



# CITY OF PARKER

1001 WEST PARK STREET, PARKER, FLORIDA, 32404  
TELEPHONE (850) 871-4104 – FAX (850) 871-6684

## Request for Combining or Separation of Parcel

Date of Submittal: \_\_\_\_\_

BLDG Permit #: \_\_\_\_\_

Land Use Designation: \_\_\_\_\_

Parcel ID #: 24992-596-000

### Applicant Information:

Name of Property Owner: DAN HOMES LLC

Site Location: 5206 Teri Lane Panama City FL 32404

Telephone #: 850 215 3948 Email: Shannon@artconstruction.com

Reason for Parcel Split or Combination: (split parcel in 2 lots to build 2 Houses).

**Submit detailed professional survey showing proposed combination or split of parcel.**

I hereby certify, under penalty of perjury, that I have read and understood the provisions of this permit and that the information provided herein is true and correct to the best of my knowledge

Signature of Applicant: \_\_\_\_\_

Date: 02/12/2024

Signature of Approval: \_\_\_\_\_

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

Comments: \_\_\_\_\_



Prepared by and return to:

Angela Peoples  
Florida Legacy Title  
8317 Front Beach Road  
Suite 43  
Panama City Beach, FL 32407  
(850) 588-0547  
File No AP-2024-18

Parcel Identification No 24992-596-000

[Space Above This Line For Recording Data]

## WARRANTY DEED

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

**This indenture made the 12th day of February, 2024 between Andrew Jacob Cole and Rachel J. Cole, husband and wife, whose post office address is 6808 Forsythe Drive, Panama City, FL 32404, of the County of Bay, State of Florida, Grantors, to DAN HOMES LLC, a Florida Limited Liability Company, whose post office address is 1750 Frankford Avenue, Panama City, FL 32405, of the County of Bay, State of Florida, Grantee:**

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

Lot 19, Block D, Springlake, according to the map or plat thereof, recorded in Plat Book 14, Page(s) 90 and 91, Public Records of Bay County, Florida.

**Grantors warrant** that at the time of this conveyance, the subject property is not the Grantors' homestead within the meaning set forth in the constitution of the State of Florida, nor is it contiguous to or a part of a homestead property. Grantors' residence and homestead address is: 6808 Forsythe Drive, Panama City, FL 32404.

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

**Subject to taxes** for 2024 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

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

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

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

Signed, sealed and delivered in our presence:

Andrew Jacob Cole  
Andrew Jacob Cole

Rachel J. Cole  
Rachel J. Cole

Abigail Mersch  
WITNESS

PRINT NAME: Abigail Mersch

Ann Fader  
WITNESS

PRINT NAME: Ann Fader

8317 Front Beach Road #43  
Panama City Beach, FL 32407  
WITNESS 1 ADDRESS

8317 Front Beach Road #43  
Panama City Beach, FL 32407  
WITNESS 2 ADDRESS

STATE OF FLORIDA  
COUNTY OF BAY

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 12 day of February, 2024, by Andrew Jacob Cole and Rachel J Cole.

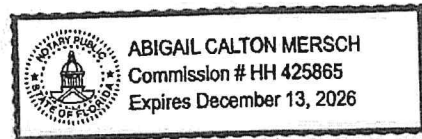
Abigail Mersch  
Signature of Notary Public

Print, Type/Stamp Name of Notary

Personally Known: \_\_\_\_\_ OR Produced Identification: X

Type of Identification

Produced: D.L.



## TAX PRORATION AGREEMENT

Buyer: DAN HOMES LLC  
Sellers: Andrew Jacob Cole and Rachel J. Cole  
Property: 5206 Teri Lane, Panama City, FL 32404  
Close Date: February 12, 2024

The current year's tax bill has not yet been issued and is not expected to be issued until November. Accordingly, the undersigned Buyer and Sellers hereby understand and agree that the Settlement Statement, Closing Disclosure and/or HUD-1 Settlement Statement prepared for the above captioned transaction includes:


- ☒ AN ESTIMATED PRORATION of 2024 real estate taxes. The proration was based on information from the county tax department, but the actual amount for the current year may vary due to a change in assessment or millage rate. When the 2024 tax bill is issued, it may be appropriate to adjust the proration according to that bill. Any adjustment will be decided between the parties. Florida Legacy Title will provide assistance, if requested, but will not be responsible for effecting an adjustment or for collecting or paying any amounts due.
- ☐ NO PRORATION of 2024 real estate taxes. Buyer will be responsible for paying all taxes owed for the current year.

The undersigned Buyer and Sellers hereby hold Florida Legacy Title harmless from any loss or injury resulting from the proration of taxes, or lack thereof, in the captioned transaction.


### BUYER:

DAN HOMES LLC, a Florida Limited Liability Company Date: 02/09/2024

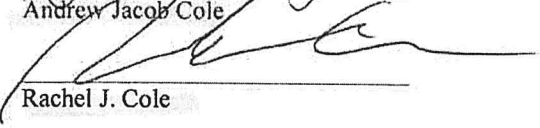
By:

  
Lizzy Rodriguez, Manager

### SELLERS:

  
Andrew Jacob Cole

Date: 12 FEB 24

  
Rachel J. Cole

Date: 12 Feb 24

# CLOSING AGREEMENT AND ACKNOWLEDGMENTS

Seller: Andrew Jacob Cole and Rachel J. Cole  
Buyer: DAN HOMES LLC  
Property: 5206 Teri Lane, Panama City, FL 32404  
Closing Agent: Florida Legacy Title  
Closing Date: February 12, 2024  
File Number: AP-2024-18

1. **CLOSING AUTHORIZATION:** Buyer and Seller acknowledge that each has reviewed all of the entries appearing on the HUD-1 Settlement Statement and confirm that all of the entries thereon are true and correct. Buyer and Seller further acknowledge that by executing the HUD-1 Settlement Statement, the Closing Agent is authorized and directed to close the transaction and to distribute all of the closing documents, and the closing proceeds, except to the extent of any proceeds that are required to be held in escrow pursuant to a specific written escrow or closing agreement, if any. Buyer and Seller acknowledge that each of them has made his/her/its own independent investigation as to the financial propriety of entering into this transaction, and that neither one of them has sought financial or investment advice from the Closing Agent (including all agents thereof). Instead, a decision to enter into and close this transaction has been made by Buyer and Seller based on each one's own evaluation of the value of the Property.
2. **TAX PRORATION:** Buyer and Seller acknowledged that if the current year's real estate tax bill was not issued and received by the Closing Agent, then the real estate taxes (and personal property taxes, if applicable) for the current year were prorated on the HUD-1 Settlement Statement based upon the prior year's taxes as required by the parties' contract. Buyer and Seller agree that upon receipt of the actual tax bill for the current year, and upon demand by either party, the taxes for the current year will be reprorated, and Buyer and Seller will make any adjustments required by reason of that proration, provided that the contract between Buyer and Seller requires reproration. Closing Agent shall have no responsibility in connection with such adjustment or reproration. Closing Agent shall have no responsibility in connection with such adjustment or reproration.
3. **UTILITY SERVICES:** Buyer and Seller acknowledge that they are aware that final bills for utility services may be due after the date of closing. The Seller agrees to cancel all such utilities immediately after closing and to promptly pay Seller's final utility bills for services through the day of closing. Buyer acknowledges that it is Buyer's responsibility to promptly arrange to begin utility services in Buyer's name, since Seller will be canceling service as of the day of closing or immediately thereafter. Buyer and Seller acknowledge that water and sewer bills, if applicable, which remain unpaid can become liens against the Property. Seller agrees to promptly pay such final bills, then Seller agrees to provide proof of final payment to Closing Agent within thirty (30) days after the date of closing. In the event that Seller fails to do so, Closing Agent shall be authorized to pay the full amount of the escrowed funds, if any, to the water and sewer department or such other utility department for which funds have been escrowed, and thereafter Seller shall be responsible for obtaining the utility deposit refund of any over payment. In addition, in the event the water and sewer department requires the Buyer to pay the current balance on the account in order to open an account in the Buyer's name, the Buyer shall be authorized to do so, and upon promptly delivery to Closing Agent of proof of such payment, Closing Agent shall be authorized to reimburse Buyer for such payment from the escrowed funds, if any, withheld at closing for this purpose. By paying such final charges, Closing Agent does not assume responsibility for any such charges, and Buyer and Seller specifically agree the Closing Agent shall not be responsible for charges for water, sewer, gas, electricity, rent, personal property taxes, garbage taxes, licenses, and any special assessment not recorded in the Public Records, but that instead any discrepancy or deficiency in such charges shall be settled between Buyer and Seller directly. Buyer and Seller hereby release and hold Closing Agent harmless as to any such charges and as to any such adjustments that are due to one party or the other to correct such charges. NOTE: CLOSING AGENT IS WITHHOLDING FROM SELLER'S NET PROCEEDS \$0.00 IN ESCROW FOR UTILITIES.

4. **COOPERATION:** Buyer and Seller shall fully cooperate and adjust for clerical mistakes, calculation errors, computer malfunction, printing error or similar errors by correcting, initialing, executing or re-executing any and all existing or additional closing documentation, as deemed necessary or desirable in the reasonable discretion of Lender or Closing Agent. The undersigned acknowledge that errors of the type described above may cause Lender to be unable to sell, convey, seek guaranty or market a mortgage loan, or may otherwise affect the ability of the Closing Agent to insure title to the Property, or may be required in order to correct mistakes in the calculations of money due or to be credited to one party or the other.
5. **TAXING AND ZONING.** Buyer and Seller acknowledge that each has been advised of and have had the opportunity to retain independent tax advice as to the tax consequences of this transaction, and that Buyer has had the opportunity to confirm the zoning and setback requirements of the Property, the permitted uses, whether or not permits were obtained for improvements to the Property, and the legality and proper completion of all improvements on the Property. Buyer also acknowledges having had the opportunity to inspect the physical condition of the Property, including the improvements thereon or adjacent thereto, if any. Buyer also acknowledges having had the opportunity to determine whether or not the Property is connected to a sewer system or whether it has a septic tank, or, having waived the right to make such determination, Buyer has accepted the Property with whichever system exists unless otherwise agreed to with Seller. Buyer also acknowledges having had the opportunity to determine whether or not the Property is connected to a public water system, or whether water is provided to the Property from a well, or connected to a public water system, or whether water is provided to the Property from a well, or having waived the right to make that determination, Buyer has accepted the Property with whichever type of water is provided to the Property unless otherwise agreed to with Seller. The parties acknowledge that they have satisfied themselves as to all such issues, and that Closing Agent has not made any representations with regard to any such issues, nor has Closing Agent assumed responsibility for same. The parties agree to indemnify and hold Closing Agent harmless from and against any adverse consequences that arise relating to any of the foregoing issues described in this particular paragraph. NOTE: BUYER DIRECTS THE CLOSING AGENT TO MAIL THE ORIGINAL RECORDED DEED AND THE TITLE INSURANCE POLICY AS FOLLOWS (Select One):

☐ Property Address: 5206 Teri Lane, Panama City, FL 32404

☐ Other: \_\_\_\_\_

6. **IRS REPORTING AND DISTRIBUTION.** Seller is responsible for reporting this transaction to the Internal Revenue Service unless Seller is not subject to reporting requirements. Seller warrants to Closing Agent that if Seller is an individual, Seller is not a non-resident alien for purposes of U.S. Income taxation, or if Seller is a corporation, partnership, trust or estate, Seller is not a foreign entity. The Foreign Investment in Real Property Tax Act of 1980 as amended by the Tax Reform Act of 1984 places special requirements for tax reporting and withholding on the parties to a real estate transaction where the transferor (seller) is a non-resident alien or non-domestic corporation or partnership or partnerships. It is understood and acknowledged by the undersigned that (a) Escrowed will not take an active role in either the determination of non-alien status of the seller transferor or the withholding of any funds; and (b) Escrowed makes no representations and (c) Buyer and Seller are seeking an attorney's, accountant's, or other tax specialists' opinion concerning the effect of this Act on this transaction and are not acting on the statements made or omitted by the Closing Agent.
7. **INSURANCE.** Buyer acknowledges having been advised of the importance of securing insurance on the Property. Lenders will generally require insurance on single family homes and town homes but not necessarily on condominiums, because of the master insurance policy maintained by the condominium association. If this is a condominium, the condominium's master insurance policy does not insure any of the furniture, fixtures and other structural components or the interior of the condominium unit. Buyer acknowledges that whether or not the Lender requires insurance, and whether or not there is a Lender involved in the transaction, Buyer should purchase property insurance, Seller acknowledges that unless Buyer is assuming Seller's existing insurance policy, Seller should cancel Seller's existing policy immediately after closing and request a refund of the unearned portion of the policy premium. Likewise, if Seller maintains an appliance service contract, which is not being transferred to Buyer, Seller should cancel the contract immediately after closing and request a refund of the unearned portion of the contract price.



**8. BOUNDARY SURVEY.** In the case of single family homes and townhomes, Buyer has been advised of the importance of securing a boundary survey of the Property. Lenders will also generally require a new boundary or as-built survey before closing. Buyer acknowledges that if a lender was not involved in this transaction, Buyer has the option to waive the survey requirement of title, however, Buyer understands that by waiving the survey requirement, Closing Agent is unable to determine the existence of encroachments, overlaps, boundary line disputes, and/or any other matters which would be disclosed by an accurate survey, of the Property. IF Buyer elects to purchase the Property without the benefit of a boundary survey, Closing Agent may require that Buyer execute a written waiver at closing, and a survey exception will be included in the Owner's Title Insurance Policy. **NOTE: NOTWITHSTANDING THE FOREGOING IF THE SUBJECT PROPERTY IS NOT A CONDOMINIUM, THEN, BUYER ACKNOWLEDGES THE FOLLOWING (SELECT ONE):**

☐ Buyer acknowledges receipt of the survey prepared by \_\_\_\_\_, dated \_\_\_\_\_ under Survey/Job No. \_\_\_\_\_.

☒ Buyer has elected to waive the survey requirement. – CASH Transaction, Survey not required.

☐ New survey has been completed and endorsed to the buyer.

☐ Property is a condominium, survey not required.

**9. MISCELLANEOUS.** Seller and Buyer are used for singular and plural, as the context so requires or admits. This Closing Agreement is being provided as an inducement for Closing Agent to serve as the title/settlement Agent and for Alliant National Title Insurance Company, the Title Underwriter, to issue title insurance on the subject transaction. This document may be signed in counterparts, and faxed or scanned e-mail copies shall be deemed original for all intents and purposes.

**10. GRAMM-LEACH-BLILEY ACT (GLBA) PRIVACY NOTICE.** We do not disclose any nonpublic personal information about our customers to anyone for any purpose that is not specifically permitted by law.

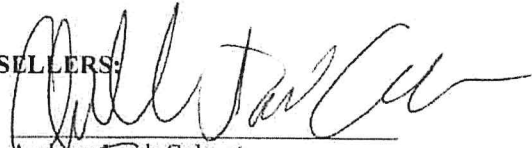
**BUYER:**

DAN HOMES LLC, a Florida Limited Liability Company Date: 02/12/2024

By: 

Litzy Rodriguez, Manager

**SELLERS:**

  
Andrew Jacob Cole

Date: 02/12/2024

  
Rachel J. Cole

Date: 02/12/2024



# Florida Legacy Title

## PRIVACY POLICY

Attorneys, like other professionals who advise on personal financial matters or who provide real estate settlement services, are now required by a new Federal law to inform their clients (customers) of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of conduct that are even more stringent than those required by this new law. Therefore, we have always protected your right to privacy.

### Types of Nonpublic Personal Information We Collect

We collect nonpublic personal information about you from the following sources:

Information we receive from you, such as your personal financial information, your name, address, telephone number, or social security;

Information about your transactions with us, or others. We receive this information from your lender, accountant, attorney, real estate broker, etc.;

Information we receive about you that is obtained by us with your authorization; and

Information from public records.

### Parties to Whom We Disclose Information

For current and former clients, we do not disclose any nonpublic personal information obtained in the course of our practice to people outside our firm except as agreed to by you or as required or permitted by law. We restrict access to nonpublic personal information about you to people in our firm who need to know that information to provide products or services to you or requested by you or your Lender. In all such situations, we stress the confidential nature of information being shared.


### Protecting the Confidentiality and Security of Current and Former Clients' Information

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic and procedural safeguards that comply with appropriate federal and state regulations and with our professional standards.

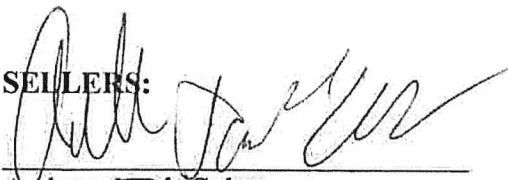
### **BORROWER:**

DAN HOMES LLC, a Florida Limited  
Liability Company

Date: 02/09/2024

By:   
Litzy Rodriguez, Manager

### **SELLERS:**

  
Andrew Jacob Cole

Date: 12 FEB 24

Rachel J. Cole

Date: 12 Feb 24