

ORDINANCE NO. 747

AN ORDINANCE OF THE CITY OF MEXICO BEACH, FLORIDA  
AUTHORIZING THE SALE OF THE CIVIC CENTER PROPERTY  
AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City of Mexico Beach (the "City") owns the real property known as Lot 1, Block G according to the plat titled Mexico Beach Civic Center and a Replat of Block "G" Mexico Beach Unit No. 4; and

WHEREAS, this property is a portion of Parcel ID Number 04521-000-000; and

WHEREAS, this parcel used to be the location of the Mexico Beach Civic Center before the Civic Center was destroyed by Hurricane Michael; and

WHEREAS, the City does not have a need for this parcel and would like to sell it to raise funds for City projects; and

WHEREAS, the City Charter requires the City Council ("Council") to adopt an ordinance to convey or authorize the conveyance of any lands of the City; and

WHEREAS, the City Council wishes to authorize the sale of the Civic Center parcel and set forth the process for any resulting sale.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF MEXICO BEACH, FLORIDA:**

**Section 1: Sale Authorized**

The Council authorizes the City to sell Lot 1, Block G according to the plat titled Mexico Beach Civic Center and a Replat of Block "G" Mexico Beach Unit No. 4, also known as the Civic Center property, as set forth herein.

**Section 2: Terms of Sale and Authorization to Complete Sale**

The terms of the sale shall be materially similar to the those provided by the offer to purchase attached and incorporated as Exhibit "A." The City Administrator may proceed with all customary steps to sell the property without further action of the Council and the Mayor shall execute the deed and other customary closing documents. If the parties are unable to close on the sale of the property pursuant to Exhibit "A," the City remains authorized to sell the property pursuant to terms acceptable to the City Council.

**Section 3. Repealer**


All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

**Section 4. Effective Date**

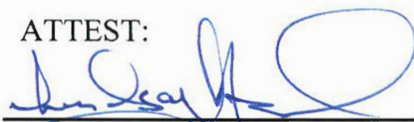
This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Mexico Beach, Florida, this 11<sup>th</sup> day of October, 2020.

CITY COUNCIL  
CITY OF MEXICO BEACH, FLORIDA

  
\_\_\_\_\_  
William A. Cathey, Mayor

ATTEST:

  
\_\_\_\_\_  
Lindsay Hovind, City Clerk

**EXHIBIT "A"**  
**OFFER TO PURCHASE**



Vacant Land Contract

1. Sale and Purchase: Town of Mexico Beach ("Seller") and Farnasea LLC ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: 109 31st St Mexico Beach FL 32456
Legal Description: A portion of MEXICO BEACH UNIT 4 (2.02) BEG 27' SW OF NE COR LOT 1 BLK G TH SW 68.8' NWLY 113.75' NE 112.56' SE 105' TO POB ORB 554 P 684 ORB 1763 P 244 235C2

SEC \_\_\_/TWP \_\_\_/RNG \_\_\_ of \_\_\_ County, Florida. Real Property ID No.: portion of 04521-000-000 including all improvements existing on the Property and the following additional property:

2. Purchase Price: (U.S. currency) \$ 150,000.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name:
Escrow Agent's Contact Person:
Escrow Agent's Address:
Escrow Agent's Phone:
Escrow Agent's Email:

(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 \$ 5,000.00

(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 Feasibility Study 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 \$ 145,000.00

(f) [ ] (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is [ ] lot [ ] acre [ ] square foot [ ] other (specify): prorating areas of less than a full unit. The purchase price will be \$ per unit based on a calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in accordance with Paragraph 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 7/28/2020, 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 \_\_\_ see terms ("Closing Date"), unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to; Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

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

Buyer (signature) and Seller (signature) acknowledge receipt of a copy of this page, which is 1 of 8 pages.

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

55 6. Financing: (Check as applicable)

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

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

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

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

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

82\* (3)  Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to

83\* \_\_\_\_\_  
84\* LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at  
85\* \$ \_\_\_\_\_ per month, including principal, interest,  taxes and insurance, and having a  
86\*  fixed  other (describe) \_\_\_\_\_  
87\* interest rate of \_\_\_\_\_% which  will  will not escalate upon assumption. Any variance in the mortgage  
88 will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase  
89\* Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds \_\_\_\_\_% or the  
90\* assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, failing  
91 which this contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves Buyer,  
92 this contract will terminate; and Buyer's deposit(s) will be returned.

93\* 7. Assignability: (Check one) Buyer  may assign and thereby be released from any further liability under this  
94\* contract,  may assign but not be released from liability under this contract, or  may not assign this contract.

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

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

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

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

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

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

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

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

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

138\* (1)  **Feasibility Study:** Buyer will, at Buyer's expense and within 15 days (30 days if left blank)  
139 ("Feasibility Study Period") after Effective Date and in Buyer's sole and absolute discretion, determine  
140 whether the Property is suitable for Buyer's intended use. During the Feasibility Study Period, Buyer may  
141 conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations  
142 ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's  
143 engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision  
144 statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with  
145 local, state, and regional growth management plans; availability of permits, government approvals, and  
146 licenses; and other inspections that Buyer deems appropriate. If the Property must be rezoned, Buyer will  
147 obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is  
148 required to file in connection with development or rezoning approvals. Seller gives Buyer, its agents,  
149 contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for  
150 the purpose of conducting Inspections, provided, however, that Buyer, its agents, contractors, and assigns  
151 enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller  
152 harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees,  
153 expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any  
154 person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will  
155 not engage in any activity that could result in a construction lien being filed against the Property without  
156 Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (i) repair  
157 all damages to the Property resulting from the Inspections and return the Property to the condition it was in  
158 before conducting the Inspections and (ii) release to Seller all reports and other work generated as a  
159 result of the Inspections.

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

Buyer  and Seller  acknowledge receipt of a copy of this page, which is 3 of 8 pages.

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- (2)  **No Feasibility Study:** 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 Feasibility Study 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: \_\_\_\_\_

**(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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222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER  
223 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE  
224 COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

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

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

233 11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days  
234 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal  
235 holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph  
236 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or  
237 inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103)  
238 shall extend until 5:00 p.m. (where the Property is located) of the next business day. Time is of the essence in  
239 this contract.

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

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

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

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

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

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

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

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

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

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

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

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

323 21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Instruction to  
324 closing agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage  
325 fees as specified in separate brokerage agreements with the parties and cooperative agreements between the  
326 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be  
327 used to modify any MLS or other offer of compensation made by Seller or listing broker to cooperating brokers.  
328  
329

330 Zach Childs  
331 Seller's Sales Associate/License No.

Mary Blackburn  
Buyer's Sales Associate/License No.

Buyer (WR) and Seller (WR) acknowledge receipt of a copy of this page, which is 6 of 8 pages.



383 Seller's address for purpose of notice:

384 Address: \_\_\_\_\_

385 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Buyer  and Seller  acknowledge receipt of a copy of this page, which is 8 of 8 pages.

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Seller's Sales Associate Email Address

Buyer's Sales Associate Email Address

Seller's Sales Associate Phone Number

Buyer's Sales Associate Phone Number

98 Real Estate Group  
Listing Brokerage

Mexico Beach Sundance Realty  
Buyer's Brokerage

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. Other

23. Additional Terms: Buyer can close on or before 45 days from effective date.  
Buyer will build a pharmacy in this location.

See Additional Supporting Documents

Exhibit 1  
Exhibit 2

With proposed changes made to exhibit 1 & 2 re readings



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

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

Buyer: William I. Posey Date: 7/24/2020

Print name: William Posey for Farmasea LLC

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Buyer's address for purpose of notice:

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Seller:  Date: 7.31.20

Print name: MARIO GIBBERT

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Buyer  and Seller  acknowledge receipt of a copy of this page, which is 7 of 8 pages.

ADDITIONAL SUPPORTING DOCUMENTS

The City will convey the Property by a platted lot and block description following the recording of the document Mexico Beach Civic Center and a Replat of Block "G" Mexico Beach Unit NO. 4. There will be a deed restriction limiting construction to no more than the heated and cooled square footage of the previously existing Civic Center building or, if that square footage is exceeded, requiring compliance with applicable City of Mexico Beach parking requirements. (Exhibit 1)

The sale of the "Civic Center" parcel is contingent upon adoption of Ordinance 747 during the City of Mexico Beach's Council Meeting. (Exhibit 2)

 7-31-20

EXHIBIT 1

§ 150.03 MEXICO BEACH SHOPPING CENTER.

(A) The geographical boundaries of the "Mexico Beach Shopping Center" are defined to encompass the area bordered on the south by U.S. Highway 98, bordered on the east by 30th Street, bordered on the west by 32nd Street, and having its northernmost border being the north property line of the parcel with Parcel ID #04519-000-000 and shall be delineated on the map attached to this section, and hereafter known as "Attachment A".

(B) (1) The following business (with Parcel number) are included in the "Mexico Beach Shopping Center":

- (a) Fish House (Parcel ID #04525-000-000);
- (b) Ace Hardware (Parcel ID #04527-000-000);
- (c) Mango Marley's (Parcel ID #04524-000-000);
- (d) Beach Walk (Parcel ID #04524-020-000);
- (e) Neon Palm (Parcel ID #04523-000-000);
- (f) Parker Realty (Parcel ID #04129-010-000);
- (g) Laundromat (Parcel ID #04529-000-000);
- (h) Civic Center (Parcel ID #04521-000-000);
- (i) Cathey's Construction (Parcel ID #04518-000-000); and
- (j) Vacant Lot (Parcel ID #04517-010-000).

(2) Due to the unique and historic nature of the shopping center area in the city, the City Council recognizes all the buildings as non-conforming structures and hereby grants a parking variance to each of these establishments permitting the use of city-owned spaces to meet their parking requirements.

(C) Future development/change/modification shall be subject to the following requirements and the approval of the City Council.

(1) Further building or property change that may require additional parking will only be allowed in cases where the business can provide the necessary parking on land adjacent to or included in the shopping center. This parking must be owned by the business.

(2) In the event of natural disaster, or any event which destroys any part of the building, rebuilding will be restricted to the same square footage that existed pre-disaster/event.

(3) Should the owner of any other parcels of land wish to be included in the shopping center, it must be adjacent to the shopping center and responsible for adhering to, and complying with the requirements of the City Comprehensive Plan and Land Development Regulations.

(4) Should any of the facilities in the shopping center be sold, transferred and the like, they will still be included in the shopping center with parking calculated at one parking space required for each 300 feet of gross floor space; however, if the new business expands and requires additional parking, the new business will be required to provide the additional parking due to the expansion in addition to the original parking requirements.

(5) No residential units are permitted within the shopping center.  
(Ord. 540, passed 7-10-2007)



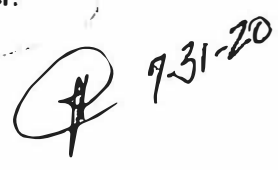
 7-31-20

EXHIBIT 2

ORDINANCE NO. —747

AN ORDINANCE OF THE CITY OF MEXICO BEACH, FLORIDA  
AUTHORIZING THE SALE OF THE CIVIC CENTER PROPERTY  
AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City of Mexico Beach (the "City") owns the real property known as Lot 1, Block G according to the plat titled Mexico Beach Civic Center and a Replat of Block "G" Mexico Beach Unit No. 4; and

WHEREAS, this property is a portion of Parcel ID Number 04521-000-000; and

WHEREAS, this parcel used to be the location of the Mexico Beach Civic Center before the Civic Center was destroyed by Hurricane Michael; and

WHEREAS, the City does not have a need for this parcel and would like to sell it to raise funds for City projects; and

WHEREAS, the City Charter requires the City Council ("Council") to adopt an ordinance to convey or authorize the conveyance of any lands of the City; and

WHEREAS, the City Council wishes to authorize the sale of the Civic Center parcel and set forth the process for any resulting sale.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF MEXICO BEACH, FLORIDA:**

**Section 1: Sale Authorized**

The Council authorizes the City to sell Lot 1, Block G according to the plat titled Mexico Beach Civic Center and a Replat of Block "G" Mexico Beach Unit No. 4, also known as the Civic Center property, as set forth herein.

**Section 2: Terms of Sale and Authorization to Complete Sale**

The terms of the sale shall be materially similar ~~or better than to the terms~~ those provided by the offer to purchase attached and incorporated as Exhibit "A." ~~If directed to do so by the City Council during a public meeting of the City Council, the City Administrator is authorized to negotiate with any party for better terms than provided by Exhibit "A," including requesting final and best offers from all interested parties. Thereafter, the~~ The City Administrator may proceed with all customary steps to sell the property without further action of the Council and the Mayor shall execute the deed and other customary closing documents. If the parties are unable to close on the sale of the property pursuant to Exhibit "A," the City remains authorized to sell the property pursuant to terms acceptable to the City Council.

**Section 3. Repealer**

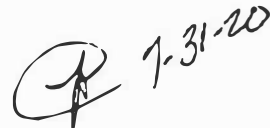
 7-31-20

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(Ord. 540, passed 7-10-2007)



 7-31-20

All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

**Section 4. Effective Date**

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Mexico Beach, Florida, this \_\_\_ day of \_\_\_\_\_, 2020.

CITY COUNCIL  
CITY OF MEXICO BEACH, FLORIDA

\_\_\_\_\_  
William A. Cathey, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Hovind, City Clerk