

RIGHT-OF-WAY USE AGREEMENT

THIS AGREEMENT is hereby entered into this 27th day of October, 2026, by and between the City of Panama City (the "City"), a Florida Municipal Corporation, whose address is 501 Harrison Avenue, Panama City, Florida 32401, and the Panama City Port Authority, (the "Port"), a Florida Dependent Special District, whose address is One Seaport Drive, Panama City, FL, 32401.

WHEREAS, the Port, is the fee simple Owner of the property(s) located at One Seaport Drive Street, in Panama City, Florida - Parcel ID Numbers 27946-000- 000, 27945-010-000, 27944-010-000, 27944-000-000, 27940-010-000, 27940-000-000, 27938-000-000, 28291-001-000, 28291-010-000, and 28288-000-000, (the "Property");

WHEREAS, the City owns the adjacent Hannah Avenue Right-of-Way (the "R-O-W") located between the boundary of the Property, as further described in the attached Exhibit "A";

WHEREAS, the Port desires to place certain improvements within the R-O-W and will continue to maintain in the future;

WHEREAS, the improvements include a gate across the Property as delineated on Exhibit "B" and attached hereto (the "Improvements");

WHEREAS, the City finds that the public would not be harmed by allowing the Port to use all of the ROW for the Improvements.

NOW THEREFORE in consideration of the sum of ten (\$10.00) dollars, the receipt of which is hereby acknowledged, the City and the Port mutually agree to enter into this Right- of-Way Use Agreement (the "Agreement") as follows:

- 1) The term of this Agreement shall be thirty-nine (39) years and shall automatically extend for one (1) successive twenty (99) year term, concurrent with the pre-existing Port property lease, unless otherwise terminated according to the terms herein.
- 2) The Port may terminate this Agreement at any time provided they give the City notice and then removes the Improvements that are in the R-O-W and restores the ROW to its original condition.
- 3) The City may terminate this Agreement at any time if (i) it reasonably determines that the Improvements have not been constructed and maintained in accordance with city standards or (ii) it determines that the City has a competing public use for the ROW; provided, however, before the City terminates this Agreement, the City shall provide to the Port notice of the meeting in which the City shall make a final decision as to the termination of the Agreement and invite the Port to appear. Upon termination, the Port shall remove the Improvements within thirty (30) days and restore the ROW to its original

condition unless the City, in its sole discretion, waives the obligation of the Port to remove the Improvements and restore the ROW. If the Port does not remove the Improvements within thirty (30) days, then the City may remove the Improvements.

- 4) The Port agrees to indemnify and hold the City harmless against any and all claims subject to the limitations in Section 14 below.
- 5) In providing notice pursuant to the Agreement, the notice to the City and Port shall be as follows:

City:
Jonathan Hayes, City Manager
501 Harrison Avenue
Panama City, Florida 32401

Port:
Robert J. Majka, Executive Director
One Seaport Drive
Panama City, Florida 32401

If either party changes its address during the term herein, it shall so advise the other party in writing as herein provided and any notice thereafter provided to be given shall thereafter be sent by certified mail to such new address.

- 6) Third Parties. This Agreement does not and shall not be deemed to confer upon any third party any right to claim damages to bring suit, or other proceeding against either the City or Port because of any term contained in this Agreement.
- 7) Assignment. This Agreement is for the specified use of the ROW and Port may assign this Agreement in whole or in part with mutual agreement of the parties to future Owners of the Property.
- 8) Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.
- 9) Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.
- 10) Severability. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement.

- 11) Enforcement and Waiver. The failure of either party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement, shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.
- 12) Interpretation. The validity, interpretation and effect of this Agreement shall be determined under Florida law. All actions arising directly or indirectly as a result or in consequence of this Agreement shall be instituted and litigated only in courts in Bay County, Florida. Any provision found to be invalid or unenforceable shall have no effect upon the validity of any other section of this contract.
- 13) Effective Date. The effective date of this Agreement shall be the date first written above regardless of the date when the Agreement is actually signed by the parties.
- 14) Governmental Immunity. Neither party intends to waive by any provision of this Agreement any other rights, immunities and protections provided by Florida Statute 768.28, or any other provision of law.
- 15) Attorney Fees and Costs. In connection with any disputes arising out of this transaction, the prevailing party as determined by the court shall be entitled to recover from the party not prevailing the prevailing party's reasonable costs and attorney, paralegal, witness and expert fees incurred at the pre-trial, trial and retrial levels, and in all administrative, bankruptcy, collection, insolvency and appellate proceedings.
- 16) The City acknowledges that the Port may restrict public access to the Property for the duration of this Agreement, subject to Federal and Florida law and regulations.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to sign this RIGHT-OF-WAY USE AGREEMENT, and if in counterparts, each of which shall be deemed an original contract, all as of the date first written above.

CITY OF PANAMA CITY

By: Allan Branch, Mayor

ATTEST:

APPROVED AS TO FORM AND
CORRECTNESS:

Leslie A. Glaze, City Clerk-Treasurer

Nevin J. Zimmerman, City Attorney

The Port at One Seaport Drive:

By: Robert J. Majka, Executive Director

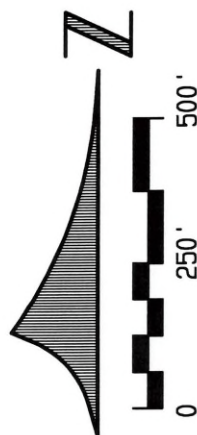
STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2026, by Robert J. Majka, who is personally known to me or has produced _____ as identification.

Notary Public
Serial#: _____
My Commission Expires: _____

EXHIBIT A

S:\3000\3239\116 Port Panama City\House Survey\3239\116 Hanna Ave.pro



SYMBOLS & ABBREVIATIONS

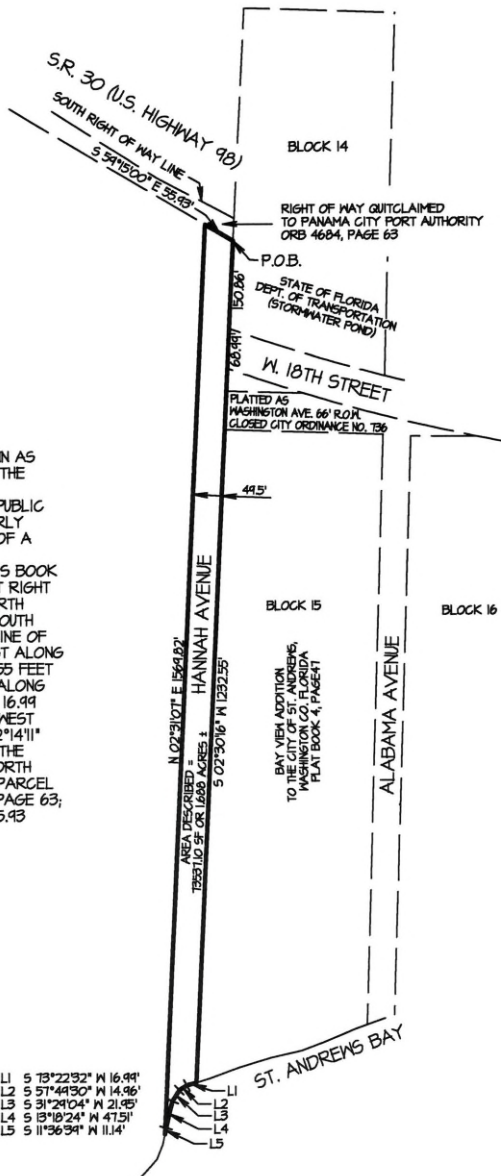
° DEGREES
' MINUTES
" SECONDS
N NORTH
E EAST
S SOUTH
W WEST
P.O.B. POINT OF BEGINNING
CO. COUNTY
R.O.W. RIGHT OF WAY
S.R. STATE ROAD
R.O.W. RIGHT OF WAY
L# LINE NUMBER

DESCRIPTION OF HANNAH AVENUE:

A PORTION OF A 44.5 FOOT WIDE PUBLIC RIGHT OF WAY KNOWN AS HANNAH AVENUE (PLATTED AS HANNAH STREET), DEPICTED ON THE PLAT OF "BAY VIEW ADDITION TO THE CITY OF ST. ANDREWS, RECORDED IN PLAT BOOK 4, PAGE 47, AS RECORDED IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF A QUIT CLAIM DEED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, RECORDED IN BAY COUNTY OFFICIAL RECORDS BOOK 4684, PAGE 63; THENCE SOUTH 2°30'16" WEST ALONG THE EAST RIGHT OF WAY LINE OF HANNAH AVENUE FOR 150.86 FEET TO THE NORTH RIGHT OF WAY LINE OF WEST 18TH STREET; THENCE CONTINUE SOUTH 2°30'16" WEST FOR 68.94 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID WEST 18TH STREET; THENCE CONTINUE SOUTH 2°30'16" WEST ALONG SAID EAST RIGHT OF WAY LINE OF HANNAH AVENUE FOR 1232.55 FEET TO THE EDGE OF ST. ANDREWS BAY; THENCE SOUTHWESTERLY ALONG SAID EDGE OF BAY AS FOLLOWS: SOUTH 73°22'32" WEST FOR 16.99 FEET; SOUTH 51°49'30" WEST FOR 14.96 FEET; SOUTH 31°24'04" WEST FOR 21.95 FEET; SOUTH 15°00'51" WEST FOR 10.31 FEET; SOUTH 12°14'11" WEST FOR 24.21 FEET; SOUTH 11°36'34" WEST FOR 11.14 FEET TO THE WEST RIGHT OF WAY LINE OF SAID HANNAH AVENUE; THENCE NORTH 2°31'07" EAST FOR 1564.82 FEET TO THE SOUTH LINE OF SAID PARCEL DESCRIBED IN BAY COUNTY OFFICIAL RECORDS BOOK 4684, PAGE 63; THENCE SOUTH 54°15'00" EAST ALONG SAID SOUTH LINE FOR 55.93 FEET TO THE POINT OF BEGINNING.

AREA: 73537.10 SQ FT 1.688 ACRES

L1 S 73°22'32" W 16.99'
L2 S 51°49'30" W 14.96'
L3 S 31°24'04" W 21.95'
L4 S 15°00'51" W 10.31'
L5 S 12°14'11" W 24.21'



THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT THE RESULTS OF A FIELD SURVEY.

BUCHANAN & HARPER, INC.

ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE

CERTIFICATE OF AUTHORIZATION NUMBER: 2372

735 WEST 11TH STREET - PANAMA CITY, FLORIDA 32401 - TELEPHONE (850) 763-7427

THE UNDERSIGNED, M. TODD TINDELL, FLORIDA LAND SURVEYOR NO. 4458, HEREBY CERTIFIES THAT THE SURVEY AND/OR INFORMATION SHOWN HEREON CONFORMS TO THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS OUTLINED IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE.

PLAT OF	SKETCH OF DESCRIPTION	SCALE	1" = 250'
SURVEYED	-	DRAWN	8-10-26
REVISIED	-	IMPROVEMENTS	NOT LOCATED
REVISIED	-		
REVISIED	-		
SOURCE OF INFORMATION	BAY COUNTY OFFICIAL RECORDS & NEW PARCEL		
BEARING REFERENCE	S 02°30'16" W FOR THE WEST RIGHT OF WAY LINE OF HANNAH AVENUE		
ELEVATION REFERENCE	-		
F.B.	-	PA.	-
JOB NO.	3239.116	FILE NO.	A 2537
SHEET NO.	1 OF 1		

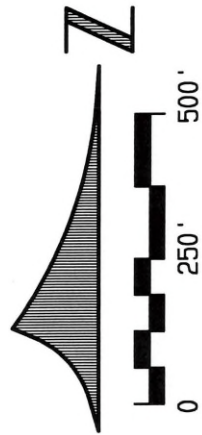
8/10/2026, 3:40:45PM

TERRAMODEL FILE: 3239.116 HANNAH AVENUE LAYER LIST, SKETCH

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY M. TODD TINDELL PSM NO. 4958 ON DATE OF DIGITAL SIGNATURE.

EXHIBIT B

S:\3000\3239\3239 Port Panama City\In House Survey\3239\16 Hannah Ave.prd

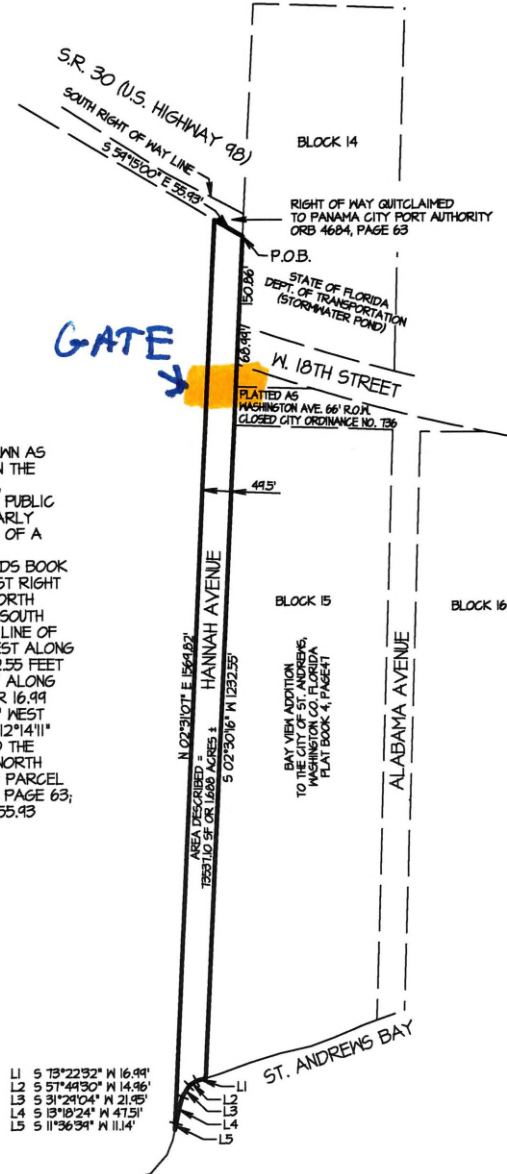


SYMBOLS & ABBREVIATIONS

- DEGREES
- ' MINUTES
- " SECONDS
- N NORTH
- E EAST
- S SOUTH
- W WEST
- P.O.B. POINT OF BEGINNING
- CO. COUNTY
- R.O.W. RIGHT OF WAY
- S.R. STATE ROAD
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F.B.	-	PA.	-
JOB NO.	3239.116	FILE NO.	A 2531
SHEET NO.	1 OF 1		

TERRAMODEL FILE: 3239.116 HANNAH AVENUE LAYER LIST: SKETCH

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