

RESOLUTION NO. 24-100

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH THE BAY COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE PURCHASE OF LAND LOCATED AT 7300 MCELVEY ROAD IN THE AMOUNT OF \$920,000.00.

BE IT RESOLVED by the City Council of the City of Panama City Beach, Florida that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and the Bay County Board of County Commissioners for the purchase and sale of certain real property located at 7300 McElvey Road for the Utility Department in the amount of Nine Hundred and Twenty Thousand Dollars and No Cents (\$920,000.00), in substantially the form **attached** as Exhibit A and presented to the Council, 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.

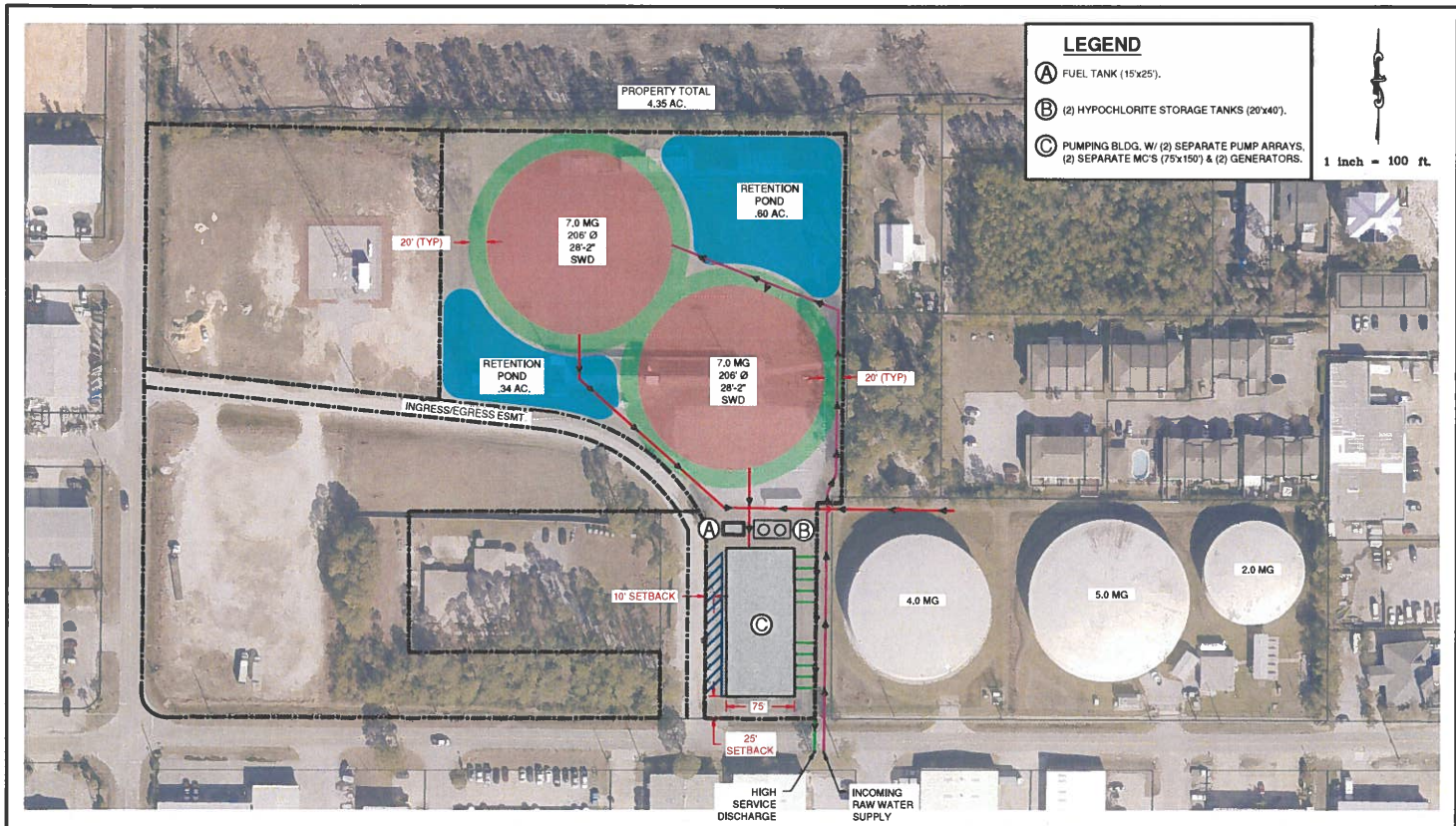
PASSED, APPROVED AND ADOPTED in regular session this 14th day of March 2024.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk



LEGEND

- (A) FUEL TANK (15'x25').
- (B) (2) HYPOCHLORITE STORAGE TANKS (20'x40').
- (C) PUMPING BLDG. W/ (2) SEPARATE PUMP ARRAYS, (2) SEPARATE MC'S (75'x150') & (2) GENERATORS.

1 inch = 100 ft.

NO.	DATE	BY	DATE	6-29-2023
			SCALE:	1"=100'
			DESIGNED BY:	M.S.
			DRAWN BY:	L.J.S.
			CHECKED BY:	M.S.
			FILE NO.:	

CITY OF
PANAMA CITY BEACH

116 SOUTH ARNOLD ROAD
PANAMA CITY BEACH, FLORIDA 32413

EXHIBIT I
**McELVEY ROAD WATER PUMPING STATION
EXPANSION**

SHEET NUMBER
1 OF 1

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REAL ESTATE SALES CONTRACT

STATE OF FLORIDA

COUNTY OF BAY

THIS REAL ESTATE SALES CONTRACT (this "Contract") is made by and between THE BAY COUNTY BOARD OF COUNTY COMMISSIONERS, ("Seller") and the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation ("Purchaser"), upon the terms and conditions set forth herein.

ARTICLE I

1.01. Seller hereby agrees to sell and convey by statutory county deed in substantially the form attached as Exhibit A (the "Deed"), and Purchaser hereby agrees to purchase and pay for, all that certain real estate located in Bay County, Florida described as follows:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF MCELVEY ROAD (A 45 FEET WIDE RIGHT OF WAY PER PLAT BOOK 15, PAGE 14, PLAT BOOK 16, PAGE 19, AND PLAT BOOK 16, PAGE 83), ALSO BEING THE SOUTH BOUNDARY OF AFORESAID NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, SOUTH 89° 32' 42" EAST (BEARING BASIS FROM THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE) FOR A DISTANCE OF 647.83 FEET TO THE EAST BOUNDARY OF A 50-FOET WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 2798, PAGE 2152, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE NORTH 00° 36' 29" EAST ALONG SAID EAST BOUNDARY FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00° 36' 29" EAST FOR A DISTANCE OF 214.44 FEET TO A NON-TANGENT POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 222.51 FEET, THROUGH A CENTRAL ANGLE OF 59° 00' 29" FOR AN ARC LENGTH OF 229.16 FEET (CHORD BEARING NORTH 54° 26' 17" WEST FOR A CHORD DISTANCE OF 219.17 FEET) TO A POINT OF TANGENCY; THENCE NORTH 83° 56' 32" WEST FOR A DISTANCE OF 118.37 FEET TO POINT ON A LINE 350.36 FEET EAST OF AND PARALLEL WITH THE WEST BOUNDARY OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32; THENCE ALONG SAID LINE, NORTH 00° 36' 29' EAST FOR A DISTANCE OF 299.02 FEET TO THE NORTH BOUNDARY OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32; THENCE ALONG SAID NORTH BOUNDARY SOUTH 89° 32' 52" EAST FOR A DISTANCE OF 446.00 FEET TO A POINT 525.00 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32; THENCE ALONG A LINE 525.00 FEET WEST OF AND PARALLEL WITH THE EAST BOUNDARY OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, SOUTH 00° 36' 24" WEST FOR A DISTANCE OF 410.00 FEET; THENCE NORTH 89° 32' 52" WEST FOR A DISTANCE OF 26.61 FEET; THENCE SOUTH 00° 36' 58" WEST FOR A DISTANCE OF 241.07 FEET; THENCE ALONG A LINE 10.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH BOUNDARY OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32; NORTH 89° 32' 42" WEST FOR A DISTANCE 121.90 FEET TO THE POINT

OF BEGINNING, CONTAINING 4.34 ACRES, MORE OR LESS.

1.02 Seller hereby agrees to sell and convey a permanent access easement in substantially the form attached as Exhibit B (the "Easement"), and Purchaser hereby agrees to purchase and pay for, all that certain real estate located in Bay County, Florida described as follows:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF MCELVEY ROAD (A 45 FEET WIDE RIGHT OF WAY PER PLAT BOOK 15, PAGE 14, PLAT BOOK 16, PAGE 19, AND PLAT BOOK 16, PAGE 83), ALSO BEING THE SOUTH BOUNDARY OF AFORESAID NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, SOUTH 89° 32' 42" EAST (BEARING BASIS FROM THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE) FOR A DISTANCE OF 597.83 FEET TO THE WEST BOUNDARY OF A 50-FEET WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 2798, PAGE 2152 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE NORTH 00° 36' 29" EAST FOR A DISTANCE OF 224.44 FEET; THENCE NORTH 89° 32' 37" WEST FOR A DISTANCE OF 7.29 FEET TO A NON-TANGENT POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 172.51 FEET, THROUGH A CENTRAL ANGLE OF 50° 49' 18" FOR AN ARC LENGTH OF 153.02 FEET (CHORD BEARING NORTH 58° 31' 53" WEST FOR A DISTANCE OF 148.05 FEET) TO A POINT OF TANGENCY; THENCE NORTH 83° 56' 32" WEST FOR A DISTANCE OF 435.42 FEET TO THE EAST RIGHT OF WAY LINE OF HOLLEY LANE, A 60 FEET WIDE RIGHT OF WAY PER OFFICIAL RECORD BOOK 1069, PAGE 1892 (WEST SIDE) AND OFFICIAL RECORD BOOK 4769, PAGE 1319 (EAST SIDE); THENCE ALONG EAST RIGHT OF WAY LINE OF HOLLEY LANE, NORTH 00° 36' 29" EAST FOR A DISTANCE OF 50.23 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE SOUTH 83° 56' 32" EAST FOR A DISTANCE OF 440.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 222.51 FEET, THROUGH A CENTRAL ANGLE OF 59° 00' 29" FOR AN ARC LENGTH OF 229.16 FEET (CHORD BEARING SOUTH 54° 26' 17" EAST FOR A CHORD DISTANCE OF 219.17 FEET) TO A NON-TANGENT POINT; THENCE SOUTH 00° 36' 29" WEST FOR A DISTANCE OF 224.44 FEET; THENCE NORTH 89° 32' 42" WEST FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

1.03 Seller also sells and agrees to sell and convey, and Purchaser hereby agrees to pay for, all and singular, the rights and appurtenances pertaining to the Deed (sometimes referred to as the "Property"), including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, and including any rights of Seller to any oil, gas, and other minerals, together with any improvements and fixtures situated on and attached to the Property or appurtenant thereto (all of such real property, leases, rights, and appurtenances being hereinafter collectively referred to as the "Property"), for the consideration and upon the terms and conditions hereinafter set forth.

ARTICLE II

PURCHASE PRICE

Amount of Purchase Price

2.01. The purchase price (herein called the "Purchase Price") for said Property shall be the sum of NINE HUNDRED TWENTY THOUSAND DOLLARS (\$920,000.00).

Deposit

2.02. Purchaser shall deposit with Hand Arendall Harrison Sale, LLC the sum of Ten Thousand Dollars (\$10,000.00) as an Escrow Deposit that shall be credited to the Purchaser at Closing.

Payment of Purchase Price

2.03. Purchaser shall pay at Closing the sum of NINE HUNDRED TEN THOUSAND DOLLARS (\$910,000.00) in cash or certified funds.

ARTICLE III

PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Title Commitment

3.02. Five (5) days prior to Closing, Purchaser shall secure, at Purchaser's expense, a title insurance commitment ("Title Commitment"). The Title Commitment shall commit to issue to Purchase an owner's title insurance policy in an amount equal to the total Purchase Price of the Property upon recording of the deed hereinafter called for, free and clear of all liens and

encumbrances except the standard exceptions or qualification usually printed in the title insurer's commitment form and permitted exceptions identified herein. Purchaser shall have five (5) days from the date of receiving the Title Commitment to examine same and, if the title is found to be defective, Purchaser shall, within (2) days, notify Seller in writing specifying the defects and Seller shall have thirty (30) days from receipt of notice within which to cure said defects. If Seller is unsuccessful in removing the defects within that time to the reasonable satisfaction of Purchaser, Purchaser shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract whereupon Purchaser and Seller shall be released from all obligations under the Contract. Seller agrees that it will in good faith use due diligence to correct the title defect within the time provided but Seller shall not be obligated to expend any of Seller's funds to correct any such title defect.

Access and Inspection Rights

3.03. Purchaser may, prior to the Closing Date, personally or through its employees, representatives and consultants, make such inspections, tests and investigations of the Property (including, without limitation, environmental inspections, borings and physical samplings) as Purchaser deems necessary or desirable, and Seller shall cooperate fully in such inspections, tests, investigations and examinations and shall instruct its employees, representatives and agents to cooperate fully. Such inspections, tests, investigations and examinations shall be done at reasonable times and under reasonable circumstances.

Furthermore, from and during this Contract, Purchaser shall have the right to enter upon the Property for purposes of conducting any such inspections, tests, and investigations of the Property as Purchaser deems necessary or desirable and such right in Purchaser shall extend to Purchaser's agents, representatives, consultants, and contractors. Any damage to the Property or

improvements caused by any such entry, inspections, tests, or investigations shall be repaired immediately by Purchaser. Purchaser shall indemnify Seller and hold Seller harmless from and in respect of any loss, costs, damage or expense as a result of any claim asserted against Seller arising out of such entry, inspections, tests or investigations.

Purchaser understands that it is purchasing the Property in “as-is, where-is” condition and that no stated or implied representations or warranties of any nature whatsoever have been made by the Seller pertaining to the size, shape, location or condition of the Property, or pertaining to the site, environmental matters, toxic waste, radon gas, etc.

ARTICLE IV

CLOSING

4.01. The Closing shall be at the offices of Hand Arendall Harrison Sale, LLC, 16901 Panama City Beach Parkway, Suite 200, Panama City Beach, Florida, on or before April , 2024, unless the parties agree in writing to another date and place for Closing.

4.02. Real property taxes, water rates and sewer charges, and rents, if any, shall be prorated and adjusted on the basis of thirty (30) days of each month, Seller to have the last day, to the date of Closing. Taxes for all prior years shall be paid by Seller. If the Closing shall occur before the tax rate is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, with the proration to be adjusted between the parties based on actual taxes for the year in which Closing occurs at the time such actual taxes are determined. Assessments, either general or special, for improvements completed prior to the date of Closing, whether matured or unmatured, shall be paid in full by Seller. All other assessments shall be paid by Purchaser.

4.03. At the Closing, Seller shall:

(a) Deliver to Purchaser a duly executed and acknowledged special warranty deed conveying good and marketable title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions.

(b) Deliver to Purchaser an Affidavit of Non-Foreign Status of Seller executed by Seller.

(c) Deliver to Purchaser and the Closing Agent affidavits by knowledgeable persons that there are no liens and encumbrances, existing or contingent, against the Property.

(d) Deliver to Purchaser possession of the Property.

(e) Deliver to Purchase a duly executed Easement.

4.04. At the Closing, Purchaser shall:

(a) Deliver to Seller the cash portion of the Purchase Price.

4.05. Each party shall pay any attorney's fees incurred by such party. Purchaser shall pay for the following: documentary tax stamps affixed to the Deed; the cost of the Title Insurance Policy and related charges for examination, search and closing; and the cost of recording the Deed. All other costs and expenses of Closing the sale and purchase and loans shall be borne and paid by the party requesting the item or service.

ARTICLE V

LEGISLATIVE ACTION

5.01. This agreement and purchase is wholly contingent upon the Panama City Beach City Council voting to approve this Contract on or before March 14, 2024 and the Bay County Board of County Commissioners voting to approve this contract on or before May 1, 2024. If the decisions are "yes," this Contract shall continue in full force and effect. If either decision is "no," this Contract shall terminate and neither party shall have any further obligations hereunder.

ARTICLE VI

BREACH BY SELLER

6.01. If Seller fails or refuses to comply fully with the terms of this Contract, because of failure to clear title, as outlined in Paragraph 3.02 contained herein, to Property or for any other cause other than Purchaser's default, Purchaser may, at its option, (a) rescind this Contract and recover from Seller the Deposit, or (b) proceed with this Contract and take the Property as-is, or (c) pursue a suit for specific performance.

ARTICLE VII

BREACH BY PURCHASER

7.01. If Purchaser shall default in the performance of any of the terms and conditions of this Contract, or if the Closing shall not occur through the fault of Purchaser, Seller may, as their sole remedy, retain the Deposit as liquidated damages, and this Contract shall be cancelled.

ARTICLE VIII

MISCELLANEOUS

Survival of Covenants

(a) The terms of this Agreement shall merge into the closing documents, notably, the deed, and shall not survive the Closing.

Notice

(b) Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Seller or the Purchaser, as the case may be, at the addresses set forth herein below:

IF TO SELLER:

IF TO PURCHASER:

Drew Whitman, City Manager
City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, Florida 32413

With Copy To:

J. Cole Davis, Esquire
Hand Arendall Harrison Sale, LLC
16290 Panama City Beach Parkway, Suite 200
Panama City Beach, FL 32413

Governing Law and Jurisdiction

(c) This Contract shall be construed and enforced in accordance with the laws of the State of Florida.

Parties Bound

(d) This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

(e) In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Integration

(f) This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. This Contract cannot be modified or changed except by the written consent of all of the parties.

Time of Essence

(g) Time is of the essence of this Contract. All times calculated in days hereunder shall be calendar days.

Attorney's Fees

(h) Any party to this Contract which is the prevailing party in any legal proceeding against any other party to this Contract brought under or with relation to this Contract or transaction shall be additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

Gender and Number

(i) Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Date of Contract

(j) The term "date of this Contract" as used herein shall mean the latest of the dates on which this Contract is fully signed by Seller or Purchaser, as indicated by their signatures below, which latest date shall be the date of final execution and agreement by the parties.

[Intentionally left blank, signatures on following page]

Executed on the dates set forth at the signatures of the parties hereto.

DATED as to Seller this _____ day of _____, 2024.

Witnesses

**SELLER:
BAY COUNTY BOARD OF COUNTY
COMMISSIONERS**

**By:
Its: Chairman**

DATED as to Purchaser this _____ day of _____, 2024.

ATTEST:

Lynne Fasone, City Clerk

**PURCHASER:
PANAMA CITY BEACH, FLORIDA**

**By: _____
Drew Whitman, City Manager**

Exhibit A

Parcel Identification Number:

COUNTY DEED

This indenture made on _____, 2024, by

Bay County Board of County Commissioners

whose address is: 840 W 11th Street, Panama City, FL 32401

hereinafter called the "Grantors", to

The City of Panama City Beach, a municipal corporation

whose address is: 17007 Panama City Beach Parkway, Panama City Beach, Florida, 32413

hereinafter called the "Grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the Grantors, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grant, bargain, sell, unto the Grantee, all that certain land situate in Bay County, Florida, to-wit:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF MCELVEY ROAD (A 45 FEET WIDE RIGHT OF WAY PER PLAT BOOK 15, PAGE 14, PLAT BOOK 16, PAGE 19, AND PLAT BOOK 16, PAGE 83), ALSO BEING THE SOUTH BOUNDARY OF AFORESAID NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, SOUTH 89° 32' 42" EAST (BEARING BASIS FROM THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE) FOR A DISTANCE OF 647.83 FEET TO THE EAST BOUNDARY OF A 50-FOOT WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 2798, PAGE 2152, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE NORTH 00° 36' 29" EAST ALONG SAID EAST BOUNDARY FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00° 36' 29" EAST FOR A DISTANCE OF 214.44 FEET TO A NON-TANGENT POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 222.51 FEET, THROUGH A CENTRAL ANGLE OF 59° 00' 29" FOR AN ARC LENGTH OF 229.16 FEET (CHORD BEARING NORTH 54° 26' 17" WEST FOR A CHORD DISTANCE OF 219.17 FEET) TO A POINT OF TANGENCY; THENCE NORTH 83° 56' 32" WEST FOR A DISTANCE OF 118.37 FEET TO POINT ON A LINE 350.36 FEET EAST OF AND PARALLEL WITH THE WEST BOUNDARY OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32; THENCE ALONG SAID LINE, NORTH 00° 36' 29" EAST FOR A DISTANCE OF 299.02 FEET TO THE NORTH BOUNDARY OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32; THENCE ALONG SAID NORTH BOUNDARY SOUTH 89° 32' 52" EAST FOR A DISTANCE OF 446.00 FEET TO A POINT 525.00 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32; THENCE ALONG A LINE 525.00 FEET WEST OF AND PARALLEL WITH THE EAST BOUNDARY OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, SOUTH 00° 36' 24" WEST FOR A DISTANCE OF 410.00 FEET; THENCE NORTH 89° 32' 52" WEST FOR A DISTANCE OF 26.61 FEET; THENCE SOUTH

00° 36' 58" WEST FOR A DISTANCE OF 241.07 FEET; THENCE ALONG A LINE 10.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH BOUNDARY OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32; NORTH 89° 32' 42" WEST FOR A DISTANCE 121.90 FEET TO THE POINT OF BEGINNING, CONTAINING 4.34 ACRES, MORE OR LESS.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

The land is not the homestead of the Grantors under the laws and constitution of the State of Florida and neither the Grantors nor any person(s) for whose support the Grantors are responsible reside on or adjacent to the land.

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

To Have and to Hold, the same in fee simple forever.

In Witness Whereof, the Grantors have hereunto set their hand(s) and seal(s) the day and year first above written.

**Bay County Board of County
Commissioners**

By: Tommy Hamm, Chairman

Witness Signature

Print Name: _____

Witness Signature

Print Name: _____

State of
County of

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on _____, 2024, by [], on behalf of [], who are personally known to me or has produced a valid driver's license as identification.

NOTARY PUBLIC

Notary Print Name

My Commission Expires: _____

EXHIBIT B

UTILITY EASEMENT

STATE OF FLORIDA
COUNTY OF BAY

KNOW ALL MEN BY THESE PRESENTS that, Grantor, the Bay County Board of County Commissioners for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) to it in hand paid by the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation, the receipt whereof is hereby acknowledged, do hereby grant and convey to said CITY OF PANAMA CITY BEACH, FLORIDA, its successors and assigns, a perpetual, nonexclusive easement in and the right to excavate for, install, bury, construct, maintain, repair, alter, access and operate its sanitary sewer, potable water, and reuse water utilities, as the same shall be located or relocated by said CITY, together with the right to allow the attachment of and also the right to install, maintain and use such junctions, manholes, drains, and connectors as may be necessary or convenient in connection therewith, upon, under and across the following described land in Bay County, to wit:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF MCELVEY ROAD (A 45 FEET WIDE RIGHT OF WAY PER PLAT BOOK 15, PAGE 14, PLAT BOOK 16, PAGE 19, AND PLAT BOOK 16, PAGE 83), ALSO BEING THE SOUTH BOUNDARY OF AFORESAID NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, SOUTH 89° 32' 42" EAST (BEARING BASIS FROM THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE) FOR A DISTANCE OF 597.83 FEET TO THE WEST BOUNDARY OF A 50-FEET WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 2798, PAGE 2152 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE NORTH 00° 36' 29" EAST FOR A DISTANCE OF 224.44 FEET; THENCE NORTH 89° 32' 37" WEST FOR A DISTANCE OF 7.29 FEET TO A NON-TANGENT POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 172.51 FEET, THROUGH A CENTRAL ANGLE OF 50° 49' 18" FOR AN ARC LENGTH OF 153.02 FEET (CHORD BEARING NORTH 58° 31' 53" WEST FOR A DISTANCE OF 148.05 FEET) TO A POINT OF TANGENCY; THENCE NORTH 83° 56' 32" WEST FOR A DISTANCE OF 435.42 FEET TO THE EAST RIGHT OF WAY LINE OF HOLLEY LANE, A 60 FEET WIDE RIGHT OF WAY PER OFFICIAL RECORD BOOK 1069, PAGE 1892 (WEST SIDE) AND OFFICIAL RECORD BOOK 4769, PAGE 1319 (EAST SIDE); THENCE ALONG EAST RIGHT OF WAY LINE OF HOLLEY LANE, NORTH 00° 36' 29" EAST FOR A DISTANCE OF 50.23 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE SOUTH 83° 56' 32" EAST FOR A DISTANCE OF 440.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 222.51 FEET, THROUGH A CENTRAL ANGLE OF 59° 00' 29" FOR AN ARC LENGTH OF 229.16 FEET (CHORD BEARING SOUTH 54° 26' 17" EAST FOR A CHORD DISTANCE OF 219.17 FEET) TO A NON-TANGENT POINT; THENCE SOUTH 00° 36' 29" WEST FOR A DISTANCE OF 224.44 FEET; THENCE NORTH 89° 32' 42" WEST FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

TOGETHER with all rights and privileges necessary or convenient for the full enjoyment and use thereof including the rights of ingress and egress to and from said easement.

PROVIDED always that in undertaking such excavation, installation, burial, construction, maintenance, repair, alteration or operation, the said CITY, its successors and assigns, shall be

obligated to restore the surface of said property to as good or better condition as immediately preceding such undertaking; and

PROVIDED that Grantors, their successors and assigns shall make no use of or improvement on the above-described land inconsistent with the easement granted herein, Grantors and Grantee agreeing that construction of an asphalt paved road or parking lot shall not be considered an inconsistent use; and

PROVIDED, no use of said property shall interfere with the use of said property as an ingress and egress route for others to whom the Grantors may grant similar use rights.

TO HAVE AND TO HOLD the same to the said CITY, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 2024.

Signed, sealed and delivered
in the presence of:

GRANTOR
Bay County Board of County Commissioners

Tommy Hamm, Chairman

Date: _____

(Signature of Witness)
Print Name:

(Signature of Witness)
Print Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization this ___ day of _____, 20__, by _____ and
_____, who: (notary must check applicable line)

_____ is personally known to me.

_____ produced _____ as identification.

[Notary Seal]

Signature of Notary Public

Name typed, printed or stamped
My commission Expires: _____

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 20__, by _____ of _____, who: (notary must check applicable line)
a _____ corporation, on behalf of the corporation. He/she is personal known to me or has produced _____ as identification.

[Notary Seal]

Signature of Notary Public

Name typed, printed or stamped

My commission Expires: _____

THIS INSTRUMENT PREPARED BY BUT NOT EXECUTED BEFORE:
J. Cole Davis Esquire
HAND ARENDALL HARRISON SALE LLC
16901 PANAMA CITY BEACH PARKWAY SUITE 200
PANAMA CITY BEACH, FLORIDA 32413
(850) 769-3434