

# ITEM NO. 6

Staff comments are noted within the application in **blue**.



# CITY OF PANAMA CITY BEACH

Building and Planning Department

116 S. Arnold Road, Panama City Beach, FL 32413

850-233-5100 ext. 2429

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## LARGE SITE DEVELOPMENT & TNOD

LDC Section 10.02.05

Application Submittal Requirements: LDC Section 10.02.01

Property Owner(s) Name: The St. Joe Company, LLC

Address: 15351 Panama City Beach Pkwy (Property)

City: Panama City Beach State: FL Zip 32413

Email: dan.velazquez@joe.com Telephone: 850-231-7413 Cell: 801-201-7797

Name of Acting Agent: ARCO/Murray

Statement acknowledged before a notary public authorizing the representative to act on behalf of the property owner regarding the application and associated procedures. Attached to the application.

Application Submittal Requirements: LDC Section 10.02.02

Plan or Plat Preparer Name: Dewberry Engineers Inc.

Address: 203 Aberdeen Pkwy

City: Panama City State: FL Zip 32405

Email: jjgibson@dewberry.com Telephone: 850-571-1183 Cell: 850-571-1183

Date of Preparation: 11/22/2023 Date(s) of any modifications: N/A

- Legal Description: (Consistent with the Required Survey) -please attach to application
- Survey (Please provide a survey obtained no more than two (2) years prior to the filing of the application, containing legal description, land area and existing improvements located on the site. Please submit a total of 10 copies.
- A vicinity map showing the location of the property and the Future Land Use Map designation for the property.

### APPLICANTS SIGNATURES:

Dan Velazquez  
Print Name of Applicant

[Signature] 11/20/2023  
Signature Date

\_\_\_\_\_  
Print Name of Applicant

\_\_\_\_\_  
Signature Date

**LDC Section 10.02.05 Additional Submittal Requirements for Large Site Development, TNOD, and PUD Master Plans**

Each application for a **Large Site Development, TNOD, or PUD Master Plan** shall contain the following information:

- A. All information required pursuant to section 10.02.02.
- B. A statement of objectives describing the general purpose and character of the proposed **Development**, including type of structures, **Uses, Lot** sizes and **Setbacks**.
- C. A boundary survey.
- D. Perimeter buffering and landscaping.
- E. General location and size of **Land Uses**.
- F. Type of zoning districts and existing **Uses** abutting the proposed **Development** boundaries.
- G. A detailed, written list and complete explanation of how the proposed **Development** differs from any provision of the **LDC**, including a comparison with the **Lot** and **Building** standards of the underlying zoning district. If the Master Plan is approved, any such difference not listed or explained shall not be recognized or permitted and no such difference shall be implied or inferred.
- H. A detailed explanation of the public benefit which justifies allowing the property owner to deviate from otherwise to deviate from otherwise applicable minimum requirements of the **LDC**.
- I. A timeline for the Development, which addresses the following items:
  - 1. Development phases, if applicable and benchmarks for monitoring the progress of construction of each phase. Wherever applicable, the benchmarks shall include:
    - a. Land Clearing;
    - b. Soil stabilization;
    - c. Construction of each landscaping element of horizontal infrastructure, including, but not limited to, roads, utilities and drainage; and
    - d. Vertical infrastructure and improvements.
  - 2. The Final Development Plan shall be submitted within one (1) year of Master Plan approval. The timeline shall show that construction of the horizontal improvements will be commenced and substantially completed within one (1) year and two (2) years, respectively, after approval of the final development plan; provided that in the event the Development is divided into phases, the timeline shall show that construction of Phase 1 horizontal improvements will be commenced and substantially completed within one (1) year and two (2) years, respectively, after approval of the first final development plan and that the horizontal infrastructure for all remaining phases will be substantially completed within four (4) years after approval of the final development plan.
  - 3. The timeline shall provide that ninety (90) percent of the land area of the Development, excluding horizontal infrastructure, will be built-out to its intended, final Use within ten (10) years of approval of the master plan.
  - 4. Proposed dates for the submittal of progress reports.
- J. Other applicable information as required on the application for **Development** master plan or which the

Applicant may desire to submit to demonstrate satisfaction of the conditions set forth in this **LDC**.

- K.** This section shall not be constructed so as to require detailed engineering or **Site Plan** drawings as a prerequisite to approval by the Planning Board. An applicant may provide a concept plan showing the general types and locations of proposed **Development, Open Space**, conservation areas, etc. (bubble plan); however, detailed drawings and information consistent with the approved master plan will be required prior to approval of a final development plan for any phase(s) of **Development**. In the event that the master plan contains no provision for a particular matter that is regulated in the underlying zoning district or the prior zoning district in the case of PUD generally, then the final development plan approval shall be consistent with both the approved Master Plan and all regulations applicable within the underlying or prior zoning district.
- L.** The applicant must provide evidence of its hosting of a **COMMUNITY MEETING** regarding the proposed application, in the form of notice, sign-up sheet and meeting summary, which meeting and documentation shall conform to the requirements of this section. Evidence of a meeting held more than five months prior to the applicant's submission of an application shall be deemed insufficient to meet this requirement.
- 1. Reasonable Time and Place.** If scheduled other than during a regularly scheduled Association meeting, the meeting shall commence between the hours of 9am and 7:30pm. The meeting shall be held within the City limits, in a facility that will accommodate the attendance and participation of all noticed parties.
  - 2. Notice.** Notice of the meeting shall be provided by the applicant as required by Section 10.03.02 to all owners of surrounding property lying in whole or in part within 300 feet of the boundary of the subject property. The Developer may include notice of the community meeting in the same Neighborhood Notice of the public hearing before the Planning Board required by Section 10.10.01.B.
  - 3. Agenda.** Topics covered in the community meeting shall include, but are not limited to: scale, density, intensity, building heights, setbacks, potential traffic impacts, environmental impacts, stormwater management, lighting, hours of operation and noise.
  - 4. Summary.** The applicant shall prepare or cause to be prepared a written summary of the meeting, which summary shall memorialize the names and interests of persons participating in the meeting; the length of the meeting; the concerns raised by the noticed persons; and any assurances made by the applicant or his or her agents in that meeting regarding the proposed application or development.
  - 5. Physical Attendance by the Applicant Mandatory.** The applicant or applicant's agent of record must be physically present at the meeting to facilitate the presentation of the proposed application and discussion of its impacts. This shall not be construed to prohibit the telephonic or electronic attendance by any person or entity retained by the applicant.

### **Large Site Development in Front Beach Overlay Districts**

- 1. Purpose.** This subsection establishes standards for the Development of large sites located in one or more FBO districts to encourage Development that achieves the following objectives:
  - a.** Improving connectivity between adjacent Developments and reducing reliance on Front Beach Road to carry all east-west traffic;
  - b.** Accommodating parking on internal Local Streets;
  - c.** Supporting bicycling, walking and transit Use;
  - d.** Minimizing traffic speeds;
  - e.** Maintaining a sense of enclosure along the Streets;
  - f.** Ensuring compatibility through design and gradual transitions in height and Development intensity;

- g.** Promoting a compatible mix of Uses that results in greater internal trip capture; and
  - h.** Providing a variety of common areas and outdoor spaces within the Development.
- 2.** Applicability. This section 7.02.03P applies to any Parcel or combination of contiguous Parcels under Common Ownership or Control that encompass five (5) or more acres.
- 3.** Procedure for Large Site Development. Applications for large site Development shall follow the procedures in section 7.02.03Q.1.(b).
- 4.** Street Types and Specifications. Front Beach Road, South Thomas Drive and Arnold Road Street design shall be consistent with the standards established by the CRA in the Front Beach Road Streetscape Design Guidelines Manual. Internal Streets on Parcels abutting Front Beach Road shall be designed and constructed to connect to adjacent properties unless the City finds that the benefits of improved traffic flow, emergency Access and public safety are outweighed by resulting environmental damage or neighborhood disruption. Internal Streets shall comply with section 4.04.04.
- 5.** On-Street Parking. Parking Spaces shall be provided on Streets that are internal to large developments.

## **Proposed Outdoor Recreation and Entertainment Use**

The proposed venue is a premier state of the art sports entertainment venue consisting of a technologically advanced multi-level golf driving range, a full-service restaurant and bar, event space, and entertainment complex. The venue features a +/-38,000 square foot, two-level building housing the restaurant, bar, entertainment and event space including two climate-controlled levels of golf ball hitting bays and an outfield with electronic targets for an inclusive, high-tech golf game that everyone of all ages and skill levels can enjoy.

The following uses shall be allowed as accessory to the regular operation of the outdoor recreation and entertainment venue:

- a. Installation of barrier netting and net poles surrounding the outfield area, not to exceed one hundred-fifty six (156) feet in height above the finished floor elevation of the building.
- b. Installation of two (2) 30'x50' high-definition digital screens, to be located outside of the outfield netting and facing internally towards the building to be used for the operation of the venue.
- c. Installation of a monument sign at the SEC of L C Hilton Jr Drive and Powell Adams Road and at the future entrance connection at the Panama City Beach Parkway.
- d. Installation of approximately 410 SF of wall signage on the front (west) elevation.
- e. Installation of approximately 85 SF of wall signage on the right (south) elevation.
- f. Installation of approximately 85 SF of wall signage on the left (north) elevation.
- g. Installation of an approximately 650 SF, 20 FT tall free-standing sign in the outfield. Such sign will be internally facing only.
- h. Parking for the outdoor recreation and entertainment venue shall be allowed in the amount generally shown on the site plan.
- i. Miniature golf operation as illustrated on the site plan.
- j. Outdoor seating and dining areas as illustrated on the site plan.
- k. Outdoor patio area as illustrated on the site plan.

Exposed or visible lighting strips mounted on the building or around window frames shall be prohibited, with the exception of those associated with the outdoor recreation and entertainment venue. The outdoor recreation and entertainment venue shall be allowed to have exposed LED lighting strips at each hitting bay in conjunction with its regular operation. The exposed LED lighting strips will be mounted directly to the structure above each hitting bay, offset slightly from the edge, and in general conformance with the specifications submitted with the applicant's permit applications. Additionally, exposed colored LED lighting shall be allowed as architectural accent lighting on the exterior of the building for the outdoor recreation and entertainment venue.

Exterior site lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or rights of way. The requirement for cut-off type luminaries shall not extend to the outdoor recreation and entertainment venue, as the proposed outfield lighting will consist of exposed LED light strips directed horizontally towards the outfield playing surface. The outdoor recreation and entertainment venue may adjust the lighting levels of the outfield lights outside of its business hours, except as required for its maintenance operations.

Outdoor storage shall be prohibited, except limited storage for the outdoor recreation and entertainment venue in containerized bins in the general vicinity of designated loading area / maintenance entrance to the building.

The anticipated hours of operation for the venue will be from Sunday-Thursday from 9:00 am – 12:00 am and Friday and Saturday from 9:00 am- 2:00 am.

Staff Comments: The proposed venue has been presented in two separate applications, Large Conditional Use, and a Large Site Development but staff reviewed this as one cohesive development. The staff's conclusion is the proposed entertainment venue is meeting the intent of Pier Park East Development Agreement and the vision for the future mixed use in this area. The recreational entertainment venue along with the described accessory uses, restaurant and mini golf are compatible with the principal structure and allowed in CH zoning. Staff will ensure the landscape, lighting and signage will be reviewed in the development order process.

In conclusion, staff does not have any objections to the proposed two applications Large Site Conditional Use and Large Site Development with modifications.

### Project Description

The master development of parcels 33750-010-000 and 33750-020-000 will occur across multiple phases. The applicant is requesting large site development approval for the first phase of the which includes the development of the +/-11.3 outdoor recreation and entertainment facility, master detention on property to the south, and east-west drive connection to Powell Adams Drive.

The site has a Future Land Use Map designation of "Tourist District" and zoning as indicated below.

#### A. Commercial High Intensity District Requested Conditional Uses

The site is designated as Commercial High Intensity (CH) on the City of Panama City Beach Official Zoning Map and lies within the Front Beach Overlay District (FBO-2). The site development is classified as a Conditional Use within the CH Zoning District and therefore as part of the Large Site Development process, the applicant is requesting approval of the following conditional use:

5.06.02 – Amusements (Not otherwise specified) – The site will contain an outdoor recreation and entertainment facility with bar and restaurant.

#### B. Land Development Code Requested Deviations

The following table is a list of deviations from the Land Development Code (LDC) that are being requested as part of the Large Site Development approval process for the Outdoor Recreation and Entertainment site.

**RESOLUTION 20-69**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH THE ST. JOE COMPANY REGARDING THE DEVELOPMENT OF APPROXIMATELY 78 ACRES LOCATED WEST OF HILLS ROAD.**

**BE IT RESOLVED** that The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and The St. Joe Company relating to the development of approximately 78 acres of land located west of Hills Road, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this 12<sup>th</sup> day of March, 2020.

**CITY OF PANAMA CITY BEACH**

By:



Mike Thomas, Mayor

**ATTEST:**

  
Mary Jan Bossert, City Clerk



## PIER PARK EAST

### DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (herein "Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, by THE CITY OF PANAMA CITY BEACH, FLORIDA, a Florida municipal corporation, acting through its City Council (herein "City"), and The St. Joe Company a Florida corporation, its subsidiaries, affiliates and assigns (herein "Owner"), for the purpose of establishing and binding the Owner's development rights for the Property described herein, and providing assurances to the Owner that upon receipt of appropriate Local Development Orders and Development Permits it may proceed with development subject to the terms and conditions of this Agreement.

#### I. DEFINITIONS

The following definitions shall apply to terms and conditions as used in this Agreement.

1. "Act" and all references to provisions within the Act shall mean the Florida Local Government Development Agreement Act, Sections 163.3220 - 163.3243, Florida Statutes (2019).
2. "Agreement" shall mean this Development Agreement.
3. "Association" shall mean the master owners association which may be formed pursuant to the provisions of Chapter 617, Florida Statutes, and shall include as members the owners of all development within the Project.
4. "City" shall mean Panama City Beach, Florida and its City Council.
5. "City Council" shall mean the governing body of the City.
6. "Development Permit" shall mean any building permit, environmental permit, or other permit, authorization or approval, except a Local Development Order, and any amendments thereto, which may be required by the City or any agency of either the State of Florida or the government of the United States of America in order for the Owner to develop the Property or part of the Property.
7. "Effective Date" shall mean the effective date of this Agreement as specified in Section VIII of this Agreement.
8. "Height" shall mean the ceiling of the highest habitable floor in a building.
9. "Impervious Area" shall mean the area of non-vertical surfaces that do not readily absorb water; as such term is used or intended generally in the context of stormwater management, engineering, or regulation.
10. "Land Development Code" shall mean the City's Land Development Code in effect on the Effective Date of this Agreement.
11. "Local Development Order" means the approval of an application for a site plan, subdivision plat, variance, or rezoning, which does not authorize development without any required Development Permit.

12. "Ordinances" shall refer to the City's ordinances in effect and published in the Panama City Beach Code of Ordinances on the Effective Date of this Agreement. The term includes all land use regulations governing development of land within the City's jurisdiction except in the Land Development Code (defined above).
13. "Owner" shall mean collectively, The St. Joe Company, its subsidiaries, affiliates and assigns, successors in interest and successors in title permitted herein.
14. "Party" or "Parties" shall refer to the City and the Owner.
15. "Plan" shall mean the Panama City Beach Comprehensive Plan adopted by the City in October, 2009 pursuant to Chapter 163, Part II, Florida Statutes, as it has been amended from time to time, which is in effect on the Effective Date of this Agreement.
16. "Project" shall mean the overall development of the Property subject to the provisions and limitations of this Agreement.
17. "Property" shall mean the real property legally described in Exhibit "A" attached hereto and incorporated herein.
18. "Roadways" shall mean all roads and streets internal to the Project.
19. "State" shall refer to the State of Florida.
20. "Term" shall mean the term of this Agreement as set forth in Section VI.

## II. RECITALS

WHEREAS, the intent of the "Florida Local Government Development Agreement Act" as expressed in Section 163.3220, Florida Statutes, is as follows:

- (1) The Legislature finds and declares that:
  - (a) The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning.
  - (b) Assurance to a developer that upon receipt of his or her development permit or brownfield designation he or she may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development.
- (2) In conformity with, in furtherance of, and to implement the Community Planning Act and the Florida State Comprehensive Planning Act of 1972, it is the intent of the Legislature to encourage a stronger commitment to comprehensive and capital facilities planning, ensure

the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

- (3) This intent is effected by authorizing local governments to enter into development agreements with developers subject to the procedures and requirements of Sections 163.3220 - 163.3243, Florida Statutes; and

WHEREAS, the encouragement of an attractive and functional mix of living, working, shopping, and recreational activities is an expressed policy of the State and the City pursuant to Section 187.201(15), Florida Statutes; and

WHEREAS, the application of innovative and flexible planning and development strategies and creative land use planning techniques such as clustering and mixed-use development are clearly encouraged and contemplated by the State and the City pursuant to Section 163.3177(1), Florida Statutes; and

WHEREAS, the Owner desires for the Property to be developed as a mixed-use Development which may include a combination of the uses currently permitted within the Tourist Future Land Use Map Category and the Commercial High Intensity CH zoning district; and

WHEREAS, the Project has been conceptually designed to contain a cohesive mix of uses including, but not limited to, retail, entertainment center, hotel, and residential uses; and

WHEREAS, since such development demands both a significant investment of the Owner's time and a significant expenditure of the Owner's funds, the Owner is desirous of agreeing upon, and reducing to contractual terms, the existing development rights of the Owner with regard to the Property; and

WHEREAS, it is in the best interests of the City and the citizens of the City that the development of the Property be completed in a planned and orderly fashion, giving consideration to the subjects addressed in this Agreement; and

WHEREAS, the Owner and the City have agreed upon terms and conditions relating to the development of the Property and the Owner's development rights which are acceptable to the Owner and to the City and the Owner and City deem it appropriate that the terms and conditions of their agreements be reduced to written form; and

WHEREAS, the Act provides a vehicle for the Owner and the City to document the assurances sought by each; and

WHEREAS, pursuant to the requirements of Section 163.3225, Florida Statutes, the City has held the two required public hearings with respect to this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2020, and the \_\_\_\_\_ day of \_\_\_\_\_, 2020, with notice of such hearings having been provided as required by law, and has considered the public comments and record of such public hearings.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable considerations, the Owner and the City agree:

### **III. FINDINGS**

1. The foregoing Definitions and Recitals are correct and complete and are incorporated herein.

2. The Owner holds legal and equitable title to the Property.
3. The Property consists of approximately 76.98 acres designated as of the Effective Date on the Future Land Use Map in the Plan as "Tourist," as shown on attached and incorporated Exhibit "B," and zoned as of the Effective Date as Commercial High Intensity (CH). A portion of the Property is located within the FBO-2 Overlay District.
4. The Owner intends to proceed with development in accordance with the densities, intensities and building heights (and limits) specified in this Agreement and the uses permitted and set forth in this Agreement. Upon reliance on this Agreement, Owner will expend substantial sums of money for developing the site.
5. The Owner acknowledges that it has initiated the request that the City enter into this Agreement; that the terms and conditions of the Agreement incorporate proposals made by the Owner and agreed to by the City; and that the City has not required the Owner to draft or enter into this Agreement.
6. The public hearings notices, procedures, and conditions required by the Act relating to the Agreement have been held and met.

#### **IV. AUTHORITY**

Execution of this Agreement is expressly authorized by Section 163.3223, Florida Statutes.

#### **V. PUBLIC HEARINGS**

Public hearings required to enter into, amend or revoke this Agreement have been or shall be advertised and held in accordance with the provision of Section 163.3225, Florida Statutes.

#### **VI. STATUTORY REQUIREMENTS**

Required provisions to be included within this Agreement, as set forth in Section 163.3227 of the Act, are hereinafter addressed as follows:

1. Legal Description. The legal description of the Property is attached as Exhibit "A".
2. Duration of the Agreement. The Term of this Agreement shall be ten (10) years from the Effective Date, unless otherwise terminated or extended by mutual consent of the Parties or in accordance with either applicable law or the provisions of this Agreement. The City shall have the option to unilaterally terminate this Agreement if an application for a Local Development Order for the entire Property has not been filed within four (4) years of the Effective Date of this Agreement, or physical development of the Property pursuant to a Development Permit has not commenced within two (2) years after the filing of an application for a Local Development Order and been continued in a manner consistent with the economic conditions of the community as a whole as opposed to the value or development potential of the Property individually.

3. Development Rights and Uses. During the Term of this Agreement and whenever Owner is not in breach of any material covenant of this Agreement, the City hereby agrees that:

(a) The Owner shall have the right to proceed with development of that portion of the Property shown upon Exhibit "C," for the uses currently permitted in Commercial High Intensity (CH) zones under the Land Development Code, subject always to the terms and conditions of this Agreement; provided, however, that Owner's right to proceed with such development is conditioned upon the Owner having first obtained all Local Development Orders and Development Permits required for the development. The density and intensity and heights set out below in subsection (e) are the maximum that will be allowed. The Owner may, in its sole discretion, apply for more limited amount of development. At the termination of this Agreement, by the passage of time or otherwise, any unused density or intensity that is not authorized by an appropriate Local Development Order is released and may be included by the City in any determination of average density.

(b) Whenever Owner is not in breach of any material covenant of this Agreement, the Owner is entitled to apply for Local Development Orders and Development Permits required to carry out the development substantially as described in this Agreement.

(c) The City will review Owner's application for a Local Development Order and Development Permit issued under the City's jurisdiction for the Project pursuant to the Plan and Ordinances, and pursuant to the City's Land Development Code in effect on the date of filing such applications (except as provided in subsection (d) below). In the event of any conflict or inconsistency between this Agreement and the Plan and ordinances identified above, this Agreement shall control. Ordinances or regulations adopted after the Effective Date of this Agreement shall not preclude the Owner from developing the uses specifically allowed in this Agreement at the densities, intensities, building height, and other development parameters specified herein.

(1) Master Stormwater Review. As part of the master planning process, the developer will coordinate with a stormwater and watershed management consultant (the "Consultant"), as selected by the City. The developer will provide a site plan consisting of the following:

i. Master stormwater consisting of off-site flow, pond locations, discharge points, and outfall location

ii. Impervious Surface Ratio (ISR)

The Consultant will use that information to update the floodplain model and determine if the proposed ISR maintains the floodplain standards. Once the Consultant has completed their review and provided a recommendation on the overall site plan, the City will be able to process the individual development orders within the site plan without further floodplain review. The Consultant will no longer be required to analyze on a project by project basis in order to receive project approval; instead the model can be updated when approved DO plans have been issued.

(d) Changes to Comprehensive Plan and Land Development Code. Except as specifically provided herein, the City's Comprehensive Plan and Land Development Code in effect on the effective date of this Agreement as they specify the land use, building height, density and intensity of the land

use shall apply to the Property for the duration of this Agreement. Changes to the Comprehensive Plan or the Land Development Code adopted or enacted after the Effective Date of this Agreement, shall apply except as such changes modify the land uses permitted by the current Comprehensive Plan and Land Development Code or restrict the building height, densities or intensities of the development outlined in this Agreement, provided, that, the City conducts a public hearing and determines: a) the proposed changes are not in conflict with the laws and policies governing this Agreement and do not prevent development of the land uses, intensities, or densities in this Agreement; b) the proposed changes are essential to the public health, safety, or welfare, and expressly state they shall apply to a development that is subject to this Agreement; c) the proposed changes are specifically anticipated and provided for in this Agreement; d) the City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement, or (e) [the development agreement is based on substantially inaccurate information supplied by the developer](#). The Owner and the City may enter into mutual, written agreements making later adopted plan amendments or regulations applicable to the Property without the necessity of amending this Agreement.

(e) The following buffer, density, intensity, and building height limitations shall apply to the Property;

(1) Density and Intensity. The maximum density for residential use shall be forty-five (45) dwelling units per acre as provided in the currently adopted (December 12, 2019) Land Development Code for CH zones. Density shall not be reduced or limited in any way by a determination of average density that includes development outside the Property. Intensity shall be limited to a maximum floor area ratio of 80% as provided in the Plan, Ordinances or Land Development Code for CH zones adopted December 12, 2019.

(2) Front Beach Overlay Building Height. Development within the Front Beach Overlay-2 (FBO-2), as depicted on Exhibit "B", shall be limited to 45 feet in height.

(3) Building Height. Development on the remainder of the Property, outside of FBO-2, as depicted on Exhibit "B", shall be limited to a height of 65 feet.

(4) Buffer. A landscape buffer shall be required where property outside of the Project is zoned residential and is directly adjacent to commercial uses within the Project boundary. The minimum buffer width shall be 20 feet and be planted with one large or medium tree for each 60 linear feet of property on the boundary separating the adjacent Uses. No buffer shall be required internal to the Project.

(5) Development Not a Non-Conforming Use. The Parties acknowledge and agree that development of the Property under the terms and conditions of this Agreement shall not be deemed to be a non-conforming use during the Term.

(f) Owner acknowledges its responsibility, and agrees, to satisfy any transportation proportionate fair share obligation imposed upon it by law in effect at the time of issuance of a Development Order.

4. Impact Fees and Assessments. All development on the Property shall be subject to such impact fees at such rates as may be imposed by the City from time to time.

(a) If during the term of this Agreement, the City of Panama City Beach Community Redevelopment Agency or City of Panama City Beach completes an expansion of Hills Road, which abuts the eastern boundary of Owner's Property, and no dispute exists between the Parties, Owner agrees to dedicate to the City a 34' right-of-way along the western side of Hills Road in exchange for the granting of concurrency credits, including, but not limited to, credits for any transportation proportionate fair share obligation of the Owner, in favor of Owner. The proposed right-of-way consists of approximately 1,896.64 LF, for a total of 1.4804 acres and is shown on the attached Exhibit "D". In the event the City doesn't move forward with the expansion of Hills Road, or is no longer acting in good faith of the agreement herein, Owner shall retain ownership of the right-of-way and pay the then applicable impact fees.

(b) There shall be no exemption from special assessments or user fees in favor of the Owner.

5. Permits Required by State or Federal Agencies. Any state or federal permits required to commence development of the Property shall be obtained prior to the start of construction.

6. Description of Public Facilities. Public facilities needed to service development authorized by this Agreement, the providers, the dates any new facilities will be constructed, and a schedule to assure that public facilities are available concurrent with the impacts of development are as follows:

(a) Potable Water Service. Subject to the City's ordinances, policies, rules and regulations established from time to time and consistently applied, retail potable water service will be supplied to the Project by the City. Owner will construct or cause to be constructed all necessary water service infrastructure within the Project in accordance with reasonable engineering standards established from time to time by the City and the Florida Department of Environmental Protection. The water service infrastructure within the Project will be ultimately owned and maintained by the Owner or the Association, unless dedicated to and accepted by the City in the City's sole discretion. If the infrastructure is owned and maintained by the Association, the Association must have the power to assess members of the Association for the ongoing maintenance of the water service infrastructure and to impose liens on all of the Property and all lots, parcels and units within the Project to secure the payment of such assessments. Owner's reservation of water service to be available to such Units is conditioned upon Owner purchasing from City an adequate number of water and sewer taps at then-current rates to service the number of such Units to be constructed. Owner agrees that potable water availability and service shall be subject to Panama City Beach Code Section 23-31 (2003) entitled Capacity Reservation and Developer Improvements (see Section 23-31 (2003)).

(b) Wastewater Collection, Transmission, Treatment, and Disposal. Subject to the City's ordinances, policies, rules and regulations established from time to time and consistently applied, retail wastewater treatment and disposal services will be supplied to the Project by the City. Owner will construct or cause to be constructed all necessary wastewater collection and transmission infrastructure within the Project in accordance with reasonable engineering standards established from time to time by the City and the Florida Department of Environmental Protection. The wastewater collection and transmission infrastructure within the Project will be ultimately owned and maintained by the Owner or the Association unless dedicated to and accepted by the City, in the City's sole discretion. If the wastewater collection and transmission infrastructure is owned and maintained by the Association, the Association must have the power to assess members of

the Association for the ongoing maintenance of the infrastructure and to impose liens upon all of the Property and all lots, parcels and units within the Project to secure the payment of such assessments. Owner's reservation of wastewater treatment and disposal service to be available to Units in the Project is conditioned upon Owner purchasing from City an adequate number of water and sewer taps at then-current rates to service the number of Units to be constructed. Owner agrees that the availability of wastewater treatment capacity and service shall be subject to Panama City Beach Code Section 23-31 (2003) entitled Capacity Reservation and Developer Improvements (see Section 23-31 (2003)).

- (c) Roadways. Owner will construct or cause to be constructed all Roadways and vehicular access areas in accordance with reasonable engineering standards established from time to time by the City based upon the nationally accepted standards found in "A Policy on Geometric Design of Highways and Streets, 7th ed., 2018 American Association of State Highway and Transportation Officials (AASHTO)", commonly known as the "Green Book." All such roadways shall be owned and maintained by the Owner, and eventually by the Association. The Association must have the power to assess its members for the ongoing maintenance of the internal roadways and to impose liens on all of the Property and all lots, parcels and units within the Project to secure the payment of such assessments. Roadways and vehicular access areas internal to the Project may, but are not required to be, constructed of pervious and semi- pervious materials, such as pervious asphalt, provided that such materials are not loose or frangible, such as gravel. Any portion of a Roadway or vehicle access area constructed on a public right of way, such as the connection apron between an off-site street and the Roadway, shall be constructed of solid material reasonably acceptable to the City. Roadways shall be constructed with a minimum pavement width of 22 feet measured from edge of pavement to edge of pavement, provided, however, that in no event shall a Roadway, in the reasonable judgment of the City, be such that it will not accommodate emergency vehicles, e.g., fire trucks, ambulances.
- (d) Pathways. Sidewalks, paths, trails and other non-vehicular pathways may be constructed of compacted soil, white clay, limestone, concrete, pavers, asphalt and other materials selected by the Owner provided that they are privately maintained. Owner agrees to provide sidewalks of the material and size included in any redevelopment plan associated with the Front Beach Road Community Redevelopment Agency.
- (e) Stormwater/Drainage. All stormwater runoff and drainage system improvements within the Property will be: (i) designated by Owner in accordance with reasonable engineering standards established from time to time by the City and the Florida Department of Environmental Protection, (ii) constructed or caused to be constructed by Owner, and (iii) owned and maintained by Owner or the Association, unless dedicated and accepted by the City in the City's sole discretion. The City will not be responsible for any construction or maintenance costs associated with the stormwater/drainage system within the Property. In the event that the onsite stormwater/drainage system is not dedicated to and accepted by the City, in the City's sole discretion, the stormwater drainage system will be owned and maintained by the Owner or the Association which must have the power to assess members of the Association for the ongoing maintenance of the stormwater drainage system, and to impose liens upon all of the Property and all lots, parcels and units within the Project to secure the payment of such assessments.



- (f) Reclaimed Water for Irrigation. Subject to the City's ordinances, policies, rules and regulations established from time to time and consistently applied, retail reclaimed water service for irrigation will be supplied to the Project by the City. Owner will construct or cause to be constructed, all necessary infrastructure for distribution of reclaimed water for irrigation infrastructure within the Project in accordance with reasonable engineering standards established from time to time by the City and the Florida Department of Environmental Protection. The infrastructure for distribution of reclaimed water for irrigation infrastructure within the Project will be ultimately owned and maintained by the Owner or the Association unless dedicated to and accepted by the City, in the City's sole discretion. If the infrastructure for distribution of reclaimed water for irrigation infrastructure is owned and maintained by the Association, the Association must have the power to assess members of the Association for the ongoing maintenance of the infrastructure for distribution of reclaimed water for irrigation infrastructure and to impose liens upon all of the Property and all lots, parcels and units within the Project to secure the payment of such assessments. Owner's reservation of reclaimed water for irrigation in the Project is conditioned upon Owner purchasing from City an adequate number of taps to service the number of such Units to be constructed.
  - (g) Solid Waste Collection. All solid waste collection within the Project will be supplied by private contract, unless the City shall establish a mandatory garbage collection system in which case solid waste collection would then be supplied in accordance with that system.
  - (h) Other Utility Services. All utilities, not otherwise covered in this paragraph 6, including telephone, cable and electricity will be supplied directly by the applicable utility companies. The City will not be responsible for any construction, maintenance or provision of any such utility services. Telephone, cable, and electricity will be scheduled to be supplied to various areas of the Project as improvements are constructed requiring the services.
  - (i) Recreational Facilities. Any recreational areas to be constructed as part of the Project for residents and guests of the Units to be constructed on the Property will be constructed as part of the Project, and constructed or caused to be constructed by the Owner and maintained by the Owner or the Association. The City will not be responsible for providing, constructing or maintaining any of the recreational facilities to be constructed as a part of the Project.
  - (j) Educational Facilities. Subject to the City's ordinances, policies, rules and regulations established from time to time and consistently applied, educational facilities will be supplied to the Project by the Bay District School system. A school impact analysis will be conducted at the time of development order application for residential development.
  - (k) The Parties agree that any new facilities required to serve the Project will be constructed as part of the development. The facilities will serve and will be available concurrent with the impact of development.
7. The Association and Sub-Associations. In addition to the Association, the Owner reserves the right to form, or cause to be formed, homeowners associations, condominium associations or other sub-associations which would be applicable only to certain portions of the Project.
8. Consistency With Comprehensive Plan and the City's Land Use Regulations.

- (a) The City hereby finds and confirms that, subject to this Agreement becoming effective upon final approval of the related and concurrent large scale Plan amendment and rezoning of the Property, the density, intensity, building heights, and all other terms and conditions of development as set forth in this Agreement are consistent with the Panama City Beach Comprehensive Plan and the uses permitted by the City's Land Development Code. During the Term, all development that conforms to this Agreement shall be lawfully conforming development as to height, density and intensity and use, regardless of any later amendments to the building height, density or intensity standards or uses permitted in the Plan, or Land Development Code. Notwithstanding the foregoing, City reserves the right to deny any Development Permit which does not meet concurrency requirements for roads, potable water, wastewater, solid waste, stormwater or recreation as specified in the Plan.
  - b) The Parties acknowledge that the City has adopted a Transportation Concurrency Exception Area ("TCEA") that include the Property. Owner shall be entitled to take full advantage of the TCEA in the same manner as any other property owner, provided that Owner makes any proportionate share payment required from time to time by the City to implement the TCEA.
9. Compliance With All Applicable Permit and Approval Requirements. The Owner hereby acknowledges and agrees that the failure of this Agreement to address a particular permit condition, term, restriction, approval, or requirement with respect to the development of the Project, shall not relieve the Owner of the necessity of complying with the law governing said permitting requirements, condition, term, or restriction, or obtaining any applicable permit or approval prior to initiating any part or phase of the development of the Property for which such permit or approval may be required subject in all respects to Owner's right to complete the full development authorized by this Agreement.
10. Timing of Development. The City acknowledges that the most efficient development of the Property depends upon numerous factors, such as market demand, interest rates and competition. Accordingly, the timing and sequencing of development shall be as determined by the Owner consistent with this Agreement.

## **VII. LOCAL LAWS AND POLICIES**

The City's laws and policies governing development of the land at the time of the execution of the development agreement shall govern the development of the land for the duration of the development agreement. However, this Agreement specifically anticipates and provides that the City may apply certain subsequently adopted Land Development Code to the development of the Property, as identified in this Agreement; provided, however, that Owner is entitled to apply for a Development Order and all Development Permits required to carry out the maximum development substantially as described in this Agreement. Other subsequently adopted ordinances and policies may be applied to the development that is the subject of this Agreement as provided in Section 163.3233(2)(a), (b), (c), (d), and (e), Florida Statutes (2019); provided, however, that no subsequently adopted law or policy shall be construed to render any development to which the Owner is entitled under this Agreement or a validly issued Development Order nonconforming during the Term. Nothing set forth in this Section VII shall act to abrogate any rights which may vest in the Owner with respect to the development of the Property pursuant to common law.

### **VIII. RECORDING AND EFFECTIVE DATE**

Within fourteen (14) days after the City executes this Agreement with the Owner, the City shall cause this Agreement to be recorded in the Official Records of Bay County, Florida. A copy of the recorded Agreement shall be submitted to the State Department of Economic Opportunity within fourteen (14) days after the Agreement is recorded. A copy of the recorded Agreement shall also be provided to the Owner. This Agreement shall not be effective until (a) it has been recorded in the Official Records of Bay County, Florida, and (b) until thirty (30) days have elapsed after this Agreement has been received by the State Department of Economic Opportunity, and (c) the related and concurrent large scale Plan amendment and rezoning of the Property have both become finally effective. If this Agreement does not become effective on or before \_\_\_\_\_, 2020, it shall terminate, expire and be of no further force and effect. This Agreement shall be binding upon and shall benefit and inure to the successors in interest of the Parties to this Agreement.

### **IX. ASSIGNMENT OF DEVELOPMENT RIGHTS AND OBLIGATIONS**

The City acknowledges that the Owner has the right at any time to assign some or all of its rights in this Agreement, together with the development rights and obligations established herein, to third-party owner(s) and developer(s) of the Property, provided that any such assignee third party owner(s) and developer(s) shall be bound to develop the Property in accordance with the provisions of this Agreement. In the event that the Owner assigns its rights in this Agreement to third party owners and developers, then the Owner shall record a Notice of Assignment of Development Agreement Rights (“Notice of Assignment”) in the Official Records of Bay County, Florida, specifying i) the densities and intensities assigned to the third party owners and developers; and, ii) identifying with a sketch and legal description the land to which the densities and intensity have been transferred; and iii) the densities and intensities retained by the Owner and or previously assigned to other third party owners and developers. In addition to recording the Notice of Assignment in the Official Records of Bay County, Florida, the Owner shall provide the Notice of Assignment to the City in accordance with section XI of this Agreement. The City and the Owner acknowledge that, in accordance with Section 163.3239, Florida Statutes (2019), the burdens of this Agreement and the benefits of this Agreement shall inure to the benefit of and be binding upon all of the successors in interest to the Parties to this Agreement.

### **X. DISPUTE RESOLUTION**

1. Notice of Default. The City agrees to use its best efforts to promptly notify the Owner of any breach of a material covenant under this Agreement, provided that the failure to do so shall not constitute a waiver of the same or of any subsequent breach, or affect any remedy available to the City.
2. Mediation. The Parties will attempt in good faith to resolve by mediation any controversy or claim of any kind or nature arising out of or relating to this Agreement prior to the commencement of any litigation. If the Parties are unable to agree upon a mediator to serve, the mediator shall be selected by the Chief Judge of the Circuit Court of the First Judicial Circuit of the State of Florida, upon

application being made by either party. The mediation shall be set by the mediator. The mediation process shall be concluded within 30 days after the mediator is selected, unless extended for good cause by the mediator. In the event that any such dispute cannot be resolved by mediation after a good faith effort by both Parties, either party may seek relief in the Circuit Court of the Fourteenth Judicial Circuit, in and for Bay County, Florida.

3. Remedies. Following unsuccessful mediation, the affected party shall be entitled to pursue all remedies available at law or in equity as shall be necessary to achieve the intent of this Agreement, including without limitation, the right to obtain specific performance and mandatory injunction, rescission, and the right to such other remedy or remedies as the court having jurisdiction deems appropriate. None of these remedies shall be deemed exclusive of one another or exclusive of any other remedy which the court having jurisdiction deems appropriate. Such remedies shall be granted either singularly, or in combination, and to the extent necessary to achieve the intent of the Agreement.
4. Upon a breach of a material covenant under this Agreement which also is a violation of a Development Permit issued by the City, the City shall have all rights and remedies accorded to it under general law with respect to such Development Permit. The provisions of this paragraph are cumulative to any other remedy available to the City.
5. Estoppel Certificate. At any time and from time to time, the Owner may request from the City a certificate acknowledging that proposed or constructed facilities, or proposed or finalized documents, comply with specific provisions of this Agreement. Upon the receipt of such request, the City shall have fifteen (15) working days to either issue such certificate or request such additional information or documentation as it may deem appropriate or, necessary to make the requested certificate. In lieu of such additional information or documentation, the Owner may request that the City make stated assumptions in its certificate regarding the matters which would be elicited by such additional information or documentation. Upon receipt of any requested additional information or documentation, or the Owner's request that the City make certain assumptions in lieu of such documentation, the City shall promptly (and in no event more than fifteen (15) working days after such receipt) prepare a certificate stating whether or not the proposed or constructed facilities or the proposed or finalized documents comply with the specified provisions of this Agreement. The City shall be estopped from taking a position inconsistent with such certificate.

## **XI. NOTICES**

Any notices required or elected to be given by either of the Parties pursuant to the terms of this Agreement shall be deemed effectively provided when (1) placed in the United States Mail, Certified Mail Return Receipt Requested, (2) placed in the hands of an overnight delivery service e.g. Federal Express, Airborne Express, (3) telefaxed to Parties, or (4) hand delivered to the Parties at the addresses and telefax numbers provided below.

TO OWNER:

Jorge Gonzalez  
Chief Executive Officer  
The St. Joe Company  
133 South Watersound Parkway

Watersound, Florida 32461  
Telephone: (850) 231-6400  
Fax (850) 231-6595

WITH A COPY TO: Elizabeth J. Walters  
SVP, General Counsel & Secretary  
The St. Joe Company  
133 South Watersound Parkway  
Watersound, Florida 32461  
Telephone: (850) 231-6575  
Fax: (850) 231-0694

TO CITY: City of Panama City Beach  
Attn: City Manager  
17007 Panama City Beach Parkway  
Panama City Beach, FL 32413  
Telephone: (850) 233-5100  
Fax (850) 233-5108

WITH A COPY TO: Amy E. Myers, City Attorney  
16901 Panama City Beach Parkway, 3<sup>rd</sup> Floor  
Panama City Beach, FL 32413  
Telephone (850) 769-3434  
Fax (850) 769-6121

These addresses may be changed by either of the Parties by written notice to the other party.

## **XII. MISCELLANEOUS**

1. Amendment. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by all Parties hereto after notice required by law.
2. Headings. The headings of the sections and paragraphs in this Agreement are for convenience of the reader and do not control the meaning of the provision of this Agreement.
3. Severability. If any provision of this Agreement is declared invalid or unenforceable in a court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect.
4. Drafting. Both Parties have participated in the drafting and preparation of this Agreement and the provisions hereof shall not be construed for or against any party by reason of authorship.

5. Cost and Expenses. Simultaneously with the execution of this Agreement, Owner shall pay the City the sum of \$ \_\_\_\_\_ to cover the City's costs and expenses of entering into this Agreement.

6. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided. Neither the failure or any delay by any party hereto in exercising any right or power under this Agreement nor any course of dealing between the City, on the one hand, and the Owner or its permitted assignee, on the other hand, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other of further exercise of such right or power or the exercise of any other right or power.

IN WITNESS WHEREOF, the Parties have set their hands and seals on the day and year first written above.

Signed, Sealed and delivered in the presence of:

**THE ST. JOE COMPANY**

\_\_\_\_\_  
Witness  
Print Name \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Witness  
Print Name \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_ as \_\_\_\_\_ of THE ST. JOE COMPANY, a Florida corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

[Notary Seal]

**THE CITY OF PANAMA CITY BEACH, FLORIDA**

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_ as \_\_\_\_\_ of THE CITY OF PANAMA CITY BEACH, FLORIDA, a Florida municipal corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

[Notary Seal]





EXHIBIT "A" Legal Description

A PARCEL LYING IN SECTIONS 20 AND 21, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A NAIL AND DISK (NO. 3961) MARKING THE NORTHEAST CORNER OF WALMART AT PIER PARK EAST SUBDIVISION, AS RECORDED IN PLAT BOOK 24, PAGE 65, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; SAID POINT ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 98 (STATE ROAD 30-A, 200' R/W); THENCE PROCEED SOUTH 54 DEGREES 11 MINUTES 29 SECONDS EAST, ON SAID SOUTH RIGHT OF WAY, FOR A DISTANCE OF 881.90 FEET TO A FOUR INCH SQUARE CONCRETE MONUMENT AND THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF HILL ROAD (66' R/W); THENCE LEAVING SAID SOUTH RIGHT OF WAY, PROCEED SOUTH 27 DEGREES 18 MINUTES 43 SECONDS WEST, ON SAID WEST RIGHT OF WAY, FOR A DISTANCE OF 1,880.28 FEET TO A 5/8 INCH IRON ROD (NO. 7070); THENCE SOUTH 31 DEGREES 43 MINUTES 13 SECONDS WEST, ON SAID WEST RIGHT OF WAY, FOR A DISTANCE OF 16.41 FEET TO A FOUR INCH SQUARE CONCRETE MONUMENT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 20; THENCE LEAVING SAID WEST RIGHT OF WAY, PROCEED NORTH 86 DEGREES 13 MINUTES 56 SECONDS WEST, ON SAID SOUTH LINE, FOR A DISTANCE OF 1,894.52 FEET TO A POINT ON THE NORTH LINE OF AQUA CONDOMINIUMS, AS RECORDED IN OFFICIAL RECORDS BOOK 2933, PAGE 1829, OF THE PUBLIC RECORDS OF BAY COUNTY; THENCE LEAVING SAID SOUTH LINE, PROCEED NORTH 57 DEGREES 57 MINUTES 06 SECONDS WEST, ON SAID NORTH LINE AND THE WESTERLY PROJECTION THEREOF, FOR A DISTANCE OF 66.55 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF FIRST AVENUE (35' R/W); THENCE SOUTH 32 DEGREES 09 MINUTES 30 SECONDS WEST, ON SAID WEST RIGHT OF WAY, FOR A DISTANCE OF 35.84 FEET TO A 5/8 INCH IRON ROD (NO. 6745) ON THE AFORESAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 20; THENCE LEAVING SAID WEST RIGHT OF WAY, PROCEED NORTH 86 DEGREES 13 MINUTES 56 SECONDS WEST, ON SAID SOUTH LINE, FOR A DISTANCE OF 9.87 FEET TO A POINT ON THE EAST LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2540, PAGE 172, OF THE PUBLIC RECORDS OF BAY COUNTY; THENCE LEAVING SAID SOUTH LINE, PROCEED NORTH 00 DEGREES 39 MINUTES 54 SECONDS EAST, ON SAID EAST LINE, FOR A DISTANCE OF 48.01 FEET TO A 5/8 INCH IRON ROD (NO ID.) ON THE SOUTHEASTERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3557, PAGE 309 OF THE PUBLIC RECORDS OF BAY COUNTY; THENCE LEAVING SAID EAST LINE, PROCEED ALONG THE SOUTHEASTERLY AND NORTHEASTERLY BOUNDARY LINES OF SAID PARCEL AS FOLLOWS: THENCE NORTH 32 DEGREES 18 MINUTES 17 SECONDS EAST, FOR A DISTANCE OF 458.55 FEET TO A 5/8 INCH IRON ROD (NO ID.); THENCE NORTH 57 DEGREES 42 MINUTES 35 SECONDS WEST, FOR A DISTANCE OF 160.54 FEET TO A 5/8 INCH IRON ROD (NO ID.) ON THE SOUTHEASTERLY LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3557, PAGE 309, OF THE PUBLIC RECORDS OF BAY COUNTY; THENCE LEAVING SAID NORTHEASTERLY LINE, PROCEED NORTH 32 DEGREES 18 MINUTES 37 SECONDS EAST, ON SAID SOUTHEASTERLY LINE, FOR A DISTANCE OF 837.78 FEET TO A 5/8 INCH IRON ROD (NO. 3961) MARKING THE SOUTHWEST CORNER OF AFORESAID WALMART AT PIER PARK EAST SUBDIVISION; THENCE LEAVING SAID SOUTHEASTERLY LINE, PROCEED SOUTH 86 DEGREES 00 MINUTES 43 SECONDS EAST, ON THE SOUTH LINE OF WALMART AT PIER PARK EAST SUBDIVISION, FOR A DISTANCE OF 949.13 FEET TO A 5/8 INCH IRON ROD (NO ID.) MARKING THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE LEAVING SAID SOUTH LINE, PROCEED ALONG THE EAST LINE OF SAID SUBDIVISION AS FOLLOWS: THENCE NORTH 32 DEGREES 18 MINUTES 25 SECONDS EAST, FOR A DISTANCE OF 858.97 FEET TO A 5/8 INCH IRON ROD (NO. 3961); THENCE SOUTH 57 DEGREES 37 MINUTES 44 SECONDS EAST, FOR A DISTANCE OF 32.36 FEET TO A 5/8 INCH IRON ROD (NO. 3961); THENCE NORTH 35 DEGREES 23 MINUTES 26 SECONDS EAST, FOR A DISTANCE OF 243.41 FEET TO THE POINT OF BEGINNING. CONTAINING 76.983 ACRES, MORE OR LESS.

EXHIBIT "B" Future Land Use Map – Front Beach Overlay

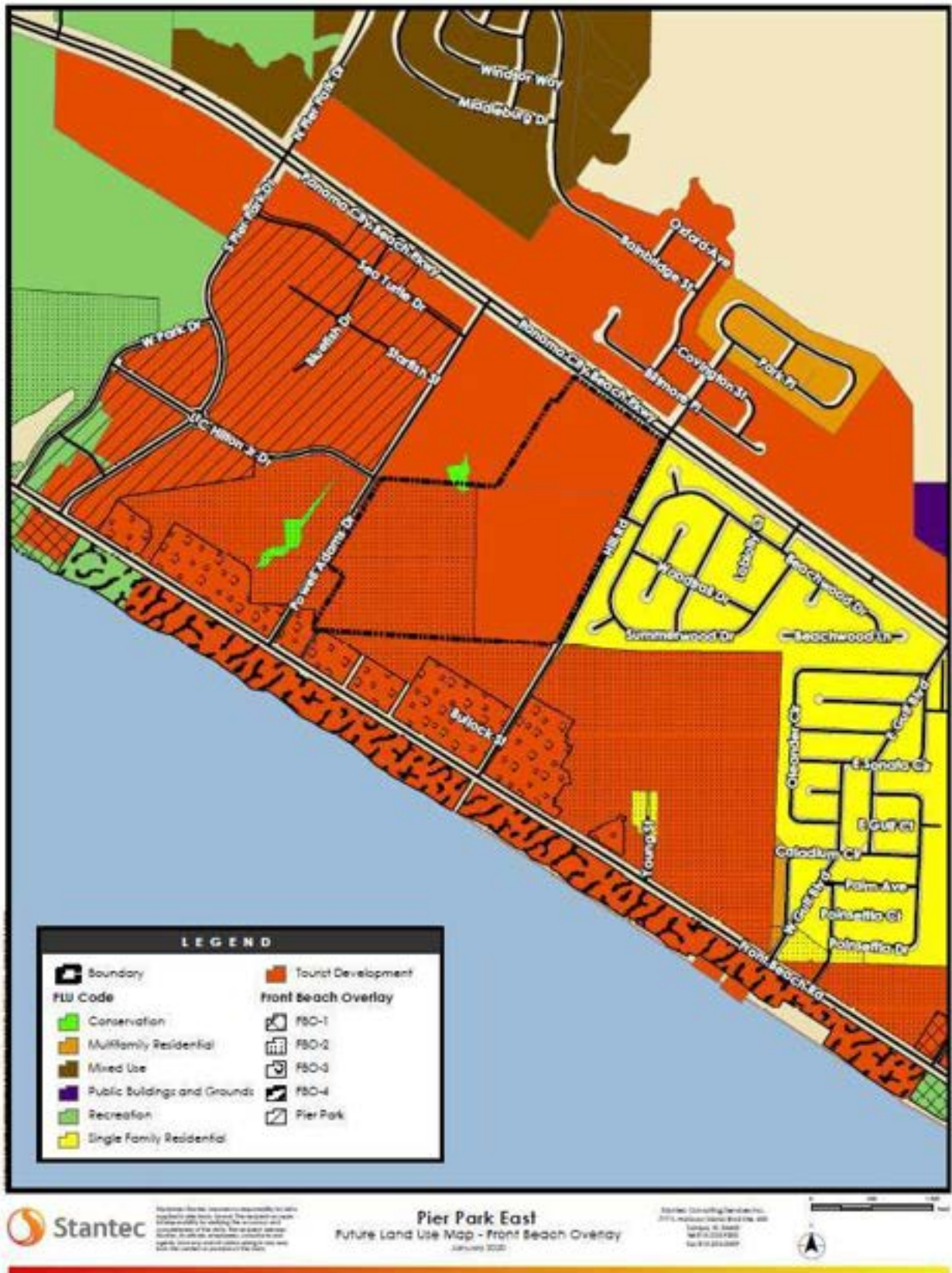
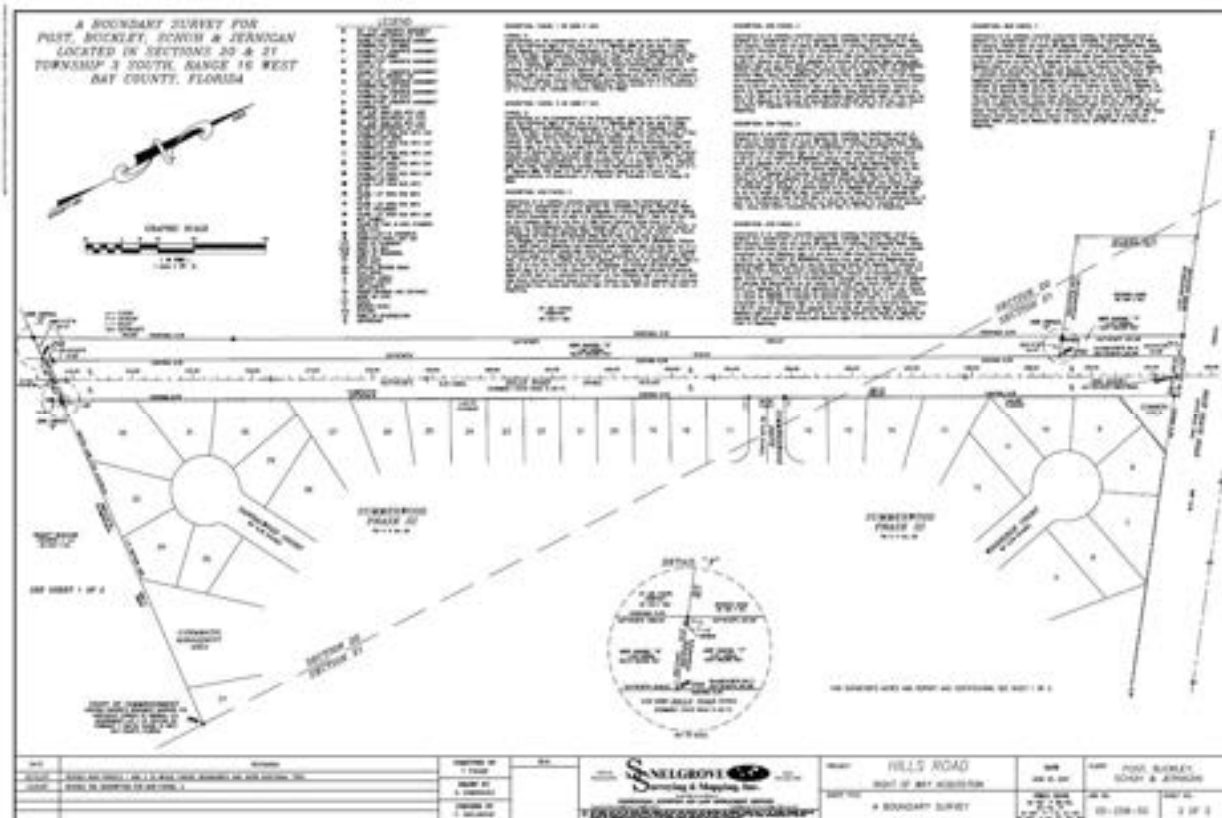
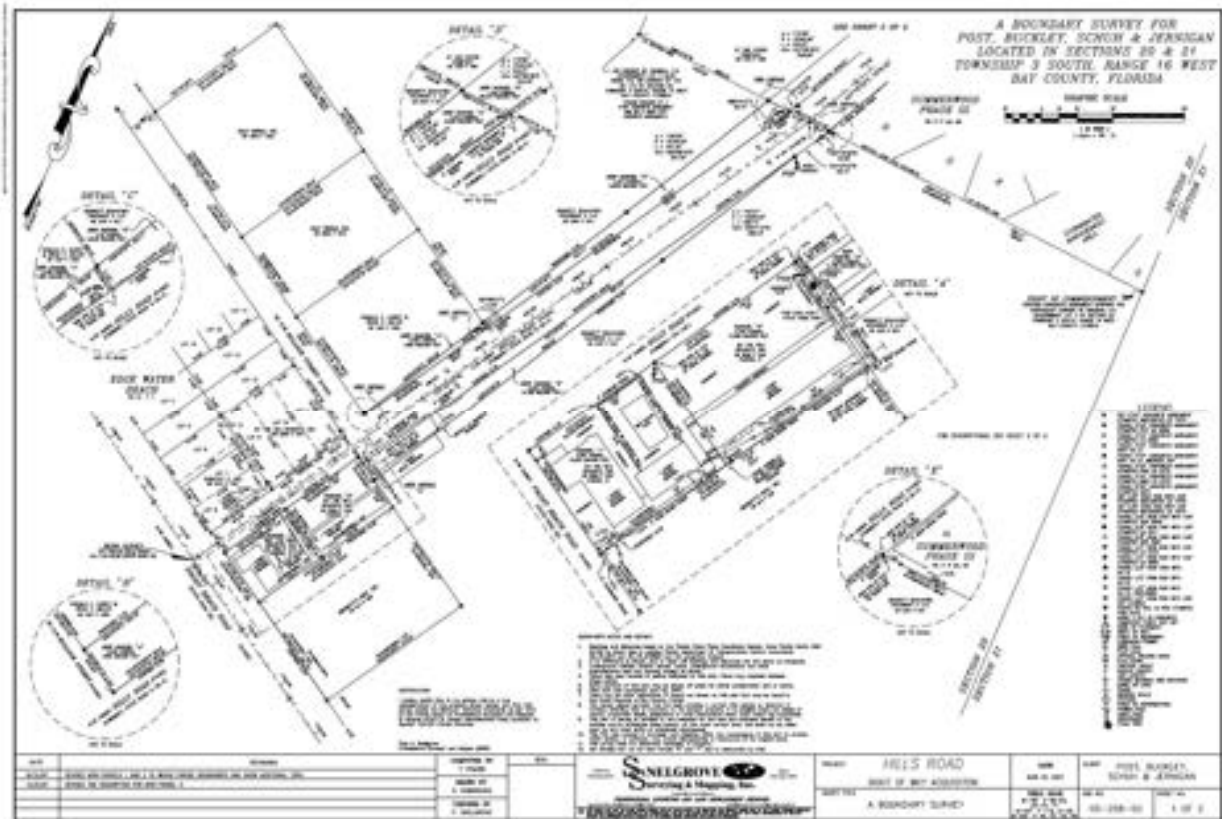


EXHIBIT "C"  
 Conceptual Plan



**EXHIBIT "D"**  
**Hills Road Potential ROW Expansion**



Outdoor Recreation - Panama City Beach, Florida  
 Preliminary Development Timeline (Phase I)  
 Prepared by ARCO/Murray on 11-22-23

|  | Milestone Date |
|--|----------------|
| City Pre-Application Meeting / Site Visit  | 10/10/23       |
| Neighborhood Notice Letters and Community Meeting Notice Mailed (USPS Certified) | 11/20/23       |
| Planning Board Application Submittal   | 11/22/23       |
| Planning Board Hearing   | 12/13/23       |
| City Council Hearing   | 12/14/23       |
| Submit 100% CD and 75% Building Permit   | 01/15/24       |
| Site Development/Building Permit Approval  | 03/22/24       |
| Groundbreak / Land Clearing / Excavate Stormwater Storage                        | 03/25/24       |
| Soil Stabilization   | 05/03/24       |
| Begin Vertical Construction  | 05/13/24       |
| Outdoor Recreational Facility Substantial Completion                             | 01/31/25       |
| Outdoor Recreational Facility Grand Opening                                      | 03/14/25       |
| MASTER DEVELOPMENT SCHEDULE - TBD PENDING PURCHASERS/TENANTS                     |                |

**OUTDOOR RECREATION & ENTERTAINMENT FACILITY  
SITE DEVELOPMENT LDC MODIFICATIONS**

**LARGE** SEE SUPPLEMENTARY EXHIBITS FOLLOWING THIS DOCUMENT FOR  
ADDITIONAL DETAILS

| Anticipated Applicable LDC Section            | Existing Development Standards  | Proposed Modification to Standards   | STAFF COMMENTS  |
|---|---|--|---|
| Section 4.05.02.A - Parking Space Requirement | Type of Use or activity - Amusements  | <p>Allow the development to utilize the Parking Space Requirements of Eating, drinking or entertainment establishments (1 parking stall per 4 Seats, plus 1 per 5 employees on the largest shift).</p> <p>The bar and patio will contain 130 seats with an additional 576 seats in the hitting bay areas and 1.5 employees per 3 bays (36 employee total). Required parking stalls 184 total.</p> <p>The proposed parking count to be shown on the site plan reflecting 350 stalls is based off the best fit for currently operating sites of this size and anticipated level of interest. The additional parking will prevent traffic queuing overflow into shared road access and promote better circulation for a free flowing site. Request that proposed parking shown will be submitted and approved as part of the Final Development Plan approval.</p> | <p>The LDC does not have a parking space requirement for Amusements, Not Otherwise Specified, therefore references the Institute of Transportation Engineers (ITE) Publication Parking Generation. Staff reviewed this publication, and the applicant exceeds the required number of parking spaces for the use. The proposed amount of parking ensures the flow of traffic and parking within the development and will not cause a burden of overflow parking in the right-of-way. The applicants' experience and knowledge of the operation of other sites staff deem it necessary to rely on their recommendation for parking. Staff agrees with this modification of the enhanced parking for the site.</p> |
| Section 4.02.04.G - Lighting and Glare        | <p>There shall be no direct glare visible from any property zoned or used for Residential, public, Recreation or conservation purposes caused by unshielded floodlights or other sources of high intensity lighting. Light shall be measured from the closest Setback line of a Parcel zoned or used for Residential, public, Recreation or conservation purposes and shall not exceed one-half (0.5) foot candles illumination unless required to meet minimum requirements for sidewalk lighting.</p> | <p>Site contains high intensity lighting aimed inward towards back of outfield to prevent spillage. Request that photometrics be provided as part of Final Development Plan approval with anticipation that footcandles at the property line will not exceed 0.5 footcandles. Per the included "2.8 Conceptual Line of Sight Sketch", building/lighting visibility from the nearest residential property (approximately 1490' away) unlikely due to lighting tilt, horizontal distance and existing tree screening along Hills Road.</p>   | <p>The applicant has indicated the net poles, which are located approximately 900 feet from the nearest residential zoning will not contain lights; therefore, the illumination from the building/lighting will only be present. The possibility of any direct glare can be addressed during the development order phase to ensure the illumination does not exceed the 0.5 footcandles. Staff agrees with this modification.</p>   |
| Section 5.06.02.D - Amusements                | <p>An Amusement, Amusement park or Zoo shall be enclosed with a Solid Faced masonry or wooden wall or fence not less than six (6) feet and not more than eight (8) feet in height. The decorative side of the fence shall face outward. Shrubs, small trees and medium or large trees otherwise required in the buffer shall be doubled.</p>  | <p>Proposed use does not contain heavy equipment/rides/machinery requiring a fence for safety. Poles and netting proposed on the premises restrict access to the outfield area. Developer requests in lieu of fencing that adequate landscaping/berming be provided typical of a bar/restaurant venue. Per 5.06.02 E, below, additional landscaping may be provided in the residential buffer space. Based on existing screening, fence elevation, and distance from residential property, residents would not be able to see the 6-8' fence from adjacent property. Additional landscaping proposed along Powell Adams would serve to create defined streetscape separate from parking lot to best fit the Overlay district vision.</p>   | <p>This Use is considered an Amusement, Not Otherwise Specified, and does not meet the criteria of an amusement that would require an enclosed fence around the property. The poles and safety netting, which are a part of the amusement will be height sufficient to contain all activity within the specified area. Staff agrees with this modification.</p>   |

|                                       |  |  |  |
|---------------------------------------|--|--|--|
| <p>Section 5.06.02.E - Amusements</p> | <p>Amusements, Amusement parks and Zoos shall be Setback a minimum of 1,000 feet from property zoned for Residential purposes. The distance shall be measured from property line to property line. The number of Shrubs, small trees and medium or large trees otherwise required in the buffer shall be doubled.</p>  | <p>Allow for the provided setback from Residential properties to be as shown on the site plan.</p> <p>Setback from entertainment building: approximately 1,490 feet.<br/>Setback from pole net system: approximately 900 feet. Pole net system does not contain any sound or light component that would impact adjacent residential zoning.</p> <p>The proposed setback to be shown on the site plan will be submitted and approved as part of the Final Development Plan approval. Substantial landscaping screening to the residential property exists within the master development area and along the frontage of Hills Road. See supplemental screening exhibits.</p> | <p>The distance setback from the entertainment building, which will include the outdoor bay areas and restaurants will be approximately 1490 feet from residential zoned area. An outdoor restaurant is an allowable use in CH zoning and LDC Section 5.04.26 requires a 100 feet setback from residential zoning district. Therefore, this part of the amusement meets the setback requirement.</p> <p>The other portion of this amusement is the required poles and safety netting, which is located approximately 900 feet away from residential zoned area. The conceptual plans reflect there will not be any noise or glare from these structures, therefore no negative impact to the residents. Staff agrees with this modification.</p> |
| <p>Section 5.06.02.G - Amusements</p> | <p>The vibration, electromagnetic interference, noise, odor or glare generated by the Amusement, Amusement park or Zoo discernible on properties adjacent to the Amusement, Amusement park or Zoo shall not be greater than ambient conditions</p>   | <p>Allow for a Lighting Plan to be approved for the proposed use that establishes the lighting standards for the site as part of the Final Development Plan approval. Photometrics shall be provided in accordance with applicable code. See notes in Section 4.02.04 G for additional detail.</p>   | <p>A lighting plan will be required as part of the development order application. Staff will review and ensure there is adequate shielding from any direct glare to the residential properties, not to exceed one-half foot candles illumination. Staff agrees with LDC Section 4.02.04.G to be met.</p>   |
| <p>Section 5.06.02.I - Amusements</p> | <p>Where all other conditions to the allowance of an Amusement are met, the maximum height of an Amusement structure which shall be permitted shall not exceed 125 percent of the maximum height permitted elsewhere in this LDC for structures located in the underlying zone. However, height in excess of 125 percent may be allowed where the Planning Board finds that the additional height does not create an unreasonable burden upon surrounding properties, taking into consideration, any noise and light allowed for the Amusement.</p> <p>CH allowable height is 65 feet x 125% = 81.25 feet<br/>FBO-2 allowable height is 45 feet.</p> | <p>Allow for the proposed pole and net system height to be approximately 160-feet from grade, as required for safety to stop golf balls from flying out of the site. Net Poles do not contain any lighting elements nor do they emit sounds. Netting mesh provides holes small enough to contain golf balls, while still transmitting light without creating burden to surrounding properties.</p>   | <p>The height of the building structure will meet the FBO-2 standards of the maximum height of 45 feet. The LDC Section 5.04.14.C allows for a golf driving range safety netting to be a height sufficient to contain the activity within the range. The request for approximately 160 feet poles with safety netting will not have a negative impact on any surrounding properties. Staff agrees with this modification.</p>  |

| FBO-2 Standards  | EXISTING DEVELOPMENT STANDARDS  | PROPOSED MODIFICATION TO STANDARDS   | STAFF COMMENTS  |
|--|---|--|---|
| <p>Section 7.02.03.F.2 - Building Fronts and Setbacks</p>        | <p>Building Front Types Defined. Table 7.02.03. A defines the Building front types permitted in FBO districts. All applications for Development within an FBO district shall assign each Building a specific Building front type and each Building shall be designed in accordance with the standards that apply to that Building front type, as established in this section. In addition to the building fronts established in this section, section 7.02.03L establishes standards allowing the establishment of buildings with porte cochere fronts in the FBO-4 district.</p>   | <p>PER LDC "FBO-2 – the intent of this district is to establish appropriate standards for transitional areas between high-rise tourist-based Development and abutting Single Family Residential districts. These areas have relatively low Building Heights in proximity to Single Family Residential districts and FBO-1 districts, but allow for greater heights as distance increases."</p> <p>In the instance of this particular site, there is no abutting single family residential district (once subdivided) nor high rise tourist based development and therefore no transitional area to hold a standard for. Building configuration is critical for the operation of the business and will add character to the corridor while still aiding in the height transition intent. Applicant requests 7.02.03A to not be applicable for this site. To match the existing Powell Adams corridor abutting to the north side of property, applicant requests relief to provide parking lot along frontage of Powell Adams and maintain similar setback to Walmart building on the adjacent property to the north.. Additional landscape screening proposed along Powell Adams corridor to maintain streetscape and separation from parking lot.</p> <p>Applicant requests setbacks to be in accordance with PCB LDC Section 4.02.02 for Commercial High Intensity or the Pier Park East Development Agreement.</p> <p>Master Architectural Guidelines and Standards for the proposed building will be submitted and approved as part of the Final Development Plan approval.</p> | <p>The intent of Pier Park East, per the development agreement, is to create a cohesive mix of uses, which includes an entertainment center. The development agreement references allowable uses in the CH zoning but refers to the FBO-2 district for the application of building heights. The intent of the applicant is to comply with the building height within the FBO-2 but comply with the CH zoning setbacks for the development. The current developed commercial parcels along Powell Adams reflect the same concept as the applicant is proposing, building setback, and allowed parking along Powell Adams. The applicant is providing an ample amount of landscape in the front setback, creating the streetscape along Powell Adams, as required in the FBO standards. The staff supports the amount of parking provided and does not see an alternative for the parking location elsewhere on the parcel with the orientation of the venue and providing a traffic flow within the parking area. The applicant's plan is to provide two entrances into the entertainment facility, please refer to the map, one from Powell Adams and the secondary from the extension of L.C. Hilton, which will provide sufficient access. The final development will meet the intent of Pier Park East and with the landscape/streetscape along Powell Adams, the intent of the FBO standards. Staff agrees with this modification and how the applicant has provided the extra parking, the two access points into the development allowing for traffic flow and the landscape to be provided along Powell Adams achieving the streetscape intent that would otherwise be met with a lesser building setback.</p> |
| <p>Section 7.02.03.H. - Building Height and Podium Standards</p> | <p>Table 7.02.03.H establishes the minimum and maximum Heights for Buildings in each of the FBO districts in terms of feet. Table 7.02.03.I establishes standards for upper Stories that are built on top of the Building podium or base Stories, which are defined in terms of maximum feet (Stories). Illustrations following the exhibit are conceptual only and are not intended to mandate the position of upper Stories on the podium, provided, however that in the FBO-3 and FBO-4 districts, the side Setbacks shall be increased by at least fifteen (15) feet above the lesser height of one hundred twenty (120) feet or ten (10) Stories. In a FBO-2 or FBO-3 district, Buildings thirty-five (35) feet tall or taller shall be set back from an FBO-1 or Single Family Residential district at least one hundred (100) feet. Starting at a distance of one hundred (100) feet from the applicable district boundary, Building Height may be increased to forty-five (45) feet. Beyond two hundred (200) feet, Building Height in an FBO-3 district may be increased from forty-five (45) feet by one (1) foot for every one (1) foot increase in Setback. See Figure 7.02.03.A.</p> | <p>Allow for proposed pole and net system to exceed 45 feet. Proposed system to be approximately 160 feet in height. This height is a requirement to safely contain golfs balls from exiting the site.</p> <p>Master Architecture Guidelines and Standards for the proposed building will be submitted and approved as part of the Final Development Plan approval.</p>  | <p>The height requirements of the FBO-2 are for building height standards and the applicant is meeting the maximum building height requirement of 45 feet. The modification request to allow for the poles and safety netting, addressed in the Conditional Use is necessary for the use. The LDC Section 5.04.14.C allows for a golf driving range safety netting to be a height sufficient to contain the activity within the range. The request for approximately 160 feet poles with safety netting will not have a negative impact on any surrounding properties. Staff agrees with this modification.</p>   |



|  |   |   |  |
|--|---|---|--|
| <p>Section 7.02.03.I. - General Parking Requirements</p> | <p>All Uses shall provide on-site and overflow parking as required in section 4.05.00 and the City's Beach access parking mitigation requirements, except as modified by sections 7.02.03I and 7.02.03J. Parking shall be landscaped as required in section 4.06.04. The City finds that adequate parking is important for the economic success of commercial corridors. At the same time, excessive parking degrades the corridor's urban design and impedes the City's objectives for walkability and multi-modal transportation alternatives. Accommodating required parking on many properties will be challenging due to small Lot sizes and the higher cost of structured parking. Dispersing parking off-site in a way that serves multiple properties provides a more efficient, cost-effective and sustainable way to serve the FBO districts' parking needs. For these reasons, the Front Beach overlay districts require that a certain percentage of parking be provided on-site, provide incentives for the Use of shared parking and establish a process to enable applicants to enter into parking partnerships that provide public benefits that offset the need to strictly comply with public parking policy.</p> | <p>Applicant requests Sections 7.02.03I be modified in accordance with PCB LDC Section 4.05.00 and be submitted, reviewed and approved as part of the Final Development Plan approval. Based on previous currently operating development of same use the proposed 350 parking stalls provided has been determined to be adequate. Additional traffic analysis to be provided as part of the development order submittal. See 7.02.03.J for additional details.</p>  | <p>The applicant is providing more than the requirement for this type of use and will be provided on-site. The applicant will provide the required landscape within the parking area, LDC, Section 4.06.04 Landscaping Standards for Vehicular Use Areas. Staff agrees with this modification request and relies on the applicant's history of operating this type of development for parking purposes.</p>  |
| <p>Section 7.02.03.J. - Surface parking Standards</p>    | <p>Surface parking areas located on-site shall be located in the rear Yard or in a Side Yard location provided that the Side Yard width does not exceed 100 feet or fifty (50) percent of the width of the Lot or Parcel, whichever is less. On gulf-front lots in FBO-4, on-site surface parking areas may be locate in a Front or Side Yard provided that a decorative wall or hedge not exceeding forty-two (42) inches in height, is installed along the front property line.</p>   | <p>Applicant requests Sections 7.02.03I to be modified for this instance. For this outdoor entertainment use to function, it is essential that the outfield be behind the building. Commercial trucks (minimum WB-53) need drive aisle in front to be able to service the building contributing to the building setback. Placing parking along the sides or back of outfield is inefficient for the property space creating more pavement and violates Table 4.05.03 B Restricts Maximum Distance from Parking to principal use as 300'. This would cause customers to have to walk great distance from parking to entrance inhibiting "leisure" element critical to site success. Additionally providing parking on the north side of the outfield would then create the same parking frontage issue along the proposed L.C. Hilton Jr. Drive extension. To mitigate the impact of this modification, applicant proposes additional screening along Powell Adams Road frontage to create a defined separate streetscape area.</p> <p>Applicant proposes parking request for the development be in accordance with PCB LDC Section 4.05.00 and be submitted, reviewed, and approved as part of the Final Development Plan approval.</p> | <p>The location of the outdoor entertainment use to function in a way that is successful requires the parking to be located in the front and not in the rear or the sides of the outfield. The staff agrees with the applicant, the function, experience, and appearance of the development would not be effective if the orientation of the use was placed differently on the parcel. The applicant is planning to provide two entrances, one from Powell Adams and the other from the future L.C. Hilton and with enhanced landscape, which can provide the FBO standards of the streetscape and curb appeal. The use that requires such a large outdoor outfield, where the main function of the facility is located, contributes to the need for a modification of this parking requirement. Staff agrees with this modification request and will review the landscape in the development order stage to ensure a defined streetscape is achieved.</p> |

|   |   |  |   |
|---|---|--|---|
| <p>Section 7.02.03.N. - Building Design Standards</p> | <p>Building Materials. (a) In the FBO-1 and FBO-2 districts, no more than two (2) materials shall be visible on any exterior façade, not including windows, doors, foundation walls, columns, chimneys, soffits and trim. If two wall materials are used, heavier-weighted materials shall be located below lighter-weighted materials, as defined in Table 7.02.03.L and separated by a horizontal joint. Vertical changes in material shall not occur within two (2) feet of an exterior corner. When possible, vertical changes in materials shall occur at interior corners (see Figure 7.02.03.R). Allowed materials include wood, stone, brick, stucco, architectural block (split faced), and cementitious materials</p> | <p>Allow brand specific architectural building material package including metal and EIFS as indicated on the attached "2.6 Floorplan-Signage-Building Elevations"</p> <p>EIFS are the bulk material proposed which are ideal for this use and location - sustainable and durable offering high impact resistance to stray golf ball ricochet and airborne debris. Upkeep is minimal with fresh coat of paint anticipated after 5+ years which will keep the building looking pristine.</p> <p>Metal is used more sparingly to compliment and accent the architectural features. Further graphics of the building elevations with EIFS and metal may be provided during the applicants presentations upon request.</p> <p>Master Architecture Guidelines and Standards for the proposed building will be submitted and approved as part of the Final Development Plan approval.</p> | <p>The building materials proposed for this development are metal but appear to have the look of concrete/stucco. The staff does not object to these building materials as they complement the building and achieve the necessary durability needed to withstand against the elements and the impact resistance to the stray golf balls. The appearance of the structure will be compatible with the surrounding buildings along Powell Adams. Staff agrees with this modification and allowance of the building materials requested.</p> |
|---|---|--|---|

## **Outdoor Recreation and Entertainment Use Explanation of Public Benefits**

### **1. Project Investment.**

The developer is proposing an initial \$25MM investment for the construction cost of this project, which will generate an anticipated +/-200 jobs during the construction period and +/-300 jobs at the venue once operational. Tax revenue generated by the site will further stimulate the Panama City Beach economy.

### **2. Stormwater Management.**

Approximately +/-14.9 acres of the +/-78.2 master development will be dedicated a Master Stormwater Management area to provide runoff control and storage for intense stormwater events, to mitigate drainage issues in the vicinity.



### **3. Litter/Vagrant/Illicit Activity Clearance.**

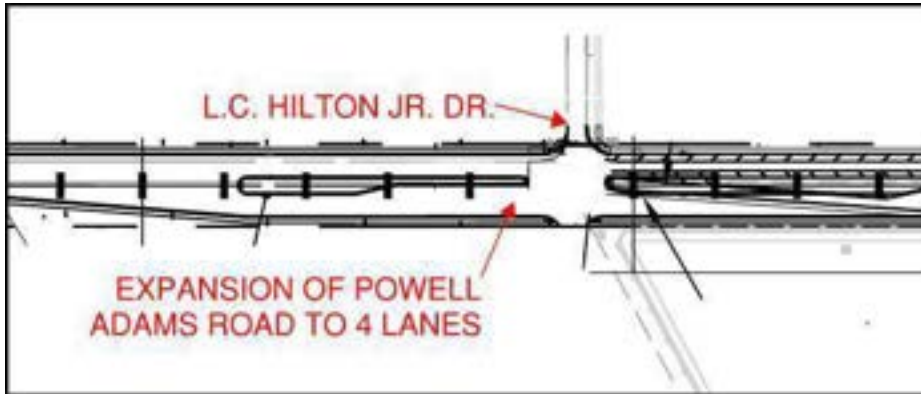
Due to thick cover of existing trees and brush on site, evidence of vagrancy, delinquency and littering have been commonly discovered. In addition to clearing out invasive plant species and rubbish, the development would provide security lighting on site to improve safety and mitigate these recurring concerns.

### **4. Family Oriented Entertainment/Restaurant.**

The proposed venue is a premier state of the art sports entertainment venue consisting of a technologically advanced multi-level golf driving range, a full-service restaurant and bar, event space, and entertainment complex. The venue features a +/-38,000 square foot, two-level building housing the restaurant, bar, entertainment and event space including two climate-controlled levels of golf ball hitting bays and an outfield with electronic targets for an inclusive, high-tech golf game that everyone of all ages and skill levels can enjoy.

### **5. Roadway and Connectivity Improvements.**

Powell Adams Roadway Improvements - Applicant is working with Panama City Beach under a Public Private Partnership to widen Powell Adams Road, which will expand the roadway to from 2 lanes to 4 lanes to better accommodate the flow of traffic along Powell Adams.



L.C. Hilton Jr. Drive Extension – Proposed east-west roadway extension will connect Powell Adams Road to Hills Road. The drive connection will provide continuity with the Pier Park development and provide better overall accessibility to the tourist district. The burden of heavy east-west traffic along Front Beach Road and Panama City Beach Parkway will also be alleviated. Building out these infrastructure



### 5. Pedestrian Access

As part of the Powell Adams Roadway widening, sidewalk is proposed along the right-of-way to complete the missing portion from Front Beach Road to Panama City Beach Parkway. Additional sidewalk is proposed along the east-west road connection between L.C. Hilton Drive and Hills Road. Internal sidewalk within the outdoor recreation and entertainment parking lot area will promote separation from vehicle path of travel. Bicycle parking will be provided as well in front of the building to further the green initiative.





# **CITY OF PANAMA CITY BEACH PUBLIC NOTICE OF LARGE SITE DEVELOPMENT & CONDITIONAL USE REQUEST - COMMUNITY MEETING**

The City of Panama City Beach Planning Board will consider the following request:

**APPLICANT:** The St. Joe Company, LLC (Owner)      ARCO/Murray (Acting Agent)

**ADDRESS/LOCATION:** Applicant Address: 130 N Richard Jackson, Ste 200, Panama City, FL 32407

Site Address: 15351 Panama City Beach Pkwy, Panama City Beach, FL 32413

To supplement the Conditional Use Request for the proposed outdoor recreation and entertainment facility as part of the December 13, 2023 Planning Board Agenda, a Community Meeting is proposed by the applicant prior to the public hearing. The purpose of this meeting is to review the proposed use and site plan with adjacent property owners to demonstrate conformance with City of Panama City Beach Land Development Code and effort to mitigate impact to the surrounding property.

The applicant shall prepare or cause to be prepared a written summary of the meeting, which summary shall memorialize the names and interests of persons participating in the meeting; the length of the meeting; the specific concerns raised by attendees; and any assurances made by the applicant or his or her agents in that meeting regarding the proposed application or development. The written summary shall be created and made available to the City Planning Department, attendees, and interested parties included in paragraph C of this section no less than seven (7) days prior to public hearing before the Planning Board on the application.

**Date:** 12/5/2023

**Time:** 11:00am

**Place: Embassy Suites Panama City Beach Resort  
16006 Front Beach Road  
Panama City Beach, FL 32413**

**The applicant for this Conditional Use request is required by the City of Panama City Beach to send you this letter because, the tax rolls show you own property, in whole or in part, within three hundred (300) feet of the subject property.**

Any questions you may have regarding this request please contact someone at the City of Panama City Beach Building and Planning Department at 850-233-5100, ext. 2429.



**CITY OF PANAMA CITY BEACH  
PUBLIC NOTICE OF REQUEST FOR APPROVAL  
OF LARGE SITE DEVELOPMENT &  
CONDITIONAL USE REQUEST**

The City of Panama City Beach Planning Board will consider the following request:

**APPLICANT:** The St. Joe Company, LLC (Owner) ARCO/Murray (Acting Agent)

**ADDRESS/LOCATION:** Applicant Address: 130 N Richard Jackson, Ste 200, Panama City, FL 32407

Site Address: 15351 Panama City Beach Pkwy, Panama City Beach, FL 32413

**The Large Site Development and  
Conditional Use is requested because,** The proposed development will consist of an outdoor

recreation and entertainment facility in Commercial High Intensity (CH) zoned parcel. The Land Development Code

classifies the use as "Amusement" within 1000' of residential zoning which requires a conditional use permit. The site development

area exceeds 3 acres requiring large site development approval.

**MEETING INFORMATION:**

**Date:** 12/13/2023

**Time:** 1:00pm

**Place: City Council Meeting Room  
17007 Panama City Beach Parkway  
Panama City Beach, FL 32413**

**The applicant for this request is required by the City of Panama City Beach to send you this letter because, the tax rolls show you own property, in whole or in part, within three hundred (300) feet of the subject property.**

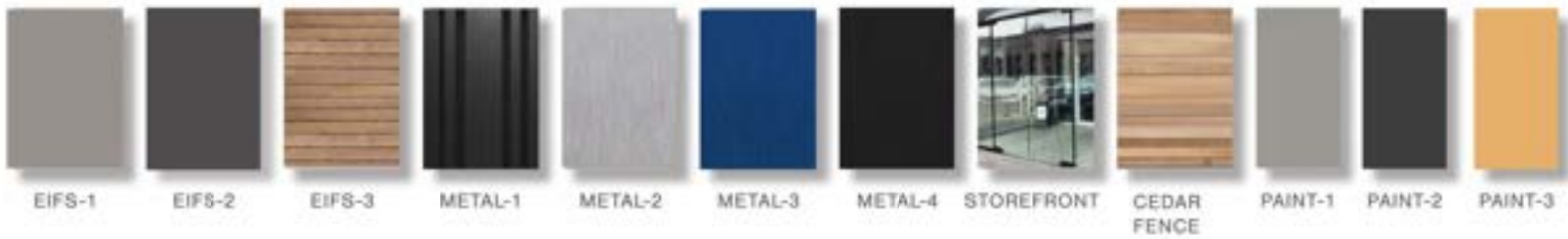
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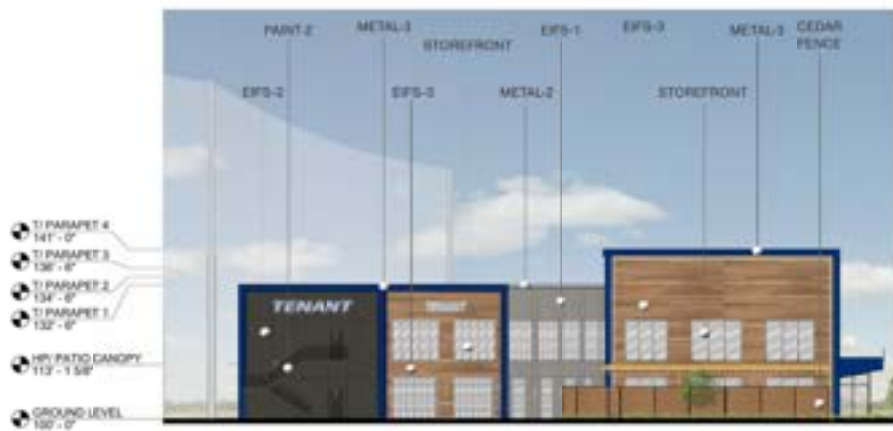
Front Elevation



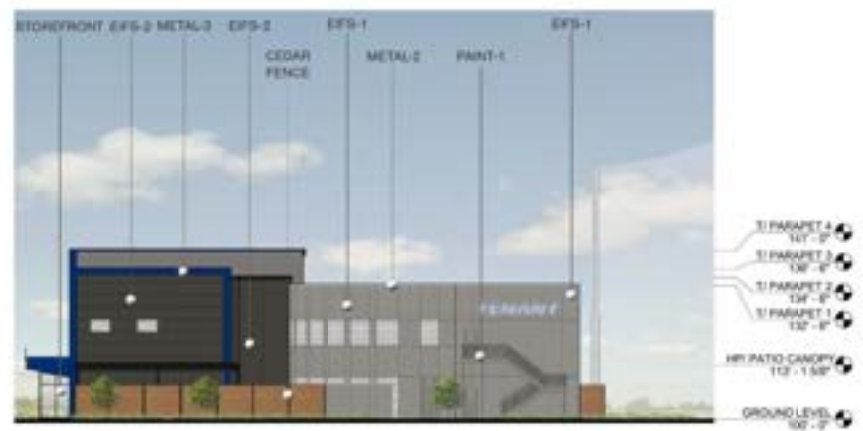
Rear Elevation



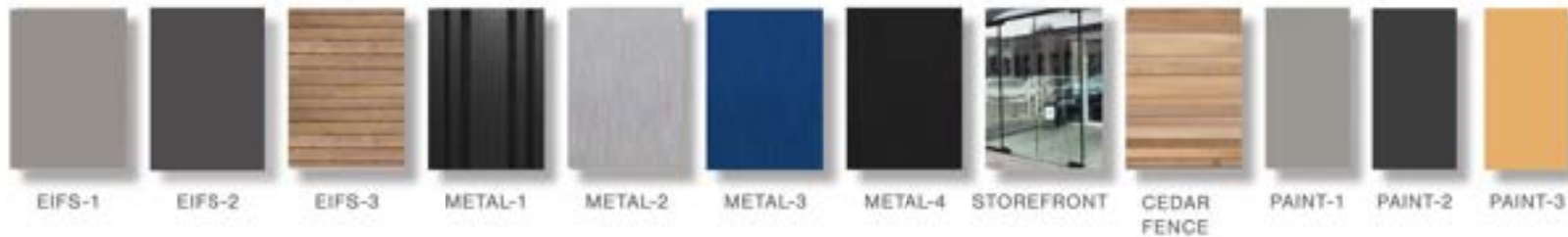
Exterior Elevations



Left Elevation

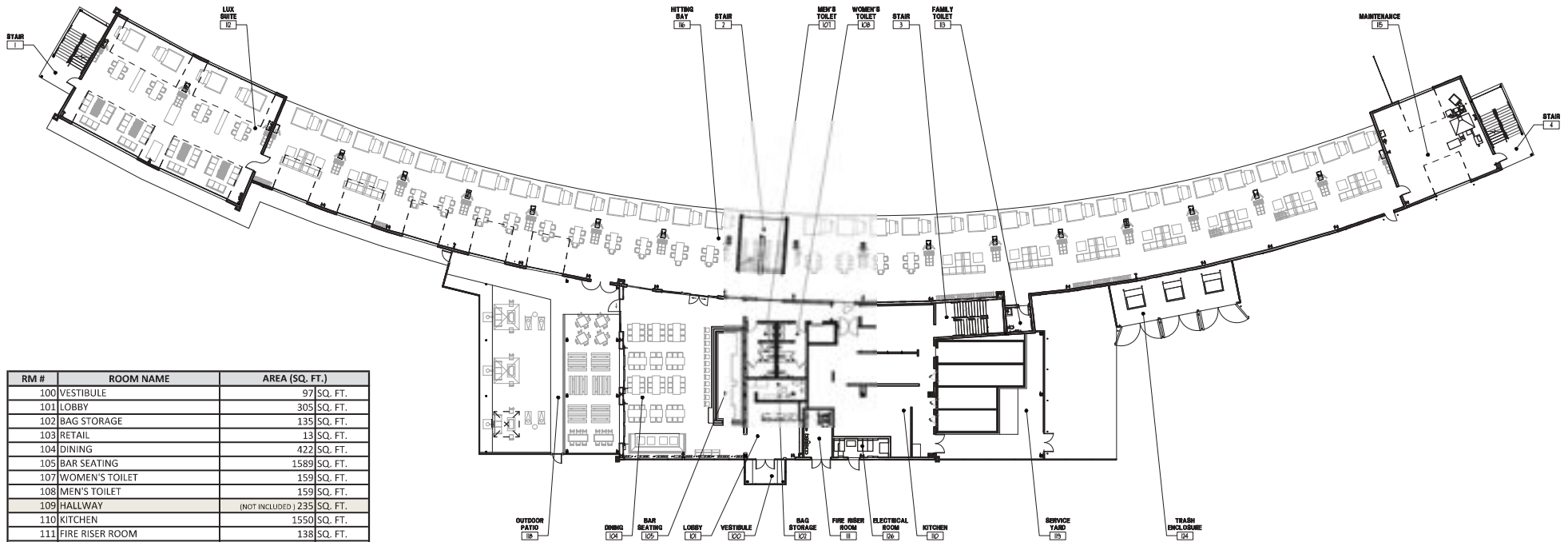


Right Elevation



Exterior Elevations

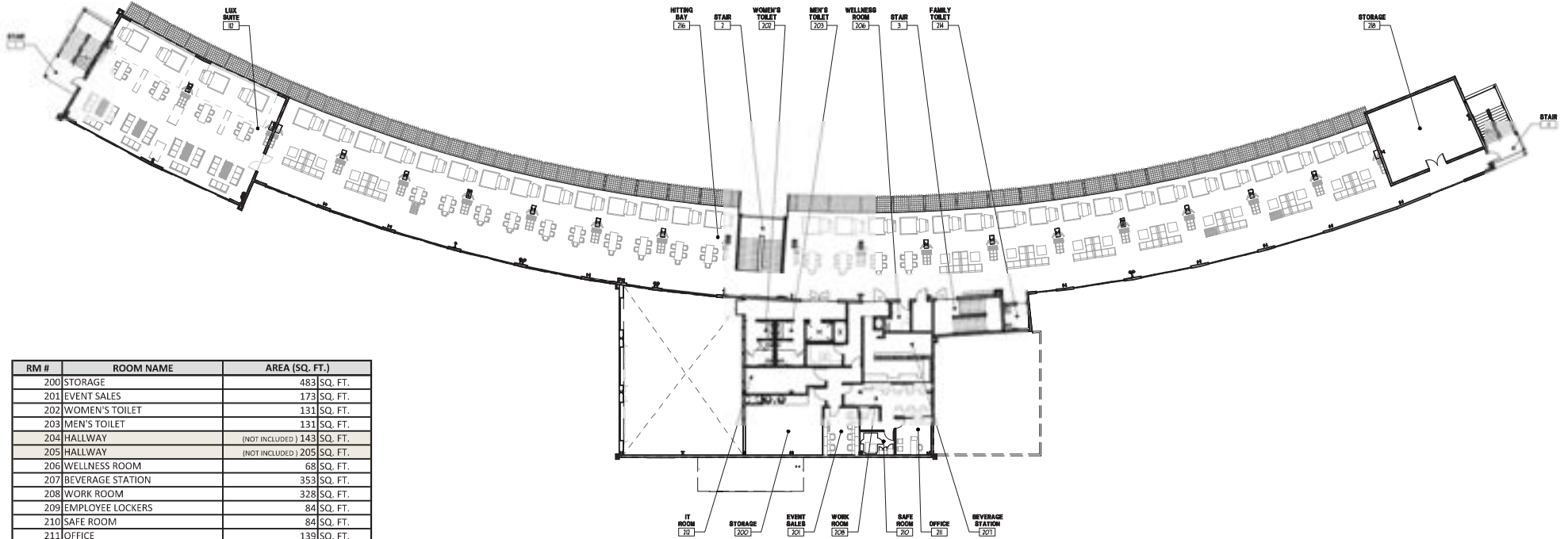




| RM #                   | ROOM NAME                                 | AREA (SQ. FT.)              |
|------------------------|---|-----------------------------|
| 100                    | VESTIBULE                                 | 97 SQ. FT.                  |
| 101                    | LOBBY                                     | 305 SQ. FT.                 |
| 102                    | BAG STORAGE                               | 135 SQ. FT.                 |
| 103                    | RETAIL                                    | 13 SQ. FT.                  |
| 104                    | DINING                                    | 422 SQ. FT.                 |
| 105                    | BAR SEATING                               | 1589 SQ. FT.                |
| 107                    | WOMEN'S TOILET                            | 159 SQ. FT.                 |
| 108                    | MEN'S TOILET                              | 159 SQ. FT.                 |
| 109                    | HALLWAY                                   | (NOT INCLUDED) 235 SQ. FT.  |
| 110                    | KITCHEN                                   | 1550 SQ. FT.                |
| 111                    | FIRE RISER ROOM                           | 138 SQ. FT.                 |
| 112                    | LUX HITTING BAY                           | 2324 SQ. FT.                |
| 113                    | FAMILY TOILET                             | 67 SQ. FT.                  |
| 115                    | MAINTENANCE                               | 996 SQ. FT.                 |
| 116                    | HITTING BAY                               | 10319 SQ. FT.               |
| 118                    | OUTDOOR PATIO                             | (NOT INCLUDED) 2130 SQ. FT. |
| 119                    | SERVICE YARD (INCLUDES COOLERS & STORAGE) | (NOT INCLUDED) 1376 SQ. FT. |
| 124                    | TRASH YARD                                | (NOT INCLUDED) 525 SQ. FT.  |
| 125                    | BEVERAGE STATION                          | 159 SQ. FT.                 |
| 126                    | ELECTRICAL ROOM                           | 108 SQ. FT.                 |
| GROUND LEVEL           |   | 18540 SQ. FT.               |
| NET USEABLE FLOOR AREA |   |                             |

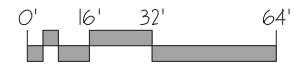
**GROSS FLOOR AREA**  
18,645 TOTAL SQUARE FEET  
AT GROUND LEVEL

Floor Plan - Ground Level



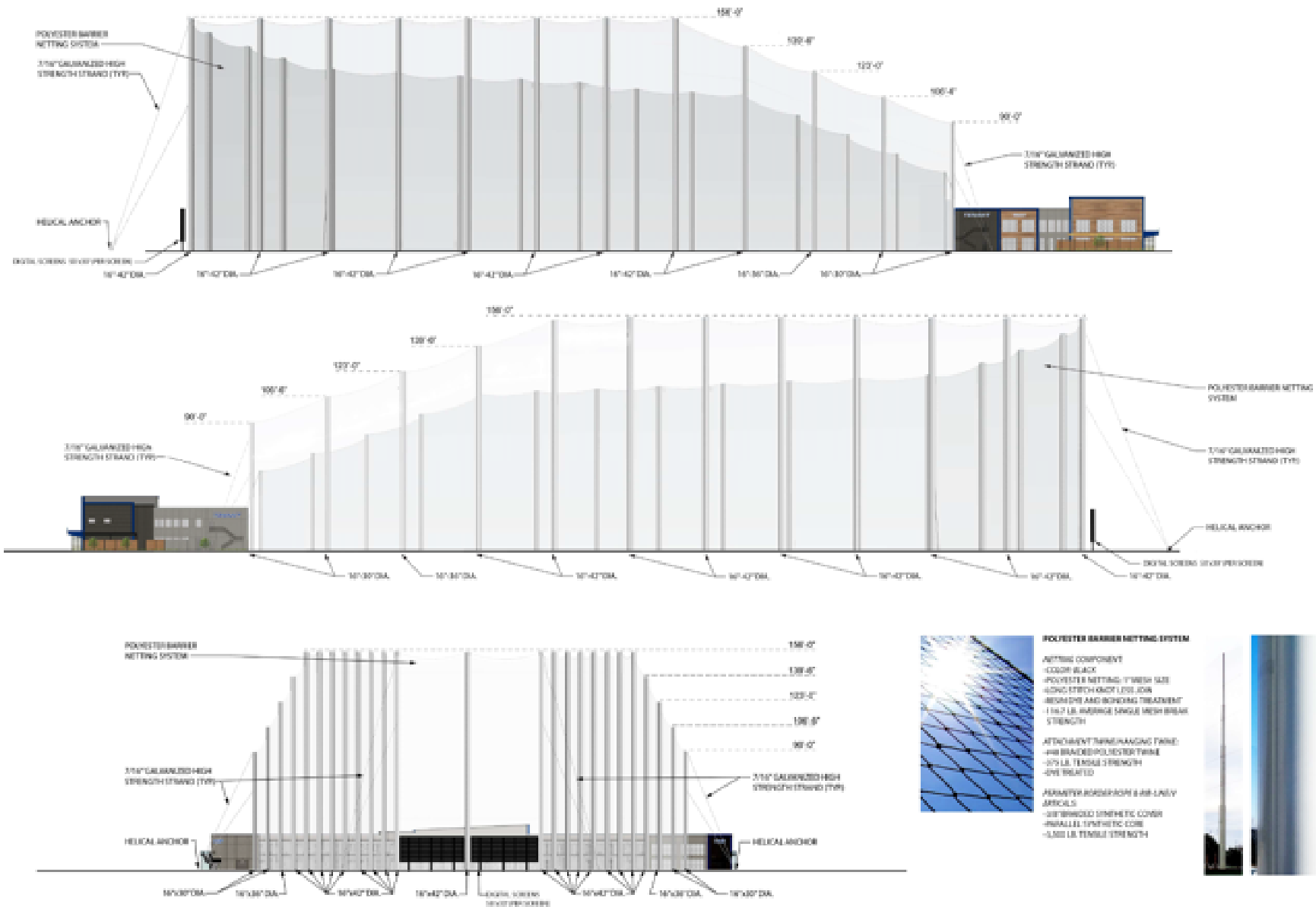
| RM #                               | ROOM NAME        | AREA (SQ. FT.)             |
|------------------------------------|------------------|----------------------------|
| 200                                | STORAGE          | 483 SQ. FT.                |
| 201                                | EVENT SALES      | 173 SQ. FT.                |
| 202                                | WOMEN'S TOILET   | 131 SQ. FT.                |
| 203                                | MEN'S TOILET     | 131 SQ. FT.                |
| 204                                | HALLWAY          | (NOT INCLUDED) 143 SQ. FT. |
| 205                                | HALLWAY          | (NOT INCLUDED) 205 SQ. FT. |
| 206                                | WELLNESS ROOM    | 68 SQ. FT.                 |
| 207                                | BEVERAGE STATION | 353 SQ. FT.                |
| 208                                | WORK ROOM        | 328 SQ. FT.                |
| 209                                | EMPLOYEE LOCKERS | 84 SQ. FT.                 |
| 210                                | SAFE ROOM        | 84 SQ. FT.                 |
| 211                                | OFFICE           | 139 SQ. FT.                |
| 212                                | IT ROOM          | 208 SQ. FT.                |
| 213                                | LUX HITTING BAY  | 2324 SQ. FT.               |
| 214                                | FAMILY TOILET    | 67 SQ. FT.                 |
| 216                                | HITTING BAY      | 10338 SQ. FT.              |
| 217                                | HOPPER           | 63 SQ. FT.                 |
| 218                                | STORAGE          | 750 SQ. FT.                |
| 219                                | HALLWAY          | (NOT INCLUDED) 229 SQ. FT. |
| 220                                | JANITOR'S CLOSET | 6 SQ. FT.                  |
| UPPER LEVEL NET USEABLE FLOOR AREA |                  | 15730 SQ. FT.              |

GROSS FLOOR AREA  
 16,889 TOTAL SQUARE FEET  
 AT UPPER LEVEL



Floor Plan - Upper Level





### Net Pole - Elevations



FRONT ELEVATION: 15,918.84 SF



EXTERIOR SIGN: 242.12 SF = 1.52% OF ELEVATION

FRONT ELEVATION SIGNAGE:  
 (242.12 SF + 114.13 SF + 51.32 SF) / 15,917.84 SF = 0.0292  
 2.92% OF FRONT ELEVATION



EXTERIOR SIGN: 51.32 = 0.32% OF ELEVATION

EXTERIOR SIGN:  
 FRONT LIT CHANNEL LETTERS MOUNTED TO CANOPY

FONT: CLIENT APPROVED TYPE FACE

FACE: 3/16" 7328 WHITE POLYCARBONATE FACE W/ ARLON 2114 TRANS. BLUE VINYL SKIN 1" WEEDED OUTLINE

RETURNS: 6" .063 3003 H14 ALUM. RETURNS PTM SILVER

TRIM CAPS: 2" SILVER JEWELITE TRIM CAPS

BACKS: .063 WHITE ALUMINUM PAINTED SILVER

EXTERNAL GUSSETS: 1/8" 5052 ALUMINUM W/ 2" FLANGES ON ALL SIDES

INTERNAL GUSSETS: 1/8" 5052 ALUMINUM CUT TO LETTER SHAPE AT BOTTOM

ANCHORS: 3/8" DIA. X 5" GALVANIZED LAG BOLTS

ILLUMINATION: WHITE LEDS-G003 6-7000K

MOUNTING: MOUNTED TO BUILDING CANOPY W/ NON-CORROSIVE HARDWARE AND CUSTOM GUSSETS AS REQUIRED. ALL PENETRATIONS SEALED W/ CLEAR SILICONE. DRILL POWER HOLES AND ATTACH GUSSETS IN THE FIELD, PROVIDE S8 BOLTS



EXTERIOR SIGN: 98.20 SF + 15.93 = 114.13 = 0.72% OF ELEVATION

### Exterior Signage - Front Elevation



RIGHT ELEVATION: 4,655.75 SF



RIGHT ELEVATION SIGNAGE:  
85.4 / 4,655.75 SF = 0.01834  
1.83% OF RIGHT ELEVATION

### Exterior Signage - Right Elevation



LEFT ELEVATION: 5,366.29 SF



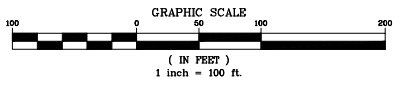
EXTERIOR SIGN: 85.4 SF = 1.60% OF ELEVATION

LEFT ELEVATION SIGNAGE:  
85.4 SF / 5,366.29 SF = 0.0159  
1.60% OF LEFT ELEVATION

### Exterior Signage - Left Elevation



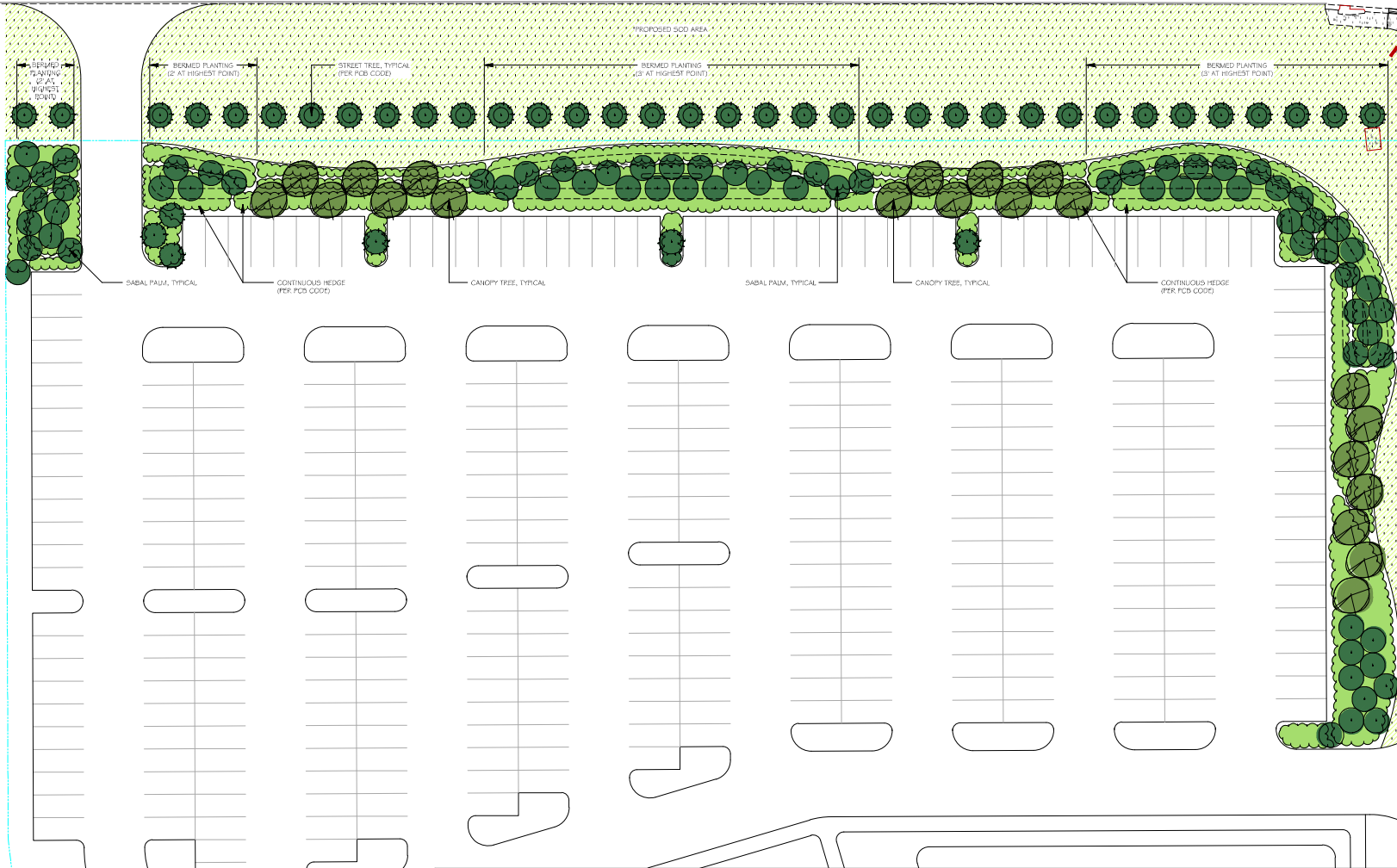
| SITE ATTRIBUTES             |         |       |                  |            |
|-----------------------------|---------|-------|------------------|------------|
| Prototype                   | Hybrid  |       | Nearest Resident | ±1,600 ft  |
| # of Bays                   | 72      | bays  | FAA Notice Req.  | Yes        |
| Swing                       | Left    | hand  | Wetlands         | No         |
| Site Acreage                | ±11.29  | acres | Floodplain       | Yes        |
| Overall Development Acreage | ±178.19 | acres | Parking Stalls   | 350 stalls |
| Building Square Footage     | ±36,000 | sq    |                  |            |



|   |            |         |
|---|------------|---------|
| <b>OUTDOOR RECREATION &amp; ENTERTAINMENT</b> |            |         |
| <b>PANAMA CITY BEACH, FLORIDA</b>             |            |         |
| <b>CONCEPT SITE PLAN DETAIL</b>               |            |         |
| DRAWN BY:                                     | DATE:      | SCALE:  |
| MAA   | 11/29/2023 | 1"=100' |

POWELL ADAMS ROAD

LC HILTON JR DR EXTENSION



| NO. | DATE     | INITIALS | REVISION DESCRIPTION |
|-----|----------|----------|----------------------|
| 01  | 11/20/23 | -        | CLIENT REVIEW        |
| 02  | 11/30/23 | -        | REV EXHIBIT          |
| 03  |          |          |                      |
| 04  |          |          |                      |
| 05  |          |          |                      |
| 06  |          |          |                      |
| 07  |          |          |                      |

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FLORIDA LANDSCAPE ARCHITECTS  
 N/A - P. DAILY

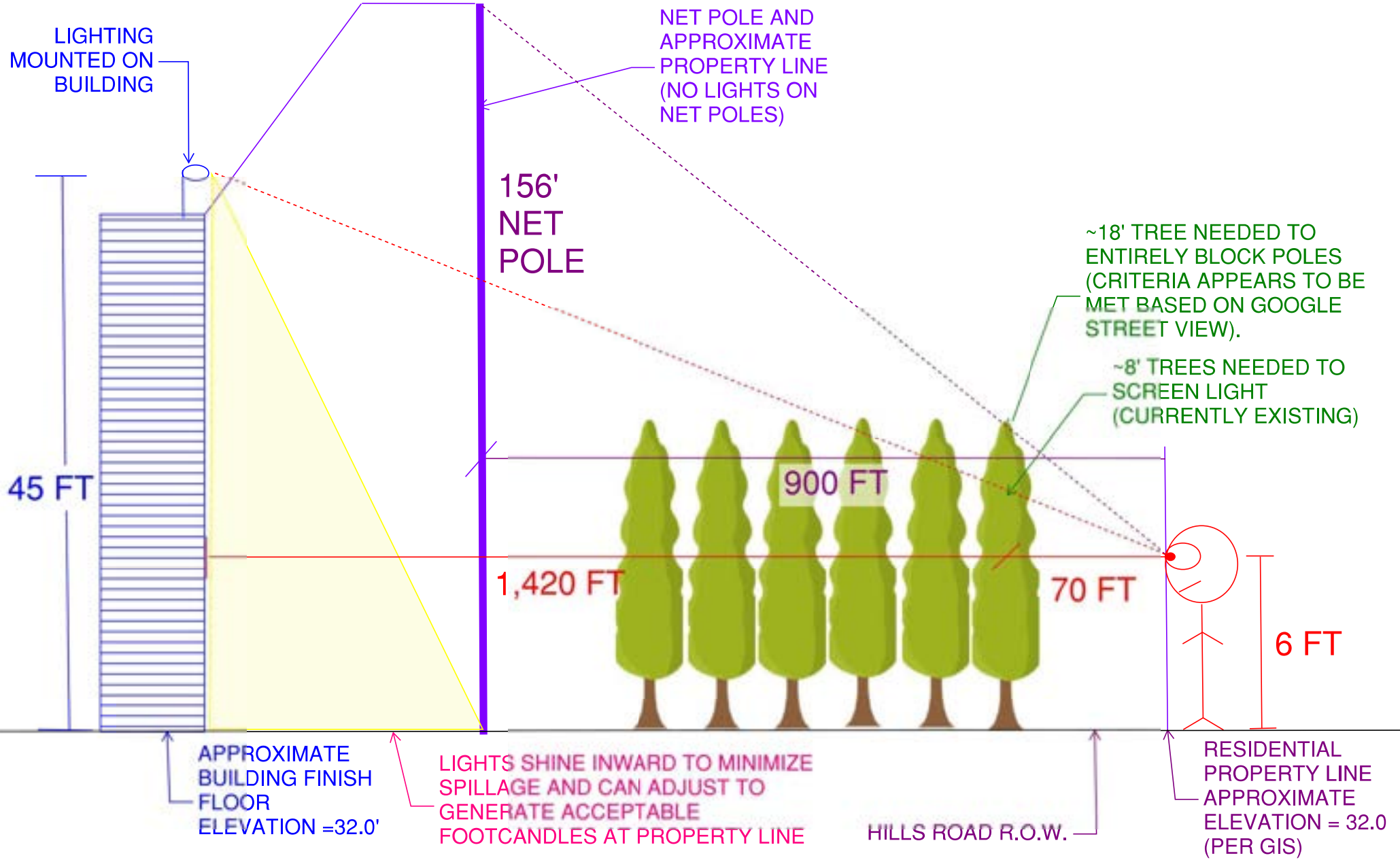
**LANDSCAPE BUFFER CONCEPT EXHIBIT**  
**OUTDOOR RECREATION FACILITY**  
 POWELL ADAMS ROAD  
 PANAMA CITY BEACH, FLORIDA

SHEET NUMBER  
**BC1**  
 LE: ONE  
 SCALE:  
**1" = 20'**

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# CONCEPTUAL LINE OF SIGHT SKETCH (N.T.S.)



LIGHTING MOUNTED ON BUILDING

NET POLE AND APPROXIMATE PROPERTY LINE (NO LIGHTS ON NET POLES)

156' NET POLE

~18' TREE NEEDED TO ENTIRELY BLOCK POLES (CRITERIA APPEARS TO BE MET BASED ON GOOGLE STREET VIEW).

~8' TREES NEEDED TO SCREEN LIGHT (CURRENTLY EXISTING)

45 FT

900 FT

1,420 FT

70 FT

6 FT

APPROXIMATE BUILDING FINISH FLOOR ELEVATION = 32.0'

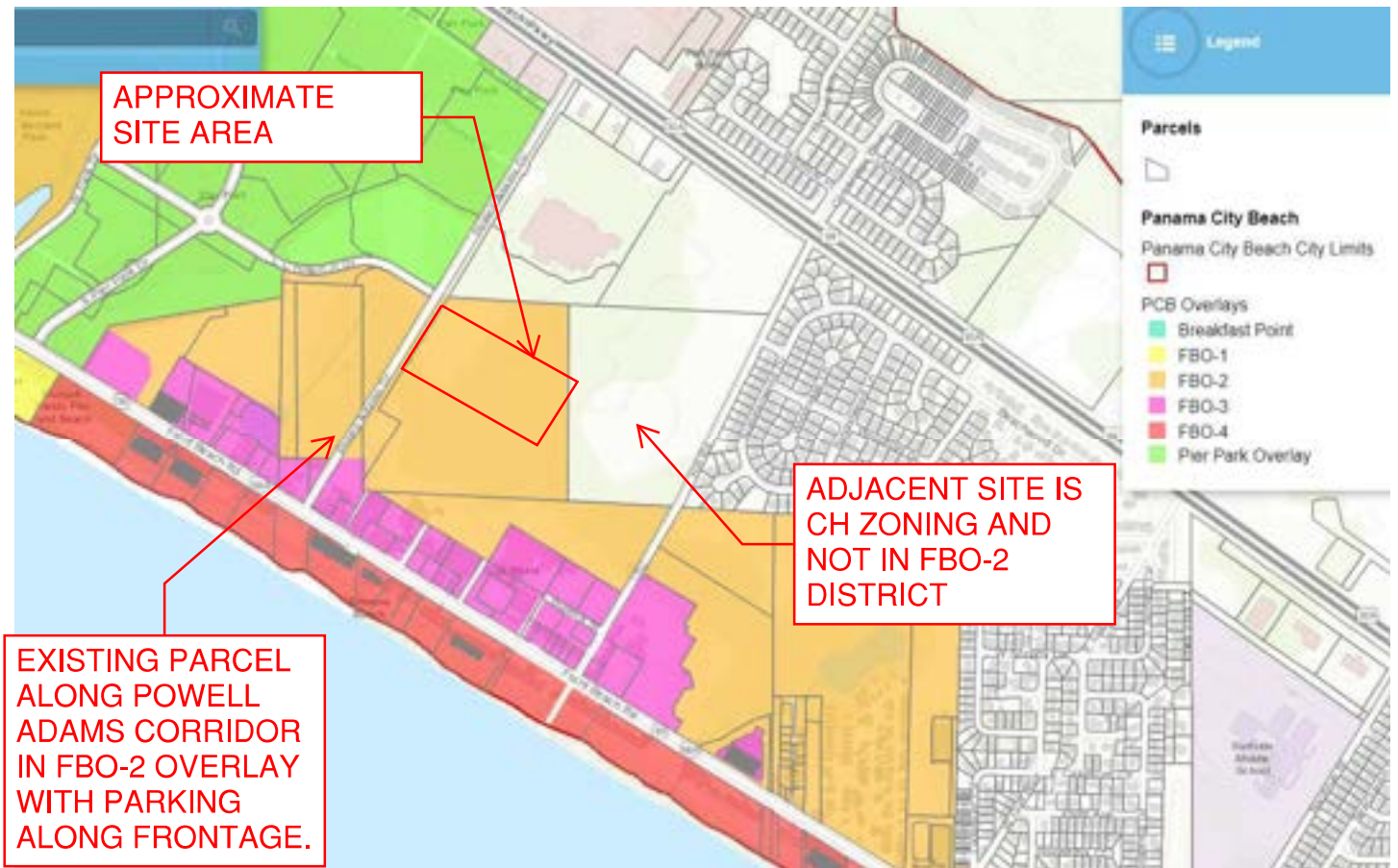
LIGHTS SHINE INWARD TO MINIMIZE SPILLAGE AND CAN ADJUST TO GENERATE ACCEPTABLE FOOTCANDLES AT PROPERTY LINE

HILLS ROAD R.O.W.

RESIDENTIAL PROPERTY LINE APPROXIMATE ELEVATION = 32.0 (PER GIS)

# SUPPLEMENTARY EXHIBITS AND GRAPHICS

# FBO-2 OVERLAY DISTRICT



Intent of FBO-2 district is to serve as transitional areas between high-rise tourist-based Development and abutting Single Family Residential districts. No high-rise tourist-based development exists in the vicinity or abutting single family touch the parcel. Applicant requests unique building type provided to serve as transition within the area while still meeting the height requirements.



PRECEDENT OF SCREENED PARKING ALONG POWELL  
ADAMS ROAD FRONTAGE IN FBO-2 DISTRICT  
(SWAMPY JACK'S)



APPROXIMATE SITE AREA.

EXTENSIVE SCREENING FROM RESIDENTIAL ALONG BACK OF PROPERTY

ROAD TO BE WIDENED SIMILAR TO AREA BETWEEN TARGET AND WALMART

CREATE SIMILAR LANDSCAPING FRONTAGE TO TARGET AND WALMART TO BREAK UP VIEW OF PARKING

DEDICATED DETENTION PARCEL

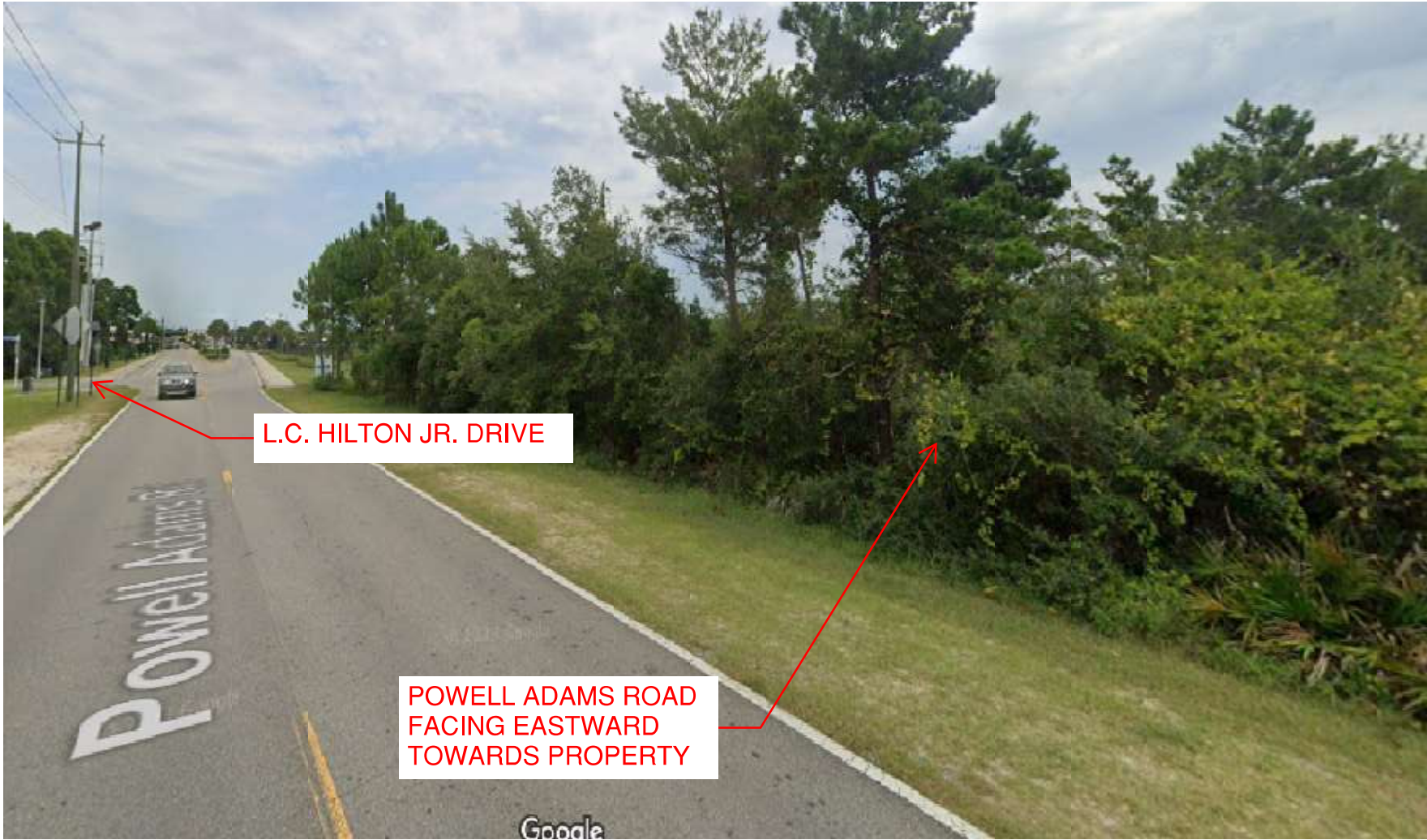
DEDICATED DETENTION PARCEL

PARKING LOT WITH SCREENING ALONG POWELL ADAMS CORRIDOR (WALMART)

PARKING LOT WITH SCREENING ALONG POWELL ADAMS CORRIDOR (TARGET)



**PARKING LOT SCREENING IN ADJACENT PROPERTY TO THE NORTH WITH DEFINED STREETScape (WALMART)**



L.C. HILTON JR. DRIVE

POWELL ADAMS ROAD  
FACING EASTWARD  
TOWARDS PROPERTY

EXISTING SCREENING ALONG POWELL ADAMS ROAD



RESIDENTIAL  
PROPERTY  
TO THE EAST

EXTENSIVE  
SCREENING  
FROM  
RESIDENTIAL  
AREA

APPROXIMATELY  
900' BETWEEN  
RESIDENTIAL AND  
+/-830 FT OF TREES  
SCREENING

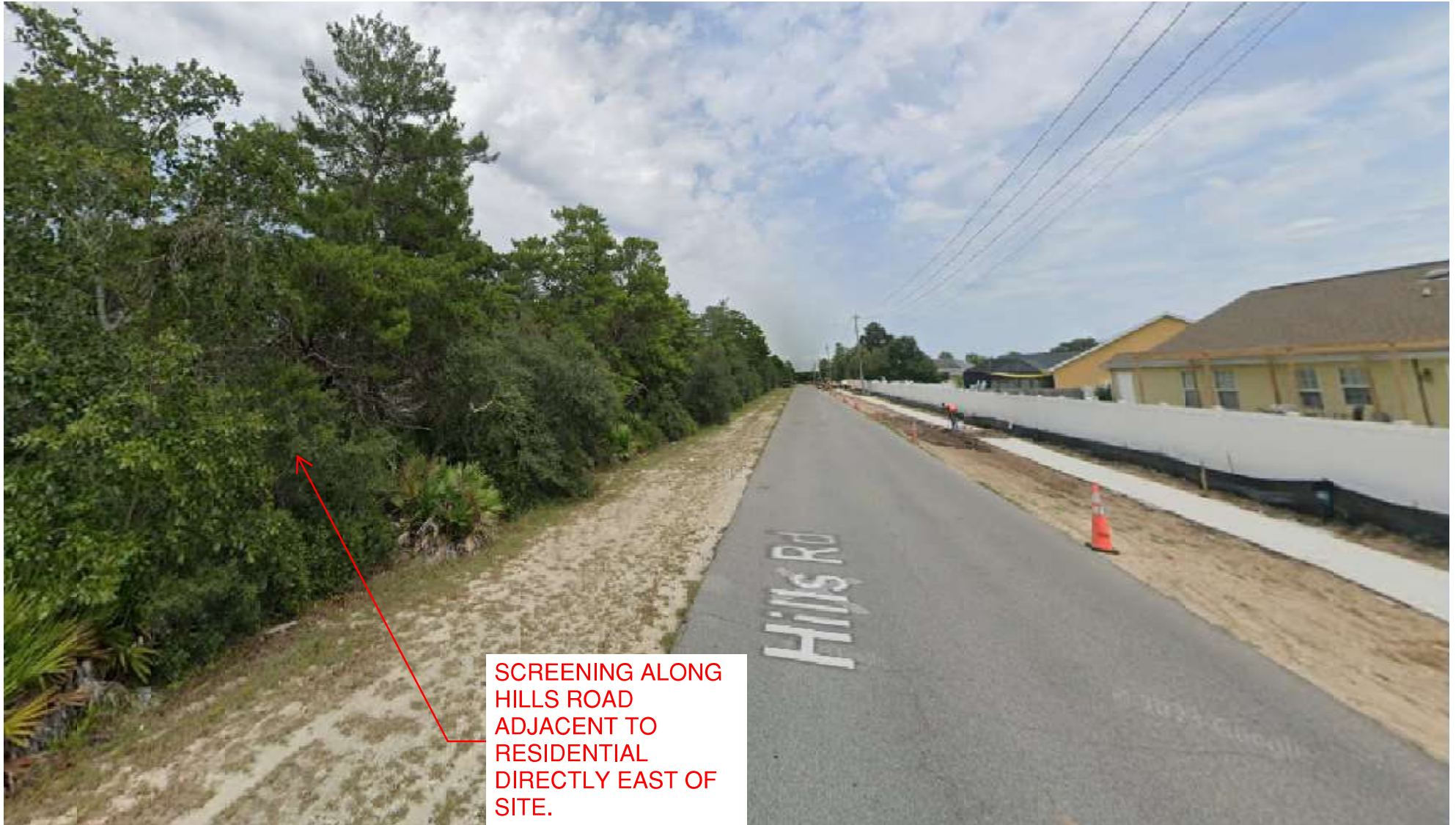
APPROXIMATE  
SITE AREA

Powell Adams Rd

Powell Adams Rd

Powell Adams Rd





SCREENING ALONG  
HILLS ROAD  
ADJACENT TO  
RESIDENTIAL  
DIRECTLY EAST OF  
SITE.