

RESOLUTION 17-54

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF VACANT LAND FOR \$46,000 FROM NONNIE LEE M. KINNER, 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 Nonnie Lee M. Kinner, relating to the purchase of vacant land located at Lot 7 in Block 13 of Holiday Beach Unit 15, in the basic amount of Forty Six Thousand Dollars (\$46,000), 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 9th day of February, 2017.

CITY OF PANAMA CITY BEACH

By: 
Mike Thomas, Mayor

ATTEST:


Diane Fowler, City Clerk



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

February 9, 2017

3. REQUESTED MOTION/ACTION:

Approve the purchase of a parcel of land as a future lift station site for the Utilities Department from Nonnie Lee M. Kinner in the amount of \$46,000.

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 residential area south of Grand Lagoon and north of Thomas Drive. 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 on Vega Street has agreed to sell to the City at a price that is within the appraisal range of values. 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 #2 of 7 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 Nonnie Lee M. Kinner in the amount of \$46,000.

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. **1. Sale and Purchase:** Nonie Lee M. Kinner ("Seller")
 2. and CITY OF PANAMA CITY BEACH ("Buyer")
 3. (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 4. described as:
 5. Address: Lot on Vega Street, Panama City Beach, FL
 6. Legal Description: _____
 7. Lot 7 in Block 13 of Holiday Beach Unit Fifteen, a Subdivision of a portion of Section 8, Township 4 South,
 8. Range 15 West, per plat recorded in Plat Book 11, at Page 22 in the Public Records of Bay County, Florida.
 9. _____
 10. _____
 11. SEC ___/TWP ___/RNG ___ of _____ County, Florida. Real Property ID No.: 30808-316-000
 12. including all improvements existing on the Property and the following additional property: _____
 13. _____

14. **2. Purchase Price:** (U.S. currency)..... \$ 46,000.00
 15. All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
 16. Escrow Agent's Name: Harrison Sale McCloy
 17. Escrow Agent's Contact Person: Kevin D. Obos
 18. Escrow Agent's Address: 304 Magnolia Avenue, Panama City, Florida 32401
 19. Escrow Agent's Phone: 850-769-3434
 20. Escrow Agent's Email: kobos@hsmclaw.com

21. (a) Initial deposit (\$0 if left blank) (Check if applicable)
 22. accompanies offer
 23. will be delivered to Escrow Agent within _____ days (3 days if left blank)
 24. after Effective Date \$ _____
 25. (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
 26. within _____ days (10 days if left blank) after Effective Date
 27. within _____ days (3 days if left blank) after expiration of Feasibility Study Period \$ _____
 28. (c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage)..... \$ _____
 29. (d) Other: _____ \$ _____
 30. (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
 31. to be paid at closing by wire transfer or other Collected funds \$ 46,000.00
 32. (f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
 33. unit used to determine the purchase price is lot acre square foot other (specify) _____
 34. prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
 35. calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
 36. accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the
 37. calculation: _____

38. **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
 39. delivered to all parties on or before February 3, 2017, this offer will be withdrawn and Buyer's deposit, if
 40. any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
 41. delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer
 42. has signed or initialed and delivered this offer or the final counter offer.

43. **4. Closing Date:** This transaction will close on or before March 9, 2017 ("Closing Date"), unless specifically
 44. extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,
 45. but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
 46. Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
 47. day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
 48. insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
 49. this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
 50. other items

Buyer (Signature) and Seller (Signature) acknowledge receipt of a copy of this page, which is 1 of 7 pages
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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 10 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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and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This contract is not contingent on Buyer conducting any further investigations.

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

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

- (a) **Seller Costs:**
 - Taxes on deed
 - Recording fees for documents needed to cure title
 - Title evidence (if applicable under Paragraph 7)
 - Other: Seller will pay NO closing costs

- (b) **Buyer Costs:**
 - Taxes and recording fees on notes and mortgages
 - Recording fees on the deed and financing statements
 - Loan expenses
 - Title evidence (if applicable under Paragraph 7)
 - Lender's title policy at the simultaneous issue rate
 - Inspections
 - Survey
 - Insurance
 - Other: Buyer will pay ALL closing costs

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

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

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT 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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(b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this contract.

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

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

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

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19. **Brokers:** The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:** Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.
(a) N/A (Seller's Broker)
will be compensated by Seller Buyer both parties pursuant to a listing agreement other (specify): _____
(b) N/A (Buyer's Broker)
will be compensated by Seller Buyer both parties Seller's Broker pursuant to a MLS offer of 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 wholly contingent upon the Panama City Beach Council voting to approve this
 326 Contract on or before February 9, 2017. 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 to the Purchaser and this Contract shall terminate
 328 and neither party shall have any further obligations hereunder.
 329 _____
 330 _____
 331 _____
 332 _____
 333 _____
 334 _____
 335 _____
 336 _____
 337 _____
 338 _____
 339 _____
 340 _____

341 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before
 342 signing.

343* Buyer: CITY OF PANAMA CITY BEACH Date: 1-26-17

344* Print name: BY: Mario Gisbert, Its City Manager

345* Buyer: Diane Fowler Date: 1-26-17

346* Print name: Attested To By: Diane Fowler, City Clerk

347 Buyer's address for purpose of notice:

348* Address: 110 South Arnold Road, Panama City Beach, FL 32413

349* Phone: _____ Fax: _____ Email: _____

350* Seller: Nonie Lee M. Kinner Date: 1-31-17

351* Print name: Nonie Lee M. Kinner

352* Seller: _____ Date: _____

353* Print name: _____

354 Seller's address for purpose of notice:

355* Address: 230 S. Glades Trail, Panama City Beach, FL 32407

356* Phone: 850-832-3110 Fax: 850-233-0525 Email: 3vshady@gmail.com

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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