


RESOLUTION 15- 81

**BE IT RESOLVED** that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Conveyance Agreement between the City and The St. Joe Company, relating to the design, construction and conveyance of a right of way from North Pier Park Drive to Highway 79, in substantially the form attached and presented to the Council today, draft dated March 16, 2015, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.


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

**PASSED** in regular session this 26<sup>th</sup> day of March, 2015.

**CITY OF PANAMA CITY BEACH**

By:   
Gayle F. Oberst, Mayor

**ATTEST:**

  
Holly White, City Clerk  
Jo Smith, Deputy City Clerk

## CONVEYANCE AGREEMENT

This Conveyance Agreement ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date"), by and between the City of Panama City Beach ("PCB") and The St. Joe Company, a Florida corporation, or its affiliates or assigns ("St. Joe").

WHEREAS, St. Joe is the owner of certain land located in Bay County, Florida as more particularly described on **Exhibit "A"** attached hereto (the "Land") consisting of that certain existing road on the Land ("Segment 1") and that certain road to be constructed on the Land ("Segment 2"), both as described therein; and

WHEREAS, PCB wishes to acquire title to the Land and, as part of the consideration for the conveyance of the Land, PCB will agree to perform certain construction and maintenance activities (as defined herein).

NOW THEREFORE, IN CONSIDERATION of the mutual terms, conditions, and promises contained herein, and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, St. Joe and PCB agree as follows:

1. **Recitals.** The Recitals set forth above and the referenced exhibits are incorporated herein by reference.
2. **Conveyance of Land.** St. Joe agrees to convey the Land (the "Closing") on or before the 90th day following the date that St. Joe provides construction drawings to PCB. Such construction drawings shall include a legal description for Segment 2 suitable to be used in the special warranty deed contemplated herein. In the event the Closing does not occur on or before the 300th day following the Effective Date, either party may terminate this Agreement upon written notice to the other party and without liability to that party. Conveyance of the Land shall be made by standard special warranty deed and the conveyance documents shall specify that: (i) use of the Land shall be for installation and maintenance of roads no wider than 150' and two (2) lanes, unless agreed upon in writing by PCB and St. Joe, and title to the Land shall revert to St. Joe if, within thirty (30) years of the date of the deed, PCB uses the parcels or allows the parcels to be used for any purpose other than the following:
  - a. Ingress, egress, and travel by all manner of persons, vehicles, and equipment, including uses associated with ingress, egress, and travel and which are typically conducted on or around city roads, such as, but not limited to, races and parades.
  - b. Construction, maintenance and repairs to the improved roadway, including the Roadway Extension (as hereafter defined), together with all drainage systems, landscaping, and utilities.
  - c. Installation of landscaping, signs, and utilities including the right to excavate for, install, bury, construct, maintain, repair, alter, and operate water, wastewater, reuse, stormwater, telecommunications and information technology lines, and any other public utilities.
  - d. Access to the roads from adjoining properties, including driveways when constructed in accordance with state and local law.

PCB agrees that upon Closing, it will accept ownership and all maintenance for Segment 1 at its sole cost and expense.

3. **Construction of a Road.** A road exists on the portion of the Land known as North Pier Park Drive. PCB agrees to construct a two (2) lane roadway on the Land ("Roadway Extension"), which roadway shall connect the current terminus of North Pier Park Drive to State Road 79. PCB shall build the Roadway Extension in substantial compliance with the design plans provided by St. Joe and agreed to by PCB. St. Joe acknowledges that PCB will not have accepted the design plans until the City Council has approved the design plans at a public meeting. Once such design plans have been agreed upon by St. Joe and PCB, such plans shall become **Exhibit "B"** to this Agreement and the legal description for Segment 2 provided by such plans shall become part of **Exhibit "B"** to this Agreement. If the parties are unable to agree to design plans within a reasonable time following the execution of this Agreement, either party may cancel this Agreement without liability to the other. Once such design plans have been completed and agreed upon by the parties, PCB shall complete construction of the Roadway Extension on or before the \_\_\_\_th day following PCB's acceptance of the design plans (the "Completion Date"). The deeds of conveyance for the Land shall specify that failure to complete the Roadway Extension on or before the Completion Date shall entitle St. Joe to retake the Land by providing written notice to PCB. In the event of such failure, PCB shall not be liable to St. Joe for damages.
4. **Design/Build Process.** This agreement does not preclude the ability for the parties to agree on a design/build process, provided both parties determine such process is mutually beneficial and the terms and conditions of such process can be agreed upon by both parties and described in a separate agreement.
5. **Reservation of Rights.** St. Joe shall reserve perpetual easements upon, under, over and across the Land for access, maintenance, and utilities, in addition to the right to tie into all roadways currently constructed or to be constructed on the Land with driveways and/or additional road rights-of-way, provided St. Joe complies with the then current local, state, and federal laws.
6. **Permits.** St. Joe shall transfer and assign to PCB any and all permits from Army Corps of Engineers and/or Florida Department of Environmental Protection related to construction of roadways on the Land in its possession upon conveyance of the Land. St. Joe represents that all mitigation required by 03-0236383-001-EA (as modified April 20, 2007) and RGP SAJ-86 Authorization SAJ-2005-9182 (including Modification #1, February 27, 2008) is underway or complete and that all conservation easements required by those permits have been recorded. St. Joe shall not cancel any of the mitigation efforts or easements required by those permits and shall otherwise complete all mitigation requirements of those permits. PCB shall not be required to perform or contribute financially to any mitigation required by those permits. In the event that St. Joe proposes to modify the mitigation in place associated with those permits, PCB shall not object so long as no costs would result to PCB and no non-de minimis efforts would be required from PCB.
7. **Title.** Within ten (10) days of the City Council's approval of the design plans i, PCB shall order a standard form of ALTA Owner's Title Commitment Policy (the "Commitment") covering the Land issued by a Title Insurance Company licensed to do business in the State of Florida ("Title Company"), together with copies of all instruments, if any, referred to in the Commitment as exceptions to title. Within thirty (30) days of receipt of the Commitment, together with copies of all documents constituting exceptions to title and Survey, PCB shall give notice in writing to St. Joe of any defects in or objections so specified. Failure to give such notice shall be a waiver of any defects or objections. If St. Joe fails to clear the title of defects and objections within forty-five (45) days, or such time as may be extended by PCB, PCB may cancel this Agreement.

At the Closing, Seller shall:

- a. Deliver to PCB a duly executed and acknowledged special warranty deed conveying good and marketable title in fee simple to all of the Land, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:
    - (1) General real estate taxes for the year of closing and subsequent years not yet due and payable;
    - (2) Any exceptions approved or waived by PCB pursuant to this Contract including the deed restrictions contained in paragraph 2 and the reservation of rights contained in paragraph 4 herein; and
    - (3) Any exceptions approved by PCB in writing.
  - b. Deliver to PCB an Owner's Title Policy in PCB's favor, insuring PCB's fee simple title to the Land, subject only to those title exceptions listed in this Agreement, and such other exceptions as may be approved in writing or waived by PCB.
8. **Future Roadway Widening.** This Agreement does not in and of itself obligate either party for any costs or responsibilities associated with the future widening of the roadway located on the Land but should the need arise, the Parties agree to cooperatively discuss and if applicable, execute a subsequent mutually acceptable agreement.
9. **Parallel Road to U.S. 98 (aka "Back-Back Beach Road").** This Agreement does not in and of itself obligate either party for any costs or responsibilities associated with the future planning and construction of a parallel road to U.S 98 from SR 79 to Nautilus Drive (aka Back-Back Beach Road), but the parties agree that this Roadway Extension may serve as the first segment of the Back-Back Beach Road and therefore the parties agree to discuss in good faith the feasibility of Back-Back Beach Road and include other parties in said discussions, including but not limited to the Florida Department of Transportation and Bay County.
10. **Costs Relating to Conveyances.** PCB agrees to pay all costs associated with any conveyance governed by this Agreement, including, but not limited to: (i) Preliminary Title Commitment; (ii) Owners Title Policy; (ii) recording fees and transfer taxes; (iii) attorneys' fees and costs for closing; and (iv) appraisal if required for title insurance purposes. To the extent that a survey is not complete, St. Joe agrees to pay the cost of remaining survey work and preparation of the legal description.

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

11. **Costs Relating to Construction of a Road.** St. Joe agrees to pay all costs associated with the engineering, surveying, and permitting of the Roadway Extension. PCB agrees to pay all costs associated with construction of the Roadway Extension, including the construction of the utilities. PCB further agrees to pay all costs associated with the operation of the utilities that are normally paid by PCB for utilities in the city. In the event an optional change order is issued, the party requesting the change order shall be required to pay all construction and design costs associated with that change order. In the event a change order is required resulting from a deficiency or error in the design plans provided by St. Joe, St. Joe shall be required to pay all construction and design costs for the change order.

12. **St. Joe's Representations.** As a material inducement to PCB to execute and perform its obligations under this Agreement, on the date of the Closing the following statements shall be true:

- a. There are no actions, suits, or proceedings (including condemnation) pending or threatened against the Land, at law or in equity or before any federal, state, municipal, or other government agency or instrumentality, domestic or foreign, nor is St. Joe aware of any facts which to its knowledge might result in any such action, suit, or proceeding. St. Joe is not in default with respect to any order or decree of any court of any governmental agency or instrumentality affecting the Land;
- b. St. Joe has good, absolute, and indefeasible title to all of the Land, held subject to no lease, mortgage, pledge, lien, charge, security interest, encumbrance, or restriction whatsoever arising during St. Joe's ownership of the Land, except as disclosed to PCB or reflected on the Commitment, and St. Joe is duly authorized to convey the Land, and any fixtures, and/or improvements located thereon;
- c. St. Joe warrants at Closing that, to the best of its knowledge, the Land is not contaminated with, or at risk from sources off of the Land of becoming contaminated with, any chemical, material or substance to which exposure is prohibited, limited or regulated by any federal, state, county, local or regional authority or which is known to pose a hazard to health and safety and that the Land, such as but not limited to substances regulated as "pollutants" under the Federal Water Pollution Control Act or substances regulated under the Federal Insecticide, Fungicide, and Rodenticide Act, the Federal Resource Conservation and Recovery Act, the Federal Comprehensive Environmental Response, Compensation, and Liability Act, the Federal Oil Pollution Act, the Federal Toxic Substances Control Act, or Chapters 373, 376, or 403 of the Florida Statutes and the Land has never been used as a landfill, dump site, storage site of hazardous substances, livestock farm, manufacturing site of any product, or for any other industrial use;

All statements, representations and warranties in this Section 10 shall expressly survive the Closing, provided, however, an incorrect statement, representation, or warranty shall be a breach of this Agreement, entitling PCB to damages from St. Joe, but not entitling PCB to the remedy of specific performance (as set forth in paragraph 11 herein) with respect to St. Joe's representations and warranties contained herein.

13. **Remedies.** The parties agree that due to the nature of this Agreement, certain remedies to address a breach of this Agreement by either party would be inadequate. Therefore, each party agrees that the other party shall be entitled to the remedy of specific performance in the event of a breach of this Agreement, except that PCB cannot be compelled to construct or complete construction of the Roadway Extension so long as PCB will promptly convey the Land to St. Joe. Further, in such event that PCB promptly conveys the Land to St. Joe, PCB shall not be liable to St. Joe for damages

for breach of contract or any other cause of action. In addition, the prevailing party in any action or claim regarding a breach of this Agreement shall be entitled to collect from the breaching party all attorneys' fees and costs incurred by the non-breaching party in prosecuting the claim of breach.

14. **Amendments and Modifications.** No amendment, modification, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

15. **Notices.** All notices and communications required or allowed by this Agreement shall be in writing and delivered in person, by overnight delivery, by electronic mail delivery, or by Certified Mail, Return Receipt Requested, postage prepaid or as otherwise provided in this Section, addressed to the party or person to whom the notice is being given at the following addresses:

TO ST. JOE:                   Jorge Gonzalez  
The St. Joe Company  
133 S. WaterSound Parkway  
WaterSound, FL 32413  
Phone: (850) 231-6433  
Email: [jorge.gonzalez@joe.com](mailto:jorge.gonzalez@joe.com)

WITH A COPY TO:       Ken Borick  
The St. Joe Company  
133 S. WaterSound Parkway  
WaterSound, FL 32413  
Phone: (850) 231-6575  
Email: [ken.borick@joe.com](mailto:ken.borick@joe.com)

TO PCB:                     Mario Gisbert  
City of Panama City Beach  
110 South Arnold Road  
Panama City Beach, FL 32413  
Phone: (850) 233-5100  
Email: [mgisbert@pcb.gov](mailto:mgisbert@pcb.gov)

16. **Prior Agreements.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

17. **Applicable Law and Venue.** This Agreement shall be governed, construed and controlled according to the laws of the State of Florida and any applicable laws of the United States of America. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the appropriate court situated in Bay County, Florida.

18. **Severability.** If any part of this Agreement is found by a court of competent jurisdiction to be contrary to, or prohibited by, or deemed to be invalid under applicable laws or regulations, such

provisions shall be inapplicable and shall be deemed omitted to the extent so contrary, prohibited or invalid, but the remaining provisions hereof shall not be invalidated thereby and shall be given effect as far as possible.

- 19. **Interpretation.** The section headings used in this Agreement are for convenience of reference only and are not intended to affect the construction of, or to be taken into consideration in interpreting this Agreement.
- 20. **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction be constructed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement.

WITNESS:

**THE ST. JOE COMPANY**

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

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

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

**CITY OF PANAMA CITY BEACH**

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

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

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

**Exhibit "A"**

**The Land**

**Segment 1- Existing Road**

**Segment 2- Road to be Constructed**



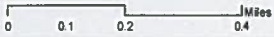
**EXHIBIT A**  
**(Pier Park Drive Extension – Segment 1 - Previously Constructed)**

DESCRIPTION PROPOSED RIGHT-OF-WAY (RIGHT-OF-WAY WIDTH VARIES):

**COMMENCE** AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 17, NORTH 01°33'11" EAST FOR A DISTANCE OF 2130.31 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 98 (PANAMA CITY BEACH PARKWAY - A 200 FEET WIDE RIGHT-OF-WAY); THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: SOUTH 69°52'52" EAST FOR A DISTANCE OF 725.05 FEET TO A POINT OF CURVATURE TO THE RIGHT AND CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID ARC OF CURVE WITH A RADIUS OF 5661.65 FEET, A DELTA ANGLE OF 15°41'00", (CHORD BEARING SOUTH 62°02'22" EAST A DISTANCE OF 1544.91 FEET) FOR AN ARC DISTANCE OF 1549.74 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 54°11'52" EAST FOR A DISTANCE OF 180.91 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 35°48'08" EAST FOR A DISTANCE OF 200.00 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 98 AND THE PROPOSED WESTERLY RIGHT-OF-WAY LINE; SAID POINT OF INTERSECTION ALSO BEING THE **POINT OF BEGINNING** OF HEREIN DESCRIBED PARCEL; THENCE ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: NORTH 32°04'09" EAST FOR A DISTANCE OF 219.46 FEET; THENCE SOUTH 57°55'51" EAST FOR A DISTANCE OF 11.00 FEET; THENCE NORTH 32°04'09" EAST FOR A DISTANCE OF 529.75 FEET; THENCE NORTH 57°55'51" WEST FOR A DISTANCE OF 18.53 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE WITH A RADIUS OF 4937.50 FEET, A DELTA ANGLE OF 4°38'27", (CHORD BEARING NORTH 26°54'51" EAST A DISTANCE OF 399.82 FEET), FOR AN ARC DISTANCE OF 399.93 FEET TO THE POINT OF TANGENCY; THENCE NORTH 24°35'17" EAST FOR A DISTANCE OF 143.22 FEET TO A POINT OF CURVATURE CONCAVE TO THE NORTHWEST, THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE WITH A RADIUS OF 1937.50 FEET, A DELTA ANGLE OF 11°48'22", (CHORD BEARING NORTH 18°41'06" EAST A DISTANCE OF 398.52 FEET) FOR AN ARC DISTANCE OF 399.23 FEET TO THE POINT OF TANGENCY; THENCE NORTH 12°46'55" EAST FOR A DISTANCE OF 94.87 FEET; THENCE DEPARTING PROPOSED WESTERLY RIGHT-OF-WAY, SOUTH 77°13'05" EAST FOR A DISTANCE OF 159.13 FEET TO THE PROPOSED EASTERLY RIGHT-OF-WAY LINE AND THE WESTERLY BOUNDARY OF PALMETTO TRACE PHASE FOUR AS FOUND IN PLAT BOOK 21, PAGE 48, OF THE PUBLIC RECORDS OF BAY COUNTY, THENCE ALONG SAID WESTERLY BOUNDARY (AND THE SOUTHWESTERLY EXTENSION THEREOF) AND THE PROPOSED EASTERLY RIGHT-OF-WAY LINE, SOUTH 18°29'03" WEST FOR A DISTANCE OF 623.79 FEET; THENCE SOUTH 32°04'09" WEST FOR A DISTANCE OF 1220.12 FEET TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 98, THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 54°11'52" WEST FOR A DISTANCE OF 111.24 FEET TO THE **POINT OF BEGINNING**. SAID PARCEL LYING IN AND BEING A PORTION OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA. CONTAINING 5.256 ACRES, MORE OR LESS.



# Pier Park Loop Road Project



- |                                    |                                 |                              |
|------------------------------------|---------------------------------|------------------------------|
| St. Joe Property                   | Project Boundary                | RGP-EMA I Estimated Wetlands |
| City of Panama City Beach Property | Existing Conservation Easements | HQ Wetlands                  |
| Conservation Unit Boundaries       | LQ Wetlands                     |                              |



I:\Projects\County\Bayside\Pier Park Loop Road\MXD  
 Pier Park Loop Road\_E2306\_111111.mxd  
 (Pier Park Loop Road\_C:\MSD\_111111.pdf)

**Exhibit "B"**

**[to be inserted]**



# Loop Road Options

Sections 7, 8, 16, 17 and 21  
of T3S R16W.

Bay County, FL

## Legend

- Proposed Connector Road
- PCB Naulus Extension Option
- Loop Road Segment One
- Low Quality Wetlands
- High Quality Wetlands
- St. Joe Property Boundary



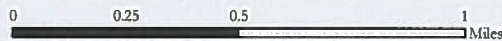
Disclaimer

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The information shown, attached or mentioned herein is believed accurate but is not warranted or guaranteed. It is subject to errors, omissions and change without notice and should be independently verified. The availability and pricing of The St. Joe Company property through any of its affiliates or subsidiaries is also subject to change without notice. Access to this property is prohibited without the express written consent of The St. Joe Company or its agent. "ST JOE" and the "St. Joe Logo" design are service marks of The St. Joe Company. Used where prohibited by law. Equal Housing Opportunity.



St. Joe Company GIS  
Calvin W. Potts, Jr.



2/5/2015