City of
Panama City Beach

Council Chambers |
17007 Panama City Beach Pkwy |
Panama City Beach, FL 32413

CITY COUNCIL
REGULAR MEETING AGENDA
THURSDAY, MARCH 13, 2025 6:00 PM

A. CALL TO ORDER AND ROLL CALL

B. INVOCATION LED BY PASTOR BEN HILL WITH 5 BRIDGES CHURCH

C. PLEDGE OF ALLEGIANCE LED BY COUNCILMEMBER MARY COBURN

D. COMMUNITY ANNOUNCEMENTS

D.1 Community Announcements
Item Memo
3.13 2025 .Community Announcements.pdf

E. APPROVAL OF MINUTES

E.1 February 27, 2025 Regular Meeting Minutes
Item Memo
02.27.2025.Council Meeting Minutes.draft.pdf

F. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS.

G. PRESENTATIONS

G.1 Boys & Girls Club Honorees
Item Memo
Boys and Girls Certificate.Annabella McDonald.2025.pdf
Boys and Girls Certificate.Grayson Aldrich.2025.pdf

H. PUBLIC COMMENTS – CONSENT AGENDA AND NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES)

I. <u>CONSENT AGENDA</u>

I.1 **RESOLUTION NO. 25-77, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT TO SELL SURPLUS CITY PROPERTY LOCATED EAST OF THOMAS DRIVE, WEST OF WAHOO CIRCLE, AND SOUTH OF BROWARD STREET IN UNINCORPORATED BAY COUNTY TO COASTAL PARASAIL, INC. IN THE AMOUNT OF $326,000.00.**
Item Memo
Res 25-77.Coastal Parasail.Bid Award Surplus Utility Lot 1.pdf
Exhibit A Contract of Sale PCB and Coastal Parasail.pdf
Res 25-77.Legal Description.PARCEL 30937-010-000.pdf
Coastal Parasail Bid Proposal.pdf
Appraisal Report CITY OF PCB-THOMAS DRIVE-3.26 ACRES 12-2024.pdf

I.2 **RESOLUTION NO. 25-78, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A LED LIGHTING AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY FOR THE CONVERSION OF STREETLIGHTS AT THE ENTRANCES OF THE BREAKFAST POINT SUBDIVISION FROM HIGH PRESSURE SODIUM (HPS) TO LIGHT EMITTING DIODE (LED) FIXTURES.**
Item Memo
Res 25-78.FPL Agreement LED Conversion.Breakfast Point.pdf
Exh A.Lighting Agreement-City of PCB Breakfast Pt Entrances.pdf
Sketch-Breakfast Pt Entrances.pdf

I.3 **RESOLUTION NO. 25-79, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF TWELVE FORD F-150 TRUCKS, THREE DODGE DURANGO SUVS, AND ONE FORD TRANSIT VAN FOR THE POLICE DEPARTMENT FROM ALAN JAY AUTOMOTIVE MANAGEMENT, INC. d/b/a ALAN JAY FLEET SALES IN THE TOTAL AMOUNT OF $828,812.00 AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CITY OF TALLAHASSEE CONTRACT GOVERNING THAT PURCHASE.**
Item Memo
Res 25-79.Alan Jay Fleet Sales.PD Purchase Vehilces.pdf
Exh A.Alan Jay.PD Vehicle Puchases.pdf

I.4 **REVISION OF THE MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS.** These items are to be removed from the Master Audit List. Staff recommends approval. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List and authorizes disposal in any lawful manner.

Item Memo
Master Audit List Removal.03.13.2025 Council Meeting.pdf

J. REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

J.1 **RESOLUTION NO, 25-80, RENEWING AN AGREEMENT WITH THE CITY OF PANAMA CITY RELATED TO MUTUAL AID ASSISTANCE FOR EMERGENCY FIRE SERVICES.**
Item Memo
Res 25-80.Mutual Aid Agreement Panama City.pdf
Fire Services Mutual Aid Agreement.City of Panama City.pdf

K. CITY MANAGER REPORT

L. CITY ATTORNEY REPORT

M. COUNCIL COMMENTS

N. ADJOURN

***** AT EACH OF ITS REGULAR OR SPECIAL MEETINGS, THE CITY COUNCIL ALSO SITS, EX-OFFICIO, AS **THE CITY OF PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY** , JOINTLY AND CONCURRENTLY, AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY. ACTION ITEMS NOTED WITH AN ASTERICK.

PAUL CASTO	**X**
MARY COBURN	**X**
MICHAEL JARMAN	**X**
ETHAN REGISTER	**X**
STUART TETTEMER	**X**

I certify that the Council members listed above have been contacted and given the opportunity to include items on this agenda.

/s/ City Clerk **Date**

PAUL CASTO	**X**
MARY COBURN	**X**
MICHAEL JARMAN	**X**
ETHAN REGISTER	**X**
STUART TETTEMER	**X**

I certify that the Council members listed above have been contacted and given the opportunity to include items on this agenda.

/s/ City Clerk **Date**

The Agenda Packet is posted on the City's website at WWW.PCBFL.GOV by close of business on the Friday before the meeting. City Council meetings are live streamed on the City's website WWW.PCBFL.GOV and City Facebook page "PANAMA CITY BEACH-GOVERNMENT". One or more members of other City Boards may appear and speak at this meeting. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding, and for this purpose, such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. Sec. 286.0105, FS (2020).

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Mindy Lawyer, City Council	***2. MEETING DATE:*** March 13, 2025

3. REQUESTED MOTION/ACTION:

Report community events / announcements within the City of PCB.

4. AGENDA:

COMMUNITY ANNOUNCEMENTS

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: N/A

Detailed Budget Amendment Attached: N/A
Is Business Impact Statement Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Quality of Life
N/A
N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Report community events / announcements within the City of PCB.

3.13 2025 .Community Announcements.pdf

City of
Panama City Beach

PCB City Hall
17007 PCB Parkway
PCB, FL 32413
P: (850) 233-5100
F: (850) 233-5108
www.pcbfl.gov

Community Announcements
for the
March 13th, 2025
City Council Regular Meeting

Date	Event	Location
Saturday Mar 15	**Spring Market**	**Aaron Bessant Park**
Saturday Mar 15	**Gulf Coast Conservation Trailfest 50k/15k**	**Conservation Park**
Saturday Mar 22	**Medal Madness 5k,10k, 15k and Half Marathon**	**Gayles' Trails**
Thursday, Mar 27	**Next City Council Meeting 9am**	

Mayor Stuart Tettemer
Vice Mayor Michael Jarman
Ward 1 Paul Casto
Ward 2 Ethan Register
Ward 3 Mary Coburn
City Manager Drew Whitman
Asst. City Mgr. Holly White

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Lynne Fasone, City Council	***2. MEETING DATE:*** March 13, 2025

3. REQUESTED MOTION/ACTION:

Review and approve City Council's February 27, 2025 regular meeting minutes.

4. AGENDA:

APPROVAL OF MINUTES

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: N/A

Detailed Budget Amendment Attached: N/A
Is Business Impact Statement Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY: N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Per the City Charter and Florida Statutes, the City Clerk shall prepare meeting minutes for each City Council meeting.

02.27.2025.Council Meeting Minutes.draft.pdf

City of
Panama City Beach

PCB City Hall
17007 PCB Parkway
PCB, FL 32413
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DRAFT - MINUTES of the **February 27, 2025** Regular Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency.

Mayor Stuart Tettemer called the February 27, 2025 regular meeting to order at 9:00 a.m.

ROLL CALL
COUNCILMEMBER MARY COBURN
COUNCILMAN ETHAN REGISTER
VICE MAYOR MICHAEL JARMAN
COUNCILMAN PAUL CASTO
MAYOR STUART TETTEMER

A quorum was present with all five members of City Council. Others present were City Manager Drew Whitman, Assistant City Manager Holly White, City Clerk Lynne Fasone, City Attorney Julia Maddalena, Directors, Staff, and members of the public and press.

INVOCATION AND PLEDGE OF ALLEGIANCE
The invocation was offered by Pastor Ramon Duvall from Beachside Fellowship Church. Mayor Stuart Tettemer led the Pledge of Allegiance.

COMMUNITY ANNOUNCEMENTS
Mayor Tettemer presented community announcements.

APPROVAL OF MEETING MINUTES
Mayor Tettemer called for approval of the February 13, 2025 meeting minutes. Hearing and seeing no comments, **Councilman Casto moved to approve the February 13 minutes. Vice Mayor Jarman seconded the motion. All were unanimously in favor of approval of the meeting minutes by a (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Mayor Tettemer	Aye

APPROVAL OF AGENDA
Mayor Tettemer called for approval, additions and/or deletions to the agenda. Hearing and seeing no changes, **Vice Mayor Jarman moved to approve the agenda. Councilman Register seconded the motion. All were unanimously in favor of the motion by a (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Mayor Tettemer	Aye

PRESENTATION

On behalf of City Council, Mayor Tettemer made the following presentations:

1. Proclamation Presentation - National Arbor Day to Tannyr Lamica Bush, City Biologist;
2. Proclamation Presentation - American Red Cross Month to local members and volunteers; and
3. Years of Service Presentation to Deputy Chief Chad Lindsey.

PUBLIC COMMENTS - NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES)

Mayor Tettemer provided instructions and then opened the floor to non-agenda business public comments, limited to three minutes each.

1. Tom Trossen, 107 Heron Turn in the Glades and President of the Glades HOA – Mr. Trossen commented that he was here on behalf of the Glades to take this opportunity to comment on the consent agenda items to purchase equipment for the Stormwater Division and to recognize the Stormwater and Underground Utilities employees for revitalizing our swales and educating our members on the groundwater, etc. Mr. Trossen added that good training and good equipment leads to good results, and we have seen that in the Glades. Mr. Trossen added that he would like to welcome the new Director of Public Works, John Adair, who has come out to support the Glades, thank you.
2. Captain Gary Wayne Beck –Mr. Beck discussed his energy invention and surf rescue system. Mr. Beck commented on a child predator and criminal acts against him, his house being taken away, his name being forged and other constitutional rights that had been violated.
3. Nancy Viejo, 117 Seaclusion Drive – Ms. Viejo asked the City to support getting rid of fluoride from the drinking water. Ms. Viejo asked Council to please speak with the Commissioner on her behalf. Ms. Viejo spoke about the pros of removing fluoride from water.
4. Michael Steinkirchner – Mr. Steinkirchner thanked Chief Morgan and his staff for the talking with him this morning about short term rentals and Ms. Fasone for responding to his public records requests. Mr. Steinkirchner added that one request Ms. Fasone was unable to respond to, because it had not been written yet, is the letter Mr. Davis said he would write regarding LSVs. Mr. Steinkirchner added that he appreciated Councilman Jarman calling him and responding to his email. Mr. Steinkirchner noted that he thought the cap would need to be raised. Mr. Steinkirchner congratulated Chief Lindsey on his retirement. Mr. Steinkirchner inquired if the Police Department would be part of the 287G program that was recently signed by the Governor and noted that he would highly support it. Mr. Steinkirchner commented further on two crimes on the Beach where both offenders had overstayed their Visas.
5. Scott Heilmann – Mr. Heilmann commented for the past few months he had been trying to figure out how much it costs to do the water meter change out. Mr. Heilmann inquired if anyone had an answer. Mr. Heilmann also commented that some people have posts in the ground with ropes across their property lines Bid-A-Wee and the neighborhood next to Bid-A-Wee blocking perhaps the right-a-way. Mr. Heilmann inquired if the Council would be addressing that out of fairness and/or if those people had permits, and/or if people were permitted to park in front of other people's houses to go to the beach.
6. Ann Howard – The Branch Manager for the PCB Library commented that she just came in to introduce myself, that she took Laura's position after she retired.

Mayor Tettemer called for additional public comments. Hearing and seeing none, Mayor Tettemer closed the public comment period and invited Manager Whitman to comment.

Manager Whitman thanked Tom for recognizing the Public Works Department employees. Manager Whitman noted, with respect to Ms. Viejo's comments, he would let the Council address that. Manager Whitman commented with respect to Mr. Steinkirchner's comments, Legal had not yet issued the memo,

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the 300 LSV medallions were set by City Council, and he had no intention of raising that, and yes, the City did sign an MOU with the State and ICE. Manager Whitman welcomed Ms. Howard to the community. Manager Whitman explained with respect to Mr. Heilmann's comments, he had provided him with information on the two agenda items that day, the purchase of actual meters that the City needed on hand right then, and the future change over to the automated meters. Manager Whitman added that he would get the actual number to Mr. Heilmann after the contract was drawn up.

Mayor Tettemer commented that Mr. Heilmann had expressed some frustration with the way the meetings were run. Mayor Tettemer explained how Council meetings are run in accordance with Robert Rules and invited anyone to reach out to Council members at any time for a more free flowing discussion. Mayor Tettemer added that with respect to posts and rope in the right-of-way, that would be a Code Enforcement issue and to please contact Code Enforcement.

CONSENT AGENDA

Mayor Tettemer asked City Clerk Fasone to read the Consent Agenda.

***RESOLUTION NO. 25-63, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF RIGHT OF WAY FROM PCB MARG WAREHOUSE, LLC IN THE TOTAL AMOUNT OF $90,422.00. $92,422.00.**

RESOLUTION NO. 25-64, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF ONE 2025 FORD F-350 TRUCK FOR THE STORMWATER DEPARTMENT FROM ALAN JAY AUTOMOTIVE MANAGEMENT, INC. D/B/A ALAN JAY FLEET SALES IN THE TOTAL AMOUNT OF $73,020.00; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CITY OF TALLAHASSEE'S AGREEMENT GOVERNING THAT PURCHASE.

RESOLUTION NO. 25-65, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF ONE JOHN DEERE 550-P-TIER UTILITY DOZER FOR THE STORMWATER DEPARTMENT FROM BEARD EQUIPMENT COMPANY IN THE TOTAL AMOUNT OF $194,414.94; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE SOURCEWELL CONTRACT GOVERNING THAT PURCHASE.

RESOLUTION NO. 25-66, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF TWO (2) 2025 FORD RANGER SUPER CREW CAB 4X4 TRUCKS FOR THE STREET DEPARTMENT FROM ALAN JAY AUTOMOTIVE MANAGEMENT, INC. D/B/A ALAN JAY FLEET SALES IN THE TOTAL AMOUNT OF $71,632.00; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CITY OF TALLAHASSEE CONTRACT GOVERNING THAT PURCHASE.

RESOLUTION NO. 25-67, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF ONE JOHN DEERE 310-P-TIER UTILITY BACKHOE LOADER FOR THE STORMWATER DEPARTMENT FROM BEARD EQUIPMENT COMPANY IN THE TOTAL AMOUNT OF $129,511.13; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE SOURCEWELL CONTRACT GOVERNING THAT PURCHASE.

RESOLUTION NO. 25-68, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING PURCHASES OF MUNICIPAL SAFETY EQUIPMENT AND SUPPLIES FROM AIRGAS USA, LLC FOR VARIOUS CITY DEPARTMENTS IN AN AMOUNT NOT TO EXCEED $70,000.00 IN FY 2025; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE LEAGUE OF OREGON CITIES CONTRACT GOVERNING THESE PURCHASES.

RESOLUTION NO. 25-69, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF ONE 2025 CHEVROLET SILVERADO 2500 4WD CREW CAB TRUCK AND THREE 2025 CHEVROLET SILVERADO 1500 4WD CREW CAB TRUCKS FROM GARBER CHEVROLET BUICK GMC, INC. FOR THE FIRE INSPECTIONS DIVISION IN THE TOTAL AMOUNT OF $217,885.00; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE FLORIDA SHERIFFS ASSOCIATION'S AGREEMENT GOVERNING THAT PURCHASE.

RESOLUTION NO. 25-70, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH FIRE CATT, LLC FOR ONGOING ANNUAL FIRE HOSE AND LADDER TESTING AT SET PRICES AS MORE FULLY DESCRIBED IN THE BODY OF THE AGREEMENT AND AUTHORIZING PURCHASES UNDER THAT AGREEMENT NOT TO EXCEED $30,000 PER FISCAL YEAR.

RESOLUTION NO. 25-71, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A CONTRACT WITH HUMAN PERFORMANCE CONSULTING, LLC TO PROVIDE MISSION-BASED RESILIENCE BEHAVIORAL HEALTH AND EMPLOYEE WELLNESS SERVICES FOR THE FIRE DEPARTMENT IN THE TOTAL AMOUNT OF $522,500.00.

RESOLUTION NO. 25-72, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING NEW RATES OF COMPENSATION FOR HAND ARENDALL HARRISON SALE LLC RELATED TO LEGAL SERVICES.

Mayor Tettemer noted the Consent Agenda was available to Council. **Vice Mayor Jarman moved to approve the Consent Agenda. Councilmember Coburn seconded the motion. All were unanimously in favor of approval of the Consent Agenda by a (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Mayor Tettemer	Aye

REGULAR AGENDA- DISCUSSION/ACTION ITEMS

ITEM 1. ORDINANCE NO. 1658, TEMPORARILY CLOSING A PORTION OF THE SANDY GULF BEACH FROM THE HOURS OF 10:00 P.M. TO 4:00 A.M.; SECOND READING / PUBLIC HEARING.

Mayor Tettemer invited Attorney Maddalena to comment. Attorney Maddalena read Ordinance No. 1658 by title only.

Mayor Tettemer opened the public hearing by calling for comments. Hearing and seeing no comments, Mayor Tettemer closed the public hearing and invited Chief Talamantez to comment.

Chief Talamantez explained that this request to close the sandy beach was consistent with the requests his department had made throughout the years and was part of the Police Department's safety initiatives. Chief Talamantez noted that this was the second reading of the Ordinance.

Mayor Tettemer reported that this item was discussed in detail at Council's last meeting. Mayor Tettemer invited comments from Council. Hearing and seeing none, **Councilmember Coburn moved to approve Ordinance 1658. Councilman Register seconded the motion. All were unanimously in favor of approval of Ordinance No. 1658, by a (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Mayor Tettemer	Aye

ITEM 2. RESOLUTION NO. 25-73, APPROVING AND RATIFYING THE EMERGENCY PURCHASE OF THE CITY MANAGER FROM GRAYBAR ELECTRIC COMPANY, INC. FOR EMERGENCY IMPROVEMENTS TO THE GENERATOR CONTROLS AND TRANSFER SWITCH STATION AT WASTEWATER TREATMENT FACILITY; AND AUTHORIZING A BUDGET AMENDMENT TO FUND THIS PURCHASE.

Mayor Tettemer invited Attorney Maddalena to comment. Attorney Maddalena read Resolution No. 25-73 by title only. Mayor Tettemer called for public comment.

1. Tom Trossen, 107 Glades and President of the Glades HOA – Mr. Trossen joked about the title and inquired if this was the purchase of or by the City Manager.

Mayor Tettemer called for further comments. Hearing and seeing none, Mayor Tettemer closed the public comment period and invited Director Shaeffer to comment.

Director Shaeffer requested Council's approval of: (1) a supplemental purchase order for improvements to the generator controls and automatic transfer switch at the City's Wastewater Treatment Facility No. 1 for $224,648.68; (2) to ratify the City Manager's approval of a purchase in the amount of $65,101.04 for materials purchased through an existing contract with OMNIA Partners; and (3) approval of budget amendment #15 to fund the emergency purchases.

Mayor Tettemer called for comments from the Council.

Councilman Casto inquired if the City had the ability to do that transfer by hand, in the event of an emergency if it fails. Director Shaeffer stated yes, with safety protocols.

Mayor Tettemer called for further comments from the Council. Hearing and seeing none, **Vice Mayor Jarman moved to approve Resolution 25-73. Councilman Casto seconded the motion. All were unanimously in favor of approval of Resolution No. 25-73 by a (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Mayor Tettemer	Aye

ITEM 3. RESOLUTION NO. 25-74, ACCEPTING CERTAIN SEWER FACILITIES FROM WILLIAM D. SANFORD, AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

Mayor Tettemer invited Attorney Maddalena to comment. Attorney Maddalena read Resolution No. 25-74 by title only. Attorney Maddalena briefly described the City's revenue certificate program in that it helps expand the City's utility systems by allowing developers to recover part of their investment when they extend utility services to areas not currently being served. Attorney Maddalena explained developers can recoup costs from a share of future impact fees from new connections to their extensions including their own connection.

Mayor Tettemer called for public comment. Hearing and seeing none, Mayor Tettemer closed the public comment period and invited Director Shaeffer to comment.

Director Shaeffer concurred with Mrs. Maddalena and added that the City's program is a unique program in the State of Florida that will help this property owner recapture part of his investment, and the City gets an infrastructure investment.

Mayor Tettemer called for comments from the Council. Discussion regarding this being a 5-year certificate for infrastructure improvements in the right-of-way only took place. Councilman Casto offered his support and noted that it was a good program.

Mayor Tettemer called for further comments from the Council. Hearing and seeing none, **Councilman Casto moved to approve Resolution 25-74. Vice Mayor Jarman seconded the motion. All were unanimously in favor of approval of Resolution No. 25-74 by a (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Mayor Tettemer	Aye

ITEM 4. RESOLUTION NO. 25-75, AUTHORIZING THE CITY TO NEGOTIATE AN AGREEMENT WITH CENTRAL SQUARE TECHNOLOGIES FOR THE PURCHASE OF AN ENTERPRISE RESOURCE PLANNING SYSTEM.

Mayor Tettemer invited Attorney Maddalena to comment. Attorney Maddalena read Resolution No. 25-75 by title only. Mayor Tettemer called for public comment.

1. Michael Steinkirchner – Mr. Steinkirchner commented that he read the RFP and inquired what percentage of the RFP would be covered short term rentals?

Mayor Tettemer called for further comments. Hearing and seeing none, Mayor Tettemer closed the public comment period and invited Director Warren to comment.

Director Warren explained this would replace the core processes for Finance (accounts payable, accounts receivable, general ledger, purchasing, contract management, and grant management), Payroll (time and attendance), Human Resources, and Utility Billing. Director Warren added this marks an exciting step forward as this system will provide a platform to streamline and will enable the City to continue to grow. Director Warren thanked the 8-person committee for their efforts and noted he was excited to move forward.

Mayor Tettemer called for comments from the Council. Mayor Tettemer noted this was a big leap forward for the City and the citizens will see a benefit with the dashboard, etc. Director Warren concurred.

Vice Mayor Jarman inquired for the programs that we do not have in-house already; will those be added to the ERP. Director Warren concurred and explained the recommended bidder can add a number of services to the platform.

Mayor Tettemer explained that the City is really building the core at this point. Director Warren concurred and explained the RFP envisioned expansion.

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Mayor Tettemer called for final comments from the Council. Hearing and seeing none, **Vice Mayor Jarman moved to approve Resolution 25-75. Councilmember Coburn seconded the motion. All were unanimously in favor of approval of Resolution No. 25-75 by a (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Mayor Tettemer	Aye

ITEM 5. RESOLUTION NO. 25-76, SETTING FORTH CRITERIA FOR BANNERS TO BE PLACED ON LIGHT POLES OWNED BY THE CITY.

Mayor Tettemer invited Attorney Maddalena to comment. Attorney Maddalena read Resolution No. 25-76 by title only. Mayor Tettemer called for public comment.

1. Alfie Martin – Mr. Martin recommended that Council incorporate the areas that have frequent foot traffic and incorporate arts and culture. Mr. Martin recommended getting input from residents to help sell the City and that banners should be where there are none, as this would be a great opportunity to sell PCB.

Mayor Tettemer called for further comments. Hearing and seeing none, Mayor Tettemer closed the public comment period and invited Manager Whitman to comment.

Manager Whitman reported that this resolution would help clean up the City's banner program. Manager Whitman explained that 3 years ago the PIO started the program to honor service members of the United States Armed Forces and to celebrate the achievements of local high school students. Manager Whitman recommended that the program be continued and by passing this resolution it would clearly define groups and the general procedures for placing banners on City-owned poles. Mayor Tettemer called for comments from the Council. Further discussion regarding the light pole banner locations, the recently purchased bucket truck to help change out the banners quickly, and that the City gives the banners back to those who purchased them took place.

Mayor Tettemer called for further comments from the Council. Hearing and seeing none, **Councilman Casto moved to approve Resolution 25-76. Councilman Register seconded the motion. All were unanimously in favor of approval of Resolution No. 25-76 by a (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Mayor Tettemer	Aye

ITEM 6. ACTION ITEM - APPOINTMENT TO THE POLICE OFFICERS' PENSION BOARD.

Mayor Tettemer invited Manager Whitman to comment. Manager Whitman explained that this seat is a Council appointment, and the Board member must be a resident of the City. Manager Whitman added that Captain Rich McClanahan recently stepped down to allow a younger Sergeant to step up. Manager Whitman recommended Council's approval of Sergeant Nicholas Tomlinson.

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Mayor Tettemer called for comments from the Council. Hearing and seeing none, **Vice Mayor Jarman moved to approve Sergeant Nicholas Tomlinson to fill the vacant seat on the PD Pension Board. Councilman Casto seconded the motion. All were unanimously in favor of approval of the motion by a (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Mayor Tettemer	Aye

CITY MANAGER REPORT – Nothing further.

CITY ATTORNEY REPORT – Attorney Maddalena thanked Council for their support of Resolution 25-72 and added that it was a pleasure to work for the city and staff.

COUNCIL COMMENTS – Mayor Tettemer called for comments from Council.

Councilman Register reported that he recently spoke with about 100 college students from Ecuador who are here through a J-1 visa program, with legal visas, to work in the City. Councilman Register asked everyone to let them know that they are supported, make them feel welcomed and be ambassadors for the City. Councilman Register thanked Sergeant Kevin Burns for speaking with the students at the recent event at Dave & Buster's.

Councilmember Coburn asked residents to come out and support the Scottish Festival and Boat Show this weekend.

Councilman Casto thanked Deputy Chief Lindsey for his 34-years of service to the City and wished him a very happy retirement.

Vice Mayor Jarman thanked the DC as well and reported that the Arnold High School Boys Soccer Team won its third title. Vice Mayor Jarman thanked the Police Department and Fire Department for welcoming the students back into the City when they arrived.

Mayor Tettemer thanked the public for the robust public comment and noted that the City does have a structure in place for public comment and invited the public to reach out to Council at any time. Mayor Tettemer asked for the Lord's guidance and reminded everyone that the next city council meeting was scheduled for March 13 at 6:00 p.m. here at City Hall.

With nothing further, Mayor Tettemer adjourned the meeting by unanimous consent at 9:57 a.m.

READ AND APPROVED this _____ day of March, 2025.

CITY OF PANAMA CITY BEACH, FLORIDA

_____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, MMC, City Clerk

***** ACTION ITEMS NOTED WITH AN ASTERISK ARE TAKEN BOTH BY THE CITY COUNCIL AND THE PANAMA CITY BEACH REDEVELOPMENT AGENCY JOINTLY AND CONCURRENTLY. IN THE EVENT OF A CONFLICT BETWEEN THE FOREGOING MINUTES AND A VERBATIM TRANSCRIPT OF THESE MINUTES, THE FOREGOING MINUTES SHALL CONTROL.

DRAFT

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Lynne Fasone, City Council	***2. MEETING DATE:*** March 13, 2025

3. REQUESTED MOTION/ACTION:

Recognize and congratulate youth of the month selected by the Boys & Girls Club.

4. AGENDA: PRESENTATIONS	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A Is Business Impact Statement Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY: Quality of Life

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Certificate of Special Recognition presented to Boys & Girls Club of Bay County honoree.

Boys and Girls Certificate.Annabella McDonald.2025.pdf
Boys and Girls Certificate.Grayson Aldrich.2025.pdf

~ Certificate of Special Recognition ~

WHEREAS, **Panama City Beach City Council** hereby recognizes and congratulates

Annabella McDonald

on being selected the **Boys and Girls Club January 2025 honoree**; and

WHEREAS, Annabella has given exceptional service to the Boys and Girls Club; and

WHEREAS, **Panama City Beach City Council** and the residents of PCB thank you Annabella for your dedication, your unselfish service to your Club and community, and congratulate you on a job well done!

IN WITNESS THEREFOR, **Panama City Beach City Council** hereunto set our hands and cause the Seal of the City of Panama City Beach, Florida to be affixed this 13th day of March, 2025.

_____
Mayor Stuart Tettemer

_____
Vice Mayor Michael Jarman
Ward 4

_____
Councilman Paul Casto
Ward 1

_____
Councilman Ethan Register
Ward 2

_____
Councilmember Mary Coburn
Ward 3

~ Certificate of Special Recognition ~

WHEREAS, **Panama City Beach City Council** hereby recognizes and congratulates

Grayson Aldrich

on being selected the **Boys and Girls Club February 2025 honoree**; and

WHEREAS, Grayson has given exceptional service to the Boys and Girls Club; and

WHEREAS, **Panama City Beach City Council** and the residents of PCB thank you Grayson for your dedication, your unselfish service to your Club and community, and congratulate you on a job well done!

IN WITNESS THEREFOR, **Panama City Beach City Council** hereunto set our hands and cause the Seal of the City of Panama City Beach, Florida to be affixed this 13th day of March, 2025.

_____
Mayor Stuart Tettemer

_____
Vice Mayor Michael Jarman
Ward 4

_____
Councilman Paul Casto
Ward 1

_____
Councilman Ethan Register
Ward 2

_____
Councilmember Mary Coburn
Ward 3

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Holly White, Utilities	March 13, 2025

3. REQUESTED MOTION/ACTION:

Approve the sale of surplus City property in unincorporated Bay County to Coastal Parasail, Inc. in the amount of $326,000.00.

4. AGENDA:

CONSENT AGENDA

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: N/A

Detailed Budget Amendment Attached: N/A
Is Business Impact Statement Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Financial Health
Economic Development
N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

On January 27, 2025, the City issued an Invitation to Bid (ITB) for the sale of 2 lots in unincorporated Bay County within the City's utility service area. The lots were declared surplus by the City Council in a previous year and have been advertised for sale several times in the past with no response. Both were advertised with a minimum bid requirement equivalent to 100% of the most recent appraised value as evidenced by the appraisal reports for each lot dated December 2024 included in the ITB packet.

Sealed bids were opened on February 18, 2025. No offer was received for the lot identified as Parcel #8 in the ITB. The other lot identified as Lot #9, located east of Thomas Drive, west of Wahoo Circle, and south of Broward Street in unincorporated Bay County received a bid of $326,000.00 which is equal to the appraised value and the minimum bid required in the ITB.

Staff recommends approval of the sale of Lot #9 to the sole bidder, Coastal Parasail, Inc., in the amount of $326,000.00.

Res 25-77.Coastal Parasail.Bid Award Surplus Utility Lot 1.pdf
Exhibit A Contract of Sale PCB and Coastal Parasail.pdf
Res 25-77.Legal Description.PARCEL 30937-010-000.pdf
Coastal Parasail Bid Proposal.pdf
Appraisal Report CITY OF PCB-THOMAS DRIVE-3.26 ACRES 12-2024.pdf

RESOLUTION NO. 25-77

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT TO SELL SURPLUS CITY PROPERTY LOCATED EAST OF THOMAS DRIVE, WEST OF WAHOO CIRCLE, AND SOUTH OF BROWARD STREET IN UNINCORPORATED BAY COUNTY TO COASTAL PARASAIL, INC. IN THE AMOUNT OF $326,000.00.

BE IT RESOLVED 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 Coastal Parasail, Inc. relating to the sale of 3.26 acres of vacant surplus City property located east of Thomas Drive, west of Wahoo Circle, and south of Broward Street in unincorporated Bay County, in the basic amount of Three Hundred Twenty-Six Thousand Dollars and No Cents ($326,000.00), in substantially the form **attached** and presented as Exhibit A 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 ___ day of March 2025.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

Vacant Land Contract

1. Sale and Purchase ("Contract"): ***City of Panama City Beach, Fl*** ("**Seller**") and ***Coastal Parasail Inc*** ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: ***a Parcel E of Thomas Dr and West of Wahoo Circle and South of Broward St***
Legal Description: ***See Attached.***
SEC ___/TWP /___/RNG ___ of ***Bay*** County, Florida. Real Property ID No.: ***30937-010-000***
including all improvements existing on the Property and the following additional property: _____

2. Purchase Price: (U.S. currency) ..... $ ***326,000.00***
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: ***Tabitha Wichowski***
Escrow Agent's Address: ***304 Magnolia Ave., Panama City, FL 32401***
Escrow Agent's Phone: ***850-769-3434***
Escrow Agent's Email: ***twichowski@handfirm.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 ..... $ ***16,300.00***

(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 Due Diligence Period ..... $ _____

(c) Total Financing (see Paragraph 6) (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 ..... $ ***309,700.00***

(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 8(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 ***March 14, 2025***, 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 ***or before 4/30/2025*** ("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 Due Diligence 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.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (**Check as applicable**)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing: Buyer** will secure a commitment for new third party financing for $ _____ or _____% of the purchase price at (**Check one**) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows: _____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to _____ LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (**Check one**) **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☒ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.

8. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at (**Check one**) ☐ **Seller's** ☒ **Buyer's** expense and (**Check one**) ☐ within _____ days after Effective Date ☐ at least _____ days before Closing Date, (**Check one**)

(1) ☐ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

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

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

(c) Survey: Buyer may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

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

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

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

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

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

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(2) ☒ **No Due Diligence Period:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning 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 Due Diligence Period has expired or if Paragraph 9(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.

10. 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 21. 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 8)
Estoppel Fee(s)
Other: _____

(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 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: ***Buyer to pay all closing cost*** _____

(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

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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.

(f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) 1031 Exchange: If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: Seller or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

(a) Seller Default: If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(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.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. 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.

19. 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 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.

20. 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.

21. Brokers: The licensee(s) and brokerage(s) 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 offer of compensation made by **Seller** or listing broker to cooperating brokers.

N/A	***N/A***
Seller's Sales Associate/License No.	**Buyer's** Sales Associate/License No.

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N/A	***N/A***
Seller's Sales Associate Email Address	**Buyer's** Sales Associate Email Address
N/A	***N/A***
Seller's Sales Associate Phone Number	**Buyer's** Sales Associate Phone Number
N/A	***N/A***
Listing Brokerage	**Buyer's Brokerage**
N/A	***N/A***
Listing Brokerage Address	**Buyer's Brokerage Address**

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**):

☐ A. Back-up Contract
☐ B. Kick Out Clause
☐ C. Other _____

23. Additional Terms: _____

Closing and title agent shall be Hand Arendall Harrison Sale LLC, 304 Magnolia Ave. Panama City, FL 32401

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
☐ Seller rejects Buyer's offer

[The remainder of this page is intentionally left blank.

This Contract continues with Line 367 on Page 8 of 8.]

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

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Coastal Parasail Inc

Buyer: _____ Date: _____

Print name: ***Adris Pender, President***

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

City of Panama City Beach, Fl

Seller: _____ Date: _____

Print name: ***Drew Whitman, City Manager***

Seller: _____ Date: _____

Print name: _____

Seller's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

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LEGAL DESCRIPTION

PARCEL: 30937-010-000

Description of Property: Thomas Drive, Panama City Beach, Florida 32408, legal description - - TRACT "3": Commence at the Southwest Corner of Lot 6, Block A, Point Royal Homes Unit One, according to the Plat recorded in Plat Book 9, Page 84 of the Public Records of Bay County, Florida; thence S 00°30'37" W for 70.00 Feet; thence S 89°29'23" E along the South line of Broward Street for 130.00 Feet to the POINT OF BEGINNING: thence continue S 89°29'23" E for 230.00 Feet; thence S 00°30'37" W to a point which is 30.00 Feet North of the South Boundary of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of said Section 9, Township 4 South, Range 15 West; Thence S 89°47'07" W along a line parallel with the South Boundary of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of said Section 9 for 230.02 Feet; thence N 00°30'37" E for 719.64 Feet to the POINT OF BEGINNING, said parcel being a portion of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 9, Township 4 South, Range 15 West, Bay County, Florida, Less and Except the following Parcel, more particularly described as: Commence at the Southwest Corner of Lot 6, Block A, POINT ROYAL HOMES, UNIT ONE, according to plat recorded in Plat Book 9, Page 84 of the Public Records of Bay County, Florida; thence S 00°30'37" W for 70.00 Feet; thence S 89°29'23" E along the South line of Broward Street for 130.00 Feet to the POINT OF BEGINNING: thence continue S 89°29'23" E for 230.00 Feet; thence S 00°30'37" W for 130.00 Feet; thence N 89°29'23" W for 230.00 Feet; thence N 00°30'37" E for 130.00 Feet to the POINT OF BEGINNING. (End of Exception)

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: 2/18, 2025.

PCB25-19 ITB REAL ESTATE SURPLUS SALE – PARCEL 9

This proposal of Coastal Parasail Inc., hereinafter called "BIDDER," is hereby submitting a bid to the City of Panama City Beach, hereinafter called "OWNER."

In compliance with the Advertisement for Bids, BIDDER hereby proposes to offer a monetary value for one or both properties of the **PCB25-19 ITB REAL ESTATE SURPLUS SALE**, as detailed in this solicitation in the attached Bid forms.

By submission of this BID, each Bidder certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

Basis of Award: The award may be to one or more Bidders with the highest responsive and responsible Bid per property.

Description of Property: Thomas Drive, Panama City Beach, Florida 32408, legal description - - TRACT "3": Commence at the Southwest Corner of Lot 6, Block A, Point Royal Homes Unit One, according to the Plat recorded in Plat Book 9, Page 84 of the Public Records of Bay County, Florida; thence S 00°30'37" W for 70.00 Feet; thence S 89°29'23" E along the South line of Broward Street for 130.00 Feet to the POINT OF BEGINNING: thence continue S 89°29'23" E for 230.00 Feet; thence S 00°30'37" W to a point which is 30.00 Feet North of the South Boundary of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of said Section 9, Township 4 South, Range 15 West; Thence S 89°47'07" W along a line parallel with the South Boundary of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of said Section 9 for 230.02 Feet; thence N 00°30'37" E for 719.64 Feet to the POINT OF BEGINNING, said parcel being a portion of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 9, Township 4 South, Range 15 West, Bay County, Florida, Less and Except the following Parcel, more particularly described as: Commence at the Southwest Corner of Lot 6, Block A, POINT ROYAL HOMES, UNIT ONE, according to plat recorded in Plat Book 9, Page 84 of the Public Records of Bay County, Florida; thence S 00°30'37" W for 70.00 Feet; thence S 89°29'23" E along the South line of Broward Street for 130.00 Feet to the POINT OF BEGINNING: thence continue S 89°29'23" E for 230.00 Feet; thence S 00°30'37" W for 130.00 Feet; thence N 89°29'23" W for 230.00 Feet; thence N 00°30'37" E for 130.00 Feet to the POINT OF BEGINNING. (End of Exception)

Bid Price $ 326,000.00 ***(Minimum Bid $326,000)***

#9 (30937-010-000)

I understand that this bid is for **PARCEL ~~8~~ 9 (~~30933-010-000~~)** consisting of TRACT "3": Commence at the Southwest Corner of Lot 6, Block A, Point Royal Homes Unit One, according

to the Plat recorded in Plat Book 9, Page 84 of the Public Records of Bay County, Florida; thence S 00°30'37" W for 70.00 Feet; thence S 89°29'23" E along the South line of Broward Street for 130.00 Feet to the POINT OF BEGINNING: thence continue S 89°29'23" E for 230.00 Feet; thence S 00°30'37" W to a point which is 30.00 Feet North of the South Boundary of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of said Section 9, Township 4 South, Range 15 West; Thence S 89°47'07" W along a line parallel with the South Boundary of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of said Section 9 for 230.02 Feet; thence N 00°30'37" E for 719.64 Feet to the POINT OF BEGINNING, said parcel being a portion of the Southwest Quarter (SW ¼) of the Northeast ¼) of Section 9, Township 4 South, Range 15 West, Bay County, Florida, **Less and Except** the following Parcel, more particularly described as:

Commence at the Southwest Corner of Lot 6, Block A, POINT ROYAL HOMES, UNIT ONE, according to plat recorded in Plat Book 9, Page 84 of the Public Records of Bay County, Florida; thence S 00°30'37" W for 70.00 Feet; thence S 89°29'23" E along the South line of Broward Street for 130.00 Feet to the POINT OF BEGINNING: thence continue S 89°29'23" E for 230.00 Feet; thence S 00°30'37" W for 130.00 Feet; thence N 89°29'23" W for 230.00 Feet; thence N 00°30'37" E for 130.00 Feet to the POINT OF BEGINNING. (End of Exception).

I further understand and agree to the following:

(1) An earnest money deposit will be made payable to the City of Panama City Beach in the amount of five percent (5%) of my bid amount by cashier's or bank check within 7 days of the City Council's acceptance of offer. The earnest money deposit shall be (i) returned to me, minus a $500.00 administrative charge, if I revoke my offer prior to closing; or (ii) applied to the purchase price at closing if the bid is accepted and the transaction is closed; or (iv) forfeited to the City as liquidated damages if my bid is accepted by the City but I do not close the transaction for any reason.

(2) The City Attorney shall order title insurance and close the transaction on a Florida Bar/Florida Association of Realtors Vacant Land Contract, subject to the modifications in this bid, and that I am responsible for all closing costs, including the documentary stamps and title insurance. I also understand that the City shall convey the subject property by Special Warranty Deed.

(3) I intend to pay for the property (i.e., cash at closing, financing terms, etc.) as follows: Cash at Closing

(4) Bids will be considered by the City Council at its regularly scheduled meeting on March 13, 2025. Acceptable bids shall close not later than April 30, 2025. I am able to close this transaction on or before the following date: April 30, 2025.

(5) All Bids shall be firm and be valid for a period of ninety (90) days.

By submission of this BID, Bidder certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

BIDDER:

Coastal Parasail Inc.

Name of Firm/Individual Submitting Bid

Adris Pinder

Name of Preparer

P.O. Box 18671 PCB 32417

Address

850-527-6335

Phone Number

Chuteadris@gol.com

Email Address

Signature of Authorized Representative

2-18-25

Date

[END OF BID PROPOSAL FORM]

A 3.26 ACRE SITE

PARCEL NUMBER 30937-010-000

BAY COUNTY, FLORIDA

APPRAISAL REPORT

*** ***

PROPERTY DESCRIPTION

A 3.26 Acre Vacant Site
owned by the City of Panama City Beach

LOCATION

East of Thomas Drive, west of Wahoo Circle,
and south of Broward Street,
in an unincorporated area of Bay County, Florida

VALUATION DATE

December 17, 2024

DATE REPORT

December 30, 2024

PREPARED FOR

City of Panama City Beach
c/o Ms. Holly White
Assistant City Manager
City of Panama City Beach
110 S. Arnold Road
Panama City Beach, Florida 32413

*** ***

CHANDLER AND ASSOCIATES, INC.
11 WEST 23RD STREET - SUITE D
PANAMA CITY, FLORIDA 32405
PHONE (850) 769-9455
EMAIL: rccmai@bellsouth.net

CHANDLER & ASSOCIATES, INC.
REAL ESTATE APPRAISERS
11 West 23rd Street, Building D
Panama City, Florida 32405
(850) 769-9455 office

RANDALL C. CHANDLER, MAI
PRESIDENT

December 31, 2024

City of Panama City Beach
c/o Ms. Holly White
Assistant City Manager
City of Panama City Beach
110 S. Arnold Road
Panama City Beach, Florida 32413

Re: A 3.26 Acre Site
Parcel Number 30937-010-000

Dear Ms. White:

In accordance with your request for an appraisal of the above referenced property, we hereby submit our report. We certify that we have made a personal inspection of the property and, to the best of our knowledge; the information contained in this report is true and correct. The market value estimate set forth herein is based on market conditions existing on December 17, 2024. The attached appraisal report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice, the Code of Professional Ethics, and the Standards of Valuation Practice of the Appraisal Institute.

This appraisal was made for the purpose of estimating the market value of a 3.26 acre site located east of Thomas Drive, west of Wahoo Circle, and south of Broward Street in an unincorporated area of Bay County Florida. The client did not provide the appraiser with a title insurance policy or an abstract of title. For the purpose of this analysis, we have assumed that the property is owned in fee simple. Kevin D. Obos, an attorney for the City of Panama City Beach, previously advised the appraiser that the subject site is accessible via a 25-foot-wide ingress and egress easement through the property located between the subject site and Broward Street. We have assumed that Mr. Obos' representations regarding the aforementioned legal access are accurate and reliable.

The property which is the subject of this appraisal report is zoned R-1. Allowable uses include single family dwellings, home offices, community facilities such as golf courses and tennis courts, family daycare homes, not for profit parks or playgrounds, low impact public utilities, and home occupations. Several other relatively low conditional uses are allowed subject to regulatory approval. Section 2902 of the Bay County Land Development Code defines the

term subdivision as "the division of land into three or more lots or parcels". Any subdivision with three or more lots, parcels, or units must provide on-site and off-site access roads with a minimum width of 60 feet. The minimum width may be reduced in instances where strict adherence would conflict with other county objectives such as protection of environmentally significant resources or affordable housing. For the purpose of this analysis, we have assumed that no reduction in the minimum road access would be granted and the subject site could only be divided into two parcels.

A boundary survey was not provided by the client. We have relied on the Bay County Property Appraiser's tax records and GIS maps to determine the approximate dimensions and the gross land area. The aforementioned sources have been assumed to be accurate and reliable.

Please note this letter is only intended to transmit the attached report. Subject to the assumptions and limiting conditions set forth in the following report, it is my opinion the market value of the subject property is as follows:

ESTIMATED MARKET VALUE:	***$326,000***
ESTIMATED MARKET EXPOSURE TIME:	***6 to 12 months***

Thank you for favoring our firm with this appraisal request. Should you have any questions concerning the attached report, please do not hesitate to advise.

Respectfully submitted,
CHANDLER AND ASSOCIATES, INC.

David W. Humphrey
Cert Gen RZ2369

Randall C. Chandler, MAI
Cert Gen RZ156

EXECUTIVE SUMMARY

OWNER OF RECORD:	City of Panama City Beach
TAX I.D. NUMBER:	30937-010-000
PROPERTY TYPE:	Vacant acreage
LOCATION:	East of Thomas Drive, west of Wahoo Circle and south of Broward Street, in an unincorporated area of Bay County, Florida
LAND AREA:	3.26± acres
ROAD FRONTAGE:	None – Access provided via a 25± foot wide ingress & egress easement from Broward Street (See Extra Ordinary Assumptions)
ZONING:	R-1
FINAL MARKET VALUE ESTIMATE:	**$326,000**
EFFECTIVE DATE OF APPRAISAL:	December 17, 2024
ESTIMATED EXPOSURE TIME:	6 to 12 months
APPRAISERS:	Randall C. Chandler, MAI Cert Gen RZ156 David W. Humphrey Cert Gen RZ2369

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.

- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.

- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

- My engagement in this assignment was not contingent upon developing or reporting predetermined results.

- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

- I have made a personal inspection of the property that is the subject of this report.

- No one provided significant real property appraisal assistance to the person signing this certification.

- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Valuation Practice of the Appraisal Institute.

- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

- As of the date of this report, Randall C. Chandler, MAI, has completed the continuing education program for Designated Members of the Appraisal Institute.

- We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment, except as otherwise noted.[1] Chandler & Associates, Inc. previously appraised the subject property for the City of Panama City Beach on March 12, 2018. The property was appraised to determine the as-is market value as of the effective date of the appraisal.

ESTIMATED MARKET VALUE: ***$326,000***

ESTIMATED MARKET EXPOSURE TIME: ***9 to 18 months***

DAVID W. HUMPHREY
PHYSICALLY INSPECTED PROPERTY
CERT GEN RZ2369

RANDALL C. CHANDLER, MAI
DID NOT PHYSICALLY INSPECT
CERT GEN RZ156

Signed on: December 31, 2024

[1] The Appraisal Foundation, *2024 Uniform Standards of Professional Appraisal Practice* (Chicago: Appraisal Institute, 2024)

ASSUMPTIONS AND LIMITING CONDITIONS

The Certification appearing in the appraisal report is subject to the following conditions and to such other specific assumptions and limiting conditions as are set forth by the appraiser.

Title Issues: No opinion as to title is rendered. Data relative to ownership and legal description were obtained from sources generally considered reliable. Title is assumed to be marketable and free and clear of all liens and encumbrances, easements, and restrictions except those specifically discussed in the report. The property is appraised assuming responsible ownership and competent management and assuming the property is available for its highest and best use. The appraiser reserves the right to revise the market value estimate if it is determined that encumbrances, easements, restrictions, liens or other legal matters, unknown to the appraiser at the time of the report, effect the use or marketability of the property. The appraiser was not provided with a title insurance policy. To the best of the appraiser's knowledge, the property appraised is not encumbered by any adverse easements, encroachments or other limitations of title.

Legal Matters: No opinion is intended to be expressed for legal matters or matters that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers, although such matters may be discussed in general terms in the report.

Surveys and Land Area Calculation: If a survey or engineering study is not made available to the appraiser, the appraiser may estimate the size and area of the property from sources generally considered reliable. No encroachment of real property improvements is assumed to exist. Should a survey reflect dimensions or land area other than those estimated by the appraiser, the appraiser reserves the right to revise the market value estimate accordingly. At times, it is necessary for appraisers to prepare value estimates without the aid of surveys and engineering studies. The appraiser assumes no responsibility for estimates required to prepare an appraisal in lieu of surveys and engineering studies.

Maps and Exhibits: Maps, plats and exhibits included herein are for illustration only, as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose.

Mineral Reservations: No opinion is expressed as to the value of sub-surface oil, gas or mineral rights and it is assumed that the property is not subject to surface entry for the exploration or removal of such materials except as is expressly stated.

Geological Conditions: The appraiser assumes that there are no hidden or unapparent conditions of the property or subsoil, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.

Expert Witness Testimony: The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made, therefore. It is understood that any future agreements concerning court testimony will acknowledge that the appraiser is an expert in the field of real property valuation and is entitled to a fee of not less than $300 per hour and/or a minimum expert witness fee of $400.00.

Sources Deemed Reliable: Information, estimates, and opinions furnished to the appraiser, and contained in this report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the appraiser, and contained in this report, can be assumed by the appraiser.

Disclosure: Disclosure of the contents of the appraisal report is governed by the bylaws and regulations of the professional appraisal organizations, with which the appraiser is affiliated.

Appraisal Institute Requirements: Neither all nor any part of the contents of this appraisal or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales, or other media without written consent and approval of the author, particularly as to valuation conclusions, the identity of the appraiser or firm with which is connected, or any reference to the Appraisal Institute or to the MAI and/or SRA designation. Further, the appraiser or firm assumes no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, client shall make such party aware of all the assumptions and limiting conditions of the assignment.

Environmental Influences: Unless otherwise stated in this report, the existence of hazardous substances, including without limitation, asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde, foam insulation, or other hazardous substances or environmental conditions, which may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field of environmental impacts upon real estate if so desired.

ADA Compliance: The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property.

Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.

Client Requirements: The acceptance of this report by the client is acknowledgment that the client has personally read the report and specifically agrees that the data set forth herein is accurate to the best of the client's knowledge. As part of the appraiser/client employment agreement, the client agrees to notify the appraiser of the existence of any error, omission or invalid data within 15 days of receipt and return the report along with all copies to the appraiser for correction prior to any use whatsoever.

Use of Report: Neither all, nor any part of the contents of the report, or copy thereof shall be used for any purposes by anyone but the client specified in the report, the mortgagee or its successors or assigns, without the previous written consent of the appraiser.

Structural Inspection: This appraisal/inspection is not a building inspection, structural inspection, or pest inspection. By preparing this report, the appraiser is not acting as a home/building inspector, structural engineer, or pest inspector. In performing the limited inspection of this property, areas that were readily accessible were visually observed and the review is superficial only. This inspection is not technically exhaustive and does not offer warranties or guarantees of any kind. It is advised to have the structure inspected by an inspector that offers such warranted or guaranteed inspection if there is any concern regarding adverse or negative conditions.

Zoning Compliance: It is assumed that the property conforms to all applicable zoning and future land use regulations and restrictions, and that any uses of the property considered in the highest and best use analysis found herein would be permitted.

Occupational and Other Licenses: It is assumed that all required licenses, certificates of occupancy, permits, consents, and other legislative or administrative authority from any local, state, or national government have been or can be obtained or renewed for any use on which the value opinion contained in this report is based.

Compliance with Federal, State, and Local Laws: It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations.

Encroachment onto Adjacent Lands: It is assumed that the use of the land is within the boundaries of the property.

Market Condition Effects on Value: The opinions of value used in reaching the final opinions of value are as of the effective date of the appraisal. Because the markets upon which this estimate and conclusion are based are dynamic in nature, they are subject to change over time. Further, the appraisal report and value opinions are subject to change if future physical, legal, financial, and other conditions differ from conditions on the appraisal date.

Changes and Modifications: The appraiser reserves the right to alter statements, analyses, conclusions, or value opinions in the appraisal if facts become known that are pertinent to the appraisal process that were unknown to the appraiser at the time of report preparation.

Fee: The fee for this appraisal or study is for the service rendered and not for the physical report or time spent preparing the physical report itself. The fee for provision of this report is for analytical services provided by the appraiser and has no relation to the final value reported.

Confidentiality: This appraisal is to be used only in its entirety; no part is to be used without the entire report. All conclusions and opinions concerning the analysis set forth herein were prepared by the specific appraiser whose signature appears on the appraisal report. No change in the report shall be made by anyone other than the appraiser. The appraiser shall not divulge the material contents of this report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or the client's designee as specified in writing, except as may be required by appraisal organizations to which the appraiser belongs, as they may request in confidence for ethics enforcement, or by court of law or other body with power of subpoena.

Acceptance of Condition: Acceptance of, and/or use of, the appraisal report by the client or any third party constitutes acceptance of the previous conditions.

EXTRAORDINARY ASSUMPTIONS

The 2024 Edition of the Uniform Standards of Professional Appraisal Practice define an extraordinary assumption as, "an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions."[2] The comments set forth in USPAP regarding an extraordinary assumption are as follows: "Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis."[3]

1) The client did not provide the appraiser with a title insurance policy or an abstract of title. For the purpose of this analysis, we have assumed that the property is owned in fee simple.

2) Mr. Kevin D. Obos, an attorney for the City of Panama City Beach, previously advised the appraiser that the subject site is accessible via a 25 foot wide ingress and egress easement through the property located between the subject site and Broward Street. We have assumed that Mr. Obos' representations regarding the aforementioned legal access are accurate and reliable.

[2] The Appraisal Foundation, *2024 Uniform Standards of Professional Appraisal Practice* (Chicago: Appraisal Institute, 2024), p. 4
[3] Ibid.

3) The property which is the subject of this appraisal report is zoned R-1. Allowable uses include single family dwellings, home offices, community facilities such as golf courses and tennis courts, family daycare homes, not for profit parks or playgrounds, low impact public utilities, and home occupations. Several other relatively low conditional uses are allowed subject to regulatory approval. Section 2902 of the Bay County Land Development Code defines the term subdivision as the division of land into three or more lots or parcels. Any subdivision with three or more lots, parcels, or units must provide on-site and off-site access roads with a minimum width of 60 feet. The minimum width may be reduced in instances where strict adherence would conflict with other county objectives such as protection of environmentally significant resources or affordable housing. For the purpose of this analysis, we have assumed that no reduction in the minimum road access would be granted and the subject site could only be divided into two parcels. We also concluded that re-zoning to a more intensive use would be speculative given the fact the property adjoins single family residential development.

4) A boundary survey was not provided by the client. We have relied on the Bay County Property Appraiser's tax records and GIS maps to determine the approximate dimensions and the gross land area. The aforementioned sources have been assumed to be accurate and reliable.

HYPOTHETICAL CONDITIONS

The 2024 Edition of the Uniform Standards of Professional Appraisal Practice define a hypothetical condition as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis."[4] This appraisal report was not predicated on any hypothetical conditions.

[4] The Appraisal Foundation, *2024 Uniform Standards of Professional Appraisal Practice* (Chicago: Appraisal Institute, 2024), p. 4

SCOPE OF WORK

INTRODUCTION

Scope of work is defined in the 2024 Edition of the Uniform Standards of Professional Appraisal Practice as "the type and extent of research and analysis in an assignment."[5] The scope of work can vary depending upon the needs of the client. However, the minimum scope of work must produce credible assignment results in the context of the intended use. The scope of work is acceptable when it meets or exceeds the expectations of parties who are regularly intended users for similar assignments, and it is consistent with what an appraiser's peers' actions would be in performing the same or a similar assignment. The scope of work is determined by the problem to be solved. The appraisal problem is typically determined by the following factors: The client and other intended users; the intended use of the appraiser's opinions and conclusions; the type and the definition of value; the effective date of the appraiser's opinions and conclusions; the subject of the assignment and the property's characteristics; and the conditions of the assignment. The appraiser is solely responsible for determining the ultimate scope of work.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the subject property as of a current valuation date.

CLIENT AND OTHER INTENDED USERS OF THE APPRAISER'S OPINIONS AND CONCLUSIONS

The client and the intended users of this report are representatives of the City of Panama City Beach and the City Attorney.

INTENDED USE OF THE APPRAISER'S OPINIONS AND CONCLUSIONS

The intended use of this report is to provide a market value estimate which will serve as a partial basis for establishing a listing/sales price.

[5] The Appraisal Foundation, *2024 Uniform Standards of Professional Appraisal Practice* (Chicago: Appraisal Institute, 2024), p. 4

DEFINITION OF MARKET VALUE

The appraiser has estimated the market value of the subject property. The definition of market value follows: "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus." Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

a. buyer and seller are typically motivated;

b. both parties are well informed or well advised, and each acting in what he considers his own best interest;

c. a reasonable time is allowed for exposure in the open market;

d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto;

e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.[6]

EFFECTIVE DATE OF THE APPRAISER'S OPINIONS AND CONCLUSIONS

The value estimate set forth herein is based on market conditions existing on December 17, 2024, the date of the appraiser's inspection of the subject property.

DATE OF THE REPORT

This report was completed and communicated to the client on December 31, 2024.

[6] Source: The Appraisal Foundation, *2024 Uniform Standards of Professional Appraisal Practice* (Chicago: Appraisal Institute, 2024): This example definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on July 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

PROPERTY RIGHTS APPRAISED

Neither a title insurance policy nor an abstract of title was provided by the client. We have assumed that the subject property is owned in fee simple. We reserve the right to revise the market value estimate set forth herein to reflect the impact on value of any unknown encumbrances.

EXTENT OF THE PROPERTY INSPECTION

David W. Humphrey performed a physical inspection of the subject property on December 17, 2024. The property was difficult to access and Mr. Humphrey was only able to inspect the site from the perimeter of the property and via the use of aerial photographs.

INFORMATION RELIED ON TO DEVELOP THE APPRAISER'S OPINIONS AND CONCLUSIONS

The opinions regarding market value, highest and best use, and other relevant matters are solely those of the appraiser. Nevertheless, in the course of performing an appraisal, it is reasonable and appropriate for the appraiser to rely on factual studies prepared by other professionals, information provided by government officials, and other individuals considered to be reliable sources. The gross land area and the approximate dimensions of the site were based on information obtained from the Bay County Property Appraiser's tax records and Bay County GIS maps. The aforementioned information is assumed to be accurate and reliable. Neither a title insurance policy nor an abstract of title was provided by the client. The scope of this appraisal does not include professional services outside the expertise of the appraiser. These professional services include, but are not limited to, the following; 1) deed restrictions, land use covenants or other limitations on property rights which may be revealed by an abstract of title or a title insurance policy; 2) easements, encroachments, or other limitations of title which may be revealed by a survey; 3) legal matters which require specialized knowledge beyond that ordinarily employed by a real estate appraiser; 4) information typically disclosed by an engineering study or environmental study; 5) other services covered by the limiting conditions set forth herein.

APPLICABLE APPRAISAL STANDARDS

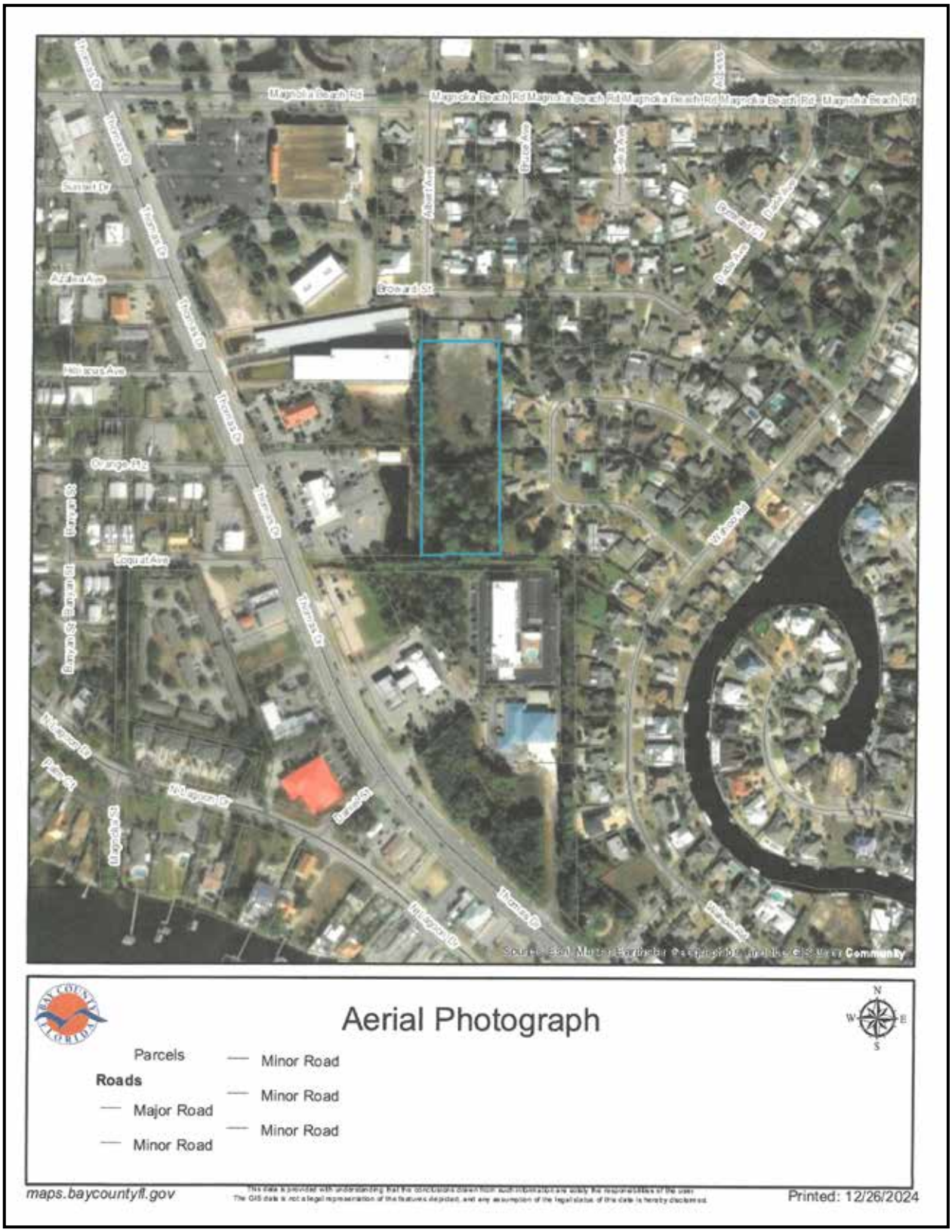
This appraisal report is intended to comply with the Uniform Standards of Professional Appraisal Practice as well as the Code of Professional Ethics and Standards of Valuation Practice of the Appraisal Institute.

HISTORY OF OWNERSHIP

The Uniform Standards of Professional Appraisal Practice require the appraiser disclose and analyze any sales of the subject property which occurred three years immediately prior to the valuation date, as well as, any current listing agreements or pending contracts. The City of Panama City Beach purchased the subject property from Grand Lagoon Utilities in September of 1989 via a deed recorded in Official Record Book 1244, Page 468 of the public records of Bay County, Florida. The transaction involved a multi-parcel acquisition. To the best of the appraiser's knowledge, the subject property is not currently listed for sale or subject to a pending contract for sale.

PROPERTY TAX ASSESSMENT

The subject site is identified on the Bay County Property Appraiser's tax roll as parcel number 30937-010-000. The working value for 2025 is $652,000 and the certified value for 2024 was also $652,000. It appears the County Property Appraiser may not be aware of the substandard access issue as the tax assessment appears to be substantially above market value.


Magnolia Beach Rd
Thomas Dr
Sunset Dr
Albert Ave
Edward St
Hillcrest Ave
Orange Rd
Logue Ave
Bayou St
Magnolia Dr
Aaron St
Bond St
Community
Aerial Photograph
Parcels
Roads
Major Road
Minor Road
Minor Road
Minor Road
Minor Road
maps.baycountyfl.gov
Printed: 12/26/2024

Parcel Summary

Parcel ID	30937-010-000
Location Address	THOMAS DR PANAMA CITY BEACH 32408
Brief Tax Description*	9 4S 15W -5.1- 69C1 BEG 200' S & 130' E OF SW COR OF LOT 6 BLK A POINT ROYAL HOMES UNIT 1 TH E 230' S 616.33' W 230' N 619' TO POB (TRACT 3 MAP H) ORB 1244 P 468 *The Description above is not to be used on legal documents.
Property Use Code	CITY VACAN (008004)
Sec/Twp/Rng	9-4S-15W
Tax District	Fire Beach Mosquito (District 56)
2023 Final Millage Rate	12.289
Acreage	3.260
Homestead	N

View Map

Owner Information

Primary Owner
City Of Panama City Beach
110 S Arnold Rd
Panama City Beach, FL 324132140

Valuation

	2025 Working Values	2024 Certified Values	2023 Certified Values	2022 Certified Values
Building Value	$0	$0	$0	$0
Extra Features Value	$0	$0	$0	$0
Land Value	$652,000	$652,000	$652,000	$652,000
Land Agricultural Value	$0	$0	$0	$0
Agricultural (Market) Value	$0	$0	$0	$0
Just (Market) Value	**$652,000**	**$652,000**	**$652,000**	**$652,000**
Assessed Value	$652,000	$652,000	$652,000	$652,000
Exempt Value	$652,000	$652,000	$652,000	$652,000
Taxable Value	$0	$0	$0	$0
Save Our Homes or AGL Amount	$0	$0	$0	$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
008900	MUNICIPAL	3.26	AC	0	0

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	09/14/1989	$100	WD	1244	468	Unqualified (U)	Vacant	GRAND LAG UTIL	CITY OF PCB
N	02/28/1989	$100	TD	1221	539	Unqualified (U)	Vacant	BAY BANK & TRUST	GRAND LAGOON UTIL

Permits

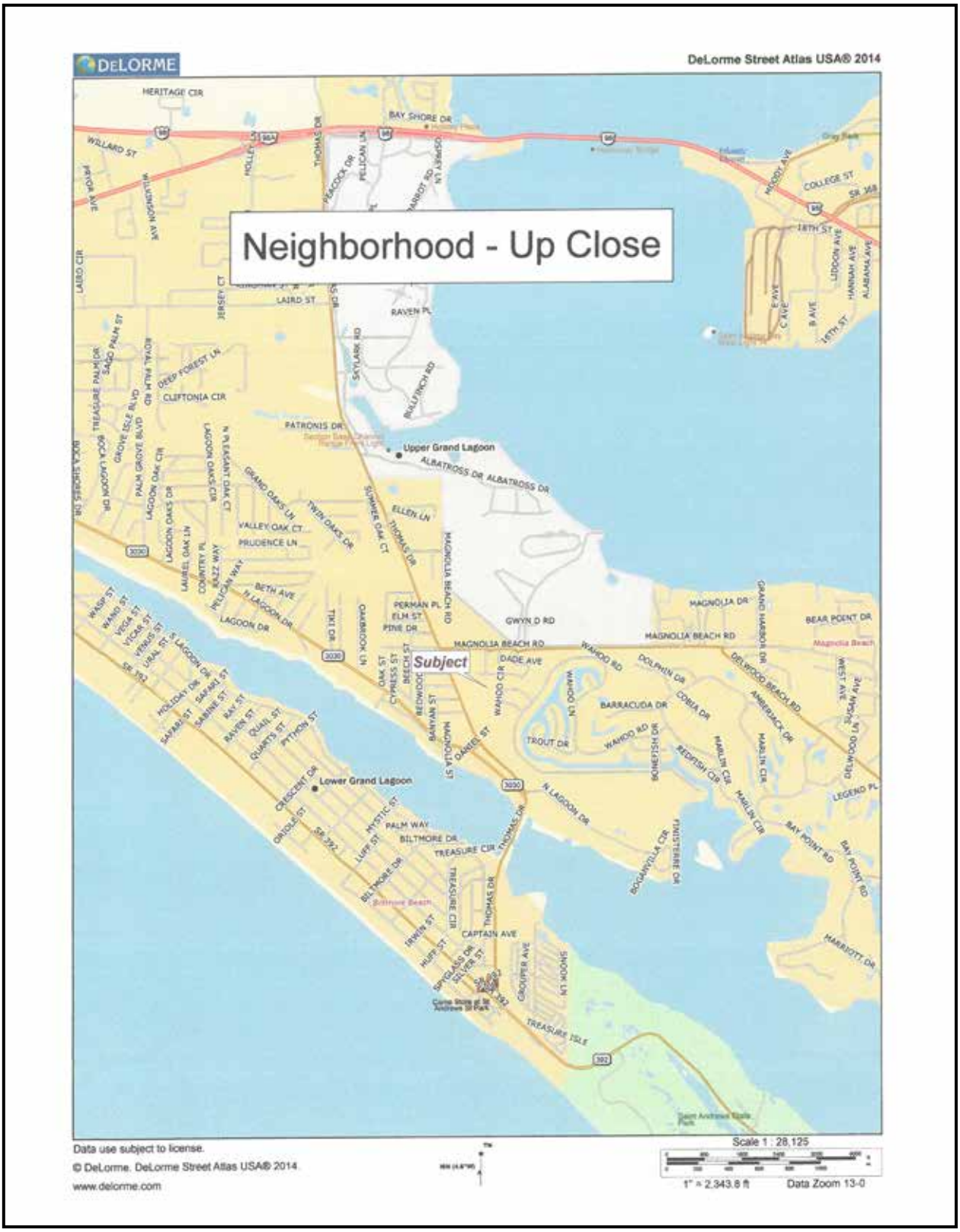
Issued	Permit Number	Type	Description	Amount
20130516	13-0095	DEM	DEMO TANKS/OFFICE	$0

The permit information provided on this website is strictly for informational purposes only. For detailed permit information, please contact the applicable taxing authorities building department.

Map




DeLorme Street Atlas USA® 2014
Market Area/Neighborhood
Sunnyside
Laguna Beach
Panama City Beach
Subject
Upper Grand Lagoon
Shell Island
St Andrews
Gulf of Mexico
West Bay
Scale 1 : 155,000
1" = 2.45 mi
Data Zoom 10-4
Data use subject to license.
© DeLorme. DeLorme Street Atlas USA® 2014.
www.delorme.com


DeLORME
DeLorme Street Atlas USA® 2014
Neighborhood - Up Close
Subject
Upper Grand Lagoon
Lower Grand Lagoon
Data use subject to license.
© DeLorme. DeLorme Street Atlas USA® 2014
www.delorme.com
Scale 1 : 28,125
1" = 2,343.8 ft
Data Zoom 13-0

MARKET AREA - NEIGHBORHOOD ANALYSIS

In appraisal literature, a neighborhood (also referred to as a market area) is generally defined as a group of complementary land uses. A neighborhood exhibits a greater degree of uniformity than the surrounding community and typically includes similar building types, population characteristics, demographics and zoning/land use regulations. Neighborhoods often feature similar rents and occupancy levels, building designs, building ages and land uses. Similar social, economic, governmental and environmental forces influence property values within the area. The boundaries of the neighborhood are identified by determining the area in which market forces effect surrounding properties in the same manner which market influences effect the property appraised. A neighborhood may contain a mixture of uses which support and coexist with each other including residential, commercial, governmental and industrial uses. In contrast, a district is defined as a portion of a neighborhood which is characterized by homogeneous land uses.

The boundaries of a neighborhood or market area may be established by physical factors such as lakes, rivers or may be established by land uses, demographics and other identifiable characteristics. The approximate boundaries of the subject neighborhood are delineated in green on the map set forth in the preceding pages. The reader will note that the subject neighborhood consists of a strip of land which is bounded on the west by the Bay/Walton County boundary line, on the east by St. Andrews Bay, on the south by the Gulf of Mexico, and on the north by the Wild Heron development and those properties fronting the north right of way of U.S. Highway 98. The subject neighborhood includes properties located within the city of Panama City Beach, as well as, properties located in unincorporated areas of Bay County. The subject property is located east of the right of way of Thomas Drive and west of Wahoo Circle in an unincorporated area of Bay County in the eastern quadrant of the subject neighborhood. The average daily traffic count along Thomas Drive in the immediate vicinity of the subject property is approximately 16,500 vehicles per day.

The primary traffic arteries serving the subject neighborhood are Panama City Beach Parkway (U.S. Highway 98/State Road 30), Front Beach Road (Alternate or Scenic Highway 98/State Road 30-A), and Thomas Drive. Panama City Beach Parkway (U.S. Highway 98) is a four-lane divided highway which serves as a bypass road for the intensely developed sections of Panama City Beach. Front Beach Road (Alternate or Scenic Highway 98) provides access to homes and businesses located in the coastal portion of the neighborhood. Thomas Drive forms a loop and extends in a southerly direction to the beach where it runs parallel with the Gulf of Mexico. Middle Beach Road, also known as Hutchison Boulevard, runs in an east-west direction between Front Beach Road (Scenic Highway 98) and Panama City Beach Parkway (U.S. Highway 98).

The most intensive development is found in the southern portion of the neighborhood along Front Beach Road and Thomas Drive. Between 2002 and 2006, most of the older gulf front motels in the neighborhood were demolished and replaced with high rise condominium buildings. The typical high rise condominium building features a building height of 22± floors. Commercial development within the subject neighborhood is concentrated along the primary traffic arteries and the secondary roads which link the primary traffic arteries. The density and intensity of development generally decreases as one moves north from the beach.

Several major developments have had a significant positive impact on the subject neighborhood. A regional airport was built north of County Road 388, east of State Road 79, and west of State Road 77. This places the regional airport within approximately six to eight miles of the northern boundary of the subject neighborhood. The regional airport was completed in mid-2010. The St. Joe Company donated 8,000 acres of land for the development of the airport. The airport serves the northwest Florida and south Alabama market area. Bay County approved a sector plan (a major land planning task) which addressed future land uses over 78,000 acres including the regional airport. The sector plan is similar to a development of regional impact study; however, it addresses multiple ownerships. A large-scale adult retirement community, known as “Latitude Margaritaville,” is being developed north of the market area near the community of West Bay. The developer announced that they sold approximately 2,500 pre-construction homes over the past 18 to 24 months. This is the third Margaritaville

community to be developed. The first two Margaritaville communities are located near Daytona Beach, Florida and Hilton Head, South Carolina.

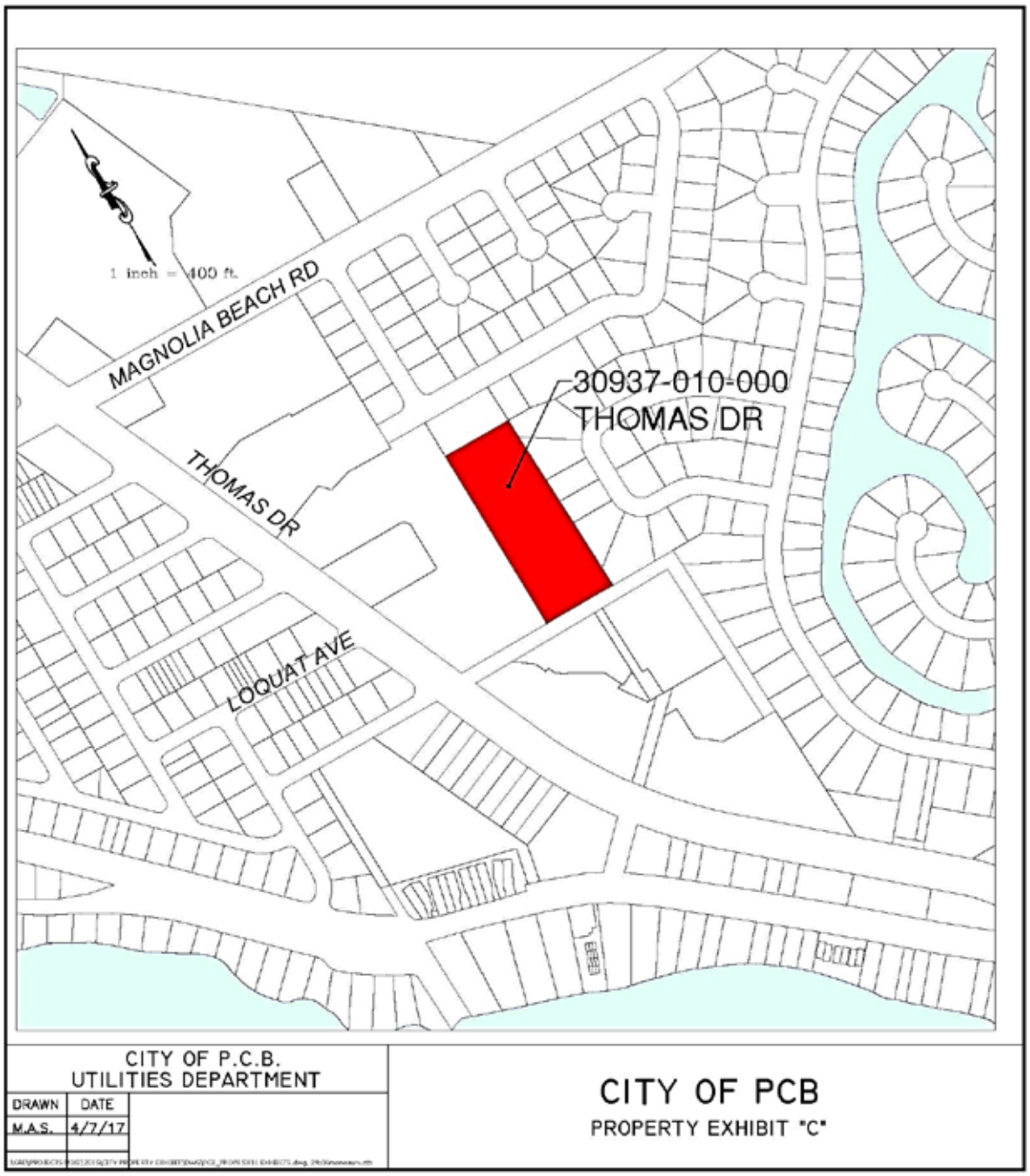
In 2008, the Simon Group, which owns numerous other major retail projects, completed construction of the first phase of a large shopping center known as Pier Park. The Pier Park project is located between Front Beach Road and Panama City Beach Parkway in the central portion of the neighborhood just east of State Road 79. The first phase of the development involved approximately 900,000 square feet of retail, restaurant, and entertainment space. A new Walmart Superstore was built adjacent to Pier Park in 2013, and a new 390,000 square foot shopping center was built across from Pier Park in 2013/2014.

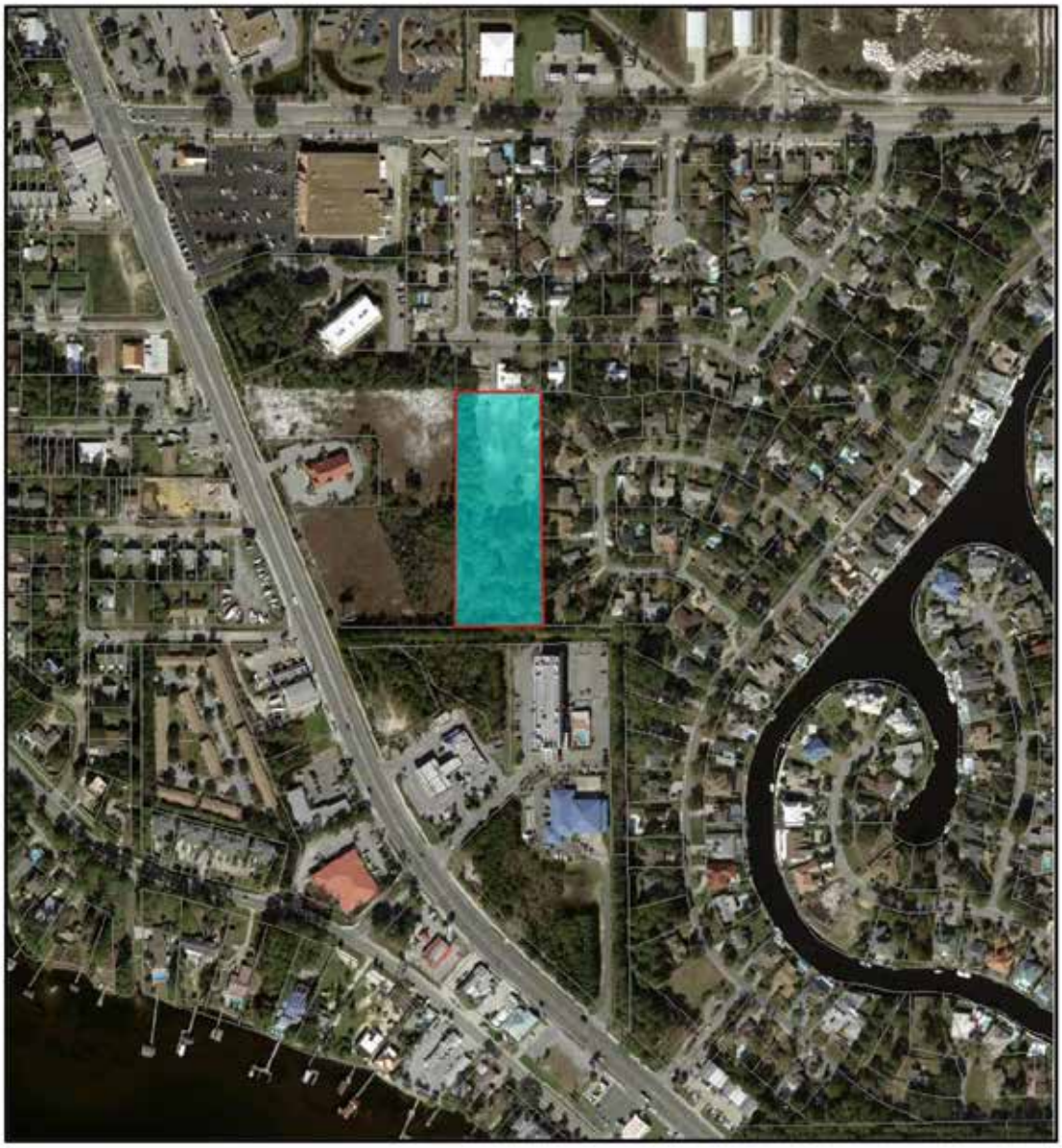
The subject site is located just east of Thomas Drive, adjacent to the west boundary of Bay Point Yacht and Country Club, in an unincorporated area of Bay County, Florida. The east boundary of the subject site abuts six single family home sites. Bay Point Yacht and Country Club is a large Planned Unit Development which includes a Jack Nicklaus designed golf course, a newly rebuilt marina, and a Sheraton Hotel. The west boundary of the subject site adjoins commercial development including two restaurants and a self-storage facility. A Hampton Inn hotel and a local fire department are located just south of the subject property while the vacant commercial site to the north of the subject appears to be under construction with an office/warehouse facility. Other improvements in the immediate vicinity of the subject property include a gasoline service station-convenience store, a small strip center and other small table service restaurants. A Publix supermarket and a Winn Dixie supermarket are located roughly one block north of the subject property at the intersection of Thomas Drive and Magnolia Beach Road. Captain Anderson's restaurant, a large table service facility and an established landmark, is located on Grand Lagoon just south of the subject property. Several large marinas are also located on Grand Lagoon near the Thomas Drive Bridge.

Numerous new hotels have been built in the market area over the past five years. In addition, DR Horton, the area's largest homebuilder, is rapidly building out several large single-family residential projects. Tourist visitation continues to increase steadily as does the number of passengers flying into and out of the local airport. Recently, several new entertainment

businesses including an entertainment facility owned by Dolly Parton and a new indoor golf entertainment venue known as Top Golf is under construction in the Panama City Beach market area, near Pier Park.

The Panama City Beach market area has experienced significant growth and development over the past three to four years. This new growth and development include numerous new apartment projects, and numerous new hotels. The residential housing market continues to expand with the increasing population in the Panama City Beach market area. All of these factors have fueled increases in real estate values. It has also resulted in plans to construct two new hospitals in the area. Ongoing improvements are being made to the road system and transportation system to support this new development. Our forecast for the Panama City Beach market area is for continued growth and development with above average increases in property values.


1 inch = 400 ft.
MAGNOLIA BEACH RD
30937-010-000
THOMAS DR
THOMAS DR
LOQUAT AVE
CITY OF P.C.B.
UTILITIES DEPARTMENT
DRAWN
DATE
M.A.S.
4/7/17
CITY OF PCB
PROPERTY EXHIBIT "C"



Source: http://maps.baycountyfl.gov

AERIAL MAP

This data is provided with understanding that the conclusions drawn from such information are soley the responsibilities of the user. The GIS data is not a legal representation of the features depicted, and any assumption of the legal status of this data is hereby disclaimed. Bay County GIS Division - 850.248.8071 -

Printed: Apr 20, 2017

SITE DATA

LOCATION

The subject site is located east of Thomas Drive, west of Wahoo Circle and south of Broward Street, in an unincorporated area of Bay County, Florida. The precise location is identified on the maps set forth in the preceding pages.

LEGAL DESCRIPTION

The legal description for the subject site is included on the copy of the vesting deed set forth in the addenda of this report. The subject site is identified as Tract "3" on the vesting deed. The vesting deed also identifies the 25 foot easement for ingress and egress over the parcel to the north.

DIMENSIONS AND AREA

According to the Bay County Property Appraiser's tax records, the subject site contains 3.26 acres of gross land area. Utilizing the legal description and the Bay County GIS maps, the appraiser estimated the dimensions of the site at approximately 230 feet x 589.34 feet. The subject site is basically rectangular in shape.

LEGAL ACCESS

The vesting deed identifies an ingress and egress easement (25 feet in width) which connects the northern boundary of the subject property with Broward Street. The ingress and egress easement encumbers the west 25 feet of the adjoining northern parcel.

TOPOGRAPHY/ELEVATION

The topography of the subject site is generally level to slightly sloping in a southwesterly direction. The elevation of the property appears to provide adequate drainage of storm water.

JURISDICTIONAL WETLANDS

The GIS map set forth in the following pages suggests approximately 15% of the southwest portion of the subject site is classified as jurisdictional wetlands.

EASEMENTS AND ENCROACHMENTS

As noted, the client did not provide the appraiser with a title insurance policy or an abstract of title. We are unaware of any adverse easements or encroachments within the boundaries of the subject site.

COVENANTS AND RESTRICTIONS

Again, the appraiser did not have access to title work at the time of this appraisal. We are unaware of any covenants, restrictions, or other encumbrances.

FLOOD DESIGNATION

A copy of the GIS flood overlay map is included in the following pages. The subject site is primarily located in flood zone X (85± %). A small portion of the southwest corner of the property appears to be in flood zone A (15± %).

AVAILABILITY OF UTILITIES

All municipal utilities are available in the general vicinity of the subject site.

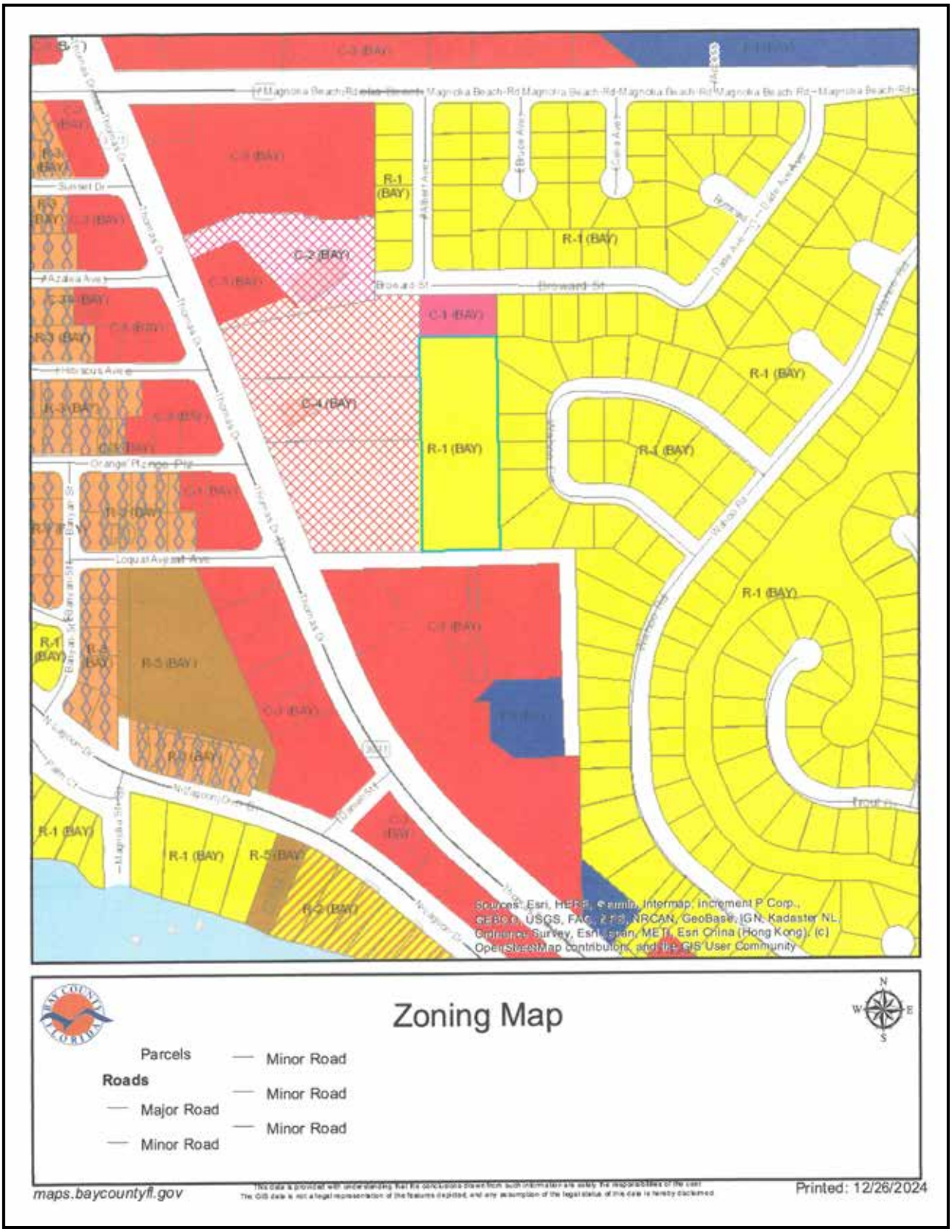
ENVIRONMENTAL CONSIDERATIONS

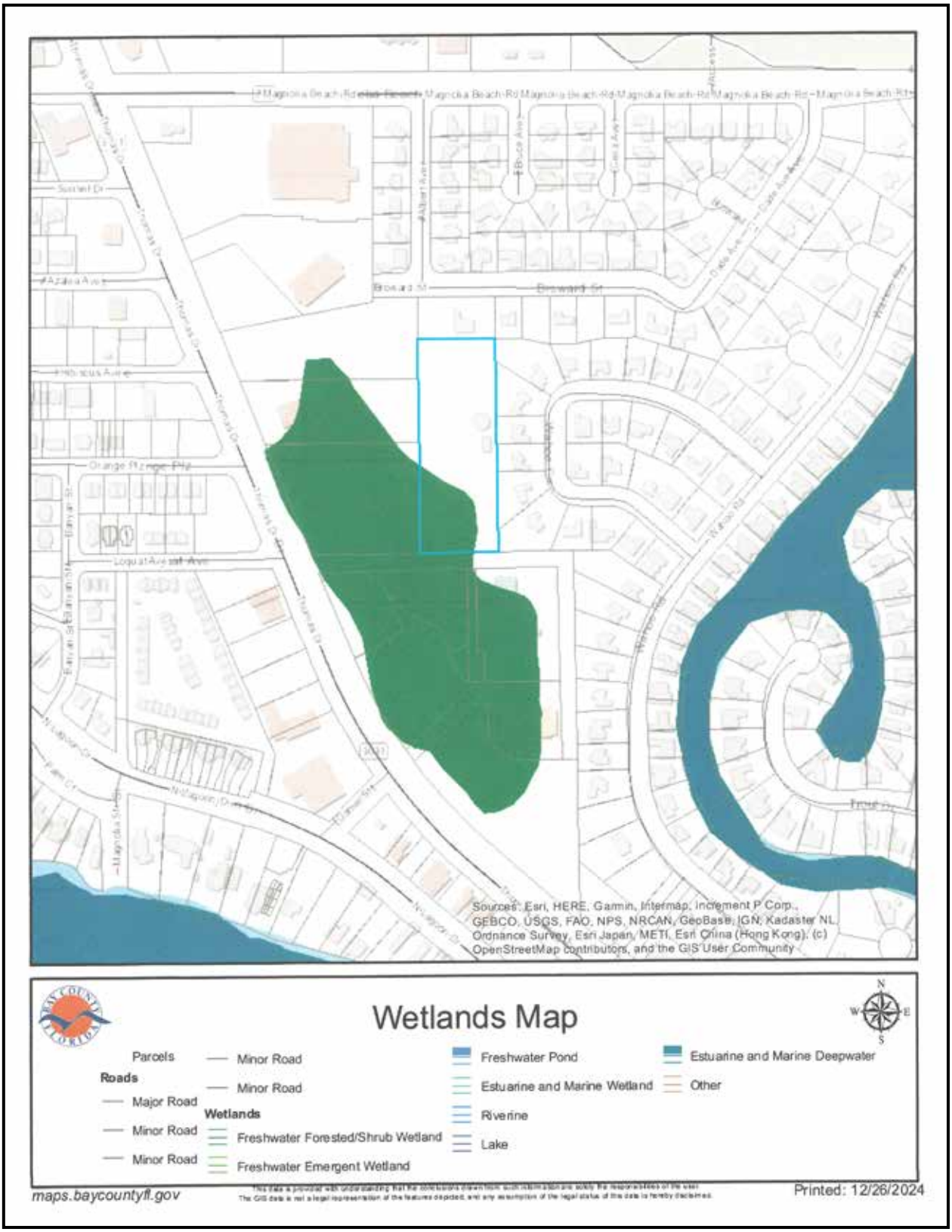
An environmental audit was not available to the appraiser. The appraiser's inspection of the property did not reveal any readily apparent adverse environmental conditions. However, the client is advised to note that the appraiser does not have professional expertise in the field of environmental contamination and an expert in this field should be consulted.

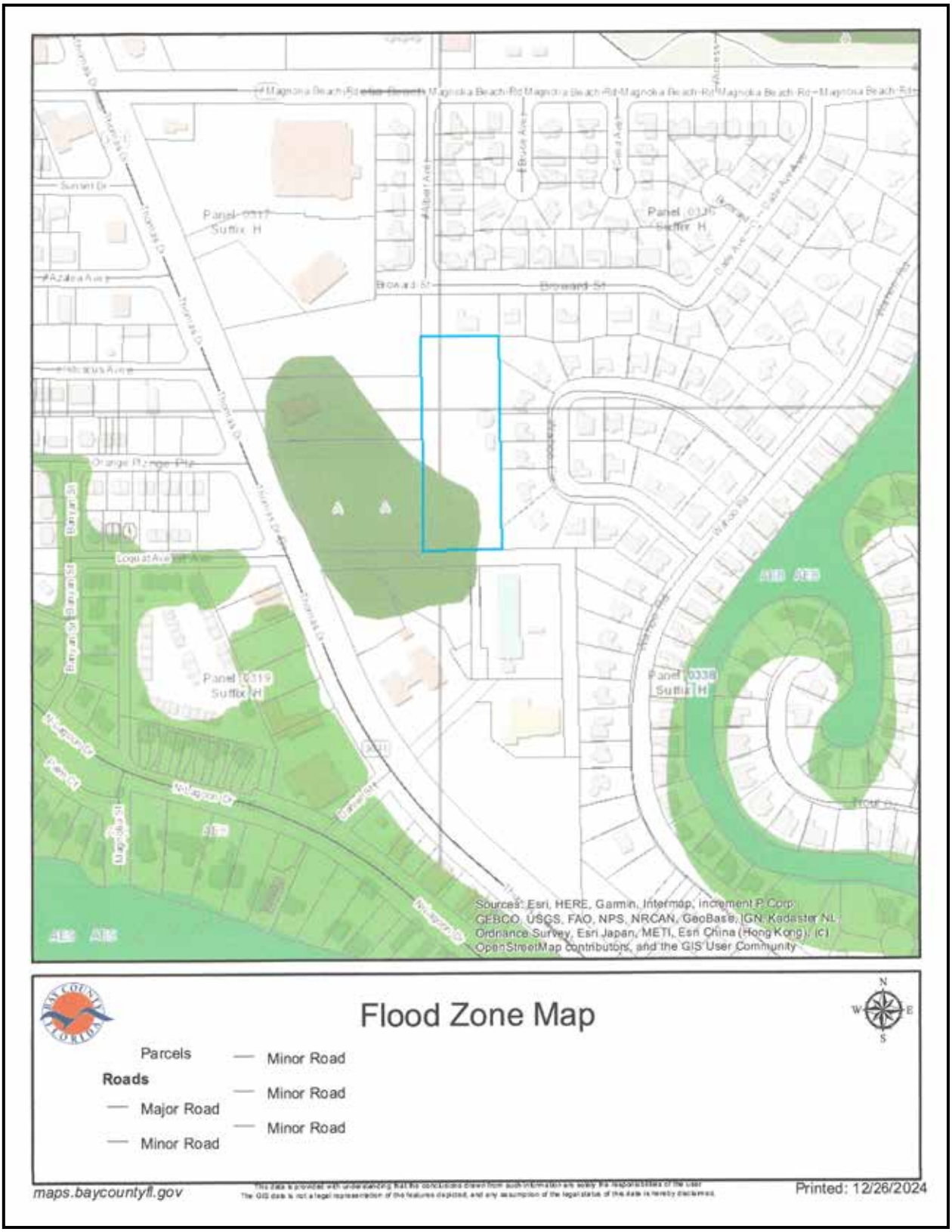
ZONING/FUTURE LAND USE CLASSIFICATION

The subject site is zoned R-1 (Single-family residential). According to the Bay County land development regulations, allowable uses in the R-1 zoning district include single family dwellings, home offices, community facilities such as golf courses and tennis courts, family daycare homes, not for profit parks or playgrounds, low impact public utilities, and home occupations. Several other relatively low conditional uses are allowed subject to regulatory approval.

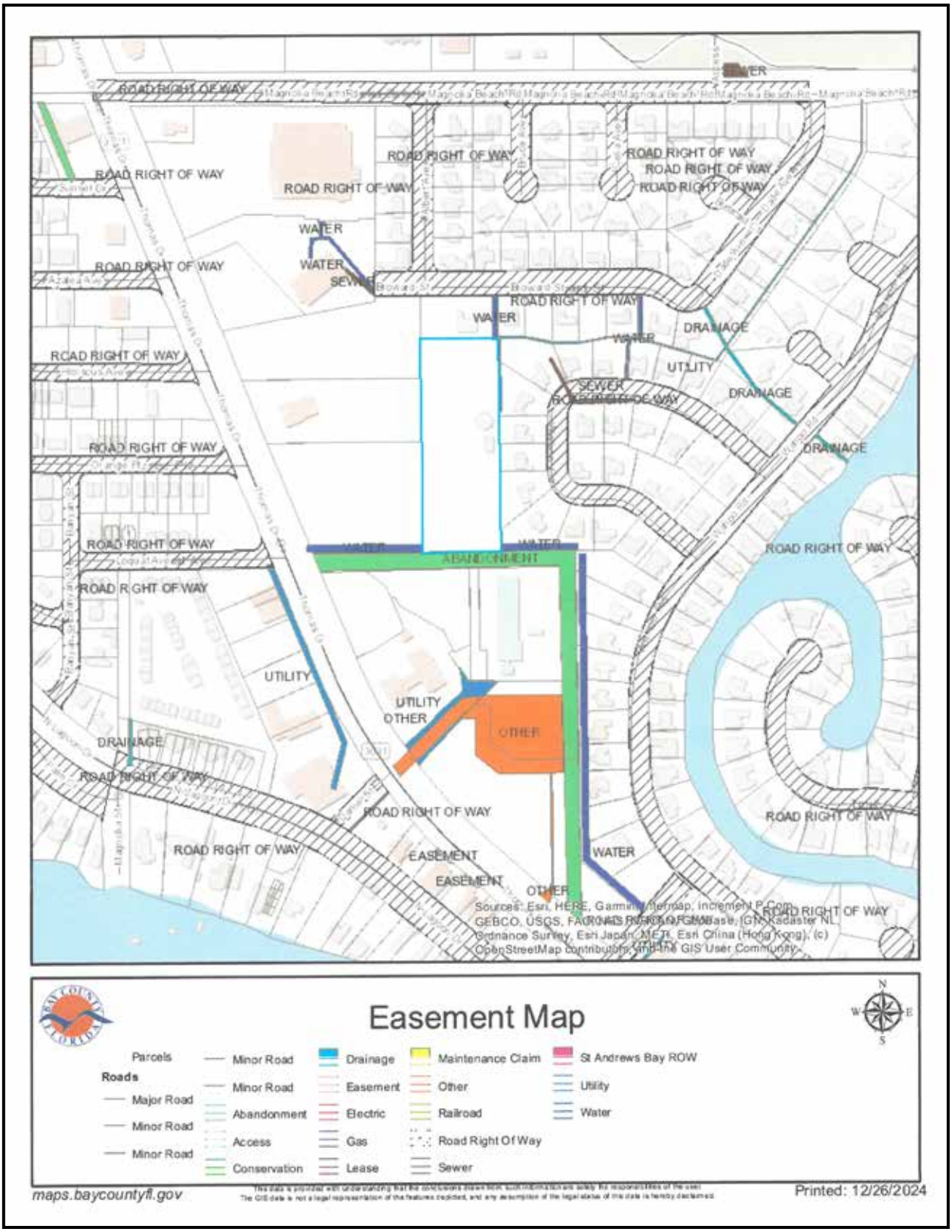
Section 2902 of the Bay County Land Development Code defines the term subdivision as the division of land into three or more lots or parcels. Any subdivision with three or more lots, parcels, or units must provide on-site and off-site access roads with a minimum width of 60 feet. The minimum width may be reduced in instances where strict adherence would conflict with other county objectives such as protection of environmentally significant resources or affordable housing. For the purpose of this analysis, we have assumed that no reduction in the minimum road access would be granted and the subject site could only be divided into two parcels.


C-3 (BAY)
Magnolia Beach Rd
R-1 (BAY)
C-2 (BAY)
C-1 (BAY)
Broward St
Sunset Dr
Azalea Ave
Hibiscus Ave
Orange Plume Pky
Loquat Ave
Thomas Dr
Albert Ave
Bude Ave
Clara Ave
Dale Ave
Alamo Dr
Walton Rd
Front St
Magnolia St
R-5 (BAY)
R-2 (BAY)
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Spain, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community
Zoning Map
Parcels
Roads
Major Road
Minor Road
Minor Road
Minor Road
Minor Road
N
W
E
S
maps.baycountyfl.gov
Printed: 12/26/2024


Magnolia Beach Rd
Azalea Ave
Hibiscus Ave
Orange Blossom Plz
Loquat Ave
Banyan St
Magnolia St
Tropical Dr
Bayou Dr
Sunset Dr
Albert Ave
Bruce Ave
Dale Ave
Edgewater Dr
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community
Wetlands Map
Parcels
Roads
Major Road
Minor Road
Minor Road
Minor Road
Minor Road
Minor Road
Wetlands
Freshwater Forested/Shrub Wetland
Freshwater Emergent Wetland
Freshwater Pond
Estuarine and Marine Wetland
Riverine
Lake
Estuarine and Marine Deepwater
Other
N
W
E
S
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Printed: 12/26/2024


Magnolia Beach Rd
Sunset Dr
Azalea Ave
Hibiscus Ave
Orange Plume Pkwy
Logue Ave
Broward St
Bruce Ave
Cecil Ave
Albert Ave
Thomas Dr
Bayou Dr
Panel 0317 Suffix H
Panel 0319 Suffix H
Panel 0336 Suffix H
Sources: Esri, HERE, Garmin, Intermap, increment P Corp, GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community
Flood Zone Map
Parcels
Roads
Major Road
Minor Road
Minor Road
Minor Road
Minor Road
N
W
E
S
maps.baycountyfl.gov
Printed: 12/26/2024


Magnolia Beach Rd
Sunset Dr
Azalea Ave
Edward St
Orange Ave
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community
Contours Map
Parcels
Roads
Major Road
Minor Road
Minor Road
Minor Road
Minor Road
One Foot Contours
1 Foot Contour
10 Foot Index Contour
N
W
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maps.baycountyfl.gov
Printed: 12/26/2024


ROAD RIGHT OF WAY
WATER
SEWER
DRAINAGE
UTILITY
ABANDONMENT
OTHER
EASEMENT
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community
Easement Map
Parcels
Roads
Major Road
Minor Road
Minor Road
Minor Road
Minor Road
Abandonment
Access
Conservation
Drainage
Easement
Electric
Gas
Lease
Maintenance Claim
Other
Railroad
Road Right Of Way
Sewer
St Andrews Bay ROW
Utility
Water
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HIGHEST AND BEST USE

The 15th Edition of the Appraisal of Real Estate published by the Appraisal Institute states, "the essential components of the analysis of *highest and best use* are contained in the following definition of the term: the reasonably probable use of property that results in the highest value." The Uniform Appraisal Standards for Federal Land Acquisitions defines highest and best use as the "highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future." Highest and best use must be reasonably probable, physically possible, legally permissible, and financially feasible.

One of the more significant terms in the definition of highest and best use is the term, "reasonably probable use". A highly speculative use that involves a high degree of risk may be financially feasible under ideal market conditions; however, it may not be the highest and best use of the property. An opinion of highest and best use must be developed within the context of a well-informed typical buyer. A highly speculative risky use may not be reasonably probable if it is considered to be an inappropriate or unlikely use by a typical well-informed purchaser.

The determination of highest and best use is a critical step in the appraisal process. A reliable market analysis serves as the basis for establishing a reasonable opinion of highest and best use. In the market analysis, the appraiser narrows the focus of the study from a broad macroeconomic view to a study of the data which is pertinent to the subject property. That data is then utilized to identify the most profitable, competitive use to which the subject property can be put. An appraiser's conclusion regarding highest and best use is the basis upon which comparable sales are selected. In most cases, the comparable sales should have the same general highest and best use as the property appraised.

When appraising an improved property, the appraiser is required to formulate an opinion regarding the highest and best use of the vacant land and the highest and best use of the property as improved. This allows the appraiser to compare and contrast the existing use with the ideal improvement. An ideal improvement would have no physical deterioration or obsolescence, and it would not be an under-improvement or an over-improvement of the land. In analyzing the

highest and best use of an improved property, an appraiser should consider alternative uses including: 1) Demolishing the existing improvements and redeveloping the land. 2) Convert, renovate or alter the existing improvements to improve productivity. 3) Retain the improvements and continue the current use. In a market value appraisal, land is always valued as if vacant and available for its highest and best use. Improvements must be valued based on their contribution to the value of the underlying vacant land.

Improved properties which represent an underutilization of the vacant land may contain excess land or surplus land. A site with excess land may have multiple highest and best uses. Surplus land can be utilized for expansion of an existing use or a compatible use. Improvements may also represent an interim use. Whereas highest and best use changes over time, an existing improvement may be demolished or altered significantly in the foreseeable future. In this case, the existing improvements are typically used to offset the cost of ownership. Although there is no specific standard, interim uses do not typically have a remaining economic life of more than five to seven years.

The Uniform Standards of Professional Appraisal Practice require the appraiser to consider any reasonably probable changes in zoning or legal constraints. The 15th Edition of the Appraisal of Real Estate states, "In investigating the reasonable probability of a zoning change, appraisers consider zoning trends and the history of rezoning requests in the market area as well as documents such as the community's comprehensive plan (or master plan). Appraisers can usually eliminate the following from consideration as potential highest and best uses:

- Uses that are not compatible with existing land uses in the area, such as a gas station in the middle of an exclusive single-unit residential subdivision
- Uses for which zoning changes have been requested but denied in the past, such as industrial use in an area where several industrial zoning changes have been turned down in the past two years

"On the other hand, a zoning change from residential use to commercial use may be reasonable if other properties in the market area have received a similar zoning change recently or if a community's comprehensive plan designates the property for a use other than its current

use. For example, consider a site zoned for single-unit residential use in a transitional neighborhood where zoning on several similar sites has been changed recently to commercial. Also, the city's comprehensive plan designates the property as lying within a future commercial corridor. Both of these factors may support an appraiser's conclusion that there is a reasonable probability of rezoning the subject site for commercial use.

"Market evidence supporting the possibility of new zoning can include rezoning applications, zoning hearings, actions by municipalities, and interviews with planning and zoning officials. Even if there is no current market evidence of a zoning change, documented interviews with officials and discussions of zoning practices and histories can be helpful in evaluating the possibility of a zoning change. These interviews, like any other market evidence, may, however, not be "proof" of a likely change or the denial of a change in zoning but rather only support the estimate of the probability of a change or the denial of a change in zoning. Decisions on zoning ordinances are made by elected officials, and the processes are often heavily contested, costly, and time-consuming. The outcomes are not known for certain until official actions are taken.

"The probability of a zoning change is never 100%, which presents appraisers with two challenges in highest and best use analysis:

- To determine if the economic demand for an alternative use of the property being appraised under a potential zoning change is greater than the economic demand for the real estate under the current zoning
- To provide market support for that conclusion

"To manage their risk, most developers contract to buy property "subject to" rezoning approval rather than "as is." Many pending sales never close because they are subject to rezoning that could not be obtained within the developer's desired time frame or could not be obtained at all.

"If appropriate for the intended use of the appraisal, a current opinion of market value may be based on the hypothetical condition that the property has already been rezoned as of the current date of value. (However, as stated earlier, some clients will not accept appraisals subject

to that sort of hypothetical condition, instead requiring that the property be valued "as is" with the existing zoning and, if appropriate, reflecting any additional value due to the likelihood of a zoning change.) If the date of value is prospective, the opinion of value could be based on the extraordinary assumption that the rezoning will have occurred by the prospective date of value. A current opinion of market value that reflects the existing zoning but also reflects any premium that market participants would pay because of the likelihood of a future zoning change would be the "as is" value. This value would not be based on a hypothetical condition or extraordinary assumption relating to the zoning status."

Existing uses which do not conform to zoning ordinances, land development codes or other legal constraints may be legally nonconforming uses or illegal uses. It is important that an appraiser carefully analyze available public and private land use constraints in order to make an appropriate determination concerning legally permissible uses. In complex situations, an appraiser may require a legal opinion, or the appraiser may utilize extraordinary assumptions regarding legal constraints which are vague or uncertain.

In the final analysis, the determination of highest and best use results from the appraiser's analytical skill, and the opinion of highest and best use typically represent an opinion which is difficult to prove empirically with market data. An appraiser's opinion regarding highest and best use should be well supported by a thorough analysis of the property's physical characteristics, land use constraints, land use trends, and economic considerations.

HIGHEST AND BEST USE AS IF VACANT

PHYSICALLY POSSIBLE USES

The physical characteristics of the subject site were described in detail in the preceding pages. The subject site is accessible via a 25 foot wide ingress and egress easement which links the property with Broward Street to the north. Broward Street is a two-lane paved road which leads through Point Royal Subdivision. Point Royal Subdivision is predominately developed with older detached single family dwellings.

LEGALLY PERMISSIBLE USES

The subject site is zoned R-1 (single family residential). The land development code requires that all roads within a subdivision and all roads leading to a subdivision be 60 feet in width unless a variance is granted by the regulatory authority. Variances appear to be limited to special community benefits such as environmental factors and low income housing. In the appraiser's opinion, it is unlikely that a variance would be granted to reduce the road width from 60 feet to as little as 25 feet. A parcel of land cannot be subdivided into more than two parcels without an access road 60 feet in width. Given the fact the subject property adjoins single family housing it would be speculative to conclude that it could be re-zoned for more intensive development.

MAXIMALLY PRODUCTIVE USE

Based on the aforementioned legal constraints, the appraiser concluded that the highest and best use of the subject site would involve subdividing the property into two residential lots.

HIGHEST AND BEST USE AS IMPROVED

The subject site is vacant except for trees and native vegetation. Thus, this section of the appraisal report is not applicable.

LAND VALUATION

(***Approaches to Value Used and Excluded***)

A variety of appraisal techniques are available to establish the market value of vacant land or an improved site. These appraisal techniques are summarized as follows:

SALES COMPARISON APPROACH

The sales comparison approach is the most common appraisal technique used to establish the value of vacant land. The sales comparison approach is the approved method when comparable sales are available in the market place. In the sales comparison approach, the appraiser compares the subject property with other parcels of vacant land which have sold on the open market. Whereas two properties are seldom exactly alike, adjustments are usually necessary to compensate for differences between properties before any meaningful conclusion can be drawn. Elements of comparison include property rights conveyed, legal encumbrances, financing or terms of sale, conditions of sale including the motivation of the seller, market conditions or appreciation/ depreciation since the date of sale, as well as physical and locational characteristics. Through a series of comparisons, a range of value can be established for the subject site with the final value estimate based on the most reliable transactions.

ALLOCATION

Sales of vacant land in densely developed areas may be so scarce that value cannot be established via a direct sales comparison approach. In addition, sales of vacant land in remote rural areas may occur infrequently and comparable data may not be sufficient to support a sales comparison approach. In this case, land value can be estimated by allocation or extraction. In the allocation method, a typical ratio of land value to total value is established for various categories of real estate in specific locations. The percent of land value to total value can be applied to improved sales to abstract a land value estimate. This particular method is primarily utilized in support of other more reliable appraisal techniques.

EXTRACTION

In this analysis, an appraiser deducts the contributory value of the improvements from the total price of an improved property to derive the price paid for the vacant land. The price paid for the vacant land is then compared to the subject site utilizing a sales comparison approach.

SUBDIVISION DEVELOPMENT

The subdivision development approach is used to value land which would be subdivided by a typical purchaser. The subdivision development approach can be applied to the appraisal of a wide variety of land types including commercial, industrial and residential property. A discounted cash flow analysis is utilized to derive a value via the subdivision development approach. A subdivision development approach is often difficult to apply with a great deal of accuracy without the aid of a land planner and engineer. Land planning services are often necessary in order to properly analyze complex legal constrains and engineering services are often required to accurately assess environmental issues such as the impact of wetlands and the cost of development. Even without the aid of the aforementioned services, a subdivision development approach will occasionally be employed to provide support for the value derived from a sales comparison approach.

LAND RESIDUAL ANALYSIS

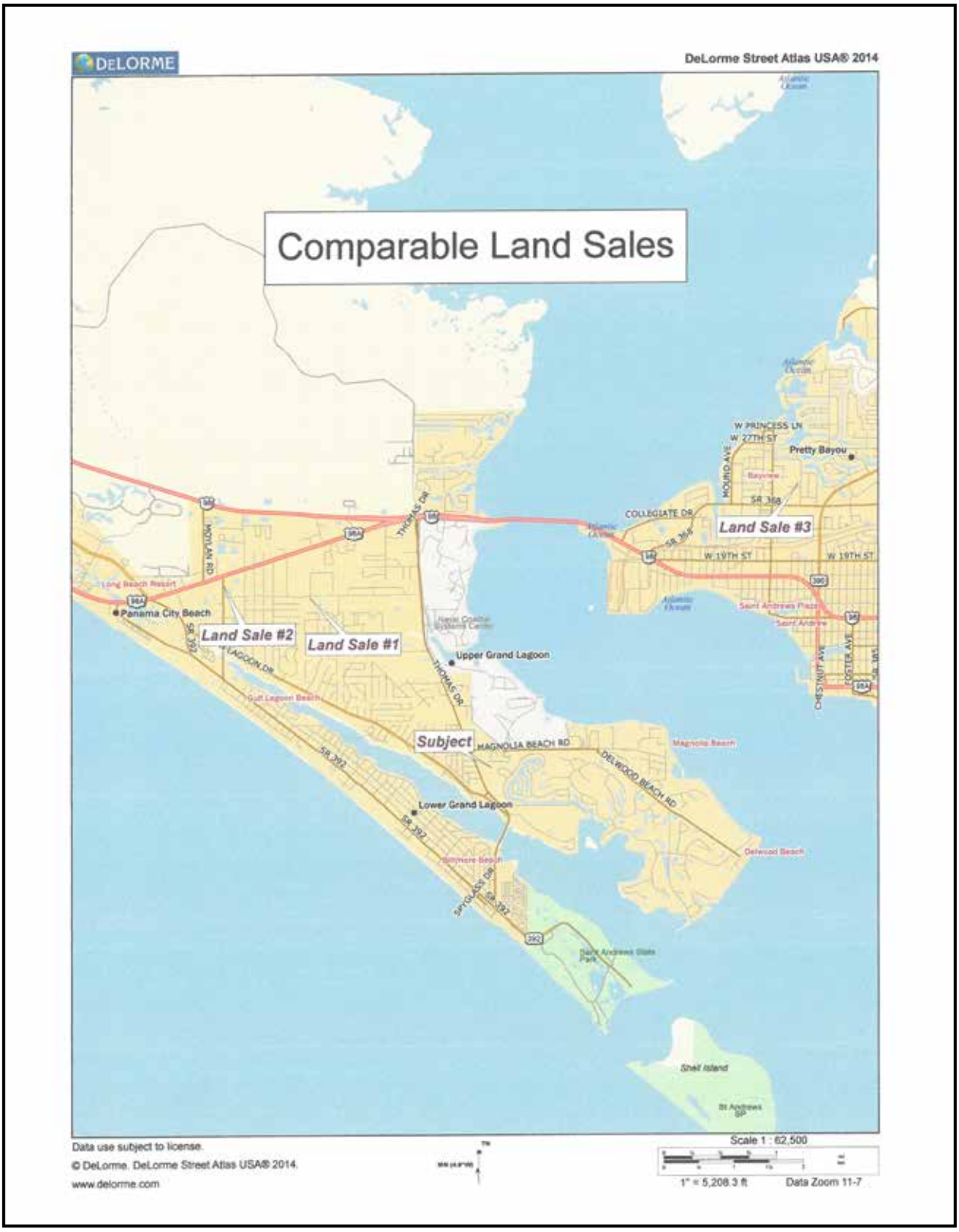
In land residual technique, the appraiser deducts the rent attributable to the building from total market rent to derive the rent attributable to the vacant land. Rent attributable to the vacant land is capitalized at an appropriate rate to derive a market value estimate. This technique is primarily applicable when the value of the building can be accurately estimated, net operating income can be reasonably supported and land capitalization rates can be accurately estimated.

DIRECT CAPITALIZATION VIA GROUND RENTS

Land leases are utilized in this appraisal technique to establish a reasonable net rental rate for the vacant land. An appropriate land capitalization technique is applied to the net rental rate for the vacant land to derive a market value estimate. This technique is primarily applicable to the appraisal of vacant land which is typically leased or rented.

SUMMATION

A sales comparison approach will be used to value the subject site. The use of other less reliable approaches to value would not add to the credibility or reliability of this report or the value estimate set forth herein.


DeLorme Street Atlas USA® 2014
Comparable Land Sales
Land Sale #1
Land Sale #2
Land Sale #3
Subject
Panama City Beach
Upper Grand Lagoon
Lower Grand Lagoon
Pretty Bayou
Shell Island
Data use subject to license.
© DeLorme. DeLorme Street Atlas USA® 2014.
www.delorme.com
Scale 1 : 62,500
1" = 5,208.3 ft
Data Zoom 11-7

LAND SALE NUMBER ONE



TRANSACTION DATA

GRANTOR:	Angela Branham
GRANTEE:	Greenspace Development, LLC
DEED DATE:	January 28, 2022
SALES PRICE:	$350,000
RECORDING DATA:	OR 4522/Page 1996 Bay County, Florida
TERMS OF SALE:	Cash to seller
VERIFICATION:	MLS #719377 & Nathan Lawrence (listing agent) to David W. Humphrey
TAX PARCEL ID NUMBER:	27921-518-000
MLS NUMBER:	719377

LAND SALE NUMBER ONE (Cont.)

PROPERTY DESCRIPTION

LOCATION:	8309 Laird Street Panama City Beach, Florida
LAND AREA:	2.298 ± acres
ELEVATION:	Good
UTILITIES:	All municipal services
ROAD FRONTAGE:	170 ± feet on Laird Street
ZONING:	R-1

SALE ANALYSIS

PRICE PER ACRE:	$152,306

Agent Copy 719377 | **8309 Laird Street, Panama City Beach, FL 32408** | **Residential Land-Sold $350,000**

List Price:	$450,000	**Sub-Type:**	Vacant Land
List Price/Acre:	$195,652.17	**Acreage:**	2.3
Area:	03 - Bay County - Beach	**Lot Dimensions:**	170 x 589
Sub Area:	0319 - Beach - East	**HOA Fee:**	No
County:	Bay		
Community/Resort:	None		
Elementary School:	Patronis		
Middle School:	Surfside		
High School:	Arnold		
Parcel ID:	27921-518-000		
Subdivision:	[No Recorded Subdiv]		



Directions: From the Hathaway Bridge, use the left 2 lanes to turn slightly left. Continue onto C R 392/Thomas Dr. Turn right onto Laird St. The property will be on the left.

Legal Description: THOMAS DRIVE PARK UNIT 2 THE E 170' LOT 37 BLK A ORB 1958 P 1884 (37.1) MAP 57D ORB 3129 P 325

Remarks: 'CURRENTLY UNDER CONTRACT, SELLER ACCEPTING BACKUP OFFERS' An incredible gem in Panama City Beach, boasting over 2.3 acres of seclusion. This property, located in the county, is wooded and gives you the ability to sculpt it to your wants and needs. There is a winding dirt drive guiding you through the shaded lot, to where you can start to imagine your stunning dream estate. Enjoy spacious living with the access of being within 5 minutes of having your feet in the sand! To fully understand the natural sanctuary this lot has to offer you have to see it in person.

Agent to Agent Remarks: **TO SHOW: Please text listing agent at 850-319-9831 as a courtesy to seller. Thank you! **QUESTIONS: Email Listings@SoldinFLA.com with any questions about this listing. Please view documents in the MLS first. **To SUBMIT OFFER: Follow the instructions located under Documents tab. Thank you.

Documents: Seller Disclosure; Other
Financing: Cash; Conventional; USDA; VA
Lot Access: County Road
Lot Features: Wooded

Present Zoning: Resid Single Family
Showing: See Agent Remarks
Utilities: None

Last Tax Year:	2020	**Limited Service List:**	No	**Seller Nm (Lst,Frst):**	Branham, Angela
Last Taxes:	1,325 Tax Estimate	**As Is:**	Yes		
List Date:	11/22/2021	**Cumulative DOM:**	45	**List Type:**	Exclusive Right of Sale
Projected Close Date:	02/04/2022	**Days On Market:**	45	**Agency Relationship:**	Transaction Broker
Status Change Date:	01/31/2022	**Mortgage Type:**	Cash	**Buyer Name:**	Greenspace Dev, LLC
Under Contract Date:	01/06/2022	**Sold Date:**	01/28/2022		
DUC:	22 days	**Sold Price:**	$350,000		
Office Exclusive:	No				
Office File #:	KO				
Original List Price:	$500,000				
Previous Price:	$500,000				

	Name	Office	Primary	Office	E-mail	URL
LM:	Nathan Lawrence (BD494) License#:	Keller Williams Success Realty (BKWS)		850-249-0313		
SM:	Michelle L Byron (B10683) License#:	Keller Williams Success Realty (BKWS)	850-814-1338	850-249-0313	michellebyron@kw.com	

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ill Kinsaul, Clerk Bay County, Florida D DOCTAX PD $2,450.00 Deputy Clerk KB Trans # 1757762

Prepared by:

Defender Title and Escrow Agency, LLC
2605 Thomas Drive, #105
Panama City Beach, FL 32408

File Number: 22-2894
Parcel ID: 27921-518-000

Warranty Deed

This Warranty Deed made this 28th day of January, 2022, between Angela Branham, a single woman, (henceforth referred to as "Grantor") whose post office address is 1635 Hope Circle, Panama City Beach, FL 32407, and **Greenspace Development LLC, a Limited Liability Company**, (henceforth referred to as "Grantee") of **5615 Gulf Drive, Panama City Beach, FL 32408:**

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following land, situate, lying and being in Bay County, Florida to wit.

The East 170 feet of Lot 37, Block A, Thomas Drive Park Unit Two, according to the Plat thereof, recorded in Plat Book 11, Page(s) 72, of the Public Records of Bay County, Florida, less the Westerly 30 feet of Lot 37.

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

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

The Grantor hereby covenants with said Grantee, her heirs and/or assigns, that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Subject to easements, restrictions, and covenants of record, and real property taxes for the current year which are prorated.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Witness 1
Printed Name: Deanne M Taylor

Angela Branham

Witness 2
Printed Name: Denae Jackson

STATE OF FLORIDA

COUNTY OF BAY

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by means of (✓) physical presence or ( ) online notarization, this 28th day of January, 2022 by Angela Branham who ( ) was/were personally known to me, or (✓) presented the following identification: DL.

Notary Public
My Commission Expires: _____

(Notary Stamp)

Deanne M. Taylor
Comm.:HH 189971
Expires: Nov. 2, 2025
Notary Public - State of Florida

LAND SALE NUMBER TWO



TRANSACTION DATA

GRANTOR:	Dennis Calvin Rich, Jr.
GRANTEE:	Clay Fox Investments, LLC
DEED DATE:	January 18, 2023
SALES PRICE:	$180,000
RECORDING DATA:	OR 4649/Page 1116 Bay County, Florida
TERMS OF SALE:	Cash to seller
VERIFICATION:	MLS #723101 & Leigh Ann Holsenback (listing agent) to David W. Humphrey
PROPERTY TAX ID NUMBER:	27646-000-000
MLS NUMBER:	723101

LAND SALE NUMBER TWO

PROPERTY DESCRIPTION

LOCATION:	Joan Avenue Panama City Beach, Florida 32408
LAND AREA:	1.065 acres
ELEVATION:	Good
UTILITIES:	Public water/sewer
IMPROVEMENTS:	Paved road access
ROAD FRONTAGE:	100 feet
ZONING:	R-2

SALE ANALYSIS

PRICE PER ACRE:	$169,014

Agent Copy 723101 | **2108 Joan Avenue, Panama City Beach, FL 32408** | **Residential Land-Sold $180,000**

List Price:	$299,500	**Sub-Type:**	Vacant Land
List Price/Acre:	$282,547.17	**Acreage:**	1.06
Area:	03 - Bay County - Beach	**Lot Dimensions:**	100x464
Sub Area:	0319 - Beach - East	**HOA Fee:**	No
County:	Bay		
Community/Resort:	None		
Elementary School:	Breakfast Point		
Middle School:	Breakfast Point		
High School:	Arnold		
Parcel ID:	27646-000-000		
Subdivision:	Pines Subdivision		



Directions: From Hathaway Bridge, go west on Front Beach Rd . Turn left on Joan Ave. Property on left behind sleep Inn.
Legal Description: PINES SUBDIV 57C3 LOT 17 BLK 3 ORB 3015 P 1426

Remarks: This 1.06 acre deep (100 x 464) Lot is in a great location & 1.4 miles to the Beach. This lot is zoned R2 (single family or Duplex and more, check for description of R2 and what is allowed). There is a pond towards the back right of the property. An Environmental Development Feasibility Assessment was performed by the seller to determine if the pond can be filled in. The pond on this lot is allowed to be filled in with purchasers obtaining necessary Permits and approval that maybe or is required. Lot is located (between Front Beach Rd. and Laird Ave) on Joan Ave. Buyer can verify dimensions and zoning.
Agent to Agent Remarks: Please text or call Leigh Ann Holsenback @ 269-716-7972 for additional information on this property. Any Offers, please send to: HolsenbackL@yahoo.com Closing will be with: Paco Schultz (850-640-1491) at Clear Title & Escrow, LLC. Paco@cleartitleins.com

Documents: Seller Disclosure
Lot Access: City Road; Paved Road
Lot Features: Wooded
Showing: Contact List Agent; Go Show
Sale Type: As Is;
Utilities: Other - See Remarks

Last Tax Year:	2021	**Limited Service List:**	No	**Seller Nm (Lst,Frst):**	Rich
Last Taxes:	431 Tax Estimate	**As Is:**	Yes		
Named Exception:	No				
Brokerage Interest:	No Interest				
List Date:	02/28/2022	**Cumulative DOM:**	300	**List Type:**	Exclusive Right of Sale
Projected Close Date:	01/18/2023	**Days On Market:**	303	**Agency Relationship:**	Transaction Broker
Status Change Date:	01/18/2023	**Mortgage Type:**	Cash	**Buyer Name:**	Clay Fox Investments
Under Contract Date:	12/28/2022	**Sold Date:**	01/18/2023		
DUC:	21 days	**Sold Price:**	$180,000		
Office Exclusive:	No				
Original List Price:	$339,900				
Previous Price:	$339,900				

	Name	Office	Primary	Office	E-mail	URL
LM:	Leigh Ann Holsenback (B10562) License#:SL3466954	Emerald Coast Realty Inc (BECR)	269-716-7972	850-233-2321	Laholsenback@gmail.com	
SM:	Carolyn L Fox (B1241) License#:3253761	CC Fox Realty (BCCF)	602-430-3139	850-630-0300	Carolyn@ccfoxrealty.com	

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ill Kinsaul, Clerk Bay County, Florida D DOCTAX PD $1,260.00 Deputy Clerk GB Trans # 1836945

Prepared by and return to:
Paco R. Schulz
Clear Title & Escrow, LLC
340 West 23rd Street, Suite E
Panama City, FL 32405
(850) 640-1491
File No 2022-706

Parcel Identification No 27646-000-000

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WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the **18th day of January 2023**, between **Dennis Calvin Rich, Jr., individually and as Successor Trustee of The Dennis Calvin Rich, Sr. Trust dated January 8, 2008**, whose post office address is **293 Reeves Road, Barnesville, GA 30204**, Grantor, to **Clay Fox Investments LLC, an Arizona Limited Liability Company**, whose post office address is **6428 South Lagoon Drive, Panama City Beach, FL 32408**, Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Bay, Florida, to-wit:

Lot 17, Block 3, AMENDED PLAT THE "PINES", as per Plat thereof recorded in Plat Book 7, Page 65 of the Public Records of Bay County, Florida.

The above-described property is not the homestead of the grantor.

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

Subject to taxes for 2023 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations, and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor have hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered in our presence:

Selentria M. Kendrick
WITNESS
PRINT NAME: Selentria M. Kendrick

Dana D. Platt
WITNESS
PRINT NAME: Dana D. Platt

Dennis Calvin Rich, Jr., individually and as Successor Trustee of the Dennis Calvin Rich, Sr. Trust dated January 8, 2008

STATE OF Georgia

COUNTY OF Lamar

The foregoing instrument was acknowledged before me by means of (✓) physical presence or ( ) online notarization this January 17, 2023, by Dennis Calvin Rich, Jr., individually and as Successor Trustee of the Dennis Calvin Rich, Sr. Trust dated January 8, 2008.

Selentria Mignon Kendrick
Signature of Notary Public
Print, Type/Stamp Name of Notary

Selentria Mignon Kendrick
NOTARY PUBLIC
Bibb County, GEORGIA
My Commission Expires 08/09/2024

Personally Known: _____ OR Produced Identification: ✓

Type of Identification Produced: State of Georgia Driver's License

LAND SALE NUMBER THREE



TRANSACTION DATA

GRANTOR:	Steven & Tara Barnett
GRANTEE:	Daniel Scott Simmons
DEED DATE:	January 22, 2021
SALES PRICE:	$73,000
RECORDING DATA:	OR 4355/Page 155 Bay County, Florida
TERMS OF SALE:	Cash to seller
VERIFICATION:	MLS #701897 & Wilma L. Taylor (listing agent) to David W. Humphrey
PROPERTY TAX ID NUMBER:	26977-000-000
MLS NUMBER:	701897

LAND SALE NUMBER THREE (Cont.)

PROPERTY DESCRIPTION

LOCATION:	2341 Pretty Bayou Road Panama City, Florida 32405
LAND AREA:	1.088 acres
ELEVATION:	Good/Average
UTILITIES:	Public water/septic system
IMPROVEMENTS:	Paved road access
ROAD FRONTAGE:	20 feet on Pretty Bayou Drive
ZONING:	R-1

SALE ANALYSIS

PRICE PER ACRE:	$67,096

Agent Copy 701897 | **2341 Pretty Bayou Drive, Panama City, FL 32405** | **Residential Land-Sold $73,000**

List Price:	$99,900	**Sub-Type:**	Residential Lots
List Price/Acre:	$91,651.38	**Acreage:**	1.09
Area:	02 - Bay County - Central	**Lot Dimensions:**	Irregular
Sub Area:	0204 - Bay - Central NW	**HOA Fee:**	No
County:	Bay	**Section/Range:**	25/15W
Community/Resort:	None	**Township:**	3S
Elementary School:	Lucille Moore		
Middle School:	Jinks		
High School:	Bay		
Parcel ID:	26977-000-000		
Subdivision:	Pretty Bayou Estates		



Directions: West on 23rd St Right on Pretty Bayou Dr
Legal Description: 25 3S 15W -64- 79A W1/2 OF SW1/4 BEG AT INTERSECT OF W R/W OF PRETTY BAYOU DR & N LINE OF PRETTY BAYOU ESTS W 654.12' TH N 199.96' E 228.35' S 179.82 E 230.05' N 55.02' E 20' S 55 E 176.06' TH S 20' TO POB SUB TO EASEMENT ORB 3274 P 1589
Remarks: Beautiful building lot 1.09 acre. Centrally located to everything. Perfect location. Great neighborhood! Minutes to the college and Panama City Beach.
Agent to Agent Remarks:

Documents: Seller Disclosure
Financing: Cash
Lot Access: City Road; Paved Road
Lot Features: Interior; Irregular

Present Zoning: County; Resid Single Family
Showing: Go Show
Sale Type: As Is;
Utilities: Electric; Garbage; Gas - Natural; Internet - Broadband Available; Phone; Septic - Needed; TV Cable; Water - Available

Last Tax Year:	2019	**Limited Service List:**	No	**New Buyer Fee:**	No
Last Taxes:	457 Tax Estimate	**As Is:**	Yes	**Seller Nm (Lst,Frst):**	Barnett
Brokerage Interest:	No Interest				

List Date:	09/11/2020	**Cumulative DOM:**	111	**List Type:**	Exclusive Right of Sale
Projected Close Date:	01/29/2021	**Days On Market:**	110	**Agency Relationship:**	Transaction Broker
Status Change Date:	01/28/2021	**Mortgage Type:**	Cash	**Buyer Name:**	Simmons
Under Contract Date:	12/30/2020	**Sold Date:**	01/22/2021		
DUC:	23 days	**Sold Price:**	$73,000		
Office Exclusive:	No				
Original List Price:	$99,900				

	Name	Office	Primary	Office	E-mail	URL
LM:	Wilma L Taylor (84848) License#:0461861	CENTURY 21 Commander Realty (BCC2)	850-866-2511	850-769-8326	wilmac21@aol.com	http://www.WilmaTaylorRealtor.com
SM:	Non Member (BNONA) License#:	NON-MEMBER OFFICE (BNON)			no_email@no_email.com	

Information is deemed to be reliable, but is not guaranteed. © 2024 MLS and FBS. Prepared by David W Humphrey on Tuesday, December 24, 2024 11:31 AM. The information on this sheet has been made available by the MLS and may not be the listing of the provider.

ll Kinsaul, Clerk Bay County, Florida D DOCTAX PD $511.00 Deputy Clerk RM Trans # 1651923



Prepared by
Robin Brannon, an employee of
First American Title Insurance Company
2353 Jenks Avenue
Panama City, Florida 32405
(850)763-8426

Return to: Grantee

File No.: 2006-2676442

WARRANTY DEED

THIS INDENTURE, executed on **January 22, 2021**, between

Steven Brent Barnett and Tara Melissa Barnett, husband and wife

whose mailing address is: 4542 Baywood Drive, Lynn Haven, FL 32444,
hereinafter called the "grantor", and

Daniel Scott Simmons

whose mailing address is: ?
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: The grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, release, convey and confirms unto the grantee, their heirs and assigns, all that certain land situate in **Bay** County, **FL**, to-wit:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF PRETTY BAYOU DRIVE (HAVING A 50 FOOT RIGHT OF WAY) AND THE NORTH LINE OF PRETTY BAYOU ESTATES, AS RECORDED IN PLAT BOOK 15, PAGE 9 OF THE PUBLIC RECORDS IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA.

THENCE N. 88 DEGREES 24' 35" W ALONG SAID NORTH LINE OF PRETTY BAYOU ESTATES FOR 654.12 FEET; THENCE N. 01 DEGREES 09' 13" E FOR 199.96 FEET; THENCE S. 88 DEGREES 24' 47" E FOR 228.42 FEET; THENCE S. 01 DEGREES 11' 03" W FOR 179.82 FEET; THENCE S. 88 DEGREES 24' 35" E FOR 230.00 FEET; THENCE NORTH 01 DEGREES 11' 00" E FOR 55.02 FEET; THENCE S. 88 DEGREES 24' 35" E FOR 20.00 FEET; THENCE S. 01 DEGREES 11' 00" W FOR 55.00 FEET; THENCE S. 88 DEGREES 24' 35" E FOR 176.06 FEET TO THE WEST RIGHT OF WAY LINE OF PRETTY BAYOU DRIVE; THENCE S. 01 DEGREES 42' 49" W ALONG SAID WEST RIGHT OF WAY LINE FOR 20.00 FEET TO THE POINT OF BEGINNING.

Parcel Identification Number: **26977-000-000**

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.

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2020.

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

Steven Brent Barnett

Tara Melissa Barnett

Signed, sealed and delivered in our presence:

Witness Signature

Robin L. Brannon
Print Name

Witness Signature

Ashley Milner
Print Name

State of Fl

County of Bay

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me by means of ☒ physical presence or ☐ online notarization, on 1-22-21, by **Steven Brent Barnett and Tara Melissa Barnett, husband and wife** who is/are personally known to me or has/have produced driver's license as identification.

Notary Public

Robin L. Brannon
(Printed Name)

ROBIN L. BRANNON
Notary Public - State of Florida
Commission # GG 331121
My Comm. Expires Jun 13, 2023
Bonded through National Notary Assn.

My Commission expires: _____

{Notarial Seal}

LAND VALUE - TABLE OF ADJUSTMENTS				
Sale Number	Subject	One	Two	Four
Sales Price		$350,000	$180,000	$73,000
Deed Date	12/17/24	01/28/22	01/23/2023	01/22/2021
Location	PC Beach	PC Beach	PC Beach	PC Beach
Gross Land Area	3.26 Ac.	2.298 Ac.	1.065 Ac.	1.088 Ac.
Zoning	R-1	R-1	R-2	R-1
Percent Uplands	85%	100%	100%	100%
Road Access	25' Easement	170’ Public Road	100’ Public Road	20’ Public Road
Price Per Acre		$152,306	$169,014	$67,096
ADJUSTMENTS				
Property Rights		0%	0%	0%
Adjusted Price/SF		$152,306	$169,014	$67,096
Financing/Terms		0%	0%	0%
Adjusted Price/SF		$152,306	$169,014	$67,096
Conditions of Sale		0%	0%	0%
Adjusted Price/SF		$152,306	$169,014	$67,096
Buyer Expenditures		0%	0.00%	0%
Adjusted Price/SF		$152,306	$169,014	$67,096
Market Conditions		0%	0%	+12%
Adjusted Price/SF		$152,306	$169,014	$75,148
OTHER ADJUSTMENTS				
Location		Superior	Sl. Superior	Inferior
Elevation/Topography		Equal	Equal	Equal
Road Frontage/Access		Superior	Superior	Sl. Inferior
Zoning/Land Use		Equal	Sl. Superior	Equal
View		Equal	Equal	Equal
Deed Restrictions		Equal	Equal	Equal
Shape, Depth and Functional Utility		Equal	Equal	Sl. Inferior
Overall Rating		Superior	Superior	Inferior

ANALYSIS OF COMPARABLE LAND SALES

SELECTION OF COMPARABLE SALES

As previously noted, without a zoning variance, the subject site can be developed with a maximum of two single family homes. The typical residential lot in the subject neighborhood contains less than 1/4 acre of land area. Nevertheless, the appraiser was able to identify three relatively recent sales involving small tracts of residential acreage which ranged in size from 1.065 acres to 2.298 acres. These sales are located within approximately five miles of the subject property.

UNIT OF COMPARISON

The comparable sales will be analyzed based on the price per acre of gross land area.

ELEMENTS OF COMPARISON

The elements of comparison are the characteristics of various properties and transactions that caused the price paid for the property to vary. Elements of comparison considered in this analysis include the real property rights conveyed, financing or terms of sale, conditions of sale, buyer expenditures, market conditions or appreciation, land use constraints and consideration of any personal property or chattels included in the purchase price.

QUANTITATIVE VS QUALITATIVE ANALYSIS

In discussing a qualitative analysis, the Appraisal of Real Estate (published by the Appraisal Institute) states "the relative comparison analysis is the study of the relationships indicated by market data without recourse to quantification. Many appraisers use this technique because it reflects the imperfect nature of real estate markets. To apply the technique, the appraiser analyzes comparable sales to determine whether the comparable's characteristics are inferior, superior or equal to those of the subject property. Unlike quantitative analysis, the adjustments considered in relative comparative analysis are not expressed as dollar or percentage amounts." The appraiser was unable to extract precise market adjustments from the available sales. Thus, he has applied a qualitative analysis.

REAL PROPERTY RIGHTS CONVEYED

All of the comparable sales analyzed by the appraiser involved the conveyance of a fee simple estate or a fee estate subject to encumbrances which did not have an adverse impact on value or marketability.

FINANCING OR TERMS OF SALE

No adjustments were required for differences in financing or terms of sale.

CONDITIONS OF SALE

All of the comparable sales were believed to be arm's length transactions. Thus, no adjustments were applied for differences in conditions of sale.

BUYER EXPENDITURES

To the best of the appraiser's knowledge, there were no buyer expenditures which materially impacted the prices paid for the comparable properties.

MARKET CONDITIONS (Date of Sale)

Comparable sales often occur under different market conditions than those conditions existing on the valuation date. The adjustment for market conditions most often takes into consideration appreciation or depreciation in the market place since the date of sale. The comparable sales documented and analyzed herein closed between January 2021 and January of 2023. The market for this type of land was increasing during 2021 at a rate of approximately 1% per month prior to stabilizing in 2022. It appears the market for this type of land has now been relatively stable for the past 24 to 36 months. Thus, only sale number three required a date of sale adjustment. The appraiser did not make any adjustments for changes in market conditions for sale numbers one or two.

LAND VALUE SUMMATION

The comparable sales can be utilized to bracket the value of the subject property on a per acre basis. Sale number one was rated superior due to its superior location and road frontage/access. Sale two was also superior to the subject in terms of location and road frontage/access. It was also superior in terms of zoning/land use due to the higher permissible density of development. Sale number three is rated inferior to the property appraised due to its location in Panama City rather than Panama City Beach. It is also slightly inferior in terms of road frontage/access as it contains 20' of paved road frontage but this narrow strip of the site is also subject to an ingress/egress easement in favor of an adjacent parcel. Sale number three was also rated slightly inferior in terms of shape/functional utility due to the flag pole shape of the site. After careful consideration of the relative merits of the aforementioned transactions, the appraiser reconciled the final value estimate at $100,000 per acre. Multiplying $100,000 per acre times 3.26 acres yields an indicated value of $326,000.

FINAL VALUE ESTIMATE

$326,000

ESTIMATED EXPOSURE PERIOD

The Uniform Standards of Professional Practice and Title XI of the Financial Institutional Reform and Recovery Act require the appraiser "analyze and report a reasonable exposure period". A generally accepted definition of a normal exposure period is as follows: a normal marketing period in the amount of time necessary to expose a property to the open market in order to achieve a sale. This definition assumes the property will be actively exposed and aggressively marketed to potential purchasers. Also, this assumes the property will be offered at a price reflecting the most probable mark-up over the market value.

The length of time required to sell a property is often influenced by the following factors: (1) The supply of competitive properties. (2) The demand demonstrated in the market place, (3) Anticipated changes in market conditions. (4) The most likely purchaser. (5) The potential for immediate development. (6) The length of time other similar properties are generally exposed to the market prior to selling. The comparable sales were listed for sale for as little as 45 days to as high as 300 days before being placed under contract. In the appraiser's opinion, the subject would be a more difficult property to sell given its limited access and the fact that it abuts commercial property. Thus, the appraiser concluded that a reasonable market exposure time may be reasonably estimated at 6 to 12 months.

ESTIMATED EXPOSURE PERIOD

6 to 12 months

ADDENDA

Email from Mr. Obos Regarding Easement

Panama City, Florida 32405
Phone 850-769-9455 ext. 24
Email: rccmai@bellsouth.net

From: KEVIN OBOS
Sent: Wednesday, April 19, 2017 2:27 PM
To: 'rccmai@bellsouth.net'
Subject: PCB parcels

From the deed it looks like the "Thomas Drive" parcel has a 25 foot ingress/egress easement through that lot on Broward Street. The Delwood parcel has a 20 foot ingress/egress easement. We just need to appraise taking into account the 20 and 25 foot easements.

Kevin D. Obos, Esq.
Harrison Sale McCloy
P.O. Drawer 1579
Panama City, FL 32402
Phone: (850) 769-3434
Fax: (850) 769-6121

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Excerpt from the Land Development Code

SECTION 2901. **Purpose**. To provide minimum requirements and standards for the subdivision and platting of land; to promote the adequate installation and/or construction of road, drainage, utilities and related improvements; to ensure that all improvements are designed and constructed in accordance with minimum standards; to promote the orderly and efficient transfer of title for subdivided lands; to ensure that all subdivided lands are properly recorded in the public records of Bay County; to protect investments in land and property values; to promote orderly growth patterns and the general good order and appearance of the County, and; to generally safeguard the public health, safety, and welfare relative to the subdivision of land.

SECTION 2902. **Applicability**. The requirements of this Chapter shall apply to all subdivisions created after the adoption of this code.

1. The term "subdivision" means the division of land into three (3) or more lots, parcels, tracts, tiers, blocks, sites, units, and any other division of land (hereinafter referred to as a "lot"); and may include the creation of new streets and alleys, additions, and resubdivisions; and, when appropriate to the context, relates to the process of subdividing or to the lands or area subdivided.

2. The following shall not be considered subdivisions for the purpose of this Chapter.

   a. The division of a family homestead when the subdivided lots are conveyed to a member of the immediate family of the owner. Immediate family means grandparent, parent, stepparent, adopted parent, sibling, child, stepchild, adopted child or grandchild of the landowner. Any land subdivided and conveyed in this manner must be used by the recipient family member as a bona-fide homestead, and must be formally conveyed to such family member by recorded deed. This provision shall apply only once to any recipient family member.

   b. The division of land into parcels greater than twenty (20) acres in size.

   c. The division of land into lots that are ten (10) acres or larger in size provided each lot created has a minimum of fifty (50) feet frontage on an existing street or road. This exception only applies to physically existing streets and is not intended to apply to any unconstructed "paper" right-of-way that may be shown on a recorded plat, survey, deed or other such drawing. For purposes of this Section, the term road or street means any public or private vehicular way that provides access to more than two (2) lots.

   d. The division of land resulting from court order, including but not limited to, judgements or foreclosures.

e. Conveyances intended to combine several smaller lots into one larger lot.

f. The division of land for a governmental or public purpose.

3. The requirements of this Chapter shall apply to all subdivisions regardless of whether or not the subdivision is created adjacent to an existing street, or whether or not the improvements required herein are to be dedicated to the County.

4. The requirements of this Chapter shall apply to all residential, commercial, manufactured housing, or any other subdivision within which lots or parcels are created with the intent to be offered for sale or otherwise conveyed to another person by the developer.

5. Subdivisions created where well and septic tank regulations require ½ acre lots or other State Health Department regulations may be platted into "future lot subdivisions". This concept involves a plat showing ¼ or 1/3 acre lots that are sold in ½ acre parcels that may be further sub-divided into building lots as water and/or sewer service becomes available. Houses must be located on these parcels so as to accommodate future building lots. These types of subdivisions will be reviewed and approved on a case-by-case basis.

SECTION 2903. Restrictive Covenants and Deed Restrictions. Nothing in this Chapter shall diminish, abrogate or otherwise restrict a developer from imposing deed restrictions, restrictive covenants, or other such limitations on the sale and use of property within a sub-division. All such restrictions shall be recorded in the records of the Clerk of the Circuit Court. The County shall have no responsibility for ensuring compliance with, or enforcement of, any such privately-imposed restrictions, unless included as part of an enforceable development agreement.

SECTION 2904. Plats and Recording Required. The term "plat" means a map or delineated representation of the sub-division of lands, being a complete exact representation of the subdivision and other information in compliance with applicable Florida law and the requirements of this Section and may include the terms "replat", "amended plat", or "revised plat."

1. Prior to final approval and recording, all subdivisions shall be shown in the form of a plat which conforms to the requirements of Chapter 177, Part I, F.S. and this Chapter.

2. All plats shall be filed with the Clerk of Circuit Court after approval and acceptance of dedications (if any) by the Board of County Commissioners. No plat shall be recorded by the Clerk until such time as the provisions of this Chapter are met and all applicable fees are paid.

performance bond is used any such bond must be Best rated at "A VII" or better.

SECTION 2907. On-Site Improvement Standards for Residential Subdivisions. All residential subdivisions, including those for mobile homes or manufactured housing, shall be designed and constructed in accordance with the following standards. Substitution of alternative methods or materials upon demonstration of the following:

a. The improvements remain private, and

b. There exists a private means to maintain and replace the improvements, if necessary, and

c. The improvements are of equal quality to those required herein

1. Streets and Roads. For purposes of this subsection, the term "streets and roads" means a vehicular way, which provides access to more than two lots. Access must be provided for each lot within a subdivision from a street or road.

a. Names Required. All streets and roads shall be named. Street names must be approved by the U.S. Postal Service and the Address Numbering Section.

b. Addresses Required. Each lot within the subdivision must have a street address. Addresses are to be assigned only by the County. Addresses must be assigned and fees paid prior to final plat approval. The Address Numbering Section is hereby authorized to assign addresses to lots in subdivisions as a whole rather than on a lot by lot basis.

c. Paving Required. All streets and roads providing access to any lots in any subdivision, including existing public or private roads, shall be paved.

Paving must be completed according to the criteria specified in this Section regardless of whether the streets and roads will be dedicated to the County or not (public or private).

d. Paving Criteria. All streets and roads shall be paved in conformance with specifications found in AASHTO Guide for Design of Pavement Structures, latest edition, and FDOT Standard Specifications for Road and Bridge Construction, latest edition. Development plans must include a typical roadway section with minimum/maximum requirements for the following:

i. 60 foot minimum width of right-of-way;

ii. Acceptable base types and thickness' based on site-specific geotechnical reports. Sand clay shall not be considered an acceptable base type.

iii. Cross slopes;

iv. Minimum roadway width shall be 22 feet;

v. Minimum shoulder width and cross slope; and,

vi. Required stabilization along the edges of pavement.

e. Signage. The developer shall be responsible for providing all required signage of proposed public roads (i.e., street name, stop sign, speed limit, etc.) in a manner acceptable to the County.

f. Design Criteria. Reference should be made for design to the FDOT Manual or Uniform Manual of Minimum Standards for Design, Construction and Maintenance for Streets and Highways and AASHTO Geometric Design of Highways and Streets, latest edition.

g. Minimum Pavement and Right-of-Way. Paved driving lanes shall be a minimum of eleven (11) feet in width. All right-of-way, whether dedicated to the County or not, shall be a minimum of sixty (60) feet in width. These minimum widths may be reduced in instances where strict adherence would conflict with other County objectives such as protection of environmentally significant resources or the provision of affordable housing.

Any such reduction must provide for adequate distance and space for utilities and drainage. Reductions in ROW or pavement width must be approved by concurrent agreement of the County Engineer and Planning Official.

h. Access. All subdivisions shall be designed and constructed so as to provide adequate access to the subdivision as a whole and to each subdivided lot within the subdivision. Access and driveway connections to subdivisions shall be provided as specified in Chapter 26 and shall also include the following requirements.

i. In no case shall access be provided to a new subdivision through a residential lot in an existing, recorded subdivision.

ii. The direct connection of individual, residential lot driveways onto collector or arterial roadways is prohibited. All subdivisions located adjacent to collector or arterial

Vesting Deed

** OFFICIAL RECORDS **
BK 1244 PG 468

FILE# 89-31963
BAY COUNTY, FLORIDA

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That GRAND LAGOON UTILITIES, INC., a Florida corporation, ("Grantor"), for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, conveyed, and granted unto THE CITY OF PANAMA CITY BEACH, FLORIDA, A MUNICIPAL CORPORATION, ("Grantee"), Grantee's successors in interest and assigns, forever, the following described real property, situate, lying and being in the County of Bay, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

and Grantor does hereby fully warrant the title to said real property, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and its corporate seal to be affixed hereto by its proper officer thereunto duly authorized on this 4th day of September, 1989.

Signed, sealed & delivered
in the presence of:

GRAND LAGOON UTILITIES, INC.,
A FLORIDA CORPORATION

By _____
WILLIAM F. SPANN
ITS PRESIDENT

STATE OF FLORIDA,
COUNTY OF BAY.

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared WILLIAM F. SPANN as President of GRAND LAGOON UTILITIES, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged the execution thereof to be his act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and the said instrument is the duly authorized act and deed of said corporation.

WITNESS my hand and official seal in the County, State, and Country last aforesaid this 13th day of September, 1989.

NOTARY PUBLIC
My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: JAN. 31, 1992.

THIS INSTRUMENT PREPARED BY: J. ROBERT HUGHES, ESQ., BARRON, REDDING, HUGHES, FITE, BASSETT & PENSOM, P.A., 220 McKenzie Avenue, Panama City, Florida 32401

:1

Documentary Tax Pd. $ 3697.65
Intangible Tax Pd. $ —
Harold Bazzel, Clerk, Bay County
By: RK D.C.

** OFFICIAL RECORDS **
BK 1244 PG 469

9/14/89
The following described land being situated in Bay County, Florida: (All references to Map "H" herein are to Map "H", a part of the Development of Regional Impact Order promulgated by the Bay County Board of County Commissioners by Resolution #1328, Dated July 22, 1986.)

WATER TOWER: Commence at the intersection of the South line of Section 11, Township 4 South, Range 15 West, Bay County, Florida, and the West right-of-way line of Jan Cooley Drive; thence N 00°01'47" W along said West right-of-way line 721.80 feet to the POINT OF BEGINNING: thence continue N 00°01'47" W along said West right-of-way line 100.00 feet; thence S 89°58'13" W 100.00 feet; thence S 00°01'47" E parallel with said West right-of-way line 100.00 feet; thence N 89°58'13" E 100.00 feet to the POINT OF BEGINNING, containing 0.23 acres, more or less (hereinafter referred to as "Part of Tract "7" of Map "H"").

AND

TRACT "8": Commence at the intersection of the West right of way line of Jan Cooley Drive (State Road No. S-396-A) and the South Line of Section 11, Township 4 South, Range 15 West, Bay County, Florida, thence North 0°01'47" West along said Westerly Right of way line for 120.88 Feet to the POINT OF BEGINNING: thence S 89°58'13" W for 254.51 Feet; thence North 0°01'47" W for 192.47 Feet; thence S 69°20'36" W for 50.12 Feet; thence N 04°36'23" W for 168.37 Feet: thence N 27°14'33" E for 190.76 Feet; thence N 03°41'29" E for 94.09 Feet; thence N 61°21'25" E for 51.62 Feet; thence S 64°49'52" E for 69.68 Feet; thence S 41°13'36" E for 54.45 Feet; thence S 17°31'40" E for 121.55 Feet; thence S 34°17'52" E for 72.07 Feet to said West right of way line; thence S 00°01'47" E along said right of way line for 384.72 Feet to the POINT OF BEGINNING, said parcel containing 3.48 acres more or less, (hereinafter referred to as "Tract "8" of Map "H""), and;

AND

LAGOON LYING WEST OF OLD SEWAGE TREATMENT PLANT: Commence at a PRM marking the intersection of the West line of Section 11, Township 4 South, Range 15 West, Bay County, Florida, and the Southwesterly right of way of Delwood Beach Road; thence S 00°15'40" E along the West line of said Section 11 according to the Plat of Bay Point Unit One as recorded in Plat Book 11, Pages 47-56 of the Public Records of Bay County, Florida, a distance of 1105.81 Feet; thence S 75°25'12" E a distance of 230.52 Feet; thence N 42°08'13" E a distance of 290.35 Feet; thence S 11°59'54" E a distance of 25.00 Feet; thence N 66°21'38" E a distance of 222.40 Feet; thence S 64°13'15" E a distance of 436.74 Feet; thence S 37°23'41" W a distance of 86.41 Feet; thence S 08°56'19" E a distance of 182.15

1

Feet; thence S 66°12'24" W a distance of 40.82 Feet to the POINT OF BEGINNING: thence traversing the South boundary of proposed "Tennis Lakes", N 39°54'12" W 54.04 Feet; thence S 53°12'23" W for 84.89 Feet; thence S 82°58'25" W 99.23 Feet; thence N 67°41'25" W for 263.29 Feet; thence leaving said Southerly boundary of said "Tennis Lakes", thence N 69°58'28" W 28.82 Feet; thence S 75°45'47" W for 94.47 Feet; thence N 76°59'40" W 64.53 Feet; thence S 32°32'07" W 81.80 Feet; thence N 80°47'46" W 42.74 Feet; thence N 21°21'42" E 65.51 Feet; thence N 50°32'22" W 32.05 Feet; thence S 87°26'44" W 37.94 Feet; thence S 37°12'04" W 65.57 Feet; thence S 52°21'45" E 48.96 Feet; thence S 04°33'24" E 36.87 Feet; thence S 28°00'19" W 69.19 Feet; thence S 39°33'17" E for 39.99 Feet; thence S 20°44'45" W for 32.83 Feet; thence S 16°18'50" E for 50.51 Feet; thence S 12°50'59" W for 112.94 Feet; thence S 30°08'28" W for 84.95 Feet; thence S 20°55'03" E for 80.91 Feet; thence S 14°00'46" W for 90.40 Feet; thence S 35°02'05" E 82.75 Feet; thence S 42°14'26" W 22.60 Feet; thence N 49°28'52" W 37.24 Feet; thence N 87°03'46" W 44.32 Feet; thence N 68°04'40" W 48.49 Feet; thence N 39°22'06" W 104.49 Feet; thence N 61°47'33" W 55.62 feet; thence S 38°06'56" W 45.51 Feet; thence S 26°26'49" E 88.18 Feet; thence S 39°42'23" E 50.73 Feet; thence S 17°35'02" E 56.11 Feet; thence S 58°55'34" E 46.53 Feet; thence S 29°12'29" E 47.59 Feet; thence S 82°21'18" E 21.18 Feet; thence N 53°35'38" E 40.68 feet; thence N 36°57'18" E 30.56 Feet; thence N 88°51'03" E 15.06 Feet; thence S 53°15'31" E 40.01 Feet; thence N 53°38'28" E 24.77 Feet; thence N 20°50'04" E 16.20 Feet; thence N 02°23'23" W 14.81 Feet; thence S 89°20'14" E 19.56 Feet; thence N 86°51'40" E for 209.46 Feet; thence S 81°08'49" E for 139.23 Feet; thence S 88°05'22" E for 71.49 Feet; thence N 74°49'05" E for 53.55 Feet; thence N 75°55'51" E for 118.91 Feet; thence N 59°16'18" E for 130.22 Feet; thence N 47°35'28" E for 97.32 Feet; thence N 04°36'23" W for 126.94 Feet; thence S 15°15'57" W 23.51 Feet; thence S 28°45'18" W 107.70 Feet; thence S 70°00'38" W 82.63 Feet; thence S 43°19'25" W 32.11 Feet; thence S 53°22'40" W 43.72 Feet; thence S 73°37'09" W 105.77 Feet; thence N 33°45'25" W 114.73 Feet;, thence N 01°19'31" E 187.97 Feet; thence N 80°02'32" W 68.95 Feet; thence S 14°38'39" W 107.82 Feet; thence S 27°46'46" E 35.34 Feet; thence S 06°29'48" W 54.74 Feet; thence S 43°33'41" W 129.51 Feet; thence S 86°05'48" W 165.68 Feet; thence N 27°11'53" W 143.56 Feet; thence N 06°42'48" E 150.25 Feet; thence N 11°23'39" E 267.53 Feet; thence N 55°04'15" E 52.18 Feet; thence S 84°05'57" E 92.21 Feet; thence S 66°25'45" E 160.13 Feet; thence S 06°12'54" E 83.42 Feet; thence S 15°07'25" W 76.88 Feet; thence S 87°10'20" E 48.46 Feet; thence N 20°50'51" E 117.29 Feet; thence N 42°28'22" E 43.13 Feet; thence N 09°26'02" E 36.39 Feet; thence S 86°05'06" E 133.75 Feet; thence N 72°24'52" E 78.45 Feet; thence N 39°35'09" W 29.69 Feet; thence N 48°22'57" E 96.42 Feet to the POINT OF BEGINNING, (hereinafter referred to as "Lagoon West").

AND

PORTION OF LAGOON LYING NORTH OF OLD SEWAGE TREATMENT PLANT:

Commence at PRM marking the intersection of the West line of Section 11, Township 4 South, Range 15 West, Bay County, Florida, and the Southwesterly right of way of Delwood Beach Road; thence S 00°15'40" E along the West line of said Section 11 according to the Plat of Bay Point Unit One as recorded in Plat Book 11, Pages 47-56 of the Public Records of Bay County, Florida, a distance of 1105.81 Feet; thence S 75°25'12" E a distance of 230.52 Feet; thence N 42°08'13" E a distance of 290.35 Feet; thence S 11°59'54" E a distance of 25.00 Feet; thence N 66°21'38" E a distance of 222.40 Feet; thence S 64°13'15" E a distance of 436.74 Feet to the POINT OF BEGINNING: thence S 70°32'48" E for 66.77 Feet; thence S 55°06'58" W for 76.10 Feet; thence S 00°58'30" W for 105.78 Feet; thence S 16°19'39" E for 84.04 Feet; thence S 42°57'33" E for 107.73 Feet; thence S 61°21'25" W for 40.81 Feet; thence S 03°41'29" W for 94.09 Feet; thence N 00°00'10" W 97.20 Feet; thence N 42°30'12" W for 115.74 Feet; thence N 00°31'50" E for 13.36 Feet; thence N 08°56'19" W for 182.15 Feet; thence N 37°23'41" E for 86.41 Feet to the POINT OF BEGINNING, (hereinafter referred to as "Lagoon North").

AND

PORTION OF LAGOON LYING SOUTH OF OLD SEWAGE TREATMENT PLANT:
A parcel of land being situated partly in Government Lot 2 in Section 11, Township 4 South, Range 15 West and partly in Government Lot 4 in Section 14, Township 4 South, Range 15 West, Bay County, Florida and being more particularly described as: Commence at the intersection of the West right of way line of Jan Cooley Drive (State Road No. S-396-A) and the South line of said Section 11; thence N 00°01'47" W along the Westerly right of way of said Jan Cooley Drive for 120.88 Feet; thence S 89°58'13" W for 11.18 Feet to the POINT OF BEGINNING: thence S 00°10'42" W for 655.27 Feet; thence S 81°48'41" W for 59.36 Feet; thence N 30°01'49" W for 55.06 Feet; thence N 23°18'34" E for 125.62 Feet; thence N 04°54'06" W for 32.69 Feet; thence N 45°54'01" W for 104.84 Feet; thence N 15°48'32" W for 116.70 Feet; thence N 66°48'44" E for 113.33 Feet; thence N 06°25'46" W for 239.72 Feet; thence N 89°58'13" E for 71.18 Feet to the POINT OF BEGINNING, (hereinafter referred to as "Lagoon South").

(Lagoon West, Lagoon North, and Lagoon South, hereinafter may be collectively referred to as the "Lagoon Parcels".)

AND

TRACT "4": Commencing at the Southeast Corner of the NE1/4 of Section 10, Township 4 South, Range 15 West, Bay County, Florida; thence West for 50.00; thence N 00°21'27" W for 367.20 Feet to the POINT OF BEGINNING: thence S 89°38'33" W for 360.00 Feet; thence N 00°21'27" W for 250.00 Feet; thence N 89°38'33" E for 60.01 Feet; thence N 00°21'27" W for 167.91 Feet; thence N 89°38'33 E for 300.00 Feet; thence S 00°21'27" E for 417.91 Feet to the POINT OF

BEGINNING, together with an Easement for Ingress and Egress from Delwood Beach Road, the easement comprising the West 20 Feet of the following described parcel:

Commence at the Southeast corner of the NE 1/4 of Section 10, Township 4 South, Range 15 West, Bay County, Florida; thence West for 50.00 Feet to the POINT OF BEGINNING: Thence continue West for 240.00 Feet; thence S 00°21'27" E for 169.38 Feet to the Northeasterly right of way of Delwood Beach Road; thence N 51°08'47" W along said right of way for 77.44 Feet; thence N 00°21'27" W for 486.13 Feet; thence N 89°38'33" E for 299.99 Feet; thence S 00°21'27" E for 367.20 Feet to the POINT OF BEGINNING.

Together with an Easement for Ingress and Egress from Magnolia Beach Road, the easement more particularly described as:

Commence at the Southeast Corner of the Northeast Quarter (NE 1/4) of Section 10, Township 4 South, Range 15 West, Bay County, Florida; thence West 50 Feet; thence N 00°21'27" W for 785.11 Feet to the POINT OF BEGINNING of a 20-Foot easement lying left of the following course: continue N 00°21'27" W for 356.59 Feet to the Southerly right of way of Magnolia Beach Road and the terminus of this description.

(The foregoing hereinafter referred to as "Tract "4" of Map "H""),

AND

TRACT "3": Commence at the Southwest Corner of Lot 6, Block A, Point Royal Homes Unit One, according to the Plat recorded in Plat Book 9, Page 84 of the Public Records of Bay County, Florida; thence S 00°30'37" W for 70.00 Feet; thence S 89°29'23" E along the South line of Broward Street for 130.00 Feet to the POINT OF BEGINNING: thence continue S 89°29'23" E for 230.00 Feet; thence S 00°30'37" W to a point which is 30.00 Feet North of the South Boundary of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of said Section 9, Township 4 South, Range 15 West; Thence S 89°47'07" W along a line parallel with the South Boundary of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of said Section 9 for 230.02 Feet; thence N 00°30'37" E for 719.64 Feet to the POINT OF BEGINNING, said parcel being a portion of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 9, Township 4 South, Range 15 West, Bay County, Florida, Less and Except the following Parcel, more particularly described as: Commence at the Southwest Corner of Lot 6, Block A, POINT ROYAL HOMES, UNIT ONE, according to plat recorded in Plat Book 9, Page 84 of the Public Records of Bay County, Florida; thence S 00°30'37" W for 70.00 Feet; thence S 89°29'23" E along the South line of Broward Street for 130.00 Feet to the POINT OF BEGINNING: thence continue S 89°29'23" E for 230.00 Feet; thence S 00°30'37" W for

130.00 Feet; thence N 89°29'23" W for 230.00 Feet; thence N 00°30'37" E for 130.00 Feet to the POINT OF BEGINNING. (End of Exception)

Together with an easement for ingress and Egress across the West 25 Feet of the following described property:

Commence at the Southwest Corner of Lot 6, Block A, POINT ROYAL HOMES, UNIT ONE, according to plat recorded in Plat Book 9, Page 84 of the Public Records of Bay County, Florida; thence S 00°30'37" W for 70.00 Feet; thence S 89°29'23" E along the South line of Broward Street for 130.00 Feet to the POINT OF BEGINNING: Thence continue S 89°29'23" E for 230.00 Feet; thence S 00°30'37" W for 130.00 Feet; thence N 89°29'23" W for 230.00 Feet; thence N 00°30'37" E for 130.00 Feet to the POINT OF BEGINNING.

(The foregoing parcel is hereinafter referred to as "Tract 3" of Map "H"".)

AND

A strip land 30-Feet deep which abuts the south line of Tract "3" and the South line of the SW1/4 of the NE1/4 of Section 9, Township 4 South, Range 15 West, more particularly described as: Commence at the Southwest Corner of Lot 6, Block "A", POINT ROYAL HOMES, UNIT ONE, according to plat recorded in Plat Book 9, Page 84 of the Public Records of Bay County, Florida; thence S 00°30'37" W for 70.00 Feet; thence S 89°29'23" E along the South line of Broward Street for 360.00 Feet; thence S00°53'16"W for 716.33 Feet to the POINT OF BEGINNING: thence continue S00°53'16"W for 30 Feet to the South line of the SW1/4 of the NE1/4 of Section 9, Township 4 South, Range 15 West, thence N89°50'10"W for 230.01 Feet; thence N00°51'55"E for 30.00 Feet; thence N89°47'07"E for 230.02 Feet to the POINT OF BEGINNING.

RCD: SEP 14 1989 @ 4:40 PM
HAROLD BAZZEL, CLERK

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Appraiser's Qualifications

QUALIFICATIONS

RANDALL C. CHANDLER, MAI
11 WEST 23RD STREET - SUITE D
PANAMA CITY, FLORIDA 32405

EDUCATIONAL BACKGROUND:

Awarded a Bachelor of Science Degree in Business Administration with a major in Real Estate and Urban Land Studies by the University of Florida in 1975.

Awarded a Bachelor of Arts Degree in Political Science by the University of Florida in December 1973.

Successfully completed Course 101 of the Society of Real Estate Appraisers, "Introduction to Appraising Real Estate", University of Florida, 1974.

Successfully completed Course 201 of the Society of Real Estate Appraisers, "Income Property Appraising", University of Florida, 1975.

Successfully completed Course II of the American Institute of Real Estate Appraisers "Income Property Valuation", University of Tampa, 1975.

Successfully completed Course VI, "Income Property Investment Analysis", of the American Institute of Real Estate Appraisers, Chicago, 1976.

Attended the School for Executive Development of the U.S. League for Savings and Loan Associations, University of Georgia, Athens, Georgia, 1977.

SEMINARS COMPLETED:

USPAP Update	2024
Community Land Trusts	2024
Fundamental Market Analysis	2024
Litigation Risk Management	2024
Fractional Interests	2024
Supporting Adjustments	2024
Florida Appraisal Laws and Regulations	2024
Florida Real Estate Law	2022
Florida Real Estate Ethics & Business Practices	2022
Educating Homebuyers	2022
Educating Sellers	2022
Short Sales & Foreclosures	2022
Florida Core Law	2020
Business Ethics	2020

USPAP Update	2020
Expert Witness Assignments	2020
Mortgages and Foreclosures	2020
Business Practices and Ethics	2017
Eminent Domain and Condemnation	2017
Subdivision Valuation	2017
Small Hotel / Motel Valuation	2017
Advanced Hotel Appraising - Full-Service Facilities	2016
Appraisal of Fast-Food Facilities	2016
Appraisal of Convenience Stores	2016
USPAP Update	2016
Florida Appraisal Laws and Regulations	2016
Appraising Assisted Living Facilities	2015
Uniform Appraisal Standards Update	2014
Florida Appraisal Law / Rules	2014
Sales Comparison Techniques	2014
Appraising Green Residences	2014
Residential Appraisal Review	2014
Appraisal of 2-4 Family and Multi-Family Properties	2012
Challenging Assignments for Residential Appraisers	2012
Foreclosure Basic for Appraisers	2012
USPAP Update	2012
Florida Real Estate Appraisal Law and Rules	2012
Scope of Work	2012
Forecasting Revenue	2012
Discounted Cash Flow Analysis	2012
Commercial Client	2012
New Technology	2012
Comparative Analysis	2012
Business Practices and Ethics	2012
Data Verification Methods	2012
Apartment Appraisals	2010
Ad-Valorem Tax Consulting	2010
USPAP Update	2010

PROFESSIONAL AFFILIATIONS:

Appraisal Institute:

1) Awarded MAI designation in May of 1983. MAI designation number 6661.
2) Chairman of the Chapter Admissions Committee in 1985.
3) Elected President of North Florida / South Alabama Chapter in 1986 / 1987.
4) Elected to serve on the National Governing Council from 1989 to 1990.
5) Appointed as Regional Chairman of the Review and Counseling Committee for 1989 and 1990.
6) Committee to nominate National Officers (1990).
7) Elected to the Board of Directors of the Appraisal Institute 1991 through 1993.

OTHER PROFESSIONAL AFFILIATIONS:

Florida State-Certified General Real Estate Appraiser - No. RZ156
Member of the National Association of Realtors
Registered Florida Real Estate Broker - License No. 0180163

PARTIAL LIST OF CLIENTS SERVED:

City of Panama City
City of Panama City Beach
Panama City-Bay County International Airport
Office of the Attorney General; Tallahassee, Florida
Florida Department of Transportation; Chipley, Florida
The Nature Conservancy; Tallahassee, Florida
The Trust for Public Land; Tallahassee, Florida
Department of Environmental Protection; Tallahassee, Florida
Office of General Counsel – IRS; Various Offices
First American Title Insurance Company – Claims Department
Regions Bank; Various offices
Whitney National Bank; Various offices
Bank of America; Various offices
Federal Deposit Insurance Corporation; Various Offices
Citicorp Real Estate, Inc.; Tampa, Florida
AmSouth Bank; Florida and Birmingham, Alabama offices
SunTrust Bank of Florida; Florida
Federal National Mortgage Association; Atlanta, Georgia
First Union Bank; Jacksonville, Florida
TICOR Mortgage Insurance Company; Miami, Florida
Amerada Hess Corporation; New York, New York
Bay County Property Appraiser's Office; Panama City, Florida
American Funding Corporation, Montvale, New Jersey
Merrill Lynch Relocation Service; Atlanta, Georgia
Chevron, U.S.A., Inc.; Miami, Florida
West Building Materials; Atlanta, Georgia
Equitable Relocation Service; Atlanta, Georgia
Transamerica Relocation Service; Farmington, Connecticut
Tyndall Federal Credit Union; Panama City, Florida
Alliance Mortgage Company; Jacksonville, Florida
Allstate Enterprises; St. Petersburg, Florida
Florida Federal Savings & Loan Association; St. Petersburg, Florida
Great Western Savings; Orlando, Florida
City Federal Savings & Loan Association; Boca Raton, Florida
Mortgage America, Inc.; Birmingham, Alabama
SouthTrust Bank; Birmingham, Alabama
NCNB Bank; Dallas, Texas
Yamaha Corporation / Century Boat Company

SPECIALIZED APPRAISAL EXPERIENCE / NOTABLE PROPERTIES

RESORT / RECREATIONAL DEVELOPMENT APPRAISALS:

1) St. Croix and St. Maarten Condominiums at Silver Shells Resort; two 15-story structures containing 170 units.

2) Tides at Tops'l Condominium; a 16-story structure containing 160 residential units and four commercial units.

3) Long Beach Resort Towers I and II and III; 265 units in three 15-story high rise structures.

4) The Summitt Condominium; 154 units in an 11-story structure in Tops'l Resort.

5) Numerous small condominium projects in the Destin market area including Destin Pointe, Grand Caribbean, Gulfview II, Caribbean Dunes, Emerald Dunes and others.

6) Pinnacle Port Condominium: A 408-unit gulf front complex consisting of six seven story buildings and one 12 story building including all recreational amenities.

7) Sunbird Condominium: 288 units in a gulf front development consisting of two 12-story high rise structures.

8) Seamark Condominium: 308 units in a 30-story structure with an adjacent multi-level parking garage.

9) Watercrest Condominium: 163 units in a 17-story structure located on a gulf front site.

10) Pelican Walk Condominium: 120 units in a 12-story gulf front building including all recreational amenities.

11) The Meredian Condominium: A 238-unit gulf front development in a 14-story high rise building.

12) Condominium projects within Bay Point Yacht and Country Club including Marina Club Village, Baytowne and Golf Cove Estates.

13) Seachase Condominium: a 64-unit gulf front condominium development consisting of two 8-story buildings and all amenities.

14) Villas of St. George: A 42-unit condominium development located on St. George Island consisting of eight three story buildings.

MOTELS:

1) Comfort Inn and Suites; Okaloosa County, Florida.
2) Holiday Inn Select; near Panama City Mall; Panama City, Florida.
3) Buccaneer Beach Motel and Restaurant; Panama City, Florida.
4) Miracle Mile Resort; Six gulf front hotels containing 640 units.
5) 15-story gulf front Holiday Inn Resort / Hotel containing 347 units.
6) Gulf front Ramada Inn with restaurant and convention center containing 147 units.
7) Gulf front Days Inn containing 188 units.
8) Pier 99 Motel: A 200-unit complex consisting of 80 existing units and 120 proposed units, a lounge and conference center.
9) 104-unit Comfort Inn Motel located adjacent to the Panama City Mall.
10) 160-unit Days Inn Motel with detached restaurant; commercial motel located near a business district.

RESTAURANTS:

1) TGI Friday's; Destin and Panama City Beach
2) Basmati's Restaurant; Santa Rosa Beach; Walton County
3) Los Antojitos; Highway 98
4) Shrimp Boat (and marina, vacant bay front site, and retail / warehouse building)
5) Applebee's; Walton County
6) Beach House and Giannini Lounge; Panama City Beach
7) Runaway Island Beach, a gulf front restaurant; Panama City Beach
8) Capt. Anderson's Restaurant: Seating capacity of 700 ±
9) Angelo's Steak Pit: Seating capacity of 480 ± people
10) Sylvia's Restaurant: Seating capacity of 222 ± people
11) Shadetree Restaurant: Seating capacity of 200 ± people
12) Sonny's Bar-B-Que: Seating capacity of 176 ± people
13) Bonanza Steak House: Seating capacity of 264 ± (very dense)
14) Numerous fast food restaurants including Burger King, Dominos, Dairy Queen, Arby's, Popeyes, Captain D's, Arthur Treachers, Wiener King, etc.

INDUSTRIAL:

1) Century Boat Plant; 151,785 sf building area, on a 10.94-acre site.
2) Eastern Shipyard-Nelson Street; 57,219 sf manufacturing and office space on a 10.909-acre waterfront site.
3) Eastern Shipyard-Allanton; 152,126 ± sf manufacturing and office space on a 142.54 ± acre waterfront site.
4) Northwood Properties, Inc. ownership; 170.80-acre industrial site; Santa Rosa County.
5) Daffin Food Service distribution facility; Jackson County.
6) Wellstream Plant; a 181,800-sf heavy industrial facility on a 30-acre waterfront site with 85' eave height, lift capacity of 580 tons.
7) National Fiberglass Plant: A light industrial building.
8) Continental Teledyne Plant: A heavy industrial building.

9) Aladdin Manufacturing Co. Plant: A light industrial building.
10) Pacifica Yachts Plant: Manufacturers of yachts.
11) Sikes Concrete Company: Concrete pipe manufacturing.
12) West Rock Port terminal: Panama City, Florida.
13) Miller Marine Yacht Services: Bay County, Florida.

SHOPPING CENTERS:

1) Mariner Plaza Shopping Center; Ft. Walton Beach, Florida
2) Mariner Plaza Shopping Center; Panama City, Florida
3) 23rd Street Plaza Shopping Center; Panama City, Florida
4) Nine Mile Plaza Shopping Center; Pensacola, Florida
5) Stanford Station Shopping Center; Panama City, Florida
6) The "Y" Shopping Center; Panama City Beach, Florida
7) Eleventh Street Center; Panama City, Florida
8) Springfield Plaza; Springfield, Florida
9) Gilbergs Plaza Shopping Center; Panama City, Florida
10) Hickory Street Shopping Center; Panama City, Florida
11) Rivergate Plaza Shopping Center; Marianna, Florida

APARTMENT COMPLEXES:

1) Meadowrun Apartments (200 units); Pensacola, Florida
2) Cedar Town Apartments (112 units) on 7.10 acres
3) Turtle Lake Apartments (200 units); Panama City, Florida
4) Cameron at Woodcrest (222 units); Tallahassee, Florida

AUTO DEALERSHIPS:

1) Cook-Whitehead Ford - Truck lot and body shop; Panama City, Florida
2) Bill Cramer Chevrolet, Cadillac, Buick, GMC; Panama City
3) Bay Lincoln Hyundai; Panama City
4) Bay Dodge, Chrysler Jeep; Panama City
5) John Lee Nissan / Panama City
6) Panama City Toyota; Panama City, Florida

VARIOUS OTHER APPRAISALS:

Single family residences and condominium units (over 3,000), apartment complexes, retail buildings, warehouses, subdivisions, office buildings, marinas, churches, health spas, cold storage facilities, a barrier island and numerous large tracts of gulf front land, as well as, a variety of special purpose properties.

PROFESSIONAL EXPERIENCE

After graduating from the University of Florida, I entered the real estate profession as a full-time appraiser with Merriam Realty under the supervision of Mr. Lauren E. Merriam.

In 1975, I left Merriam Realty to set up an appraisal department at Security Federal Savings and Loan Association of Panama City. During my employment with Security Federal, I either performed or reviewed all appraisals accepted by the Savings and Loan Association.

In 1977, I accepted a position with Freedom Federal Savings & Loan Association of Tampa, Florida, as City President of the Panama City Beach market area. During this tenure of employment, I kept in touch with the real estate market by underwriting mortgage loans and reviewing real estate appraisals.

In August of 1978, I established Adkinson-Chandler Real Estate Appraisers, Inc. In 1983, I acquired my partner's interest in the company and the name of the business was changed to Chandler and Associates of Panama City, Inc. I am presently employed as a full-time appraiser and President of Chandler and Associates of Panama City, Inc.

I have served as an instructor of real estate and member of the Real Estate Advisory Council of Gulf Coast Community College. Also, I have testified as an expert witness in Federal Court and in the Circuit Courts of Florida. I have also testified before the Cabinet of the State of Florida on state land acquisition and environmentally sensitive properties.

As of the date of this report, Randall C. Chandler, MAI had completed the requirements of the continuing education program of the Appraisal Institute.

PUBLICATIONS

Mr. Chandler is a full-time practicing appraiser, and he has never published any articles or books.

QUALIFICATIONS

DAVID W. HUMPHREY
11 WEST 23RD STREET - SUITE D
PANAMA CITY, FLORIDA 32405

EDUCATIONAL BACKGROUND:

Awarded a Bachelor of Science Degree in Business Administration with a major in Real Estate and Marketing by Florida State University in 1989.

Awarded an Associate of Arts Degree in Pre-Business Administration by Gulf Coast Community College in 1987.

Successfully completed Course 520 - "Highest & Best Use" Appraisal Institute, Atlanta, Georgia, 2001.

Successfully completed Course 530 - "Cost & Sales Comparison Approach" Appraisal Institute, Boca Raton, Florida 2002.

Successfully completed Course 510 - "Advanced Income Capitalization" Appraisal Institute, Tampa, Florida 2002.

Successfully completed Course 540 - "Report Writing & Valuation Analysis" Appraisal Institute, Boca Raton, Florida 2002.

Successfully completed Course 550 - "Advanced Applications" Appraisal Institute, Tampa, Florida 2005.

Successfully completed Course I400N "USPAP Update 2003 – Standards & Ethics for Professionals" of the Appraisal Institute, St. Petersburg, Florida, 2003.

Successfully completed Course II420N "Business Practices & Ethics" of the Appraisal Institute, St. Petersburg, Florida, 2003.

EDUCATIONAL COURSES COMPLETED:

National USPAP Update Course:	2024
Florida Appraisal Laws & Regulations:	2024
Best Practices for Completing Bifurcated & Hybrid Appraisals:	2024
Valuation of Residential Solar:	2024
That's a Violation:	2024
New Construction Essentials – Luxury Homes:	2024
Residential Construction & the Appraiser:	2024

PROFESSIONAL AFFILIATIONS:

Florida State Certified General Appraiser No. RZ0002369

SPECIALIZED APPRAISAL EXPERIENCE/NOTABLE PROPERTIES

RESORT PROPERTIES:

1) High Pointe Resort; a 108 unit gulf front luxury resort condominium
2) Tranquility on the Beach; a 20 unit gulf front luxury resort condominium
3) Peachtree Place II; a 20 unit residential condominium
4) The Pearl of Navarre Beach; a 102 unit gulf front luxury resort condominium
5) The Terrace at Pelican Beach; a 95 unit resort condominium
6) Leeward Key; a 72 unit luxury gulfside condominium
7) Long Beach Tower IV; a 95 unit luxury gulf front condominium
8) The Princess; a 74 unit luxury gulf front condominium
9) Sterling Shores; a 160 unit luxury gulf side resort condominium
10) En Soliel; an 88 unit luxury gulf front condominium
11) Sterling Beach Resort; an 84 unit luxury gulf front condominium
12) Sterling Reef Condominium; a 126 unit luxury gulf front condominium
13) Boardwalk Central; a 220 unit luxury gulf front condominium

MOTELS:

1) Pier 99 Motor Inn; 3 story gulf front motel containing 100 units.
2) Palmetto Motel; 2 story gulf front motel containing 85 units.
3) Park Inn International; 3 story harbor front motel containing 80 units.
4) The Reef Motel; 3 story gulf front motel containing 46 units.
5) Andy's Motel; 3 story gulf front motel containing 26 units.
6) El Governor; 5 story gulf front motel containing 124 units.
7) Howard Johnson's Express; 2 story motel containing 81 units.

RESTAURANTS/CLUBS:

1) Pineapple Willies Gulfside Restaurant/Lounge; Seating capacity of 490±.
2) The Crab Shanty Restaurant; Seating capacity of 242± people.
3) Dairy Queen Restaurant; Seating capacity of 95± people.
4) Club LaVela "America's Superclub" gulf front lounge; Capacity of 10,000+ persons.
5) Black Angus Restaurant & Saloon; Seating capacity of 548± persons.
6) A.J.'s Restaurant & Club Bimini Lounge; Seating capacity of 541± persons.
8) Runaway Island Gulf Front Restaurant & Lounge; Seating capacity of 350± persons.
9) Treasure Ship Restaurant; Seating Capacity of 800± persons

APARTMENT COMPLEXES:

1) Crystal Beach Apartments; (24 units); Panama City Beach, Florida
2) Lambert's Apartment's; (16 units); Panama City, Florida
3) La Villa Cove Apartments; (34 units); Panama City, Florida

MARINAS:

1) Watson Bayou Marina; (99 wet slips & clubhouse); Panama City, Florida
2) Snug Harbor Marina: (36 wet slips/Boat yard/Office/Warehouse); Panama City, Florida
3) La Villa Cove Marina; (27 wet slips); Panama City, Florida
4) Destin Dry Storage; (146 dry storage slips and 8 wet slips); Destin, Florida
5) Treasure Island Marina; (499 dry storage slips and 80 wet slips); Panama City Beach, FL

VARIOUS OTHER APPRAISALS:

Numerous single family residences and condominium units, automobile dealerships, retail buildings, warehouses, subdivisions, office buildings, and numerous large tracts of vacant commercial and residential properties.

PROFESSIONAL EXPERIENCE

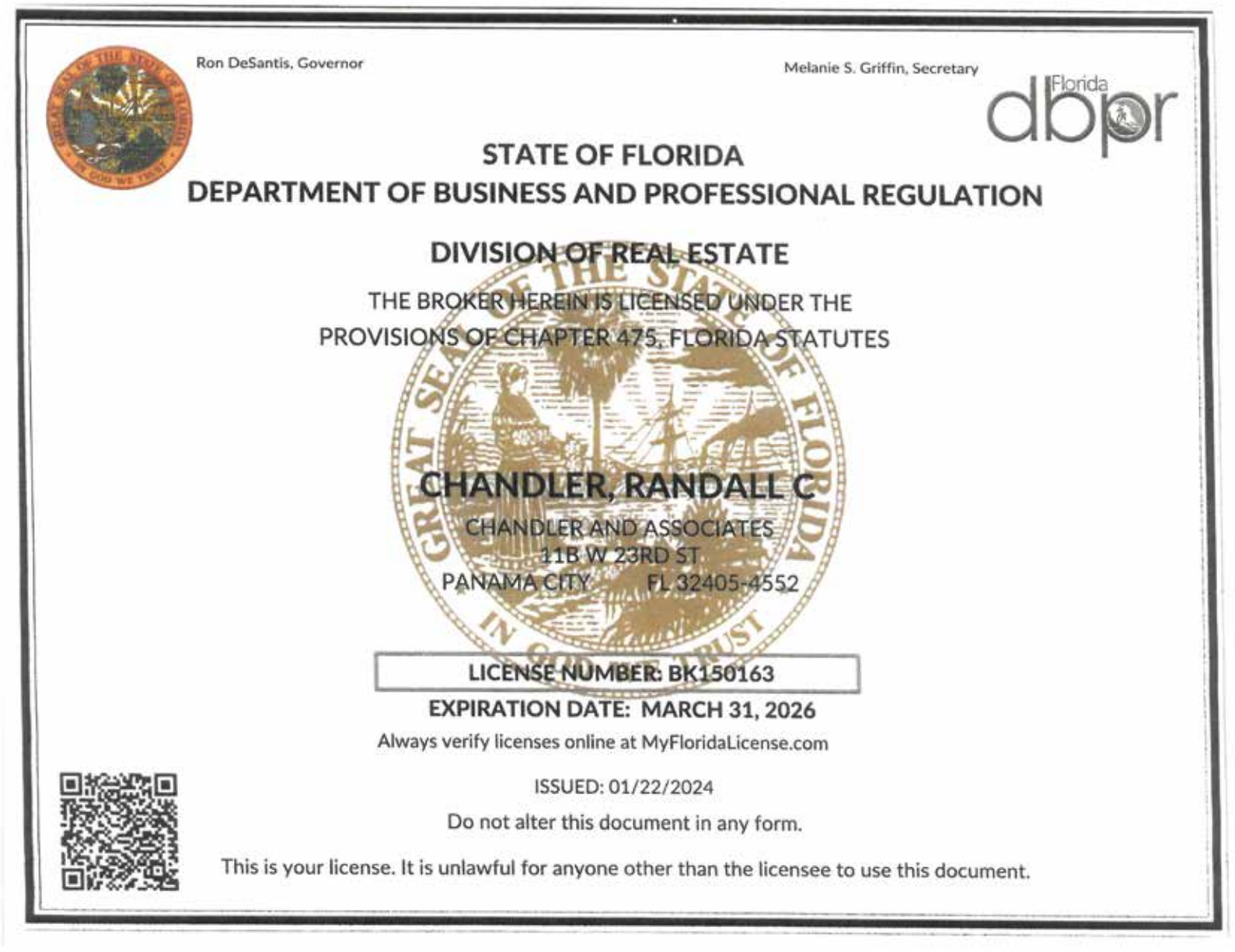
After graduating from Florida State University, I entered the real estate profession as a full time sales associate with Merrill Lynch Realty, now Prudential Florida Realty, Orlando, Florida.

In 1990, I left Prudential Florida Realty and moved to Panama City, Florida to work for Century 21 Commander Realty, Inc. While employed at Century 21 Commander Realty, I obtained my Florida Real Estate Broker's license and Real Estate Instructors license in 1991.

In 1991, I accepted a position with Commander School of Real Estate as a real estate instructor teaching FREC Course I, the salesman's pre-licensing course. I am currently serving as an instructor for this school on a part time basis.

In April of 1993, I became a state registered real estate appraiser and accepted a position with Chandler and Associates, Inc. In March of 1998, I obtained my state certified general appraiser's license and am presently employed as a senior staff appraiser with Chandler and Associates, Inc.

Copy of Appraisers' Certifications



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF REAL ESTATE

THE BROKER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

CHANDLER, RANDALL C

CHANDLER AND ASSOCIATES
11B W 23RD ST
PANAMA CITY FL 32405-4552

LICENSE NUMBER: BK150163

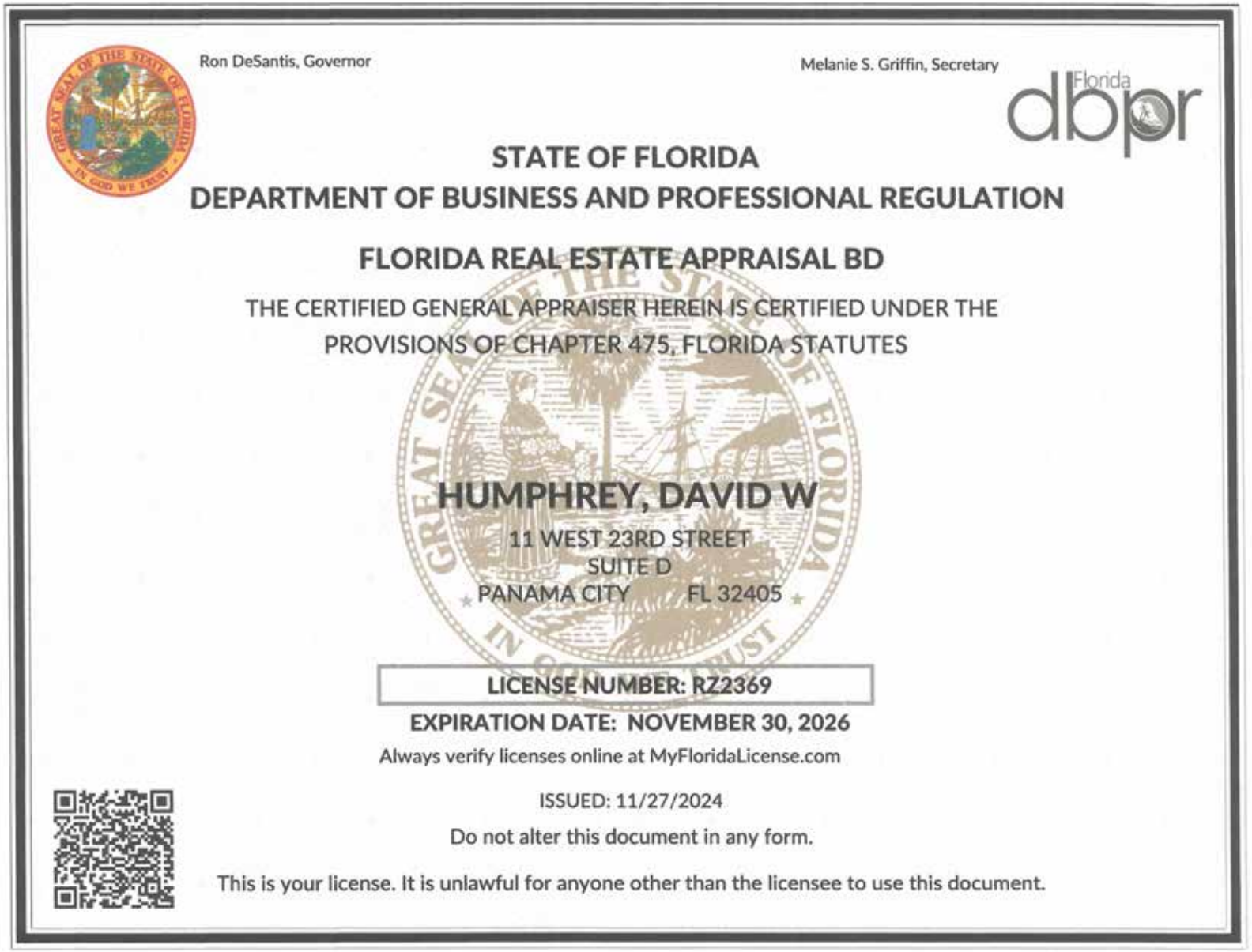
EXPIRATION DATE: MARCH 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 01/22/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

HUMPHREY, DAVID W

11 WEST 23RD STREET
SUITE D
PANAMA CITY FL 32405

LICENSE NUMBER: RZ2369

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/27/2024

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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Marsha Rivett, Public Works	March 13, 2025

3. REQUESTED MOTION/ACTION:

Approval of LED lighting agreement with Florida Power & Light Company for the upgrade of existing streetlight fixtures at the entrances to the Breakfast Point Subdivision located off Panama City Beach Parkway (SR30A) at the intersections of N. Richard Jackson Boulevard and N. Glades Trail. The upgrades involve converting the current High Pressure Sodium (HPS) fixtures to energy-efficient Light Emitting Diode (LED) fixtures.

4. AGENDA:

CONSENT AGENDA

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes

Detailed Budget Amendment Attached: N/A
Is Business Impact Statement Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Public Safety
Transportation
Attractive Community

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Staff is seeking approval of a lighting agreement with Florida Power & Light Company (FPL) to upgrade the existing streetlight fixtures at the entrances to the Breakfast Point Subdivision. This agreement proposes the replacement of the current High-Pressure Sodium (HPS) streetlight fixtures to more energy-efficient Light Emitting Diode (LED) fixtures. The HPS fixtures are obsolete, and parts for repairs are no longer available for purchase as this system of lighting fixtures and lighting materials has been discontinued. The upgrades will enhance the lighting quality and energy efficiency along the entrances to the Breakfast Point Subdivision, located off Panama City Beach Parkway (SR30A) at the intersections of North Richard Jackson Boulevard and North Glades Trail.

Specifically, the following LED fixtures will be installed:

- **North Richard Jackson Boulevard:** 9 Autobahn 264w LED fixtures (33,910 lumens, 4000K) on 12-foot grey arms.
- **North Glades Trail:** 12 Autobahn 264w LED fixtures (33,910 lumens, 3000K) on grey single spokes.

The conversion will lead to a reduction in energy consumption and maintenance costs further advancing the City's commitment to sustainability and operational efficiency. The monthly cost for the upgraded lighting covered under this Agreement, 21 fixtures, is approximately $510.00 plus applicable taxes and fuel charges.

Staff recommends approval.

Res 25-78.FPL Agreement LED Conversion.Breakfast Point.pdf
Exh A.Lighting Agreement-City of PCB Breakfast Pt Entrances.pdf
Sketch-Breakfast Pt Entrances.pdf

RESOLUTION NO. 25-78

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A LED LIGHTING AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY FOR THE CONVERSION OF STREETLIGHTS AT THE ENTRANCES OF THE BREAKFAST POINT SUBDIVISION FROM HIGH PRESSURE SODIUM (HPS) TO LIGHT EMITTING DIODE (LED) FIXTURES.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain LED Lighting Agreement between the City and Florida Power & Light Company to facilitate the conversion of streetlights at the entrances of the Breakfast Point subdivision, located off Panama City Beach Parkway (SR30A) at the intersections of North Richard Jackson Boulevard and North Glades Trail from High Pressure Sodium (HPS) to Light Emitting Diode (LED) fixtures, in the form **attached** as Exhibit A 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 ___ day of March 2025.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

FPL Account Number: **21060-69129**

FPL Work Request Number: **13869892**

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, City of Panama City Beach (hereinafter called the Customer), requests on this 5th day of **March**, **2025** , from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Breakfast Poiint Entrances - N Richard Jackson Blvd & N Glades Trail , located in Panama City Beach , Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
Autobahn LED fixtures - Grey	264	33,910	3000K	12	
Autobahn LED fixtures - Grey	264	33,910	4000K	9	
CIS Fixture - Bracket Mount (BRK25CISPU)	250	25,000	HPS		9
CIS Fixture - Tenon Mount (HPSV250BM)	250	25,000	HPS		12

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

Pole Description	# Installed	# Removed
N/A		

(b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.

(c) Modification to existing facilities other than described above or additional notes (explain fully): Estimated Cost: $ 510 per month plus taxes and fuel.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of $ N/A . These charges may be adjusted subject to review and approval by the FPSC.

3. To pay Contribution in Aid of Construction (CIAC) in the amount of $ N/A prior to FPL's initiating the requested installation or modification.

4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.

5. To purchase from FPL all the electric energy used for the operation of the Lighting System.

6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.

7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.

8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.

9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.

10. For FPL-owned fixtures on customer-owned systems:
    a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
    b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
    c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:

    a. the addition of lighting facilities:
    b. the removal of lighting facilities; and
    c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

    Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
    Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.

13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination orbreach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of thefacilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation ratesapproved by the FPSC) plus removal cost.

16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supplyelectric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer ofthe obligation to perform any of the terms and conditions of this Agreement.

17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreementby reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.

18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer andFPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.

19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.

20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.

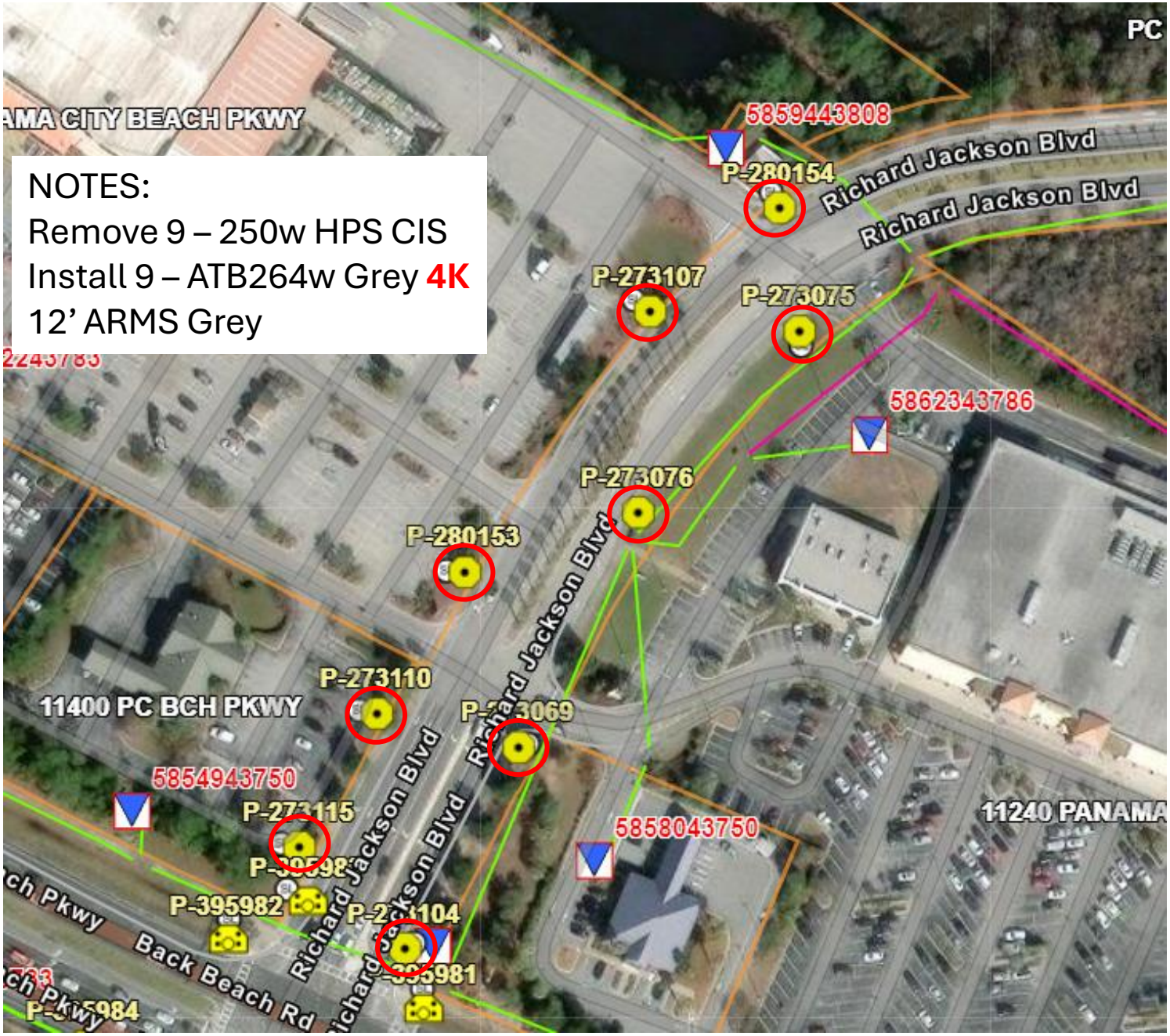
21. The lighting facilities shall remain the property of FPL in perpetuity.

22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service andthe Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

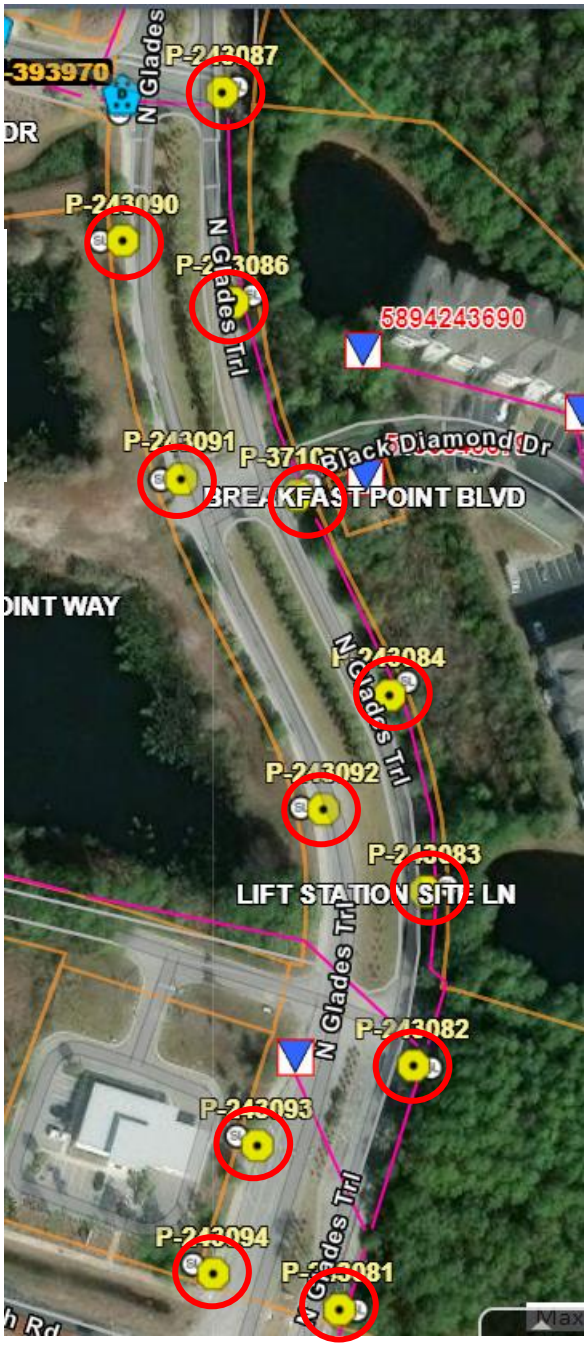
IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

City of Panama City Beach	**FLORIDA POWER & LIGHT COMPANY**
Customer (Print or type name of Organization)	
By: _____	**By:** Teresa Holloway
Signature (Authorized Representative)	**(Signature)**
_____	**Teresa Holloway**
(Print or type name)	**(Print or type name)**
Title: _____	**Title: Lighting Representative**


NOTES:
Remove 9 – 250w HPS CIS
Install 9 – ATB264w Grey 4K
12' ARMS Grey
AMA CITY BEACH PKWY
5859443808
P-280154
Richard Jackson Blvd
Richard Jackson Blvd
P-273107
P-273075
5862343786
P-273076
P-280153
Richard Jackson Blvd
P-273110
11400 PC BCH PKWY
5854943750
Richard Jackson Blvd
Richard Jackson Blvd
5858043750
11240 PANAMA
P-395982
Back Beach Rd
Richard Jackson Blvd

NOTES:
Remove 12 - 250w HPS BM
Install 12 – ATB264w Grey **3K**
on Grey Single Spokes



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Wayne Maddox, Police	March 13, 2025

3. REQUESTED MOTION/ACTION:

Approve the purchase of twelve Ford F-150 trucks, three Dodge Durango SUVs, and one Ford Transit Van for the Police Department from Alan Jay Fleet Sales.

4. AGENDA:

CONSENT AGENDA

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes

Detailed Budget Amendment Attached: No
Is Business Impact Statement Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Public Safety
Financial Health
Attractive Community

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The Police Department requests approval to purchase twelve Ford F-150 trucks (11 Patrol/1 K-9), three Dodge Durango SUVs (Administration), and one Ford Transit Van (Crime Scene) from Alan Jay Automotive Management, Inc. d/b/a Alan Jay Fleet Sales in the total amount of $828,812.00. This purchase is a piggyback on the City of Tallahassee Contract Number 5179 and is necessary to replace vehicles in the fleet that have reached the end of their useful life cycle. The updated equipment will better serve the community and the visitors of Panama City Beach.

The City has made numerous purchases by piggybacking on the City of Tallahassee Contract No. 5179. Therefore, in lieu of reproducing the contract in full, a complete copy is on file in the offices of the City Clerk and Purchasing Manager and is available upon request.

Res 25-79.Alan Jay Fleet Sales.PD Purchase Vehilces.pdf
Exh A.Alan Jay.PD Vehicle Puchases.pdf

RESOLUTION NO. 25-79

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF TWELVE FORD F-150 TRUCKS, THREE DODGE DURANGO SUVS, AND ONE FORD TRANSIT VAN FOR THE POLICE DEPARTMENT FROM ALAN JAY AUTOMOTIVE MANAGEMENT, INC. d/b/a ALAN JAY FLEET SALES IN THE TOTAL AMOUNT OF $828,812.00 AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CITY OF TALLAHASSEE CONTRACT GOVERNING THAT PURCHASE.

BE IT RESOLVED by the City Council of the City of Panama City Beach that:

1. The appropriate officers of the City are authorized to purchase on behalf of the City twelve Ford F-150 trucks, three Dodge Durango SUVs, and one Ford Transit Van for the Police Department from Alan Jay Automotive Management, Inc. d/b/a Alan Jay Fleet Sales in the total amount of Eight Hundred Twenty-Eight Thousand Eight Hundred Twelve Dollars and No Cents ($828,812.00) pursuant to the proposals **attached** as Exhibit A and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager.

2. By accepting the proposals referenced above, the City agrees to be bound by the same terms and conditions as were obtained by the City of Tallahassee through an advertised, competitive bidding process, Contract No. 5179, as subsequently amended.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of March 2025.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

ALAN JAY FLEET SALES

City of Tallahassee

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234		WWW.ALANJAY.COM	59437-5
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-381-3411 FAX 863-402-4221		Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
11/11/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
2/27/2025

REQUESTING AGENCY **PANAMA CITY BEACH**

CONTACT PERSON **JOHN DEEGINS** EMAIL Jdeegins@beachpolice.org

PHONE **850-249-8047** MOBILE **850-258-4881** FAX

CONTRACT NUMBER 5179 - 2025 CITY OF TALLAHASSEE

MODEL W1P 150A

MSRP $53,885.00

2025 FORD F-150 POLICE RESPONDER SUPER CREW CAB PICKUP 4WD
145" WB XL 5.5' BED

CUSTOMER ID Marked Patrol

GOVERNMENT PRICE $48,013.00

BED LENGTH 5.5' Bed

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
YZ	Oxford White	$0.00
PB	Black, HD Police-Grade Cloth 40/Blank/40 Front-Seats	$0.00
998	Engine: 3.5L V6 EcoBoost	$0.00
44G	Transmission: Electronic 10-Speed Automatic	$0.00
150A	OPTIONS Equipment Group 150A	$0.00
153	Front License Plate Bracket	$0.00
17R	Rear-Door Controls Inoperable	$175.00
18B	Black Platform Running Boards	$250.00
41A	Badge Delete	$0.00
64H	Wheels: 18" Aluminum	$480.00
67P	Remote Keyless-Entry Key Fob w/o Key Pad	$345.00
924	Rear Window Fixed Privacy Glass w/Defroster	$95.00
BT	Bluetooth (STD)	$0.00
BUC	Back Up Camera	$0.00
	FACTORY OPTIONS	**$1,345.00**

AFTERMARKET OPTIONS	DESCRIPTION	
WSTP	Windshield strip	$60.00
DTF 4 TRK	Deep tint film installed on four doors and back glass for extended/crew cab pickups.	$245.00
HD SOB SH	HD Scorpion spray on bed liner (short bed) under rail.	$760.00
DECKED	DECKED® 2-Drawer Pickup Truck Bed Storage System 64.54 Two Drawer Storage System for A Full Size Pick Up Truck; DECKED Truck Bed Storage System; 64.54 in.; Made Of High Density Polyethylene; Stainless Steel Hardware; Features Cast Aluminum Handles / Galvanized Steel Subframe.	$1,880.00
PCB GFX	(Ford F-150 Responder) Panama City Beach PD Marked Patrol Graphics furnished and installed by PressPrint Graphics of Panama City Beach.	$687.50
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	$0.00
	AFTERMARKET OPTIONS	**$3,632.50**

CONTRACT NUMBER 5179 - 2025 CITY OF TALLAHASSEE

TRADE IN

TOTAL COST **$52,990.50**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S) **QTY** **12** **$635,886.00**

Estimated Annual payments for 60 months paid in advance: $12,183.61 **Extended: $146,203.33**

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **CHRIS WILSON** **FLEET SALES MANAGER** chris.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

ALAN JAY FLEET SALES

City of Tallahassee

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote 59439-1

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234		WWW.ALANJAY.COM	
Corporate Office	2003 U.S. 27 South	MOBILE 863-381-3411		Mailing Address	P.O. BOX 9200
	Sebring, FL 33870	FAX 863-402-4221			Sebring, FL 33871-9200

ORIGINAL QUOTE DATE 11/11/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE 2/21/2025

REQUESTING AGENCY **PANAMA CITY BEACH**

CONTACT PERSON **JOHN DEEGINS** EMAIL Jdeegins@beachpolice.org

PHONE **850-249-8047** MOBILE **850-258-4881** FAX

CONTRACT NUMBER 5179 - 2025 CITY OF TALLAHASSEE

MODEL WDEE75 2BZ — **MSRP** $46,495.00

2025 DODGE DURANGO AWD POLICE PURSUIT

CUSTOMER ID Unmarked — **GOVERNMENT PRICE** $42,302.00

BED LENGTH

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
PXJ	DB Black Clearcoat	$0.00
C5X9	Black, Cloth Bucket Seats w/Shift Insert	$0.00
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	$0.00
DFT	Transmission: 8-Speed Automatic (850RE)	$0.00
2BZ	OPTIONS Quick Order Package 2BZ	$0.00
CKD	Floor Carpet	$155.00
CUF	Full Length Floor Console	$365.00
DLK	3.45 Rear Axle Ratio	$0.00
WP1	Wheels: 18" x 8.0" Painted Aluminum	$425.00
Z6K	GVWR: 6,500 lbs	$0.00
PW PL RKE BT	Power Windows, Power Door Locks, Remote Keyless Entery, & Bluetooth features are standard equipment for this vehicle. (See Attached Vehicle Build sheet for complete details)	$0.00
BUC	Back Up Camera	$0.00
	FACTORY OPTIONS	**$945.00**

AFTERMARKET OPTIONS	DESCRIPTION	
WSTP	Windshield strip	$60.00
DTF SUV	Deep tint film on SUV with full side and rear glass coverage.	$410.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	$0.00
	AFTERMARKET OPTIONS	**$470.00**

TRADE IN

TOTAL COST $43,717.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S) **QTY** 1 $43,717.00

Estimated Annual payments for 60 months paid in advance: $10,051.44

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **CHRIS WILSON** **FLEET SALES MANAGER** chris.wilson@alanjay.com

"I Want to be Your Fleet Provider"

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ALAN JAY FLEET SALES

City of Tallahassee

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Quote 59444-1

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234		WWW.ALANJAY.COM	
Corporate Office	2003 U.S. 27 South	MOBILE 863-381-3411		Mailing Address	P.O. BOX 9200
	Sebring, FL 33870	FAX 863-402-4221			Sebring, FL 33871-9200

ORIGINAL QUOTE DATE 11/11/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE 2/21/2025

REQUESTING AGENCY **PANAMA CITY BEACH**

CONTACT PERSON **JOHN DEEGINS** EMAIL Jdeegins@beachpolice.org

PHONE **850-249-8047** MOBILE **850-258-4881** FAX

CONTRACT NUMBER 5179 - 2025 CITY OF TALLAHASSEE

MODEL WDEE75 2BZ — **MSRP** $45,535.00

2025 DODGE DURANGO AWD POLICE PURSUIT

CUSTOMER ID Unmarked — **GOVERNMENT PRICE** $42,302.00

BED LENGTH

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
PW7	Bright White Clearcoat	$0.00
C5X9	Black, Cloth Bucket Seats w/Shift Insert	$0.00
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	$0.00
DFT	Transmission: 8-Speed Automatic (850RE)	$0.00
2BZ	OPTIONS Quick Order Package 2BZ	$0.00
CKD	Floor Carpet	$155.00
CUF	Full Length Floor Console	$365.00
DLK	3.45 Rear Axle Ratio	$0.00
WP1	Wheels: 18" x 8.0" Painted Aluminum	$425.00
Z6K	GVWR: 6,500 lbs	$0.00
PW PL RKE BT	Power Windows, Power Door Locks, Remote Keyless Entery, & Bluetooth features are standard equipment for this vehicle. (See Attached Vehicle Build sheet for complete details)	$0.00
BUC	Back Up Camera	$0.00
	FACTORY OPTIONS	**$945.00**

AFTERMARKET OPTIONS	DESCRIPTION	
WSTP	Windshield strip	$60.00
DTF SUV	Deep tint film on SUV with full side and rear glass coverage.	$410.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	$0.00
	AFTERMARKET OPTIONS	**$470.00**

TRADE IN

TOTAL COST $43,717.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S) **QTY** 1 $43,717.00

Estimated Annual payments for 60 months paid in advance: $10,051.44

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **CHRIS WILSON** **FLEET SALES MANAGER** chris.wilson@alanjay.com

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ALAN JAY FLEET SALES

City of Tallahassee

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Quote 59436-3

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234		WWW.ALANJAY.COM	
Corporate Office	2003 U.S. 27 South	MOBILE 863-381-3411		Mailing Address	P.O. BOX 9200
	Sebring, FL 33870	FAX 863-402-4221			Sebring, FL 33871-9200

ORIGINAL QUOTE DATE 11/11/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE 2/21/2025

REQUESTING AGENCY **PANAMA CITY BEACH**

CONTACT PERSON **JOHN DEEGINS** EMAIL Jdeegins@beachpolice.org

PHONE **850-249-8047** MOBILE **850-258-4881** FAX

CONTRACT NUMBER 5179 - 2025 CITY OF TALLAHASSEE

MODEL WDEE75 2BZ — **MSRP** $45,535.00

2025 DODGE DURANGO AWD POLICE PURSUIT

CUSTOMER ID Unmarked — **GOVERNMENT PRICE** $42,302.00

BED LENGTH

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
PAS	Vapor Gray	$390.00
C5X9	Black, Cloth Bucket Seats w/Shift Insert	$0.00
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	$0.00
DFT	Transmission: 8-Speed Automatic (850RE)	$0.00
2BZ	OPTIONS Quick Order Package 2BZ	$0.00
CKD	Floor Carpet	$155.00
CUF	Full Length Floor Console	$365.00
DLK	3.45 Rear Axle Ratio	$0.00
WP1	Wheels: 18" x 8.0" Painted Aluminum	$425.00
Z6K	GVWR: 6,500 lbs	$0.00
PW PL RKE BT	Power Windows, Power Door Locks, Remote Keyless Entery, & Bluetooth features are standard equipment for this vehicle. (See Attached Vehicle Build sheet for complete details)	$0.00
BUC	Back Up Camera	$0.00
	FACTORY OPTIONS	**$1,335.00**

AFTERMARKET OPTIONS	DESCRIPTION	
WSTP	Windshield strip	$60.00
DTF SUV	Deep tint film on SUV with full side and rear glass coverage.	$410.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	$0.00
	AFTERMARKET OPTIONS	**$470.00**

TRADE IN

TOTAL COST $44,107.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S) **QTY** 1 $44,107.00

Estimated Annual payments for 60 months paid in advance: $10,141.11

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **CHRIS WILSON** **FLEET SALES MANAGER** chris.wilson@alanjay.com

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City of Tallahassee

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PHONE (800) ALANJAY (252-6529)	DIRECT 863-402-4234	WWW.ALANJAY.COM	Quote 59445-4
Corporate Office: 2003 U.S. 27 South, Sebring, FL 33870	MOBILE 863-381-3411 FAX 863-402-4221	Mailing Address: P.O. BOX 9200, Sebring, FL 33871-9200	

ORIGINAL QUOTE DATE
11/11/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
2/27/2025

REQUESTING AGENCY **PANAMA CITY BEACH**
CONTACT PERSON **JOHN DEEGINS** EMAIL Jdeegins@beachpolice.org
PHONE **850-249-8047** MOBILE **850-258-4881** FAX

CONTRACT NUMBER 5179 - 2025 CITY OF TALLAHASSEE

MODEL R2C 101A — **MSRP** $63,030.00

2025D FORD TRANSIT T-250 CARGO VAN MEDIUM ROOF AWD 148" WB 9070 GVWR

CUSTOMER ID CSI VAN -AWD- — **GOVERNMENT PRICE** $53,927.00

BED LENGTH

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
YZ	Oxford White	$0.00
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats	$0.00
998	Engine: 3.5L PFDi V6 Flex-Fuel	$0.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	$0.00
101A	OPTIONS Order Code 101A	$0.00
153	Front License Plate Bracket	$0.00
21G	Dark Palazzo Gray Vinyl Bucket Seats	$0.00
41J	Intelligent Access w/Push-Button Start	$365.00
43R	Reverse Sensing System	$0.00
52C	Keyless Entry Keypad	$90.00
53B	Heavy-Duty Trailer Tow Package	$480.00
53K	Modified Vehicle Wiring System	$0.00
545	Short-Arm Manual-Folding Heated Pwr Adjusting Mirrors	$155.00
55D	Front Fog Lamps	$0.00
57G	Driver Controlled Front/Rear Aux A/C & Heater	$855.00
58B	Radio: AM/FM Stereo w/SYNC 4	$925.00
61D	360-Degree Camera w/Split View	$995.00
63E	Dual AGM Batteries (70 Amp-hr Each)	$0.00
641	Wheels: 16" Silver Steel w/Silver Hubcaps	$0.00
655	Midship Extended Range Fuel Tank (31 Gallons)	$280.00
66C	D-Pillar Assist Handles	$25.00
66D	Front Overhead Shelf	$70.00
67C	Upfitter Package	$605.00
67E	Large Center Console	$0.00
68B	Remote Start	$490.00
68H	Passenger Running Boards	$305.00
86F	2 Additional Keys (4 Total)	$70.00
87E	Auxiliary Fuse Panel	$0.00
91C	Black High-Intensity Discharge (HID) Headlamps	$450.00
X7L	3.73 Limited-Slip Axle Ratio	$0.00
	FACTORY OPTIONS	**$6,160.00**

CONTRACT NUMBER 5179 - 2025 CITY OF TALLAHASSEE

AFTERMARKET OPTIONS	DESCRIPTION	
EWD	EXTENDED WARRANTY DECLINED	$0.00
3BLS	3rd brake light safety sulse (Pulses 3rd brake light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)	$220.00
PCB PD VAN	PANAMA CITY BEACH PD CSI VAN GRAPHICS FURNISHED AND INSTALLED BY PRESS PRINT PCB.	$1,078.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	$0.00
	AFTERMARKET OPTIONS	**$1,298.00**

TRADE IN

TOTAL COST **$61,385.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S) **QTY** **1** **$61,385.00**

Estimated Annual payments for 60 months paid in advance: $14,113.68
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **CHRIS WILSON** **FLEET SALES MANAGER** chris.wilson@alanjay.com

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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Lynne Fasone, City Council	***2. MEETING DATE:*** March 13, 2025

3. REQUESTED MOTION/ACTION:

Declare as surplus the items on the attached list.

4. AGENDA: CONSENT AGENDA	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A Is Business Impact Statement Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY: Financial Health N/A N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

These items are to be removed from the Master Audit List. Staff recommends approval. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List and authorizes disposal in any lawful manner.

Master Audit List Removal.03.13.2025 Council Meeting.pdf

CITY OF PANAMA CITY BEACH
MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS
MARCH 13, 2025 CITY COUNCIL MEETING

ASSET TAG	YEAR	MAKE	MODEL	TYPE	VIN/SN	DEPT	ADDITIONAL NOTES
02529	2018	FORD	INTERCEPTOT	AUTOMOBILE	1FM5K8ARXJA71724	PD	
02541	2018			EMERGENCY LIGHTING		PD	ASSET 02529
00971	2017	FORD	EXPLORER	SUV	1FM5K8AR1HGB92765	PD	
00916	2017			EMERGENCY LIGHTING		PD	ASSET 00971
00892	2016	FORD	EXPLORER	SUV	1FM5K8AR8GGC08460	PD	
00896	2016			EMERGENCY LIGHTING		PD	ASSET 00892
00812	2016	FORD	EXPLORER	SUV	1FM5K8AR5GGC08464	PD	
00880	2016			EMERGENCY LIGHTING		PD	ASSET 00812
00811	2016	FORD	EXPLORER	SUV	1FM5K8ARXGGC08461	PD	
00879	2016			EMERGENCY LIGHTING		PD	ASSET 00811
00813	2016	FORD	EXPLORER	SUV	1FM5K8AR3GGC08463	PD	
00831	2016			EMERGENCY LIGHTING		PD	ASSET 00813
00823	2016	FORD	EXPLORER	SUV	1FM5K8AR7GGC08465	PD	
03203	2016	RAM	1500	TRUCK	1C6RR7KM7FS681879	PD	
00788	2014	DODGE	CHARGER	AUTOMOBILE	2C3CDXAT6EH367771	PD	
00791	2014	DODGE	CHARGER	AUTOMOBILE	2C3CDXAT3EH367775	PD	
00785	2014	DODGE	CHARGER	AUTOMOBILE	2C3CDXATXEH367773	PD	
00787	2014	DODGE	CHARGER	AUTOMOBILE	2C3CDXAT8EH367772	PD	
00684	2014	DODGE	CHARGER	AUTOMOBILE	2C3CDXST1EH158745	PD	
00884	2013	GMC	SIERRA	TRUCK	1GTR2TEA1DZ216476	PD	
00881	2013	GMC	SIERRA	TRUCK	1GTR2TEA6DZ215663	PD	
00726	2012	NISSAN	TITAN	TRUCK	1N6AA0EK5CN308801	PD	
00636	2012	DODGE	CHARGER	AUTOMOBILE	2C3CDXAT1CH240259	PD	
00634	2012	DODGE	CHARGER	AUTOMOBILE	2C3CDXATXCH240258	PD	
00640	2012	DODGE	CHARGER	AUTOMOBILE	2C3CDXATXCH240261	PD	
00777	2015	FORD	F250	TRUCK	1FTBF2A68FED69447	UT	
00852	2017	FORD	F450	TRUCK	1FDUF4HY4HEB79476	UT	
00793	2015	FORD	TRANSIT CONNECT	VAN	NMOLS7E79F1226723	UT	

These items are to be removed from the Master Audit List. Staff recommends approval. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List and authorizes disposal in any lawful manner.

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Ray Morgan, Fire	March 13, 2025

3. REQUESTED MOTION/ACTION:

Approve the renewal of the Mutual Aid Agreement with the City of Panama City related to mutual aid assistance for emergency fire services.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: N/A

Detailed Budget Amendment Attached: N/A
Is Business Impact Statement Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Public Safety
Quality of Life
Financial Health

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The City entered into a Mutual Aid Agreement for Fire Protection with the City of Panama City on March 23, 2021, via Resolution 21-111. That Agreement remains in effect until modified or cancelled by either party with a minimum of 30 days written notice. In order to maintain its accreditation, the City of Panama City requires that we proactively renew that Agreement. No changes or modifications to the Agreement are being requested by either City.

The ability to seamlessly render mutual aid increases public safety in numerous ways by having pre-arranged response redundancies should a major emergency require more assets than any one City can provide. Having the capability to request resources with minimal delay increases the effectiveness and efficiency of each City's capacity when operating at emergency scenes.

Staff recommends approval.

Res 25-80.Mutual Aid Agreement Panama City.pdf
Fire Services Mutual Aid Agreement.City of Panama City.pdf

RESOLUTION NO. 25-80

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RENEWING AN AGREEMENT WITH THE CITY OF PANAMA CITY RELATED TO MUTUAL AID ASSISTANCE FOR EMERGENCY FIRE SERVICES.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Mutual Aid Agreement for Fire Protection between the City of Panama City Beach and the City of Panama City, relating to the provision of mutual aid assistance for emergency fire services, in substantially the form **attached** as Exhibit A 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 ___ day of March 2025.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

MUTUAL AID AGREEMENT
FOR
FIRE PROTECTION

This agreement entered into by and between the City of Panama City, Florida, and the City of Panama City Beach, Florida, on this the _____ day of _____, 2025, shall remain in effect until modified or canceled by either party with a minimum of 30 days written notice.

WITNESSETH:

WHEREAS, the City of Panama City is a municipality of the State of Florida established and empowered to operate, maintain, and protect the properties of the City of Panama City and all activities within its boundaries and to promote the safety of said City and the public therein, and

WHEREAS, the City of Panama City Beach is a municipality of the State of Florida established and empowered to operate, maintain, and protect the properties of the City of Panama City Beach and all activities within its boundaries and to promote the safety of said City and the public therein, and

WHEREAS, each of the parties hereto maintains equipment and personnel for the suppression of fires and other emergencies within its own jurisdiction and area, and

WHEREAS, the parties hereto desire to augment the emergency services available to their various fire districts and municipality in the event of large fires, conflagrations or other emergencies, and

WHEREAS, the lands or districts of the parties hereto are adjacent or contiguous so that mutual assistance in emergencies is deemed feasible, and

WHEREAS, it is the policy of the fire departments and their governing bodies to enter such agreements wherever practicable, and

WHEREAS it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another in accordance with these terms.

THEREFORE BE IT AGREED THAT:

1. Whenever it is deemed advisable by the Incident Commander present at any fire or other emergency, to request mutual aid assistance under the terms of this agreement, the Incident Commander is authorized to do so, and the senior officer on duty of the fire department receiving the mutual aid request shall take the following action.

    a. Determine the exact needs of the Incident Commander at the scene of the emergency.

    b. Immediately determine if apparatus and personnel are available to respond to the incident.

    c. Determine what apparatus and personnel are to be dispatched.

    d. The senior officer at the receiving fire department shall have the appropriate apparatus and personnel dispatched to the incident scene.

    e. The responding personnel shall report to the Incident Command Post upon arrival to the incident scene. They shall follow the instructions of the Incident Commander.

f. The senior officer at the receiving fire department shall notify the Chief Officer on Call of the request and dispatch of apparatus and personnel as soon as reasonably possible.

2. Rendering mutual aid assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for mutual aid assistance shall immediately inform the requesting party, if, for any response, mutual aid assistance cannot be rendered. Each municipality retains the right to recall any assistance provided outside of their city limits should circumstances within their jurisdiction dictate its immediate need.

3. Each party to this agreement waives all claims against the other party or parties for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this agreement.

4. All services performed under this agreement shall be rendered without reimbursement by either party or parties.

5. The Incident Commander of the requesting fire department shall assume full command of operations. However, if the Incident Command requests to transfer command to the senior officer of the assisting fire department, the Incident Commander of the requesting fire department shall not, by relinquishing command, be relieved of the responsibility of the operation. The apparatus, personnel, and equipment of the assisting fire department shall be under the immediate supervision and responsibility of the senior officer of the fire department rendering assistance.

6. The Operational Chiefs of the fire department of the parties to this agreement are authorized to meet and draft detailed plans and procedures of operations necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by signatory parties.

7. This agreement shall become effective upon execution and shall remain in full force and effect until canceled by mutual agreement of the parties hereto or written notice by one party to the other, giving thirty (30) day notice of said cancellation.

IN WITNESS WHEREOF, the parties hereto cause the duly authorized SIGNATURE to be affixed this _____ day of _____, 2025.

_____
Mayor, City of Panama City

_____
Mayor, City of Panama City Beach

_____
City Clerk, City of Panama City

_____
City Manager, City of Panama City Beach

_____
City Clerk, City of Panama City Beach