

REAL ESTATE CONTRACT

1. Parties and Property. Girls Incorporated of Bay County, a Florida not for profit corporation, whose principal address is 1100 Fountain Avenue, Panama City, FL 32401 (“Buyer”) agrees to buy, and Bay County, Florida, a political subdivision of the State of Florida, by and through the Bay County Board of County Commissioners, whose address is 840 W. 11th Street, Panama City, FL 32401 (“County”) agrees to sell the real property located at 1100 Fountain Avenue, Panama City, FL 32401, having the following legal description

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 14 WEST BAY COUNTY, FLORIDA; THENCE NORTH ALONG THE CENTERLINE OF FRANKFORD AVENUE A DISTANCE OF 33 FEET; THENCE EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF ELEVENTH STREET A DISTANCE OF 380 FEET TO THE EAST RIGHT-OF-WAY LINE OF FOUNTAIN AVENUE AND THE POINT OF BEGINNING; THENCE NORTH ALONG THE EAST RIGHT-OF-WAY LINE OF FOUNTAIN AVENUE A DISTANCE OF 170 FEET; THENCE EAST AND PARALLEL TO THE NORTH RIGHT-OF-WAY LINE OF ELEVENTH STREET A DISTANCE OF 200 FEET; THENCE SOUTH AND PARALLEL TO THE EAST RIGHT-OF-WAY LINE OF FOUNTAIN AVENUE A DISTANCE OF 170 FEET; THENCE WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF ELEVENTH STREET A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PROPERTY BEING IN SECTION 6, TOWNSHIP 4 SOUTH, RANGE 14 WEST AND CONTAINING 0.78 ACRES MORE OR LESS.

(the “Property”), on the terms and conditions set forth below. For clarity, the Property includes only the land located within the above-described description, the improvements being already owned by the Buyer.

2. Purchase Price. The Purchase Price for the Property shall be \$127,500.00. However, the Purchase Price shall be paid solely from grants made available by the County from time to time, and shall be due only when and to the extent such grants are made, except as provided in Section 12 below.

3. Closing Date and Location. This transaction will be closed within thirty (30) days of receipt of the title commitment described herein (the “Closing Date”) unless specifically extended by other provisions of this Contract. Closing will take place in Bay County Florida. Closing may be conducted by mail or electronic means.

4. Title.

(a) The County has the legal capacity to and will convey marketable title to the Property by County deed, free of liens, easements and encumbrances of record, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations. The deed will include clauses implementing the provisions of Paragraph 12.

(b) The Buyer will select the closing agent and pay for the title search and closing services.

(c) Within thirty (30) days after execution of this Agreement, the Buyer will deliver to the County a title insurance commitment from a Florida licensed title insurer setting forth those matters to be discharged by the County at or before Closing, and the County will use reasonable efforts to resolve any defects identified in such title commitment, provided doing so does not require the expenditure of any funds. If the title defects cannot be resolved to the satisfaction of the Buyer prior to Closing, the Buyer may elect to either (a) close the transaction with title in its as-is condition, with no reduction in purchase price; or (b) terminate the Contract.

(d) The Buyer may obtain a current certified survey of the Property from a registered surveyor within the time allowed to deliver title evidence. If the survey reveals encroachments or other exceptions to title, such encroachments will constitute a title defect to be resolved as provided herein.

(e) The Buyer, pursuant to Section 270.11(3), Florida Statutes, hereby petitions the County for a release of any mineral rights that would otherwise be reserved to the County under Section 270.11(1), and in furtherance thereof states that such property is not conducive to mineral right exploration and that mineral right exploration or exploitation would be inconsistent with the primarily intended purpose of the Property. The County hereby chooses not to reserve such interest as permitted by Section 270.11(1), F.S., and the County Deed shall not act to reserve any such interest.

5. Property Condition. The County will deliver the Property to Buyer in its present "as is" condition, ordinary wear and tear excepted. Seller makes no warranties other than marketability of title. Buyer has inspected the Property or waives any right to inspect the Property and accepts the Property in its "as is" condition.

6. Closing Procedure.

(a) Buyer already has possession of the Property. The closing shall terminate any lease agreement between the County and the Buyer.

(b) Buyer will pay Buyer's attorneys fees, taxes and recording fees and taxes for the deed.

(c) Any real estate taxes, personal property taxes, rents, and other payments associated with the Property shall be paid by the Buyer without proration.

(d) The County certifies that it is not a "foreign person" as defined by FIRPTA.

7. Default and Cure. Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have 15 days after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close. The only remedy for nonperformance shall be specific performance. Notices may be sent by (a) electronic mail; (b) certified mail, return receipt requested; or (c) hand-delivered to the following addresses:

FOR THE BUYER:

Niki Kelly
Executive Director
P.O. Box 1057
Panama City, Florida 32402
nkelly@girlsincofbaycounty.org

FOR THE SELLER

Bob Majka
County Manager
840 W. 11th Street
Panama City, FL 32401
bmajka@baycountyfl.gov

8. Disclosures.

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property, which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid by the Buyer.

(c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

9. Assignability. This Contract is not assignable.

10. Miscellaneous. The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. 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. This Contract will be construed under Florida law and will not be recorded in any public records.

11. Brokers. Neither the County nor the Buyer has used the services of, or for any other reason owes compensation to, a licensed real estate broker in connection with this transaction. Seller and Buyer agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

12. Special Provisions. The Property shall continue to be occupied and used by the Buyer for the operation and maintenance of a not for profit after school program for children, and for other related purposes. In the event that (1) the Property is no longer owned by the Buyer; or (2) the Buyer elects to abandon or fails to continue to operate a not for profit after school program on the Property for six (6) consecutive months, except for force majeure, then in either such event the County shall have the right to cause the Property, in whole or in part (in the County's discretion), to revert back to the County, who thereupon may immediately re-enter and take possession of the Property free and clear of all claims, liens, or encumbrances, including any of the Buyer. In such event, the purchase price shall be due and payable by the Buyer. Notwithstanding the foregoing, the restrictions on the use and ownership of the Property, and the right of the County to re-enter and take possession of the Property shall be subordinate to the rights of the holder of a first priority mortgage lien against the Property, and such restrictions and right of re-entry shall be extinguished by a foreclosure of the Property by a first priority mortgage holder. The provisions of this Paragraph shall survive the closing of the transaction contemplated by this Contract and shall be incorporated into the County Deed.

ATTEST:

Bill Kinsaul, Clerk

SELLER:

BOARD OF COUNTY COMMISSIONERS

Philip "Griff" Griffiths, Chairman

APPROVED AS TO FORM

Date: _____

County Attorney's Office

WITNESS:

By: _____

Print: _____

By: _____

Print: _____

BUYER:

GIRLS INCORPORATED OF BAY
COUNTY, FLORIDA

Its: _____

Date: _____