

RESOLUTION 21-193

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH CHANDLER & ASSOCIATES, INC. FOR APPRAISALS FOR THE FBR RIGHT-OF-WAY SEGMENT 4.1 PROJECT IN THE AMOUNT OF \$49,250.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Task Order AP 2021-02-CH to the Master Services Agreement for Professional Appraisal Services dated August 13, 2020 between the City and Chandler & Associates, Inc., relating to the appraisal of 16 parcels for Front Beach Road Right-of-Way Project Segment 4.1 project, in the total amount of Forty Nine Thousand Two Hundred Fifty Dollars and No Cents (\$49,250), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 22nd day of July, 2021.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. AP 2021-02-CH

DATE
7/22/21

Reference is made to that certain MASTER SERVICE AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND CHANDLER AND ASSOCIATES OF PANAMA CITY, INC. RELATING TO PROFESSIONAL APPRAISAL SERVICES dated August 13, 2020, (the "Agreement"), the terms, conditions, and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to Front Beach Road Right-of-Way Project Segment 4.1.

Engineer's total compensation shall be (check one):

a stipulated sum of \$ 49,250; or
 a stipulated sum of \$ _____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
Allowance of \$ _____ for _____, and
Allowance of \$ _____ for _____; or
 a fee determined on a time-involved basis with a maximum cost of \$ _____;

as set forth upon incorporated Attachment B, Fee Breakdown, and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on July 22, 2021, and shall be completed within 60 calendar days. The date of completion of all work is therefore September 20, 2021. Liquidated delay damages, if any, are set at the rate of \$ 0.00 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both Engineer and City, Engineer is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

CHANDLER AND ASSOCIATES OF PANAMA CITY, INC.

By: _____ Date: _____
Its: _____

ATTEST:

CITY OF PANAMA CITY BEACH, FLA.

Lynne Fasone
City Clerk, Lynne Fasone

By: Drew Whitman Date: 7-22-21
City Manager, Drew Whitman

CHANDLER AND ASSOCIATES

OF PANAMA CITY, INC.

REAL ESTATE APPRAISERS

11 West 23rd Street, Building D

Panama City, Florida 32405

(850) 769-9455 office

RANDALL C. CHANDLER, MAI

PRESIDENT

July 13, 2021

Mr. David O. Campbell
City Engineer / CRA Manager
City of Panama City Beach
116 South Arnold Road
Panama City Beach, Florida 32413

Re: Front Beach Road Right-of-Way Project
Segment 4.1

Dear Mr. Campbell:

As per your request, I am writing to submit a proposal for appraisals of partial takings for Segment 4.1 of the Front Beach Road Improvement Project. As you are aware, appraisals prepared for potential eminent domain proceedings are more complex than most appraisal assignments. The following is a summary of the scope of work which is required to prepare an appraisal for a partial taking:

1. The first step is to make a "larger parcel" determination. The larger parcel is that property or that portion of a property which features unity of highest and best use, contiguity, and unity of title or ownership.
2. Next, the larger parcel is appraised without consideration of the proposed right-of-way project, before the taking.
3. The appraiser then estimates the value of the part taken as part of the whole property.
4. The appraiser then estimates the value of the remainder property, exclusive of the part taken, under the assumption the right-of-way project has been fully completed.
5. If applicable, severance damages are calculated by comparing the value of the remainder as part of the whole property with the value of the remainder after the taking. Finally, the appraiser considers any cure plans which will offset damages and any special benefits which may offset damages.

Note: This proposal was prepared without the aid of a boundary survey of the larger parcels-parent tracts and the proposed takings had not been located or marked on the ground. Thus, the appraiser has assumed that the takings will not result in damages to the remainder property. The appraiser does not anticipate that the scope of work will change, however he reserves the right to re-negotiate the fee if there is a significant change in the scope of work.



PARCEL 102 & PARCEL 745

This acquisition involves a strip taking and a temporary construction easement from Sterling Breeze Condominium Project. The strip taking is located along the north right-of-way of Front Beach Road adjacent to the parking garage. The partial taking was previously appraised by our firm for the City of Panama City Beach. Thus, the new appraisal will update the value estimate to reflect current market conditions as well as address the value of the temporary construction easement. After consulting with Jim Spalla, Special Counsel for eminent domain proceedings, the appraiser concluded that the larger parcel would involve the land utilized for the parking garage as well as the gulf front condominium site. The average per square foot price for the combined ownership will be applied to the value of the part taken. There does not appear to be any damages associated with the partial taking or the temporary construction easement. Thus, the appraisal will address only the value of the vacant land and any improvements within the taking. The value of the three-year temporary construction easement will be estimated separately from the value of the partial taking. I have estimated the hours required to complete the assignment at 18 hours. Based on a fee of \$250 per hour, this yields a total fee of \$4,500.

PARCEL 104 & PARCEL 722

This acquisition involves a partial strip taking along the north right-of-way of Front Beach Road and a temporary construction easement. The larger parcel consists of a 0.438-acre commercial site located at 16300 Front Beach Road adjacent to a city owned parking lot near Pier Park Shopping Center. The property is currently vacant except for asphalt paving and a concrete slab on grade foundation. The appraiser estimated the number of hours necessary to complete the project at 15 hours. Based on a fee of \$250 per hour, this yields a total fee of \$3,750.

PARCEL 108

Parcel 108 consists of a small corner clip situated at the northeast corner of Front Beach Road and Hills Road. The property is owned by By The Sea Resorts, Inc. (Bill Carr). By The Sea Resorts owns numerous parcels of land in the immediate vicinity of the proposed acquisition. The larger parcel is considered to be two contiguous tax parcels identified on the Bay County Property Appraiser's tax roll as parcel number 33774-000-000 and parcel number 33775-000-000. It consists of 0.63 acres of land. The appraiser estimated the number of hours necessary to complete the assignment at 18 hours. Based on a fee of \$250 per hour, this yields a total fee of \$4,500.

PARCEL 109

Parcel 109 involves a corner clip situated at the northwest corner of Front Beach Road and Hills Road. The larger parcel is owned by By The Sea Resorts, Inc. (Bill Carr). The larger parcel consists of six separate tax parcels. The six parcels are improved with a retail building and restaurant which would likely be demolished by a typical buyer. It involves a total of 1.80 acres of

gross land area. The appraiser estimated the man hours necessary to complete the project at 23 hours. Based on a fee of \$250 per hour, this yields a total fee of \$5,750.

PARCEL 703

Parcel 703 involves a gulf front site improved with a hotel. It is located at 15325 Front Beach Road and owned by By The Sea Resorts, Inc. The proposed acquisition involved a temporary construction easement which will not appear to result in damages to the remainder property. Thus, the appraiser will value only the vacant land and any improvements within the acquisition which will not be replaced by the contractor. It is necessary to establish a value for the gulf front site in order to calculate the value of the temporary construction easement. The appraiser estimated the number of man hours necessary to complete the assignment at 26 hours. Based on a fee of \$250 per hour, this yields a total fee of \$6,500.

PARCEL 704

Parcel 704 involves a temporary construction easement. The larger parcel is a gulf front site which is improved with Beachbreak Hotel and Restaurant. Neither the hotel or the restaurant will be damaged by the acquisition and the appraisal will therefore address only the value of the vacant land. It will be necessary to value the vacant land to calculate the value of the temporary construction easement. The appraiser estimated the number of hours necessary to complete the assignment at 26 hours. Based on a fee of \$250 per hour, this yields a total fee of \$6,500.

PARCELS 105, 769, 770, 801 & 803

The larger parcel consists of two separate tax parcels which are owned by Gilmore Girls of PCB, LLC. The tax parcel ID numbers are 33762-000-000 and 33766-000-000. The property is located at the northwest corner of Front Beach Road and Powell Adams Road. It is improved with three buildings which have a relatively short economic life and thereby represent an interim land use. The proposed acquisitions involve a permanent taking of a corner clip, two temporary construction easements, and two perpetual easements. The takings will impact some of the on-site improved parking spaces. Thus, it will be necessary to have a land planner or engineer develop a cure plan and a cost to cure any damages associated with the production in the number of on-site parking spaces. This proposal does not address the additional cost of any necessary land planning or engineering studies. Our appraisal will provide a separate value estimate for each of the five proposed acquisitions, in one appraisal report. The appraiser estimated the number of hours necessary to complete the assignment at 30 hours. Based on a fee of \$250 per hour, this yields a total fee of \$7,500.

PARCEL 715

Parcel 715 involves a temporary construction easement located at a parking lot located along the north right-of-way of Front Beach Road. The parking lot provides parking for a gulf front hotel owned by Gilmore Resorts, Inc. In the appraiser's opinion, the temporary construction easement will not adversely impact the value of the improvements, assuming the contractor replaces any improvements damaged while using the temporary construction easement. Thus, the appraisal will address the value of the north parking lot and the gulf front land as if both parcels were vacant and unimproved. It is necessary to establish a value for the gulf front site and north parking lot in order to calculate the value of the temporary construction easement. The appraiser estimated the number of man hours necessary to complete the assignment at 26 hours. Based on a fee of \$250 per hour, this yields a total fee of \$6,500.

PARCELS 717 & 718

This appraisal will address the value of two temporary construction easements which will be required to improve the driveways into a parcel of land located at 15812 Front Beach Road. The tax parcel ID number is 33754-000-000. It is owned by 15812 FBR, LLC (Doug Gilmore). The appraisal will address only the value of the vacant land as the proposed temporary construction easements will not result in damages to the remainder property. The appraiser estimated the number of hours necessary to complete the project at 15 hours. Based on a fee of \$250.00 per hour, this yields a total fee of \$3,750.

TOTAL FEE

This project involves 16 individual takings from nine separate parcels. The total fee of \$49,250 represents \$5,472.22 per ownership or \$3,078.13 per individual taking. Please note the value of each individual taking will be estimated separately in the appraisal reports.

I sincerely appreciate the opportunity to submit this proposal. I am available at your convenience to discuss the proposal and the appraisal process.

Respectfully Submitted,
CHANDLER AND ASSOCIATES OF PANAMA CITY, INC.

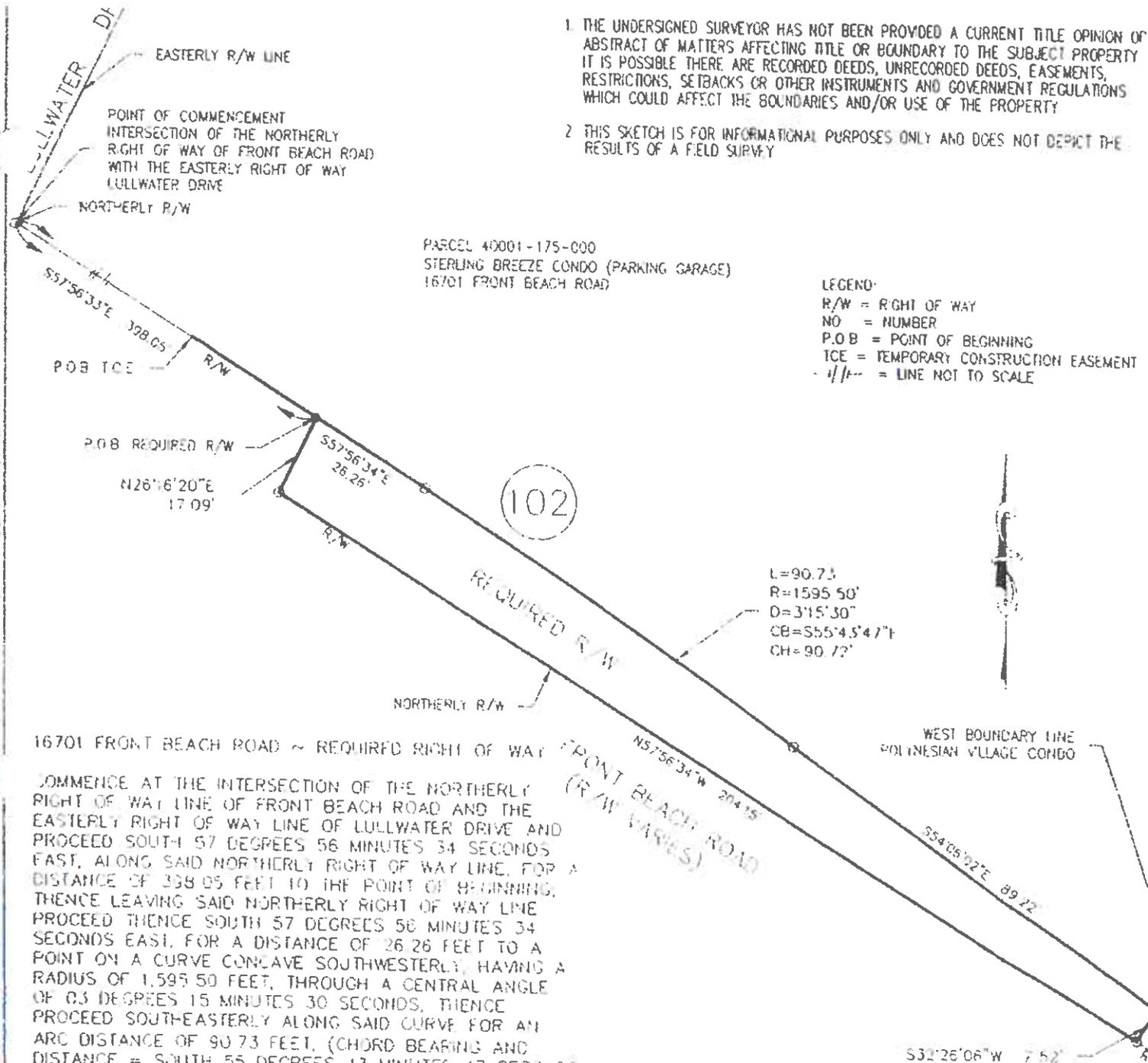
Randall Chandler

Randall C. Chandler, MAI
State-Certified General Real Estate Appraiser RZ156

1. THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OF 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.

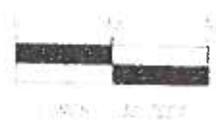
PARCEL 40001-175-000
STERLING BREEZE CONDO (PARKING GARAGE)
16701 FRONT BEACH ROAD

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



16701 FRONT BEACH ROAD ~ REQUIRED RIGHT OF WAY

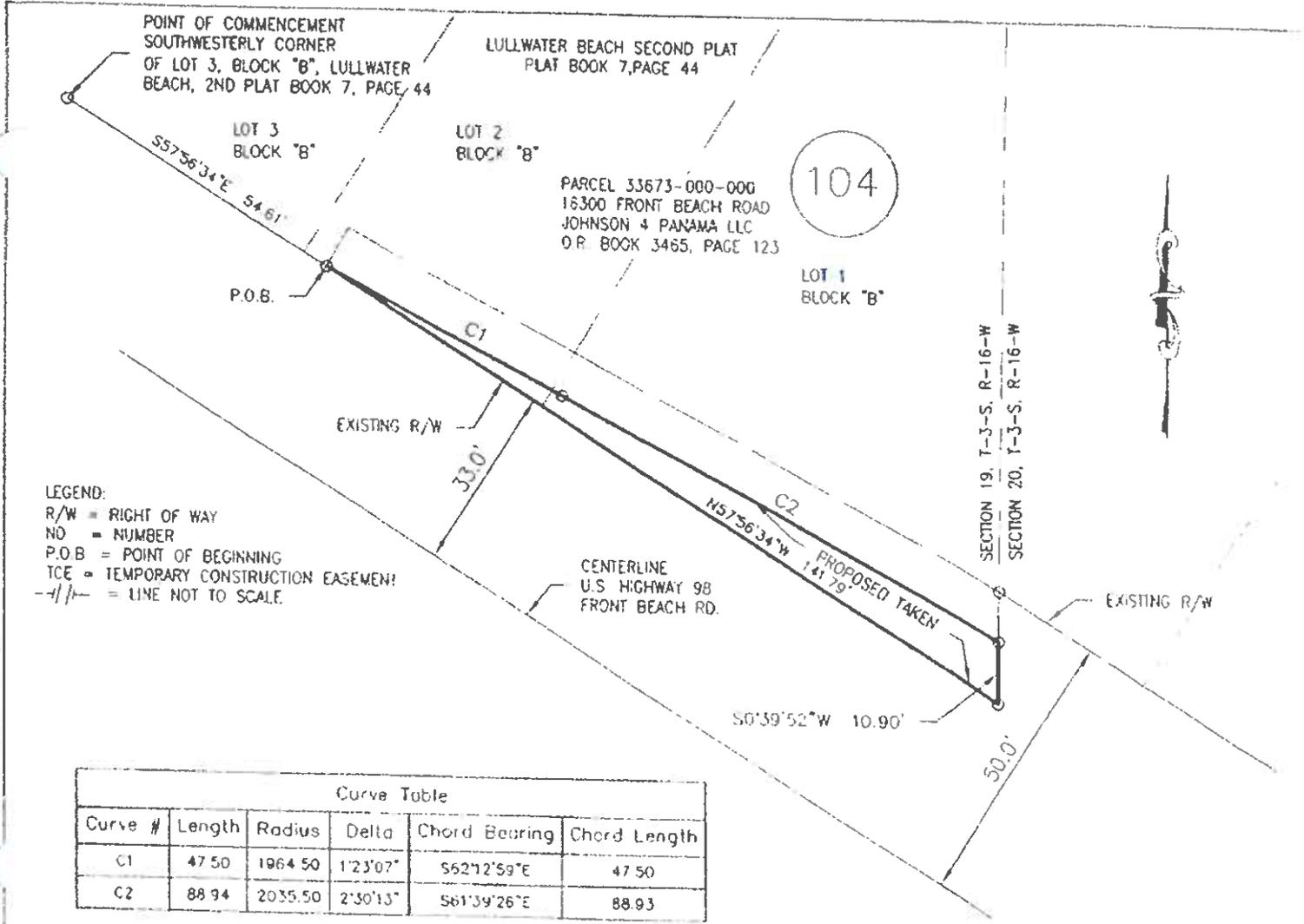
COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF FRONT BEACH ROAD AND THE EASTERLY RIGHT OF WAY LINE OF LULLWATER DRIVE AND PROCEED SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 338.05 FEET TO THE POINT OF BEGINNING. THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE PROCEED THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, FOR A DISTANCE OF 26.26 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,595.50 FEET, THROUGH A CENTRAL ANGLE OF 0.3 DEGREES 15 MINUTES 30 SECONDS, THENCE PROCEED SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 90.73 FEET, (CHORD BEARING AND DISTANCE = SOUTH 55 DEGREES 43 MINUTES 47 SECONDS EAST, FOR A DISTANCE OF 90.72 FEET); THENCE SOUTH 54 DEGREES 06 MINUTES 07 SECONDS EAST, FOR A DISTANCE OF 89.22 FEET TO THE WEST BOUNDARY LINE OF POLYNESIAN VILLAGE CONDOMINIUMS AS RECORDED IN OFFICIAL RECORDS BOOK 955, PAGE 1389 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, THENCE SOUTH 32 DEGREES 26 MINUTES 06 SECONDS WEST, ALONG SAID WEST BOUNDARY LINE, FOR A DISTANCE OF 7.52 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF FRONT BEACH ROAD, THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 204.15 FEET; THENCE NORTH 26 DEGREES 16 MINUTES 20 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 17.09 FEET TO THE POINT OF BEGINNING CONTAINING 2,788.40 SQUARE FEET.



DAVID J.W. BARTLETT, P.S.M. DATE SIG
PROFESSIONAL SURVEYOR & MAPPER No. 15

Dewberry
DEWBERRY ENGINEERS INC
203 ABERDEEN PARKWAY
PANAMA CITY FLORIDA 32401
PHONE: 904.333.2611 FAX: 904.333.2612

SKETCH OF DESCRIPTION		DRAWING DATE:	PROJECT
REQUIRED R/W		08/26/2020	5010412
16701 FRONT BEACH ROAD - PARKING GARAGE		BY:	
CITY OF PANAMA CITY BEACH		DJB	



LEGEND:
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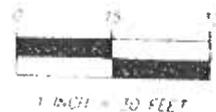
Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	47.50	1964.50	1°23'07"	S62°12'59"E	47.50
C2	88.94	2035.50	2°30'13"	S61°39'26"E	88.93

16300 FRONT BEACH ROAD ~ RIGHT OF WAY TAKEN
 A PARCEL OF LAND LYING AND BEING IN SECTION 19, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT MARKING THE SOUTHWESTERLY CORNER OF LOT 3, BLOCK 'B', LULLWATER BEACH SECOND PLAT, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 44 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98) AND PROCEED SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 54.61 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,964.50 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREE 23 MINUTES 07 SECONDS, THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE PROCEED SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 47.50 FEET, (CHORD BEARING AND DISTANCE = SOUTH 62 DEGREES 12 MINUTES 59 SECONDS EAST, FOR A DISTANCE OF 47.50 FEET) TO A POINT OF REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2,035.50 FEET, THROUGH A CENTRAL ANGLE OF 02 DEGREES 30 MINUTES 13 SECONDS, THENCE PROCEED SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 88.94 FEET, (CHORD BEARING AND DISTANCE = SOUTH 61 DEGREES 39 MINUTES 26 SECONDS EAST, FOR A DISTANCE OF 88.93 FEET) TO A POINT ON THE EAST BOUNDARY LINE OF LOT 1, BLOCK 'B' OF SAID SUBDIVISION, THENCE SOUTH 00 DEGREES 39 MINUTES 52 SECONDS WEST, ALONG SAID EAST BOUNDARY LINE, FOR A DISTANCE OF 10.90 FEET TO A POINT ON THE SAID NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98, THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 141.79 FEET TO THE POINT OF BEGINNING CONTAINING 704.23 SQUARE FEET

I, 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

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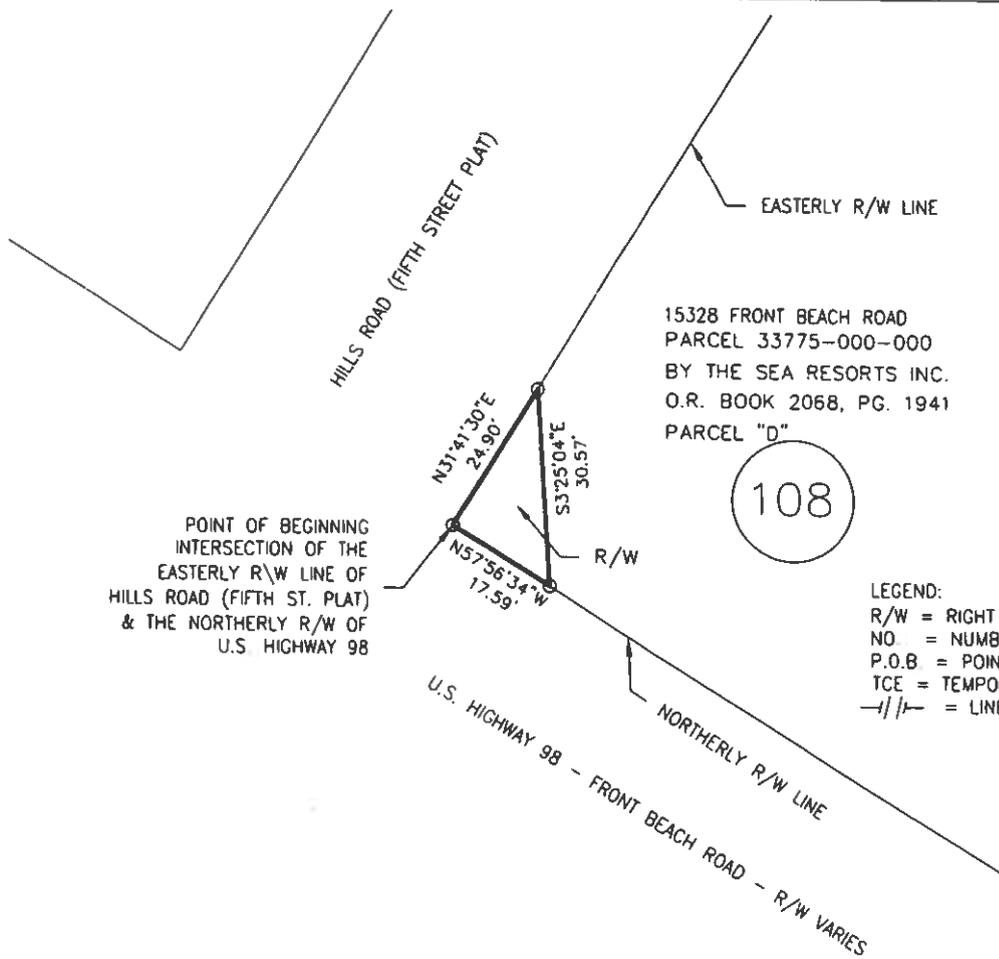


DAVID JON BARTLETT, P.S.M. DATE SIG
 PROFESSIONAL SURVEYOR & MAPPER No. 25



SKETCH OF DESCRIPTION
 RIGHT OF WAY TAKEN
 16300 FRONT BEACH ROAD

DRAWING DATE	PROJECT
08/26/2020	5010412



POINT OF BEGINNING INTERSECTION OF THE EASTERLY R/W LINE OF HILLS ROAD (FIFTH ST. PLAT) & THE NORTHERLY R/W OF U.S. HIGHWAY 98

15328 FRONT BEACH ROAD
 PARCEL 33775-000-000
 BY THE SEA RESORTS INC.
 O.R. BOOK 2068, PG. 1941
 PARCEL "D"

108

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

15328 FRONT BEACH ROAD - REQUIRED RIGHT OF WAY

BEGIN AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF HILLS ROAD (FIFTH STREET PLAT) AND THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 AND PROCEED NORTH 31 DEGREES 41 MINUTES 30 SECONDS EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF HILLS ROAD, FOR A DISTANCE OF 24.90 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE PROCEED SOUTH 03 DEGREES 25 MINUTES 04 SECONDS EAST, FOR A DISTANCE OF 30.57 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 98; THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 17.59 FEET TO THE POINT OF BEGINNING. CONTAINING 218.928 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.
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DAVID JON BARTLETT, P.S.M. DATE SIGN
 PROFESSIONAL SURVEYOR & MAPPER No. LS4

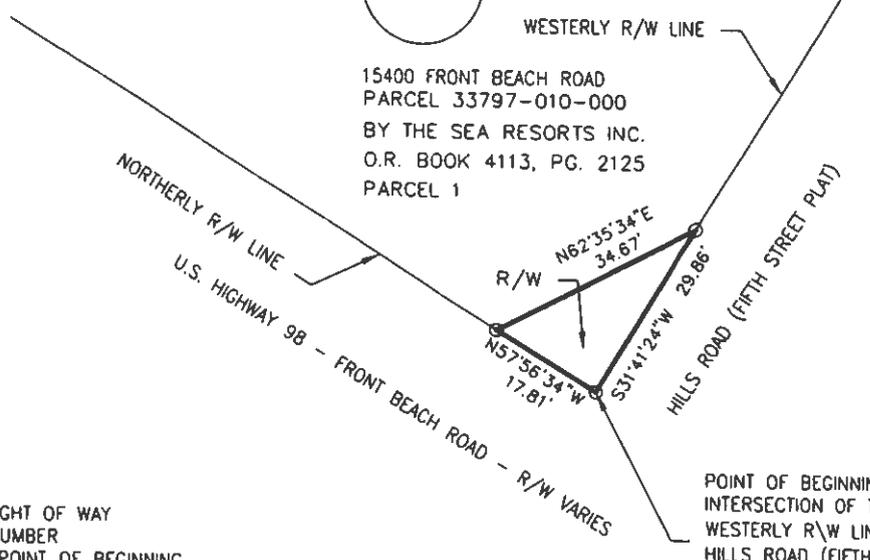


Dewberry
 DEWBERRY ENGINEERS INC.
 203 ABERDEEN PARKWAY

SKETCH OF DESCRIPTION
 REQUIRED R/W
 15328 FRONT BEACH ROAD

DRAWING DATE:	PROJECT #
06/18/2020	5010412
BY:	

109



15400 FRONT BEACH ROAD
 PARCEL 33797-010-000
 BY THE SEA RESORTS INC.
 O.R. BOOK 4113, PG. 2125
 PARCEL 1

LEGEND:
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POINT OF BEGINNING
 INTERSECTION OF THE
 WESTERLY R/W LINE OF
 HILLS ROAD (FIFTH ST. PLAT)
 & THE NORTHERLY R/W OF
 U.S. HIGHWAY 98

15400 FRONT BEACH ROAD - REQUIRED RIGHT OF WAY

BEGIN AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF HILLS ROAD (FIFTH STREET PLAT) AND THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 AND PROCEED NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98, FOR A DISTANCE OF 17.81 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE PROCEED NORTH 62 DEGREES 35 MINUTES 34 SECONDS EAST, FOR A DISTANCE OF 34.67 FEET TO A POINT ON THE SAID WESTERLY RIGHT OF WAY LINE OF HILLS ROAD; THENCE SOUTH 31 DEGREES 41 MINUTES 24 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 29.86 FEET TO THE POINT OF BEGINNING. CONTAINING 265.843 SQUARE FEET.

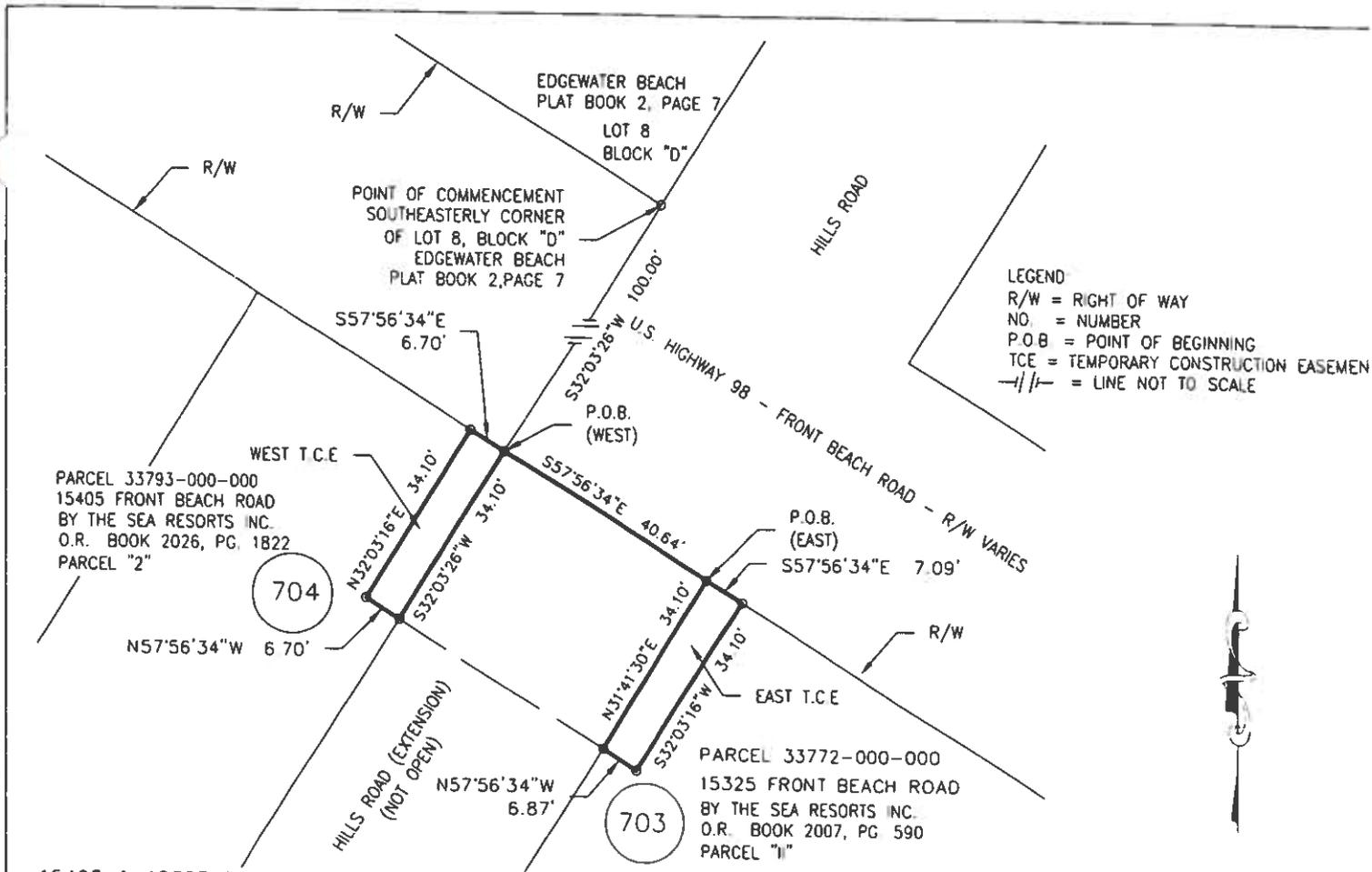


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DAVID JON BARTLETT, P.S.M. DATE SIGN
 PROFESSIONAL SURVEYOR & MAPPER No. LS-



SKETCH OF DESCRIPTION REQUIRED R/W 15400 FRONT BEACH ROAD	DRAWING DATE:	PROJECT I
	06/18/2020	5010412
	BY:	



LEGEND
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15405 & 15325 FRONT BEACH ROAD - TEMPORARY CONSTRUCTION EASEMENT
 WEST PARCEL) (704)

COMMENCE AT THE SOUTHEASTERLY CORNER OF LOT 8, BLOCK "D", EDGEWATER BEACH, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 7 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 32 DEGREES 03 MINUTES 26 SECONDS WEST, FOR A DISTANCE OF 100.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 32 DEGREES 03 MINUTES 26 SECONDS WEST, FOR A DISTANCE OF 34.10 FEET; THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, FOR A DISTANCE OF 6.70 FEET; THENCE NORTH 32 DEGREES 03 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 34.10 FEET TO THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY 98; THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 6.70 FEET TO THE POINT OF BEGINNING; CONTAINING 228.629 SQUARE FEET.

(EAST PARCEL) (703)

COMMENCE AT THE SOUTHEASTERLY CORNER OF LOT 8, BLOCK "D", EDGEWATER BEACH, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 7 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 32 DEGREES 03 MINUTES 26 SECONDS WEST, FOR A DISTANCE OF 100.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98; THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 40.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 7.09 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE PROCEED SOUTH 32 DEGREES 03 MINUTES 16 SECONDS WEST, FOR A DISTANCE OF 34.10 FEET; THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, FOR A DISTANCE OF 6.87 FEET; THENCE NORTH 31 DEGREES 41 MINUTES 30 SECONDS EAST, FOR A DISTANCE OF 34.10 FEET TO THE POINT OF BEGINNING; CONTAINING 238.095 SQUARE FEET.

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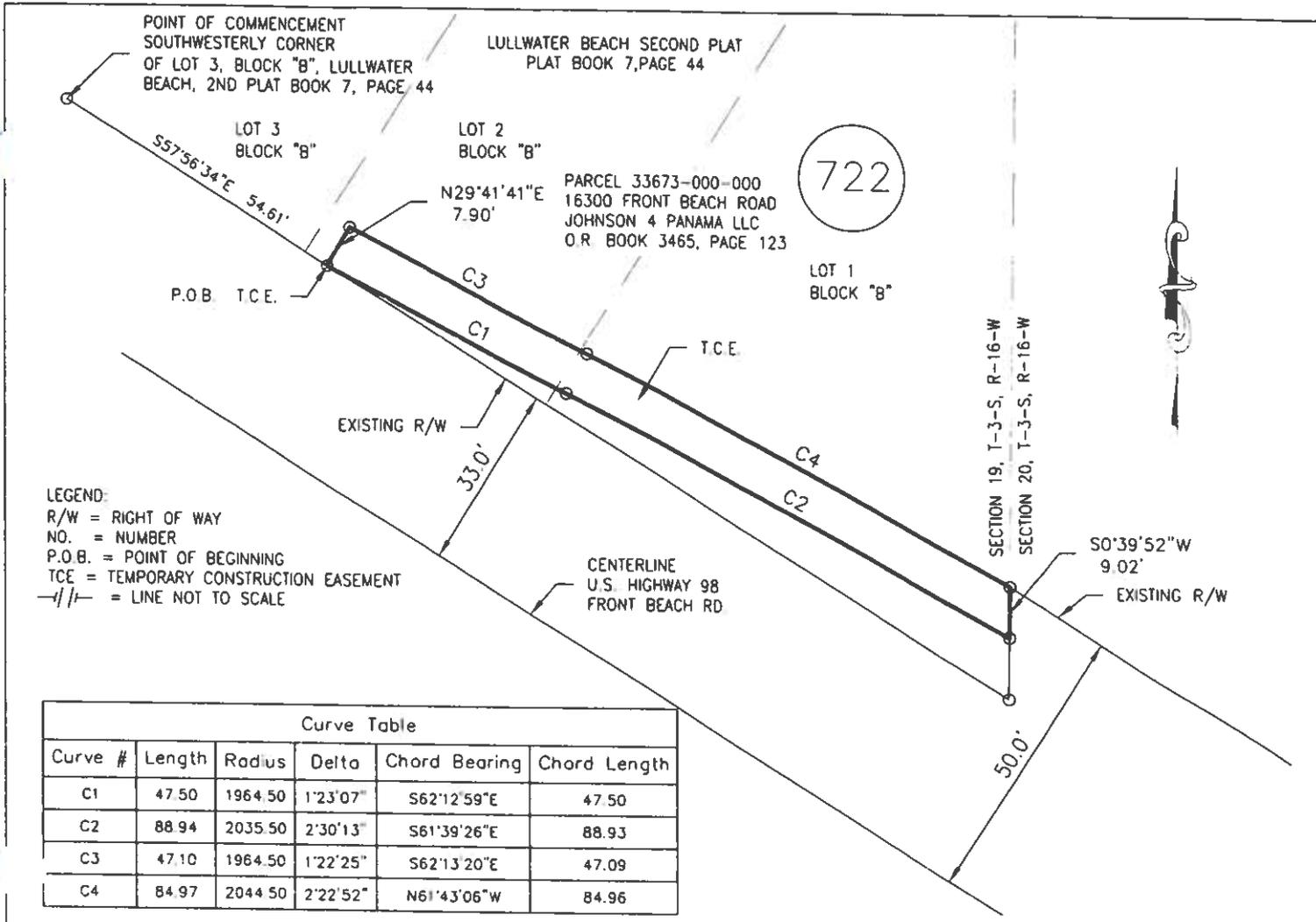
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DAVID JON BARTLETT, P.S.M. DATE SIGN
 PROFESSIONAL SURVEYOR & MAPPER No. LS-



SKETCH OF DESCRIPTION	DRAWING DATE:	PROJECT I
TEMPORARY CONSTRUCTION EASEMENT	06/18/2020	5010412
15325 & 15405 FRONT BEACH ROAD	BY:	



LEGEND:
 R/W = RIGHT OF WAY
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 TCE = TEMPORARY CONSTRUCTION EASEMENT
 -||- = LINE NOT TO SCALE

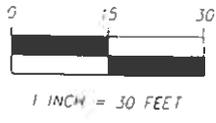
Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	47.50	1964.50	1°23'07"	S62°12'59"E	47.50
C2	88.94	2035.50	2°30'13"	S61°39'26"E	88.93
C3	47.10	1964.50	1°22'25"	S62°13'20"E	47.09
C4	84.97	2044.50	2°22'52"	N61°43'06"W	84.96

16300 FRONT BEACH ROAD ~ TEMPORARY CONSTRUCTION EASEMENT
 A PARCEL OF LAND LYING AND BEING IN SECTION 19, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT MARKING THE SOUTHWESTERLY CORNER OF LOT 3, BLOCK B, LULLWATER BEACH SECOND PLAT, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 44 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98) AND PROCEED SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 54.61 FEET TO THE POINT OF BEGINNING. THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE PROCEED NORTH 29 DEGREES 41 MINUTES 41 SECONDS EAST, FOR A DISTANCE OF 7.90 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,964.50 FEET, THROUGH A CENTRAL ANGLE OF 01 DEGREE 22 MINUTES 25 SECONDS; THENCE PROCEED SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 47.10 FEET (CHORD BEARING AND DISTANCE = SOUTH 62 DEGREES 13 MINUTES 20 SECONDS EAST, FOR A DISTANCE OF 47.09 FEET) TO A POINT OF REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2,044.50 FEET, THROUGH A CENTRAL ANGLE OF 2 DEGREES 22 MINUTES 52 SECONDS; THENCE PROCEED SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 84.97 FEET, (CHORD BEARING AND DISTANCE = SOUTH 61 DEGREES 43 MINUTES 6 SECONDS EAST, FOR A DISTANCE OF 84.96 FEET) TO A POINT ON THE EAST BOUNDARY LINE OF LOT 1, BLOCK B OF SAID SUBDIVISION; THENCE SOUTH 00 DEGREES 39 MINUTES 52 SECONDS WEST, ALONG SAID EAST BOUNDARY LINE 9.02 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2,035.50 FEET, THROUGH A CENTRAL ANGLE OF 02 DEGREES 30 MINUTES 13 SECONDS; THENCE PROCEED NORTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 88.94 FEET, (CHORD BEARING AND DISTANCE = NORTH 61 DEGREES 39 MINUTES 26 SECONDS WEST, FOR A DISTANCE OF 88.93 FEET) TO A POINT OF REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,964.50 FEET, THROUGH A CENTRAL ANGLE OF 01 DEGREE 23 MINUTES 7 SECONDS; THENCE PROCEED NORTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 47.50 FEET, (CHORD BEARING AND DISTANCE = NORTH 62 DEGREES 12 MINUTES 59 SECONDS WEST, FOR A DISTANCE OF 47.50 FEET) TO THE POINT OF BEGINNING. CONTAINING 1,060.39 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.

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



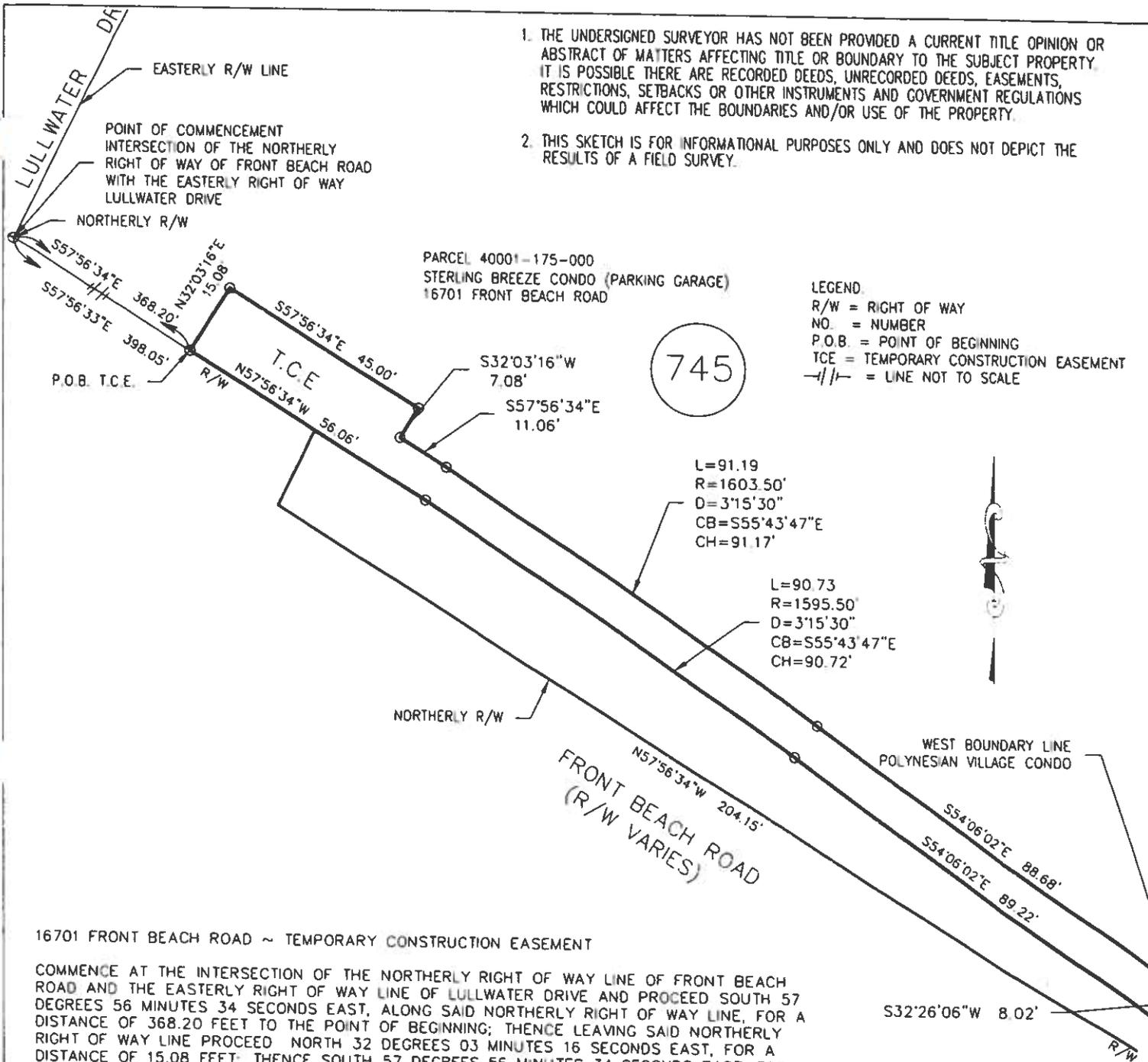
DAVID JON BARTLETT, P.S.M. DATE SIGN
 PROFESSIONAL SURVEYOR & MAPPER No. LS4



SKETCH OF DESCRIPTION
 TEMPORARY CONSTRUCTION EASEMENT
 16300 FRONT BEACH ROAD

DRAWING DATE: PROJECT I
 08/26/2020
 BY: 5010412

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
 T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
 -||- = LINE NOT TO SCALE

PARCEL 40001-175-000
 STERLING BREEZE CONDO (PARKING GARAGE)
 16701 FRONT BEACH ROAD

745

L=91.19
 R=1603.50'
 D=3°15'30"
 CB=S55°43'47"E
 CH=91.17'

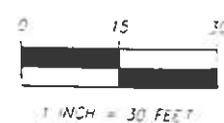
L=90.73
 R=1595.50'
 D=3°15'30"
 CB=S55°43'47"E
 CH=90.72'

WEST BOUNDARY LINE
 POLYNESIAN VILLAGE CONDO

FRONT BEACH ROAD
 (R/W VARIES)

16701 FRONT BEACH ROAD ~ TEMPORARY CONSTRUCTION EASEMENT

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF FRONT BEACH ROAD AND THE EASTERLY RIGHT OF WAY LINE OF LULLWATER DRIVE AND PROCEED SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 368.20 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE PROCEED NORTH 32 DEGREES 03 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 15.08 FEET; THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, FOR A DISTANCE OF 45.00 FEET; THENCE SOUTH 32 DEGREES 03 MINUTES 16 SECONDS WEST, FOR A DISTANCE OF 7.08 FEET; THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, FOR A DISTANCE OF 11.06 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,603.50 FEET, THROUGH A CENTRAL ANGLE OF 03 DEGREES 15 MINUTES 30 SECONDS; THENCE PROCEED SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 91.19 FEET, (CHORD BEARING AND DISTANCE = SOUTH 55 DEGREES 43 MINUTES 47 SECONDS EAST, FOR A DISTANCE OF 91.17 FEET); THENCE SOUTH 54 DEGREES 06 MINUTES 02 SECONDS EAST, FOR A DISTANCE OF 88.68 FEET TO THE WEST BOUNDARY LINE OF POLYNESIAN VILLAGE CONDOMINIUMS AS RECORDED IN OFFICIAL RECORDS BOOK 955, PAGE 1389 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 32 DEGREES 26 MINUTES 06 SECONDS WEST, ALONG SAID WEST BOUNDARY LINE, FOR A DISTANCE OF 8.02 FEET; THENCE NORTH 54 DEGREES 06 MINUTES 02 SECONDS WEST, FOR A DISTANCE OF 89.22 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,595.50 FEET, THROUGH A CENTRAL ANGLE OF 03 DEGREES 15 MINUTES 30 SECONDS; THENCE PROCEED NORTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 90.73 FEET, (CHORD BEARING AND DISTANCE = NORTH 55 DEGREES 43 MINUTES 47 SECONDS WEST, FOR A DISTANCE OF 90.72 FEET); THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, FOR A DISTANCE OF 56.06 FEET TO THE POINT OF BEGINNING, CONTAINING 2,206.71 SQUARE FEET.



DAVID JON BARTLETT, P.S.M. DATE SIG
 PROFESSIONAL SURVEYOR & MAPPER No. LS.

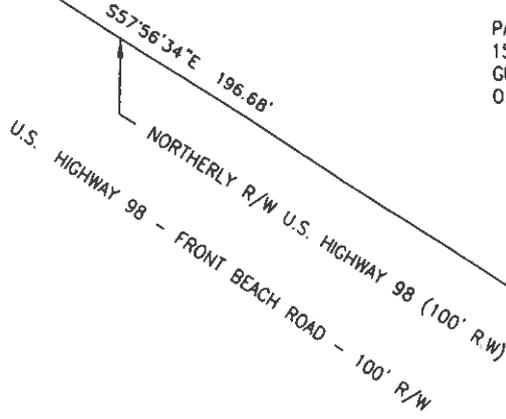


SKETCH OF DESCRIPTION	DRAWING DATE:	PROJECT I
TEMPORARY CONSTRUCTION EASEMENT	08/26/2020	
16701 FRONT BEACH ROAD - PARKING GARAGE	BY:	5010412

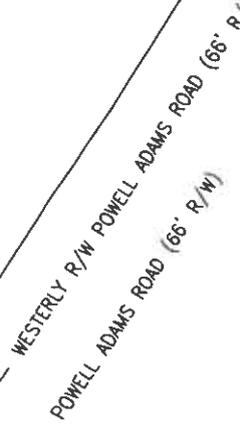
POINT OF COMMENCEMENT
SOUTHWEST CORNER OF
PROPERTY RECORDED IN
O.R. BOOK 3765, PAGE 640



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



PARCEL 33766-000-000
15726 FRONT BEACH ROAD
GILMORE GIRLS OF PCB, LLC
O.R. BOOK 3765, PAGE 640



15726 FRONT BEACH ROAD ~ RIGHT OF WAY TAKEN

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

COMMENCE AT A POINT MARKING THE SOUTHWEST CORNER OF PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 3765, PAGE 640 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, (POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 - FRONT BEACH ROAD - 100' RIGHT OF WAY) AND PROCEED SOUTH 57 DEGREES 56 MINUTES 3 SECONDS EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 196.68 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE PROCEED NORTH 59 DEGREES 26 MINUTES 32 SECONDS EAST, FOR A DISTANCE OF 22.02 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF POWELL ADAMS ROAD (66' RIGHT OF WAY); THENCE SOUTH 32 DEGREES 21 MINUTES 03 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 19.55 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 10.03 FEET TO THE POINT OF BEGINNING. CONTAINING 98.00 SQUARE FEET.

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

DAVID JON BARTLETT, P.S.M. DATE SIGN
PROFESSIONAL SURVEYOR & MAPPER No. LS:



Dewberry[®]
DEWBERRY ENGINEERS INC
203 ABERDEEN PARKWAY

SKETCH OF DESCRIPTION
RIGHT OF WAY TAKEN
15726 FRONT BEACH ROAD

DRAWING DATE:	PROJECT I
07/08/2020	
BY:	5010412

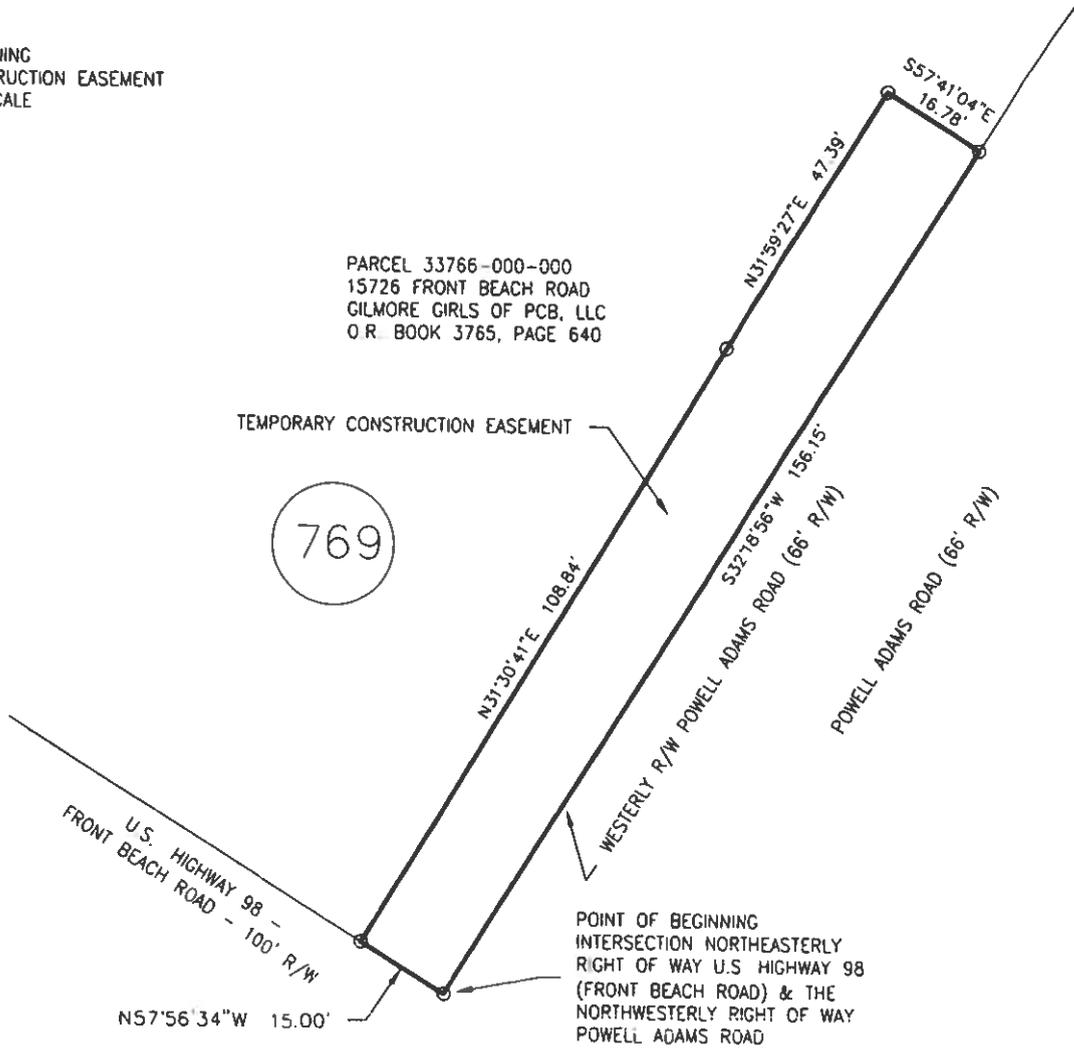
LEGEND:

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- NO. = NUMBER
- P.O.B. = POINT OF BEGINNING
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- ||- = LINE NOT TO SCALE



PARCEL 33766-000-000
 15726 FRONT BEACH ROAD
 GILMORE GIRLS OF PCB, LLC
 O.R. BOOK 3765, PAGE 640

TEMPORARY CONSTRUCTION EASEMENT



15726 FRONT BEACH ROAD ~ TEMPORARY CONSTRUCTION EASEMENT - SOUTH

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

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

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

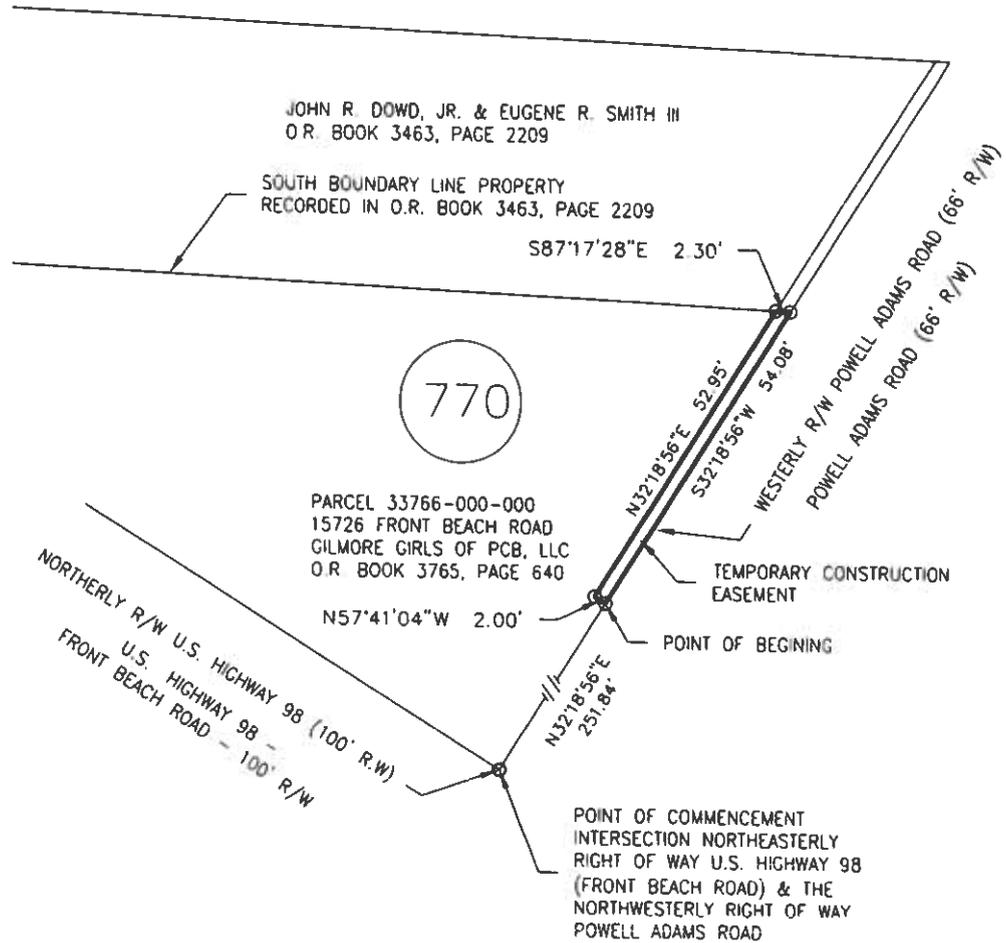
DAVID JON BARTLETT, P.S.M. DATE SIGN
 PROFESSIONAL SURVEYOR & MAPPER No. LS4



SKETCH OF DESCRIPTION
 TEMPORARY CONSTRUCTION EASEMENT
 15726 FRONT BEACH ROAD

DRAWING DATE:	PROJECT #
04/26/2021	5010412
BY:	

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



15726 FRONT BEACH ROAD ~ TEMPORARY CONSTRUCTION EASEMENT - NORTH

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

COMMENCE AT A POINT MARKING THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 (FRONT BEACH ROAD) AND THE NORTHWESTERLY RIGHT OF WAY LINE OF POWELL ADAMS ROADS AND PROCEED NORTH 32 DEGREES 18 MINUTES 56 SECONDS EAST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 251.84 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY LINE PROCEED NORTH 57 DEGREES 41 MINUTES 04 SECONDS WEST, FOR A DISTANCE OF 2.00 FEET; THENCE NORTH 32 DEGREES 18 MINUTES 56 SECONDS EAST, FOR A DISTANCE OF 52.95 FEET TO THE SOUTH BOUNDARY LINE PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 3463, PAGE 2209 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 87 DEGREES 17 MINUTES 28 SECONDS EAST, ALONG SAID SOUTH BOUNDARY LINE, FOR A DISTANCE OF 2.30 FEET TO THE AFORESAID NORTHWESTERLY RIGHT OF WAY LINE OF POWELL ADAMS ROAD; THENCE SOUTH 3 DEGREES 18 MINUTES 56 SECONDS WEST, FOR A DISTANCE OF 54.08 FEET TO THE POINT OF BEGINNING. CONTAINING 107.029 SQUARE FEET OR 0.002 ACRES, MORE OR LESS.

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

DAVID JON BARTLETT, P.S.M. DATE SIGN
 PROFESSIONAL SURVEYOR & MAPPER No. LS4



SKETCH OF DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT 15726 FRONT BEACH ROAD	DRAWING DATE: 04/26/2021	PROJECT NO: 5010412
	BY:	

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF
PROPERTY RECORDED IN
O.R. BOOK 3765, PAGE 640

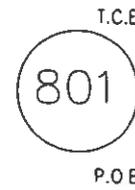
Line Table		
Line #	Bearing	Length
L1	N57°40'48"W	6.30
L2	N32°19'12"E	9.77
L3	N57°40'48"W	3.47
L4	N32°19'12"E	25.00
L5	S57°40'48"E	9.69
L6	S32°18'56"W	34.77

PARCEL 33766-000-000
15726 FRONT BEACH ROAD
GILMORE GIRLS OF PCB, LLC
O.R. BOOK 3765, PAGE 640



LEGEND:
R/W = RIGHT OF WAY
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-||- = LINE NOT TO SCALE

55°56'34"E 206.70'
NORTHERLY R/W U.S. HIGHWAY 98 (100' R/W)
U.S. HIGHWAY 98 - FRONT BEACH ROAD - 100' R/W



WESTERLY R/W POWELL ADAMS ROAD (66' R/W)
POWELL ADAMS ROAD (66' R/W)
N32°28'13"E 29.28'

15726 FRONT BEACH ROAD ~ PERPETUAL EASEMENT

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

COMMENCE AT A POINT MARKING THE SOUTHWEST CORNER OF PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 3765, PAGE 640 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, (POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 - FRONT BEACH ROAD - 100' RIGHT OF WAY) AND PROCEED SOUTH 57 DEGREES 56 MINUTES 3 SECONDS EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 206.70 FEET TO THE WESTERLY RIGHT OF WAY LINE OF POWELL ADAMS ROAD (66' RIGHT OF WAY); THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE PROCEED NORTH 32 DEGREES 28 MINUTES 13 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 29.28 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY RIGHT OF WAY NORTH 57 DEGREES 40 MINUTES 48 SECONDS WEST, FOR A DISTANCE OF 6.30 FEET; THENCE NORTH 32 DEGREES 19 MINUTES 12 SECONDS EAST, FOR A DISTANCE OF 3.47 FEET; THENCE NORTH 32 DEGREES 19 MINUTES 12 SECONDS EAST, FOR A DISTANCE OF 25.00 FEET THENCE SOUTH 57 DEGREES 40 MINUTES 48 SECONDS EAST, FOR A DISTANCE OF 9.69 FEET TO THE AFORESAID WESTERLY RIGHT OF WAY LINE OF POWELL ADAMS ROAD; THENCE SOUTH 32 DEGREES 18 MINUTES 56 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 34.77 FEET TO THE POINT OF BEGINNING. CONTAINING 304.363 SQUARE FEET OR 0.0069 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.

DAVID JON BARTLETT, P.S.M. DATE SIGN
PROFESSIONAL SURVEYOR & MAPPER No. LS-



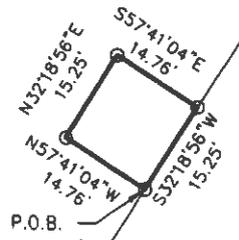
Dewberry®
DEWBERRY ENGINEERS INC
203 ABERDEEN PARKWAY
PANAMA CITY FLORIDA 32405

SKETCH OF DESCRIPTION
PERPETUAL EASEMENT
15726 FRONT BEACH ROAD
CITY OF PANAMA CITY BEACH

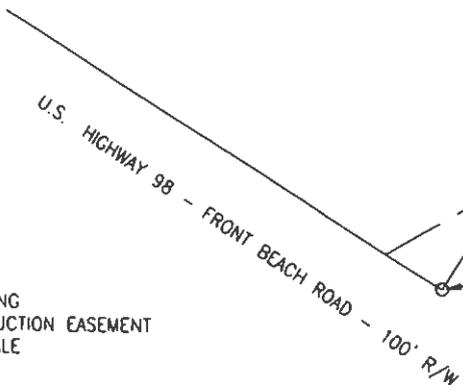
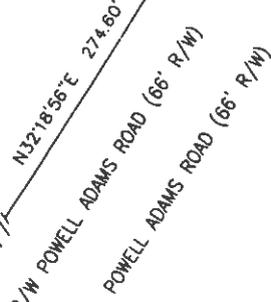
DRAWING DATE: 07/07/2021
BY: PROJECT 5010412
DIR

PARCEL 33766-000-000
 15726 FRONT BEACH ROAD
 GILMORE GIRLS OF PCB, LLC
 O.R. BOOK 3765, PAGE 640

803



P.O.B.



POINT OF COMMENCEMENT
 INTERSECTION NORTHEASTERLY
 RIGHT OF WAY U.S. HIGHWAY 98
 (FRONT BEACH ROAD) & THE
 NORTHWESTERLY RIGHT OF WAY
 POWELL ADAMS ROAD



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

15726 FRONT BEACH ROAD ~ PERPETUAL EASEMENT

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

COMMENCE AT A POINT MARKING THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98 (FRONT BEACH ROAD) AND THE NORTHWESTERLY RIGHT OF WAY LINE OF POWELL ADAMS ROADS AND PROCEED NORTH 32 DEGREES 18 MINUTES 56 SECONDS EAST, ALONG SAID NORTHWESTERLY RIGHT OF WAY OF SAID POWELL ADAMS ROAD, FOR A DISTANCE OF 274.60 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY LINE PROCEED NORTH 57 DEGREES 41 MINUTES 04 SECONDS WEST, FOR A DISTANCE OF 14.76 FEET; THENCE NORTH 32 DEGREES 18 MINUTES 56 SECONDS EAST, FOR A DISTANCE OF 15.25 FEET; THENCE SOUTH 57 DEGREES 41 MINUTES 04 SECONDS EAST, FOR A DISTANCE OF 14.76 FEET TO THE AFORESAID NORTHWESTERLY RIGHT OF WAY LINE; THENCE SOUTH 32 DEGREES 18 MINUTES 56 SECONDS WEST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 15.25 FEET TO THE POINT OF BEGINNING.

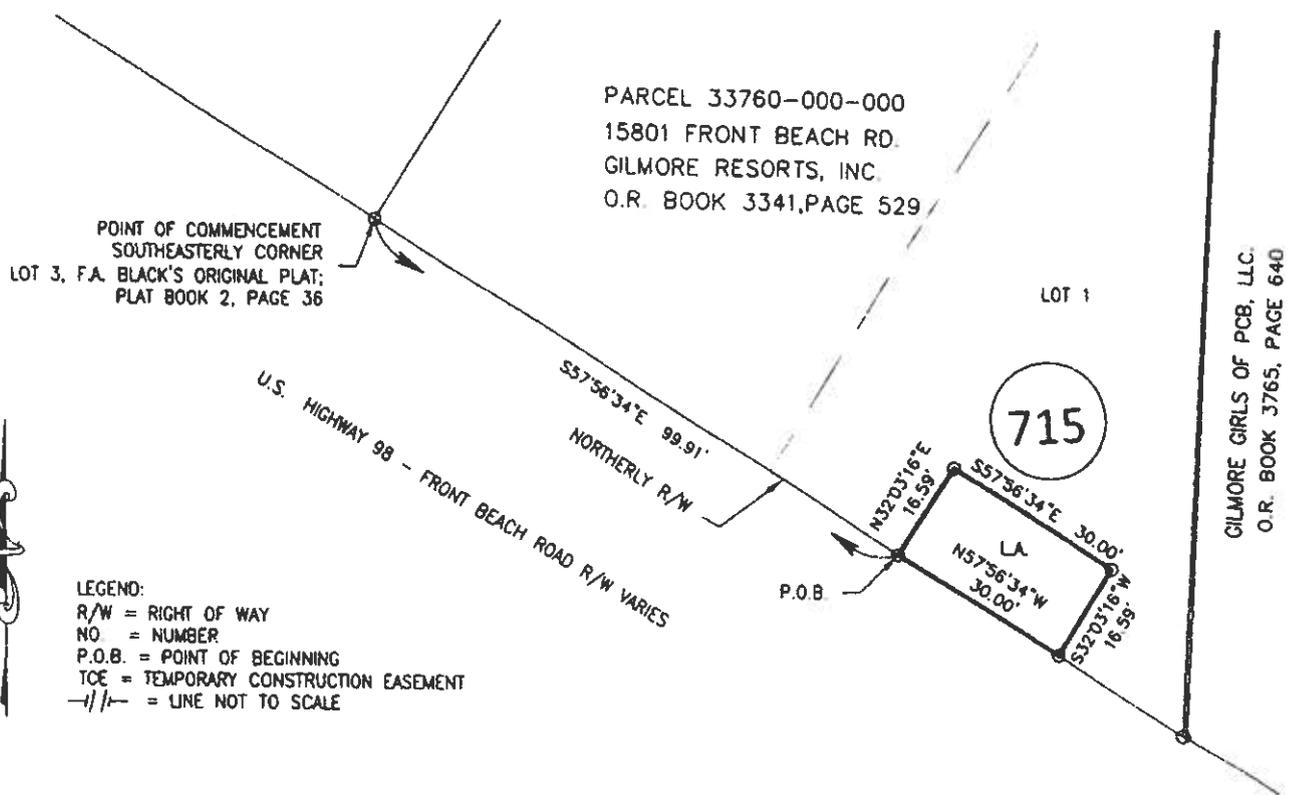
CONTAINING 225.109 SQUARE FEET OR 0.0051 ACRES, MORE OR LESS.

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.

DAVID JON BARTLETT, P.S.M. DATE SIGN
 PROFESSIONAL SURVEYOR & MAPPER No. LS-



SKETCH OF DESCRIPTION PERPETUAL EASEMENT 15726 FRONT BEACH ROAD CITY OF PANAMA CITY BEACH	DRAWING DATE: 07/07/2021	PROJECT # 5010412
	BY: DJB	



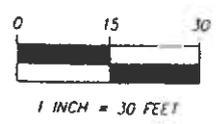
LEGEND:
R/W = RIGHT OF WAY
NO = NUMBER
P.O.B. = POINT OF BEGINNING
TCE = TEMPORARY CONSTRUCTION EASEMENT
-||- = LINE NOT TO SCALE

15801 FRONT BEACH ROAD - LICENSE AGREEMENT

(915)

COMMENCE AT A POINT MARKING THE SOUTHEASTERLY CORNER OF LOT 3, BLACK'S ORIGINAL PLAT, A SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 36 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98) THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 99.91 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE PROCEED NORTH 32 DEGREES 03 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 16.59 FEET; THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, FOR A DISTANCE OF 34.00 FEET; THENCE SOUTH 32 DEGREES 03 MINUTES 16 SECONDS WEST, FOR A DISTANCE OF 16.59 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 497.6312 SQUARE FEET.

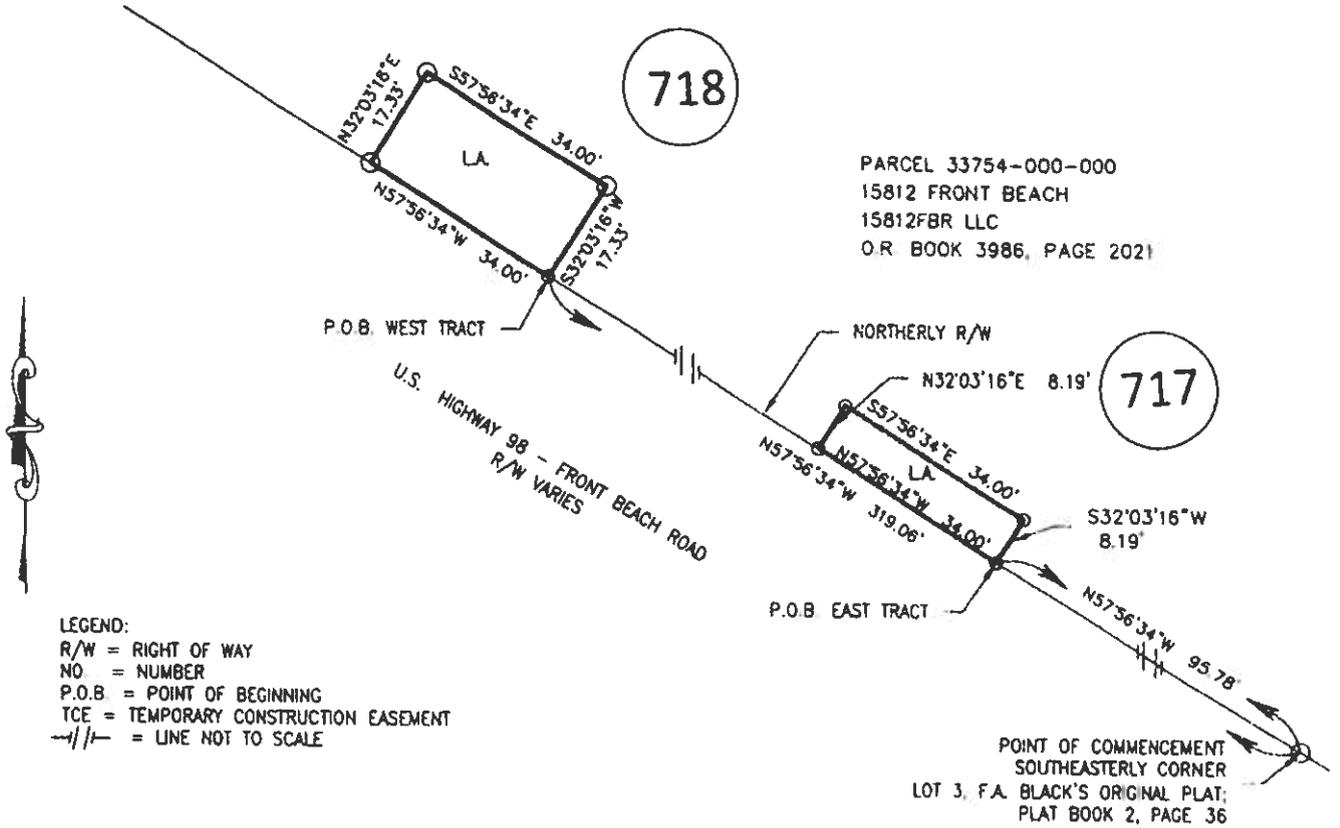
1. THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE RECORDED DEEDS, UNRECORDED DEEDS, EASEMENTS, RESTRICTIONS, SETBACKS OR OTHER INSTRUMENTS AND GOVERNMENT REGULATIONS WHICH COULD 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.



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

SKETCH OF DESCRIPTION LICENSE AGREEMENT 15801 FRONT BEACH ROAD CITY OF PANAMA CITY BEACH BAY COUNTY, FLORIDA	DRAWING DATE:	PROJECT NO.
	07/08/2021	50104121
	BY:	
	DJB	
APPROVED BY:		S1



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

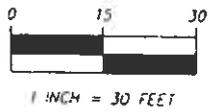
15812 FRONT BEACH ROAD - LICENSE AGREEMENT
 "EAST TRACT" (917)

COMMENCE AT A POINT MARKING THE SOUTHEASTERLY CORNER OF LOT 3, BLACK'S ORIGINAL PLAT, A SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 36 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98) THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 95.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, FOR A DISTANCE OF 34.00 FEET; THENCE NORTH 32 DEGREES 03 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 8.19 FEET; THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, FOR A DISTANCE OF 34.00 FEET; THENCE SOUTH 32 DEGREES 03 MINUTES 16 SECONDS WEST, FOR A DISTANCE OF 8.19 FEET TO THE POINT OF BEGINNING. CONTAINING 278.38 SQUARE FEET.

"WEST TRACT" (918)

COMMENCE AT A POINT MARKING THE SOUTHEASTERLY CORNER OF LOT 3, BLACK'S ORIGINAL PLAT, A SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 36 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA (POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98) THENCE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 319.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 57 DEGREES 56 MINUTES 34 SECONDS WEST, FOR A DISTANCE OF 34.00 FEET; THENCE NORTH 32 DEGREES 03 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 17.33 FEET; THENCE SOUTH 57 DEGREES 56 MINUTES 34 SECONDS EAST, FOR A DISTANCE OF 34.00 FEET; THENCE SOUTH 32 DEGREES 03 MINUTES 16 SECONDS WEST, FOR A DISTANCE OF 17.33 FEET TO THE POINT OF BEGINNING. CONTAINING 589.157 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.



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 SURVEYING NO. 12434

SKETCH OF DESCRIPTION		DRAWING DATE:	PROJECT NO.
LICENSE AGREEMENT		07/07/2021	50104121
15812 FRONT BEACH ROAD		BY:	
CITY OF PANAMA CITY BEACH		DJB	
BAY COUNTY, FLORIDA		APPROVED BY:	
FR/PG NA	ED DATE NA	SCALE: 1"=30'	S1

**MASTER SERVICES AGREEMENT
BETWEEN
CITY OF PANAMA CITY BEACH AND
CHANDLER AND ASSOCIATES OF PANAMA CITY, INC.
RELATING TO
PROFESSIONAL APPRAISAL SERVICES**

THIS AGREEMENT is made and entered into this 13th day of August, 2020, by and between **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation ("City") and **CHANDLER AND ASSOCIATES OF PANAMA CITY, INC.** ("Appraiser").

PREMISES

WHEREAS, City desires to have Appraiser assist City with professional Appraisal services, including right of way planning consultation, the preparation of appraisal reports for negotiations, preparation of appraisal testimony for Order of Taking hearing(s); presentation of testimony at trial; update of appraisals for trial; appraisal consultation during litigation; pre-trial/pre-hearing consultation and any post-trial hearings and other related services with respect to City's acquisition of land to effect public improvements which will support and enhance various capital improvement projects; and

WHEREAS, City desires to employ Appraiser for those purposes upon the terms and conditions in this Agreement, and Appraiser is desirous of obtaining such employment and has represented that it has extensive experience in and is qualified and competent to perform such services upon said terms and conditions;

NOW, THEREFORE, in consideration of the following covenants, it is agreed:

1. SCOPE OF PROFESSIONAL SERVICES:

- A. City retains Appraiser to diligently, competently and timely perform such professional Appraisal and related services as City may require, as said services may be authorized by City in individual tasks requested from time to time by City. Upon any such request from City, Appraiser will provide in writing a proposed fee. The proposed fee may be a: (i) stipulated sum; (ii) stipulated sum plus one or more specified allowances which may be authorized by City Manager or his designee; (iii) fee based on actual time expended; or (iv) any other compensation format that may be authorized by City. The proposed fee shall be based upon the hourly rates and unit parcel costs specified in the attached Exhibit A. Unless otherwise expressly set forth separately in the applicable fee proposal, the proposed fee shall be

assumed to include all compensation which City will owe Appraiser for the subject services, including all reimbursable expenses.

B. If accepted by City, the Appraiser's proposal, as that proposal may have been modified by the parties, shall be incorporated into a task order, substantially in the form set forth as Exhibit B (each a "Task Order"). Each Task Order shall be numbered and upon its execution by both City and Appraiser, shall be deemed to be incorporated into this Agreement. If a term in this Agreement conflicts with a term in a Task Order, the term in the Task Order shall control to the extent of such conflict, but only for that Task Order.

C. Notwithstanding anything herein to the contrary, City is not required under this Agreement to authorize Appraiser to perform any services and nothing herein shall be construed as entitling Appraiser to any work under this Agreement, except and to the extent such work is specifically authorized hereafter by City in a properly executed Task Order.

D. Appraiser represents to City that it has expertise in the type of professional services that will be required and all appraisals will conform to the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation. City's consent or approval of any services provided by Appraiser in no manner or way will relieve Appraiser of its obligations and duties hereunder. Additionally, City's consent or approval of any services of Appraiser shall not constitute a waiver of any rights City may have pursuant to this Agreement or by law. Notwithstanding any consents or approvals by City, Appraiser remains responsible for all defects, errors, omissions or inconsistencies in its services performed pursuant to this Agreement.

2. COMPENSATION AND PAYMENT:

A. The hourly rates and other factual unit costs to be used for determining compensation are set forth in Exhibit A, which is attached hereto and incorporated herein, and are to remain fixed, subject to adjustment only by the express prior written approval of City. Appraiser's total compensation for the services authorized by any particular Task Order shall be set forth exclusively in that Task Order.

B. In addition to its fee, if expressly authorized in the applicable Task Order, Appraiser shall be reimbursed for its reasonable out-of-pocket expenses upon its submission of appropriate supporting and backup documentation reasonably acceptable to City. Appraiser shall invoice City at actual costs for such authorized out-of-pocket costs including any subconsultant's compensation. Records of costs incurred under the terms of this Agreement, as well as all of Appraiser's other project related documents and records, shall be maintained by Appraiser and made available to City during the period of this Agreement, and for three (3) years after the final payment is made or such longer period of time as may be required by law. Copies of these documents and records shall be furnished to City without cost, and City or its agents shall be entitled to review, copy and audit all

such documents and records during normal business hours. Appraiser shall include a corresponding right of access, review, copying and audit by City to all project documents and records in all of Appraiser's subconsultant agreements.

C. City reserves the right to direct changes to the services required of Appraiser under this Agreement or any particular Task Order. Appraiser will be compensated for any such changes directed or authorized by City as set forth in Section 6.

D. At the end of each month during which a Task Order shall be outstanding, Appraiser shall submit a separate invoice for services rendered during that month with respect to that Task Order as follows:

- 1) Where a stipulated sum is specified, City shall pay Appraiser in monthly installments based upon the percentage of satisfactory completion. In support of payment, Appraiser shall submit monthly a request for payment describing the work done, percentage of completion and amount requested to be paid, all by reference to line items in the scope of services where available.
- 2) Where fees are computed on a time-incurred basis, the City shall pay Appraiser monthly in arrears upon receipt of an itemized statement certified by Appraiser in form and detail reasonably acceptable to City.
- 3) If authorized under the applicable Task Order, reimbursable expenses reasonably incurred shall be included in the Appraiser's monthly statement of services with such supporting documentation as may be reasonably required by Owner to substantiate the reimbursable expenses.
- 4) Notwithstanding anything in the Agreement or any Task Order to the contrary, City reserves the right to withhold payment to Appraiser in part or in full to the extent reasonably necessary to protect City's interests.
- 5) Appraiser shall be required to provide such supporting documentation for its invoice as may be required by City.

3. **SCHEDULE:** The time schedule for Appraiser's performance of the required services under any particular Task Order, shall be set forth in that Task Order.

4. **CITY'S RESPONSIBILITY:** As reasonably requested by Appraiser, City shall furnish Appraiser with such existing data, surveys, legal descriptions, plans, profiles, and other information available and useful in connection with the subject Task Order that is within City's possession and can be located, which shall be returned to City upon the completion of the services to be performed by Appraiser, unless such data, surveys, legal

descriptions, plans, profiles, and other data are necessary for daily operations; then such forms of information shall be promptly duplicated by Appraiser and the originals returned to City. Unless otherwise noted, the Appraiser shall be entitled to rely upon the accuracy and completeness of any information supplied by the City.

5. CITY'S DESIGNATED REPRESENTATIVE: It is understood and agreed that City designates the Program Manager or his designated representative or its legal counsel to represent City in all technical matters pertaining to and arising from the work and performance of this Agreement. Provided however, neither the Program Manager nor his designated representative shall have the authority to authorize any verbal or written orders or instructions that would have the effect, or be interpreted to have the effect, of adjusting, modifying or changing in any way whatsoever 1) the time to complete any of Appraiser's required services, 2) the amount of compensation City is obligated or committed to pay Appraiser, or 3) the scope or quality of services to be provided and performed by Appraiser. The Program Manager and/or his designated representative and/or legal counsel shall have, but not be limited to, the following responsibilities:

A. Examination of all reports, sketches, drawings, cost estimates, proposals and other documents presented by Appraiser, and rendering in writing decisions pertaining thereto within a reasonable time so as not to materially delay the work of Appraiser.

B. Transmission of instructions, receipt of information, interpretation, and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

C. Give prompt written notice to Appraiser whenever the Program Manager or his designated representative or legal counsel observes or otherwise becomes aware of any defects or changes necessary in the project.

6. ADDITIONAL SERVICES/CHANGES IN SCOPE:

A. As referenced in Section 2.C of this Agreement, City has retained the right to make changes to the scope of work authorized by any Task Order. Accordingly, from time to time, at City's option and in City's sole discretion, Appraiser may be directed or authorized to perform additional services ("Additional Services") City deems necessary or convenient with respect to any particular Task Order that has been issued. Provided however, City will not be responsible for the costs of any Additional Services commenced by Appraiser without City's express prior written approval or direction. If Appraiser reasonably believes that any services required by City (including any changes directed by City) constitutes Additional Services, then Appraiser shall provide prompt written notice to City of any such circumstance before commencing such services. In the event City disagrees with Appraiser's notice of Additional Services and City directs Appraiser to proceed with such services, Appraiser must submit a written claim to City within seven (7)

calendar days of City's directive to proceed. Failure to obtain either City's prior written approval for Additional Services or failure to submit a written claim within said seven (7) day period after being directed by City to proceed with services that Appraiser believes constitutes Additional Services, waives Appraiser's claim that it performed Additional Services and instead such services will be deemed to be part of the original services otherwise required of Appraiser under the applicable Task Order. The compensation for Additional Services will be an amount mutually agreed upon or if the parties fail to reach agreement on the compensation then Appraiser's compensation will be based upon the rates established in the attached Exhibit A and the actual time and out-of-pocket costs incurred by Appraiser to provide such Additional Services as reasonably determined by City.

B. Appraiser hereby waives all claims for consequential and indirect damages against City arising out of or relating to this Agreement.

7. TERMINATION:

A. Either party hereto shall have the right and option to terminate this Agreement as set forth in this section. City shall have the right to terminate this Agreement and any Task Order in effect, in whole or in part, without cause upon seven (7) calendar days written notice to Appraiser. Appraiser shall have the right to terminate this Agreement in its entirety without cause upon ninety (90) calendar days written notice to City with respect to future services and work not already authorized under any particular Task Order; provided however, any services to be performed by Appraiser under a previously issued Task Order shall proceed to completion unless otherwise expressly terminated by City. Nothing in this Section shall be construed to allow Appraiser to terminate any Task Order previously issued and in effect prior to Appraiser's notice of termination for convenience. In the event of a termination for convenience by City, Appraiser's sole and exclusive recovery against City shall be limited to that portion of Appraiser's compensation earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Appraiser that are directly attributable to the termination. In the event of such termination for convenience by Appraiser, Appraiser's sole and exclusive recovery against City shall be limited to that portion of Appraiser's compensation earned through the date of termination for work performed plus any withheld retainage. In no event shall Appraiser be entitled to any other or further recovery against City, including, but not limited to, anticipated fees or profit on work not performed.

B. Appraiser shall be considered in default of this Agreement and such default shall be considered cause for City to terminate this Agreement in whole or in part upon written notice to Appraiser if Appraiser fails to diligently, competently and timely perform any of the work, fails to cooperate with others associated with the work, or otherwise fails to perform or observe any material covenant, representation or warranty contained in this Agreement. If City determines that Appraiser is in default, Appraiser shall have seven (7)

calendar days following receipt by Appraiser of said written notice to remedy and cure the default. If such default is not remedied or cured by Appraiser within those seven (7) calendar days, then City may terminate this Agreement in whole or in part. In the event of such termination by City, Appraiser's sole and exclusive recovery against City shall be limited to that portion of Appraiser's compensation earned through the date of termination, plus any withheld retainage; provided, however, no such amounts shall be due and payable until such time as City determines its damages as a result of such default by Appraiser. City has the right to off set all damages it suffers as a result of Appraiser default from any and all amounts it may owe Appraiser under this Agreement and any Task Order. Further, in the event such damages exceed the amount owed Appraiser, Appraiser shall pay City such excess within ten (10) days of Appraiser's receipt of written demand from City for such excess amount.

C. City shall be considered in default of this Agreement and such default shall be considered cause for Appraiser to terminate any particular Task Order upon written notice to City if City fails to perform or observe any material covenant required of it with respect to such Task Order. In no event does Appraiser have the authority to terminate any Task Order for which the subject default does not apply. If Appraiser so notifies City in writing that City is in default, City shall have thirty (30) calendar days following receipt by City of said written notice to remedy and cure the default. If such default is not remedied or cured by City within those thirty (30) calendar days, then Appraiser may terminate the subject Task Order. In the event of such termination by Appraiser, and subject to the terms of this Agreement, Appraiser shall be entitled only to the same rights and recovery provided to it as a result of a termination for convenience by City per Section 7.A above.

D. If, after notice of termination of this Agreement or any Task Order or any portion of either by City as provided for in Section 7.B above, it is determined for any reason that City wrongfully terminated this Agreement or any Task Order or any portion of either or otherwise was not entitled to terminate for cause, then the notice of termination given pursuant to Section 7.B above shall be deemed to be the notice of termination for convenience by City provided for in paragraph 7.A above and Appraiser's remedies against City shall be the same as and limited to those afforded Appraiser under Section 7.A above.

E. Upon any termination and at no additional cost to City, Appraiser shall deliver to City all papers, records, documents, drawings, calculations, models, and other materials in Appraiser's possession or under its control arising out of or relating to this Agreement as directed by City. The delivery of all such items to City being a condition precedent to any further payment obligations of City under this Agreement. Appraiser may make a copy of any or all such items for its file, at its own cost and expense.

8. TERM: Unless terminated sooner pursuant to the provisions of the "TERMINATION" clauses contained in Section 7 of this Agreement, and subject to the availability of appropriated funds, this Agreement shall take effect immediately upon its

execution by the parties, and shall continue thereafter for a term of 5 years or the completion of all outstanding Task Orders, whichever is later; provided, however, the term of this Agreement shall be amendable and renewable by City, at its sole discretion, for continuation of the term related services on an as-needed basis.

9. INDEMNIFICATION:

A. To the maximum extent permitted by law, Appraiser shall defend, indemnify and hold harmless City, its officers and employees, of any and all claims, actions, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Appraiser or any person employed or utilized by Appraiser in the performance of services hereunder. The provisions of this Section 9 shall survive termination of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party described in this paragraph.

B. The duty to defend under this Section 9 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Appraiser, City or any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Appraiser. Appraiser's obligation to indemnify and defend under this Section 9 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against City or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. Notwithstanding the foregoing and to the extent Appraiser actually defends City and City is ultimately found responsible for such claims, City shall reimburse Appraiser its defense costs, including attorneys' and expert fees, incurred by Appraiser in providing a defense to City and its employees, but only to the extent of the City's culpability.

10. INSURANCE:

A. Appraiser shall procure and maintain during the life of this Agreement insurance of the following types:

1) **Worker's Compensation:** For all of its employees engaged in work on a project under this Agreement. In case any employee engaged in hazardous work on a project is not protected under the Worker's Compensation Statute, Appraiser shall provide Employer's Liability Insurance for the protection of such of its employees not otherwise protected under such provisions.

Coverage A - Worker's Compensation - Statutory
Coverage B - Employer's Liability - \$1,000,000.00

- 2) Personal Injury/Property Damage Liability:
- 3) Liability insurance including, but not limited to:
 - a) Independent Contractor's Liability;
 - b) Contractual Liability;

The minimum primary limits shall be no less than \$1,000,000/\$2,000,000 Personal Injury Liability, and no less than \$1,000,000 Property Damage Liability, or \$2,000,000 Combined Single Limit Liability, or higher limits if required by any Excess Liability Insurer. City shall be named as additional insureds pursuant to an additional insured endorsement on ISO Form 20 10 10 01 (or superceding form) providing comprehensive general liability coverage for completed operations in addition to on-going operations.

3) Automobile Liability: Automobile Liability insurance including all owned, hired, and non-owned automobiles. The minimum primary limits shall be no less than \$1,000,000 Bodily Injury Liability, and no less than \$1,000,000 Property Damage Liability, or no less than \$1,000,000 Combined Single Limit Liability, or higher limits if required by the Excess Liability Insurer. City shall be named as additional insureds.

4) Umbrella Liability Insurance or Excess Liability Insurance: To the extent Appraiser carries umbrella or excess liability insurance, the City shall be named additional insureds on any such policy. Coverage shall be excess of the employer's liability, commercial general liability and automobile liability coverages required herein and shall include all coverages on a "following form" basis. Coverage shall drop down as primary on the exhaustion of any aggregate limit.

B. Certificates of Insurance: Prior to commencement of work on any Task Order, Appraiser shall furnish to City original, current certificates of all insurance required by this agreement, providing thirty (30) days prior written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: **SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL DELIVER THIRTY (30) DAYS PRIOR NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN.** All insurance required by this agreement shall be taken out with insurers licensed to do business in Florida having an A.M. Best's rating of A-, or otherwise approved in advance in writing by City. If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with City thirty (30) days prior to the renewal date.]

11. NEGOTIATION DATA: Appraiser hereby certifies, covenants, and warrants that hourly rates and other factual unit costs supporting the compensation provided in Exhibit A are accurate, complete, and current as of the date of negotiation.

12. OWNERSHIP OF DOCUMENTS:

A. It is understood and agreed that all documents, including detailed reports, plans and all other data in whatever form (text, graphic, digital or other electronic), prepared or obtained by Appraiser in connection with its services hereunder ("Project Documents") shall always be the property of City and shall be delivered to City promptly, at Appraiser's sole expense and without lien, upon City's request or termination of this Agreement by lapse of time or otherwise. Appraiser hereby assigns to City all rights, including all copyrights, to the Project Documents. Appraiser acknowledges and agrees that all Project Documents shall be deemed to be works made for hire, and all right, title, and interest in and to the Project Documents shall be vested in City, and Appraiser will take all actions necessary to secure for City all such right, title, and interest. Appraiser warrants that all materials comprising the Project Documents are original with the Project and have not been copied or derived from any other material without the express consent of the owner, proprietor, and copyright holder of that other material, and are not subject to any other claim of copyright by any other person. Appraiser shall obtain any and all licenses necessary for the production and preparation of the Project Documents including, without limitation, licenses for the use of any material subject to copyright by other parties. Appraiser shall assign to City any and all rights, including any copyrights, in the Project Documents that Appraiser may possess, now or in the future, and Appraiser will claim no rights adverse to City in the Project Documents. As the Project Documents are completed, Appraiser shall assign its copyright interest in such documents to City by executing and delivering to City the Assignment of Copyright, the form of which is attached as Exhibit C. Appraiser shall execute any additional documents required by City to further evidence this assignment. Appraiser, at its own expense, may retain copies of the Project Documents for its files and internal use. Appraiser shall not be liable for any use by City of the Project Documents to the extent they are modified without written approval of Appraiser.

B. City shall not use Appraiser's formal report on any other project unless City notifies Appraiser of its intended use, and obtains the Appraiser's written consent to such use.

C. Appraiser warrants to City that it has full right and authority to grant to City all rights in the Project Documents as provided for in this Section 12. Further, Appraiser hereby consents to City's use (including any use by any replacement Appraiser retained by City) of the Project Documents to complete a project following any termination of Appraiser hereunder or to perform any additions to or renovations of a Project.

D. When transferring data in electronic media format, Appraiser makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Appraiser at the beginning of the Agreement. Because the

data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. The original hard copy of the documents containing the professional Appraiser's seal shall take precedence over the electronic documents.

13. WORK COMMENCEMENT/PROGRESS/DELAYS:

A. The services to be rendered by Appraiser as to any particular Task Order shall commence upon execution of that Task Order and Appraiser's receipt of written notice to proceed with such services from City Manager or his designee.

B. Appraiser agrees to abide by the schedule for performance of the contracted services as set forth in the applicable Task Order. City will be entitled at all times to be advised in writing at its request as to the status of the work being done by Appraiser, and of the details thereof. City may require specification of liquidated delay damages in a Task Order. Failure to specify liquidated delay damages in a Task Order shall not relieve Appraiser of liability for delays or other damages as provided by law.

C. Notwithstanding anything in this Agreement or any Task Order to the contrary, no interruption, interference, suspension or delay in the commencement or progress of Appraiser's services from any cause whatsoever, including those for which City may be responsible in whole or in part, shall relieve Appraiser of its duty to perform or give rise to any right to damages or additional compensation from City. Appraiser expressly acknowledges and agrees that it shall receive no damages for delay. In the event there are delays on the part of City or any applicable regulatory agencies as to the approval of any of the plans, permits and drafts of special provisions submitted by Appraiser or any other delays not due to the fault or neglect of Appraiser, which delay the applicable schedule completion date, Appraiser's sole remedy, if any, against City shall be an equitable extension of time for such delays. Provided, however, if the delay is solely due to City's fault of neglect and the services to be provided hereunder have been delayed for a total of ninety days, Appraiser's compensation shall be adjusted only to reflect the actual incremental increase in out-of-pocket costs experienced by Appraiser, if any, as a result of such delays. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

D. Appraiser shall maintain an adequate and competent staff of professionals and may associate with other qualified firms for the purpose of rendering services hereunder. Appraiser agrees that its staff, subconsultants, and subcontractors who will perform any services for the project are subject to City's reasonable approval and must be

identified in each Task Order. None of the staff, subconsultants, and subcontractors identified in a Task Order shall be removed or replaced by Appraiser without City's prior written approval (such approval not to be unreasonably withheld), and if so removed shall be immediately replaced with a person or firm reasonably acceptable to City. Appraiser is liable for all acts and omissions of its staff, subconsultants, and subcontractors.

14. STANDARDS OF CONDUCT:

A. Appraiser warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Appraiser to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Appraiser any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

B. Appraiser covenants that neither it nor any of its employees presently has any interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

C. Standards of Conduct-Conflict of Interest-Appraiser agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. Appraiser agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

15. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: In the performance of its services hereunder, Appraiser and all of its work product shall comply with all Federal, State, and Local laws, rules regulations and ordinances applicable to the work or payment for work thereof. Appraiser shall not discriminate on the grounds of race, color, religion, sex, or national origin in its performance of work under this Agreement.

16. ASSIGNABILITY: Appraiser shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of City.

17. INDEPENDENT CONTRACTOR: Appraiser is and shall remain an independent contractor and not an employee of City.

18. CONTROLLING LAW AND VENUE: All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Exclusive jurisdiction

and venue to interpret or resolve any dispute under this Agreement shall lie in the State Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

19. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matters. All prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Any alterations or variations of the terms of this Agreement shall not be valid unless made in writing and signed by the parties. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then, notwithstanding, the remainder of the Agreement shall remain in full force and effect.

20. ATTORNEY'S FEES: If either party is required to institute or defend against the other party any legal proceedings in connection with this Agreement, the prevailing party shall be entitled to its costs thereof, together with reasonable attorney's and paralegals' fees.

21. NO WAIVER: No waiver of any provision of this Agreement shall be effective unless made in writing, signed by the party against whom it is charged. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor of the same provision in the future. Neither the failure nor any delay by any party in exercising any right or power under this Agreement, nor any course of dealing between or among the parties, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

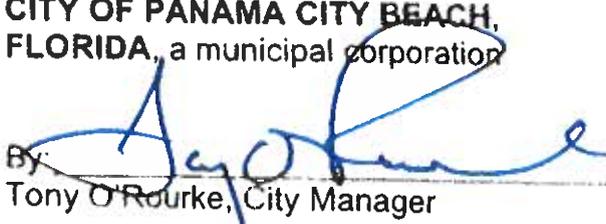
22. COOPERATION: Appraiser acknowledges that the City's projects are generally a multidisciplinary effort which require cooperation and collaboration with numerous consultants, engineers, construction managers, contractors, and counsel assisting and advising City, as well as coordination with utilities, other governmental agencies and all directions from City Manager and City Engineer. Accordingly, Appraiser agrees to cooperate with all such other parties to advance the best interests of City and the project.

23. MEDIATION: City and Appraiser agree to attempt to resolve any dispute between them related to the interpretation or performance of this Agreement by mediation in Bay County, Florida, with a mutually acceptable, certified Florida Mediator to serve at joint expense. If the parties are unable to agree upon a mediator, either party shall request the appointment of a mediator by the Chief Judge of the Circuit Court, Fourteenth Judicial Circuit in and for Bay County, Florida. Mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem solving, and exploring settlement alternatives. Any settlement will require approval of City's governing board. If the parties are unable to reach a mediated

settlement within ninety (90) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other and initiate litigation. Mediation is a condition precedent to filing any law suit or commencing other legal action. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This Section 23 shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents as of the year and date first above written.

**CITY OF PANAMA CITY BEACH,
FLORIDA**, a municipal corporation

By: 
Tony O'Rourke, City Manager

ATTEST:


Jo Smith, Interim City Clerk

**CHANDLER & ASSOCIATES OF PANAMA
CITY, INC.
REAL ESTATE APPRAISAL CORPORATION**

WITNESS
PRINT NAME:

By: _____
Its: _____

WITNESS
PRINT NAME:

EXHIBIT A

HOURLY RATE AND UNIT COST SCHEDULE

PRINCIPAL APPRAISER	\$ /HR
ASSOCIATE APPRAISER	\$ /HR

PARCEL APPRAISAL:

RESTRICTED USE	\$ /PARCEL
SUMMARY	\$ /PARCEL
SELF CONTAINED	\$ /PARCEL

Parcel appraisal costs will vary to be costed with specific task order.

EXHIBIT B

**COMBINED TASK ORDER AND
NOTICE TO PROCEED**

TASK ORDER NO. _____

DATE _____, 2020

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND **CHANDLER AND ASSOCIATES OF PANAMA CITY, INC.** RELATING TO PROFESSIONAL APPRAISAL SERVICES dated _____, 2020, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

1. Pursuant to the Agreement, Appraiser agrees to perform the specific professional appraisal tasks set forth upon incorporated Attachment A, Scope of Services, to assist the City's acquisition of land to effect improvements to certain transportation corridors within the City.

2. Appraiser's compensation shall be paid in monthly installments as specified in the Agreement. Appraiser's total compensation for the services to be provided under this Task Order shall be determined as follows:

					Subtotal
Right of Way Planning and Consultation:	\$/hr	_____	x	hrs =	_____
Restricted Use Appraisals:					
_____	\$/parcel	_____	x	parcel(s) =	_____
Summary Appraisals:					
_____	\$/parcel	_____	x	parcel(s) =	_____
Self Contained Appraisals:					
_____	\$/parcel	_____	x	parcel(s) =	_____
Litigation and Expert Witness Consultation:	\$/hr	_____	x	hrs =	_____

Reimbursable Expenses:

If reimbursable expenses are to be paid hereunder, such expenses must be specifically **AUTHORIZED AND IDENTIFIED** in this section. Should no reimbursable expenses be

particularly set forth in this section, the parties agree that reimbursable expenses shall not exceed \$ _____.

Appraiser's total compensation, including reimbursable expenses, if any, will be established in a stipulated sum not to exceed \$ _____.

3. Work shall begin on _____, 202____, and shall be substantially completed by _____, 202____. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

4. Attached hereto as Attachment B is a listing of Appraiser's staff who have been assigned to the project as well as the subconsultants and subcontractors who will be used by Appraiser on the project, if any. No changes to assigned personnel, subconsultants or subcontracts may be made by Appraiser without City's prior written consent.

Upon execution of this Task Order by both Appraiser and City, Appraiser is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

By: _____
Its: _____
Date: _____

CITY OF PANAMA CITY BEACH, FL

By: _____
City Manager
Date: _____

ATTEST:

City Clerk