

**October 15, 2019  
Regular Meeting  
12:00 Noon  
2775 Garrison Avenue  
Port St. Joe, Florida**



## **City of Port St. Joe**

**Rex Buzzett, Mayor-Commissioner  
Eric Langston, Commissioner, Group I  
David Ashbrook, Commissioner, Group II  
Brett Lowry, Commissioner, Group III  
Scott Hoffman, Commissioner, Group IV**

[All persons are invited to attend these meetings. Any person who decides to appeal any decision made by the Commission with respect to any matter considered at said meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The Board of City Commission of the City of Port St. Joe, Florida will not provide a verbatim record of this meeting.]

# BOARD OF CITY COMMISSION

Regular Public Meeting  
12:00 Noon  
2775 Garrison Avenue  
Tuesday October 15, 2019

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## Call to Order

## Consent Agenda

### Minutes

- Regular Meeting 10/1/19 Pages 1-3

### Bldg. Department

- Update (Quarterly) Page 4

### Long Term Recovery Committee- Update

### PSJRA- Update

### City Attorney

- Resolution 2019-09 Customer Trash Rates Pages 5-6

## Old Business

- Capital City Bank Lease Agreement- Ramsey Sims
- Disc Golf Pages 7-13
- Government Complex Grant
- Police Department Building- Mayor Buzzett
- Computer Upgrades

## New Business

- First Street Lift Station Easement Pages 8-26
- Electrical Service- Request to Bid for a Continuing Service Contract

### Public Works

- Update

### Surface Water Plant

- Update

### Waste Water Plant

- Update

### Finance Director

- Update

### City Engineer

- Trail Lighting/Upgrades Grant- Update
- Road Bond Money

**Code Enforcement**

- Update

**Police Department**

- Update

**City Clerk**

- Ghost on the Coast

**Page 27**

**Citizens to be Heard**

**Discussion Items by Commissioners**

**Motion to Adjourn**

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY  
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT  
2775 GARRISON AVENUE, October 1, 2019, at 6 P.M.**

The following were present: Mayor Buzzett, Commissioners Ashbrook, Hoffman, Langston, and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, and Attorney Adam Albritton were also present.

**CONSENT AGENDA**

**Minutes**

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to approve the Minutes of the Special Meeting Executive Session of September 17, 2019, and the Special Meeting 5:01 P.M. on September 17, 2019. All in favor; Motion carried 5-0.

**Building Department Update – Quarterly**

**Long Term Recovery Committee Update** – Vicki Abrams provided an update and asked for the City's help in getting the word out about their services. There is a large unmet need in the community and they are trying to make people aware of the service Ms. Abrams and her group are providing.

**PSJRA Update** – Commissioner Ashbrook noted the projects the PSJRA would be working on which include offering Façade Grants and using funds from Maddox Park for improvements at Core Park. Clerk Pierce reminded the Commissioners that the Maddox Park Property was deeded to the City by the Florida Communities Trust (FCT) and there are covenants and restrictions that apply to the property. FCT also requires that any funds generated by the park be reinvested in the site. Clerk Pierce is to check with FCT concerning whether the bathroom facility can be moved or have to be rebuilt in the same location.

**City Attorney –**

*Ordinance 561 Marina PUD; Second Reading and Consideration of Adoption:*

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to have the Second Reading of Ordinance 561. All in favor; Motion carried 5-0. Attorney Albritton read Ordinance 561 by Title only.

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to adopt Ordinance 561. All in favor; Motion carried 5-0.

Attorney Albritton shared that he is working on the issue of TDC Funds being used by the City.

**CITY MANAGER'S REPORT – Jim Anderson**

**Old Business**

*BCC Contract*

Jason Tunnell was present at the meeting. Questions were asked about alley pickups and the increase in tonnage from \$52.50 to \$85.00. Alley service will continue as is presently done, and Mr. Tunnell explained that the transfer station had been down requiring haulers to go to Panama City. The Bay County Incinerator is also down, and refuse is having to be hauled to Highway 79.

After a lengthy discussion, a Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to move forward with the contract, and by the first meeting in January to renegotiate the price for tipping fees. All in favor; Motion carried 5-0.

**New Business**

*Cars under the Bridge on Highway 98 – Commissioner Langston:*

Commissioner Langston feels that this issue has been resolved.

*Grant Writing Task order – Gouras and Associates, LLC, and The Ferguson Group:*

After discussion on the two firms, the cost for the Task Order, and work to be done, a Motion was made by Commissioner Hoffman, second by Commissioner Langston, to accept the offer from the Ferguson Group for the Task Order in the amount of \$4,000. All in favor; Motion carried 5-0.

**Public Works – John Grantland** did not have any updates, but noted that yard debris is being picked up 5 days per week by the City in preparation for BCC beginning their pickup.

**Surface Water Plant – Larry McClamma** shared that that an RFP is being advertised for Filters.

**Wastewater Plant – Kevin Pettis** noted they are currently replacing filters, doing maintenance work, and no discharging is being done this month. He has two Quality Labor Management employees, provided by Workforce, working with them on the Filters.

**Finance Director – Mike Lacour** advised the new Fiscal Year began today, he is wrapping up last Fiscal Year, pushing information to the auditors, and is still working with FEMA.

Mayor Buzzett noted that the City's millage has remained the same for more than 12 years and he attributed this accomplishment to City Staff and their work ethic.

**City Engineer – Clay Smallwood, III**

*Trail Lighting / Upgrades Grant Update* – Duke Energy is still assembling information on this.

*Road Bond Money* – Figures should be in by the end of the week for Clifford Sims Park.

Mr. Smallwood will readvertise the Frank Pate Park Project.

Mr. Grantland shared that submittals for the pedestrian Bridge have been given to Mr. Smallwood.

**Code Enforcement** - Mayor Buzzett stated this report was no longer needed each meeting.

**Police Department – Chief Matt Herring** did not have any updates for the Commission.

**City Clerk - Charlotte Pierce** – Mrs. Pierce noted that everything is coming together for Ghost on the Coast, and people are volunteering to help.

**Centennial Building Grant** – Clerk Pierce shared that the Centennial Building Grant was ranked number one out of 57 applications by the Florida Historical Commission last Thursday in Tallahassee. She noted the results are unofficial as they have not been approved by the secretary of state, and funding for the project will have to be allocated by the legislature when they meet in January. Mrs. Pierce thanked everyone who has helped with the grant.

**Citizens to be Heard –**

Jill Bebee shared they were having some organizational issues with the Community Garden Project and are trying to find other organizations to help with the project and allow them to go under their umbrella for liability insurance.

Reese Antley approached the Commission about Disc Golf and hosting tournaments for the sport here. After discussion, a Motion was made by Commissioner Hoffman, second by Commissioner Lowry, for Reese Antley to work with the City on this project, and have it on the Agenda for October 15, 2019, for a 9 hole course start up. The location is to be determined. All in favor; Motion carried 5-0.

**Discussion Items by Commissioners**

*Commissioner Hoffman* reminded Mr. Grantland that a pole barn is to be built at the fish cleaning station when the weather cools down.

*Commissioner Lowry* suggested that there be a Workshop or place on the Agenda to discuss the funding that has been provided for the possibility of a new government complex.

*Commissioner Ashbrook* requested business cards from the United Methodist Committee on Relief to be handed out to make people aware of their program. He shared that he would be attending a conference on Rising Sea Levels in Washington, DC on October 21 and 22, 2019, at no cost to the City.

Commissioner Ashbrook also asked that another meeting be held with the PACES Foundation on affordable housing.

*Commissioner Langston* requested that a Community Clean Up be held and suggested doing it by sections in the City.

*Mayor Buzzett* announced that he and City Manager, Jim Anderson, had met with representative of the St. Joe Company and the company will be building approximately 200 entry level homes in the \$200,000 range at Windmark for workers. He noted that his interview with WJHG-TV earlier today went well and expressed his appreciation for their interest in Port St. Joe.

A Motion was made by Commissioner Ashbrook, second by Commissioner Hoffman, to adjourn the meeting at 7:47 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Rex Buzzett, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charlotte M. Pierce, City Clerk

\_\_\_\_\_  
Date

October 10, 2018- October 10, 2019

Demolition Permits: 61

Residential Reroof: 391

Commercial Reroof: 59

Residential Remodel: 246

Commercial Remodel: 27

Temporary Power Poles: 51

Electric Service Repair: 119

Accessory Structures: 25

New Single Family Structures: 18

Temporary Structure Permits: 32

Total Permits: 1,538

RESOLUTION 2019-09

A RESOLUTION OF THE CITY OF PORT ST. JOE,  
FLORIDA, ESTABLISHING A SCHEDULE OF FEES  
FOR THE COLLECTION OF WASTE AS DETAILED IN  
ORDINANCE #347, SEC. 54-5, ADOPTED BY THE  
CITY ON JUNE 20, 2006; AND PROVIDING FOR AN  
EFFECTIVE DATE.

WHEREAS, Ordinance #347 having been adopted by the City of Port St. Joe on June 20, 2006, establishes a city code for garbage/trash removal; and

WHEREAS, Sec. 54-5 authorizes the City Commission to set a fee schedule for waste collection by resolution; and

WHEREAS, BCC Waste Solutions has negotiated with the City on fees to be charged, and the City has agreed upon the proposed fee schedule;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF PORT ST. JOE,  
FLORIDA:

1. That the Fee Schedule attached hereto and marked as Exhibit A shall be adopted as the schedule of fees to be charged to the citizens of Port St. Joe.

Effective date: This Resolution shall become effective October 15, 2019.

**THIS RESOLUTION ADOPTED** this October \_\_\_\_\_, 2019.

CITY COMMISSISON OF THE CITY  
OF PORT ST. JOE, FLORIDA

BY: \_\_\_\_\_

Rex Buzzett  
Mayor-Commissioner

Attest:

\_\_\_\_\_  
Charlotte Pierce  
Auditor/Clerk



Ex. (A)

**BCC rates FY2019-2020 based on Gulf County RFP #1819-05, Single Payer**

<b>Commercial Containers</b>	<b>1 X WK</b>	<b>2 X WK</b>	<b>3 X WK</b>	<b>4 X WK</b>	<b>5 X WK</b>
1 Yard City	\$31.65	\$63.30	\$94.94	\$126.59	\$158.24
2 Yard City	\$63.25	\$126.50	\$189.75	\$258.75	\$322.00
4 Yard City	\$126.50	\$258.75	\$385.25	\$517.50	\$644.00
6 Yard City	\$189.75	\$385.25	\$667.00	\$776.25	\$966.00
8 Yard City	\$258.75	\$517.50	\$776.25	\$1,035.00	\$1,293.75

<b>Commercial</b>	<b>1 X WK</b>	<b>2 X WK</b>
1 Cart City-96 gallons	\$29.33	\$58.65
2 Carts City-96 gallons	\$45.43	\$90.85
Compactor City-Monthly Rental		\$603.75
Compactor City-Per Haul rate		\$373.75
Compactor City-Fee per ton		\$85.00

<b>Home Business</b>	<b>1 X WK City</b>	
1 Cart-96 gallon	\$29.33	
<b>Residential</b>	<b>1 X WK City</b>	
1 – 96 Gallon Cart	\$20.15	
2 – 96 Gallon Carts	\$29.35	

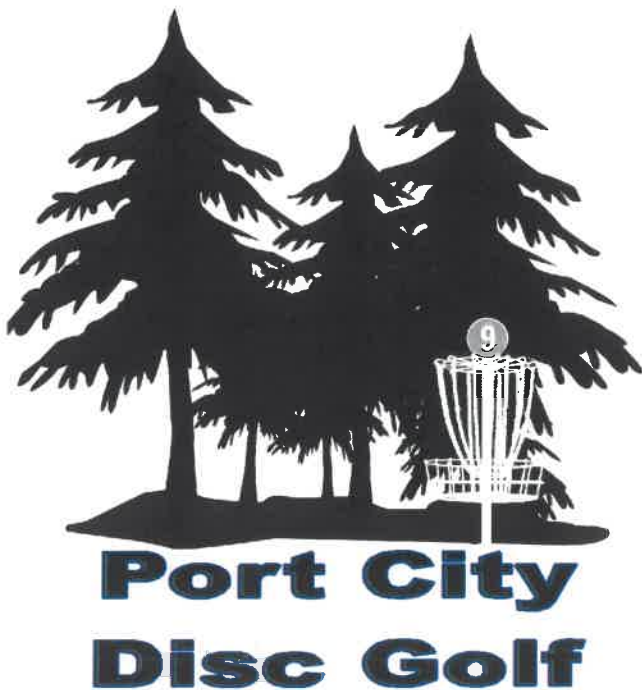
<b>Low Income</b>	<b>1 X WK City</b>	
1 – 96 Gallon Cart	\$20.15	
Back Door Service	\$6.00	
Senior Discount 62 years of age	\$1.00	
Bear Resistant Container	\$8.00	
Bear Proof Container	\$10.00	
Commercial Lock Bar one time fee	\$75.00	
Annual CPI Increase	2%	



# Port City Disc Golf Course Proposal

At Forest Park Par 3 Golf Course

August 15, 2019



## PORT CITY DISC GOLF COURSE

The Port City Disc Golf Club is proposing the installation of a disc golf course at the old 16<sup>th</sup> Street Golf Course/Forest Park Course. There are three different options that we recommend as starting points for growing Disc Golf in Port St. Joe

**Option 1: 9 Hole course at Forest Park Golf Course with only baskets. \$3,000.00**

**Option 2: 9 Hole course with Tee Pads, Signage and Baskets. \$7,000.00**

**Option 3: 18 Hole course at Forest Park and Buck Griffin Lake with Tee Pads, Signage, and Baskets. \$14,500**

We believe that an 18-hole course in Port St. Joe would become a destination course bringing players from all over the southeastern United States to play. However, we understand that disc golf is new and unknown to many which is why we would ask to start with option 1 and hopefully grow out to option 3.

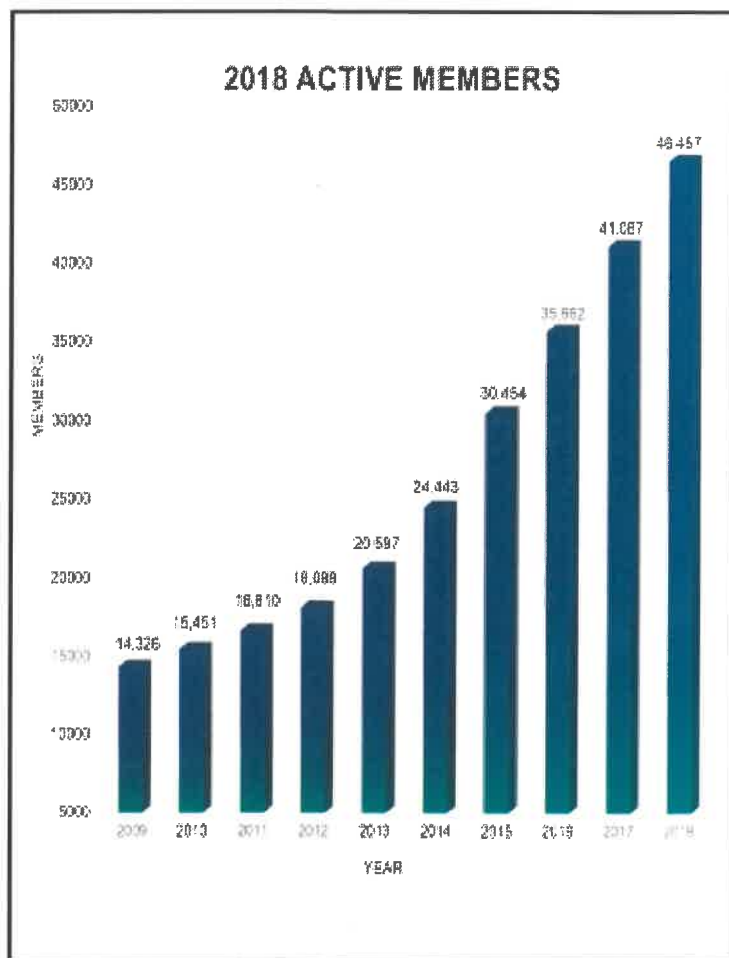
We believe that option 1 coupled with a tournament utilizing an additional 9-hole temporary course would show the potential and positives of a disc golf course in Port St. Joe. We the course being only baskets it will be easy to remove and reconfigure in the current park design changes such as for the water run off project.

### *Rationale:*

There are now more than 6000 Disc Golf courses in the United States and Canada, nearly all installed by city and county parks departments. They have found that there are few recreational activities that offer the high benefit-to-cost ratio of disc golf. Disc golf has relatively low capital and maintenance costs compared with other recreational installations, is environmentally sound, is played year-round in all climates and is enjoyed immediately even by beginners of all ages.

### *What Is Disc Golf?*

Disc Golf is played much like traditional golf. Instead of hitting a ball into a hole, you throw a more streamlined looking Frisbee® disc into a supported metal basket. The goal is the same: to complete the course in the fewest number of shots. A golf disc is thrown from a tee area to each basket, which is the "hole." As players progress down the fairway, they must make each consecutive shot from the spot where the previous throw has landed. The trees, shrubs and terrain changes in and around the fairways provide challenging obstacles for the golfer. Finally, the "putt" lands in the basket and the hole is completed.







### *Who Can Play?*

The simple answer is that everyone can. In studies measuring participation in recreational activities, "throwing a Frisbee" has consistently been a top-ten activity. A disc golf course serves a broader portion of the community than many narrower interest activities with higher cost, skill or fitness levels required to even begin to play. Men and women, young and old, families with small children -- all can play disc golf. Because disc golf is so easy to understand and enjoy, no one is excluded. Players merely match their pace to their capabilities and proceed from there.

### *How Much Does It Cost To Play?*

Many courses are located in city or regional parks where citizens play free. Most private and several public facilities will charge up to \$5 per day to play, or earn passive income from annual passes and/or fees to enter the park. The equipment itself is quite inexpensive – discs designed for golf sell for \$8-\$15 each and only one is needed to get started.

### *What Kind of Construction Would Be Planned?*

The installation of a 9-hole disc golf course at Forest Park would need only the installation of the baskets and tee markers. No foliage would need to be planted or removed. A few branches usually need to be trimmed or removed near a few tees and baskets, especially near eye level range.

**Tees:** Each hole would have two tees, a short one for novice players and a longer one for advanced players. For option 1 the tee pads would be "natural," marked with an item such as painted brick. On a few of the proposed holes, existing asphalt pathways could be marked with paint and used for tees. In the future, concrete tees 4" thick measuring approximately 5' x12' would be built flush with the ground.

**Baskets:** Each playable hole would have a basket mounted on a pipe that slides inside an anchor pipe that gets cemented into a hole measuring approximately 8" in diameter and 18-24" deep. The basket pipe and anchor pipe each have collar tabs that line up and are securely locked with a padlock. Each hole would have 1-2 additional anchors installed so that the basket could be moved to different anchor locations periodically to reduce soil compacting and erosion, plus add some variety for players similar to moving holes around on a golf green. Port City Disc Golf and Members of other area clubs can provide the labor for installation.

**Signs:** Although Tee signs are very important to help first time users find their way through the course, we believe we can make it navigable with just the simple painted tee markers and painted brick arrows for direction. Eventually each hole



would have a sign indicating the number, length, recommended flight path and par. In addition, a rules sign and information board should be installed before the first hole. The signs can be constructed with a variety of materials although we believe it would be preferable to construct signs with a natural appearance to fit in with the surrounding area. Commercial signs designed for disc golf are also available from several sources.

#### *What Maintenance Is Required For a Disc Golf Course at Forest Park?*

After installation, the maintenance needs for a disc golf course are primarily grass mowing. Unlike weekly mowing usually required for ball fields, mowing for disc golf can be stretched to every three weeks in the winter and every 2 weeks in the summer. And even then, only the fairways need attention. Port City Disc Golf is willing to help keep the grounds maintained if allowed by city insurance. The ideal summer mowing would be the entire course once a month and the fairways twice per month.

The targets are made of welded steel anchored in concrete and need no regular maintenance. In the unlikely event that one of the targets is damaged beyond repair or stolen, they can be replaced for around \$350. Much of the area of the proposed course is underutilized and is being mowed/maintained to a degree for disc golf. Port City Disc Golf volunteers would be eager to undertake an initial clean up of these areas and then maintain them as trash-free zones. With 2-3 anchor placements per hole, wear and tear on any one area is reduced. Walking pathways used by players may need occasional maintenance to prevent erosion and soil compacting.

#### *How Much Land Is Needed?*

The rough rule of thumb for total space needed is about one acre per hole. A significant advantage of disc golf is its ability to utilize areas that are not very desirable or usable for other activities. In addition, a disc golf course need not be an exclusive use area -- it can co-exist amicably with other active and passive recreation uses such as hiking, dog-walking, etc. Finally, the relative portability of baskets and signs allows the park department to inexpensively relocate the course to another site as the needs of the master plan dictate.

### **BENEFITS THE COMMUNITY**

The installation of a disc golf course in Port St. Joe would benefit the surrounding community by increasing and enhancing recreational opportunities, park safety and conservation goals.

*Recreational Needs:* A disc golf course would provide an inexpensive form of recreation for people of all age and skill levels and be a much needed addition to the recreational facilities at Forest Park. Disc skills, and in particular disc golf, can be included with the school districts physical education curriculum. Coaches at both Port St Joe High School and Elementary school have expressed great interest in adding disc skills. A disc golf course would give youth in the neighborhood a healthy and challenging outlet for their energies and would allow members of the Port City Disc Golf Club to organize clinics and youth leagues on their behalf. For the growing number of disc golfers in the area the presence of a disc golf course in the city limits would obviate the need to travel to play and would give them a base from which to further promote the sport.

Disc Golf Tournaments bring players of all levels from all over to compete. A tournament on an 18 hole course can bring in over 90 players and their families. Port St. Joe could host 2 tournaments a year during the slow times for our area to bring in additional visitors. A recreational disc golf player typically plays in at least one tournament a month.





**Area Tournaments –**

Tallahassee Open Pro Weekend (held on 2 courses) -113 Participants

Tallahassee Open Amateur Weekend – 97 Participants

National Peanut Festival Disc Golf Classic – 90 Participants

Defuniak Trilogy Challenge – 80 Participants

Panama City Par 2 – 82 Participants

**Safety:** A disc golf course in the 16<sup>th</sup> street area would increase foot traffic in the Park at random times during the day and steadily during evenings and weekends. The influx of purposeful visitors would discourage the presence of individuals who are only in the park to cause mischief and perhaps engage in crime. Areas that are infrequently used and considered unsafe would be "opened-up" by the course.

**Conservation:** Disc golf can be an environment-friendly sport. Unlike traditional golf, a disc golf course may not require trees to be removed, grass mowed and watered daily, plants uprooted or non-native species planted. Many courses can be designed to fit into the existing flora of the park like Forest Park. The impact of a disc golf course on the surrounding area is minimal. Each hole has multiple pin placements, ensuring that no one area gets constant foot traffic (this has the added benefit of providing new challenges to players). In addition, disc golfers overall tend to take great pride in where they play, helping reduce potential litter on the course. In the long-term, a disc golf course would also help in the preservation of the park by giving young people in the neighborhood a stake in its preservation and protection.

**Economics:** A deluxe 18-hole disc golf course with two sets of tees, professional signs and baskets can be purchased and installed for under \$20,000, much less than the cost of a single tennis or basketball court. A 9 hole course is less than \$4,000.00. A 18-hole course can serve more than 100 people at any time, compared with a tennis court (4 maximum) or basketball court (10 maximum).

In summary, we are proposing a 9 hole disc golf course at the Forest Park Par 3 Golf Course. This course will have baskets installed and utilize the natural turf as tee pads. The fairways will need to be mowed twice per month with the "rough" areas mowed one per month. A tournament will be held in the offseason to introduce the community to disc golf and to help fund future disc golf course expansion.






# Port City

Disc Golf Course

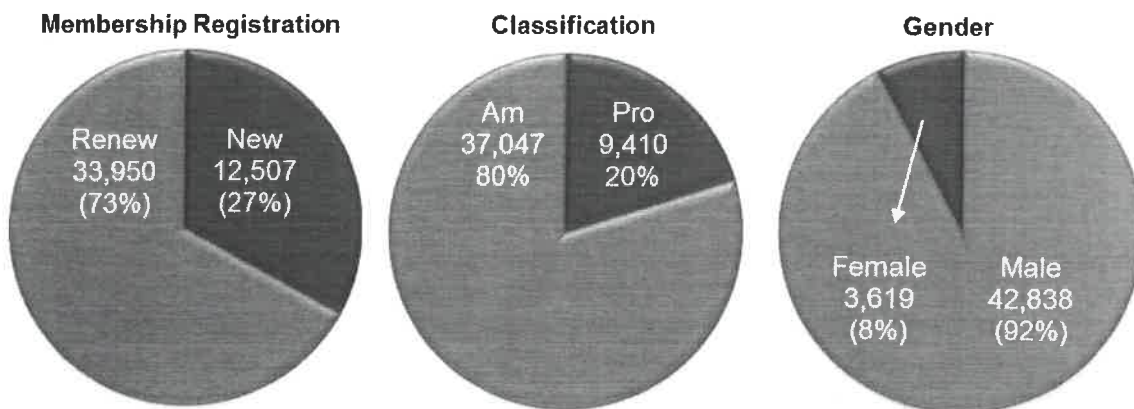


## Legend

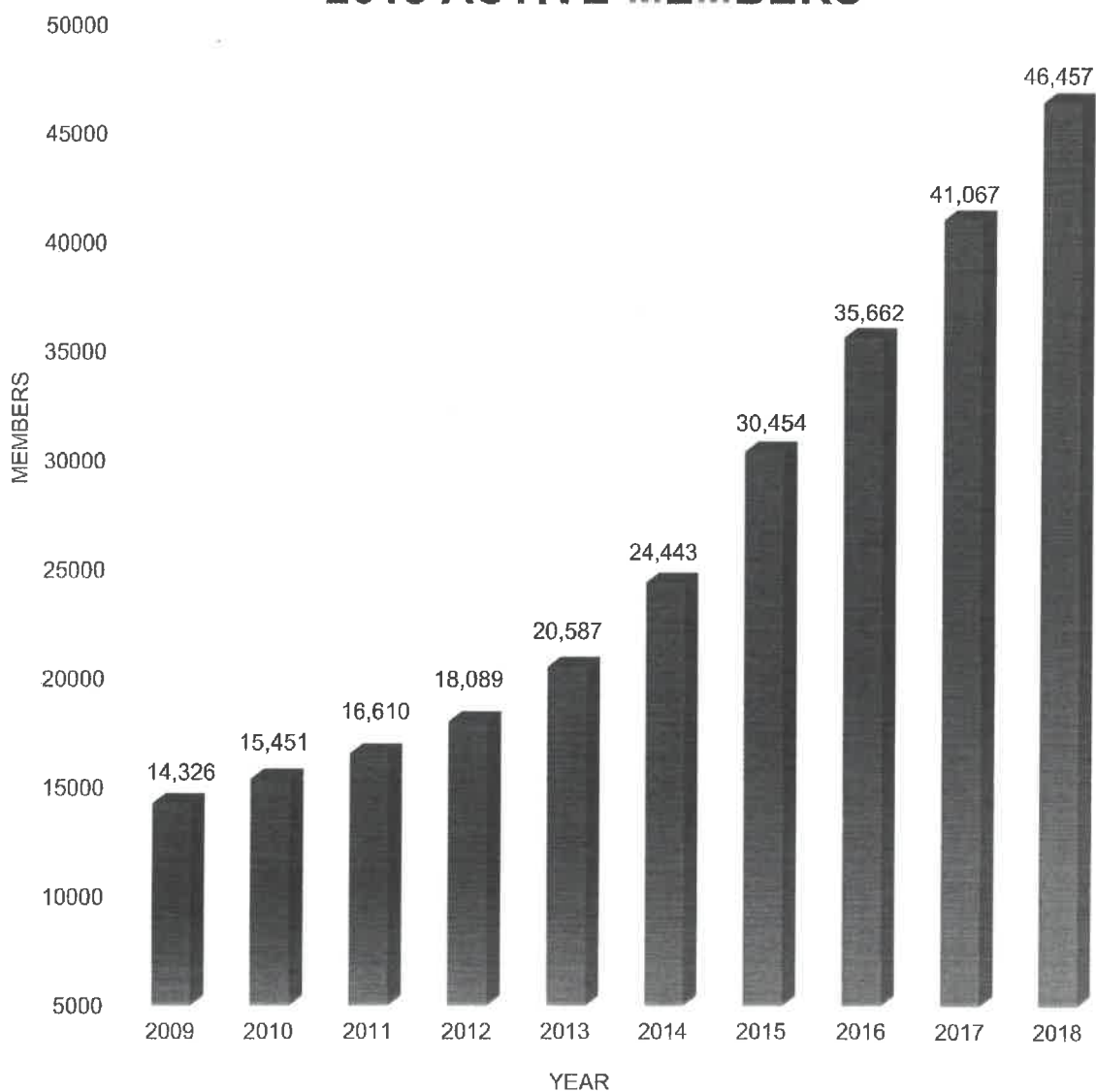
-  Am Route
-  Green/Fairway/Tee
-  Pro Route



In 2018, PDGA memberships grew by 13.13% to 46,457 active members and assigning #115,563.



## 2018 ACTIVE MEMBERS





## REAL ESTATE DONATION AGREEMENT

**THIS REAL ESTATE DONATION AGREEMENT** (this "**Agreement**") is made and entered into as of the date when last signed by Donor or Donee (the "**Effective Date**") by and between **ST. JOE TIMBERLAND COMPANY OF DELAWARE, L.L.C.**, a Delaware limited liability company ("**Donor**") and **CITY OF PORT ST. JOE, FLORIDA**, a Florida municipal corporation ("**Donee**"). Donor and Donee are collectively referred to herein as the "**Parties**".

### WITNESSETH:

In consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereby agree as follows:

**Section 1.0     General Outline of Transaction.** Donor is the owner in fee simple of that parcel of land containing approximately \_\_\_\_\_ acres +/- located in Port St. Joe, Gulf County, Florida, as generally described in **Exhibit "A"** attached hereto and made a part hereof (the "**Land**"). **Exhibit "A"** attached hereto is provided for general informational purposes only and shall not be deemed to be the exact legal description of the Land intended to be donated pursuant hereto but is agreed to be sufficient to form a basis for this Agreement. The parties shall revise **Exhibit "A"** to contain an appropriate legal description upon completion of the Survey and Commitment as described in Section 5 below. Seller shall grant a fifteen (15) foot wide, non-exclusive easement to Donee across Donor's adjacent property for purposes of ingress and egress to the Land from First Street as generally depicted on **Exhibit "A"** (the "**Easement**").

### **Section 2.0     Intent to Donate the Property.**

2.1 Under the terms of this Agreement, Donor hereby agrees to donate, transfer and convey the Land, together with all appurtenances, hereditaments, easements, improvements and all right, title, and interest of Donor in and to any drainage ditches, alleys, roads, streets, easements of access and utility rights of way abutting or adjoining the property (hereinafter collectively the "**Property**"), to Donee by a special warranty deed ("**Special Warranty Deed**"), in fee simple, free and clear of all liens, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of Donee and do not impair the marketability of title to the Property.

2.2 The Special Warranty Deed shall specify that use of the Property shall be for purposes incidental to Donee's operation of a sewer lift station ("**Permitted Use**"). In the event Donee fails to use the Property for the Permitted Use or attempts to sell the Property, unencumbered fee simple title to the Property shall automatically revert to Donor as a matter of law, pursuant to this reverter clause, and further subject to the provisions of Florida Statutes 689.18.

### **Section 3.0     Inspection.**

3.1 At any time from the Effective Date until the "Closing Date" as hereinafter defined (hereinafter the "**Inspection Period**"), Donee and Donee's agents, employees and representatives shall have the right to enter upon the Property, at their own risk and expense, to inspect, examine, survey and perform such tests, inspections, studies, environmental audits or other evaluations of the Property as Donee may deem necessary (the "**Inspections**"). Donor authorizes Donee to consult with Donor's attorneys, engineers, surveyors, real estate brokers and other agents pertaining to the Property and, at Donee's expense, to consult those governmental agencies having jurisdiction over approvals or permits relating to the Property. Donee shall have the right, which may be exercised by delivering written notice to Donor at any time during the Inspection Period, to terminate this Agreement for any reason that Donee deems

appropriate. Upon delivery of written notice of termination to Donor during the Inspection Period, this Agreement shall terminate and the parties hereto will have no further rights or obligations hereunder except those that survive termination of this Agreement.

3.2 If Closing does not occur for any reason, Donee shall restore the Property, or the portion thereof not accepted, to the condition it was in prior to the entry onto the Property by Donee, its agents, employees, consultants, invitees, guests or independent contractors. All Inspections shall be conducted at the sole cost and expense of Donee. Any entry on or to the Property by Donee or its authorized representatives pursuant to the provisions hereof shall be at the risk of Donee. Donee shall indemnify and hold Donor harmless in the event that any agent or employee of Donee or any invitee onto the Property is injured due to Donee's Inspections. Donee has no right or power to create any liens against the Property, and shall immediately satisfy or bond off any liens placed on the Property as a result of or relating to Donee's Inspections. The restoration provisions set forth in this subsection shall survive the closings or other termination of this Agreement.

#### **Section 4.0 Condition of Property.**

4.1 Donor assumes all risk of loss or damage to the Property prior to the Closing Date and warrants that the Property shall be transferred and conveyed to Donee in the same or essentially the same condition as of the date of Donor's execution of this Agreement, ordinary wear and tear excepted. If prior to the Closing Date the condition of the Property is altered, by an act of God or other natural force beyond the control of Donor, or otherwise, Donee may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement.

4.2 Donee understands and agrees that it is obtaining title to the Property in an "as is" condition with all faults and without any representation or warranty on the part of Donor except as otherwise provided in the Special Warranty Deed conveying title to the Property. Donee is solely responsible for obtaining all necessary development approvals from government entities. Donee hereby expressly acknowledges and agrees that: (a) Donor makes and has made no warranty or representation whatsoever as to the condition or suitability of any portion of the Property for Donee's purposes; (b) Donor shall not be bound by any statement of any broker, employee, agent or other representative or affiliate of Donor; (c) Donee has been given the opportunity to make a complete and thorough examination and inspection of all portions of the Property; (d) Donee has determined that the condition of all portions of the Property is satisfactory to Donee; (e) notwithstanding the nature or extent of the inspections Donee has made, Donee shall accept every portion of the Property in its "as is" condition without requiring any action, expense or other thing on the part of Donor to be paid or performed and, upon acceptance of the Special Warranty Deed of conveyance to the Property, Donee shall be conclusively deemed to have accepted the Property in its "as is" condition; (f) Donee has examined to the satisfaction of Donee the physical condition of the Property, the zoning, land use, all timber on the Property and all permitting and other governmental approvals required for construction of any structure on the Property; (g) Donee recognizes that all or a portion of the Property may be considered wetlands which is subject to the jurisdiction of the Florida Department of Environmental Protection, the U.S. Army Corps of Engineers and other applicable governmental agencies and that Donee is obligated to comply with all applicable laws and regulations governing the development and/or use of such jurisdictional wetlands; (h) Donee recognizes that all or a portion of the Property may be located within a flood plain and that such circumstance may affect Donee's ability to develop the Property; (i) Donee recognizes that all or a portion of the Property may be subject to coastal erosion due, but not limited, to storms and tidal changes which may result in an increase or decrease in the shoreline adjoining the Property; (j) Donee recognizes that all or a portion of the Property may contain a species of plant or animal life which is on a federal, state or local list of protected or endangered species and may be under the jurisdiction of the U.S. Fish and Wildlife Service or the Florida Fish and Wildlife Conservation Commission or a similar governmental agency and that such circumstance may affect Donee's

ability to develop and/or use the Property; and (k) Donor makes and have made no representation or warranty, express or implied, concerning any portion of the Property, its condition, the use to which it may be put, any environmental matters, or any other thing or matter directly or indirectly related thereto or hereto (including, without limitation, NO WARRANTY OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR RELATING TO THE ABSENCE OF LATENT OR OTHER DEFECTS).

4.3 The provisions of this Section shall survive Closing and delivery of the Special Warranty Deed.

#### **Section 5.0     Survey and Title.**

5.1 Survey. Donee shall obtain, at Donee's sole cost and expense, a boundary survey of the Property and the Easement prepared by a licensed Florida land surveyor to meet the minimal technical standards for Florida surveys (the "**Survey**"). The Survey shall be certified within 90 days before the Closing Date to Donee, Donor, Closing Agent and the Title Insurer and in a form sufficient for the Title Insurer to eliminate the standard survey exceptions.

5.2 Title Insurance. Donee shall obtain at Donee's sole cost and expense, an owner's title insurance commitment for the Property with copies of all exceptions and instruments, if any referenced therein (the "**Commitment**") to be followed by an owner's policy of title insurance (2016 ALTA Form with Florida Modifications) (the "**Title Policy**") issued by a title insurance company licensed in Florida, and for which the Closing Agent is a title agent ("**Title Insurer**"), committing to insure Donee's fee simple title to the Property for the Appraised Value. The Commitment shall show in Donor good and marketable title to the Property, free and clear of all liens and encumbrances, except those matters allowed by Donee as "**Permitted Exceptions**" as hereinafter defined. At Closing, a mark-up of the Commitment shall be delivered to Donee consistent with the "**Permitted Exceptions**" as hereinafter defined. Donor shall take the necessary actions to cause the Title Insurer to delete the standard exceptions of such policy, including, but not limited, to those referring to: (a) all taxes, (b) unrecorded rights or claims of parties in possession, (c) survey matters, (d) unrecorded easements or claims of easements, and (e) unrecorded mechanics' liens.

5.3 If the Commitment or Survey furnished pursuant to this Agreement discloses any defects that are not acceptable to Donee, then Donee shall notify Donor of any objections which Donee deems to render title to the Property unmarketable or uninsurable (the "**Title Defects**"). Within fifteen (15) days from receipt of notice of Donee's objections to the Title Defects, Donor shall notify Donee that (i) Donor will be unable or is unwilling to cure such defects, or (ii) Donor will attempt to cure such Title Defects using reasonable efforts. If Donor is unable or unwilling to cure such Title Defects, or elects to attempt to cure such Title Defects but does not cure by no later than ninety (90) days after Donee's receipt of Donor's election (the "**Title Cure Period**"), then Donee shall have the option to either: (a) accept the title as it then is with any outstanding title exceptions becoming the "**Permitted Exceptions**", (b) extend the amount of time Donor has to remove the defects in title, (c) cut out the affected portion of the Property and require an update of the Appraisal, or (d) decline the donation and terminate this Agreement, thereupon releasing Donee and Donor from all further obligations under this Agreement.

#### **Section 6.0     Donor's Authority.**

6.1 Donor is a corporation and in good standing under the laws of the State of Florida, and is the sole owner in fee simple, and has undisputed, exclusive possession of the Property together with the improvements thereon.



6.2 This Agreement, and all such documents contemplated and required by it, when executed by Donor will be legal, valid and binding obligations of the Donor, and do not violate any agreement or judicial order.

6.3 Donor's execution and delivery of this Agreement to Donee and its donation of the Property provided for herein have been authorized by Donor, in accordance with applicable law and its organizational documents, and all other actions required to be taken to authorize execution of this Agreement have been duly taken, and neither the execution and the delivery of this Agreement, nor the consummation of the donation contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement conflict with or will result in the breach of any of the terms, conditions, or provisions of any order, judgment, permit, agreement or instrument to which Donor is a party or by which Donor or any of Donor's assets, including the Property, are bound, or any past, pending, or reasonably anticipated future court action or final judgment, which would prevent or impede the donation contemplated hereby, or which would adversely affect Donee or the Property after the consummation of the donation contemplated hereby.

**Section 7.0 Closing.** Donee's closing agent for this transaction shall be \_\_\_\_\_, who shall serve as closing agent, escrow agent, and title agent for the transaction (the "Closing Agent"). The consummation of the transaction contemplated hereby for the donation of the Property (the "Closing") shall take place on a date as shall be mutually agreed to between Donor and Donee, but in no event later than \_\_\_\_\_, 2019 (the "Closing Date"), provided, however, that if a defect exists in the title to the Property, the title commitment, Survey, or any documents required to be provided or completed and executed, then the Closing shall occur either on the original closing date or within 30 days after Donee's receipt of documentation removing the defects, whichever is later. If the Closing has not occurred by \_\_\_\_\_, then either party shall have the option to terminate this Agreement. The Closing may take place by mail or on an earlier date as otherwise agreed to by the parties.

**Section 8.0 Obligations at Closing.**

8.1 On or before Closing, Donor shall deliver to Donee the following documents:

8.1.1 Special Warranty Deed in accordance with Section 2.0;

8.1.2 Easement in accordance with Section 1.0;

8.1.2 Non-foreign, title, possession and lien affidavits of Donor sufficient in form and content to cause Title Insurer to eliminate the standard exceptions, including specifically any exception for mechanics' liens, parties in possession and the "gap" at Closing; and

8.1.3 Any and all other documentation as may be reasonably required to consummate the transactions contemplated in this Agreement, including specifically any document required to satisfy the Schedule B-I requirements of the Commitment

8.2 On or before Closing, Donor and Donee shall execute a closing statement, and any and all other documentation as may be reasonably required by the Donee, Closing Agent or Title Insurer to consummate the transactions contemplated in this Agreement.

**Section 9.0 Closing Costs, Expenses, & Taxes.** Donee shall pay for (i) recording fees; (ii) the documentary stamp tax on the Special Warranty Deed; (iii) the Survey; (iv) Donee's attorneys' fees; (v) the Commitment; (vi) the Title Policy; and (vi) any closing fees charged by the Closing Agent.

Donor shall pay for (i) Donor's attorneys' fees. At Closing, Donor shall satisfy all real estate taxes and assessments that are or may become a lien against the Property. If Donee acquires fee title to the Property between January 1 and November 1, Donor shall in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer based upon the current assessment and mileage rates on the Property. If Donee acquires fee title to the Property on or after November 1, Donor shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

**Section 10.0 Possession.** Donor shall deliver possession of the Property to Donee at Closing, including any keys or codes required to access the Property.

**Section 11.0 Notices.** Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving notice and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, or by electronic mail, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

**To Donor:**

The St. Joe Company  
133 S. Watersound Parkway  
Watersound, FL 32461  
Attention: David Harrelson  
Phone Number: 850-231-7408  
Email: dave.harrelson@joe.com

**With a copy to:**

The St. Joe Company  
133 S. Watersound Parkway  
Watersound, FL 32461  
Attention: Elizabeth J. Walters  
Phone Number: 850-231-6575  
Email: lisa.walters@joe.com

**To Donee:**

City of Port St. Joe  
305 Cecil G. Costin Sr. Boulevard  
Port St. Joe, FL 32456  
Attention: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_

**To Closing Agent:**

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance.

**Section 12.0 Disclosures.** Florida law requires the following disclosures:

(i) Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(ii) Donee should not rely on the Donor's current property taxes as the amount of property taxes that the Donee may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher

property taxes. If you have any questions concerning valuation, contact the county Property Appraiser's office for information.

**Section 13.0 Governing Law, Venue and Severability.** The parties hereto expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, and all claims arising out of or relating to, shall be construed and controlled in accordance with the laws of the State of Florida and the venue for any litigation involving this agreement shall be in Gulf County. The invalidity or unenforceability of any part of this Agreement under Florida law shall not affect the validity or enforcement of the remainder of the Agreement.

**Section 14.0 Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and no statement or representation of the respective parties hereto, their agents or employees, made outside of this Agreement, and not contained herein, shall form any part hereof or be binding upon the other party hereto. This Agreement shall not be changed or modified except by written instrument signed by the parties hereto.

**Section 15.0 Further Assurances.** Each party hereto shall, from time to time, execute and deliver such further instruments as the other party or its counsel may reasonably request to effectuate the intent of this Agreement.

**Section 16.0 Attorneys' Fees.** Should either Donor or Donee employ an attorney or attorneys to enforce any of the terms and conditions hereof, or to protect any right, title, or interest created or evidenced hereby, or to recover damages for the breach of the terms and conditions hereof, each party in any action pursued in a court of competent jurisdiction shall be responsible for their own cost, damages, and expenses, including attorneys' fees, expended or incurred by it, whether at the trial level or on appeal.

**Section 17.0 Captions.** Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include all genders.

**Section 18.0 Assignment.** Donee may not assign its interest in this Agreement without the prior written consent of Donor, which consent shall not be unreasonably withheld.

**Section 19.0 Time.** Time is of the essence of this Agreement. If any date referenced herein falls on a Saturday, Sunday or legal holiday, then such date automatically is extended to the next business day.

**Section 20.0 Acceptance.** No binding contract between Donor and Donee shall occur until both Donor and Donee have executed this Agreement. Donee shall communicate its offer to accept donation of the Property by executing this Agreement and delivering the executed Agreement to Donor. Donor shall communicate its acceptance of Donee's offer by executing the Agreement and delivering it to Donee within ten (10) days of the date of receipt of the Agreement as executed by Donee ("**Donor Acceptance Date**"). To the extent that the Agreement as executed by Donor is not delivered to Donee by the Donor Acceptance Date, then the parties shall be deemed to not have entered into a binding contract and neither party shall have any liability or obligation hereunder.

**Section 21.0 No Recording.** Donee may not record this Agreement or any memorandum thereof.

**Section 22.0    Survival.** All representations and warranties and all terms, covenants, conditions, disclaimers and agreements of this Agreement to be performed prior to or at the Closing shall survive and remain enforceable after the Closing Date and delivery of the deeds.

**Section 23.0    Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Section 24.0    Successors in Interest.** This Agreement shall bind and inure to the benefit of Donor and Donee and their respective heirs, legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the dates written below their respective names.

**DONOR:**

**THE ST. JOE COMPANY,**  
a Florida corporation

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

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

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

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

**DONEE:**

**CITY OF PORT ST. JOE,**  
a Florida municipal corporation

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

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

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

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

**EXHIBIT "A"**

DRAFT



This instrument was prepared by:  
The St. Joe Company  
133 South Watersound Parkway  
Watersound, Florida 32461

### EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT** (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between **THE ST. JOE COMPANY**, a Florida corporation, whose mailing address is 133 S. Watersound Parkway, Watersound, Florida 32461 ("Grantor") to **CITY OF PORT ST. JOE, FLORIDA**, a municipal corporation, whose address is 305 Cecil G. Costin Sr. Boulevard, Port St. Joe, Florida 32456 ("Grantee").

#### Recitals

A. Grantor owns that certain real property located in Gulf County, Florida as generally depicted on **Exhibit "A"** and as more particularly described on **Exhibit "A-1"** attached hereto and incorporated herein by reference ("Easement Property"); and

B. Grantee intends to utilize the Easement Property exclusively for ingress, egress, and utility purposes to serve property in Gulf County, Florida, which may include sanitary sewer and potable water utilities equipment including, but not limited to, junctions, manholes, drains, and connectors and also the perpetual right to (i) excavate for, install, bury, construct, maintain, repair, alter, access and operate said sanitary sewer and potable water utilities equipment; and (ii) allow the attachment of and the right to install, maintain, and use such junctions, manholes, drains, and connectors, all as may be necessary or convenient in connection therewith from time to time ("Easement Purpose"); and

C. Grantee has requested and Grantor has agreed to provide Grantee easement rights for the Easement Purpose upon, over, under, and across the Easement Property ("Easement") as provided in this Agreement, together with all rights and privileges necessary or convenient for the full enjoyment and use thereof including the rights of ingress and egress to and from said Easement Property.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor grants unto the Grantee, a perpetual, non-exclusive easement for the Easement Purpose upon, over, under, and across the Easement Property.

1. The foregoing recitals are incorporated herein by reference as agreements of the parties.
2. Grantor hereby grants to Grantee a perpetual, non-exclusive ingress, egress, and utility easement upon, over, under, and across the Easement Property subject to the terms and conditions outlined herein for the Easement Purpose which includes sanitary sewer and potable water utilities equipment including, but not limited to, junctions, manholes, drains, and connectors and also the perpetual right to (i) excavate for, install, bury, construct, maintain, repair, alter, access and operate said sanitary sewer and potable water utilities equipment; and (ii) allow the attachment of and the right to install, maintain, and use such junctions, manholes, drains, and connectors, all as may be necessary or convenient in connection therewith from time to time.
3. Grantee shall submit all required applications and materials to all applicable governmental authorities necessary for the development and installation of utility facilities consistent with the Easement Purpose and shall construct such utility facilities at its sole cost and expense.

4. Grantee will restore the Easement Property to as good or better condition as of the date immediately prior to any excavation, installation, burial, construction, maintenance, repair, alteration, or operation conducted by Grantee.

5. Grantor, its successors and assigns, reserves all rights of ownership including, without limitation, the right to use and convey the Easement Property for any and all purposes that do not unreasonably interfere with the purposes of this Easement, including without limitation, the rights to (i) use the Easement Property for vehicular and pedestrian ingress and egress and utilities to serve property owned by Grantor, (ii) to grant similar, other, or further easements and rights on, over, across or under the Easement Property; and (iii) erect any structures or improvements within the Easement Property, provided that such is not inconsistent with Grantee's easement rights granted to it herein. Grantor shall have the right to modify, relocate, or reconfigure the Easement Property. Grantor and Grantee agree that construction of an asphalt paved road or parking lot shall not be considered an inconsistent use.

6. Except as expressly provided in this Paragraph, without the prior written consent of Grantor, which consent Grantor may withhold in its sole and absolute discretion, the Grantee shall not assign, transfer or license all or any portion of its interests under this Agreement in any manner and shall not delegate any of its obligations under this Agreement, including but not limited to the obligation to apply for and obtain the governmental approvals required by this Agreement, in any manner, except in accordance with its ordinary course of business. No such assignment by the Grantee and no conveyance or transfer by Grantee of its interests under this Agreement, or in or to any property served by the Easement and rights under this Agreement shall relieve the Grantee of any personal liability for any of its obligations under this Agreement.

7. All rights and remedies under this Agreement and at law or in equity shall be cumulative and not mutually exclusive. No delay or forbearance by any party in exercising any right or remedy under this Agreement shall constitute a waiver of any right or remedy. The invalidity or partial invalidity of any provision of this Agreement shall not affect or impair the remainder of any such provision or any other provision of this Agreement. This Agreement and the rights, obligations, and remedies of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of choice or conflicts of laws.

8. Grantee hereby agrees to indemnify and hold harmless Grantor from any and all loss, cost, liability, and expense (including reasonable attorney's fees) arising out of any claims or litigation asserted by third parties with respect to any injury or damages resulting from this Agreement. Grantee's obligation to indemnify Grantor shall not apply to the extent any loss, cost, liability, or expense arises, in whole or in part, out of the negligent acts of Grantor, its employees or agents. Grantor agrees to be responsible and liable for any and all damage and/or injury which might arise out of the negligent acts of its officers, employees, agents, or persons under its control. This indemnification shall not be construed to be an indemnification for the acts or omissions of third parties, independent contractors or third party agents of Grantee. This indemnification shall not be construed as a waiver of Grantee's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which Grantee could be liable under the common law interpreting the limited waiver of sovereign immunity.

9. This Agreement may not be amended except in writing executed by both Grantor and Grantee in a recordable form and the amendment is recorded in the Public Records of Gulf County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

Signed, seal and delivered  
in the presence of

**“Grantor”**  
**THE ST. JOE COMPANY,**  
a Florida corporation

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

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

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

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

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

STATE OF FLORIDA  
COUNTY OF WALTON

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by \_\_\_\_\_ as \_\_\_\_\_ of The St. Joe Company, a Florida corporation, on behalf of the company. He/She is personally known to me.

\_\_\_\_\_  
Notary Public

[Signatures Continue on the Following Page]

Signed, seal and delivered  
in the presence of

**"Grantee"**  
**CITY OF PORT ST. JOE,**  
a municipal corporation

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

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

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

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

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

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

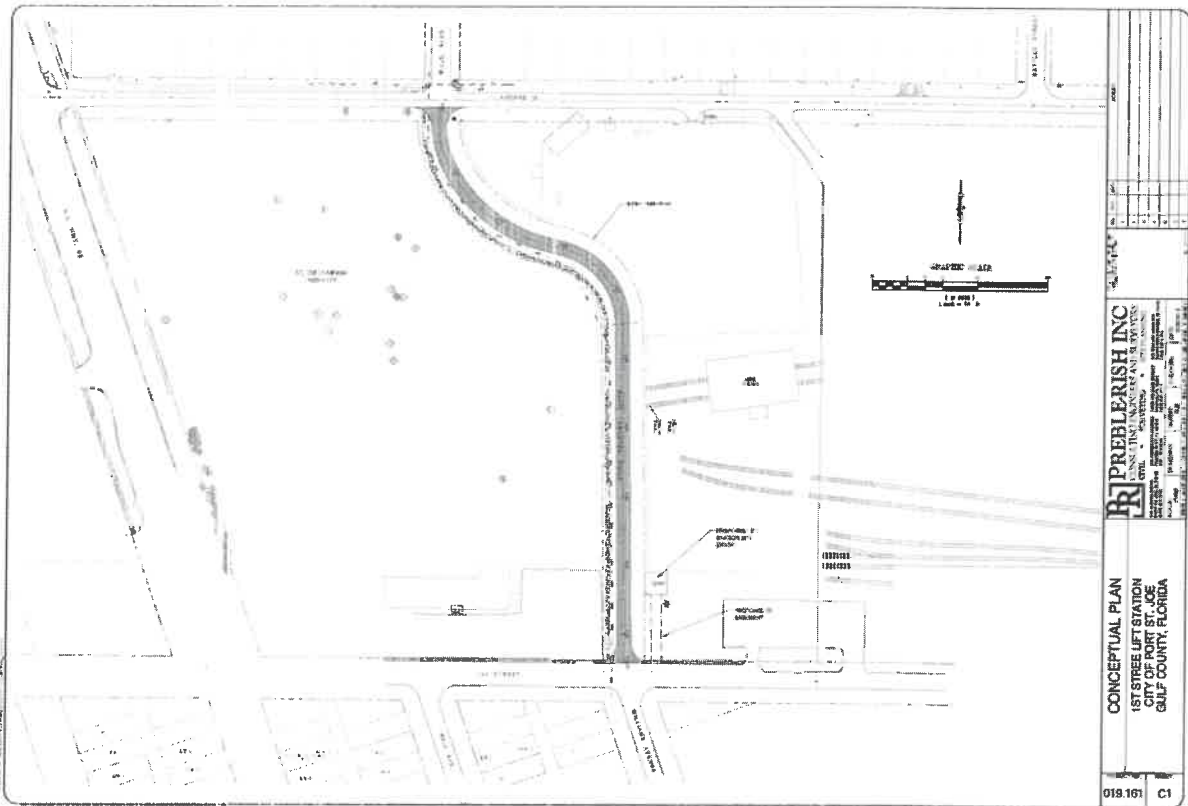
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by \_\_\_\_\_ as \_\_\_\_\_ of City of Port St. Joe, Florida, a municipal corporation, on behalf of the municipal corporation. He/She is personally known to me.

\_\_\_\_\_  
Notary Public

## EXHIBIT "A"

### Easement Property

A fifteen (15) foot easement as generally depicted below and as more particularly described on Exhibit "A-1".



**EXHIBIT "A-1"**

**Easement Property – Legal Description**

DRAFT

This instrument was prepared by:  
The St. Joe Company  
133 S. Watersound Parkway  
Watersound, Florida 32461

Record Deed: \$27.00  
Deed Documentary Stamps: .70  
Consideration: \$10.00

### SPECIAL WARRANTY DEED

THIS INDENTURE, made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by THE ST. JOE COMPANY, a Florida corporation, whose address is 133 S. Watersound Parkway, Watersound, FL 32461, hereinafter called the Grantor, to CITY OF PORT ST. JOE, FLORIDA, a municipal corporation, whose post office address is 305 Cecil G. Costin Sr. Boulevard, Port St. Joe, FL 32456, hereinafter called the Grantee.

#### WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, renmise, release, convey and confirm unto the Grantee, all that certain land situate in Gulf County, Florida, more particularly described in **Exhibit A** attached hereto and made a part hereof ("Property").

TOGETHER with all the tenement, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT to all covenants, dedications, easements, reservations, limitations, conditions, and restrictions of record, taxes for 2019 and subsequent years, zoning and other regulatory laws and ordinances affecting the Property.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, in fee simple forever. The Grantor warrants title only against lawful claims of persons claiming by, through or under grantor, but not otherwise.

PROVIDED, HOWEVER, that if said Property should cease to be used for sewer lift station purposes, and said violation is not cured within six months after receipt of written notice to cure from Grantor to Grantee, its successors or assigns, or, if Grantee, its successors or assigns attempt to sell the property to anyone, then title to the Property, all and singular, shall automatically revert to and become the property of Grantor, its successors or assigns, by operation of law.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered  
in the presence of:

THE ST. JOE COMPANY, a Florida corporation

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

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

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

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

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

STATE OF FLORIDA

COUNTY OF WALTON

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of The St. Joe Company, on behalf of the company, who is personally known to me.

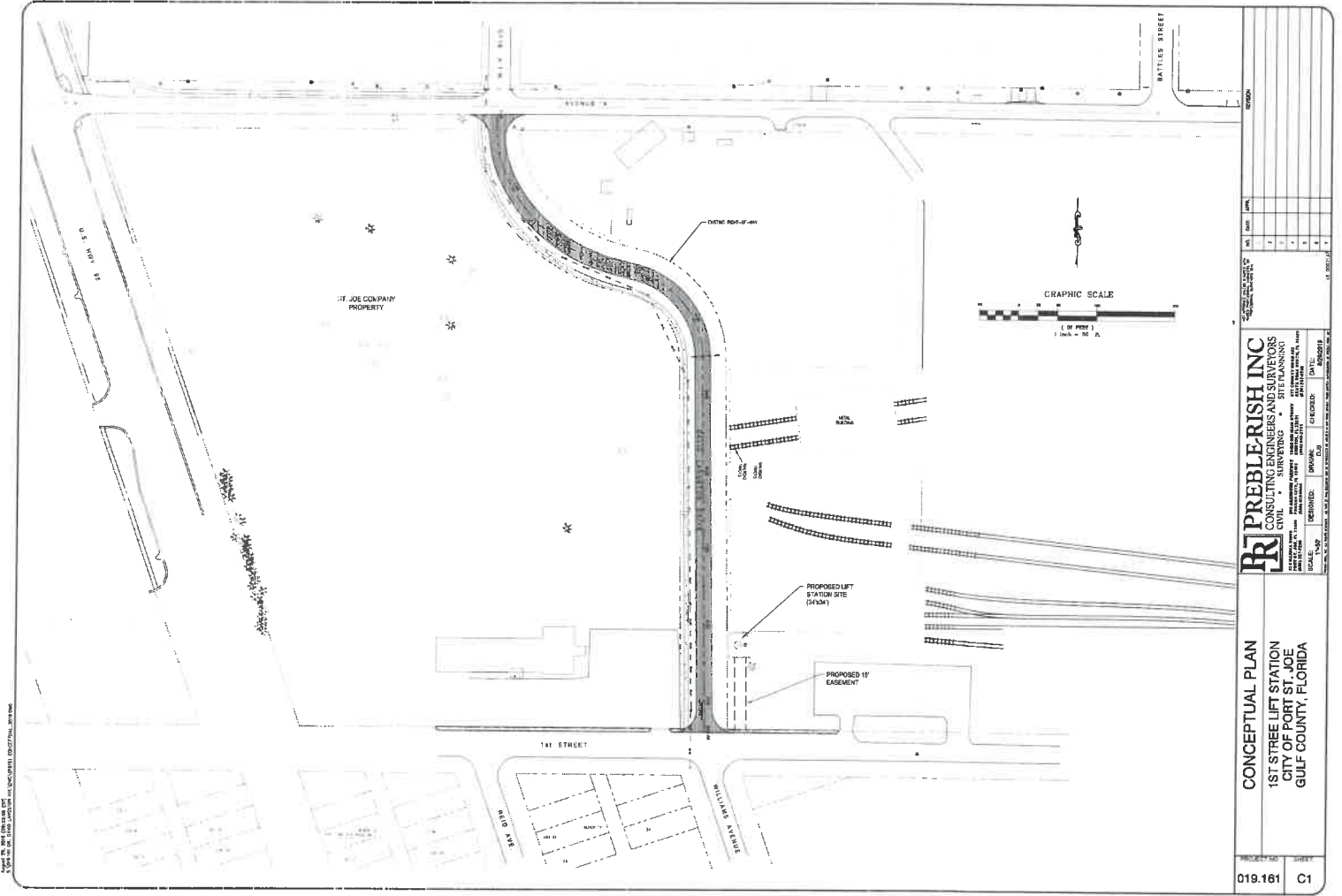
\_\_\_\_\_  
Notary Public State of Florida



**EXHIBIT A**

**PROPERTY**

DRAFT





Dewberry Engineers Inc. | 850.227.7200  
324 Marina Drive | 850.227.7215 fax  
Port Saint Joe, FL 32456 | www.dewberry.com

October 11, 2019

Mr. Jim Anderson, City Manager  
City of Port St. Joe  
305 Cecil G. Costin Sr. Blvd.  
Port St. Joe, FL 32456

RE: 1<sup>st</sup> Street Lift Station Relocation Survey  
Professional Services Proposal

Dear Mr. Anderson,

Dewberry Engineers Inc. (DEI) is pleased to provide this proposal for professional surveying services. It is our understanding the City wishes to relocate the 1<sup>st</sup> Street Lift Station to the south end of David Langston Drive outside the existing right-of-way. The new site will be 34'x34' with a 15' wide easement from 1<sup>st</sup> Street. Based on the project's survey needs we propose to provide the following scope of services and associated lump sum fee as requested:

A. SURVEY

- Prepare a sketch and legal descriptions for the new lift station site and proposed easement
- Survey will be certified to the City of PSJ, St. Joe Company, Closing Agent, and Title Insurer
- Provide signed and sealed sketch and descriptions by a Florida Licensed Surveyor & Mapper
- Provide digital copies of the sketch (Adobe® PDF and AutoCAD® files)
- Once the land transaction is complete, DEI will set survey markers at the corners of the new lift station site

**TOTAL PROPOSED FEE: \$1,500.00**

We appreciate the opportunity to provide engineering services for the City of Port St. Joe. If this proposal is acceptable, please sign in the space provided below. Should you have questions or need additional information, please give me a call at 850.571.1217.

Sincerely,

Clay Smallwood, P.E.  
Project Manager

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

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

K:\019.000 City of Port St. Joe\Proposal\101119 Anderson.docx



# GHOSTS ON THE COAST



CITY COMMONS  
THURSDAY,  
OCTOBER 31, 2019

Costume Contest

5:30 pm



Divisions

0-3  4-6  7-10

Family or Groups

Pets



Trick or treating will begin immediately following the  
Costume Contest when the fire whistle is sounded.

For additional information, please call

City Hall 229-8261

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