

**RESOLUTION 19-60**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE CITY'S AGREEMENT WITH THE ST. JOE COMPANY RELATED TO THE MITIGATION OBLIGATIONS ARISING FROM THE PURCHASE OF LAND FOR THE WASTEWATER TREATMENT FACILITY SITE WEST OF THE COMMERCE PARK; CONFIRMING THE ACREAGES OF LAND TO BE CONVEYED; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain First Amendment to the Real Estate Purchase Agreement between the City and The St. Joe Company, a Florida corporation, and the St. Joe Timberland Company of Delaware, LLC, a Delaware limited liability company, relating to mitigation obligations arising from the purchase of approximately 48 acres of vacant land located west of the Beach Commerce Park for a Wastewater Treatment Facility, 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 14<sup>th</sup> day of February, 2019.

**CITY OF PANAMA CITY BEACH**

By: 

Mike Thomas, Mayor

**ATTEST:**

  
Mary Jan Bossert, City Clerk

FIRST AMENDMENT  
TO  
REAL ESTATE PURCHASE AGREEMENT  
Between  
CITY OF PANAMA CITY BEACH, FLORIDA  
and THE ST. JOE COMPANY  
and ST. JOE TIMBERLAND COMPANY OF DELAWARE, LLC

This Amendment to Agreement dated \_\_\_\_\_, 201\_\_\_\_, (the “First Amendment”), made and entered into by and between the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation (the “Buyer”) and THE ST. JOE COMPANY, a Florida corporation, and ST. JOE TIMBERLAND COMPANY OF DELAWARE, LLC, a Delaware limited liability company (collectively, the “Seller”).

WHEREAS, the City and Seller entered into that certain Agreement relating to the purchase of approximately 30 acres of vacant land, together with adjoining wetlands and an easement for ingress, egress and utilities, which agreement was approved by Resolution of the City Council on June 14 2018, and

WHEREAS, considerable surveying has been undertaken and the acreages of the site and wetlands to be conveyed are now known with certainty, and the parties desire to amend the agreement to confirm the quantity of land to be purchased and conveyed; and

WHEREAS, the Agreement contemplated the mitigation of wetlands, for which the parties desire to enter into this First Amendment in order to clarify the obligations of each.

NOW THEREFORE, IN CONSIDERATION of the mutual terms and conditions, promises, covenants and payments set forth, the parties agree to amend the Agreement as follows:

1. The City and Developer wish to amend Section 1 of the Agreement to read as follows:

**Section 1.0 General Outline of Transaction.** Seller hereby agrees to sell and convey by statutory warranty deed, and Buyer hereby agrees to purchase and pay for, ~~is the owner in fee simple of two parcels of land located in Panama City Beach, Bay County, Florida, encompassing approximately 39.76 acres of contiguous uplands, converted uplands and other adjacent wetlands, and 8.771 acres of offsite wetland, 532+/- acres of land located in Panama City Beach, Bay County, Florida, within which the City wishes to acquire approximately 30+/- acres of contiguous uplands and converted wetlands, together with other adjacent wetlands~~ (“Property”), together with an eighty (80) foot wide, non-exclusive permanent easement to Buyer across Seller’s adjacent property on an existing timber road for purposes of ingress and egress and utilities to serve the Property (“Easement”) as generally depicted on **Exhibit “A”** attached hereto and by this reference incorporated herein. The exact legal description and acreage of the Property and the legal description of the Easement are to be determined by the “Survey” as hereinafter defined.

2. The City and Developer wish to amend Section 30 of the Agreement to read as follows:

**Section 30.0 Mitigation.** Per the requirements of the Ecosystem Management Agreement identified in Section 31.0, the following mitigation measures, in the form of conservation easements, are required. Seller shall delineate all wetlands on the Property and Easement. Buyer shall obtain, at its sole cost and expense, a survey of the delineated wetlands on the Property and Easement and the offsite mitigation area.

**Section 30.1 On-Site Conservation Easement.** Pursuant to the RGP/EMA, a conservation easement shall be recorded by Seller for onsite and offsite wetlands not proposed for impact to meet the 80:20 preservation requirement. Buyer shall obtain, at its sole cost and expense, all surveys, sketches and legal descriptions needed for on-site wetlands which require a conservation easement. Buyer shall be responsible for any and all costs associated with the construction, implementation, maintenance, compliance and management of the onsite mitigation area.

**Section 30.2 Off-Site Conservation Easement for Active Mitigation.** Except for those duties expressly assumed by Buyer below, Seller shall be solely responsible for providing an off-site mitigation area within the Phillips Inlet sub basin, as required for to offset impacts to low quality wetlands and high quality wetlands within the Property and Easement. Seller shall make good faith efforts to provide the off-site mitigation area in the Phillips Inlet sub basin adjacent to the Panama City Beach Conservation Park ("PCBCP"). In the event an off-site mitigation area satisfactory to wetland regulatory agency requirements cannot be located adjacent to PCBCP, an alternate site within the Phillips Inlet sub basin will be provided. Pursuant to the RGP/EMA, a conservation easement shall be recorded by Seller to offset wetland impacts made within the same sub basin. Buyer shall obtain, at its sole cost and expense, all surveys, sketches and legal descriptions needed for on-site and offsite wetlands which require a the conservation easement. Buyer shall be responsible for any and all costs associated with the construction, implementation, and maintenance, compliance and management of the off-site mitigation area as required by the permit.

**Section 30.3 Off-Site Conservation Easement within South American Swamp Conservation Area.** Seller shall be solely responsible to provide land for an easement within the South American Swamp Conservation Area that is equal to the percentage of the project within the Basin. A conservation easement shall be recorded by Seller within the South American Swamp Conservation Area. Buyer shall pay for all surveys, sketches and legal descriptions needed for the conservation easement within the conservation unit.

3. Except as expressly modified by this First Amendment, the Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their names as of the day and year first above written.

WITNESSES:

DEVELOPER

THE ST. JOE COMPANY  
a Florida corporation

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Name

ST. JOE TIMBERLAND COMPANY OF  
DELAWARE, LLC, a Delaware limited liability  
corporation

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Name

CITY OF PANAMA CITY BEACH

\_\_\_\_\_  
Mario Gisbert, City Manager

ATTEST:

\_\_\_\_\_  
Mary Jan Bossert, City Clerk