

**RESOLUTION NO. 24-04**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A PURCHASE AND SALE AGREEMENT WITH TOBY SHARPE FOR LAND NEEDED FOR THE FRONT BEACH ROAD SEGMENT 4.2 PROJECT, IN THE TOTAL AMOUNT OF \$49,327.30.**

**BE IT RESOLVED** that 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 Toby W. Sharpe, relating to the City's acquisition of land for the Front Beach Road Segment 4.2 Project, in the basic amount of Forty-Nine Thousand, Three Hundred Twenty-Seven Dollars and Thirty Cents (\$49,327.30), 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 12<sup>th</sup> day of October, 2023.

**CITY OF PANAMA CITY BEACH**

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

  
Mark Sheldon, Mayor

**ATTEST:**

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

**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.:** 121 & 722  
**Tax ID No.:** 34495-000-000

**THIS AGREEMENT ("Agreement") is made and entered into this 13 day of October, 2023 by and between Toby W. Sharpe, (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 #34495-000-000, Bay County, Florida, containing 392.68 square feet, more or less, referred to as parcel 121 (Fee Acquisition) and as that portion of Tax ID #34495-000-000 (14400 Front Beach Road) Bay County, Florida, containing 82.5 square feet, more or less, referred to as parcel 722 (Temporary Construction Easement).

Property Address or description of its location: 14400 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 and as identified herein represent any and all compensation to all ownership interests in the real property including lessees and is inclusive of all fees, costs, or business damages claims associated with this agreement for the acquisition of the Property by Buyer for the construction of the Project.

**I. DESCRIPTION**

- a. **Real property interest in the Property described as:**  
 Parcel 121 Fee Simple  
 Parcel \_\_\_\_\_ Permanent Electric Utility Easement  
 Parcel 722 Temporary Construction Easement

**II. PURCHASE PRICE\***

a.	<b>Fee Simple Real Property</b>	
	Land (Parcel 121)	\$ 41,545.00
	Improvements	\$ 1,700.00
	Real Estate Damages (Severance/Cost-to-Cure)	\$ 0.00
b.	<b>Easements</b>	
	Permanent Electric Utility Easement	\$ 0.00
	Temporary Construction Easement - Parcel 722	<u>\$ 1,855.00</u>
c.	<b>Total Real Property</b>	<u>\$ 45,100.00</u>
d.	<b>Incentive (see paragraph 5)</b>	
	Parcel <u>121</u> Fee Simple	\$ 0.00
	Parcel _____ Permanent Electric Utility Easement	\$ 0.00
	Parcel <u>722</u> Temporary Construction Easement	\$ 0.00
e.	<b>Total Settlement Amount</b>	<u>\$ 45,100.00</u>

**III. FEES AND COSTS\***

- a. Attorney fees and costs\*\* \$ 4,227.30
- 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) Intentionally left blank.

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.

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 121 Warranty Deed
- Parcel \_\_\_\_\_ Permanent Electric Utility Easement
- Parcel 722 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) Intentionally left blank.

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 Settlement Amount" exceeds \$25,000.00 shall be wholly contingent upon the City of Panama City Beach City Council voting to approve the Settlement and 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.

**Remainder of this Page Intentionally Left Blank**

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

**SELLER(S):**

**BUYER:**

Toby W. Sharpe      09-27-23  
Signature                      Date

**CITY OF PANAMA CITY BEACH**

BY:

Toby W. Sharpe  
Print Name

Drew Whitman      10/13/2023  
Signature                      Date

Drew Whitman, City Manager  
Type or Print Name and Title

**ACKNOWLEDGEMENT ACCEPTANCE AND CONSENT**

**Dollar Outlet, LLC dba Nothing Over a Dollar,  
Dollar Outlet #6**

By: Toby W. Sharpe      09-27-23  
Signature                      Date

Toby W. Sharpe  
Print Name

ATTEST:

As Its: Authorized Member (AMBR)

Lynne Fasone  
Lynne Fasone, City Clerk

I have the authority to bind Dollar Outlet, LLC  
dba Nothing Over a Dollar, Dollar Outlet #6

/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

**EXHIBIT A**

**LEGAL DESCRIPTION: RIGHT OF WAY TAKING (121)  
14400 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 THE NORTHWEST CORNER OF BLOCK "G" BID-A-WEE SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 23 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND PROCEED NORTH 56 DEGREES 57 MINUTES 36 SECONDS WEST, FOR A DISTANCE OF 40.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF NAUTILUS STREET FOR THE POINT OF BEGINNING; THENCE SOUTH 33 DEGREES 05 MINUTES 57 SECONDS WEST, FOR A DISTANCE OF 17.00 FEET; THENCE NORTH 56 DEGREES 57 MINUTES 32 SECONDS WEST, FOR A DISTANCE OF 31.03 FEET; THENCE NORTH 68 DEGREES 34 MINUTES 39 SECONDS EAST, FOR A DISTANCE OF 17.21 FEET; THENCE SOUTH 56 DEGREES 57 MINUTES 32 SECONDS EAST, FOR A DISTANCE OF 18.00 FEET; THENCE NORTH 38 DEGREES 14 MINUTES 08 SECONDS EAST, FOR A DISTANCE OF 11.05 FEET; THENCE SOUTH 56 DEGREES 57 MINUTES 32 SECONDS EAST, FOR A DISTANCE OF 2.06 FEET; THENCE SOUTH 33 DEGREES 05 MINUTES 57 SECONDS WEST, FOR A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.  
CONTAINING 392.68 SQUARE FEET OR 0.009 ACRES, MORE OR LESS.**

**LEGAL DESCRIPTION: TEMPORARY CONSTRUCTION EASEMENT (722)  
14400 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 THE NORTHWEST CORNER OF BLOCK "G" BID-A-WEE SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 23 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND PROCEED NORTH 56 DEGREES 57 MINUTES 36 SECONDS WEST, FOR A DISTANCE OF 40.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF NAUTILUS STREET; THENCE NORTH 33 DEGREES 05 MINUTES 37 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 8.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE PROCEED NORTH 56 DEGREES 57 MINUTES 32 SECONDS WEST, FOR A DISTANCE OF 2.06 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 38 DEGREES 14 MINUTES 08 SECONDS WEST, FOR A DISTANCE OF 11.05 FEET; THENCE NORTH 56 DEGREES 57 MINUTES 32 SECONDS WEST, FOR A DISTANCE OF 9.00 FEET; THENCE NORTH 53 DEGREES 01 MINUTE 27 SECONDS EAST, FOR A DISTANCE OF 11.70 FEET; THENCE SOUTH 56 DEGREES 57 MINUTES 32 SECONDS EAST, FOR A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING.  
CONTAINING 82.50 SQUARE FEET OR 0.002 ACRES, MORE OR LESS.**