b. Expert costs, if any, will be paid pursuant to Florida Statutes 73.091 at closing.

* 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 and/or Counsel 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. Therefore, at the time the lawsuit is filed, the total offer for the Property will be reduced to \$72,000.00.

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:

- Parcel _____ Fee Simple
- Parcel 801 Permanent Electric Utility Easement
- Parcel _____ Temporary Construction 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" exceeds \$25,000.00 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. Page ____ is made part of this agreement

[X] There is not an addendum to this agreement.

IN WITNESS WHEREOF, Seller and Buyer hereby acknowledge that their signatures as Seller and Buyer below constitute their acceptance of this agreement.

SELLER(S):



 Signature 2/20/24 Date

Michael Bennett

 Type or Print Name

 Signature Date

 Type or Print Name

BUYER:

CITY OF PANAMA CITY BEACH

BY:

 Signature Date

Drew Whitman, City Manager

 Type or Print Name and Title

ATTEST:

 Lynne Fasone, City Clerk

/s/ Amy Myers

 Approved as to Form

Amy Myers, CRA Attorney

 Type or Print Name Date

 Delivered By

 Type or Print Name Date

 Receipt Acknowledged By

 Type or Print Name Date

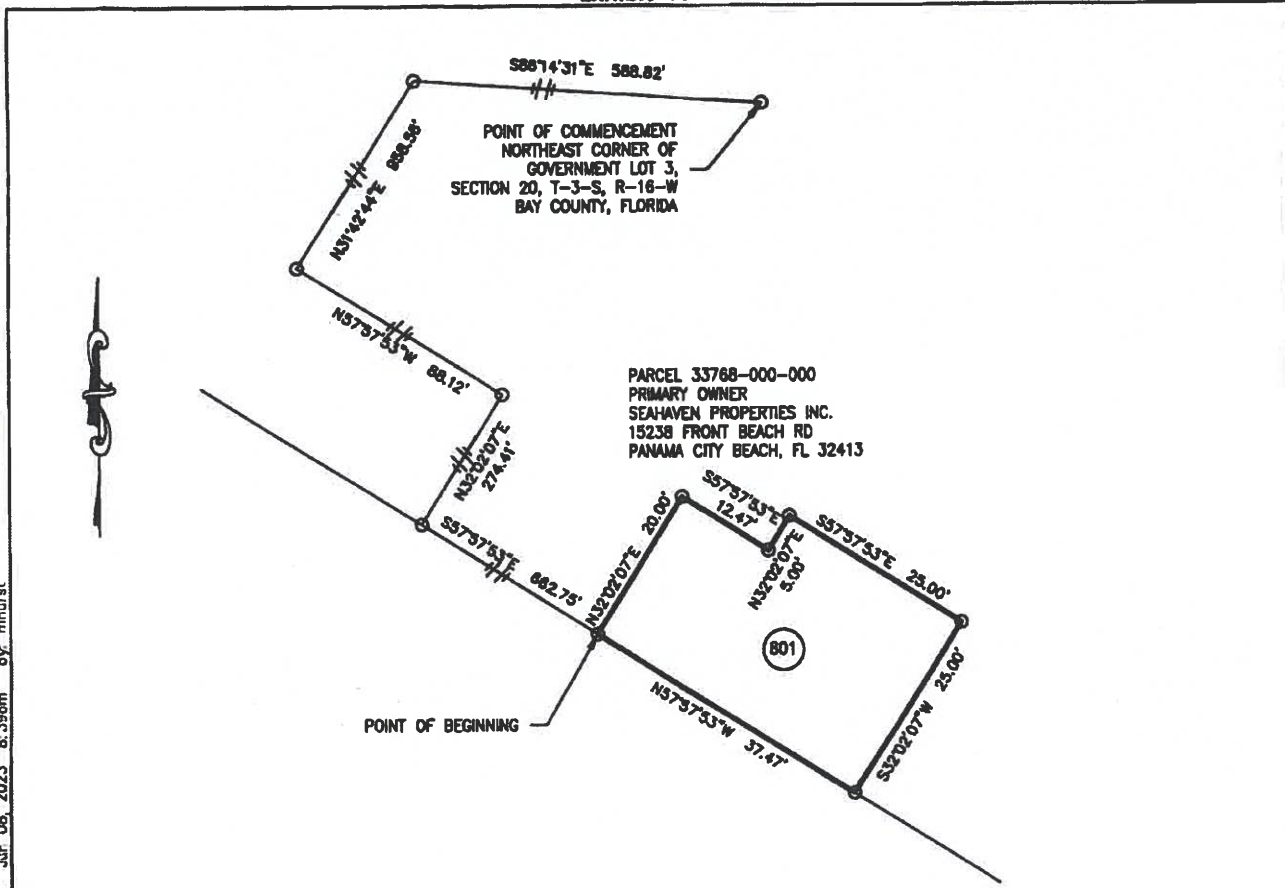
EXHIBIT "A"

TO

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

Sketch of Description Parcel 801

Exhibit "A"



PARCEL 33768-000-000
 PRIMARY OWNER
 SEAHAVEN PROPERTIES INC.
 15238 FRONT BEACH RD
 PANAMA CITY BEACH, FL 32413

Drawing name: M:\50104124_PCB CRA Phase 4.2\Survey.dwg 50104124 TEE-LA 2023.dwg FPL 801 Jur 08, 2023 8:39am by: mhurst

LEGAL DESCRIPTION: FPL PERMANENT EASEMENT 801

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

COMMENCE AT THE NORTHEAST CORNER OF GOVERNMENT LOT 3, SECTION 20, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND PROCEED NORTH 86 DEGREES 14 MINUTES 31 SECONDS WEST, FOR A DISTANCE OF 588.82 FEET; THENCE SOUTH 31 DEGREES 42 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 958.56 FEET; THENCE SOUTH 57 DEGREES 57 MINUTES 53 SECONDS EAST, FOR A DISTANCE OF 88.12 FEET; THENCE SOUTH 32 DEGREES 02 MINUTES 07 SECONDS WEST, FOR A DISTANCE OF 274.41 FEET TO THE NORTHEASTERLY RIGHT OF WAY OF FRONT BEACH ROAD; THENCE SOUTH 57 DEGREES 57 MINUTES 53 SECONDS EAST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 662.75 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE PROCEED NORTH 32 DEGREES 02 MINUTES 07 SECONDS EAST, FOR A DISTANCE OF 20.00 FEET; THENCE SOUTH 57 DEGREES 57 MINUTES 53 SECONDS EAST, FOR A DISTANCE OF 12.47 FEET; THENCE NORTH 32 DEGREES 02 MINUTES 07 SECONDS EAST, FOR A DISTANCE OF 5.00 FEET; THENCE SOUTH 57 DEGREES 57 MINUTES 53 SECONDS EAST, FOR A DISTANCE OF 25.00 FEET; THENCE SOUTH 32 DEGREES 02 MINUTES 07 SECONDS WEST, FOR A DISTANCE OF 25.00 FEET TO THE AFORESAID NORTHEASTERLY RIGHT OF WAY LINE; THENCE NORTH 57 DEGREES 57 MINUTES 53 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 37.47 FEET TO THE POINT OF BEGINNING.
 CONTAINING 874.44 SQUARE FEET OR 0.020 ACRES, MORE OR LESS.

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.

LEGEND:
 R/W = RIGHT OF WAY
 NO. = NUMBER
 P.O.B. = POINT OF BEGINNING
 RWT = RIGHT OF WAY TAKING
 -||- = LINE NOT TO SCALE

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

<p>Dewberry DEWBERRY ENGINEERS INC. 203 ABERDEEN PARKWAY PANAMA CITY, FLORIDA 32405 PHONE: 850.522.0944 FAX: 850.522.1011 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION NO. LB 8011</p>	SKETCH OF DESCRIPTION FPL PERMANENT EASEMENT 801 15238 FRONT BEACH ROAD CITY OF PANAMA CITY BEACH CRA PHASE 4.2		DRAWING DATE: 06/08/2023	PROJECT NO. 50104124
	FB/PG: N.A.		BY: D.B.	S1
	FLD DATE: N.A.		APPROVED BY: JHG	
	SCALE: 1"=20'			

EXHIBIT "B"
TO
OFFER AND AGREEMENT FOR
THE PURCHASE AND SALE OF REAL PROPERTY INTEREST(s) BAY
COUNTY
CITY OF PANAMA CITY BEACH

Conveyance Document – Permanent Electric Utility Easement 801

PERMANENT ELECTRIC UTILITY EASEMENT

THE CITY OF PANAMA CITY BEACH, FLORIDA

Page 1 of 2

	UNDERGROUND EASEMENT (BUSINESS) This Instrument Prepared By:
Section 20, Township 3S, Range 16W	Name: Amy Myers, CRA Attorney
Parcel ID # (Maintained by County Appraiser): 33768-000-000	Co. Name: Hand Arendall Harrison Sale
Project: Front Beach Road Segment 4.2 Parcel #: 801 County: Bay	Address: 304 Magnolia Avenue Panama City, FL 32401

The undersigned, **SEAHAVEN PROPERTIES, INC.**, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to the City of Panama City Beach Florida its affiliates, licensees, agents, successors, and assigns (the City), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

(Continued on Page 2)

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on 2/20/, 2024.

Signed, sealed and delivered in the presence of:

[Signature]
(1st Witness' Signature)

Print Name: Michael Johnson
(1st Witness)

Print Address: 15238 Front Bch Rd
Panama city Bch, FL 32413
(1st Witness)

[Signature]
(2nd Witness' Signature)

Print Name: Brenda F Liles
(2nd Witness)

Print Address: 15238 Front Beach Rd.
Panama City Beach, FL
32413
(2nd Witness)

By: [Signature]
Print Name: MT BENNETT

Print Address: 15238 Front Beach Rd,
Panama City Bch., FL

By: _____
Print Name: _____

Print Address: _____

STATE OF Florida AND COUNTY OF Bay. The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization, this 21st day of February, 2024, by Michael Bennett, and _____ who is (are) personally known to me or has (have) produced _____ as identification.

(Type of Identification)

My Commission Expires: May 28, 2026

[Signature]
Notary Public, Signature

Print Name: Sherry M Rice

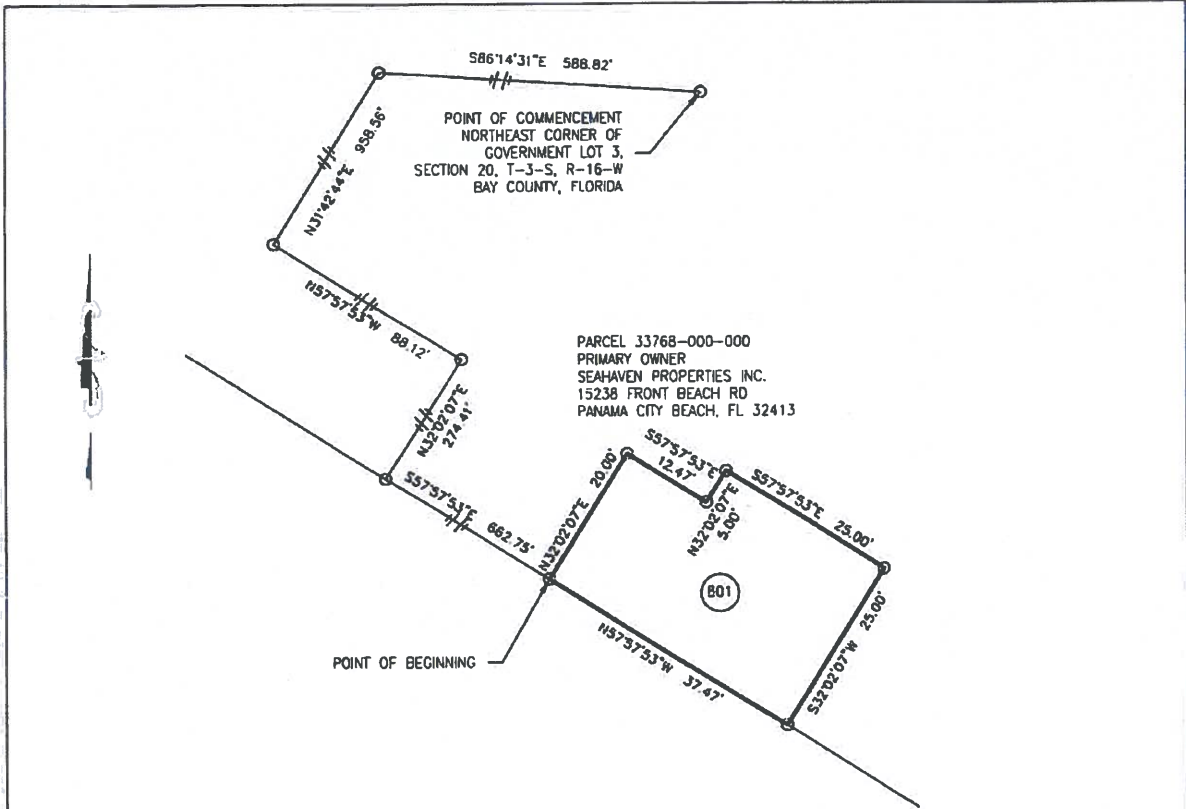
Title/Rank: _____

Serial No.: _____



SHERRY M. RICE
Commission # HH 222026
Expires May 28, 2026

EXHIBIT A - EASEMENT AREA



PARCEL 33768-000-000
 PRIMARY OWNER
 SEAHAVEN PROPERTIES INC.
 15238 FRONT BEACH RD
 PANAMA CITY BEACH, FL 32413

LEGAL DESCRIPTION: FPL PERMANENT EASEMENT 801

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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. 18 8011

SKETCH OF DESCRIPTION FPL PERMANENT EASEMENT 801 15238 FRONT BEACH ROAD CITY OF PANAMA CITY BEACH CRA PHASE 4.2	DRAWING DATE:	PROJECT NO.
	06/08/2023	50104124
	BY:	
	DJB	
APPROVED BY:		
JHG		S1
FB/PG: N.A.	FLD DATE: N.A.	SCALE: 1"=20'