

## ORDINANCE NO. 585

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP OF THE CITY OF PORT ST. JOE, FLORIDA BY AND THROUGH PROCEDURES REQUIRED FOR LARGE SCALE MAP AMENDMENTS PURSUANT TO AUTHORITY UNDER STATE STATUES SECTION 163.3184, SPECIFICALLY CHANGING PARCEL ID NO. 03013-001R AND PARCEL ID NO. 03017-005R FROM GULF COUNTY FUTURE LAND USE PUBLIC TO CITY OF PORT ST. JOE FUTURE LAND USE PUBLIC AND FROM GULF COUNTY FUTURE LAND USE AGRICULTURE TO CITY OF PORT ST. JOE FUTURE LAND USE LOW DENSITY RESIDENTIAL (R-1) AND HIGH DENSITY RESIDENTIAL (R-3); PROVIDING FOR THE AMENDMENT OF THE ZONING MAP OF THE CITY OF PORT ST. JOE; AND PROVIDING FOR REPEAL OF ANY CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3184, Florida Statutes, provides for the authority and procedure for the City Commission of Port St. Joe, Florida to amend its Comprehensive Plan utilizing procedures applicable to Large Scale Amendments; and

WHEREAS, on March 2, 2021, the Planning and Development Review Board sitting as the local planning agency for the City, recommended approval of the large-scale amendment to the Comprehensive Plan Future Land Use Map of the City for property identified as Parcel ID No. 03013-001R and Parcel ID NO. 03017-005R ("Property") and of the proposed rezoning of the Property; and

WHEREAS, the City Commission desires to adopt the amendment to the current comprehensive plan and the proposed rezoning of the Property to guide and control the future development of the City, and to preserve, promote, and protect the public health, safety, and welfare.

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

### SECTION 1. APPROVAL

The City of Port St. Joe Comprehensive Plan Future Land Use Map and Zoning Map is hereby amended as set forth on Exhibit "A" and are hereby changed from Gulf County Future Land Use Public To City Of Port St. Joe Future Land Use Public and from Gulf County Future Land Use Agriculture to City of Port St. Joe Future Land Use Low Density Residential (R-1) and High Density Residential (R-3). The application and all documentation submitted in support of the Future Land Use Map amendment and the proposed rezoning of the Property are hereby incorporated by reference.

## SECTION 2. CONSISTENCY WITH CITY OF PORT ST. JOE COMPREHENSIVE PLAN

The City Commission hereby finds and determines that the approval of the amendment and the proposed rezoning of the Property is consistent with the goals, objectives and policies of the City of Port St. Joe Comprehensive Plan as amended.

## SECTION 3. ENFORCEMENT

The City may enforce this Ordinance as authorized by law.

## SECTION 4. FUTURE LAND USE MAP

Upon this Ordinance becoming effective, the City of Port St. Joe Future Land Use Map shall be amended as depicted on Exhibit "A" to show the Property as having a land use of Public, Low Density Residential (R-1) and High Density Residential (R-3)

## SECTION 5. ZONING

The Zoning Map of the City of Port St. Joe is hereby amended to show the Property described in Exhibit "A" as having a zoning of Public, Low Density Residential (R-1) and High Density Residential (R-3).

## SECTION 6. REPEAL

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

## SECTION 7. SEVERABILITY

The provisions of this Ordinance are hereby declared to be severable. If any provision of this Ordinance, or the application thereof, to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application.

## SECTION 8. EFFECTIVE DATE

This ordinance shall become effective upon adoption as provided by law.

This Ordinance was adopted in open regular meeting after its second reading this 18<sup>th</sup> day of May, 20121

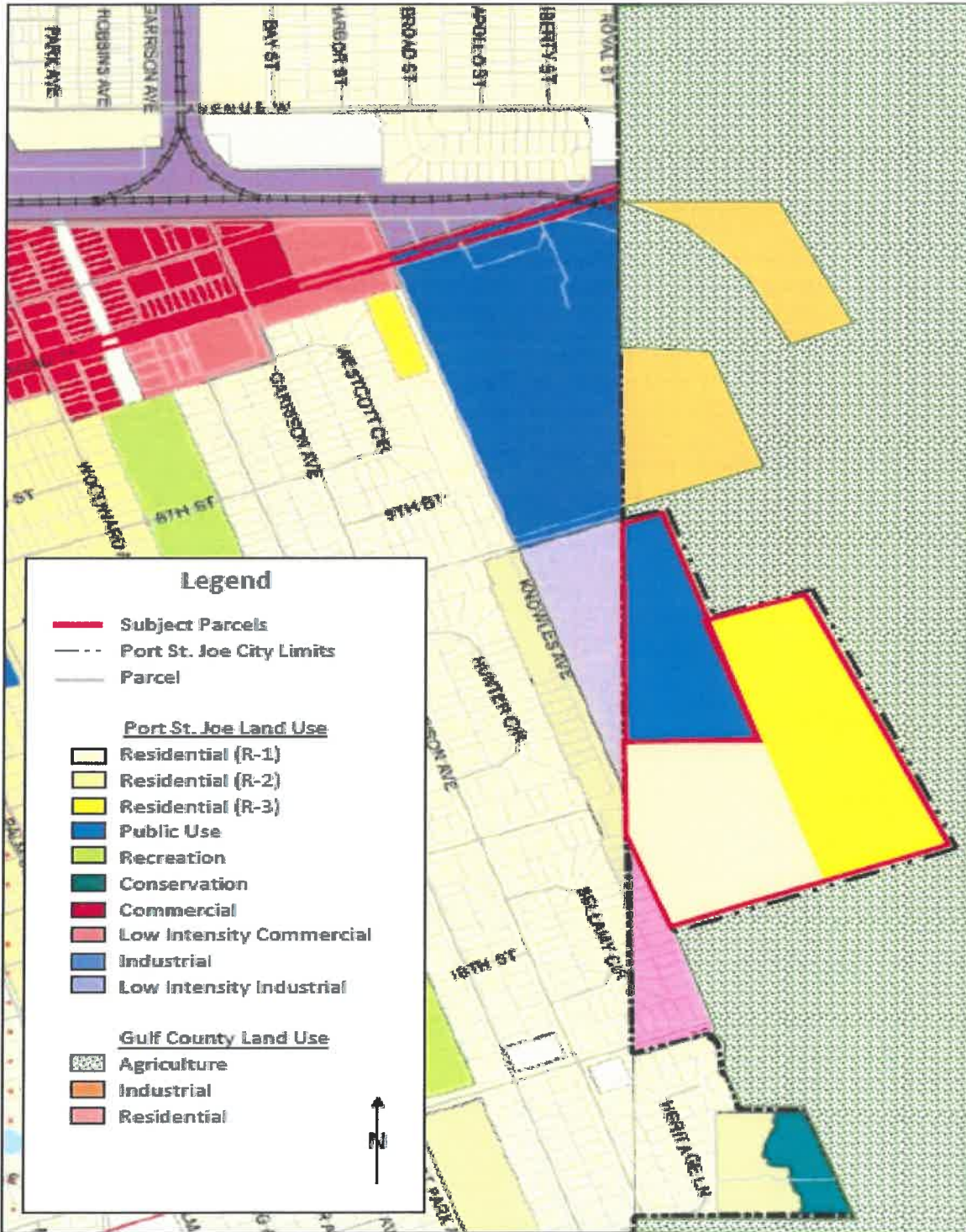
THE CITY COMMISSION OF THE CITY  
OF PORT ST. JOE, FLORIDA

By: Rex Buzzett  
Rex Buzzett, Mayor-Commissioner

Attest: Charlotte M. Pierce  
Charlotte M. Pierce  
City Clerk

# EXHIBIT "A"

PARCEL ID NO. 03013-001R AND PARCEL ID NO. 03017-005R



# City of Port St. Joe

## Land Use Amendment



City of Port St. Joe  
305 Cecil G. Costin Sr. Blvd.  
Port St. Joe, FL 32456

February 2021

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## I. Proposed Changes

Two land use changes are proposed for two parcels recently annexed into the City of Port St. Joe. These parcels are City-owned and the land use changes are proposed as part of mapping cleanup efforts. The parcels are contiguous and are located along the eastern City boundary. Please see Map 1: Location in Appendix A for the location of the subject parcels.

Parcel A is Parcel # 03013-001R, located along Tenth Street. This parcel is 17.53 acres in size and currently houses part of the City's Public Works operations and has a Gulf County Land Use designation of Public. The proposed land use within the City of Port St. Joe is Public.

The second parcel proposed for a land use change is Parcel #0317-005R. This parcel is 56.65 acres and is currently vacant with a Gulf County Land Use of Agriculture. Approximately 3.24 acres of this parcel were within the City's boundaries prior to the annexation and has a designated Land Use of Light Industrial. The existing land use on this portion of the subject site is not proposed to be changed. The proposed Land Use on the remaining 53.41 acres is City of Port St. Joe Low Density Residential (R-1) (28.41) and High Density Residential (R-3) (25 acres). Please see Map 2 within Appendix A for the location of the proposed land use designations. This parcel was conveyed to the City of Port St. Joe by the St. Joe Company in 2008 as part of a development agreement. The parcel is deed restricted and is only allowed to be used for the provision of affordable housing. Please see Appendix B for the subject parcel's deed and the development agreement.

### A. Parcel A Development Analysis

Parcel A is currently developed with offices and warehouses and is used by the City of Port St. Joe's Building and Public Works departments. The City's Building Department has offices here and the Public Works Department use the subject site as a materials and vehicle storage yard. The Gulf County Public land use designation allows 60% lot coverage and has a height limit of three habitable floors. City of Port St. Joe Public/Institutional allows 60% lot coverage with a height limitation of 60 feet. Given that the impervious surface area is the same within the County and the City and the amount of development on the subject site is not expected to change, no development analysis on the proposed land use change is needed.

### B. Parcel B Development Analysis

Policies 1.3.5 and 1.3.6 of the Gulf County Comprehensive Plan state that properties with the Agriculture Future Land Use designation that are within a mile of residential, industrial, or mixed use areas have a maximum density of one residential unit per 2.5 acres. Therefore, pursuant to these policies, the maximum density allowed under the current designation is 21 residential units.

The proposed land uses would allow the development of 113 residential units under the Low Density (R-1) Residential Category and 375 units under the High Density Residential Category (R-3). This would increase the development potential from 21 units to 488 units

The following table depicts the change in development potential for the subject site. Given the site constraints a reasonable development scenario is used rather than the maximum



development potential. The site is proposed to be developed with a mixture of single family (100 residential units) and townhomes (200 residential units).

Table 1. Port St. Joe Land Use Amendment Change in Development Potential – Parcel B

Land Use Category	Residential			Non-Residential		
	Existing	Proposed	Change	Existing	Proposed	Change
Gulf County Agriculture	21	0	-21	0 ft <sup>2</sup>	0 ft <sup>2</sup>	0 ft <sup>2</sup>
City of Port St. Joe Low Density Residential	0	100	+100	0 ft <sup>2</sup>	0 ft <sup>2</sup>	0 ft <sup>2</sup>
City of Port St. Joe High Density Residential	0	200	+200	0 ft <sup>2</sup>	0 ft <sup>2</sup>	0 ft <sup>2</sup>
Change			+279			0 ft <sup>2</sup>

The proposed land use change would result in a potential increase of 279 dwelling units.

### III. Public Facilities and Services

The public facilities analysis is based on the increase in density on Parcel B. Parcel A's use is already established and is not expected to change.

Based on the development scenario shown in the above section, the proposed land use change will result in a net increase of 279 additional residential dwelling units.

The following analysis is based upon the availability of, and actual and anticipated demand on, facilities and services serving or proposed to serve the subject property. The analysis evaluates the effect of the demands on the level of service standards adopted within the City of Port St. Joe Comprehensive Plan and identifies any anticipated facility improvements. Facilities and services include potable water, sanitary sewer, solid waste, transportation, and school facilities.

#### A. Potable Water

The City of Port St. Joe provides potable water service to the amendment site. The permitted capacity of the City's facility is 6,000,000 gallons per day (gpd). The City withdraws water from the Chipola River through a seventeen-mile freshwater canal and processes the water for drinking and distribution.

The City of Port St. Joe Comprehensive Plan adopted a Potable Water Level of Service (LOS) standard for residential potable water uses of 130 gallons per capita per day. The average household size for Gulf County based on the 2010 U.S. Census data is 2.34 persons per household. The proposed land development change will result in a potable water demand increase of 84,890 gpd. As Table 2 shows, the facility will have adequate capacity to absorb the increase in potable water demand.



Table 2: Potable Water Capacity Analysis

Year	Permitted Capacity (gpd)	Average Demand (gpd)	Project Demand (gpd)	Total Demand (gpd)	Percent Utilized
2018	6,000,000	900,000	84,890	984,890	16.41%

Source: City of Port St. Joe Utilities Department

### B. Sanitary Sewer

Development proposed at the amendment site would send their wastewater to the City of Port St. Joe Wastewater Treatment Facility. The City's Wastewater Treatment Facility has a permitted treatment capacity of 3,100,000 gallons per day (gpd) utilizing a 98-acre restricted public access spray field. Flow rates obtained from the City of Port St. Joe Utility Department indicate that the facility is currently running at approximately 830,000 gpd.

The City of Port St. Joe has adopted a Level of Service (LOS) standard for wastewater of 150 gallons per capita per day for residential uses. The average household size for Gulf County based on the 2010 U.S. Census data is 2.34 persons per household. The proposed land use change will result in a residential wastewater demand increase of 97,950 gpd. As Table 3 shows, the facility will have adequate capacity to absorb the increase in wastewater demand.

Table 3: Sanitary Sewer Capacity Analysis

Year	Permitted Capacity (gpd)	Average Demand (gpd)	Project Demand (gpd)	Total Demand (gpd)	Percent Utilized
2018	3,100,000	830,000	97,950	927,950	29.93%

Source: City of Port St. Joe Utilities Department

### C. Transportation

Using the development scenario presented in the previous section, the proposed land use change would result in 100 single-family dwelling units and 200 townhouses. The 10th Edition ITE Trip Generation software was utilized to create a trip generation report for the development. This analysis shows trips generated for the development and does not consider the internal capture rate of a mixed-use development or the reduction in trip created by a walkable community.

Table 4: Daily Trip Generation Analysis

Scenario	ITE Land Use Category	Variable	Size	Daily Trip Rate/ Equation	Daily Enter Split	Daily Exit Split	Daily Total Trips		
							Total	Enter	Exit
Existing	Single-Family Detached Housing - 210	Per Unit	21	$\ln(T) = 0.92\ln(x) + 2.71$	50%	50%	247	124	123
<b>EXISTING TOTAL</b>							<b>247</b>	<b>124</b>	<b>123</b>
Existing	Single-Family Detached Housing - 210	Per Unit	100	$\ln(T) = 0.92\ln(x) + 2.71$	50%	50%	1,040	520	520
Proposed	Multifamily Housing (Low-Rise) - 220	Per Unit	200	$T = 7.56(x) - 40.86$	50%	50%	1,471	736	735
<b>PROPOSED TOTAL</b>							<b>2,511</b>	<b>1,256</b>	<b>1,255</b>
<b>NET CHANGE IN TRIP GENERATION POTENTIAL</b>							<b>2,264</b>	<b>1,132</b>	<b>1,132</b>

#### D. Stormwater

City of Port St. Joe has adopted Level of Service (LOS) standards within the Comprehensive Plan that apply to water quantity and water quality for evaluating impacts associated with developments. The LOS standards for water quantity indicate that post-development runoff shall be no greater than predevelopment runoff.

The City's LOS standards for stormwater management are as follows:

Infrastructure Element Policy 1.1.5: The following level of service Stormwater Management standards shall be used as the basis for determining the availability of facility capacity and the demand generated by a development:

- 25-yr. frequency, 24-hr. duration storm event for those areas designated as residential, commercial, mixed commercial/residential, public, and industrial land use on the Future Land Use Map; and
- 3-yr. frequency, 24-hr. duration storm event for those areas designated as agricultural, conservation, and recreation land use on the Future Land Use Map.
- All new and re-development projects shall comply with the stormwater design and performance standards and stormwater retention and detention standards contained within section 62-346 F.A.C.

Development of the amendment site will comply with the groundwater quality and quantity protection requirements set forth in the Gulf County Comprehensive Plan.

#### E. Solid Waste

The City of Port St. Joe requires all residential households to have garbage pickup. This service is provided by Waste Pro, Inc in partnership with the City of Port St Joe. Waste Pro, Inc., collects all household solid waste within the City and disposes the solid waste at the Bay County Waste to

Energy Facility (Incinerator). The facility is a 500 Tons per Day Waste to Energy facility located in Bay County (just north of Panama City, Florida). The facility produces about 13 Megawatt per hour of electricity that is utilized throughout the state of Florida and has sufficient long-range capacity.

The City adopted a residential level of service standard for solid waste of 8 pounds per person per day. The proposed land use change will result in a solid waste demand increase of 5,224 pounds per day or 2.61 tons per day. There is more than adequate capacity at the Bay County facility.

#### D. Public Schools

The proposed amendment site is being planned for 100 single-family and 200 townhouse units. Using a single-family school generation rate of 0.3047, the existing land use would generate 7 students. Using the single-family school generation rate and a multi-family school generation rate of 0.2706, the proposed 300 units would generate a total of 86 school age children, a net increase of 79 students. The amendment site is located within the South Concurrency Service and Attendance Area of the County.

The available capacity along with planned capacity improvements serves as the base for predicting future available capacity. Table 3, below, shows that there is adequate capacity to serve the proposed development through the Public-School Facility 5- year planning time frame.

Table 5: School District Available Capacity, 2020

School Type	FISH Capacity <sup>1</sup>	Actual Enrollment	New Student Capacity	Proposed Amendment	Surplus (+)/ Deficiency (-)
Port Saint Joe Elementary	741	546	195	40	+155
Port Saint Joe Junior Senior High	997	461	536	39	+497
<b>Total</b>	<b>1,757</b>	<b>1,049</b>	<b>708</b>	<b>79</b>	<b>652</b>

<sup>1</sup>= FISH = Florida Inventory of School Houses

Source: Florida Inventory of School Houses, June 2020 data

## II. Environmental Analysis

Parcel A is already developed, and its use is unlikely to change. Parcel B is currently vacant and may house natural resource areas. Any natural resources that are present on Parcel B will be identified and protected at the time of development application approval and consistent with the City's Comprehensive Plan and Land Development Regulations.

### A. Wetlands

Wetlands are protected by the following policies within the Conservation Element of the Comprehensive Plan:

Objective 1.7 Wetlands within the City of Port St. Joe shall be conserved through the combined use of the City's Comprehensive Plan standards, and state and federal wetlands permitting programs involving the Florida Department of Environmental Protection (FDEP), Northwest Florida Water Management District, and the United States Army Corps of Engineers (ACOE). Major wetlands and wetland systems are identified on Map 7 of the adopted plan.

Policy 1.7.1 The protection of wetlands shall be accomplished through the use of the Comprehensive Plan, including the Future Land Use Map, and shall take into account the type, intensity or density, extent, distribution and location of allowable land uses and the types, values, functions, sizes, conditions and locations of affected wetlands. Land uses that are incompatible with the protection of wetlands and wetland functions shall be directed away from wetlands.

Policy 1.7.2: The City shall continue to conserve wetlands through the implementation of its Land Development Regulations in accordance with Sec. 4.11 through Sec. 4.16.

Policy 1.7.3: The plan amendment process and the development review process shall require that the location and extent of wetlands (as defined by the Northwest Florida Water Management District [NFWMD], FDEP, and ACOE) within the development site be identified.

Policy 1.7.4: Low quality wetlands shall mean those wetlands that do not have habitat for federally threatened or endangered species or state classified rare, critically imperiled or species of special concern, and that meet at least one of the following criteria:

- a) Any wetland planted in pine or otherwise disturbed by silviculture activities
- b) Any wetland consisting of a ditch, man-made canal or and borrow pit
- c) Any wetland containing timber roads or utility rights-of-way
- d) Any wetlands that are degraded due to the prevalence of exotic vegetation evidenced by the majority of the wetland containing exotic or non-native invasive species.

As of the adoption of Ordinance No. 344, in May 2007, the planting of pines, creation of new timber roads or utility right of ways within wetlands shall not result in a previously classified high-quality wetland from being re-classified as low-quality.

Policy 1.7.5: Impacts to low quality wetlands may be authorized on a case-by-case basis in conjunction with and as approved by applicable regulatory agencies unless such impacts are contrary to the interest of the public. When encroachments, alterations or removal of low-quality wetlands are permitted, it shall be mitigated based on the appropriate regulatory agency including FDEP, NFWFMD, and ACOE. 4

Policy 1.7.6: High quality wetlands shall mean all wetlands that do not qualify as a low-quality wetland. High quality wetlands shall be protected with a 25-foot wide naturally vegetated buffer landward from the identified edge of the wetland except for those wetlands as provided in Policy 1.7.11. High quality wetlands reviewed as part of amendments to the Future Land Use Map shall be designated as Conservation on the Future Land Use Map series.

Policy 1.7.7: Development within high quality wetlands and their associated buffers shall be prohibited except for uses approved by the appropriate permitting agency involving passive recreational trails, water access, wetland maintenance and restoration. All encroachments into the 25-foot buffer shall be those that do not adversely affect the predevelopment hydrology of the wetland including water quality or quantity. Further, impacts to high quality wetlands shall be limited to cases where no other feasible and practicable alternative exists that will permit a reasonable use of the land as described in Policy 1.7.8.

Policy 1.7.8: The Technical Advisory Committee (TAC) or the Local Planning Agency (LPA) may use the site plan and biological assessments performed by a qualified professional to determine that no reasonable alternative (such as clustering development on upland portions of the site, shifting development within the site, using variance of lot and setback requirements etc) is available to avoid proposed impacts to high quality wetlands, and that the nature and degree of disturbance is the minimum possible to achieve development that is otherwise compliant with the goals, objectives, and policies of the Plan. A finding that no reasonable alternative is available shall only be provided when the impact is identified as beneficial to an overriding public interest. Local government approval shall not substitute for state and federal regulatory review or recommendations for preservation and mitigation.

Policy 1.7.9: New development shall be clustered on upland portions of a development site, which are not otherwise environmentally sensitive. To facilitate the clustering of development out of and away from wetlands, deviations from minimum lot sizes and density transfers on a one-to-one basis (based on density and intensity of the current land use designation) to the buildable portion of the site, may be authorized. In no case shall the density exceed the designated gross density on the future land use map.

Policy 1.7.10: Wetlands within the current city limits of the City of Port St. Joe, which are located on property which is subject to already approved existing plats, development orders or Planned Unit Developments (P.U.Ds) approved as of January 1, 2007 shall not be subject to Conservation Element policies 1.7.1 -1.7.9.

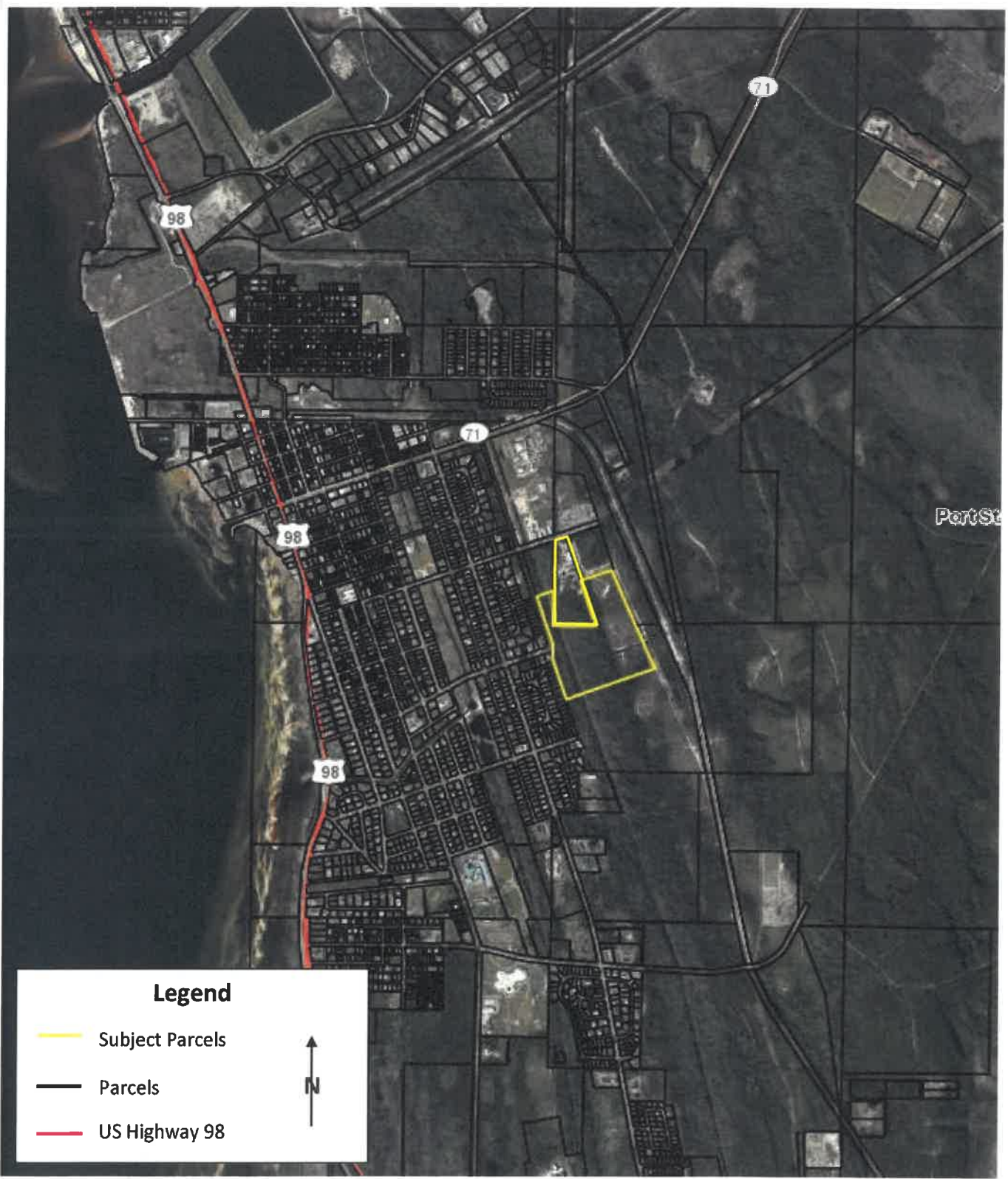
Policy 1.7.11: With the exception of water dependent uses consistent with the master plan of the port of Port St. Joe and water dependent uses that serve as public access, the

required setback or minimum buffer for all areas along St. Joseph Bay and coastal and riverine wetlands shall be a minimum of 50 feet as measured from the mean high water line (MHWL). Predevelopment water flow and quality shall be maintained (see Section 3.15 of the Existing LDRs as of October 1, 2006).

Appendix A:  
Maps

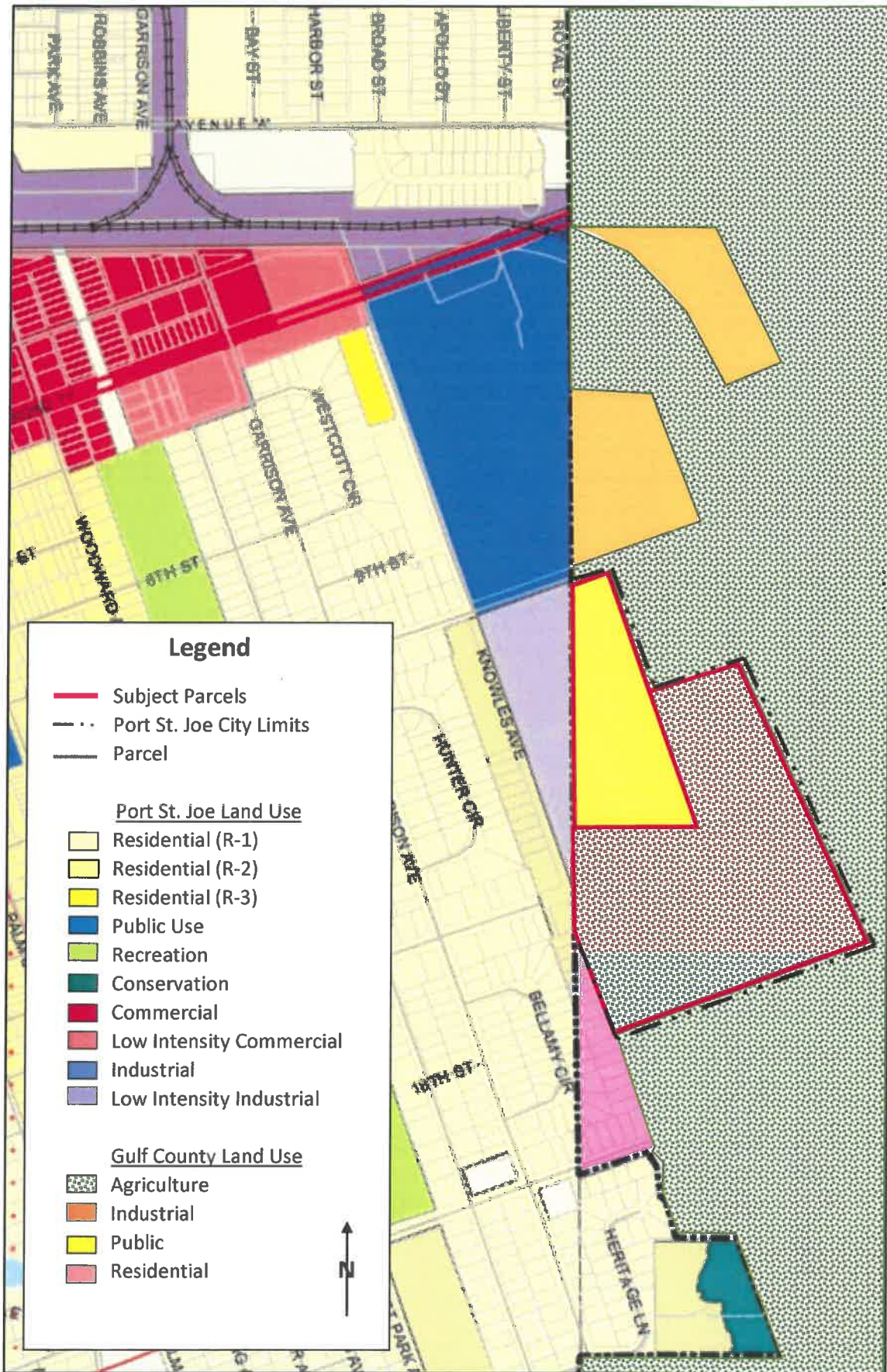


# Port St. Joe Land Use Amendment – Location Map



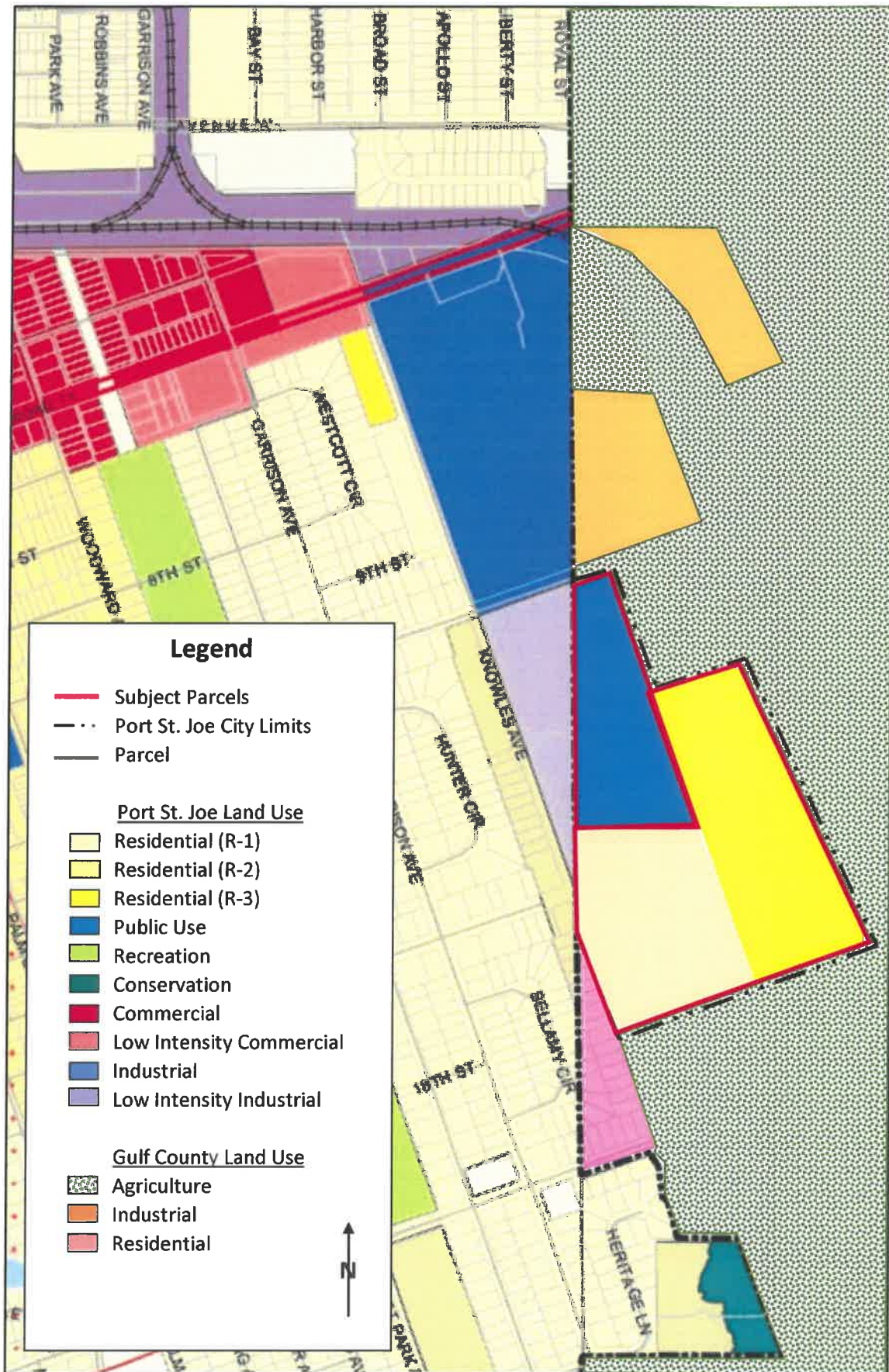


# Port St. Joe Land Use Amendment – Existing Future Land Use Map





# Port St. Joe Land Use Amendment – Proposed Future Land Use Map



**Appendix B:**  
**Parcel B Deed and Development Agreement**

THIS INSTRUMENT PREPARED BY:  
Bruce I. Wiener  
Gardner, Bist, Wiener, Wadsworth & Bowden, P.A.  
1300 Thomaswood Drive  
Tallahassee, Florida 32308  
Matter No.: 08.2535

Inst:200823005375 Date:12/16/2008 Time:10:07 AM  
Doc Stamp-Deed:0.70  
OK DC, Rebecca L. Norris, Gulf County B:468 P:587

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is made this 15th day of December, 2008, between **THE ST. JOE COMPANY**, a Florida corporation ("Grantor"), whose mailing address is 245 Riverside Avenue, Suite 500, Jacksonville, Florida 32202 and **THE CITY OF PORT ST. JOE**, a Florida municipal corporation ("Grantee"), whose mailing address is P.O. Box 278, Port St. Joe, Florida 32457.

**WITNESSETH:**

The Grantor, for and in consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto Grantee, Grantee's successors and assigns forever, the following described land, situate, lying and being in the **County of Gulf**, State of Florida (the "Property"), more particularly described as follows:

**See Exhibit "A" Attached Hereto**

**SUBJECT TO THE FOLLOWING:**

- (a) Ad valorem taxes for 2009 and subsequent years;
- (b) All rights, dedications, easements, covenants, conditions and restrictions of record, including, but not limited to, that certain Development Agreement between Grantor and Grantee dated July 25, 2007, and recorded in Official Records Book 443, Page 170 of the Public Records of Gulf County, Florida (the "Development Agreement");

(c) All zoning and land development regulations, riparian rights, submerged land rights and oil, gas and mineral rights; and

(d) Any and all rights, dedications, easements, interests or claims which may exist or arise by reason of rights-of-way, dirt roads, trail roads, paths, power or other utility lines, pipelines, fences or improvements of any kind located on the Property, encroaching from the Property onto adjacent lands, or encroaching from adjacent lands onto the Property.

This Special Warranty Deed is further made subject to the following covenants, conditions, and restrictions which are hereby imposed on the Property and which shall run with the title to the Property and shall be binding on Grantee and its successors and assigns and on all parties having any right, title or interest in the Property or any part thereof, including their successors and assigns:

1. Use of Property. Except as otherwise permitted in this Special Warranty Deed, the Property shall be used by Grantee solely for the purposes of providing "affordable" housing for "extremely-low-income persons", "low-income persons", "moderate-income persons" and "very-low-income persons" as such terms are defined by Section 420.0004, Florida Statutes and as provided by the Development Agreement.

2. Prohibited Sales. Each housing unit constructed on the Property shall not be sold at a price that exceeds the threshold for housing that is affordable for low-income persons or moderate-income persons or to a buyer who is not eligible due to his or her income under Chapter 420, Florida Statutes.

3. Additional Permitted Uses. Affordable housing units created by the Development Agreement and pursuant to Section 420.615, Florida Statutes may be rented to extremely-low-income persons, very-low-income persons, low-income persons or moderate-income persons.

AND Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, its successors and assigns, and not otherwise, and title has been conveyed subject to all covenants, conditions, restrictions, easements and other matters as set forth in this Special Warranty Deed.

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

WITNESSES

Dave Caldwell  
Print Name: Dave Caldwell

Kim L. Powell  
Print Name: Kim L. Powell

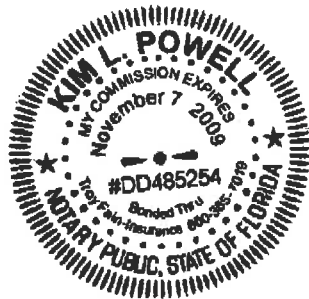
THE ST. JOE COMPANY,  
a Florida corporation

By: H. Clay Smallwood  
H. Clay Smallwood  
Its President-Timberland & Rural Land Sales



STATE OF FLORIDA }  
COUNTY OF GULF }

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of December, 2008, by H. Clay Smallwood as the President-Timberland & Rural Land Sales of THE ST. JOE COMPANY, a Florida corporation, on behalf of the corporation. He is personally known to me.



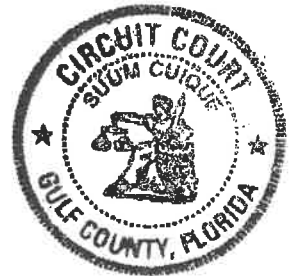
Kim L. Powell  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**ACCEPTANCE BY GRANTEE**

By execution of this Special Warranty Deed, Grantee does hereby accept this conveyance, subject to the foregoing covenants, conditions and restrictions, and agrees that it and the Property are subject to all matters hereinabove set forth. Grantee further agrees to comply with all terms, covenants, conditions and restrictions provided in this Special Warranty Deed.

Dated this 15<sup>th</sup> day of December, 2008.



**WITNESSES**

[Signature]  
Print Name: David A. Barnes

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

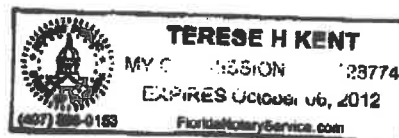
[Signature]  
Print Name: CHARLIE W. WESTON

By: [Signature]  
Mel Magidson, Jr.  
Its Mayor

STATE OF FLORIDA }  
COUNTY OF GULF }

The foregoing instrument was acknowledged before me this 15 day of December, 2008, by Mel Magidson, Jr. as the Mayor of The City of Port St. Joe, a Florida municipal corporation, on behalf of the municipal corporation. He is personally known to me or has produced a SELF as identification.

[Signature]  
Notary Public, State of Florida  
Print Name: Terese H. Kent  
My Commission Expires:



**Exhibit "A"**

**PARCEL I:**

Commence at the Southeast corner of Section 36, Township 7 South, Range 11 West, Gulf County, Florida and run thence North 89 degrees 43 minutes 28 seconds West, along the South boundary line of said Section 36 (also being the North right of way line of Clifford Sims Drive, 70 foot right of way) for a distance of 598.56 feet to the Point of Beginning; from said Point of Beginning continue North 89 degrees 43 degrees 28 seconds West, along said South boundary line and said North right of way line, a distance of 1279.72 feet; thence leaving said South boundary line and North right of way line run North 00 degrees 30 minutes 52 seconds East for a distance of 100.00 feet; thence North 89 degrees 43 minutes 28 seconds West, for a distance of 60.00 feet; thence South 00 degrees 30 minutes 52 seconds West for a distance of 100.00 feet to a point on the aforesaid South boundary line and North right of way line; thence North 89 degrees 43 minutes 28 seconds West, along said South boundary line and North right of way line, for a distance of 70.00 feet; thence leaving said North right of way line run North 89 degrees 41 minutes 20 seconds West along said South boundary line for a distance of 370.00 feet; thence leaving said South boundary line run North 00 degrees 30 minutes 52 seconds East, for a distance of 1034.12 feet to a point lying 80 feet South of the centerline of an existing Apalachicola Northern Railroad Company railroad track; thence South 89 degrees 32 minutes 36 seconds East along a line 80 feet South of and parallel with said track, for a distance of 1775.48 feet; thence leaving said line run South 00 degrees 16 minutes 46 seconds West, for a distance of 1028.74 feet to the POINT OF BEGINNING, containing 41.96 acres, more or less.

**AND**

**PARCEL II:**

Begin at the Northwest corner of Section 7, Township 8 South, Range 10 West, Gulf County, Florida and run thence South 88 degrees 48 minutes 44 seconds East, along the North boundary line of said Section 7, for a distance of 775.45 feet to the Southeast corner of the City of Port St. Joe property description in Official Records Book 79, Page 107, of the Public Records of Gulf County, Florida; thence leaving said North line run North 19 degrees 15 minutes 36 seconds West, along the East boundary line of said property, for a distance of 859.06 feet to the Southwest corner of Florida Power Corp. property as described in Official Records Book 8, Page 241, of the Public Records of Gulf County, Florida; thence leaving said East boundary line run North 70 degrees 44 minutes 24 seconds East, along said South boundary line, for a distance of 580.00 feet to the intersection of said South boundary line with the Southwesterly boundary of a Florida Power Corp. power line; thence leaving said South boundary line run South 23 degrees 53 minutes 27 seconds East, along said Southwesterly boundary, for a distance of 1911.69 feet; thence leaving said Southwesterly boundary run South 70 degrees 44 minutes 24 seconds West for a distance of 1693.01 feet to a point on the East boundary line of St. Joseph Addition Unit 2, a subdivision recorded in the Public Records of Gulf County, Florida; thence North 18 degrees 38 minutes 51 seconds West, along said East boundary line, for a distance of 674.29 feet to a point marking the intersection of said East boundary

line with the West boundary line of said Section 7; thence leaving said East boundary line run North 00 degrees 00 minutes 52 seconds East along said West boundary line, for a distance of 187.79 feet to the intersection of said West boundary line with the Northeasterly right of way line of Knowles Avenue; thence North 18 degrees 38 minutes 51 seconds West, along said Northeasterly right of way line, for a distance of 1053.99 feet; thence leaving said Northeasterly right of way line run North 70 degrees 44 minutes 24 seconds East, for a distance of 360.55 feet to a point on the West boundary line of said Section 6, Township 8 South, Range 10 West (also being the West boundary of the aforesaid City of St Joe property as recorded in Official Records Book 79, Page 107, of the Public Records of Gulf County, Florida); thence South 00 degrees 17 minutes 51 seconds West along said West boundaries for a distance of 624.16 feet to the POINT OF BEGINNING, containing 58.00 acres, more or less.

**DEVELOPMENT AGREEMENT**  
**AFFORDABLE HOUSING DENSITY BONUS**

This Development Agreement ("Agreement") is entered into between THE ST. JOE COMPANY ("St. Joe ") and the CITY OF PORT ST. JOE ("City") this 25<sup>th</sup> day of July, 2007.

**WHEREAS**, St. Joe, or one of its subsidiaries, is the owner of that certain parcel of property containing approximately 42 acres as depicted in Exhibit "A" as Parcel A; and that certain parcel of property containing approximately 58 acres as depicted in Exhibit "A" as Parcel B (Parcel A and Parcel B shall be collectively referred to as the "Donated Land").

**WHEREAS**, pursuant to Florida Statute Section 420.615, St. Joe desires to voluntarily donate its fee simple interest in the Donated Land to the City for the purpose of assisting the City in providing affordable housing for its residents; and

**WHEREAS**, the City, in consideration of St. Joe's donation of the Donated Land agrees to provide St. Joe density bonus incentives on a parcel of property containing approximately nine hundred sixty six (966) acres and depicted in Exhibit "A" as Area A1, Area A2 and Area B (Area A1, Area A2 and Area B shall be collectively referred to as the "Receiving Land"); and

**WHEREAS**, Whereas the properties depicted Exhibit "A" are currently within the jurisdiction of the City or are subject of a Petition for Voluntary Annexation into the City.

**NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS HEREBY UNDERSTOOD AND AGREED:**

1. The City hereby finds that the Donated Land is appropriate for use as affordable housing and shall be subject to deed restrictions which will ensure that the Donated Land will be used for housing for "extremely-low-income-persons", "low-income-persons", "moderate-income-persons" and "very-low-income-persons" as such terms are defined in Florida Statute Section 420.0004. The deed restrictions shall prohibit any unit on the Donated Land from being sold at a price that exceeds the threshold for housing that is affordable for low-income-persons or moderate-income-persons to a buyer who is not eligible due to his or her income under Chapter 420, Florida Statutes. The deed restrictions may allow affordable housing units created by this Agreement to be rented to extremely-low-income, very-low-income, low-income or moderate-income-persons.

2. The City finds that the density bonus set forth in this Agreement will be applied to land within the City's jurisdiction and that residential use is an allowable use on the Receiving Land.

3. The City agrees that under the current land use, the Receiving Land is entitled for development of approximately one hundred thirty (130) residential units. The City agrees that in return for the conveyance of the Donated Land, the Receiving Land shall receive entitlements for an additional one thousand nine hundred and ninety five (1,995) residential units ("Density Bonus Units") for a maximum of two thousand one hundred and twenty five (2,125) residential units.

4. In order to provide the Density Bonus Units consistent with the City's comprehensive plan, the City agrees to change its future land use map for the Receiving Land to Low Density Residential (R-1), with the limitation that only a maximum of two thousand one hundred and twenty five (2,125) residential units can be developed on the Receiving Land ("Maximum Units"). St. Joe understands that development over time of the Receiving Land may have impacts within the City and that the City has identified a need that infrastructure which will serve such development, such as roads, utilities, schools, etc., be provided commensurate with the development of the Receiving Land. While the Receiving Land will not be a unified plan of development, St. Joe does anticipate that over time, development within the Receiving Land will be planned and development orders will be sought for a series of projects within the Receiving Land. St. Joe understands and agrees that future development within the Receiving Land will be subject to all applicable state and local land development regulations.

5. In accordance with subsection (5) of Florida Statute Section 420.615, the City agrees to initiate, process and consider for adoption, utilizing the small scale amendment process defined in Florida Statute Section 163.3187(1)(c)(2) and (3), a future land use amendment to the Receiving Land which will change the land use on the Receiving Land to Low Density Residential (R-1) and approve for development the Maximum Units.

6. The parties agree that approval of the small scale amendment and finality of all appeal rights, which will provide to St. Joe the right to development the Maximum Units on the Receiving Land, is a condition precedent to St. Joe's obligation to donate the Donated Land.

7. The City may transfer all or a portion of the Donated Land to a nonprofit housing organization, such as a community land trust, housing authority, or community redevelopment agency, to be used for the production and preservation of permanently affordable housing.

8. In the event of a breach of this Agreement or failure to comply with any condition of this Agreement, either party may terminate this Agreement or file suit to enforce this Agreement as provided in Sections 380.06 and 380.11, Florida Statutes, including a suit to enjoin all development.

9. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto. This Agreement shall be recorded in the Official Records of Gulf County, Florida.

10. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the respective days and year noted below.**

Witnesses:

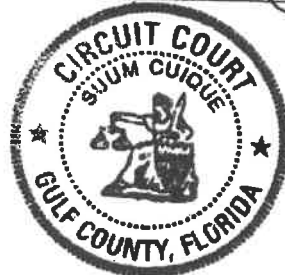
*Sarah M. Lamberson*

Sarah M. Lamberson  
Printed Name

*[Signature]*

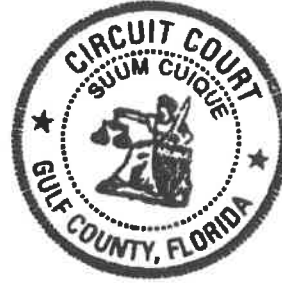
THE ST JOE COMPANY

*[Signature]*  
Name  
SE VP & GM  
Title





Pollyanna Huie  
Printed Name



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STATE OF FLORIDA  
COUNTY OF Gulf

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of July,  
2007, by Thomas J. Panaseny who is personally know to me or has produced  
\_\_\_\_\_ as identification.

Sarah M. Lamberson  
Notary  
Sarah M. Lamberson  
Printed Name



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CITY OF PORT ST. JOE

Witnesses:

*Pauline Pendarvis*

Pauline Pendarvis  
Printed Name

*Terese Kent*

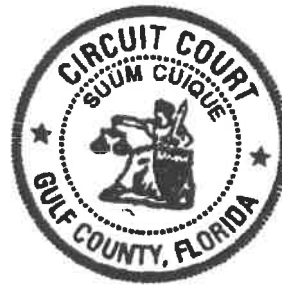
Terese Kent  
Printed Name

Approved as to form and legal sufficiency:

*[Signature]*  
City Attorney

*Frank Pate, Jr.*

Frank Pate, Jr., Mayor  
Name  
Title



STATE OF FLORIDA  
COUNTY OF GULF,

The foregoing instrument was acknowledged before me this 18th day of June, 2007, by Frank Pate, Jr. who is personally know to me or has produced self as identification.



*Bonnie M Stephens*  
Notary

Bonnie m Stephens  
Printed Name

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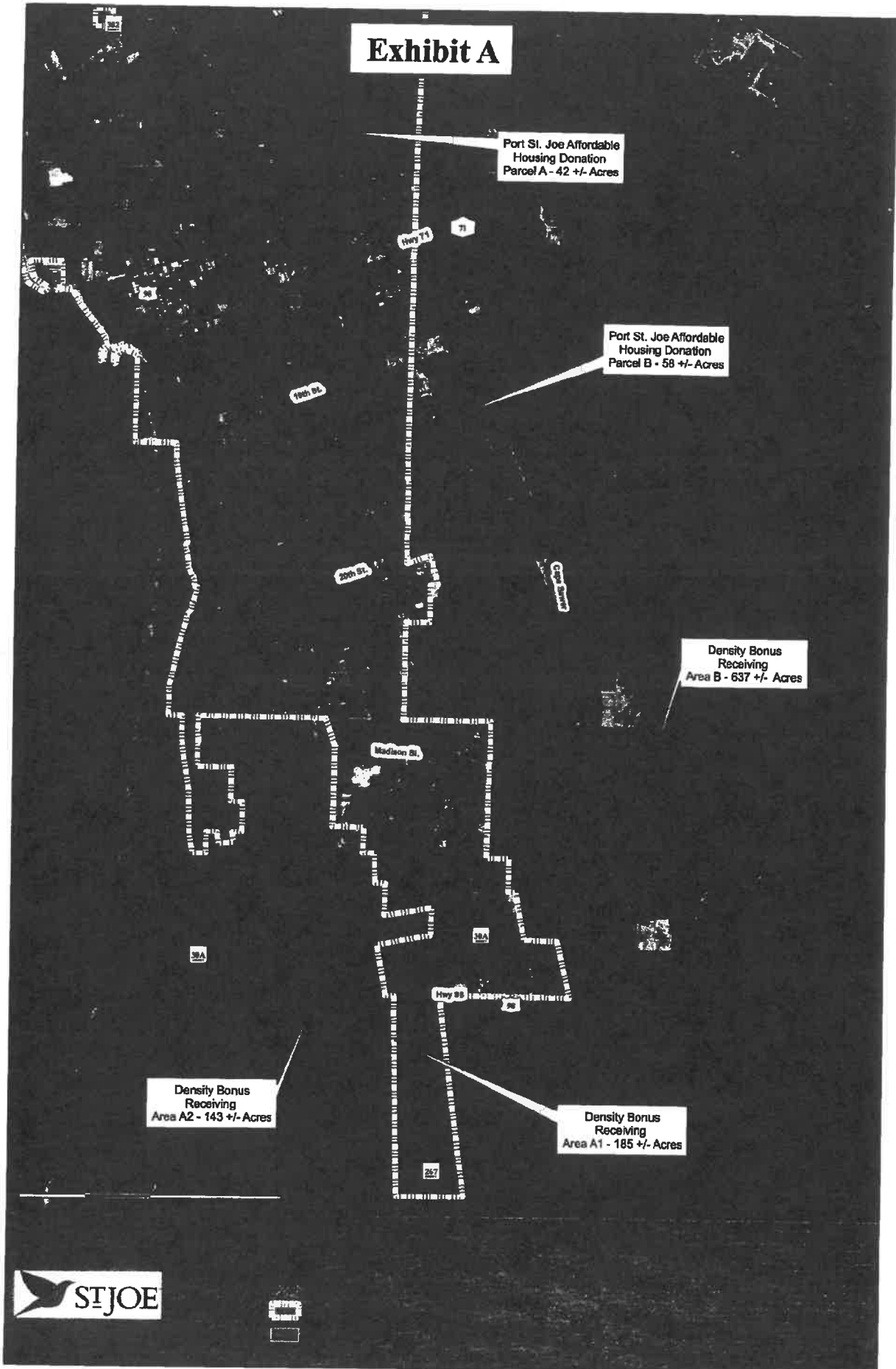
**EXHIBIT "A"**

MAP OF DONATED LAND AND RECEIVING LAND

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# Exhibit A

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