

ORDINANCE NO. 748

AN ORDINANCE OF THE CITY OF MEXICO BEACH, FLORIDA
AUTHORIZING THE SALE OF 246 LALLA LANE AND PROVIDING
AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the City of Mexico Beach (the “City”) owns the real property located at Lot 3, Block C of the Plat for Grand Isle Unit 15 recorded at Plat Book 11, Page 57 of the official records of Bay County, Florida and more commonly known as 246 Lalla Lane (the “Property”); and

WHEREAS the City previously authorized the sale of the Property pursuant to Ordinance 717, but that ordinance expired on or about April 23, 2020; and

WHEREAS, the City does not have a need for the Property 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 had a first reading of this ordinance on July 28, 2020; and

WHEREAS, the City Council wishes to authorize the sale of the Property 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 the Property at 246 Lalla Lane, as defined in more detail herein and as set forth herein.

Section 2: Terms of Sale and Authorization to Complete Sale

The terms of the sale shall be similar to or better than the terms provided by 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.

Section 3. Repealer

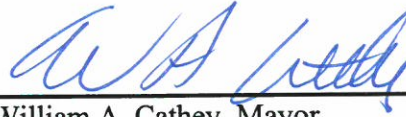
All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

Section 4. Effective Date

This Ordinance shall take effect immediately upon passage.

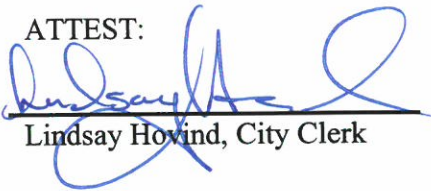
PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Mexico Beach, Florida, this 12th day of January, 2021.

CITY COUNCIL
CITY OF MEXICO BEACH, FLORIDA



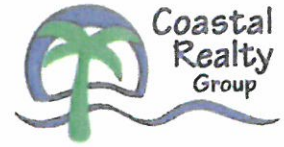
William A. Cathey, Mayor

ATTEST:



Lindsay Hovind, City Clerk

EXHIBIT "A"



Vacant Land Contract

1* **1. Sale and Purchase:** City Of Mexico Beach ("Seller")
2* and Kap Design Group ("Buyer")

3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
4 described as:

5* Address: 246 Lalla Ln Mexico Beach, FL 32456

6* Legal Description: GRAND ISLE UNIT 15 235C4 LOT 3 BLK C ORB 915 P 1

7 _____
8 _____
9 _____

10 SEC ___/TWP ___/RNG ___ of Bay County, Florida. Real Property ID No.: 04973-671-000

11* including all improvements existing on the Property and the following additional property: _____
12* _____
13 _____

14* **2. Purchase Price:** (U.S. currency) \$ 69,000.00

15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

16* Escrow Agent's Name: Novak Law Group

17* Escrow Agent's Contact Person: De Ann Wilder

18* Escrow Agent's Address: 402 Reid Ave. Port St Joe, FL. 32456

19* Escrow Agent's Phone: _____

20* Escrow Agent's Email: _____

21 (a) Initial deposit (\$0 if left blank) (Check if applicable)

22* accompanies offer

23* will be delivered to Escrow Agent within _____ days (3 days if left blank)

24* after Effective Date \$ 1,000.00

25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

26* within _____ days (10 days if left blank) after Effective Date

27* within _____ days (3 days if left blank) after expiration of Feasibility Study Period \$ _____

28* (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ _____

29* (d) Other: \$ _____

30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)

31* to be paid at closing by wire transfer or other Collected funds \$ 68,000.00

32* (f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The

33* unit used to determine the purchase price is lot acre square foot other (specify): _____

34* prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a

35* calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in

36* accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the

37* calculation: _____

38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy

39* delivered to all parties on or before December 21, 2020, this offer will be withdrawn and Buyer's deposit, if

40* any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is

41* delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has

42* signed or initialed and delivered this offer or the final counter-offer.

43* **4. Closing Date:** This transaction will close on February 4, 2021 ("Closing Date"), unless specifically

44* extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but

45* not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,

46* Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business

47* day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property

48* insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If

49* this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and

50* other items.

51* **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not

52* available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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

"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

Buyer (KAP) and Seller (WAG) acknowledge receipt of a copy of this page, which is 2 of 8 pages.

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) **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 15 days (30 days if left blank) ("Feasibility Study 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 Feasibility Study 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 Feasibility Study 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 Feasibility Study 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.

Buyer KAP () and Seller [Signature] () acknowledge receipt of a copy of this page, which is 3 of 8 pages.

- 165* (2) **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including
 166 being satisfied that either public sewerage and water are available to the Property or the Property will be
 167 approved for the installation of a well and/or private sewerage disposal system and that existing zoning
 168 and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency,
 169 growth management, and environmental conditions, are acceptable to Buyer. This contract is not
 170 contingent on Buyer conducting any further investigations.
- 171 (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's
 172 intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has
 173 expired or if Paragraph 9(a)(2) is selected.
- 174 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies
 175 which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to
 176 improving the Property and rebuilding in the event of casualty.
- 177 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
 178 defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required
 179 by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The
 180 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
 181 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
 182 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
 183 Department of Environmental Protection, including whether there are significant erosion conditions associated
 184 with the shore line of the Property being purchased.
 185* Buyer waives the right to receive a CCCL affidavit or survey.
- 186 **10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
 187 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title
 188 binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to
 189 Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to
 190 Broker as per Paragraph 21. In addition to other expenses provided in this contract, Seller and Buyer will pay the
 191 costs indicated below.
- 192 (a) **Seller Costs:**
 193 Taxes on deed
 194 Recording fees for documents needed to cure title
 195 Title evidence (if applicable under Paragraph 8)
 196 Estoppel Fee(s)
 197* Other: _____
- 198 (b) **Buyer Costs:**
 199 Taxes and recording fees on notes and mortgages
 200 Recording fees on the deed and financing statements
 201 Loan expenses
 202 Title evidence (if applicable under Paragraph 8)
 203 Lender's title policy at the simultaneous issue rate
 204 Inspections
 205 Survey
 206 Insurance
 207* Other: _____
- 208 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
 209 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and
 210 other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,
 211 the previous year's rates will be used with adjustment for any exemptions.
- 212 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will
 213 pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the
 214 last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not
 215 resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in
 216* installments, Seller Buyer (Buyer if left blank) will pay installments due after closing. If Seller is
 217 checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a
 218 Homeowners' or Condominium Association.
- 219 (e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
 220 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO
 221 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

Buyer ^{KAP} () and Seller ^{WJH} () acknowledge receipt of a copy of this page, which is 4 of 8 pages.

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

Buyer KAP JAC and Seller () () acknowledge receipt of a copy of this page, which is 5 of 8 pages.

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

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331 _____
Seller's Sales Associate/License No. Leilani Bruner 3374496
Buyer's Sales Associate/License No.

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

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Seller's Sales Associate Email Address

Seller's Sales Associate Phone Number

Listing Brokerage

Listing Brokerage Address

lani.coastalrealty@gmail.com

Buyer's Sales Associate Email Address

229-726-5228

Buyer's Sales Associate Phone Number

Coastal Realty Group

Buyer's Brokerage

202 Reid Ave Port St Joe, FL 32456

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: _____

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: Keith Poole _____ **Date:** 12/19/2020

Print name: _____ Keith Poole _____

Buyer: _____ **Date:** _____

Print name: _____

Buyer's address for purpose of notice:
Address: _____

Phone: _____ **Fax:** _____ **Email:** _____

Seller: WA Cathey _____ **Date:** 12-21-20

Print name: WA CATHEY - MAYOR _____

Seller: _____ **Date:** _____

Print name: _____

Buyer (KAP) (_____) and Seller (JK) (_____) acknowledge receipt of a copy of this page, which is 7 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.)**

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Buyer (^{KAP}____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 8 of 8 pages.

VAC-13 Rev 2/20

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