

**RESOLUTION 18-57**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF VACANT LAND ON DELUNA PLACE FOR \$120,000 FROM KENNETH AND JENNIFER PURVIS; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Kenneth S. Purvis and Jennifer C. Purvis relating to the purchase of vacant land located at 118 Deluna Place, in the basic amount of One Hundred Twenty Thousand Dollars (\$120,000), 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 25<sup>th</sup> day of January, 2018.

**CITY OF PANAMA CITY BEACH**

By: 

Mike Thomas, Mayor

**ATTEST:**

  
Jo Smith, City Clerk



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
UTILITY DEPARTMENT/LEGAL

2. MEETING DATE:  
JANUARY 25, 2018

3. REQUESTED MOTION/ACTION:

Consideration of Resolution 18-57 approving the purchase of vacant land at 118 Deluna Place for future sewer lift stations.

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES  NO  N/A   
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES  NO  N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The utility department needs to acquire sites for future sewer lift stations as part of a long-range plan to provide sewer service in the Laguna Beach residential area between Front Beach Road and Back Beach Road. A master plan for the project has been developed and staff has identified potential sites on currently vacant lots that are conducive for allowing a gravity sewer system to be constructed in a cost-effective manner. The owner of a vacant parcel at 118 Deluna Place listed in MLS for \$150,000 has agreed to sell the lot to the City for \$120,000. This price is \$7,000 above the appraised range of values. Staff believes the \$7,000 difference above the appraised value range would be offset by higher costs that would occur by selecting an alternate site that results in a deeper pipe installation. Legal counsel has prepared and obtained the necessary signatures from both parties to contract for the purchase, contingent upon the City Council approving the transaction. This parcel would serve Basin #3 of 3 total basins in the project area.

Attached is a copy of the proposed Vacant Land Contract. Staff has reviewed the contract, and recommends Council approval of the purchase of the parcel from Kenneth and Jennifer Purvis in the amount of \$120,000.

The land acquisitions for future lift stations, and expansion of existing stations, are currently budgeted and the proposed expenditure is within budget.

WHY – To allow the City Manager to contract to purchase vacant land for a future lift station site.

WHAT – Allow the Utility department to acquire a suitable site prior to it being developed.

1. **Sale and Purchase:** Kenneth S. Purvis and Jennifer C. Purvis ("Seller")  
and City of Panama City Beach, Florida ("Buyer")  
(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")  
described as:  
Address: 118 Deluna Place, Panama City Beach, Florida.  
Legal Description: \_\_\_\_\_  
Parcel as described on Attached Exhibit A  
\_\_\_\_\_  
\_\_\_\_\_  
SEC \_\_\_/TWP \_\_\_/RNG \_\_\_ of Bay County, Florida. Real Property ID No.: 37242-020-000  
including all improvements existing on the Property and the following additional property: \_\_\_\_\_  
\_\_\_\_\_  
2. **Purchase Price:** (U.S. currency).....\$ 120,000.00  
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:  
Escrow Agent's Name: Hand Arendall Harrison Sale LLC  
Escrow Agent's Contact Person: Kevin D. Obos  
Escrow Agent's Address: 304 Magnolia Avenue, Panama City, FL 32401  
Escrow Agent's Phone: 850-769-3434  
Escrow Agent's Email: kobos@hsmclaw.com  
(a) Initial deposit (\$0 if left blank) (Check if applicable)  
 accompanies offer  
 will be delivered to Escrow Agent within \_\_\_\_\_ days (3 days if left blank)  
after Effective Date .....\$ \_\_\_\_\_  
(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)  
 within \_\_\_\_\_ days (10 days if left blank) after Effective Date  
 within \_\_\_\_\_ days (3 days if left blank) after expiration of Feasibility Study Period .....\$ \_\_\_\_\_  
(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage).....\$ \_\_\_\_\_  
(d) Other: .....\$ \_\_\_\_\_  
(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)  
to be paid at closing by wire transfer or other Collected funds .....\$ 120,000.00  
(f)  (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The  
unit used to determine the purchase price is  lot  acre  square foot  other (specify): \_\_\_\_\_  
prorating areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ per unit based on a  
calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in  
accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the  
calculation: \_\_\_\_\_  
3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy  
delivered to all parties on or before January 19, 2018, this offer will be withdrawn and Buyer's deposit, if  
any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is  
delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer  
has signed or initialed and delivered this offer or the final counter offer.  
4. **Closing Date:** This transaction will close on January 31, 2018 ("Closing Date"), unless specifically  
extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,  
but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,  
Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business  
day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property  
insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If  
this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and  
other items.

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- 51 **5. Financing: (Check as applicable)**
- 52 (a)  Buyer will pay cash for the Property with no financing contingency.
- 53 (b)  This contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s)
- 54 specified below ("Financing") within \_\_\_\_\_ days after Effective Date (Closing Date or 30 days after Effective
- 55 Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within \_\_\_\_\_
- 56 days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
- 57 and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the
- 58 Financing within the Financing Period, either party may terminate this contract and Buyer's deposit(s) will be
- 59 returned.
- 60 (1)  **New Financing:** Buyer will secure a commitment for new third party financing for \$ \_\_\_\_\_
- 61 or \_\_\_\_\_% of the purchase price at (Check one)  a fixed rate not exceeding \_\_\_\_\_%  an
- 62 adjustable interest rate not exceeding \_\_\_\_\_% at origination (a fixed rate at the prevailing interest rate
- 63 based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully
- 64 informed of the loan application status and progress and authorizes the lender or mortgage broker to
- 65 disclose all such information to Seller and Broker.
- 66 (2)  **Seller Financing:** Buyer will execute a  first  second purchase money note and mortgage to
- 67 Seller in the amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_% and payable as
- 68 follows: \_\_\_\_\_
- 69 The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow
- 70 forms generally accepted in the county where the Property is located; will provide for a late payment fee
- 71 and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without
- 72 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
- 73 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to
- 74 keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller
- 75 to obtain credit, employment, and other necessary information to determine creditworthiness for the
- 76 financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not
- 77 Seller will make the loan.
- 78 (3)  **Mortgage Assumption:** Buyer will take title subject to and assume and pay existing first mortgage to
- 79 \_\_\_\_\_
- 80 LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at
- 81 \$ \_\_\_\_\_ per month, including principal, interest,  taxes and insurance, and having a
- 82  fixed  other (describe) \_\_\_\_\_
- 83 interest rate of \_\_\_\_\_% which  will  will not escalate upon assumption. Any variance in the
- 84 mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will
- 85 purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds \_\_\_\_\_% or
- 86 the assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess,
- 87 failing which this contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves
- 88 Buyer, this contract will terminate; and Buyer's deposit(s) will be returned.
- 89 **6. Assignability: (Check one)** Buyer  may assign and thereby be released from any further liability under this
- 90 contract,  may assign but not be released from liability under this contract, or  may not assign this contract.
- 91 **7. Title:** Seller has the legal capacity to and will convey marketable title to the Property by  statutory warranty
- 92 deed  special warranty deed  other (specify) \_\_\_\_\_, free of liens, easements,
- 93 and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants,
- 94 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
- 95 other matters to which title will be subject) \_\_\_\_\_
- 96 provided there exists at closing no violation of the foregoing.
- 97 (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and
- 98 pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
- 99 Seller will deliver to Buyer, at
- 100 (Check one)  Seller's  Buyer's expense and
- 101 (Check one)  within \_\_\_\_\_ days after Effective Date  at least \_\_\_\_\_ days before Closing Date,
- 102 (Check one)
- 103 (1)  a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
- 104 discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the
- 105 amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is
- 106 paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to
- 107 Buyer within 15 days after Effective Date.

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108 • (2)  an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an  
109 existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy  
110 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy  
111 will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy  
112 effective date and certified to Buyer or Buyer's closing agent together with copies of all documents  
113 recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller,  
114 then (1) above will be the title evidence.

115 • (b) **Title Examination:** After receipt of the title evidence, Buyer will, within \_\_\_\_\_ days (10 days if left blank)  
116 but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable  
117 to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and  
118 • Seller cures the defects within \_\_\_\_\_ days (30 days if left blank) ("Cure Period") after receipt of the notice. If  
119 the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice  
120 of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured  
121 within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after  
122 receipt of notice of Seller's inability to cure the defects to elect whether to terminate this contract or accept  
123 title subject to existing defects and close the transaction without reduction in purchase price.

124 (c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to  
125 Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any  
126 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed  
127 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a  
128 title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 7(b).  
129

(d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

130 8. **Property Condition:** Seller will deliver the Property to Buyer at closing in its present "as is" condition, with  
131 conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will not engage in or  
132 permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

133 (a) **Inspections: (Check (1) or (2))**

134 • (1)  **Feasibility Study:** Buyer will, at Buyer's expense and within \_\_\_\_\_ days (30 days if left blank)  
135 ("Feasibility Study Period") after Effective Date and in Buyer's sole and absolute discretion, determine  
136 whether the Property is suitable for Buyer's intended use. During the Feasibility Study Period, Buyer  
137 may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and  
138 investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the  
139 Property's engineering, architectural, and environmental properties; zoning and zoning restrictions;  
140 subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;  
141 consistency with local, state, and regional growth management plans; availability of permits, government  
142 approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be  
143 rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all  
144 documents Buyer is required to file in connection with development or rezoning approvals. Seller gives  
145 Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the  
146 Feasibility Study Period for the purpose of conducting Inspections, provided, however, that Buyer, its  
147 agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will  
148 indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature,  
149 including attorneys' fees, expenses, and liability incurred in application for rezoning or related  
150 proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any  
151 work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien  
152 being filed against the Property without Seller's prior written consent. If this transaction does not close,  
153 Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the Inspections and  
154 return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller  
155 all reports and other work generated as a result of the Inspections.

156 Before expiration of the Feasibility Study Period, Buyer must deliver written notice to Seller of Buyer's  
157 determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice  
158 requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is"  
159 condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to  
160 Seller, this contract will be deemed terminated, and Buyer's deposit(s) will be returned.

161 • (2)  **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including  
162 being satisfied that either public sewerage and water are available to the Property or the Property will be  
163 approved for the installation of a well and/or private sewerage disposal system and that existing zoning

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164 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,  
165 growth management, and environmental conditions, are acceptable to Buyer. This contract is not  
166 contingent on Buyer conducting any further investigations.  
167 (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's  
168 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has  
169 expired or if Paragraph 8(a)(2) is selected.  
170 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government  
171 agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply  
172 to improving the Property and rebuilding in the event of casualty.  
173 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as  
174 defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required  
175 by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The  
176 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that  
177 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach  
178 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida  
179 Department of Environmental Protection, including whether there are significant erosion conditions associated  
180 with the shore line of the Property being purchased.  
181  Buyer waives the right to receive a CCCL affidavit or survey.

182 9. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be  
183 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title  
184 binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds  
185 to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to  
186 Broker as per Paragraph 19. In addition to other expenses provided in this contract, Seller and Buyer will pay the  
187 costs indicated below.

188 (a) **Seller Costs:**  
189 Taxes on deed  
190 Recording fees for documents needed to cure title  
191 Title evidence (if applicable under Paragraph 7)  
192 Other: Seller to pay the prorated property taxes and any arrears now due.

193 (b) **Buyer Costs:**  
194 Taxes and recording fees on notes and mortgages  
195 Recording fees on the deed and financing statements  
196 Loan expenses  
197 Title evidence (if applicable under Paragraph 7)  
198 Lender's title policy at the simultaneous issue rate  
199 Inspections  
200 Survey  
201 Insurance  
202 Other: Buyer to pay all closing costs.

203 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real  
204 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases,  
205 and other Property expenses and revenues. If taxes and assessments for the current year cannot be  
206 determined, the previous year's rates will be used with adjustment for any exemptions.

207 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller  
208 will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount  
209 of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but  
210 has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be  
211 paid in installments,  Seller  Buyer (Buyer if left blank) will pay installments due after closing. If Seller is  
212 checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a  
213 Homeowners' or Condominium Association.

214 (e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT  
215 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO  
216 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY  
217 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN  
218 HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT  
219 THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

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- 220 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by  
221 FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at  
222 closing.
- 223 (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with  
224 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will  
225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,  
226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing  
227 will not be contingent upon, extended, or delayed by the Exchange.
- 228 **10. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days  
229 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal  
230 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday  
231 will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in  
232 this contract.**
- 233 **11. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing  
234 or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain  
235 proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may  
236 terminate this contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification,  
237 and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this contract and  
238 receive all payments made by the governmental authority or insurance company, if any.
- 239 **12. Force Majeure:** Seller or Buyer will not be required to perform any obligation under this contract or be liable to  
240 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or  
241 prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes,  
242 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably  
243 within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is  
244 unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for  
245 the period that the act of God or force majeure is in place. However, in the event that such act of God or force  
246 majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to  
247 the other; and Buyer's deposit(s) will be returned.
- 248 **13. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or  
249 electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by  
250 this contract, regarding any contingency will render that contingency null and void, and this contract will  
251 be construed as if the contingency did not exist. Any notice, document, or item delivered to or received  
252 by an attorney or licensee (including a transactions broker) representing a party will be as effective as if  
253 delivered to or received by that party.
- 254 **14. Complete Agreement; Persons Bound:** This contract is the entire agreement between Seller and Buyer.  
255 Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker  
256 unless incorporated into this contract. Modifications of this contract will not be binding unless in writing, signed  
257 or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This  
258 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications  
259 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be  
260 binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If  
261 any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be  
262 fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this contract.  
263 This contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular  
264 or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if  
265 permitted, of Seller, Buyer, and Broker.
- 266 **15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive  
267 closing or termination of this contract.
- 268 (a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this contract, Buyer  
269 may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting  
270 from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also  
271 be liable for the full amount of the brokerage fee.

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272 (b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract,  
273 including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the  
274 deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages,  
275 consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer  
276 will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in  
277 equity to enforce Seller's rights under this contract.

278 **16. Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively  
279 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them  
280 upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing  
281 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and  
282 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any  
283 person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful  
284 breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay  
285 the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the  
286 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

287 **17. Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations  
288 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting  
289 this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor  
290 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,  
291 property condition, environmental, and other specialized advice. Buyer acknowledges that Broker does not reside  
292 in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller  
293 representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and  
294 government agencies for verification of the Property condition and facts that materially affect Property  
295 value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all  
296 levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising  
297 from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold  
298 harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or  
299 damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or  
300 display of listing data by third parties, including, but not limited to, photographs, images, graphics, video  
301 recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's  
302 performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475,  
303 Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv)  
304 products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each  
305 assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve  
306 Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract.  
307 This Paragraph will survive closing.

308 **18. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by  
309 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales  
310 Commission Lien Act provides that when a broker has earned a commission by performing licensed services  
311 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the  
312 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

313 **19. Brokers:** The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:**  
314 Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in  
315 separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the  
316 extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any  
317 MLS or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.

318 (a) Counts Real Estate, Inc. (Seller's Broker)  
319 will be compensated by  Seller  Buyer  both parties pursuant to  a listing agreement  other  
320 (specify): \_\_\_\_\_  
321 (b) N/A (Buyer's Broker)  
322 will be compensated by  Seller  Buyer  both parties  Seller's Broker pursuant to  a MLS offer of  
323 compensation  other (specify): \_\_\_\_\_

Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 6 of 7 pages.  
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324- 20. Additional Terms: \_\_\_\_\_  
325 This Agreement and purchase is whole contingent upon the Panama City Beach Council voting to approve this  
326 Contract on or before January 25, 2018. If the decision is "yes" this Contract shall continue in full force and effect.  
327 if the decision is "no" Sellers shall return the Escrow Deposit, if any, to the Purchaser and this Contract shall  
328 terminate and neither party shall have any further obligations hereunder.  
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341 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before  
342 signing.

*City of Panama City Beach, Florida*

343\* Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

344\* Print name: City of Panama City Beach, Florida

345\* Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

346\* Print name: \_\_\_\_\_

347 Buyer's address for purpose of notice:

348\* Address: \_\_\_\_\_

349\* Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

350\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_

351\* Print name: Kenneth S. Purvis

352\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_

353\* Print name: Jennifer C. Purvis

354 Seller's address for purpose of notice:

355\* Address: \_\_\_\_\_

356\* Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

357\* **Effective Date:** \_\_\_\_\_ (The date on which the last party signed or initialed and delivered the  
358 **final offer or counter offer.**)

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