

RESOLUTION 19-70

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TRANSPORTATION CONCURRENCY PROPORTIONATE SHARE AGREEMENT WITH THE ST. JOE COMPANY FOR THE CONVEYANCE OF LAND NEEDED FOR BAY PARKWAY SEGMENT 2, IN THE BASIC AMOUNT OF \$730,094.86.

BE IT RESOLVED that the appropriate Officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and The St. Joe Company, for the Transportation Concurrency Proportionate Share relating to the Bay Parkway Segment 2 Roadway Project, in the amount of Seven Hundred Thirty Thousand, Ninety-Four Dollars and Eighty-Six Cents (\$730,094.86), in substantially the form attached and presented to the Council, with such changes, insertions or omissions as may be approved by the City Manager and whose execution of such Agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 28th day of March, 2019.

CITY OF PANAMA CITY BEACH

By 

MIKE THOMAS, MAYOR

ATTEST:


MARY JAN BOSSERT, CITY CLERK

**TRANSPORTATION CONCURRENCY
PROPORTIONATE SHARE AGREEMENT**

This TRANSPORTATION CONCURRENCY PROPORTIONATE SHARE AGREEMENT (“Agreement”) made this ____ day of _____, 2019, by and between THE ST. JOE COMPANY, a Florida Corporation for itself and on behalf of its subsidiaries (hereinafter collectively referred as “St. Joe”), and the CITY OF PANAMA CITY BEACH, a Florida municipal corporation (the “City”).

WITNESSETH

WHEREAS, the Florida Legislature, through the adoption of Florida Statute §339.282 (the “Statute”) has concluded that allowing the private sector to finance, construct, and improve transportation facilities can provide a significant benefit to the citizens of this state by facilitating transportation of the general public without the need for additional public tax revenues; and

WHEREAS, the Statute encourages the private sector to provide necessary transportation improvements by creating a mechanism for a developer or property owner that voluntarily provides such improvements to obtain credit against any future transportation concurrency requirements pursuant to Chapter 163; and

WHEREAS, the City administers transportation concurrency pursuant to Section 6.06.00 of the City’s Land Development Code; and

WHEREAS, the Statute provides that a developer or land owner may receive concurrency credits by contributing right-of-way for a state or local transportation facility or segment that improves traffic flow, capacity or safety; and

WHEREAS, the Statute requires that such concurrency credit be memorialized in a legally binding agreement, which the parties intend by this agreement to create; and

WHEREAS, St. Joe proposes to submit one or more applications for the development of its property located in the City of Panama City Beach; and

WHEREAS, the City has adopted and implemented a transportation concurrency management system to address the availability and sufficiency of transportation facilities to serve new development consistent with level of service standards, which are set forth in the City's Comprehensive Plan; and

WHEREAS, at the time of this Agreement, the City has determined that Panama City Beach Parkway from Mandy Lane to Richard Jackson Boulevard, and Front Beach Road Segments 3 and 4, fall below the minimum acceptable level of service, and such segment will be materially affected by the development of St. Joe property; and

WHEREAS, the City has determined that authorizing new development without the mitigation provided for in this agreement would result in an untenable failure of the level of service standards for transportation facilities, and will exacerbate existing deficiencies in level of service; and

WHEREAS, St. Joe proposes to contribute land for a road which will provide parallel facility to Panama City Beach Parkway/US 98, as shown on Exhibit "A" ("Bay Parkway – Segment 2"); and

WHEREAS, the City finds that Bay Parkway-Segment 2 will significantly reduce trips, access problems and congestion on the Panama City Beach Parkway, and will similarly increase mobility within the City's transportation network generally and on the Panama City Beach Parkway specifically; and

WHEREAS, the City finds that the present conveyance of land for Bay Parkway Segment 2 will expedite the City's construction of that corridor and the realization of its anticipated benefits; and

WHEREAS, the "FY 2019-2023 Transportation Improvement Program" adopted by the Bay County Transportation Planning Organization (TPO) June 27, 2018 and amended December 5, 2019 includes "Loop Road Phase 2", now known as Bay Parkway Segment 2, within its plan and demonstrates the public benefit that construction of this Bay Parkway Segment 2 will provide; and

WHEREAS, the parties agree that transportation concurrency shall be satisfied by the execution of this legally binding Agreement to provide mitigation proportionate to the demand for transportation facilities to be created by new St. Joe development; and

WHEREAS, the construction of the "Bay Parkway – Segment 2" will improve traffic flow, capacity and safety; and

WHEREAS, St. Joe has entered into an Ecosystem Management Agreement ("EMA") with Florida Department of Environmental Protection ("FDEP") dated October 11, 2004 covering a regional area inclusive of the "Bay Parkway – Segment 2" area; and

WHEREAS, the Army Corps of Engineers ("Corps") has issued a Regional General Permit dated June 30, 2004 and renewed on June 23, 2009 and March 25, 2015 referred to as RGP/SAJ-86 ("RGP") covering a regional area inclusive of the "Bay Parkway – Segment 2" area; and

WHEREAS, the EMA and RGP include certain environmental and stormwater design procedures and requirements; and

WHEREAS, St. Joe agrees to be co-permittee for EMA and RGP permits that will be required for "Bay Parkway Segment 2" construction.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. **Recitals.** The forgoing recitals are true, complete and not misleading and hereby incorporated into this Agreement by this reference as if fully set forth herein.

Part 1—Concurrency Agreements

2. **Legally Binding Commitment.** The parties agree that this Agreement constitutes a legally binding commitment by St. Joe to provide proportionate share mitigation for the development of St. Joe property within the City.

3. **Proportionate Share Mitigation.**

- a. St. Joe agrees to convey real property comprising approximately 66.7 acres of land, (the “Proportionate Share Mitigation ROW”), consisting of a 200’ wide east-west segment, and a 150’ north-south segment, as generally depicted in Exhibit A attached and incorporated herein, together with 3 stormwater ponds. The 66.7 acres of land contemplated herein does not include any land that may be subsequently conveyed as required for wetland mitigation needed for construction of Bay Parkway Segment 2 for which the Proportionate Share Mitigation ROW is intended to be used.
- b. The parties acknowledge the precise perimeter of the land to be conveyed for the Proportionate Share Mitigation ROW will be determined following a wetland delineation of St. Joe lands which will then permit development of precise metes and bounds legal descriptions.

- c. The parties acknowledge that the exact location of the final Proportionate Share Mitigation ROW land to be conveyed shall be subject to St. Joe's approval and agree the alignment of the road may be changed by either party prior to City's advertisement for the construction of Bay Parkway Segment 2, but that the general route and specific termini will not change.

4. Timing of Closing. The parties agree that the conveyance of St. Joe's Proportionate Share Mitigation ROW shall occur within forty five (45) days of completion of the Survey, which shall allow sufficient time for the Title Commitment to be updated by St. Joe and delivered to the City, but no later than nine (9) months from the execution of this Agreement (the "Closing"). Notwithstanding the foregoing, and except as otherwise provided in Section 5f, the Closing shall occur before issuance of final certificate of occupancy for a St. Joe development for which it seeks to rely on the Concurrency Credit contemplated by this Agreement.

5. Proportionate Fair Share Land Credit.

- a. Value of Road Right of Way. As consideration for St. Joe's Proportionate Share Mitigation ROW contribution specified herein, the Parties agree that the City shall provide St. Joe a credit of Ten Thousand Nine Hundred Forty Five Dollars and 95/100 (\$10,945.95) per acre of land contributed (the "Concurrency Credit"). This valuation is based on an appraisal of the property's fair market value prepared by Giles Appraisal Group dated November 6, 2017.
- b. Value of Stormwater. St. Joe agrees to convey additional land for stormwater ponds necessary to support the Bay Parkway Segment 2 Project as identified on the Survey. The parties hereby agree that the City shall provide St. Joe

additional Concurrency Credit of Ten Thousand Nine Hundred Forty Five Dollars and 95/100 (\$10,945.95) per acre as consideration for St. Joe's conveyance of the additional land.

- c. Projects for which Concurrency Credit may be applied. The Concurrency Credit may be applied against proportionate share mitigation calculated for development applications involving any St. Joe land, to include any land owned by one of St. Joe's subsidiary companies or an entity in which St. Joe maintains a material ownership interest, within the corporate limits of the City of Panama City Beach, as such development will negatively affect the level of service of the Panama City Beach Parkway between Mandy Lane and Richard Jackson Boulevard, Front Beach Road Segments 3 and 4, or any segments of other roadways in the City which fall below the minimum acceptable level of service at the time an application for a Local Development Order is submitted.
- d. Process to Utilize Concurrency Credits. If after review of an application for a Local Development Order or similar development application, the City determines a transportation concurrency deficiency exists, St. Joe at its sole discretion, may choose to satisfy the deficiency via the Concurrency Credit established by this Agreement. St. Joe shall provide a written request to the City's Planning Official indicating its intent to utilize the Concurrency Credit for the proposed development. The written request shall include information deemed necessary by the City on the proposed development that is to utilize the Concurrency Credit. The Planning Official shall have fifteen (15) working days to review the written request and confirm in writing to St. Joe the official use

of the portion of the Concurrency Credit which the City approves. The methodology to be used by the Planning Official to calculate the proportionate fair share mitigation cost for an eligible development shall be as provided in Section 6.06.06B, City's Land Development Code based on the rates in effect as of the date of this Agreement and notwithstanding any amendment to the Land Development Code or other City ordinance. The City shall thereafter subtract the approved amount from the ledger.

- e. Duration. St. Joe shall have 15 years from the execution of this Agreement (the "Expiration Date") to utilize the Concurrency Credits contemplated herein. Concurrency Credits may be applied beyond this 15 year period to St. Joe projects for which St. Joe has obtained a Local Development Order prior to the Expiration Date, provided such Development Order is still in full force and effect at such time as St. Joe seeks a building permit for such project.

Notwithstanding the foregoing, in the event of an economic downturn or recession-like circumstance ("Economic Downturn") during the 15 year term of this Agreement, the Expiration Date shall be extended for such period of time to coincide with the Economic Downturn. For purposes of this Agreement, an Economic Downturn shall be deemed to have occurred when there has been a twenty percent (20%) decrease in economic indicators over a four-month period such as (A) the City's collection of business tax receipts, or (B) real property values within the City boundaries, or (C) water and sewer revenues within the City, or (D) other economic indicators as the parties may agree to. The parties agree the economic indicators existing in the 4 months immediately preceding

the effective date of this Agreement represent extraordinary post-Hurricane Michael circumstances which shall not be considered in determining whether an Economic Downturn has occurred.

f. Application to pending projects. The parties agree that upon St. Joe's execution of this Agreement and prior to Closing, Concurrency Credits shall be applied to the following pending projects for which the City has already issued building permits, but not yet issued Certificates of Occupancy ("Pending Projects"):

- i. Starbucks, \$48,300
- ii. Embassy Suites, \$110,400
- iii. Townplace Suites, \$67, 200
- iv. Pier Park Crossings Apartments, \$72,000

The City agrees that any delay in the Closing arising from circumstances beyond the control of St. Joe, i.e., the City's delivery of a Survey, shall not prevent application of Concurrency Credits to the Pending Projects or the issuance of final Certificates of Occupancy for the Pending Projects.

6. Use of Proportionate Share Mitigation ROW by City. The City agrees to apply the Proportionate Share Mitigation ROW contributed by St. Joe towards the development of Bay Parkway Segment 2, a limited access road (the "ROW Project"), which project shall connect the existing East-West terminus of Bay Parkway to the existing North-South terminus of North Nautilus Street, both publicly owned roads and rights of way.

7. No Guarantee of Development Order Approval. Nothing in this Agreement shall require the City to approve any application for development submitted by St. Joe unless such

application complies with the City's Comprehensive Plan and Land Development Code then in effect.

8. **Bank.** The City agrees that upon execution of this Agreement, the City shall establish a "bank" of Concurrency Credit in the amount of Seven Hundred Thirty Thousand Ninety Four and 86/100 (\$730,094.86) which shall be adjusted to add any amounts related to additional credits accrued from the conveyance of land for stormwater ponds or wetland mitigation (the "Concurrency Credit"). The Concurrency Credit shall be maintained in a ledger by the Planning Director of the City and copies shall be distributed to St Joe.
9. **Authority for Agreement.** This Agreement is being executed in accordance with the authority and provisions set forth in Sections 163.3180(6) and 339.282, Florida Statutes, and Section 6.06.00 of the City's Land Development Code.

Part II— ROW Project Agreements

10. **Right of Entry.** St. Joe hereby grants to the City a license to enter upon the Proportionate Share Mitigation ROW for purposes of undertaking or performing any inspections, tests, surveys or investigations as City deems necessary or desirable for the ROW Project. This license shall extend to City's agents, representatives, consultants, and contractors. Any damage to St. Joe land or improvements thereon caused by any such entry, inspection, test, or investigation shall be repaired immediately by City. Subject to the limits of Section 768.28 and without waiving its sovereign immunity, City shall defend, indemnify and hold St. Joe harmless from and in respect of any loss, costs, damage or expense as a result of any claim asserted against St. Joe arising out of such entry, inspection, test or investigation. This right of entry shall commence with the effective date of this Agreement and shall

terminate on the earlier of: (a) Closing (defined in this Agreement); or (b) 22 days following the date of the City Council's action to conclusively reject construction of the ROW Project as evidenced by recorded vote of the City Council. The provisions of this Section 10 shall survive Closing or the earlier termination of this Agreement.

11. Design and Permitting. The City intends to immediately undertake the design and permitting of the ROW Project. The parties agree they will use their best efforts to ensure the design and permitting of the ROW Project will be completed on or before October 1, 2019. The City shall be responsible for the planning, design, permitting and associated mitigation of the ROW Project. The City shall pay all costs associated with the engineering, surveying, permitting and construction of the ROW Project. Within 14 days of the City's receipt of 60% complete design plans, the City will submit same to St. Joe for approval, which approval shall not be unreasonably withheld or delayed.
12. St. Joe Permits. The Proportionate Share Mitigation ROW is subject to the EMA and RGP which establish certain guidelines for regulatory permitting of the property subject to the jurisdiction of the FDEP, the Corps and other applicable governmental agencies. The EMA and RGP may be reviewed at <http://www.dep.state.fl.us/northwest/StJoeEMA/joema.htm>. St. Joe hereby agrees to serve as the co-applicant to the City on any EMA or RGP permit applications. The City agrees to obtain any necessary permits related to (i) wetlands impacts and subsequent mitigation due to construction upon low quality wetlands, (ii) wetlands impacts and subsequent mitigation due to construction upon high quality wetlands, and (iii) the management of stormwater or provision of stormwater improvements necessary to support the ROW Project in compliance with the EMA and RGP. The City shall be responsible for

any and all costs related to the application for the EMA and RGP permits. The City agrees to comply with all applicable laws, rules and regulations, including but not limited to provisions of the EMA and RGP, governing the use and development of any wetlands. In the event the City is permitted to fill or otherwise impact any wetlands located on the Proportionate Share Mitigation ROW pursuant to the EMA or RGP, the City agrees not to fill or otherwise impact any wetlands beyond the boundary of that for which a permit is obtained. Furthermore, the City acknowledges and agrees that it shall comply with the stormwater management system requirements attached as Appendix E to the EMA and as may be incorporated into the RGP. Subject to the limits of Section 768.28 and without waiving its sovereign immunity, City shall defend, indemnify and hold St. Joe harmless from and in respect to any loss, costs, damage or expense as a result of either: (a) the unauthorized filling or impacting of wetlands within or beyond the boundary of the Proportionate Share Mitigation ROW, including but not limited to the impacting of wetlands beyond that permitted hereunder, and agrees to promptly restore the property to its original condition prior to filling or impacting pursuant to the written direction of St. Joe and/or applicable governing authorities or (b) the City's failure to comply with the RGP or EMA including but not limited to the stormwater management requirements of the EMA. Nothing herein shall preempt the City's obligation to obtain a dredge and fill permit for any wetland impacts on the Proportionate Share Mitigation ROW, as required by the Corps.

13. Mitigation. The City shall be solely responsible for all mitigation required for impacts to low quality wetlands and high quality wetlands within the ROW Project area.

Any mitigation credits for impacts to wetlands related to the ROW Project shall be purchased by the City from St. Joe's Breakfast Point Mitigation Bank at 50% of the market price. The City and St. Joe shall enter into a separate agreement for the purchase of mitigation credits at the time the City determines the number of mitigation credits required for the ROW Project, which agreement may expressly permit the contribution of Concurrency Credits in lieu of a cash purchase, in the City's sole discretion. The formula to be used to determine the number of mitigation credits is as follows:

X = High Quality Wetland Impacts

$\underline{X} \times .92 \text{ FU (Functional Unit per the RGP/EMA)} = \underline{\quad} \times \$75,000.00 \text{ (market price of mitigation credit)} = \underline{\quad} \times 50\% = \text{purchase price}$

X = Low Quality Wetland Impacts

$\underline{X} \times .65 \text{ FU (Functional Unit per the RGP/EMA)} = \underline{\quad} \times \$75,000.00 \text{ (market price of mitigation credit)} = \underline{\quad} \times 50\% = \text{purchase price}$

14. St. Joe Cooperation. St. Joe agrees to use its best efforts to cooperate and assist the City in its attempts to obtain environmental permits necessary for the ROW Project as further set forth in Section 12. St. Joe shall, within five (5) days following the date of this Agreement, provide City with copies of all Phase I environmental reports, surveys or other due diligence materials of any nature in its possession (the "Due Diligence Materials"). St. Joe represents that there are no current permits associated with the ROW Project. City shall return the Due Diligence Materials to St. Joe no later than five (5) days following termination of this Agreement.

Part III—Closing Agreement

15. Survey and Title.

a. **Title.** As soon as practicable after legal descriptions of the Proportionate Share Mitigation ROW are completed, St. Joe shall order and deliver to the City a standard form

of ALTA Owner's Title Commitment in an amount to be determined (the "Commitment") covering the Proportionate Share Mitigation ROW to be conveyed, or such larger parcel assessed to St. Joe on the most recent ad valorem tax roll which is reasonably anticipated to cover the final location of the Proportionate Share Mitigation ROW, to be issued by a Title Insurance Company licensed to do business in the State of Florida ("Title Company"), together with copies of all instruments, if any, referred to in the Commitment as exceptions to title. Within thirty (30) days of receipt of the Commitment, together with copies of all documents constituting exceptions to title and Survey, City shall give notice in writing to St. Joe of any defects in or objections so specified. Failure to give such notice shall be a waiver of any defects or objections. If St. Joe elects not to clear the title of defects and objections within forty-five (45) days of receipt of City's objections, the City may either (a) proceed to Closing and take title subject to the defects; or (b) terminate this Agreement and neither party shall have any further obligations hereunder, except for those provisions which expressly survive Closing or the earlier termination of this Agreement.

b. Survey. Upon completion of design plans, the City shall cause to be prepared, at its expense, a boundary survey of the Proportionate Share Mitigation ROW, together with any stormwater ponds which are necessary for the ROW Project. Said boundary survey shall be prepared by a licensed Florida land surveyor ("Survey"). The Survey shall be certified to City, St. Joe and the Title Company.

16. Conveyance of Proportionate Share Mitigation ROW. At Closing, St. Joe agrees to dedicate and convey fee-simple title to the Proportionate Share Mitigation ROW by Special Warranty Deed in substantially the form attached and incorporated as Exhibit B hereto (the "Deed"), free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:

- a. General real estate taxes for the year of closing and subsequent years not yet due and payable;
- b. Any exceptions approved or waived by the City pursuant to this Agreement; and
- c. Any exceptions approved by the City in writing; and
- d. Any exceptions disclosed in the public record.

17. St. Joe's Reservation of Rights. St. Joe reserves perpetual easements upon, under, over and across the Proportionate Share Mitigation ROW for access, maintenance and utilities, in addition to the right to tie into Bay Parkway – Segment 2 with driveways or additional road rights-of-way, or both, provided St. Joe complies with all applicable local, state and federal laws.

18. Closing Costs. Each party shall pay their respective attorney's fees related to this transaction. The City shall pay for the documentary stamps affixed to the deed, recording fees and the Survey. St. Joe shall pay for the following costs:

- a. Title Commitment.
- b. Owner's Title Policy.
- c. Real property taxes shall be prorated and adjusted on the basis of thirty (30) days of each month. St. Joe to be responsible for all days prior to and including the date of Closing. Taxes for all prior years shall be paid by St. Joe. If the Closing shall occur before the tax rate is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, with the proration to be adjusted between the parties based on actual taxes for the year in which Closing occurs at the time such actual taxes are determined.
- d. Assessments, either general or special, for improvements completed prior to the date of Closing, whether matured or unmatured.
- e. Assessments of an annual and continuing nature, such as stormwater assessments, shall be prorated as taxes, as described above.

Part IV—General Provisions

19. Binding Effect. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to all successors in interest to the parties in this Agreement.

20. St. Joe's Representations. As a material inducement to the City to execute and perform its obligations under this Agreement, St. Joe represents and warrants that:

- a. There are no actions, suits, or proceedings (including condemnation) pending or threatened against St. Joe, at law or in equity or before any federal, state, municipal, or other government agency or instrumentality, domestic or foreign which could adversely affect the ability of St. Joe to perform any of its obligations undertaken in this Agreement, nor is St. Joe aware of any facts which to its knowledge might result in any such action, suit, or proceeding, which could adversely affect the ability of St. Joe to perform any of its obligations undertaken in this Agreement.
- b. St. Joe has good, absolute, and indefeasible title to all of the lands encompassing the Proportionate Share Mitigation ROW, held subject to no lease, mortgage, pledge, lien, charge, security interest, encumbrance, or restriction whatsoever not reflected in the Official Records of Bay County.
- c. The entry of this Agreement and St. Joe's performance of its obligations hereunder will not violate or contradict any agreement, judicial decree or federal or state administrative order or permit by which St. Joe is bound.
- d. To the best knowledge of St. Joe's representatives familiar with the property, but without conducting an independent investigation, the Proportionate Share Mitigation ROW is not contaminated with any chemical, material or substance to which exposure is prohibited, limited or regulated by any federal, state, county, local or regional authority or which is known to pose a hazard to health and safety including but not limited to substances regulated as "pollutants" under the Federal Water Pollution Control Act or substances regulated under the Federal Insecticide, Fungicide, and Rodenticide Act, the Federal Resource Conservation and Recovery Act, the Federal Comprehensive Environmental Response, Compensation, and Liability Act, the Federal Oil Pollution Act, the Federal Toxic Substances Control Act, or Chapters 373, 376, or 403 of the Florida Statutes and that the Proportionate Share Mitigation ROW has ever been used as a fill site, dump site, storage site of hazardous substances, livestock farm, manufacturing site of any product, or for any other industrial use.

The forgoing representations and warranties shall be renewed at Closing.

21. Applicable law; jurisdiction; venue; attorneys' fees. This Agreement and the rights and obligations of any party hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter shall be exclusively in Bay County, Florida. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or enforceable by any court of competent jurisdiction, then the remainder

of this Agreement shall be valid and enforceable to the fullest extent permitted by law. In the event it becomes necessary for any party to enforce its rights under the terms of this Agreement then, in that event, the prevailing party(ies) shall be entitled to recover reasonable attorney's fees and court costs, including all trial and appellate litigation.

22. **Joint preparation.** Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be constructed more severely against one of the parties than the other.
23. **Amendment.** No modification, amendment or alteration in the terms of conditions contained herein shall be effective, unless contained in a written document executed by all Parties to the Agreement and approved by the City Council.
24. **Assignment.** No assignment of this Agreement or any rights hereunder shall be made in whole or in part by any party without the express written consent of the other party, which may be withheld in their sole discretion. Notwithstanding the foregoing, St. Joe shall be entitled to utilize the Concurrency Credit, or portions thereof, for development of land owned by St. Joe or a St. Joe subsidiary or an entity in which St. Joe maintains a material ownership interest.
25. **Further assurances.** Each of the parties hereto agrees to execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto without in any manner limiting their specific rights and obligations set forth in this Agreement, the parties thereby declare their intention to cooperate with each other in affecting the terms of this Agreement, and to

coordinate the performance of their respective obligations under the terms of this Agreement.

26. Notices. Any notices or reports required by this Agreement shall be sent to the following:

As to St. Joe:

The St. Joe Company
133 South Watersound Parkway
Watersound, Fl. 32461
Attention: Legal Department

As to the City:

City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413
Attention: City Manager

Draft dated 20190322

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement as of the date set forth above.

THE ST. JOE COMPANY

By: _____

Its: _____

CITY OF PANAMA CITY BEACH

By: _____
Mario Gisbert, City Manager

ATTEST:

Mary Jan Bossert, City Clerk

Exhibit A

(depiction of approximately 52 acres of land to be conveyed to City
as form of proportionate fair share mitigation)

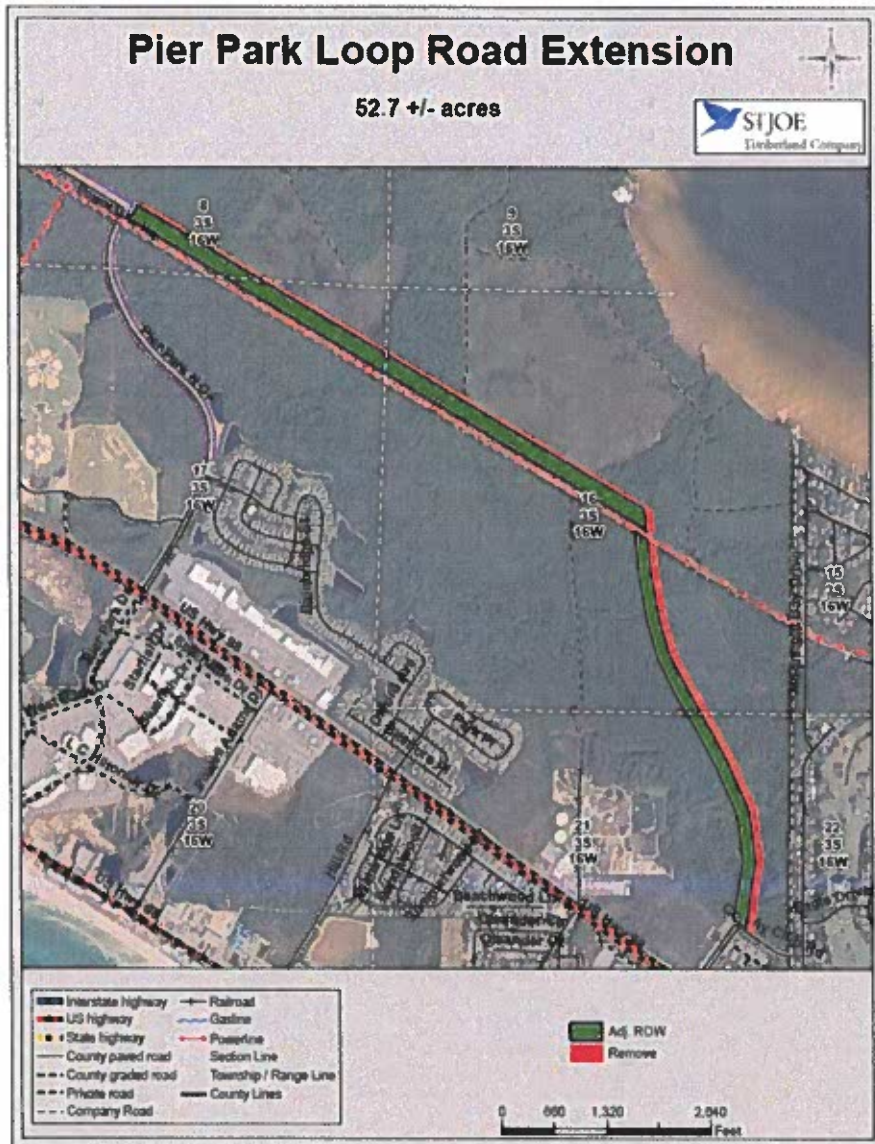


Exhibit B

(form of warranty deed)

THIS DOCUMENT PREPARED
BY AND RETURN TO:
Legal Department
The St. Joe Company
133 S. Watersound Parkway
Watersound, FL 32461

SPECIAL WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2019, by **THE ST. JOE COMPANY**, a Florida corporation, and **ST. JOE TIMBERLAND COMPANY OF DELAWARE, L.L.C.**, a Delaware limited liability company (collectively, “Grantor”), having an address of 133 S. Watersound Parkway, Watersound, FL 32461, in favor of the **CITY OF PANAMA CITY BEACH FLORIDA**, a municipal corporation created and existing under the laws of the State of Florida (“Grantee”), having an address of 110 South Arnold Road, Panama City Beach, Florida, 32413.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee its successors and assigns forever, the following described land, situate, lying and being in the County of Bay, State of Florida (the “Property”), more particularly described on **Exhibit “A”** attached hereto and made a part hereof.

SUBJECT TO: Ad valorem taxes for 2019 and subsequent years, and all dedications, easements, restrictions and other matters of record (together, the “Permitted Exceptions”).

AND Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor (other than claims related to the Permitted Exceptions), its successors and assigns, and not otherwise.

Grantor reserves perpetual easements upon, under, over and across the Property for access, maintenance and utilities, in addition to the right to tie into the Property with driveways or additional road rights-of-way, or both, provided Grantor complies with all applicable local, state and federal laws.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed in its name and its seal to be hereto affixed by its undersigned officer thereunto lawfully authorized the day and year first above written.

Signed, seal and delivered
in the presence of

THE ST. JOE COMPANY,
a Florida corporation

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

STATE OF FLORIDA
COUNTY OF WALTON

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by _____, as _____ of THE ST. JOE COMPANY,
a Florida corporation, on behalf of the corporation, who is personally known to me.

Notary Public

Draft dated 20190322

Signed, seal and delivered
in the presence of

**ST. JOE TIMBERLAND COMPANY OF
DELAWARE, L.L.C.,**
a Delaware limited liability company

Name: _____

By: _____
Name: _____
Title: _____

Name: _____

STATE OF FLORIDA
COUNTY OF WALTON

The foregoing instrument was acknowledged before me this ___ day of _____, 2019,
by _____, as _____ of ST. JOE TIMBERLAND
COMPANY OF DELAWARE, L.L.C., a Delaware limited liability company, on behalf of the
company, who is personally known to me.

Notary Public