



City of Pensacola

Community Redevelopment Agency

Agenda

City of Pensacola
222 W. Main Street
Pensacola, FL 32502

June 9, 2025, 3:30 PM

Hagler-Mason Conference Room, 2nd Floor

The City of Pensacola Community Redevelopment Agency was created by the City Council and is a dependent special district in accordance with the Florida State Statutes Chapter 189 (Resolution No. 55-80 adopted on September 25, 1980; and amended Resolution No. 22-10 adopted on August 19, 2010.)

Immediately following the City Council Agenda Conference starting at 3:30 P.M.

The meeting can be watched via live stream at cityofpensacola.com/video.

CALL MEETING TO ORDER

BOARD MEMBER DISCLOSURE

CHAIRPERSON'S REPORT

ADMINISTRATOR'S COMMUNICATIONS

APPROVAL OF MINUTES

1. 25-741 CRA MEETING MINUTES - 05/05/2025

Attachments: CRA Meeting Minutes - 05/05/2025

PRESENTATIONS

2. 25-677 COMMUNITY POLICING UPDATE

Request: That the Community Redevelopment Agency (CRA) receive an update regarding community policing activities within the Urban Core Community Redevelopment Area.

Sponsors: Teniadé Broughton - Chairperson

Attachments: RECORDED-PPD Interlocal AgreementFY25

DISCUSSION ITEMS

ACTION ITEMS

3. 25-643 APPROVAL FOR A 90-DAY EXTENSION TO THE LAND DONATION

AGREEMENT WITH COMMUNITY LAND TRUST FOR AFFORDABLE HOUSING INFILL

Recommendation: That the Community Redevelopment Agency (CRA) authorize a 90-day extension to the July 18, 2025 deadline, through an amendment to the Land Donation Agreement with the Northwest Florida Community Land Trust, dated July 18, 2024, related to the redevelopment of 2300 W. Jackson Street (Parcel ID# 000S009060020172) and Spring Street (Parcel ID# 000S009003001462), as well as the rehabilitation of 1491 N. E Street (Parcel ID# 000S009050016054), for the purpose of establishing long-term affordable housing.

Sponsors: Teniadé Broughton - Chairperson

Attachments: *Amendment No. 1 to Land Donation Agreement
Land Donation Agreement, dtd 7/18/2024*

4. 25-574 CRA COMMERCIAL PROPERTY IMPROVEMENT PROGRAM AWARD - THE WEST FLORIDA BAPTIST DISTRICT ASSOCIATION, INC.

Recommendation: That the Community Redevelopment Agency (CRA) approve a Commercial Property Improvement Program funding award, for an amount not to exceed \$130,000, to First West Florida Baptist District Association, Inc. for eligible improvements to the property located at 1201 North H Street, Pensacola, Florida. Further, that the CRA authorize the CRA Chairperson to take all actions necessary to complete the project pursuant to the program documents.

Sponsors: Teniadé Broughton - Chairperson

Attachments: *Dixon Packet*

BOARD MEMBERS COMMENTS

OPEN FORUM

ADJOURNMENT

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 850-436-5640 (or TDD 850-435-1666) for further information. Request must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

If any person decides to appeal any decision made with respect to any matter considered at such meeting, he will need a record of the proceedings, and that for such purpose he 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.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-741

Community Redevelopment Agency

6/9/2025

ACTION ITEM

SUBJECT:

CRA Meeting Minutes - 05/05/2025

ATTACHMENTS:

1. CRA Meeting Minutes - 05/05/2025



City of Pensacola

COMMUNITY REDEVELOPMENT AGENCY MINUTES

City of Pensacola
222 W. Main Street
Pensacola, FL
32502

May 5, 2025

3:30 PM

Hagler-Mason Conference Room,
2nd Floor

CALL MEETING TO ORDER

The Community Redevelopment Agency (CRA) Board Meeting was called to order by Chairperson Broughton at 3:42 pm.

Board Members Present: Jennifer Brahier, Allison Patton, Charles Bare, Teniade Broughton, Jared Moore (left at 5:26 p.m.), Delarian Wiggins (left at 5:35 p.m.)

Board Members Absent: Casey Jones

Also Present: Mayor D.C. Reeves (left at 5:25 p.m.)

BOARD MEMBER DISCLOSURE

CRA Board members Patton and Wiggins disclosed ownership or control of interest directly or indirectly of property in the Community Redevelopment Area.

CHAIRPERSON'S REPORT

None.

ADMINISTRATOR'S COMMUNICATIONS

Erica Grancagnolo, Economic Development Director, introduced Ann Teston, Incentives & Land Development Program Manager.

APPROVAL OF MINUTES

1. 25-562 CRA MEETING MINUTES - 4/07/2025

Recommendation:

A motion to approve was made by Board Member Bare and seconded by Board Member Moore.

The motion passed by the following vote:

Yes: 6 Jennifer Brahier, Allison Patton, Charles Bare, Teniade Broughton,
Jared Moore, Delarian Wiggins

No: 0 None

DISCUSSION ITEMS

None.

ACTION ITEMS

Chairperson Broughton stated that Item No. 6, Item #25-560-Resolution 2025-30 CRA- Gibson School Grant Matching Funds would be moved up to Action Item No. 3.

6. 25-560 RESOLUTION 2025-30 CRA – GIBSON SCHOOL GRANT MATCHING FUNDS

Recommendation: A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA COMMUNITY REDEVELOPMENT AGENCY RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE WESTSIDE COMMUNITY REDEVELOPMENT AREA; PROVIDING FINDINGS; APPROVING AND AUTHORIZING THE EXPENDITURE OF CRA FUNDS TO SERVE AS MATCHING FUNDS FOR UPCOMING GRANT OPPORTUNITY FROM THE FLORIDA DEPARTMENT OF STATE FOR JOHN A. GIBSON SCHOOL IN FURTHERANCE OF THE PURPOSES ESTABLISHED IN CHAPTER 163, PART III, FLORIDA STATUTES AND THE WESTSIDE REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.

A motion to approve was made by Board Member Moore and seconded by Board Member Bare.

Deana Stallworth, Property Lease Manager, spoke to the item and gave an overview. Hilary Halford, Assistant CRA Division Manager, also spoke to the item, and staff responded accordingly to questions.

The motion passed by the following vote:

Yes: 6 Jennifer Brahier, Allison Patton, Charles Bare, Teniade Broughton,
 Jared Moore, Delarian Wiggins
No: 0 None

Board Member Bare asked Chairperson Broughton if Item #5, *Hawkshaw Redevelopment Project – Change in Ownership Interest*, could be moved up as the next item. Chairperson Broughton inquired whether a motion was needed to accommodate the request. The item was subsequently moved up.

5. 25-61 HAWKSHAW REDEVELOPMENT PROJECT - CHANGE IN OWNERSHIP INTEREST

Recommendation: That the Community Redevelopment Agency (CRA) consider approving a request for a change to the membership, management and voting control of Hawkshaw Development Group, LLC related to the redevelopment of the Hawkshaw property located at 50 South 9th Avenue and a 7th amendment to the covenants, conditions and restrictions for the property, as enumerated herein. Further, that the CRA Chairperson be authorized to take any and all actions necessary to execute and amend the contract.

A motion to approve was made by Board Member Brahier and seconded by Board Member Bare.

Economic Development Director, Erica Grancagnolo, introduced the item. Zac Gibbs, Managing Member of Halstead, LLC/Romana & 9th, LLC, provided a presentation. Ms. Grancagnolo informed the Board that Adam Cobb, City Attorney, was distributing a revised redlined copy of the 7th Amendment agreement, which had not been included in the original agenda packet. Trip Maygarden of Moorehead Law Group discussed purchase rights and construction financing related to the agreement. Mayor Reeves answered questions regarding the options available to the CRA Board concerning the 7th Amendment and explained that the urgency of finalizing the agreement during the CRA meeting was due to a time-sensitive developer deadline. City staff also answered questions as needed.

A motion to approve the revised redlined 7th Amendment with the following additional amendments was made by Board Member Patton and seconded by Board Member Brahier. The motion to approve the revised redlined agreement included the following amendments: the buy- back that is tied to Section 2(h)(v) shall be at market value; the definition of commencement of construction will be agreed upon by both parties' legal counsel; liquidated damages shall be set at \$50 per day, capped at the amount of taxes assessed against the property in the prior year; the construction term shall be extended to 42 months instead of three years; and, for a period of one year, the obligation to commence construction will be contingent on the as-built appraised value of the project exceeding the cost of constructing the project.

The motion passed by the following vote:

Yes: 5 Jennifer Brahier, Allison Patton, Charles Bare, Teniade Broughton,
 Delarian Wiggins
No: 0 None

2. 25-411 CRA RECOMMENDATION - 2025 URBAN CORE CRA PLAN UPDATE, SPRING 2025

Recommendation: That the Community Redevelopment Agency (CRA) submit to City Council and recommend approval and adoption of the proposed "Urban Core CRA Plan Update, Spring 2025" (2025 Plan Update), as described herein, in accordance with Chapter 163, Part III, Florida Statutes (the Act).

A motion to approve was made by Board Member Bare and seconded by Board Member Patton.

Assistant CRA Division Manager Hilary Halford gave a brief overview of the item. Megan O'Hara of Urban Design Associates provided a presentation of the item. Staff responded accordingly to questions.

The motion passed by the following vote:

Yes: 4 Jennifer Brahier, Allison Patton, Charles Bare, Teniade Broughton
No: 0 None

3. 25-412 CRA RECOMMENDATION - 2025 WESTSIDE CRA PLAN UPDATE, SPRING 2025

Recommendation: That the Community Redevelopment Agency (CRA) submit to City Council and recommend approval and adoption of the proposed "Westside CRA Plan Update, Spring 2025" (2025 Plan Update), as described herein, in accordance with Chapter 163, Part III, Florida Statutes (the Act).

A motion to approve was made by Board Member Brahier and seconded by Board Member Bare.

Assistant CRA Division Manager Hilary Halford gave a brief overview of the item. Staff responded accordingly to questions.

The motion passed by the following vote:

Yes: 4 Teniade Broughton, Allison Patton, Jennifer Brahier, Charles Bare
No: 0 None

4. 25-413 CRA RECOMMENDATION - 2025 EASTSIDE CRA PLAN UPDATE, SPRING 2025

Recommendation: That the Community Redevelopment Agency (CRA) submit to City Council and recommend approval and adoption of the proposed "Eastside CRA Plan Update, Spring 2025" (2025 Plan Update), as described herein, in accordance with Chapter 163, Part III, Florida Statutes (the Act).

A motion to approve was made by Board Member Bare and seconded by Board Member Patton.

Assistant CRA Division Manager Hilary Halford gave a brief overview of the item. Staff responded accordingly to questions.

The motion passed by the following vote:

Yes:4 Teniade Broughton, Allison Patton, Jennifer Brahier, Charles Bare
No: 0 None

PRESENTATIONS

None.

BOARD MEMBERS COMMENTS

Board Member Bare asked why Action Item #6, *Resolution 2025-30 CRA Gibson School Grant Matching Funds*, was moved up on the agenda. The Assistant CRA Division Manager responded accordingly. Board Member Bare also thanked City Attorney Adam Cobb for his work in representing the City of Pensacola. Board Member Patton seconded his comments.

OPEN FORUM

None.

ADJOURNMENT

5:50pm

APPROVED



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-677

Community Redevelopment Agency

6/9/2025

PRESENTATION

SPONSOR: Teniadé Broughton - Chairperson

SUBJECT:

COMMUNITY POLICING UPDATE

REQUEST:

That the Community Redevelopment Agency (CRA) receive an update regarding community policing activities within the Urban Core Community Redevelopment Area.

SUMMARY:

The CRA and the City of Pensacola annually enter into an Interlocal Agreement to provide community policing activities within the entirety of the Urban Core Community Redevelopment Area from 17th Avenue to A Street. The Pensacola Police Department will provide an update.

PRIOR ACTION:

September 9, 2024 - The CRA approved the interlocal agreement with the City of Pensacola to provide Community Policing Innovations within the Urban Core Community Redevelopment Area for Fiscal Year 2025.

October 10, 2024 - City Council approved the interlocal agreement with the CRA to provide Community Policing Innovations within the Urban Core Community Redevelopment Area for Fiscal Year 2025.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

STAFF CONTACT:

Tim Kinsella, City Administrator

Erica Grancagnolo, Economic Development Director
Victoria D'Angelo, CRA Division Manager
Hilary Halford, Assistant CRA Division Manager
Eric Randall, Police Chief

ATTACHMENTS:

1. RECORDED-PPD Interlocal AgreementFY25

PRESENTATION: Yes

INTERLOCAL AGREEMENT
FOR COMMUNITY POLICING INNOVATIONS
FY 2025

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2024080934 10/23/2024 12:50 PM
OFF REC BK: 9221 PG: 1960 Doc Type: AGM
Recording \$137.50

between

THE COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF PENSACOLA, FLORIDA

and

THE CITY OF PENSACOLA, FLORIDA

This **INTERLOCAL AGREEMENT** (the "Agreement"), is made and entered into as of this 22nd day of October, 2024 and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA**, a public body corporate and politic of the State of Florida (the "Agency"), and the **CITY OF PENSACOLA, FLORIDA**, a Florida municipal corporation created under the laws of the State of Florida (the "City").

WITNESSETH:

WHEREAS, the City Council of the City of Pensacola, Florida (the "City Council"), adopted Resolution No. 54-80 on September 25, 1980, which finding and determining the area described therein known as the "Urban Core Community Redevelopment Area," to be a "blighted area" (as defined in Section 163.340, Florida Statutes) and to be in need of redevelopment, rehabilitation and improvement, which finding and determination was reaffirmed in Resolution No. 65-81, adopted by the City Council on October 22, 1981; and

WHEREAS, on September 25, 1980, the City Council adopted Resolution No. 55-80, which, created the Community Redevelopment Agency, and declared the City Council to be the Agency as provided in Section 163.356, Florida Statutes; and

WHEREAS, on August 19, 2010, the City Council adopted Resolution 22-10, which amended Resolution No. 55-80 and provided for the continuation of the Pensacola Community Redevelopment Agency in conformity with the provisions of the 2010 Charter; and

WHEREAS, on March 8, 1984, the City Council adopted Ordinance No. 13-84, which created and established the Community Redevelopment Trust Fund for the Urban Core Community Redevelopment Area; and

WHEREAS, on March 27, 1984, the City Council of Pensacola, Florida, adopted Resolution No. 15-84 which approved a community redevelopment plan for the Urban Core Community Redevelopment Area; and

WHEREAS, on April 6, 1989, the City Council adopted Resolution No. 18-89, which approved a revised redevelopment plan for the Urban Core Community Redevelopment Area which plan has been subsequently amended; and

WHEREAS, on January 14, 2010, the City Council adopted Resolution No. 02- 10, which repealed the Community Redevelopment Plan 1989 as amended and adopted the Urban Core Community Redevelopment Plan 2010; and

WHEREAS, the Agency is responsible for the implementation of the redevelopment plan for the redevelopment, rehabilitation and improvement of the urban core community redevelopment area in the City; and

WHEREAS, one of the primary obstacles to the redevelopment, rehabilitation and improvement of the urban core community redevelopment area is the perception of a lack of safety in areas that have seen decline over time and that are now stigmatized in the public mind; and

WHEREAS, the Redevelopment Act (hereinafter defined) authorizes municipalities and community redevelopment agencies to develop and implement Community Policing Innovations which in the singular is statutorily defined as "a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol"; and

WHEREAS, the Agency does not have nor exercise police powers nor employ police officers as needed to undertake Community Policing Innovations; and

WHEREAS, the City employs sworn law enforcement officers who have the police power and the ability to assist the Agency by focusing resources upon Community Policing Innovations in an effort to reduce crime within the Urban Core Community Redevelopment Area; and

WHEREAS, but for the cooperation of the parties and the assistance to be provided by the Agency to the City pursuant to this Agreement, the Agency would be without resources to undertake the Community Policing Innovations authorized by the Urban Core Community Redevelopment Plan; and

WHEREAS, the City and the Agency are willing to cooperate and provide assistance to each other and, to the extent permitted by law, all in such means and manner as will promote the rehabilitation and redevelopment of the urban core community redevelopment area, benefit the local economy, and be of substantial benefit to the Agency and the City by jointly undertaking community policing innovations within the urban core community redevelopment area;

WHEREAS, the Agency proposes to exercise its powers available under Part III, Chapter 163, Florida Statutes, as amended (the "Redevelopment Act") to aid, assist,

and cause the rehabilitation and the redevelopment of the Urban Core Community Redevelopment Area to be accomplished by, among other things, using some of its "increment revenues" deposited in the Redevelopment Trust Fund (as hereinafter defined) together with funds provided by the City of Pensacola General Fund to pay for certain Community Policing Innovations (hereinafter defined and referred to hereinafter as the "Project") to be provided hereinafter by the City; and

WHEREAS, the City and the Agency desire to enter into an interlocal agreement setting forth the terms, conditions and responsibilities of a coordinated and collective effort to redevelop the Urban Core Community Redevelopment Area and continue to maintain the Project undertaken by the Agency; and

WHEREAS, the City and the Agency have determined that such an agreement to accomplish the purposes as set forth herein involves appropriate public expenditures to accomplish important public purposes.

NOW, THEREFORE, in consideration of the mutual covenants of and benefits derived from this Agreement, the City and the Agency agree as follows:

ARTICLE 1: AUTHORITY

1.1. Authority.

This Agreement is entered into pursuant to and under the authority of Section 163.01, Florida Statutes; Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes; Resolution No. 54-80, adopted by the City Council on September 25, 1980, Resolution No. 65-81, adopted by the City Council on October 22, 1981, Ordinance No. 13-84, enacted by the City Council on March 8, 1984, Resolution No. 22-10 adopted by the City Council on August 19, 2010; and other applicable law, all as amended and supplemented.

ARTICLE 2: DEFINITIONS

2.1. Definitions.

As used in this Agreement, the following capitalized terms shall have the following meanings, unless the context clearly indicates otherwise:

(1) "Act" means all or each of the following: Section 163.01, Florida Statutes; Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes, Resolution No. 54-80, adopted by the City Council on September 25, 1980, Resolution No. 65-81, adopted by the City Council on October 22, 1981; Ordinance No. 13-84, enacted by the City Council on March 8, 1984, Resolution No. 22-10 adopted by the City Council on August 19, 2010; and other applicable law, all as amended and supplemented.

(2) "Agency" means the Community Redevelopment Agency of the City of Pensacola, Florida, and any successors or assigns.

(3) "Agency Payments" means, the periodic payments made by the Agency to the City from the Community Policing Innovations Account pursuant to Section 4.3 hereof.

(4) "Agency's Other Obligations" means the payment to be made by the Agency from Increment Revenues deposited in its Redevelopment Trust Fund in the manner, to the extent and so long as such payments are required, respectively, pursuant to resolutions or agreements adopted or entered into prior to or after the Effective Date and which are provided to be superior to the obligation of the Agency under this Agreement.

(5) "Agreement" means this Interlocal Agreement, including any amendments, revisions and exhibits thereto.

(6) "Available Increment Revenues" means Increment Revenues remaining from time to time in the Agency's Redevelopment Trust Fund after all payments and deposits required to be made therefrom for the Agency's Other Obligations have been made and paid by the Agency during that Fiscal Year.

(7) "City" means the City of Pensacola, Florida, a Florida municipal corporation, and any successors or assigns.

(8) "City Council" means the City Council, or such other body constituting the elected governing or legislative body of the City.

(9) "Community Policing Innovations" means law enforcement services provided by the City within the entirety of the Urban Core Community Redevelopment Area, in cooperation and in consultation with the Agency, to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the visitors district and community areas historically and currently prone to blight and less receptive to traditional law enforcement strategies, including, but not limited to, increased face to face contact with citizens, bike patrols, foot patrols, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, attendance at community functions that foster relationships based on trust where there has been a traditional divide or contentious relationship between the community and law enforcement, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.

(10) "Community Policing Innovations Account" means the account created and established by Section 5.2 hereof and in which are deposited the Available Increment Revenues and from which the Agency Payments are made to fund the Community Policing Innovations described herein.

(11) "Community Redevelopment Area" or "Urban Core Community Redevelopment Area" means the area found to be a slum or blighted and described in

Resolution No. 54-80, adopted by the City Council on September 25, 1980, as affirmed by Resolution No. 65-81, adopted by the City Council on October 22, 1981.

(12) "Effective Date" means the date on which this Agreement becomes effective as provided in Section 8.12 hereof.

(13) "Expiration Date" means the date on which this Agreement expires by its own terms and is no longer of any force and effect as provided in Section 8.7 hereof.

(14) "Fiscal Year" means the respective fiscal years of the City and the Agency commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive twelve (12) month period as may be hereafter designated pursuant to general law as the fiscal year of the Agency or the City, respectively.

(15) "Increment Revenues" means the funds received by the Agency and deposited in the Redevelopment Trust Fund in an amount equal to the incremental increase in ad valorem tax revenues calculated pursuant to Section 163.387, Florida Statutes, within the Community Redevelopment Area.

(16) "Plan" means the revised redevelopment plan for the Urban Core Community Redevelopment Area, adopted by the City Council on April 16, 1989, by the adoption of Resolution No. 19-89 as subsequently amended.

(17) "Redevelopment Trust Fund" means the trust fund of the Agency created and established by Ordinance No. 13-84, enacted by the City Council on March 8, 1984, into which Increment Revenues are deposited as provided by that ordinance (and any amendments or successors thereto) and the Redevelopment Act.

(18) "Termination Date" means September 30, 2025, or the date on which this Agreement is terminated and is no longer of any force and effect as provided in Section 7.5, whichever occurs earlier.

2.2. Use of Words and Phrases.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural as well as the singular number, and the word "person" shall include corporations and associations, including public bodies, as well as natural persons. "Herein", "hereby", "hereunder", "hereof", "hereinbefore", "hereinafter", and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

2.3. Florida Statutes.

Any and all references herein to the "Florida Statutes" are to Florida Statutes (2010), as later amended by any session law enacted during any regular or special session of the Legislature of the State of Florida subsequent to the adoption of Florida Statutes (2010).

ARTICLE 3: PURPOSE

3.1. Purpose.

The purpose of this Agreement is to induce, encourage and assist the redevelopment of the Community Redevelopment Area through assistance and cooperation in undertaking community policing innovations within the area. It is also the purpose of this agreement to avoid expending the Agency's Increment Revenues (as defined in the Act) on general government operating expenses unrelated to the planning and carrying out of the Plan. It is also the purpose of this Agreement to define and delineate the responsibilities and obligations of the parties to this Agreement, and to express the desire of the parties to cooperate together to accomplish the purposes and expectations of this Agreement.

ARTICLE 4: THE PROJECT

4.1. Description.

The Project consists of the City providing Community Policing Innovation services within the Urban Core Community Redevelopment Area, bounded by A Street, 17th Avenue, Cervantes Street, and Pensacola Bay, in its entirety, and in consideration of such services, the Agency Payments to the City. The Agency shall pay \$ \$488,800 towards the cost of four (4) full time community policing officers and one (1) full-time sergeant dedicated to the Urban Core CRA. Two (2) of those officers shall be assigned primarily to daytime hours and two (2) officers shall be assigned primarily to evening and weekend hours. Any remaining funding shall be utilized for eligible Community Policing Innovation services within the District.

Project Administration.

The City, in consultation and cooperation with the Agency, shall be responsible for and shall oversee the administration of the Project, and shall account to the Agency for all costs of the Project.

4.3. Agency Payments.

Within 45 days of receipt of periodic invoices from the City, accompanied by an accounting for the costs of the Project, the Agency shall pay from the Community Policing Innovations Account reimbursing Agency Payments to the City equal to the Actual costs of the Project. Provided, however, the sum of the Agency Payments shall not exceed \$488,800. Upon receipt of the Agency's written approval of any such invoice and accounting, the City's Chief Financial Officer may withdraw the Agency Payment directly from the Community Policing Innovations Account. Although this Sec. 4-3 contemplates and references the production of invoices, accountings and written approvals of invoices and accountings, these documents are accumulated and retained for subsequent auditing purposes and the periodic initiation and transfer of agency payments shall be accomplished through appropriate automated data processing means.

ARTICLE 5: FINANCING

5.1. General.

The parties mutually acknowledge and agree that the aggregate cost of undertaking the CRA's portion of Community Policing Innovations within the Community Redevelopment Area is not to exceed \$488,800 for Fiscal Year 2025. The Agency covenants and agrees with the City to transfer Available Increment Revenues from the Redevelopment Trust Fund to the Community Policing Innovations Account at the times and in the amounts necessary to pay invoices submitted to the Agency by the City pursuant to Section 4.3 hereof. All other costs will be paid from other funds available to the City and set aside and committed for the purpose of paying such costs.

5.2. Community Policing Innovations Account.

(1) The Agency covenants and agrees to establish an account separate and distinct from the Redevelopment Trust Fund to be known as the Community Policing Innovations Account in which the Available Increment Revenues shall be deposited and disbursements made as provided herein. This account is intended to be and shall constitute an escrow account for the purpose of funding the Project.

(2) The Agency's Available Increment Revenues deposited in the Community Policing Innovations Account shall constitute trust funds to secure the payments required to be made by the Agency and until such transfer and deposit, the Agency shall act as trustee of its moneys for the purposes thereof and such moneys shall be accounted for separate and distinct from all other funds of the Agency and shall be used only as provided herein.

(3) The Community Policing Innovations Account shall be deposited and maintained in one or more banks, trust companies, national banking associations, savings and loan associations, savings banks or other banking associations which are under Florida law qualified to be a depository of public funds, as may be determined by the entity maintaining possession and control of such funds and accounts.

5.3. Available Increment Revenues.

(1) During the Fiscal Year commencing upon the effective date of this agreement through Termination Date, the Agency covenants and agrees with the City to transfer Available Increment Revenues from the Redevelopment Trust Fund to the Community Policing Innovations Account at the times and in the amounts necessary to pay invoices submitted to the Agency by the City pursuant to Section 4.3 hereof.

(2) The Agency hereby encumbers, commits and pledges the Available Increment Revenues for the purposes of the transfers required by this Section 5.3.

(3) The Agency covenants and agrees with the City and does hereby grant a lien in favor of the City on the funds on deposit in the Community Policing Innovations Account for the purposes set forth in this Agreement. Funds on deposit in this Community Policing Innovations Account may only be used to pay the Costs of the

Project. Any funds remaining after all costs of the Project have been paid shall be used only in the manner authorized by Section 163.387(7), Florida Statutes.

5.4. Enforcement of Increment Revenues Collections.

The Agency is currently receiving Increment Revenues, having taken all action required by law to entitle it to receive the same, and the Agency will diligently enforce its rights to receive the Increment Revenues and will not take any action which will impair or adversely affect its right to receive such funds or impair or adversely affect in any manner the Agency's covenant to budget and appropriate Available Increment Revenues for deposit to the Community Policing Innovations Account. The Agency and the City covenant and agree, so long as the Agency is required to make the Agency Payments, to take all lawful action necessary or required to continue the entitlement of the Agency to receive the Increment Revenues as now provided by law or may later be authorized, and to make the transfers required by this Agreement. The City does hereby covenant and agree that, so long as the Agency is required to make the Agency Payments, to timely budget, appropriate and pay into the Redevelopment Trust Fund in each fiscal Year the amount required of it to be so paid by the Redevelopment Act. Notwithstanding any other provision herein to the contrary, the failure of the enforcement of collection of Increment Revenues by the Agency will not relieve the City of its obligations hereunder to pay the City Payment.

5.5. No General Obligation.

Nothing contained in this Agreement shall be deemed to create a debt, liability, or other obligation of the Agency or the City or any other political subdivision of the State of Florida within the meaning of any constitutional, statutory, charter or other provision or limitation, and nothing contained herein shall be deemed to authorize or compel, directly or indirectly, the exercise of the ad valorem taxing power of the City or any other political subdivision of the State of Florida or taxation in any form on any real or personal property for the payment of any amounts contemplated by or as provided in this Agreement, including the payment of any principal or, premium, if any, and interest on any indebtedness relating to the Project.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1. Representations and Warranties of the Agency.

The Agency represents and warrants to the City that each of the following statements is presently true and accurate and can be relied upon by the City:

(1) The Agency is the duly designated community redevelopment agency of the City, a validly existing body politic and corporate of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(2) This Agreement and each document contemplated hereby to which the Agency is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Agency and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other party, except such as have been or will be duly obtained, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Agency or (c) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance upon any party or the Agency, under any indenture, mortgage, deed of trust, bank loan or credit agreement, the Agency's special acts, applicable ordinances, resolutions or any other agreement or instrument to which the Agency is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Agency outstanding on the Effective Date.

(3) This Agreement and each document contemplated hereby to which the Agency is or will be a party constitutes, or when entered into will constitute, a legal, valid and binding obligation of the Agency enforceable against it in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(4) There are no pending or, to the knowledge of the Agency, threatened actions or proceedings before any court or administrative agency against the Agency, which question the existence of the Agency, the determination of slum and blight in the Community Redevelopment Area, the adoption or implementation of the Plan, the validity of this Agreement or any instrument or document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the successful redevelopment of the Community Redevelopment Area, the consummation of the transactions contemplated hereunder or the financial condition of the Agency.

(5) This Agreement does not violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable to the Agency.

6.2. Representations and Warranties of the City.

The City represents and warrants to the Agency that each of the following statements is presently true and accurate and can be relied upon by the Agency:

(1) The City is a municipal corporation created under the laws of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(2) This Agreement and each document to which it is or will be a party has been duly authorized by all necessary action on the part thereof, and has been or will be duly executed and delivered by, it and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval

and consent of any other party, except such as been duly obtained, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on it, or (c) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance upon it, under any indenture, mortgage, deed or trust, bank loan or credit agreement, charter, applicable ordinances, resolutions or any other agreement or instrument, specifically including any covenants of any bonds, notes, or other forms of indebtedness outstanding on the Effective Date.

(3) This Agreement and each document contemplated hereby constitutes, or when entered in will constitute, a legal, valid and binding obligation enforceable against the City in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(4) There are no pending or, to the knowledge of the City, threatened actions or proceedings before any court or administrative agency against it, which question its existence, the validity of this Agreement or any instrument or document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(5) This Agreement does not violate any laws, ordinance, rules, regulations, orders, contract, or agreements that are or will be applicable to the City.

ARTICLE 7: DEFAULT; TERMINATION

7.1. Default by the Agency.

(1) Provided the City is not in default under this Agreement as set forth in Section 7.2 hereof, there shall be an "event of default" by the Agency under this Agreement upon the occurrence of any one or more of the following:

(a) The Agency fails to perform or comply with any material provision of this Agreement and such nonperformance shall have continued, after written notice thereof by the City to the Agency; or

(b) The Agency shall have failed or refused to make any of the Agency Payments when due and payable; or

(c) The Agency shall make a general assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition seeking any reorganization, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation or shall file an answer admitting, or shall fail reasonably to contest, the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Agency of any material part of its properties; or

(d) Within sixty (60) days after the commencement of any proceeding by or against the Agency seeking any reorganization, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment without the consent or acquiescence of the Agency or any trustee, receiver or liquidator of the Agency or of any material part of its properties, such appointment shall not have been vacated.

(2) If any "event of default" described in Subsection 7.1(1) hereof shall have occurred, the City may, after giving thirty (30) days written notice of such event of default to the Agency, and upon expiration of such thirty (30) day notice period, if such event of default has not been cured, terminate this Agreement or institute an action seeking such remedies as are available to the City, or both.

7.2. Default by the City.

(1) Provided the Agency is not then in default under this Agreement, there shall be an "event of default" by the City to this Agreement under this Agreement upon the occurrence of any the following:

(a) The City does not perform as required hereunder and such nonperformance shall have continued, after written notice thereof by the Agency to the City; or

(b) The City shall have failed or refused to proceed with or cause the timely completion of the Project.

(2) If an "event of default" described in Subsection 7.2(1) hereof shall have occurred, the Agency, after giving thirty (30) days written notice of such event of default to the City and upon the expiration of such thirty (30) day period if such event of default has not been cured, may terminate this Agreement or institute an action seeking such remedies as are available to the Agency hereunder.

7.3. Obligations, Rights and Remedies Not Exclusive.

The rights and remedies specified herein to which either the Agency or the City are entitled are not exclusive and are not intended to be to the exclusion of any other remedies or means or redress to which any party hereto may otherwise lawfully be entitled.

7.4. Non-Action or Failure to Observe Provisions of this Agreement.

The failure of any party hereto to promptly insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any exhibit hereto or any other agreement contemplated hereby shall not be deemed a waiver of any available right or remedy, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

7.5. Effect of Termination.

(1) Upon the occurrence of an event described in Section 7.1 or 7.2 hereof and receipt by any party of an election to terminate this Agreement pursuant to Sections 7.1 or 7.2 hereof, then this Agreement shall terminate and all obligations of any parties hereto shall then cease and be released and no longer be of any force and effect.

(2) In the event of a termination of this Agreement pursuant to this Section 7.5, no party hereto shall be obligated or liable to any other in any way, financial or otherwise, for any claim or matter arising from or as a result of this Agreement or any actions taken by any party hereto, hereunder or contemplated hereby.

ARTICLE 8: MISCELLANEOUS

8.1. Amendments.

This Agreement may be amended by the mutual written agreement of all parties at any time and from time to time, which amendments shall become effective upon filing thereof in the public records of Escambia County, Florida, pursuant to Section 163.01(11), Florida Statutes.

8.2. This Agreement Constitutes a Contract.

All parties hereto acknowledge that they will rely on the pledges, covenants and obligations created herein for the benefit of the parties hereto, and this Agreement shall be deemed to be and constitute a contract amongst said parties as of it becoming effective as provided in Section 8.12.

8.3. Assignment.

No party to this Agreement may, directly or indirectly, assign or transfer any or all of their duties, rights, responsibilities, or obligations under this Agreement to any other party or person not a party to this Agreement, without the express prior approval of the other party to this Agreement.

8.4. Severability.

The provisions of this Agreement are severable, and it is the intention of the parties hereto to confer the whole or any part of the powers herein provided for and if any of the provisions of this Agreement or any other powers granted by this Agreement shall be held unconstitutional, invalid or void by any court of competent jurisdiction, the decision of said court shall not affect or impair any of the remaining provisions of this Agreement. It is hereby declared to be the intent of the parties hereto that this Agreement would have been adopted, agreed to, and executed had such unconstitutional, invalid or void provision or power not been included therein.

8.5. Controlling Law; Venue.

Any and all provisions of this Agreement and any proceeding seeking to enforce and challenge any provision of this Agreement shall be governed by the laws of the State of Florida. Venue for any proceeding pertaining to this Agreement shall be Escambia County, Florida.

8.6. Members Not Liable.

(1) All covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City and the Agency, respectively, to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida.

(2) No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future individual member of a governing body or agent or employee of the Agency or the City in its, his or their individual capacity, and neither the members of the governing body of the Agency or the City or any official executing this Agreement shall individually be liable personally or shall be subject to any accountability by reason of the execution by the City or the Agency of this Agreement or any act pertaining hereto or contemplated hereby.

8.7. Expiration of Agreement.

(1) Unless sooner terminated as provided in Article 7, this Agreement shall expire and terminate on the Termination Date.

(2) The parties hereto covenant and agree that upon this Agreement expiring and terminating all rights, privileges, obligations and responsibilities of any party hereunder shall expire and be of no force and effect, except to the extent any provision hereof expressly survives expiration as provided herein and survives termination as provided in Section 7.5.

(3) Any funds remaining in the Community Policing Innovations Account upon the expiration of this Agreement, which are not encumbered or obligated for any payment shall be used only in the manner authorized by Section 163.387, Florida Statutes.

8.8. Third Party Beneficiaries.

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto, any right, remedy, or claim, legal or equitable, under or by reason of this Agreement or any provision hereof.

8.9. Notices.

(1) Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given or filed with a party hereto shall be deemed sufficiently given or filed for all purposes of this Agreement if and when sent by registered mail, return receipt requested, transmitted by a facsimile machine with confirmation of delivery, or by personal hand delivery:

To the Agency:	Community Redevelopment Agency of The City of Pensacola, Florida Post Office Box 12910
----------------	--

Pensacola, Florida 32521-0001
Attention: Manager

To the City:

City of Pensacola
Post Office Box 12910
Pensacola, Florida 32521-0001
Attention: City Administrator

(2) The addresses to which any notice, demand, direction or other instrument authorized to be given or filed may be changed from time to time by a written notice to that effect delivered to all the parties, which change shall be effective immediately or such other time as provided in the notice.

Until notice of a change of address is received, a party may rely upon the last address received. Notice shall be deemed given, if notice is by mail on the date mailed to the address set forth above or as changed pursuant to this Section 8.9.

8.10. Execution of Agreement.

This Agreement shall be executed in the manner normally used by the parties hereto. If any officer whose signature appears on this Agreement ceases to hold office before all officers shall have executed this Agreement or prior to the filing and recording of this Agreement as provided in Section 8.11 hereof, his or her signature shall nevertheless be valid and sufficient for all purposes. This Agreement shall bear the signature of, or may be signed by, such individuals as at the actual time of execution of this Agreement thereby shall be the proper and duly empowered officer to sign this Agreement and this Agreement shall be deemed to have been duly and properly executed even though on the Effective Date any such individual may not hold such office.

8.11. Filing with County Clerk of the Court.

The City Clerk is hereby authorized and directed after approval of this Agreement by the Agency and the City Council and the execution hereof by the duly qualified and authorized officers of each of the parties hereto as provided in Section 8.10 hereof, to submit this Agreement to the Clerk of the Court of Escambia County,

Florida, for filing in the public records of Escambia County Florida, as provided by Section 163.01(11), Florida Statutes.

8.12. Effective Date.

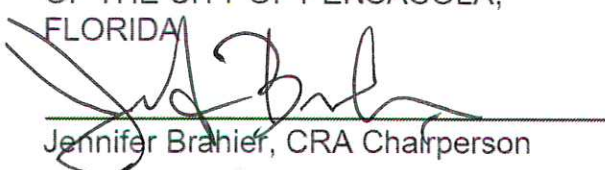
This Agreement shall become effective immediately upon filing with the Clerk of the Court of Escambia County, Florida, as provided in Section 163.01(11), Florida Statutes.

8.13. City and Agency Not Liable.

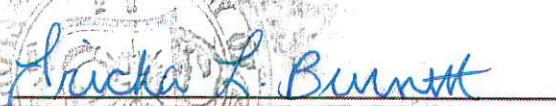
Nothing contained in this Agreement shall be construed or deemed, nor is intended, or impose any obligation upon the City or the Agency except to the extent expressly assumed by the City or the Agency, respectively.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement as of the day and year first above written.

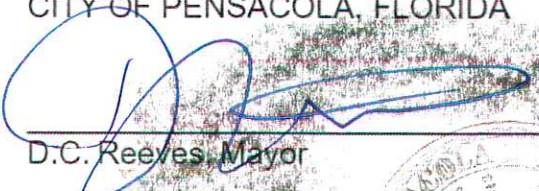
COMMUNITY REDEVELOPMENT
AGENCY
OF THE CITY OF PENSACOLA,
FLORIDA


Jennifer Branier, CRA Chairperson

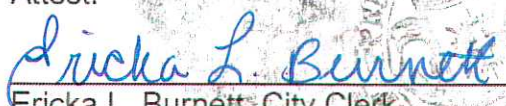
Attest:


Ericka L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA


D.C. Reeves, Mayor

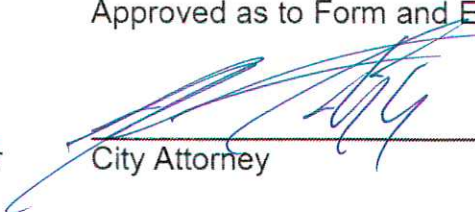
Attest:


Ericka L. Burnett, City Clerk

Approved as to Content:


Victoria D'Angelo, CRA Division Manager

Approved as to Form and Execution:


City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A.** Keep and maintain public records required by the City to perform the service.
- B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D.** Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBRICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

Memorandum

File #: 25-643

Community Redevelopment Agency

6/9/2025

ACTION ITEM**SPONSOR:** Teniadé Broughton - Chairperson**SUBJECT:**APPROVAL FOR A 90-DAY EXTENSION TO THE LAND DONATION AGREEMENT WITH
COMMUNITY LAND TRUST FOR AFFORDABLE HOUSING INFILL**RECOMMENDATION:**

That the Community Redevelopment Agency (CRA) authorize a 90-day extension to the July 18, 2025 deadline, through an amendment to the Land Donation Agreement with the Northwest Florida Community Land Trust, dated July 18, 2024, related to the redevelopment of 2300 W. Jackson Street (Parcel ID# 000S009060020172) and Spring Street (Parcel ID# 000S009003001462), as well as the rehabilitation of 1491 N. E Street (Parcel ID# 000S009050016054), for the purpose of establishing long-term affordable housing.

SUMMARY:

On June 10, 2024, the City of Pensacola Community Redevelopment Agency (CRA) approved the Land Donation Agreement between the NWFL CLT, the City of Pensacola, and the CRA for the redevelopment of 2300 W Jackson Street, A (Parcel ID# 000S009060020172) and Spring Street (Parcel ID# 000S009003001462) and the rehabilitation of 1491 N E Street (Parcel ID# 000S009050016054). The Land Donation Agreement is dated July 18, 2024, with a twelve-month deadline for completion.

To allow sufficient time for finalizing the completion of the construction of the three properties, and in coordination with project partners, the Northwest Florida Community Land Trust and the Pensacola Home Builders Association (HBA), a non-profit organization, jointly, respectfully requests an extension of the Land Donation Agreement for an additional 90 days. This extension will support the continued progress and successful delivery of long-term affordable housing within the CRA redevelopment districts.

PRIOR ACTION:

July 18, 2022 - The CRA declared the properties located at 2300 W Jackson Street, A and 1491 N E Street (formally 901 W Blount Street) surplus and available for disposition under the terms of the City of Pensacola Attainable Housing Infill Program.

August 18, 2022 - City Council approved disposition of 2300 W Jackson Street, A and 1491 N E Street (formally 901 W Blount Street) at no cost to income-qualified homebuyers, subject to

affordability requirements and pursuant to the terms of the City of Pensacola Attainable Housing Infill Program and Chapter 163, Part III, Florida Statutes.

August 18, 2022 - City Council held a public hearing regarding the disposition of 2300 W Jackson Street, A and 1491 N E Street (formally 901 W Blount Street) at no cost to income-qualified homebuyers, subject to affordability requirements and pursuant to the terms of the City of Pensacola Attainable Housing Infill Program and Chapter 163, Part III, Florida Statutes.

September 29, 2022 - City Council declared the property at 113 North Spring Street surplus and available for disposition.

April 8, 2024 - The CRA authorized staff to begin the required public notice period for the donation of three residential properties to a community land trust, pursuant to Section 163.380 Florida Statutes.

June 10, 2024 – The CRA approved the land donation agreement with the Northwest Florida Community Land Trust for the redevelopment of the three (3) infill sites for long-term affordable housing subject to Council’s authorization to dispose of the properties and after public hearing under Chapter 163, Part III, F.S.

June 13, 2024 - City Council held a public hearing related to the disposition of the three (3) infill site, in accordance with Chapter 163, Part III, F.S., and approved of disposition via a Land Donation Agreement.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Tim Kinsella, City Administrator
Erica Grancagnolo, Economic Development Director
Victoria D'Angelo, CRA Division Manager
Ann Teston, CRA Incentives and Land Development Program Manager

ATTACHMENTS:

1. Amendment No. 1 to Land Donation Agreement
2. Land Donation Agreement, dtd 7/18/2024

PRESENTATION: No

FIRST AMENDMENT TO LAND DONATION AGREEMENT

THIS FIRST AMENDMENT TO LAND DONATION AGREEMENT (the “**Amendment**”) shall hereby supplement and become a part of that certain Land Donation Agreement between Northwest Florida Community Land Trust, LLC, a Florida limited liability company (the “**Land Trust**”), the City of Pensacola, Florida (the “**City**”), and the Community Redevelopment Agency of the City of Pensacola, a public body, corporate and politic, of the State of Florida (the “**CRA**”). The Land Trust, City and CRA shall be referred to collectively as the “**Parties**.”

RECITALS:

WHEREAS, the Parties entered into a Land Donation Agreement effective July 18, 2024, for the purpose of developing the Property by constructing or renovating single-family homes (the “**Agreement**”);

WHEREAS, the Parties have agreed to amend the Agreement to modify the Construction Deadline to October 16, 2025;

WHEREAS, the Parties now desire to reduce the terms of their revisions into this Amendment.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals; Definitions. The foregoing recitals are true and correct and are hereby incorporated herein by reference. Capitalized terms not defined herein shall have the same meaning given to them in the Agreement.
2. Amendment to Agreement. The Construction Deadline in the Agreement is October 16, 2025.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same agreement.
4. Ratification. Other than as set forth above, the Agreement is hereby ratified and confirmed.

(end of text – signature pages to follow)

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates of their respective signatures below.

CITY OF PENSACOLA, a Florida
municipal corporation

By: D. C. Reeves, Mayor
Date: _____

(AFFIX CITY SEAL)

Attest:

Ericka L. Burnett, City Clerk

Approved as to form:

By: Adam C. Cobb, City Attorney

[separate signature pages follow]

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF
PENSACOLA, FLORIDA, a public body,
corporate and politic

By: Teniade Broughton, Chairperson

Date: _____

[A separate signature page follows]

LAND TRUST:

NORTHWEST FLORIDA COMMUNITY
LAND TRUST, LLC, a Florida limited
liability company

By: _____

Its: _____

Date: _____

LAND DONATION AGREEMENT

This Land Donation Agreement (the "**Agreement**") is made and entered into this 18th day of July, 2024 by and between Northwest Florida Community Land Trust, LLC, a Florida limited liability company ("**Land Trust**"), and the City of Pensacola, Florida, a Florida municipal corporation ("**City**") and the Community Redevelopment Agency of the City of Pensacola, a public body, corporate and politic, of the State of Florida ("**CRA**") (each of the City and CRA may hereinafter be referred to individually as a "**Donor**" and collectively as "**Donors**").

WITNESSETH:

WHEREAS, the CRA is the owner of certain real property located at 1491 N. E Street, Pensacola, Florida, as more particularly depicted and described in the attached Exhibit A ("**Parcel 1**");

WHEREAS, the CRA is the owner of certain real property located at 2300 W. Jackson Street, A, Pensacola, Florida, as more particularly depicted and described in the attached Exhibit B ("**Parcel 2**");

WHEREAS, the City is the owner of certain real property located on 113 N. Spring Street in Pensacola, Florida, Parcel ID #000S009003001462, as more particularly depicted in the attached Exhibit C ("**Parcel 3**") (Parcel 1, Parcel 2 and Parcel 3 are hereinafter sometimes referred to individually as a "**Parcel**", and, collectively as the "**Property**");

WHEREAS, Land Trust is a not-for-profit charitable organization engaged in the development and provision of housing opportunities for low to moderate income people and families in the greater Pensacola metropolitan area;

WHEREAS, Donors desire to donate the Property to Land Trust, to be developed, improved, and used by, through or under the Land Trust in perpetuity for the sole purpose of provision of housing for low to moderate income people and families in Pensacola, Florida; and

WHEREAS, Land Trust agrees to accept the donation of the Property from Donors, subject to the terms and conditions and covenants further set forth in this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt whereof is hereby acknowledged, and in consideration of the mutual covenants, conditions and promises herein contained, the parties hereto, hereby agree as follows:

1. **Recitals and Exhibits.** The foregoing recitations are true and correct and are hereby incorporated herein by reference. All Exhibits annexed to this Agreement are hereby incorporated herein and by reference made a part hereof.

2. **Donation of the Property.** Donors agree to donate and Land Trust agrees to accept donation of the Property upon the terms and conditions hereafter set forth.

3. **Conditions Precedent to the Land Trust's Obligation.** Unless waived in whole or in part in writing by Land Trust (which Land Trust shall have the right to do), this Agreement and Land Trust's obligations hereunder are subject to and conditioned upon the satisfaction of each and all of the following (hereinafter sometimes collectively referred to as the "**Conditions Precedent**" and singularly as "**Condition Precedent**"):

(a) **Title Status.** After the execution of the Agreement, Land Trust shall obtain from a closing agent selected by Land Trust, at Land Trust's cost and expense, a commitment to issue title insurance by a licensed title insurer. Such commitment shall be for the issuance of an ALTA Form Owner's Title Insurance Policy on the Property without exception other than the standard pre-printed exceptions normally contained therein, and those exceptions acceptable to Land Trust in its sole and absolute discretion (collectively, the "**Permitted Exceptions**"). Further:

(i) Donors shall supply such standard sellers' affidavits and other documentation as is reasonably required and satisfactory to Donors to cause the standard printed exception for parties in possession to be deleted;

(ii) Donors shall supply such standard sellers' affidavits and other documentation as may be reasonably required and satisfactory to Donors so as to permit the standard printed exception for construction liens to be deleted;

(iii) Land Trust may cause a survey or surveys to be prepared by a Florida licensed land surveyor from being sufficient to permit the title insurance company in question to delete the standard printed exception regarding matters which would be reflected by an accurate field survey; and

(iv) Land Trust shall determine whether the Property has legal, appropriate and practicable access for Land Trust's use of the Property which determination shall be made at Land Trust's sole discretion.

Land Trust shall, on or before the Closing Date (as defined below), notify Donors of any objections which Land Trust may have to Donors' title or to the other matters listed above, which matters shall be treated as title defects if unsatisfactory to Land Trust. If Donors are unable or unwilling to cure the defect(s) of which Land Trust gave notice, then Land Trust shall have the right, but not the obligation, for an additional sixty (60) days, to itself cure such defect(s) in title (and, if applicable, to extend the Closing Date contemplated hereby). If, after expiration of the above-referenced time periods, Donor has not cured the defect(s) in title and Land Trust either does not exercise its right to attempt to cure or is unable to cure such defect(s) within the time period heretofore specified, and Land Trust does not choose, at its option, to accept title to the Property in its then existing conditions, thereby waiving such objections to title then this Agreement shall terminate.

(b) **Due Diligence, Feasibility.** On or before sixty (60) days following the effective date of this Agreement (the "**Due Diligence Period**"), Land Trust shall determine whether the development or re-development of the Property for the purposes stated

herein is feasible. In so doing, Land Trust shall, among other things, determine: (i) whether there are any zoning restrictions or other prohibitions, codes, regulations, ordinances or requirements imposed by any governmental or quasi-governmental authority which will prevent Land Trust from development or re-development of the Property in the manner contemplated by Land Trust or otherwise impact Land Trust or the Property in any way; and (ii) whether the Property is free from hazardous materials and does not constitute an environmental hazard under federal, state or local law.

In the event: (i) Land Trust is unable to use the Property as contemplated by this Agreement or such use of the Property is not feasible, in Land Trust's sole and absolute discretion; or (ii) Land Trust's due diligence reveals the existence of a regulatory or environmental concern, then this Agreement shall, at Land Trust's request, made during the Due Diligence Period, be cancelled at which time it will be null and void, and Donors and Land Trust shall be released and relieved of any and all further obligations hereunder or in connection herewith. In the event Land Trust cancels the Agreement due to the failure of any of the Conditions Precedent, Land Trust will provide the Donors with copies of any engineering reports, plans, inspection reports or other documentation obtained by Land Trust during the due diligence process which pertain to the Property. Land Trust's officers, agents, employees and contractors will have the right to enter upon the Property to conduct any surveys, inspections and investigations at Land Trust's risk. Land Trust shall hold harmless Donors and indemnify them against loss, cause, damage or claim arising from entry onto the Property by Land Trust's officers, agents, employees and contractors.

4. **Donors' Representations and Warranties.** As an inducement to Land Trust to execute this Agreement and to close the transaction contemplated hereby, each Donor represents and warrants to Land Trust that, as to itself:

(a) Such Donor has the full right, power and authority to enter into this Agreement, to perform under this Agreement, and to consummate the transactions contemplated by this Agreement and the consummation of the transactions contemplated by this Agreement will not violate any other agreement to which such Donor is a party.

(b) This Agreement has been duly authorized, executed and delivered by such Donor, creates legal, valid and binding obligations of said Donor, and does not violate and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which such Donor or its portion of the Property is bound.

(c) No consent, waiver, approval or authorization is required from any person or entity in connection with the execution, delivery and performance of this Agreement by such Donor (other than those that have been obtained or will be obtained on or prior to the Closing).

(d) **DISCLAIMERS.** SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF DONORS SET FORTH IN THIS AGREEMENT AND ANY MATTERS SET FORTH IN THE DOCUMENTS TO BE DELIVERED IN CONNECTION WITH THE

CLOSING, IT IS UNDERSTOOD AND AGREED THAT DONORS ARE NOT MAKING AND HAVE NOT AT ANY TIME MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, AS TO HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN THIS AGREEMENT, LAND TRUST ACKNOWLEDGES AND AGREES THAT UPON CLOSING, DONORS SHALL DONATE AND CONVEY TO LAND TRUST AND LAND TRUST SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS."

(e) Donors' representations and warranties set forth in this Section 4 shall survive the Closing and thereafter shall be fully effective and enforceable.

5. **Land Trust's Representations and Warranties.**

(a) Land Trust has the full right, power and authority to enter into this Agreement, to perform under this Agreement, and to consummate the transactions contemplated by this Agreement and the consummation of the transactions contemplated by this Agreement will not violate any other agreement to which Land Trust is a party.

(b) This Agreement has been duly authorized, executed and delivered by Land Trust, creates legal, valid and binding obligations of Land Trust, and does not violate and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which Land Trust is bound.

(c) No consent, waiver, approval or authorization is required from any person or entity in connection with the execution, delivery and performance of this Agreement by Land Trust (other than those that have been obtained or will be obtained on or prior to the Closing).

(d) Land Trust's representations and warranties set forth in this Section 5 shall survive the Closing and thereafter shall be fully effective and enforceable.

6. **Land Trust's Covenants.**

(a) Within 12 months from the Effective Date ("**Construction Deadline**"), Land Trust shall:

- i. Cause a single-family home to be constructed upon each of Parcel 2 and Parcel 3 (each a "**Home**"). Each such Home shall be constructed in accordance with all applicable law, and issuance of a certificate of occupancy related to each such Home by the Construction Deadline shall be evidence of satisfaction of this subsection.
- ii. Cause the single-family home existing upon Parcel 1 to be remodeled to substantially like-new condition ("**Remodel**"). The Remodel shall

be completed in accordance with all applicable law, and issuance of a certificate of occupancy related to such Remodel by the Construction Deadline shall be evidence of satisfaction of this subsection.

(b) As to each Parcel and within 18 months following the Effective Date (“**Lease Deadline**”), Land Trust shall enter into, and deliver a fully-executed copy to the applicable Donor, a ground lease in substantially the form attached hereto as Exhibit D (the “**Ground Lease**”) with an “Income-Qualified Person” as defined in said Ground Lease. The form of Ground Lease shall not be changed without the prior written consent of the applicable Donor, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Following the Lease Deadline, each Parcel shall at all times be used for the provision of housing for low to moderate income people and families and used and occupied only pursuant to the terms of a duly executed Ground Lease and to an “Income-Qualified Person” as defined in the Ground Lease. Without limiting the forgoing and understanding there may be transitional periods between tenants under the Ground Lease, in no event shall any Parcel be vacant or unoccupied for a period of longer than three consecutive months following the Lease Deadline, unless the reason for the vacancy is beyond the control of the Land Trust and the Land Trust is exercising reasonable diligence in enforcing its rights..

(d) Land Trust shall diligently and in good-faith monitor and enforce compliance with the terms of any Ground Lease. To that end, Land Trust agrees to promptly provide such information and documentation as may be requested by Donors to ensure Land Trust’s compliance with this provision, including, without limitation, such financial documentation and information of counterparties to any Ground Lease as reasonably sufficient to enable verification that such counterparty meets the standards of an “Income-Qualified Person” as defined in the Ground Lease. Land Trust further agrees that within 10 business days after a written request from any Donor, Land Trust shall deliver a duly executed and acknowledged written certification, in form and substance reasonably acceptable to the requesting Donor(s), as to the validity and force and effect of any Ground Lease, the existence of any default on the part of any party to a Ground Lease, and the existence of any offset, counterclaim or defense thereto on the part of Land Trust, as well as to any other matters as may be reasonably requested by Donors.

(e) Land Trust will not amend any Ground Lease without Donors’ prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(f) Land Trust will not allow any assignment or subletting of any interest in any Ground Lease by the counterparty thereto without Donors’ prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(g) Land Trust’s covenants set forth in this Section 6 shall survive the Closing and thereafter shall be fully effective and enforceable.

7. **Land Trust’s Breach of Covenants.**

(a) Default. The occurrence of either of the following shall constitute an "Event of Default" under this Agreement:

- i. Should Land Trust at any time be in breach of the timely performance of its covenants set forth in Sections 6(e) or 6(f) above, and such breach remains un-remedied after expiration of a period of 30 days after delivery of a written notice from Donors to Land Trust specifying the breach in question; or
- ii. Should Land Trust be in breach of the timely performance of its covenants set forth in Sections 6(a)-6(d), above, and should such breach of performance remain un-remedied, after expiration of a period of thirty (30) days after delivery of a written notice from Donors to Land Trust specifying the breach in question, or, in the case of a breach that cannot reasonably be remedied within a thirty (30) day period, then such breach remains un-remedied after expiration of such longer period of time after delivery of such written notice from Donors as is reasonably required by Land Trust to fulfill or perform such obligations, provided that Land Trust commences to fulfill such obligations or remedy such breach within thirty (30) days after notice from Donors and thereafter diligently prosecutes such curative efforts in a commercially reasonable manner to completion.

(b) Remedies of Donors. Upon any Event of Default, Donors shall have the right to buy back any Parcel affected by said Event of Default and all improvements thereon, including, without limitation, any Home or Remodel ("**Repurchase Option**"). Any such Repurchase Option shall be exercised by the Donor that conveyed the Parcel pursuant to this Agreement, by delivering written notice to Land Trust within 90 days following the Event of Default ("**Repurchase Notice**"). With the Repurchase Notice, Donors shall include a then-current appraisal issued by a Florida-licensed real estate appraiser appraising the value of a fee simple interest in the applicable Parcel and all improvements thereon ("**Appraisal**"), along with the identity and contact information for the closing agent selected by Donors that will conduct the closing of the transaction contemplated by the Repurchase Option ("**Repurchase Agent**"). The Appraisal shall include a separate valuation of the unimproved Parcel (the "**Vacant Parcel Value**") and the improvements upon said Parcel (the "**Improvement Value**"), all as if unencumbered, vacant, and fee-simple interests. For clarity, Land Trust will ensure that, within seven days following request, Donors and their respective appraiser(s) will have access to the Property and all improvements thereon sufficient to facilitate and enable the timely preparation and delivery of any Appraisal. As soon as possible and in any event within no later than 180 days following delivery of the Repurchase Notice ("**Repurchase Closing Date**"), Land Trust shall execute and deliver to the applicable Donor a special warranty deed for the applicable Parcel(s) and all improvements thereon ("**Repurchase Deed**") free and clear of any and all encumbrance or right, title, claim or interest of any person or entity other than the Permitted Exceptions. For avoidance of doubt, any Ground Lease will be considered a Permitted Exception if and only if no event of default exists under that Ground Lease on (i) the date of delivery of the Repurchase Notice, and (ii) the Repurchase Closing Date. . On the Repurchase

Closing Date, Land Trust shall likewise execute and deliver to the applicable Donor such customary seller's affidavits and other documents as are reasonably necessary or requested to enable the conveyance to Donor(s) contemplated hereby and the deletion of the standard title policy exceptions from any owner's policy of title insurance to issue in favor of Donors, along with an assignment and assumption of any Ground Lease affecting the repurchased Parcel(s), in form and substance reasonably satisfactory to Land Trust and the applicable Donor (collectively, such affidavit along with the deed from Land Trust are the "**Repurchase Documents**"). On the Repurchase Closing Date, Donor(s) will deliver to Land Trust the Improvement Value. Land Trust will pay any documentary stamp taxes and recording fees due in relation to any Repurchase Deed; otherwise, the parties will bear their own fees and costs associated with the exercise of any Repurchase Option. Land Trust's obligations under this Section 7(b) shall be enforceable by Grantors via an action for specific performance and by such other remedies available under applicable law.

(c) Following the exercise of any Repurchase Option, Donors agree to recognize and not disturb the rights of any tenant under a Ground Lease in place in relation to the repurchased Parcel(s), for so long as such tenant is not in default under the terms of said Ground Lease.

8. **Brokers.** The parties hereto represent and warrant unto the other party that there are no real estate brokers involved with respect to this transaction and there are no brokerage fees, finders fees or broker's commissions due as a result of their respective executions of this Agreement or which will be due as a result of the Closing by virtue of their respective acts, inactions, conduct or otherwise. Each party hereto does hereby agree to indemnify and hold the other harmless from any breach of their respective representations and warranties as set forth in this paragraph.

9. **Closing.** The closing of the transaction contemplated by this Agreement (execution and delivery of the statutory warranty deed, as well as the execution and delivery of all other documents required pursuant to this Agreement and the payment of all sums required to be paid) ("**Closing**") shall take place, if at all, at the time, place and manner hereinafter set forth.

(a) **Closing Date.** The Closing shall take place on such date as the parties may agree, but no later than sixty (60) days following the date of this Agreement, unless extended by the parties (the "**Closing Date**").

(b) **Place of Closing.** The Closing shall take place at closing agent determined by Land Trust ("**Closing Escrow Agent**"), on the Closing Date at such time as mutually is agreed to between Donor and Land Trust.

(c) **Closing Documents.** At Closing, each applicable Donor shall deliver to Land Trust a Special Warranty Deed for each of the Parcels, in the substantially the form attached hereto as Exhibit E.

(d) **Closing Expenses.** Land Trust shall be responsible for payment of the costs of Closing, including, but not limited to, the cost of any owner's title insurance premium and related title insurance costs, documentary stamp tax and recording fees on the deed and Land Trust's attorney's fees. Donor shall be responsible for Donor's attorney's fees and tax advisor fees, if any. Property taxes for the year of closing shall be prorated to the Closing Date.

10. **Governing Law/Venue/Waiver of Trial by Jury.** This Agreement shall be governed by and enforced and construed under the laws of the State of Florida (without regard to its conflicts of laws provisions). Venue will be in Escambia County, Florida. Neither Land Trust nor Donors shall seek a jury trial on any lawsuit, proceeding or counterclaim based upon or arising out of this Agreement, or the relationship between the parties hereto. The provisions of this paragraph shall survive the termination or consummation of this Agreement.

11. **Captions.** All captions or title of paragraphs used in this Agreement are for convenience only and are not intended to construe, limit, define or describe the scope or intent of any paragraph of this Agreement nor in any way affect this Agreement.

12. **Counterparts.** This Agreement and any amendments hereto may be executed in counterparts, each of which shall be deemed an original and such counterparts shall constitute but one and the same instrument.

13. **Binding Effects.** All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns.

14. **Further Acts.** In addition to the acts and deeds recited herein and contemplated to be performed, executed, and/or delivered by Donors and Land Trust, Donor and Land Trust agree to perform, execute, and/or deliver or cause to be performed, executed and/or delivered at Closing or after Closing any and all such further acts, deeds, and assurances as may be necessary to consummate the transaction contemplated hereby.

15. **Construction of Terms.** Where appropriate, any word denoting the singular shall be deemed to denote the plural, and vice versa. Where appropriate, any word denoting or referring to one gender shall be deemed to include the other gender.

16. **Time of the Essence.** Time is of the essence of this Agreement.

17. **Effective Date.** Whenever used herein the "date hereof," the "effective date" and the "date of the execution of this Agreement" shall be deemed to mean the date the last of the parties hereto has executed this Agreement.

18. **Entire Agreement.** This contract contains the sole and entire agreement of Donors and Land Trust with respect to the transaction contemplated hereunder and no representation, inducement, promise or agreement, parole or written, between Donors and Land

Trust and not incorporated or referred to herein shall be of any force or effect. Any amendment to this Agreement shall be in writing and executed by both Donors and Land Trust.

19. **Survival.** It is understood and agreed that the ongoing and perpetual enforceability of the parties' respective covenants, representations and warranties contained herein are material to the parties' willingness and ability to consummate the transactions contemplated hereby. As a result, all of the terms, covenants, conditions, representations, warranties, and agreements of this Agreement shall survive and continue in full force and effect and shall be enforceable after Closing and shall not be merged with the documents delivered in connection therewith.

20. **Florida Public Records Law.** The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by Donors will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. Land Trust shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to Land Trust.

21. **Relationship.** Nothing herein shall be construed to create or imply the existence of a partnership, joint venture or other relationship of any kind or nature between Land Trust and either Donor.

22. **Radon.** In accordance with Florida law, the following disclosure is hereby made:

RADON GAS: Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed 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.

23. **Notices.** All notices which are required or permitted under this Agreement must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee), (a) when delivered by personal delivery, or (b) one business day after having been deposited with an expedited, overnight courier service, in each case addressed to the party to whom notice is intended to be given at the address set forth below:

If to City:

City of Pensacola
Attn: City Administrator
222 West Main Street
Pensacola, Florida 32502

With a copy to:

City of Pensacola
Attn: City Attorney
222 West Main Street
Pensacola, Florida 32502

If to CRA:

Community Redevelopment Agency of the City of Pensacola
Attn: CRA Division Manager
222 West Main Street
Pensacola, Florida 32502

With a copy to:

City of Pensacola
Attn: City Attorney
222 West Main Street
Pensacola, Florida 32502

If to Land Trust:

Northwest Florida Community Land Trust, LLC
300A W. Leonard Street
Pensacola, Florida 32501

With a copy to:

Moorhead Law Group
Attn: Stephen R. Moorhead
127 Palafox Place, Suite 200
Pensacola, Florida 32502

or to such other address as any party may from time to time designate by notice in writing to the other. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 23 shall constitute delivery.

24. **Waiver.** The failure of any party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with such term, condition, or covenant.

25. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all

respects as if such invalid or unenforceable provision were omitted.

26. **Amendment**. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived, or discharged either orally or by any course of dealing, but only by an instrument in writing signed by the party against whom enforcement of the change, amendment, modification, waiver or discharge is sought.

(end of text – signature page to follow)

IN WITNESS WHEREOF, Donors and Land Trust have executed this Agreement and have hereunto set their hands and seals as of the dates of their respective signatures below.

CITY OF PENSACOLA
a Florida municipal corporation

By: _____

D.C. Reeves, Mayor

Date: _____

(AFFIX CITY SEAL)

Attest:


Ericka L. Burnett, City Clerk

Approved as to form:

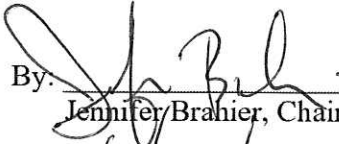
By: _____

Adam C. Cobb, City Attorney

[Separate signature pages follow.]

Land Donation Agreement – signature page

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA, a public body,
corporate and politic

By: 
Jennifer Brahier, Chairperson
Date: 6/10/2024

[A separate signature page follows.]

Land Donation Agreement – signature page

NORTHWEST FLORIDA COMMUNITY LAND
TRUST, LLC, a Florida limited liability company

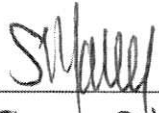
Sign: 
Print: SAMUEL R YOUNG
Title: PRESIDENT/CEO
Date: 7-2-26

EXHIBIT "A"

Parcel 1

Parcel ID: 000S009050016054



EXHIBIT "B"

Parcel 2

Parcel ID: 000S009060020172



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EXHIBIT "C"

Parcel 3

Parcel ID: 000S009003001462



EXHIBIT "D"

Form of Ground Lease

[to be attached]

Ground Lease

between

NORTHWEST FLORIDA COMMUNITY LAND TRUST

and

[Name], Homeowner

dated as of
the ____ day of _____, 20 ____

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- Exhibit LEASED LAND
- Exhibit DEED
- Exhibit PERMITTED MORTGAGES
- Exhibit FIRST REFUSAL

Other Exhibits to be Attached as Appropriate

- Exhibit RESTRICTIONS
- Exhibit INITIAL APPRAISAL

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the "Lease") entered into this _____ day of _____, 20____, by and between Northwest Florida Community Land Trust, LLC, a Florida limited liability company, having an office at 300 W Leonard St, Pensacola, FL 32501 ("CLT"), and _____ ("Homeowner").

RECITALS

- A. CLT is organized exclusively for charitable purposes, including the purpose of providing homeownership opportunities for low and moderate income (30 – 120% AMI) people who would otherwise be unable to afford homeownership.
- B. A goal of CLT is to preserve affordable homeownership opportunities through the long-term leasing of land under owner-occupied homes.
- C. The Leased Land described in this Lease has been acquired and is being leased by CLT in furtherance of this goal.
- D. The Homeowner shares the purposes of CLT and has agreed to enter into this Lease not only to obtain the benefits of homeownership, but also to further the charitable purposes of CLT.
- E. Homeowner and CLT recognize the special nature of the terms of this Lease, and each of them accepts these terms, including those terms that affect the marketing and resale price of the property now being purchased by the Homeowner.
- F. Homeowner and CLT agree that the terms of this Lease further their shared goals over an extended period of time and through a succession of owners.

NOW THEREFORE, Homeowner and CLT agree on all of the terms and conditions of this Lease as set forth below.

DEFINITIONS: Homeowner and CLT agree on the following definitions of key terms used in this Lease.

Leased Land: the parcel of land, described in Exhibit: LEASED LAND, that is leased to the Homeowner.

Home: the residential structure and other permanent improvements located on the Leased Land and owned by the Homeowner, including both the original Home described in Exhibit: DEED, and all permanent improvements added thereafter by Homeowner at Homeowner's expense.

Area Median Income (AMI): Area median income is defined as the midpoint of a specific area's income distribution and is calculated on an annual basis by the Department of Housing and Urban Development.

Base Price: the total price that is paid for the Home by the Homeowner (including the amount provided by a first mortgage loan but not including subsidy in the form of deferred loans to the Homeowner).

Purchase Option Price: the maximum price the Homeowner is allowed to receive for the sale of the Home and the Homeowner's right to possess, occupy and use the Leased Land, as defined in Article 10 of this Lease.

Lease Fee: The monthly fee that the Homeowner pays to the CLT for the continuing use of the Leased Land and any additional amounts that the CLT charges to the Homeowner for reasons permitted by this Lease.

Permitted Mortgage: A mortgage or deed of trust on the Home and the Homeowner's right to possess, occupy and use the Leased Land granted to a lender by the Homeowner with the CLT's Permission. The Homeowner may not mortgage the CLT's interest in the Leased Land, and may not grant any mortgage or deed of trust without CLT's Permission.

Event of Default: Any violation of the terms of the Lease unless it has been corrected ("cured") by Homeowner or the holder of a Permitted Mortgage in the specified period of time after a written notice of default has been given by CLT.

Due Date: With respect to: (a) the Lease Fee, the date on which such Lease Fee is due as provided in this Lease; and (b) any Imposition, the last date on which such Imposition can be paid without any fine, penalty, interest or cost being added thereto or imposed by law for the non-payment thereof. The time cutoff is 5:00 p.m. for all Due Dates.

ARTICLE 1: Homeowner's Letter of Agreement and Attorney's Letter of Acknowledgment are Attached as Exhibits.

Attached as Exhibit HOMEOWNER'S LETTER OF AGREEMENT AND ATTORNEY'S LETTER OF ACKNOWLEDGMENT and made part of this Lease by reference are a Letter of Agreement from the Homeowner, describing the Homeowner's understanding and acceptance of this Lease (including the parts of the Lease that affect the resale of the Home), and a Letter of Acknowledgment from the Homeowner's attorney, describing the attorney's review of the Lease with the Homeowner.

ARTICLE 2: Leasing of Rights to the Land

2.1 CLT LEASES THE LAND TO HOMEOWNER: The CLT hereby leases to the Homeowner, and Homeowner hereby accepts, the right to possess, occupy and use the Leased Land in accordance with the terms of this Lease. CLT has furnished to Homeowner a copy of the most current title report, if any, obtained by CLT for the Leased Land, and Homeowner accepts title to the Leased Land in its condition "as is" as of the signing of this Lease.

2.2 MINERAL RIGHTS NOT LEASED TO HOMEOWNER: CLT does not lease to Homeowner the right to remove from the Leased Land any minerals lying beneath the Leased Land's surface. Ownership of such minerals remains with the CLT (or may be owned by prior owners), but the CLT shall not remove any such minerals from the Leased Land without the Homeowner's written permission.

ARTICLE 3: Term of Lease, Change of Land Owner

3.1 TERM OF LEASE IS 99 YEARS: This Lease shall remain in effect for 99 years, beginning on the ____ day of _____, 20__, and ending on the ____ day of _____, 21__, unless ended sooner or renewed as provided below.

3.2 HOMEOWNER CAN RENEW LEASE FOR ANOTHER 99 YEARS: Homeowner may renew this Lease for one additional period of 99 years. The CLT may change the terms of the Lease for the renewal period prior to the beginning of the renewal period but only if these changes do not materially and adversely interfere with the rights possessed by Homeowner under the Lease. Not more than 365 nor less than 180 days before the last day of the first 99-year period, CLT shall give Homeowner a written notice that states the date of the expiration of the first 99-year period and the conditions for renewal as set forth in the following paragraph (the "Expiration Notice"). The Expiration Notice shall also describe any

changes that CLT intends to make in the Lease for the renewal period as permitted above.

The Homeowner shall then have the right to renew the Lease only if the following conditions are met: (a) within 60 days of receipt of the Expiration Notice, the Homeowner shall give CLT written notice stating the Homeowner's desire to renew (the "Renewal Notice"); (b) this Lease shall be in effect on the last day of the original 99-year term, and (c) the Homeowner shall not be in default under this Lease or under any Permitted Mortgage on the last day of the original 99-year term.

When Homeowner has exercised the option to renew, Homeowner and CLT shall sign a memorandum stating that the option has been exercised. The memorandum shall comply with the requirements for a notice of lease as stated in Section 14.12 below. CLT shall record this memorandum in accordance with the requirements of law promptly after the beginning of the renewal period.

3.3 WHAT HAPPENS IF CLT DECIDES TO SELL THE LEASED LAND: If ownership of the Leased Land is ever transferred by CLT (whether voluntarily or involuntarily) to any other person or institution, this Lease shall not cease, but shall remain binding on the new land-owner as well as the Homeowner. If CLT agrees to transfer the Leased Land to any person or institution other than a non-profit corporation, charitable trust, government agency or other similar institution sharing the goals described in the Recitals above, the Homeowner shall have a right of first refusal to purchase the Leased Land. The details of this right shall be as stated in the attached Exhibit FIRST REFUSAL. Any sale or other transfer contrary to this Section 3.3 shall be null and void. Notwithstanding the forgoing or anything herein to the contrary, any right of first refusal granted hereby shall be subordinate and inferior to that held by the City of Pensacola and/or the Community Redevelopment Agency of the City of Pensacola, as reflected in that certain Special Warranty Deed recorded at Book _____, Page _____ of the Official Records of Escambia County, Florida.

ARTICLE 4: Use of Leased Land

4.1 HOMEOWNER MAY USE THE HOME ONLY FOR RESIDENTIAL AND RELATED PURPOSES: Homeowner shall use, and allow others to use, the Home and Leased Land only for residential purposes and any activities related to residential use that were permitted by local zoning law when the Lease was signed, as indicated in the attached Exhibit ZONING.

Use of the Leased Land shall be further limited by the restrictions described in the attached Exhibit RESTRICTIONS.]

4.2 HOMEOWNER MUST USE THE HOME AND LEASED LAND RESPONSIBLY AND IN COMPLIANCE WITH THE LAW: Homeowner shall use the Home and Leased Land in a way that will not cause harm to others or create any public nuisance. Homeowner shall dispose of all waste in a safe and sanitary manner. Homeowner shall maintain all parts of the Home and Leased Land in safe, sound and habitable condition, in full compliance with all laws and regulations, and in the condition that is required to maintain the insurance coverage required by Section 9.4 of this Lease.

4.3 HOMEOWNER IS RESPONSIBLE FOR USE BY OTHERS: Homeowner shall be responsible for the use of the Home and Leased Land by all residents and visitors and anyone else using the Leased Land with Homeowner's permission and shall make all such people aware of the restrictions on use set forth in this Lease.

4.4 HOMEOWNER MUST OCCUPY THE HOME FOR AT LEAST 11 MONTHS EACH YEAR: Homeowner shall occupy the Home for at least

11 months of each year of this Lease, unless otherwise agreed by CLT. Occupancy by Homeowner's child, spouse, domestic partner, or other persons approved by CLT shall be considered occupancy by Homeowner. Neither compliance with the occupancy requirement nor CLT's permission for an extended period of non-occupancy constitutes permission to sublease the Leased Land and Home, which is addressed in Section 4.5 below.

4.5 LEASED LAND MAY NOT BE ASSIGNED OR SUBLEASED WITHOUT CLT'S PERMISSION. Except as otherwise provided in Article 8 and Article 10, Homeowner shall not sublease, assign, sell or otherwise convey any of Homeowner's rights under this Lease, for any period of time, without the written permission of CLT. Homeowner agrees that CLT shall have the right to withhold such consent in order to further the purposes of this Lease.

If permission for subleasing is granted, the sublease shall be subject to the following conditions.

- a) Any sublease shall be subject to all of the terms of this Lease.
- b) The rental or occupancy fee charged the sub-lessee shall not be more than the amount of the Lease Fee charged the Homeowner by the CLT, plus an amount approved by CLT to cover Homeowner's costs in owning the Home, including but not limited to the cost of taxes, insurance and mortgage interest.

4.6 CLT HAS A RIGHT TO INSPECT THE LEASED LAND: The CLT may inspect any part of the Leased Land except the interiors of fully enclosed buildings, at any reasonable time, after notifying the Homeowner at least 48 hours before the planned inspection. No more than 4 regular inspections may be carried out in a single year, except in the case of an emergency. In an emergency, the CLT may inspect any part of the Leased Land except the interiors of fully enclosed buildings, after making reasonable efforts to inform the Homeowner before the inspection.

If the CLT has received an Intent-To-Sell Notice (as described in Section 10.4 below), then the CLT has the right to inspect the interiors of all fully enclosed buildings to determine their condition prior to the sale. The CLT must notify the Homeowner at least 24 hours before carrying out such an inspection.

4.7 HOMEOWNER HAS A RIGHT TO QUIET ENJOYMENT: Homeowner has the right to quiet enjoyment of the Leased Land. The CLT has no desire or intention to interfere with the personal lives, associations, expressions, or actions of the Homeowner in any way not permitted by this Lease.

ARTICLE 5: Lease Fee

5.1 AMOUNT OF LEASE FEE: The Homeowner shall pay a monthly Lease Fee in an amount equal to the sum of \$_____ to be paid in return for the continuing right to possess, occupy, and use the Leased Land.

5.2 WHEN THE LEASE FEE IS TO BE PAID: The Lease Fee shall be payable to CLT on the first day of each month for as long as this Lease remains in effect, unless the Lease Fee is to be escrowed and paid by a Permitted Mortgagee, in which case payment shall be made as directed by such mortgagee.

5.3 HOW THE AMOUNT OF THE LEASE FEE HAS BEEN DETERMINED: The amount of the Lease Fee stated in Section 5.1 above has been determined as follows. First, the approximate monthly fair rental value of the Leased Land has been established, as of the beginning of the Lease term, recognizing that use of the Leased Land is restricted by certain provisions imposed by this Lease. Then the affordability of this monthly amount for the Homeowner has been analyzed and, if necessary, the Lease Fee has been reduced to an amount considered to be affordable for Homeowner.

5.4 CLT MAY REDUCE OR SUSPEND THE LEASE FEE TO IMPROVE AFFORDABILITY: CLT may reduce, in its sole discretion, or suspend the total amount of the Lease Fee for a period of time for the purpose of improving the affordability of the Homeowner's monthly housing costs. Any such reduction or suspension must be in writing and signed by CLT.

5.5 FEES MAY BE INCREASED FROM TIME TO TIME: The CLT may increase the amount of the Lease Fee and/or the Repair Reserve Fee from time to time, but not more often than once every 3 years. Each time such amounts are increased, the total percentage of increase since the date this Lease was signed shall not be greater than the percentage of increase, over the same period of time, in the Consumer Price Index for urban wage earners and clerical workers for the urban area in which the Leased Land is located, or, if none, for urban areas the size of Escambia County, Florida.

5.6 LEASE FEE WILL BE INCREASED IF RESTRICTIONS ARE REMOVED: If, for any reason, the provisions of Article 10 regarding transfers of the Home or Sections 4.4 and 4.5 regarding occupancy and subleasing are suspended or invalidated for any period of time, then during that time the Lease Fee shall be increased to an amount calculated by CLT to equal the fair rental value of the Leased Land for use not restricted by the suspended provisions, but initially an amount not exceeding \$_____ dollars. Such increase shall become effective upon CLT's written notice to Homeowner. Thereafter, for so long as these restrictions are not reinstated in the Lease, the CLT may, from time to time, further increase the amount of such Lease Fee, provided that the amount of the Lease Fee does not exceed the fair rental value of the Leased Land, and provided that such increases do not occur more often than once in every 5 years.

5.7 IF PAYMENT IS LATE, A LATE FEE CAN BE CHARGED: If the CLT has not received any monthly installment of the Lease Fee on or before the date on which such installment first becomes payable under this Lease (the "Due Date"), the CLT may require Homeowner to pay a late fee from the Due Date through and including the date such payment or installment is received by CLT, at a fee not to exceed \$10 per day payment is late. Such late fee shall be deemed additional Lease Fee and shall be paid by Homeowner to CLT upon demand; provided, however, that CLT shall waive any such late fee that would otherwise be payable to CLT if such payment of the Lease Fee is received by CLT on or before the thirtieth (30th) day after the Due Date.

5.8 CLT CAN COLLECT UNPAID FEES WHEN HOME IS SOLD: In the event that any amount of payable Lease Fee remains unpaid when the Home is sold, the outstanding amount of payable Lease Fee, including any interest as provided above, shall be paid to CLT out of any proceeds from the sale that would otherwise be due to Homeowner. The CLT shall have, and the Homeowner hereby consents to, a lien upon the Home for any unpaid Lease Fee. Such lien shall be prior to all other liens and encumbrances on the Home except (a) liens and encumbrances recorded before the recording of this Lease, (b) Permitted Mortgages as defined in section 8.1 below; and (c) liens for real property taxes and other governmental assessments or charges against the Home.

ARTICLE 6: Taxes and Assessments

6.1 HOMEOWNER IS RESPONSIBLE FOR PAYING ALL TAXES AND ASSESSMENTS: Homeowner shall pay directly, when due, all taxes and governmental assessments that relate to the Home and the Leased Land (including any taxes relating to the CLT's interest in the Leased Land).

6.2 CLT WILL FORWARD ANY TAX BILLS IT RECEIVES TO HOMEOWNER: In the event that the local taxing authority bills CLT for any portion of the taxes on the Home or Leased Land, CLT shall pass the bill to Homeowner and Homeowner shall promptly pay this bill.

6.3 HOMEOWNER HAS A RIGHT TO CONTEST TAXES: Homeowner shall have the right to contest the amount or validity of any taxes relating to the Home and Leased Land. Upon receiving a reasonable request from Homeowner for assistance in this matter, CLT shall join in contesting such taxes. All costs of such proceedings shall be paid by Homeowner.

6.4 IF HOMEOWNER FAILS TO PAY TAXES, CLT MAY INCREASE LEASE FEE: In the event that Homeowner fails to pay the taxes or other charges described in Section 6.1 above, CLT may increase Homeowner's Lease Fee to offset the amount of taxes and other charges owed by Homeowner. Upon collecting any such amount, CLT shall pay the amount collected to the taxing authority in a timely manner. CLT shall have the right but not the obligation to advance taxes and then charge such taxes to the Homeowner.

6.5 PARTY THAT PAYS TAXES MUST SHOW PROOF: When either party pays taxes relating to the Home or Leased Land, that party shall furnish satisfactory evidence of the payment to the other party. A photocopy of a receipt shall be the usual method of furnishing such evidence.

ARTICLE 7: The Home

7.1 HOMEOWNER OWNS THE HOUSE AND ALL OTHER IMPROVEMENTS ON THE LEASED LAND: All structures, including the house, fixtures, and other improvements purchased, constructed, or installed by the Homeowner on any part of the Leased Land at any time during the term of this Lease (collectively, the "Home") shall be property of the Homeowner. However, Homeowner's rights of ownership are limited by certain provisions of this Lease, including provisions regarding the sale or leasing of the Home by the Homeowner and the CLT's option to purchase the Home. In addition, Homeowner shall not remove any part of the Home from the Leased Land without CLT's prior written consent.

7.2 HOMEOWNER PURCHASES HOME WHEN SIGNING LEASE: Upon the signing of this Lease, Homeowner is simultaneously purchasing the Home located at that time on the Leased Land.

7.3 CONSTRUCTION CARRIED OUT BY HOMEOWNER MUST COMPLY WITH CERTAIN REQUIREMENTS: Any construction in connection with the Home is permitted only if the following requirements are met: (a) all costs shall be paid for by the Homeowner; (b) all construction shall be performed in a professional manner and shall comply with all applicable laws and regulations; (c) all changes in the Home shall be consistent with the permitted uses described in Article 4; (d) the footprint, square-footage, or height of the Home shall not be increased and new structures shall not be built or installed on the Leased Land without the prior written consent of CLT.

For any construction requiring CLT's prior written consent, Homeowner shall submit a written request to the CLT. Such request shall include:

- a) a written statement of the reasons for undertaking the construction;
- b) a set of drawings (floor plan and elevations) showing the dimensions of the proposed construction;
- c) a list of the necessary materials, with quantities needed;
- d) a statement of who will do the work;

If the CLT finds it needs additional information it shall request such information from Homeowner within two weeks of receipt of Homeowner's request. The CLT then, within two weeks of receiving all necessary information (including any additional information it may have requested) shall give Homeowner either its written consent or a written statement of its reasons for not consenting. Before construction can begin, Homeowner shall provide CLT with copies of all necessary building permits, if not previously provided.

7.4 HOMEOWNER MAY NOT ALLOW LIENS TO REMAIN AGAINST LEASED LAND OR HOME: No lien of any type shall attach to the CLT's title to the Leased Land. Homeowner shall not permit any statutory or similar lien to be filed against the Leased Land or the Home which remains more than 60 days after it has been filed. Homeowner shall take action to discharge such lien, whether by means of payment, deposit, bond, court order, or other means permitted by law. If Homeowner fails to discharge such lien within the 60-day period, then Homeowner shall immediately notify CLT of such failure. CLT shall have the right to discharge the lien by paying the amount in question. Homeowner may, at Homeowner's expense, contest the validity of any such asserted lien, provided Homeowner has furnished a bond or other acceptable surety in an amount sufficient to release the Leased Land from such lien. Any amounts paid by CLT to discharge such liens shall be treated as an additional Lease Fee payable by Homeowner upon demand.

7.5 HOMEOWNER IS RESPONSIBLE FOR SERVICES, MAINTENANCE AND REPAIRS: Homeowner hereby assumes responsibility for furnishing all services or facilities on the Leased Land, including but not limited to heat, electricity, air conditioning and water. CLT shall not be required to furnish any services or facilities or to make any repairs to the Home. Homeowner shall maintain the Home and Leased Land as required by Section 4.2 above and shall see that all necessary repairs and replacements are accomplished in a reasonable time not to exceed thirty (30) days following written notice by the CLT.

7.6 RESERVED

7.7 WHEN LEASE ENDS, OWNERSHIP REVERTS TO CLT, WHICH SHALL REIMBURSE HOMEOWNER: Upon the expiration or termination of this Lease, ownership of the Home shall revert to CLT. Upon thus assuming title to the Home, CLT shall promptly pay Homeowner and Permitted Mortgagee(s), as follows:

FIRST, CLT shall pay any Permitted Mortgagee(s) the full amount owed to such mortgagee(s) by Homeowner;

SECOND, CLT shall pay the Homeowner the balance of the Purchase Option Price calculated in accordance with Article 10 below, as of the time of reversion of ownership, less the total amount of any unpaid Lease Fee and any other amounts owed to the CLT under the terms of this Lease. The Homeowner shall be responsible for any costs necessary to clear any additional liens or other charges related to the Home which may be assessed against the Home. If the Homeowner fails to clear such liens or charges, the balance due the Homeowner shall also be reduced by the amount necessary to release such liens or charges, including reasonable attorneys fees incurred by the CLT.

ARTICLE 8: Financing

8.1 HOMEOWNER CANNOT MORTGAGE THE HOME WITHOUT CLT'S PERMISSION: The Homeowner may mortgage the Home only with the written permission of CLT. Any mortgage permitted in writing by the CLT is defined as a

Permitted Mortgage, and the holder of such a mortgage is defined as a Permitted Mortgagee.

8.2 BY SIGNING LEASE, CLT GIVES PERMISSION FOR ORIGINAL MORTGAGE. By signing this Lease, CLT gives written permission for any mortgage or deed of trust signed by the Homeowner effective on the day this Lease is signed for the purpose of financing Homeowner's purchase of the Home.

8.3 HOMEOWNER MUST GET SPECIFIC PERMISSION FOR REFINANCING OR OTHER SUBSEQUENT MORTGAGES. If, at any time subsequent to the purchase of the Home and signing of the Lease, the Homeowner seeks a loan that is to be secured by a mortgage on the Home (to refinance an existing Permitted Mortgage or to finance home repairs or for any other purpose), Homeowner must inform CLT, in writing, of the proposed terms and conditions of such mortgage loan at least 15 business days prior to the expected closing of the loan. The information to be provided to the CLT must include:

- a. the name of the proposed lender;
- b. Homeowner's reason for requesting the loan;
- c. the principal amount of the proposed loan and the total mortgage debt that will result from the combination of the loan and existing mortgage debt, if any;
- d. expected closing costs;
- e. the rate of interest;
- f. the repayment schedule; and
- g. a copy of the appraisal commissioned in connection with the loan request.

CLT may also require Homeowner to submit additional information. CLT will not permit such a mortgage loan if the loan increases Homeowner's total mortgage debt to an amount greater than 90% of the then current Purchase Option Price, calculated in accordance with Article 10 below, or if the terms of the transaction otherwise threaten the interests of either the Homeowner or the CLT.

8.4 CLT IS REQUIRED TO PERMIT A "STANDARD PERMITTED MORTGAGE." The CLT shall be required to permit any mortgage for which the mortgagee has signed a "Standard Permitted Mortgage Agreement" as set forth in "Exhibit: Permitted Mortgages, Part C," and for which the loan secured thereby does not increase Homeowner's total mortgage debt to an amount greater than 90% of the then current Purchase Option Price, calculated in accordance with Article 10 below.

8.5 A PERMITTED MORTGAGEE HAS CERTAIN OBLIGATIONS UNDER THE LEASE. Any Permitted Mortgagee shall be bound by each of the requirements stated in "Exhibit: Permitted Mortgages, Part A, Obligations of Permitted Mortgagee," which is made a part of this Lease by reference, unless the particular requirement is removed, contradicted or modified by a Rider to this Lease signed by the Homeowner and the CLT to modify the terms of the Lease during the term of the Permitted Mortgage.

8.6 A PERMITTED MORTGAGEE HAS CERTAIN RIGHTS UNDER THE LEASE. Any Permitted Mortgagee shall have all of the rights and protections stated in "Exhibit: Permitted Mortgages, Part B, Rights of Permitted Mortgagee," which is made a part of this Lease by reference.

8.7 IN THE EVENT OF FORECLOSURE, ANY PROCEEDS IN EXCESS OF THE PURCHASE OPTION PRICE WILL GO TO CLT. Homeowner and CLT recognize that it would be contrary to the purposes of this agreement if Homeowner could receive more than the Purchase Option Price as the result of the foreclosure of a mortgage. Therefore, Homeowner hereby irrevocably assigns to

CLT all net proceeds of sale of the Home that would otherwise have been payable to Homeowner and that exceed the amount of net proceeds that Homeowner would have received if the property had been sold for the Purchase Option Price, calculated as described in Section 10.10 below. Homeowner authorizes and instructs the Permitted Mortgagee, or any party conducting any sale, to pay such excess amount directly to CLT. If, for any reason, such excess amount is paid to Homeowner, Homeowner hereby agrees to promptly pay such amount to CLT.

ARTICLE 9: Liability, Insurance, Damage and Destruction, Eminent Domain

9.1 HOMEOWNER ASSUMES ALL LIABILITY. Homeowner assumes all responsibility and liability related to Homeowner's possession, occupancy and use of the Leased Land.

9.2 HOMEOWNER MUST DEFEND CLT AGAINST ALL CLAIMS OF LIABILITY. Homeowner shall defend, indemnify and hold CLT harmless against all liability and claims of liability for injury or damage to person or property from any cause on or about the Leased Land. Homeowner waives all claims against CLT for injury or damage on or about the Leased Land. However, CLT shall remain liable for injury or damage due to the grossly negligent or intentional acts or omissions of CLT or CLT's agents or employees.

9.3 HOMEOWNER MUST REIMBURSE CLT. In the event the CLT shall be required to pay any sum that is the Homeowner's responsibility or liability, the Homeowner shall reimburse the CLT for such payment and for reasonable expenses caused thereby.

9.4 HOMEOWNER MUST INSURE THE HOME AGAINST LOSS AND MUST MAINTAIN LIABILITY INSURANCE ON HOME AND LEASED LAND.

Homeowner shall, at Homeowner's expense, keep the Home continuously insured against "all risks" of physical loss, using Insurance Services Office (ISO) Form HO 00 03, or its equivalent, for the full replacement value of the Home, and in any event in an amount that will not incur a coinsurance penalty. The amount of such insured replacement value must be approved by the CLT prior to the commencement of the Lease. Thereafter, if the CLT determines that the replacement value to be insured should be increased, the CLT shall inform the Homeowner of such required increase at least 30 days prior to the next date on which the insurance policy is to be renewed, and the Homeowner shall assure that the renewal includes such change. If Homeowner wishes to decrease the amount of replacement value to be insured, Homeowner shall inform the CLT of the proposed change at least 30 days prior to the time such change would take effect. The change shall not take effect without CLT's approval.

Should the Home lie in a flood hazard zone as defined by the National Flood Insurance Plan, the Homeowner shall keep in full force and effect flood insurance in the maximum amount available.

The Homeowner shall also, at its sole expense, maintain in full force and effect public liability insurance using ISO Form HO 00 03 or its equivalent in the amount of \$300,000 per occurrence and in the aggregate. The CLT shall be named as an additional insured using ISO Form HO 04 41 or its equivalent, and certificates of insurance shall be delivered to the CLT prior to the commencement of the Lease and at each anniversary date thereof.

The dollar amounts of such coverage may be increased from time to time at the CLT's request but not more often than once in any one-year period. CLT shall inform the Homeowner of such required increase in coverage at least 30 days prior to the next date on which the insurance policy is to be renewed, and the Homeowner shall assure that the renewal includes such change. The amount of

such increase in coverage shall be based on current trends in homeowner's liability insurance coverage in the area in which the Home is located.

9.5 HOME IS DAMAGED OR DESTROYED. Except as provided below, in the event of fire or other damage to the Home, Homeowner shall take all steps necessary to assure the repair of such damage and the restoration of the Home to its condition immediately prior to the damage. All such repairs and restoration shall be completed as promptly as possible. Homeowner shall also promptly take all steps necessary to assure that the Leased Land is safe and that the damaged Home does not constitute a danger to persons or property.

If Homeowner, based on professional estimates, determines either (a) that full repair and restoration is physically impossible, or (b) that the available insurance proceeds will pay for less than the full cost of necessary repairs and that Homeowner cannot otherwise afford to cover the balance of the cost of repairs, then Homeowner shall notify CLT of this problem, and CLT may then help to resolve the problem. Methods used to resolve the problem may include efforts to increase the available insurance proceeds, efforts to reduce the cost of necessary repairs, efforts to arrange affordable financing covering the costs of repair not covered by insurance proceeds, and any other methods agreed upon by both Homeowner and CLT.

If Homeowner and CLT cannot agree on a way of restoring the Home in the absence of adequate insurance proceeds, then Homeowner may give CLT written notice of intent to terminate the Lease. The date of actual termination shall be no less than 60 days after the date of Homeowner's notice of intent to terminate. Upon termination, any insurance proceeds payable to Homeowner for damage to the Home shall be paid as follows.

FIRST, to the expenses of their collection;

SECOND, to any Permitted Mortgagee(s), to the extent required by the Permitted Mortgage(s);

THIRD, to the expenses of enclosing or razing the remains of the Home and clearing debris;

FOURTH, to the CLT for any amounts owed under this Lease;

FIFTH, to the Homeowner, up to an amount equal to the Purchase Option Price, as of the day prior to the loss, less any amounts paid with respect to the second, third, and fourth clauses above; and

SIXTH, the balance, if any, to the CLT.

9.6 SOME OR ALL OF THE LAND IS TAKEN FOR PUBLIC USE. If all of the Leased Land is taken by eminent domain or otherwise for public purposes, or if so much of the Leased Land is taken that the Home is lost or damaged beyond repair, the Lease shall terminate as of the date when Homeowner is required to give up possession of the Leased Land. Upon such termination, the entire amount of any award(s) paid shall be allocated in the way described in Section 9.5 above for insurance proceeds.

In the event of a taking of a portion of the Leased Land that does not result in damage to the Home or significant reduction in the usefulness or desirability of the Leased Land for residential purposes, then any monetary compensation for such taking shall be allocated entirely to CLT.

In the event of a taking of a portion of the Leased Land that results in damage to the Home only to such an extent that the Home can reasonably be restored to a residential use consistent with this Lease, then the damage shall be treated as damage is treated in Section 9.5 above, and monetary compensation shall be allocated as insurance proceeds are to be allocated under Section 9.5.

9.7 IF PART OF THE LAND IS TAKEN, THE LEASE FEE MAY BE REDUCED. In the event of any taking that reduces the size of the Leased Land but does not result in the termination of the Lease, CLT shall reassess the fair rental value of the remaining Land and shall adjust the Lease Fee if necessary to assure that the monthly fee does not exceed the monthly fair rental value of the Land for use as restricted by the Lease.

9.8 IF LEASE IS TERMINATED BY DAMAGE, DESTRUCTION OR TAKING, CLT WILL TRY TO HELP HOMEOWNER BUY ANOTHER CLT HOME. If this Lease is terminated as a result of damage, destruction or taking, CLT shall take reasonable steps to allow Homeowner to purchase another home on another parcel of leased land owned by CLT if such home can reasonably be made available. If Homeowner purchases such a home, Homeowner agrees to apply any proceeds or award received by Homeowner to the purchase of the home. Homeowner understands that there are numerous reasons why it may not be possible to make such a home available, and shall have no claim against CLT if such a home is not made available.

ARTICLE 10: Transfer of the Home

10.1 INTENT OF THIS ARTICLE IS TO PRESERVE AFFORDABILITY: Homeowner and CLT agree that the provisions of this Article 10 are intended to preserve the affordability of the Home for lower income households and expand access to homeownership opportunities for such households.

10.2 HOMEOWNER MAY TRANSFER HOME ONLY TO CLT OR QUALIFIED PERSONS: Homeowner may transfer the Home only to the CLT or an Income-Qualified Person as defined below or otherwise only as explicitly permitted by the provisions of this Article 10. All such transfers are to be completed only in strict compliance with this Article 10. Any purported transfer that does not follow the procedures set forth below, except in the case of a transfer to a Permitted Mortgagee in lieu of foreclosure, shall be null and void.

“Income-Qualified Person” shall mean a person or group of persons whose household income does not exceed _____% of the median household income for the applicable Standard Metropolitan Statistical Area or County as calculated and adjusted for household size from time to time by the U.S. Department of Housing and Urban Development (HUD) or any successor.

10.3 THE HOME MAY BE TRANSFERRED TO CERTAIN HEIRS OF HOMEOWNER: If Homeowner dies (or if the last surviving co-owner of the Home dies), the executor or personal representative of Homeowner’s estate shall notify CLT within ninety (90) days of the date of the death. Upon receiving such notice CLT shall consent to a transfer of the Home and Homeowner’s rights to the Leased Land to one or more of the possible heirs of Homeowner listed below as “a,” “b,” or “c,” provided that (i) such heir(s) demonstrate that they meet the standard of an “Income-Qualified Person” as defined above, and (ii) “a Letter of Agreement and a Letter of Attorney’s Acknowledgment” (as described in Article 1 above) are submitted to CLT to be attached to the Lease when it is transferred to the heirs.

- a) the spouse of the Homeowner; or
- b) the child or children of the Homeowner; or
- c) member(s) of the Homeowner’s household who have resided in the Home for at least one year immediately prior to Homeowner’s death.

Any other heirs, legatees or devisees of Homeowner, in addition to submitting Letters of Agreement and Attorney’s Acknowledgment as provided above, must demonstrate to CLT’s satisfaction that they are Income-Qualified Persons as

defined above. If they cannot demonstrate that they are Income-Qualified Persons, they shall not be entitled to possession of the Home but must transfer the Home in accordance with the provisions of this Article.

10.4 HOMEOWNER MUST GIVE NOTICE OF INTENT TO SELL: In the event that Homeowner wishes to sell Homeowner's Property, Homeowner shall notify CLT, in writing, of such wish (the Intent-to-Sell Notice). This Notice shall include a statement as to whether Homeowner wishes to recommend a prospective buyer as of the date of the Notice.

10.5 AFTER RECEIVING NOTICE, CLT SHALL COMMISSION AN APPRAISAL: No later than ten (10) days after CLT's receipt of Homeowner's Intent-to-Sell Notice, CLT shall commission a market valuation of the Leased Land and the Home (the "Appraisal") to be performed by a duly licensed appraiser who is acceptable to the Homeowner. CLT shall pay the cost of such Appraisal. The Appraisal shall be conducted by analysis and comparison of comparable properties as though title to Land and Home were held in fee simple absolute by a single party, disregarding all of the restrictions of this Lease on the use, occupancy and transfer of the property. Copies of the Appraisal are to be provided to both CLT and Homeowner.

10.6 CLT HAS AN OPTION TO PURCHASE THE HOME. Upon receipt of an Intent-to-Sell Notice from Homeowner, CLT shall have the option to purchase the Home at the Purchase Option Price calculated as set forth below. The Purchase Option is designed to further the purpose of preserving the affordability of the Home for succeeding Income-Qualified Persons while taking fair account of the investment by the Homeowner.

If CLT elects to purchase the Home, CLT shall exercise the Purchase Option by notifying Homeowner, in writing, of such election (the Notice of Exercise of Option) within forty-five (45) days of the receipt of the Appraisal, or the Option shall expire. Having given such notice, CLT may either proceed to purchase the Home directly or may assign the Purchase Option to an Income-Qualified Person.

The purchase (by CLT or CLT's assignee) must be completed within sixty (60) days of CLT's Notice of Exercise of Option. At closing, Homeowner shall execute a Special Warranty Deed conveying the Home to the CLT. The warranties in the Special Warranty Deed shall be limited to items arising by, through or under Homeowner and the Permitted Mortgage(s). If CLT fails to complete the purchase, Homeowner may sell the Home and Homeowner's rights to the Leased Land as provided in Section 10.7 below. The time permitted for the completion of the purchase may be extended by mutual agreement of CLT and Homeowner.

Homeowner may recommend to CLT a prospective buyer who is an Income-Qualified Person and is prepared to submit Letters of Agreement and Attorney's Acknowledgement indicating informed acceptance of the terms of this Lease. CLT shall make reasonable efforts to arrange for the assignment of the Purchase Option to such person, unless CLT determines that its charitable mission is better served by retaining the Home for another purpose or transferring the Home to another Income-Qualified Person.

10.7 IF PURCHASE OPTION EXPIRES, HOMEOWNER MAY SELL ON CERTAIN TERMS: If the Purchase Option has expired or if CLT has failed to complete the purchase within the sixty-day period allowed by Section 10.6 above, Homeowner may sell the Home to any Income-Qualified Person for not more than the then applicable Purchase Option Price.

10.8 AFTER ONE YEAR CLT SHALL HAVE POWER OF ATTORNEY TO CONDUCT SALE: If CLT does not exercise its option and complete the purchase

of Homeowner's Property as described above, and if Homeowner (a) is not then residing in the Home and (b) continues to hold Homeowner's Property out for sale but is unable to locate a buyer and execute a binding purchase and sale agreement within one year of the date of the Intent to Sell Notice, Homeowner does hereby appoint CLT its attorney in fact to seek a buyer, negotiate a reasonable price that furthers the purposes of this Lease, sell the property, and pay to the Homeowner the proceeds of sale, minus CLT's costs of sale and any other sums owed CLT by Homeowner.

10.9 PURCHASE OPTION PRICE EQUALS LESSER OF APPRAISED VALUE OF HOMEOWNER'S OWNERSHIP INTEREST OR FORMULA PRICE: In no event may the Home be sold for a price that exceeds the Purchase Option Price. The Purchase Option Price shall be the lesser of (a) the Appraised Value of Homeowner's Ownership Interest at Resale as calculated in line "d" of Section 10.10 below or (b) the Formula Price calculated in accordance with Section 10.10 below.

10.10 HOW THE FORMULA PRICE IS CALCULATED: The Formula Price shall be equal to ("a") the amount of Homeowner's Base Price (as stated below), plus a maximum of 25% of any increase in the appraised value of Homeowner's Ownership Interest (as calculated below).

a. Homeowner's Base Price: The Parties agree that the price paid by Homeowner upon the execution of this lease (Homeowner's Base Price) is \$____. (Homeowner's Base Price equals Homeowner's Ownership Interest at time of purchase.)

b. Initial Appraised Value of Home and Leased Land: The parties agree that the total appraised value of Home and Leased Land at the time of Homeowner's purchase (the Initial Appraised Value) is \$____ as documented by the appraiser's report attached to this Lease as Exhibit INITIAL APPRAISAL,

c. Ratio of Homeowner's Base Price to Initial Appraised Value: The parties agree that the Ratio of Homeowner's Base Price to Initial Appraised Value, expressed as a percentage, is a maximum of ____%.

d. Appraised Value of Homeowner's Ownership Interest at Resale: The appraised value of Homeowner's Ownership Interest at time of resale equals the appraised value of Home and Leased Land at resale, determined in accordance with Section 10.5, multiplied by the Ratio of Homeowner's Base Price to Initial Appraised Value (____%) as calculated in ("c") above.

e. Increase in Appraised Value of Homeowner's Ownership Interest: The increase in appraised value of Homeowner's Ownership Interest equals the appraised value of Homeowner's Ownership Interest at resale determined in accordance with ("d") above minus the Homeowner's Base Price stated in ("a") above.

f. Homeowner's share of Increase in Appraised Value of Homeowner's Ownership Interest: Homeowner's share of the increase in the appraised value of the Homeowner's Ownership Interest shall be determined by multiplying the Increase in Market Value as calculated in ("e") above by the "Shared Appreciation Factor." The "Shared Appreciation Factor" shall be tied to the length of ownership as follows:

- If the property is sold following purchase prior to the completion of the 2nd year of ownership, the "Shared Appreciation Factor" shall be 5%
- If the property is sold within the 3rd to the 5th year of ownership, the "Shared Appreciation Factor" shall be 10%
- If the property is sold in the 6th through 10th year of ownership, the Shared Appreciation Factor shall be 20%

- If the property is sold at any time during or after the 11th year of ownership, the Shared Appreciation Factor shall be 25%

g. *Formula Price*: The Formula Price equals Homeowner's Base Price ("a") plus Homeowner's share of Increase in the appraised value of the Homeowner's Ownership Interest ("f").

10.11 **QUALIFIED PURCHASER SHALL RECEIVE NEW LEASE**: The CLT shall issue a new lease to any person who purchases the Home in accordance with the terms of this Article 10. The terms of such lease shall be the same as those of new leases issued to homebuyers at that time for land not previously leased by the CLT.

10.12 **PURCHASER MAY BE CHARGED A TRANSFER FEE**. In the event that Homeowner sells the Home to a party other than the CLT (whether directly to such party or as a result of CLT's assignment of its Purchase Option to such party), the price to be paid by such purchaser shall include in addition to the Purchase Option Price, at the discretion of the CLT, a transfer fee to compensate the CLT for carrying out its responsibilities with regard to the transaction. The amount of the transfer fee shall be no more than ____% of the Purchase Option Price.

10.13 **HOMEOWNER REQUIRED TO MAKE NECESSARY REPAIRS AT TRANSFER**: The Homeowner is required to make necessary repairs when the Homeowner voluntarily transfers the Home as follows:

- a) The person purchasing the Home ("Buyer") shall, prior to purchasing the Home, hire at her sole expense a duly licensed building inspector to assess the condition of the Home and prepare a written report of the condition ("Inspection Report"). The Homeowner shall cooperate fully with the inspection.
- b) The Buyer shall provide a copy of the Inspection Report to Buyer's lender (if any), the Homeowner, and the CLT within 10 days after receiving the Inspection Report.
- c) Homeowner shall repair specific reported defects or conditions necessary to bring the Home into full compliance with Sections 4.2 and 7.5 above prior to transferring the Home.
- d) Homeowner shall bear the full cost of the necessary repairs and replacements. However, upon Homeowner's written request, the CLT may allow the Homeowner to pay all or a portion of the repair costs after transfer, from Homeowner's proceeds of sale, if Homeowner cannot afford to pay such costs prior to the transfer. In such event, either (i) 150% of the unpaid estimated cost of repairs or (ii) 100% of the unpaid cost of completed repairs shall be withheld from Homeowner's proceeds of sale in a CLT-approved escrow account.
- e) Homeowner shall allow CLT, Buyer, and Buyer's building inspector and lender's representative to inspect the repairs prior to closing to determine that the repairs have been satisfactorily completed.
- f) Upon sale or other transfer, Homeowner shall either (i) transfer the Home with all originally purchased appliances or replacements in the Home in good working order or (ii) reduce the Purchase Option Price by the market value of any such appliances that are not left with the Home in good working order.

ARTICLE 11: RESERVED

ARTICLE 12: DEFAULT

12.1 HOMEOWNER FAILS TO MAKE PAYMENTS TO THE CLT THAT ARE REQUIRED BY THE LEASE: It shall be an event of default if Homeowner fails to pay the Lease Fee or other charges required by the terms of this Lease and such failure is not cured by Homeowner or a Permitted Mortgagee within thirty (30) days after notice of such failure is given by CLT to Homeowner and Permitted Mortgagee. However, if Homeowner makes a good faith partial payment of at least two-thirds (2/3) of the amount owed during the 30-day cure period, then the cure period shall be extended by an additional 30 days.

12.2 HOMEOWNER VIOLATES OTHER (NONMONETARY) TERMS OF THE LEASE: It shall be an event of default if Homeowner fails to abide by any other requirement or restriction stated in this Lease, and such failure is not cured by Homeowner or a Permitted Mortgagee within sixty (60) days after notice of such failure is given by CLT to Homeowner and Permitted Mortgagee. However, if Homeowner or Permitted Mortgagee has begun to cure such default within the 60-day cure period and is continuing such cure with due diligence but cannot complete the cure within the 60-day cure period, the cure period shall be extended for as much additional time as may be reasonably required to complete the cure.

12.3 HOMEOWNER DEFAULTS AS A RESULT OF JUDICIAL PROCESS: It shall be an event of default if the leasehold estate hereby created is taken on execution or by other process of law, or if Homeowner is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property of Homeowner for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of any substantial part of the Home or Homeowner's interest in the Leased Land by a court of competent jurisdiction, or if a petition is filed for the reorganization of Homeowner under any provisions of the Bankruptcy Act now or hereafter enacted, or if Homeowner files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts.

12.4 A DEFAULT (UNCURED VIOLATION) GIVES CLT THE RIGHT TO TERMINATE THE LEASE OR EXERCISE ITS PURCHASE OPTION:

a) TERMINATION: In the case of any of the events of default described above, CLT may terminate this lease at which time Homeowner shall execute a Special Warranty Deed conveying the Home to the CLT. The warranties in the Special Warranty Deed shall be limited to items arising by, through or under Homeowner and the Permitted Mortgage(s). If Homeowner fails to relinquish possession of the Home and deed the Home to the CLT, the CLT may initiate summary proceedings under applicable law against Homeowner, and CLT shall have all the rights and remedies consistent with such laws and resulting court orders to enter the Leased Land and Home and repossess the entire Leased Land and Home, and expel Homeowner and those claiming rights through Homeowner. In addition, CLT shall have such additional rights and remedies to recover from Homeowner arrears of rent and damages from any preceding breach of any covenant of this Lease. If this Lease is terminated by CLT pursuant to an Event of Default, then, as provided in Section 7.7 above, upon thus assuming title to the Home, CLT shall pay to Homeowner and any Permitted Mortgagee an amount equal to the Purchase Option Price calculated in accordance with Section 10.9 above, as of the time of reversion of ownership, less the total amount of any unpaid Lease Fee and any other amounts owed to the CLT under the terms of this Lease and all reasonable costs (including reasonable attorneys' fees) incurred by CLT in pursuit of its remedies under this Lease.

If CLT elects to terminate the Lease, then the Permitted Mortgagee shall have the right (subject to Article 8 above and the attached Exhibit: Permitted Mortgages) to postpone and extend the specified date for the termination of the Lease for a period sufficient to enable the Permitted Mortgagee or its designee to acquire Homeowner's interest in the Home and the Leased Land by foreclosure of its mortgage or otherwise.

b) **EXERCISE OF OPTION:** In the case of any of the events of default described above, Homeowner hereby grants to the CLT (or its assignee) the option to purchase the Home for the Purchase Option Price as such price is defined in Article 10 above. Within thirty (30) days after the expiration of any applicable cure period as established in Sections 12.1 or 12.2 above or within 30 days after any of the events constituting an Event of Default under Section 12.3 above, CLT shall notify the Homeowner and the Permitted Mortgagee(s) of its decision to exercise its option to purchase under this Section 12.4(b). Not later than ninety (90) days after the CLT gives notice to the Homeowner of the CLT's intent to exercise its option under this Section 12.4(a), the CLT or its assignee shall purchase the Home for the Purchase Option Price.

12.5 WHAT HAPPENS IF CLT DEFAULTS: CLT shall in no event be in default in the performance of any of its obligations under the Lease unless and until CLT has failed to perform such obligations within sixty (60) days, or such additional time as is reasonably required to correct any default, after notice by Homeowner to CLT properly specifying CLT's failure to perform any such obligation.

ARTICLE 13: Mediation and Arbitration

13.1 Nothing in this Lease shall be construed as preventing the parties from utilizing any process of mediation or arbitration in which the parties agree to engage for the purpose of resolving a dispute.

13.2 Homeowner and CLT shall each pay one half (50%) of any costs incurred in carrying out mediation or arbitration in which the parties have agreed to engage.

ARTICLE 14: GENERAL PROVISIONS

14.1 **HOMEOWNER'S MEMBERSHIP IN CLT:** CLT Homeowners shall have representation on the CLT Committee.

14.2 **NOTICES:** Whenever this Lease requires either party to give notice to the other, the notice shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the party at the address set forth below, or such other address designated by like written notice:

If to CLT: Northwest Florida Community Land Trust, LLC
Attn: Sam Young
300A W. Leonard St.
Pensacola, FL 32501

with a copy to: Moorhead Law Group, PLLC
Attn: Robert J. Powell
127 Palafox Pl, Suite 200
Pensacola, FL 32502

If to Homeowner: _____ (name/address of Homeowner)

All notices, demands and requests shall be effective upon being deposited in the United States Mail or, in the case of personal delivery, upon actual receipt.

14.3 NO BROKERAGE: Homeowner warrants that it has not dealt with any real estate broker other than _____ in connection with the purchase of the Home. If any claim is made against CLT regarding dealings with brokers other than _____, Homeowner shall defend CLT against such claim with counsel of CLT's selection and shall reimburse CLT for any loss, cost or damage which may result from such claim.

14.4 SEVERABILITY AND DURATION OF LEASE: If any part of this Lease is unenforceable or invalid, such material shall be read out of this Lease and shall not affect the validity of any other part of this Lease or give rise to any cause of action of Homeowner or CLT against the other, and the remainder of this Lease shall be valid and enforced to the fullest extent permitted by law. It is the intention of the parties that CLT's option to purchase and all other rights of both parties under this Lease shall continue in effect for the full term of this Lease and any renewal thereof, and shall be considered to be coupled with an interest. In the event any such option or right shall be construed to be subject to any rule of law limiting the duration of such option or right, the time period for the exercising of such option or right shall be construed to expire twenty (20) years after the death of the last survivor of the following persons:

NOTE: List an identifiable group of small children, e.g., the children living as of the date of this Lease of any of the directors or employees of a specified corporation.

14.5 RIGHT OF FIRST REFUSAL IN LIEU OF OPTION: If the provisions of the purchase option set forth in Article 10 of this Lease shall, for any reason, become unenforceable, CLT shall nevertheless have a right of first refusal to purchase the Home at the highest documented bona fide purchase price offer made to Homeowner. Such right shall be as specified in Exhibit FIRST REFUSAL. Any sale or transfer contrary to this Section, when applicable, shall be null and void.

14.6 WAIVER: The waiver by CLT at any time of any requirement or restriction in this Lease, or the failure of CLT to take action with respect to any breach of any such requirement or restriction, shall not be deemed to be a waiver of such requirement or restriction with regard to any subsequent breach of such requirement or restriction, or of any other requirement or restriction in the Lease. CLT may grant waivers in the terms of this Lease, but such waivers must be in writing and signed by CLT before being effective.

The subsequent acceptance of Lease Fee payments by CLT shall not be deemed to be a waiver of any preceding breach by Homeowner of any requirement or restriction in this Lease, other than the failure of the Homeowner to pay the particular Lease Fee so accepted, regardless of CLT's knowledge of such preceding breach at the time of acceptance of such Lease Fee payment.

14.7 CLT'S RIGHT TO PROSECUTE OR DEFEND: CLT shall have the right, but shall have no obligation, to prosecute or defend, in its own or the Homeowner's name, any actions or proceedings appropriate to the protection of its own or Homeowner's interest in the Leased Land. Whenever requested by CLT, Homeowner shall give CLT all reasonable aid in any such action or proceeding.

14.8 CONSTRUCTION: Whenever in this Lease a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand.

14.9 HEADINGS AND TABLE OF CONTENTS: The headings, subheadings and table of contents appearing in this Lease are for convenience only, and are not

a part of this Lease and do not in any way limit or amplify the terms or conditions of this Lease.

14.10 PARTIES BOUND: This Lease sets forth the entire agreement between CLT and Homeowner with respect to the leasing of the Land; it is binding upon and inures to the benefit of these parties and, in accordance with the provisions of this Lease, their respective successors in interest. This Lease may be altered or amended only in a writing executed by CLT and Homeowner or their legal representatives or, in accordance with the provisions of this Lease, their successors in interest.

14.11 GOVERNING LAW: This Lease shall be interpreted in accordance with and governed by the laws of Florida. The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against CLT or Homeowner.

14.12 RECORDING: The parties agree, as an alternative to the recording of this Lease, to execute a so-called Notice of Lease or Short Form Lease in form recordable and complying with applicable law and reasonably satisfactory to CLT's attorneys. In no event shall such document state the rent or other charges payable by Homeowner under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease.

IN WITNESS WHEREOF, the parties have executed this lease at _____ on the day and year first above written.

NAME OF CLT

Witness

By: _____
Its duly authorized agent

Witness

_____ (Homeowner):

[notarize signatures]

**Exhibit LETTERS OF AGREEMENT AND ATTORNEY'S
ACKNOWLEDGMENT**

Sample
Letter of Agreement

To _____ Community Land Trust ("the CLT")

Date: _____

This letter is given to the CLT to become an exhibit to a Lease between the CLT and me. I will be leasing a parcel of land from the CLT and will be buying the home that sits on that parcel of land. I will therefore become what is described in the Lease as a "the Homeowner."

My legal counsel, _____, has explained to me the terms and conditions of the Lease and other legal documents that are part of this transaction. I understand the way these terms and conditions will affect my rights as a CLT homeowner, now and in the future.

In particular I understand and agree with the following points.

One of the goals of the CLT is to keep CLT homes affordable for lower income households from one CLT homeowner to the next. I support this goal as a CLT homeowner and as a member of the CLT.

The terms and conditions of my Lease will keep my home affordable for future "income-qualified persons" (as defined in the Lease). If and when I want to sell my home, the lease requires that I sell it either to the CLT or to another income-qualified person. The terms and conditions of the lease also limit the price for which I can sell the home, in order to keep it affordable for such income-qualified persons.

It is also a goal of the CLT to promote resident ownership of CLT homes. For this reason, my Lease requires that, if I and my family move out of our home permanently, we must sell it. We cannot continue to own it as absentee owners.

I understand that I can leave my home to my child or children or other members of my household and that, after my death, they can own the home for as long as they want to live in it and abide by the terms of the Lease, or they can sell it on the terms permitted by the Lease.

As a CLT homeowner and a member of the CLT, it is my desire to see the terms of the Lease and related documents honored. I consider these terms fair to me and others.

Sincerely

Sample
Letter of Attorney's Acknowledgment

I, _____, have been independently employed by
_____ (hereinafter "the Client") who intends to
purchase a house and other improvements (the "Home") on land to be leased from
Community Land Trust. The house and land are located at
_____.

In connection with the contemplated purchase of the Home and the leasing of
the land, I reviewed with the Client the following documents:

- a) this Letter of Attorney's Acknowledgment and a Letter of Agreement from
the Client;
- b) a proposed Deed conveying the Home to the Client;
- c) a proposed Ground Lease conveying the "Leased Land" to the Client;
- d) other written materials provided by the CLT.

The Client has received full and complete information and advice regarding this
conveyance and the foregoing documents. In my review of these documents my
purpose has been to reasonably inform the Client of the present and foreseeable
risks and legal consequences of the contemplated transaction.

The Client is entering the aforesaid transaction in reliance on her own judgment
and upon her investigation of the facts. The advice and information provided by
me was an integral element of such investigation.

Name

Date

Title

Firm/Address

Exhibit DEED

Sample
Deed

Between

LOCAL LAND TRUST (Grantor), a not-for-profit corporation having its principal offices at _____, _____, _____, and

JOHN AND MARY DOE (Grantees), residing at
_____, _____, _____.

Witnesseth

That Grantor, in consideration of one dollar and other good and valuable consideration paid by Grantees, does hereby grant and release unto Grantees, their heirs, or successors and assigns forever,

THE BUILDINGS AND OTHER IMPROVEMENTS ONLY, as presently erected on the Land described in Schedule "A" attached hereto and made a part hereof.

It is the intention of the parties that the real property underlying the buildings and other improvements conveyed herein remain vested in Grantor and that this warranty deed convey only such buildings and other improvements as are presently erected upon the subject Land.

In witness whereof, as authorized agent of Grantor, I hereunto set my hand this _____ day of _____, A.D. 20__.

signature

[notarize signature]

Exhibit: PERMITTED MORTGAGES

The rights and provisions set forth in this Exhibit shall be understood to be provisions of Section 8.2 of the of the Lease. All terminology used in this Exhibit shall have the meaning assigned to it in the Lease.

A. OBLIGATIONS OF PERMITTED MORTGAGEE. Any Permitted Mortgagee shall be bound by each of the following requirements unless the particular requirement is removed, contradicted or modified by a rider to this Lease signed by the Homeowner and the CLT to modify the terms of the Lease during the term of the Permitted Mortgage.

1. If Permitted Mortgagee sends a notice of default to the Homeowner because the Homeowner has failed to comply with the terms of the Permitted Mortgage, the Permitted Mortgagee shall, at the same time, send a copy of that notice to the CLT. Upon receiving a copy of the notice of default and within that period of time in which the Homeowner has a right to cure such default (the "cure period"), the CLT shall have the right to cure the default on the Homeowner's behalf, provided that all current payments due the Permitted Mortgagee since the notice of default was given are made to the Permitted Mortgagee.
2. If, after the cure period has expired, the Permitted Mortgagee intends to accelerate the note secured by the Permitted Mortgage or begin foreclosure proceedings under the Permitted Mortgage, the Permitted Mortgagee shall first notify CLT of its intention to do so, and CLT shall then have the right, upon notifying the Permitted Mortgagee within thirty (30) days of receipt of such notice, to acquire the Permitted Mortgage by paying off the debt secured by the Permitted Mortgage.
3. If the Permitted Mortgagee acquires title to the Home through foreclosure or acceptance of a deed in lieu of foreclosure, the Permitted Mortgagee shall give CLT written notice of such acquisition and CLT shall then have an option to purchase the Home from the Permitted Mortgagee for the full amount owing to the Permitted Mortgagee under the Permitted Mortgage. To exercise this option to purchase, CLT must give written notice to the Permitted Mortgagee of CLT's intent to purchase the Home within thirty (30) days following CLT's receipt of the Permitted Mortgagee's notice. CLT must then complete the purchase of the Home within sixty (60) days of having given written notice of its intent to purchase. If CLT does not complete the purchase within this 60-day period, the Permitted Mortgagee shall be free to sell the Home to another person.
4. Nothing in the Permitted Mortgage or related documents shall be construed as giving Permitted Mortgagee a claim on CLT's interest in the Leased Land, or as assigning any form of liability to the CLT with regard to the Leased Land, the Home, or the Permitted Mortgage.
5. Nothing in the Permitted Mortgage or related documents shall be construed as rendering CLT or any subsequent Mortgagee of CLT's interest in this Lease, or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt secured by the Permitted Mortgage or any part thereof.
6. The Permitted Mortgagee shall not look to CLT or CLT's interest in the Leased Land, but will look solely to Homeowner, Homeowner's interest in the Leased Land, and the Home for the payment of the debt secured thereby or any part thereof. (It is the intention of the parties hereto that CLT's consent to such the Permitted Mortgage shall be without any liability on the part of CLT for any deficiency judgment.)

7. In the event any part of the Security is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the Permitted Mortgagee in accordance with the provisions of ARTICLE 9 hereof.
8. CLT shall not be obligated to execute an assignment of the Lease Fee or other rent payable by Homeowner under the terms of this Lease.

B. RIGHTS OF PERMITTED MORTGAGEE. The rights of a Permitted Mortgagee as referenced under Section 8.6 of the Lease to which this Exhibit is attached shall be as set forth below.

1. Any Permitted Mortgagee shall, without further consent by CLT, have the right to (a) cure any default under this Lease, and perform any obligation required under this Lease, such cure or performance being effective as if it had been performed by Homeowner; (b) acquire and convey, assign, transfer and exercise any right, remedy or privilege granted to Homeowner by this Lease or otherwise by law, subject to the provisions, if any, in the Permitted Mortgage, which may limit any exercise of any such right, remedy or privilege; and (c) rely upon and enforce any provisions of the Lease to the extent that such provisions are for the benefit of a Permitted Mortgagee.
2. A Permitted Mortgagee shall not be required, as a condition to the exercise of its rights under the Lease, to assume personal liability for the payment and performance of the obligations of the Homeowner under the Lease. Any such payment or performance or other act by Permitted Mortgagee under the Lease shall not be construed as an agreement by Permitted Mortgagee to assume such personal liability except to the extent Permitted Mortgagee actually takes possession of the Home and Leased Land. In the event Permitted Mortgagee does take possession of the Home and Leased Land and thereupon transfers such property, any such transferee shall be required to enter into a written agreement assuming such personal liability and upon any such assumption the Permitted Mortgagee shall automatically be released from personal liability under the Lease.
3. In the event that title to the estates of both CLT and Homeowner are acquired at any time by the same person or persons, no merger of these estates shall occur without the prior written declaration of merger by Permitted Mortgagee, so long as Permitted Mortgagee owns any interest in the Security or in a Permitted Mortgage.
4. If the Lease is terminated for any reason, or in the event of the rejection or disaffirmance of the Lease pursuant to bankruptcy law or other law affecting creditors' rights, CLT shall enter into a new lease for the Leased Land with the Permitted Mortgagee (or with any party designated by the Permitted Mortgagee, subject to CLT's approval, which approval shall not be unreasonably withheld), not more than thirty (30) days after the request of the Permitted Mortgagee. Such lease shall be for the remainder of the term of the Lease, effective as of the date of such termination, rejection or disaffirmance, and upon all the terms and provisions contained in the Lease. However, the Permitted Mortgagee shall make a written request to CLT for such new lease within sixty (60) days after the effective date of such termination, rejection or disaffirmance, as the case may be. Such written request shall be accompanied by a copy of such new lease, duly executed and acknowledged by the Permitted Mortgagee or the party designated by the Permitted Mortgagee to be the Homeowner thereunder. Any new lease made pursuant to this Section shall have the same priority with respect to other interests in the Land as the Lease. The provisions of this Section shall survive the termination, rejection or disaffirmance of the Lease and shall continue in full effect thereafter to the same extent as if this Section were independent and an independent contract made by CLT, Homeowner and the Permitted Mortgagee.

the Homeowner has a right to cure such default (the "cure period"), the CLT shall have the right to cure the default on the Homeowner's behalf, provided that all current payments due the Permitted Mortgagee since the notice of default was given are made to the Mortgagee.

2) If, after such cure period, the Mortgagee intends to accelerate the note secured by the Mortgage or initiate foreclosure proceedings under the Mortgage, in accordance with the provisions of the Lease, the Mortgagee shall first notify CLT of its intention to do so and CLT shall have the right, but not the obligation, upon notifying the Mortgagee within thirty (30) days of receipt of said notice, to purchase the Mortgagee loans and to take assignment of the Mortgage.

3) If the Mortgagee acquires title to the Home and Homeowner's interest in the Leased Land through foreclosure or acceptance of a deed in lieu of foreclosure, the Mortgagee shall give the CLT written notice of such acquisition and the CLT shall have an option to purchase the Home and Homeowner's interest in the Leased Land from the Mortgagee for the full amount owing to the Mortgagee; provided, however, that the CLT notifies the Mortgagee in writing of the CLT's intent to make such purchase within thirty (30) days following the CLT's receipt of the Mortgagee's notice of such acquisition of the Home and Homeowner's interest in the Leased Land; further provided that CLT shall complete such purchase within sixty (60) days of having given written notice of its intent to purchase; and provided that, if the CLT does not complete the purchase within such period, the Mortgagee shall be free to sell the Home and Homeowner's interest in the Leased Land to another person;

4) Nothing in the Mortgage or related documents shall be construed as giving the Mortgagee a claim on CLT's interest in the Leased Land, or as assigning any form of liability to the CLT with regard to the Leased Land, the Home, or the Mortgage.

5) Nothing in the Mortgage shall be construed as rendering CLT or any subsequent holder of the CLT's interest in and to the Lease, or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt evidenced by such note and such Mortgage or any part thereof.

6) The Mortgagee shall not look to CLT or CLT's interest in the Leased Land, but will look solely to Homeowner and Homeowner's interest in the Leased Land and the Home for the payment of the debt secured by the Mortgage. (It is the intention of the parties hereto that CLT's consent to the Mortgage shall be without any liability on the part of CLT for any deficiency judgment.)

7) In the event that any part of the Leased Land is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the Mortgagee in accordance with the provisions of Article 9 of the Lease.

8) Nothing in the Mortgage shall obligate CLT to execute an assignment of the Lease Fee or other rent payable by Homeowner under the terms of this Lease.

By:

_____ for Mortgagee Date:

_____ for Homeowner/Mortgagor Date:

Exhibit FIRST REFUSAL

Whenever any party under the Lease shall have a right of first refusal as to certain property, the following procedures shall apply. If the owner of the property offering it for sale ("Offering Party") shall within the term of the Lease receive a bona fide third party offer to purchase the property which such Offering Party is willing to accept, the holder of the right of first refusal (the "Holder") shall have the following rights:

- a) Offering Party shall give written notice of such offer ("the Notice of Offer") to Holder setting forth (a) the name and address of the prospective purchaser of the property, (b) the purchase price offered by the prospective purchaser and (c) all other terms and conditions of the sale. Holder shall have a period of forty-five (45) days after the receipt of the Notice of Offer ("the Election Period") within which to exercise the right of first refusal by giving notice of intent to purchase the property ("the Notice of Intent to Purchase") for the same price and on the same terms and conditions set forth in the Notice of Offer. Such Notice of Intent to Purchase shall be given in writing to the Offering Party within the Election Period.
- b) If Holder exercises the right to purchase the property, such purchase shall be completed within sixty (60) days after the Notice of Intent to Purchase is given by Holder (or if the Notice of Offer shall specify a later date for closing, such date) by performance of the terms and conditions of the Notice of Offer, including payment of the purchase price provided therein.
- c) Should Holder fail to exercise the right of first refusal within the Election Period, then the Offering Party shall have the right (subject to any other applicable restrictions in the Lease) to go forward with the sale which the Offering Party desires to accept, and to sell the property within one (1) year following the expiration of the Election Period on terms and conditions which are not materially more favorable to the purchaser than those set forth in the Notice. If the sale is not consummated within such one-year period, the Offering Party's right so to sell shall end, and all of the foregoing provisions of this section shall be applied again to any future offer, all as aforesaid. If a sale is consummated within such one-year period, the purchaser shall purchase subject to the Holder having a renewed right of first refusal in said property.

Other Exhibits to be Attached as Appropriate

Exhibit LAND *[Correct legal description of area of Leased Land and appurtenant title rights and obligations.]*

Exhibit INITIAL APPRAISAL *[To be attached if Lease contains an "appraisal-based" resale formula]*

Exhibit RESTRICTIONS

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

State of Florida

County of _____

This Declaration of Covenants, Conditions and Restrictions ("Declaration") is made **DATE**, by **BUYER** ("Owner"). (Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed the corresponding plural thereof and vice versa.)

WITNESSETH:

Whereas, contemporaneously with the execution of this Declaration, Owner is acquiring title to the following described property (the "Property"):

ADD LEGAL DESCRIPTION.

from Northwest Florida Community Land Trust., a Florida not-for-profit corporation ("CLT");

Whereas, as a condition of the purchase CLT requires Owner to encumber the Property with the covenants, conditions and restrictions set forth hereinbelow.

NOW THEREFORE, Owner hereby establishes this Declaration of Covenants, Conditions and Restrictions which will run with the Property in accordance with the terms, provisions and conditions set forth as follows:

1. Residential Use Only. The Property shall be occupied and used exclusively as a principal residence for one single family (defined as the members of the family listed with CLT, plus after-adopted or after-born children of those family members). No structure may be erected, placed or permitted to remain on the Property other than one single-family dwelling, a garage, a swimming pool or a detached structure. No detached structure may be constructed prior to the completion of the construction of the primary structure. No business or commercial building may be erected on the Property and no business or commercial activity may be conducted on the Property.
2. Maintenance of Exteriors. The Owner shall at all times maintain the exterior of all structures on the Property including all improvements, facilities, furnishings, landscaping on the Property in an attractive and sightly manner. No waste, impairment or deterioration of the Property shall be permitted.
3. No Fire Hazard. Nothing which would or could increase the risk of fire or other hazard to the Property or any part thereof or to the areas surrounding the Property will be allowed.

4. **Pets.** No animals of any kind shall be kept, had or maintained on the Property except a total of no more than two (2) dogs, cats or other customary household pets, provided that they are duly licensed, if applicable; that they do not constitute any annoyance or nuisance; that they are well groomed and maintained in a sanitary condition; that they are not kept or bred for any commercial purposes; and that such pets are not permitted to be present beyond the boundaries of the Property without being leashed or caged. Rottweilers, pit bulls and chows, or breeds similar, and any other dangerous pets are not permitted at any time.
5. **Compliance with Regulations.** All present and future laws, ordinances, rules and regulations of any governmental authority affecting the Property or any part thereof shall be complied with.
6. **No Offensive Activity.** No unreasonable noises or odors shall be caused or permitted on the Property and no nuisance, immoral or illegal activity, or anything that may be an annoyance or a noxious or offensive activity to surrounding property owners or their guests shall be caused or permitted on the Property.
7. **No Convicted Residents.** No resident of the Property shall be convicted of a felony or be identified by the Escambia County or Santa Rosa County Sheriff's Office or other State law enforcement agency as a gang member or gang affiliate.
8. **Remodeling or Other Construction.** No construction, improvements, remodeling, or modification on or to the Property, except interior alterations not affecting the external appearance of the Property or improvements thereon, is permitted without advance written approval of CLT. This specifically includes, but is not limited to, painting or other alteration of a home or any building situated on the Property (including doors, windows, and trim); replacement of roof or other parts of a building other than with duplicates of the original material; installation of antennas, satellite dishes or receivers, solar panels, or other devices; construction of fountains, swimming pools, whirlpools, or other pools; construction of privacy walls or other fences or gates; addition of awnings, flower boxes, shelves, statues, or other outdoor ornamentation; addition of window coverings, installation of a well; and any material alteration of landscaping. CLT, in making its decisions, may consider purely aesthetic matters that in its sole opinion will affect the desirability or suitability of the construction. If any construction or modification is undertaken that has not been approved, CLT may bring an action for specific performance, declaratory decree, or injunction, and will be entitled to recover all costs of such action including attorney fees at trial or on appeal. CLT may, in its sole and absolute discretion, waive in writing violations and/or grant deviations or variances. However, the waiver of a particular violation or violations will not be deemed a waiver to enforce these provisions as to future or continuing violations.
9. **Exterior Color and Materials.** The color and materials of all exterior surfaces will be subject to approval of CLT. CLT may promulgate a list of approved colors and materials for this purpose. This restriction includes window tints and films.
10. **Air Conditioning Units.** No window or through-the-wall air conditioning unit will be permitted on the home situated on the Property.
11. **Antennae, Aerials, and Satellite Dishes.** No antennae or aerial may be placed on the Property or affixed to the exterior of any building, and no antennae or aerial placed or affixed within a building may extend or protrude beyond the exterior of such building or in any way be visible from outside the building. Under no circumstances shall any satellite dish exceed 39 inches in diameter. Satellite dishes may only be affixed to the rear of a home and must not be visible from the street in front of the building.
12. **Clothes Drying Area.** No clotheslines or other facilities or apparatus for the drying of clothes outside of a dwelling shall be constructed or maintained on the Property if viewable from the front of the home.
13. **Signs.** No sign of any kind shall be displayed to general view on the Property (whether freestanding, attached to a Building, or displayed in a window) except one "For Sale" sign not more than two square feet (as measured on each side of the sign) may be displayed on Property by the Owner or the agent for the Owner.
14. **Fences.** No fences may be erected on the Property without prior written approval of CLT. All fences, hedges, walls or the like constructed upon the Property shall comply with all applicable governmental regulations. No fence, hedge, wall or the like shall be constructed closer to the street than the front of the structure constituting the front of the home situated on the Property.
15. **Completion of Construction and Repairs.** Any repair or remodeling to the home built on the Property must be diligently and continuously pursued once begun, and promptly completed, shall be sightly and of good workmanship. Other than original new home construction, all construction of improvements on the Property and the construction, repair, or remodeling of any improvement must be completed within four (4) months after commencement. All waste shall be contained during construction and any debris that becomes scattered shall

be picked up and disposed of immediately by the person or company performing the construction.

16. Lot Drainage. No elevation or topography changes shall be permitted on the Property which materially affects the surface grade or drainage on any adjoining property.

17. Litter, Trash, Garbage. No garbage, trash, refuse, or rubbish may be deposited, dumped, or kept on the Property except in closed sanitary containers appropriately screened from view. Trash containers must be placed at the front of the Property on the day designated for pickup, but only if promptly returned to the proper storage area as soon as possible.

18. Parking of Wheeled Vehicles, Boats and Water Vessels. Boats, water vessels and trailers must be kept at all times parked in the rear yard behind a fence not readily visible from the street and are not permitted to be parked elsewhere on the Property. Private cars or private trucks owned by an Owner or an Owner's guest may only be parked in the Owner's driveway. Commercial vehicles may be parked in a street or driveway when necessary for providing services to an Owner, or for pickup and delivery service, but only while undertaking this activity and never overnight. Recreational vehicles, travel trailers, trailers, and campers may not be parked in the driveway on the Property or on the street adjacent to the Property. No Vehicles may be repaired or maintained on or adjacent to the Property.

19. Permanent Outside Storage Building. No outside storage building of any nature whatsoever will be permitted on the Property unless approved by CLT. The total area of the building shall not exceed 170 square feet and shall be located no closer than 5 feet from the side and rear property lines of the Property. No building or design shall violate the applicable governmental regulations.

20. Further Subdivision Property. The Property shall not be re-subdivided except that the Owner shall have the right to modify boundary lines in the event of a dispute regarding the location of such boundary lines.

21. Waiver of or Release from Violations. CLT may, in its absolute discretion, waive or release the Property or the Owner from any requirements and/or violations of this Declaration.

22. Enforcement. The covenants and restrictions contained in this Declaration may be enforced by CLT and/or its successors or assigns, in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any covenant or restriction contained herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels.

23. Assignment. CLT shall have the right, from time to time, to assign any of its rights or obligations pursuant hereto in part or in whole.

24. Notices. Notices shall be given as to Owner by posting at the Owner's dwelling on the Property, or mailing first class postage prepaid to the Owner's address as maintained by CLT. It shall be the Owner's sole responsibility to notify CLT in writing of any change of mailing address.

25. Captions and Statement of Purpose. Captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only, and in no way shall such captions or headings define, limit, or in any way affect any of the terms or provisions of this Declaration. The Statement of Purpose is a summary of general information only and in no way shall such statement define, limit, or in any way affect any of the terms or provisions of this Declaration.

26. Gender and Plural Terms. Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed the corresponding plural form thereof and vice versa.

27. Severability; Amendments to Laws. If any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, that judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants, restrictions, terms, or conditions of this Declaration, or a reduction in the term of the same by reason of the legal rule against perpetuities, shall in no way affect any other provision, which shall remain in full force and effect for such period of time as may be permitted by law. Any amendment to applicable law that has the effect of reducing the rights of Owner or increasing the liabilities of or duties imposed on Owner will not be incorporated into this Declaration by reference. All other references to applicable laws and regulations will incorporate amendments to those laws and regulations.

28. Duration and Renewal. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, and liens contained herein, shall run with and bind all of the Lots and inure to the benefit of CLT and its successors, and assigns, for a term of 90 years from the date hereof. Notwithstanding the foregoing, CLT shall, at any time, have the right to waive, release, cancel or extinguish any of the covenants or restrictions contained herein.

29. Venue. This Declaration shall be governed by and enforced and construed under the laws of the State of Florida, without regard to its conflicts of laws provisions. Venue in any proceeding involving this Declaration will be in the county in which the property is situated.

DISCLAIMER OF REPRESENTATIONS OR WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY CLT IN CONNECTION WITH THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IF ANY SUCH WARRANTY CANNOT BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

Dated this **DATE**.

IN WITNESS WHEREOF, the parties have caused this Declaration to be executed as of the day and year first written above.

BUYER

The foregoing instrument was acknowledged before me on this **DATE** by
BUYER,
State of Florida
County of _____

Signature: _____

Notary Public

EXHIBIT “E”

Form of special warranty deed

[to be attached]

Prepared By and Return To:
Adam C. Cobb
City of Pensacola Attorney's Office
222 W Main Street
Pensacola, FL 32502
(850) 435-1615

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated this _____ day of _____, 2024, given by _____, a/an [State] [Entity Type], whose mailing address is _____ (hereinafter called the "Grantor"), to _____, a/an [State] [Entity Type], whose mailing address is _____ (hereinafter called the "Grantee"). (Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the successors and assigns of entities.)

WITNESSETH: That Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain land situate in _____ County, Florida, to-wit ("Property"):

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the current year and subsequent years; all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any; Grantor's right of first refusal described below; and to the covenants, terms and conditions of that certain Land Donation Agreement between Grantor and Grantee with an effective date of _____, 20____ (the Land Donation Agreement is a publicly available document, available upon request to Grantor pursuant to Chapter 119 Florida Statutes).

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the same in fee simple forever.

And the said Grantor will only warrant and forever defend the right and title to the above-described Property unto the said Grantee against the claims of those persons claiming by, through or under Grantor, but not otherwise.

Grantor reserves unto itself a right of first refusal with respect to any conveyance by Grantee of Grantee's rights in and to the Property (including, in each instance, all of Grantee's right, title and interest in and to any improvements upon the Property), as follows: at such time as Grantee receives an offer which it desires to accept from any third party to purchase or otherwise acquire Grantee's interest in the Property, prior to consummating any such sale or conveyance Grantee shall first offer Grantee's interest in the Property to Grantor at the same

price offered by the third party by giving written notice to Grantor of the offer, the name and address of the purchaser, the price and other terms of the purchase. The giving of such notice shall constitute a representation and warranty to Grantor that the proposed transaction is bona fide in all respects. Grantor shall have 60 days from its receipt of such notice to notify Grantee that Grantor has elected to acquire Grantee's interest in the Property, or portion thereof if the offer is for said portion only, at the same price and terms offered by the third party (except that the closing date shall be at a time mutually agreeable to Grantor and Grantee, and in no event shall be required to be before the date that is 60 days following delivery of Grantor's notice of election, above). If Grantor waives such right of first refusal, either expressly or by failing to act within the 60-day period, the Landlord shall execute and deliver to Grantee a written waiver in recordable form. No sale or other transfer of title of Grantee's interest in the Property by Grantee shall be valid unless and until the written waiver by Grantor shall be recorded in the Official Records of Escambia County, Florida or until the 60-day period has elapsed without action by Grantor and Grantee records a certificate of that fact in the Official Records, together with a copy of the notice sent to Grantor, along with proof of delivery. If Grantor waives its right of first refusal either expressly or by failing to act within the 60-day period, Grantee shall be free within the one-year period following the notice to Grantor, to conclude the proposed sale with the original third party at the same or higher price (but not a lower price) as set forth in its original notice to Grantor. If Grantee does not conclude a sale within one year from the date of its notice to Grantor or if Grantee lowers the price at which it proposes to sell or if Grantee proposes to sell to a different party or if Grantee proposes to grant terms more favorable to a purchaser than was previously communicated to Grantor in a notice under this paragraph, then this paragraph shall remain applicable and Grantee must submit a new notice to Grantor and comply with the provisions of this provision before concluding the sale. Grantee shall not be required to give notice to Grantor under this paragraph if Grantee accepts an offer more favorable to Grantee than was previously communicated to Grantor in a notice under this paragraph.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the date set forth above.

Signed, sealed and delivered in the presence of the following witnesses:

_____, a

Printed Name: _____ By: _____ (_____)
Address: _____ Seal) _____, [Title]

Printed Name: _____

Address: _____

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____ day of _____, 2024, by means of () physical presence or () online notarization, by _____, as _____ corporation who is personally known to me or has produced _____ as identification.

Notary Public
Print Name: _____

My Commission Expires: _____

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A.** Keep and maintain public records required by the City to perform the service.
- B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D.** Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBRICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

Memorandum

File #: 25-574

Community Redevelopment Agency

6/9/2025

ACTION ITEM

SPONSOR: Teniadé Broughton - Chairperson

SUBJECT:

CRA COMMERCIAL PROPERTY IMPROVEMENT PROGRAM AWARD - THE WEST FLORIDA BAPTIST DISTRICT ASSOCIATION, INC.

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) approve a Commercial Property Improvement Program funding award, for an amount not to exceed \$130,000, to First West Florida Baptist District Association, Inc. for eligible improvements to the property located at 1201 North H Street, Pensacola, Florida. Further, that the CRA authorize the CRA Chairperson to take all actions necessary to complete the project pursuant to the program documents.

SUMMARY:

On December 11, 2017, the Community Redevelopment Agency (CRA) approved a commercial property administration within targeted districts of the City of Pensacola's designated community redevelopment area. Implementation of this program is identified as a key redevelopment strategy within the City of Pensacola's community redevelopment plans.

The CPIP is designed to support the preservation and enhancement of commercial, non-residential buildings, building occupancy and reuse, eliminate, and prevent blight, and preserve and enhance the tax base in a qualified projects, except cemeteries, the program allows for up to \$150,000 in funding based on property significance. The assistance provided is secured by a forgivable loan for an established period defined as follows: During this period, occupancy and reuse of the building must be actively maintained, sought or achieved. If occupancy and operating plan, the building may not be used for an ineligible purpose, the property must be in compliance with the program and the site must not be intentionally demolished and/or rebuilt.

Dr. Paul A. Blackmon, Moderator of First West Florida Baptist District Association, Inc. has applied for funding for the Commercial Property Improvement Program for the property at 1201 North H Street, Pensacola, Florida, on behalf of its tenant, First West Florida Baptist District Association, Inc. The proposed improvements include removal and disposal of the old chain-link fencing, posts, and loose cement, the property and the installation of new 6-ft black aluminum fencing with solar shield powder coating. The fence will have a Lifetime transferable warranty and 3-year workmanship warranty.

The historic site is a culturally significant community landmark, known formerly as A. A. Dixon School. The site was used between 1953 and 1955 as an elementary school for the African American community. The structure was built by the African American community during segregation. In 1950, after debate about what the school should be named, it was named the School in honor of Dr. Albert A. Dixon, one of Pensacola's first black physicians and one who gave much to the community.

The property is 3.6975 acres, and the building is 39,704 square feet. In addition, the building qualifies as an eligible use under the program guidelines. In accordance with the CPIP policy, the CRA should note that the building is an ineligible use under the program, however, the CRA may permit an exemption due to the building's historical significance and similar factor.

Per the program's established guidelines, the project qualifies for up to \$130,000 of funding assistance as it meets the funding threshold, the Maintenance and Occupancy Period is 10 years. A copy of the applicant's occupancy agreement is included in the application documents.

FUNDING CRITERIA

Age
Square Footage
Culturally/Historically Significant

DETERMINATION

72 years
39,704
Yes

TOTAL

A match of 10% of the project cost, not to exceed \$13,000, is required. The Dixon School of Arts & Sciences will provide the match on behalf of the owner if the project is approved by the CRA.

PRIOR ACTION:

December 11, 2017 - The CRA approved the Commercial Façade Improvement Program to be administered within target districts of the City of Pensacola's designated community redevelopment areas.

February 5, 2018 - The CRA approved the Westside Redevelopment Board recommendation to amend the Westside Commercial Façade Improvement Target Area Boundaries to include the west side of Pace Boulevard from Cervantes Street to Main Street.

December 10, 2018 - The CRA approved amendments to the Commercial Façade Improvement Program.

November 11, 2022 - The CRA approved the Commercial Property Improvement Program policy.

FUNDING:

Budget: \$130,000.00	Westside Redevelopment District Fund
Actual: \$130,000.00	TOTAL

FINANCIAL IMPACT:

Funding is available in the FY2025 Westside TIF fund budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Tim Kinsella, City Administrator
Erica Grancagnolo, Economic Development Director
Victoria D'Angelo, CRA Division Manager
Shirley Baylis, CRA Program Manager

ATTACHMENTS:

1. Dixon Packet

PRESENTATION: No

THE WEST FLORIDA BAPTIST DISTRICT ASSOCIATION, INC.

ON BEHALF OF

DISON SCHOOL OF ARTS & SCIENCES

1201 NORTH H STREET

PENSACOLA, FL 32501

CITY OF PENSACOLA, COMMUNITY REDEVELOPMENT AGENCY

COMMERCIAL PROPERTY IMPROVEMENT PROGRAM

FUNDING REQUEST APPLICATION

CRA BOARD APPROVAL REQUEST

JUNE 9, 2025



June 24, 2024

Pensacola Community Redevelopment Agency
222 W. Main Street
Pensacola, FL 32502

Re: CRA Commercial Property Improvement Program

Dear Pensacola CRA:

Thank you for allowing us to submit this grant request on behalf of Dixon School of Arts & Sciences, located at 1201 N. H Street. Dixon is a 501(c)3 Title I private school serving predominantly minority K-8th grade children. Coming from economically disadvantaged households, virtually all of our students receive free meals, transportation and tuition through the Florida Step Up for Students Scholarship Program. We provide our students with a robust S.T.E.A.M. (Science, Technology, Engineering, the Arts and Mathematics) education and experiences that, for many, would otherwise be out of reach, such as theatre performances, out-of-town science competitions, jet simulator flights at the Chappie James Flight Academy, robot building and more.

Our school was named for Dr. Albert Augusta Dixon, one of Pensacola's first black physicians, who was also a pharmacist and served as president of the Pensacola Academy of Medicine, Dentistry and Pharmacy. During his lifetime Dr. Dixon inspired many of Pensacola's black children to advance their education. Because of its history the school is a source of immense pride for the neighborhood; however, the playground and especially the rusted and disintegrating fence have become an eyesore.

We hope that you will consider our request for a new fence through the CRA Commercial Property Improvement Program. It has the potential to improve an important city block and make a lasting change for the entire neighborhood.

Thank you for your consideration.

Sincerely,

DIXON SCHOOL OF ARTS & SCIENCES

Dr. Kevin Kovacs
Principal

COMMERCIAL PROPERTY IMPROVEMENT PROGRAM

Administered by:

City of Pensacola Community Redevelopment Agency

222 West Main Street, 3rd Floor

Pensacola, Florida 32502

Phone: (850) 436-5675



CPIP PRE-ELIGIBILITY APPLICATION

Property Ownership

Date: May 20, 2024

Owner Name(s): The First West Florida Baptist District Association, Inc.

Contact Information

Name (Primary Owner Applicant or Representative): The First West Florida Baptist District Association, Inc. (c/o Pastor Blackmon)

Mailing Address: 1201 North H Street, Pensacola, FL 32501

Phone: (850) 982-4664 or (850) 435-0511

Email (if available): pablacksr@aol.com

Property Information

Address: 1201 North H Street, Pensacola, FL 32501

Business Name: Dixon School of Arts & Sciences Year Built: 1962 Square Footage (Est.): 39,042

Historical? ☐ Yes ☐ No ☒ Unsure If Historical, describe significance: _____

Property Type & Use

☒ Commercial or Non-Residential ☐ Mixed Use ☐ Cemetery - Name: _____

Business Type/ Purpose: 501(c)3 Title I School

Licensed? ☒ Yes ☐ No (Example: Restaurant/

Café, Barber, Retail, Laundromat, Apartment, etc.)

Property Occupancy

Ownership: ☐ Owner -- Personal Business

☐ Non-Profit

☒ Tenant -- Renting Unit(s)

☐ Other, explain: _____

Occupancy Status: ☒ Occupied/ Operational ☐ Vacant

Leased? ☐ Yes ☐ No

used as a school playground for Dixon K-8th grade students as well as children who attend Dixon's free after-school hours performing arts programs which are available to children from throughout Escambia County.

Building Façade	Landscaping
☐ Roof	☐ Tree Removal or Trimming
☐ Windows	☐ Plant addition
☐ Rotting wood siding, porch or other exterior surface	☐ Lighting (exterior)
☐ Exterior painting	☐ Pavement
☐ Signage	☒ Fence repair, replace or removal
☐ Awnings	

Please provide a brief description of any other work that is needed, not listed above:

Disaster Damage Reporting

Has the property been damaged by a hurricane or other natural disaster? ☐ Yes ☒ No

If yes, describe the natural disaster and damage that occurred that still requires repair.

Has a claim been submitted to an insurance company and/or FEMA and been denied?

☐ Yes ☒ No If yes, please explain:

Has a claim been submitted to an insurance company and/or FEMA and been approved but the

money received insufficient to cover the cost of repair? ☐ Yes ☒ No

If yes, please explain:

VERIFICATION DOCUMENTS and APPLICATION INSTRUCTIONS
• Attach valid State Identification (ID or Driver's License) for applicant(s) AND representative (if applicable). • Ensure Certification (page 4) is properly witnessed • If property is rented/leased, attach copy of lease agreement. • If business is already operating in property, attach copy of business license.

CERTIFICATION

By certifying this document, I/we (as may be on behalf of the owner(s) pursuant to a duly executed affidavit of representation), understand and agree that:

- Florida Statute 817 provides that willful false statements or misrepresentation concerning income, asset or liability information relating to financial condition is a misdemeanor of the first degree, punishable by fines and imprisonment provided under Statutes 776.082 or 776.83. I/we further understand that any willful misstatement of information will be grounds for disqualification. I/we certify that the application information provided is true and complete to the best of my/our knowledge. I/we consent to the disclosure of information for the purpose certifying my/our eligibility for program assistance. I/we agree to provide any documentation needed to assist in determining eligibility.
- This pre-qualification process is a screening procedure to determine if potential participants meet minimum requirements necessary for participation in the City of Pensacola Community Redevelopment Agency Affordable Housing programs and does not guarantee that funding will be provided under the programs.
- A preliminary inspection of the property will occur as a part of the pre-qualification process, which will inform the extent of work necessary to rehabilitate the property. I/we agree to fully cooperate with the program representative(s) and to indemnify and hold harmless the CRA, the City of Pensacola, and their agents and employees from and against claims, suits, actions, liability damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from eligibility screening related to, and/or participation in, this program provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, directly or indirectly caused by, resulting from, arising out of or occurring in connection with this program.

Paul A. Blackman Sr. 10/24/24
Applicant Signature Date

* Kevin Kovacs 4/4/25
Co-Applicant Signature Date

Print Name: Paul A. Blackman Sr.

Print Name: Kevin Kovacs

I am the: ☐ Owner ☒ Representative

I am the: ☐ Owner ☐ Representative

Nancy Oseien 10/24/24
Witness #1 Date

* Maria Smith 4/4/25
Witness #2 Date

Print Name: Nancy Oseien

Print Name: MARIA SMITH

If acting on behalf of the owner(s), please submit an executed and notarized copy of the attached Affidavit and Authorization for Representation form.

CRA OFFICE USE ONLY

Estimated anticipated funding required \$ _____ CRA District _____

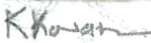
Florida DRIVER LICENSE

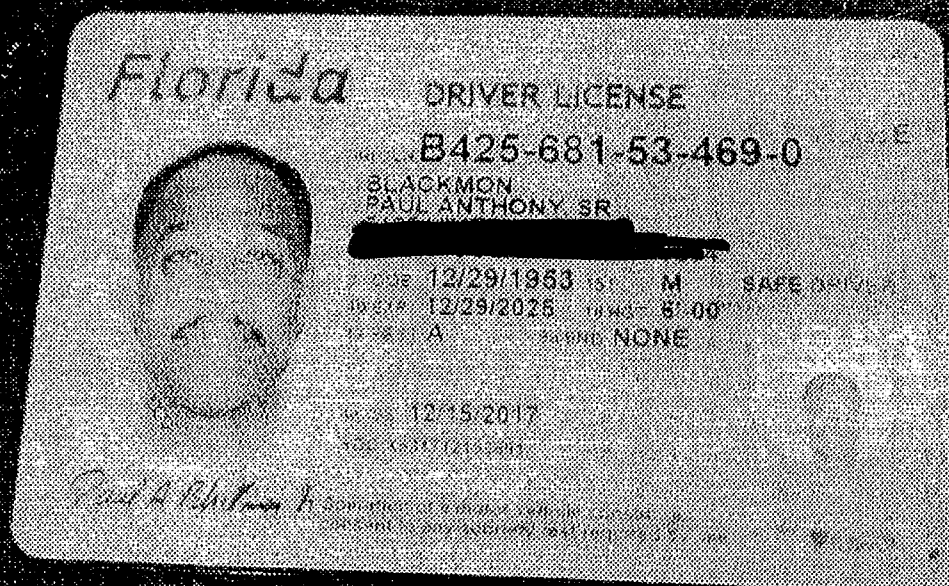
DOB: 10/31/1965 ISS: 10/31/2020
KOVACS KEVIN
K120-500-65-391-0 CLASS E

DOB: 10/31/1965 SEX: M
EXP: 10/31/2020 HEIGHT: 5'-11"
REST: NONE EYES: NONE

SAFE DRIVER
ISS: 10/12/2020
5DD X652301051171
REPLACED: 03/25/2023

Operation of a motor vehicle constitutes consent to any sobriety test required by law





MATCHING REQUIREMENT COMMITMENT

1. The following table shows the matching requirement commitment for the period ending 31/12/2020.



COMMERCIAL PROPERTY IMPROVEMENT PROGRAM

Administered by:

City of Pensacola Community Redevelopment Agency

222 West Main Street, 3rd Floor

Pensacola, Florida 32502

Phone: (850) 436-5640

MATCHING COMMITMENT

Owner Name: Dixon School of Arts & Science

Property Address: 1201 North H Street Pensacola, FL 32501

Total Project Cost: \$130,000

% Match Required: 10%

\$ Match Required: \$13,000

CASH

	Amount
Cash Deposit*	\$13,000

IN KIND (Attach documents as enumerated below.)

Materials**	Cost/unit	# Units	Total Cost
			0
			0
			0

Donated Professional Services***	Hourly Rate****	# Hours	Total Cost
Service Type			0
Service Type	\$		0
Service Type	\$		0
			0

TOTAL MATCH \$13,000

NOTES

*Cash must be deposited with the CRA Office prior to project commencement.

**Attach 3 comparisons. Calculation to reflect average.

***Subject to 10% cap.

**** Per Bureau of Labor and Statistics hourly rate for applicable service in current year. Attach proof of rate and letter of hourly commitment from Contractor.

OWNER CERTIFICATION

I, Owner of the property abovelisted, hereby agree and commit to provide the project match enumerated above. I understand that should I fail to provide the required match that I shall be deemed in default of the program requirements.

Owner Signature:  Principal, Dixon School.

Printed Name: Kevin Kovacs

Date: 3/25/2025

CULTURAL/HISTORICAL SIGNIFICANCE LETTERS OF SUPPORT



November 19, 2024

City of Pensacola
Community Redevelopment Agency
222 W. Main St.
Pensacola, FL 32502

RE: Letter request for cultural/historical significance of 1201 N. "H" Street

Ms. Baylis,

This letter serves as a statement on the cultural and historical significance of the property located at 1201 N. "H" Street. The Dixon School of Arts and Sciences, originally named the A. A. Dixon School, has not been previously surveyed; therefore, it does not have a Florida Master Site File number.

The Pensacola News Journal indicates the structure was built sometime between 1952 and 1955, contrary to the Escambia County Property Appraiser that indicates 1962. The structure was originally built as a school to serve the African American community during segregation. During the early 1950s, there was public debate about what to name the school with the original being the "Morris Court Negro Elementary School" with alternative suggestions being the Simpson School or the A. A. Dixon School. According to the Pensacola News Journal, the A. A. Dixon School was named, "...in honor of the medical doctor who gave so much service to his people." Albert A. Dixon was one of Pensacola's first black physicians who graduated from the Louisville National Medical College in 1910. The namesake of the school was a posthumous honor, as Mr. Dixon passed away in 1937.

Built by an unknown architect, this masonry vernacular structure is constructed of brick with a running bond pattern with a flat roof with concrete framing. This resource is culturally and historically significant for a local registry of sites as well as potentially eligible to be listed in the National Register of Historic Places as a segregation-era school. All alterations and/or repairs should include historically accurate and appropriate materials, and all work should conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties. Additional resources are available through the National Center for Preservation Technology and Training. Please feel free to reach out if additional information is needed.

Thanks,

A handwritten signature in cursive script that reads "Adrienne F. Walker".

Adrienne Walker, M.A., RPA
Historic Preservation Planner

222 West Main Street Pensacola, Florida 32502
Ph: 850.435.1603 | Fax: 850.435.1611 | TTY/D: 850.436.1666
www.cityofpensacola.com



UNIVERSITY of WEST FLORIDA

HISTORIC TRUST

November 19, 2024

City of Pensacola
Community Redevelopment Agency
222 W Main Street
Pensacola, FL 32502

RE: Historical/Cultural Significance 1201 N H Street

Ms. Baylis,

Upon your request, I have assessed the historical significance of the building located at 1201 N H Street, known as the A. A. Dixon School. Based on the available resources and my general knowledge of this site, the building was built in 1953 as an elementary school for the African American community. The Escambia County School District received \$250,000 in federal funds to build this school, which they contributed an additional \$89,000. The goal was to build a brick and concrete building, deemed fireproof, that closely matched the building and equipment standards found at white schools. The location was adjacent to the Morris Court Playground, Morris Court housing complex, and Attucks Court housing complex.

The modern architectural style and detailing are typical of schools from the early 1950s. The two-story building has many horizontal elements including flat overhanging roofs, stacked rectangular aluminum windows in large horizontal arrangements, and concrete sunshades over the first-floor banks of windows. The building was designed by local architect Dan Hart, who was directed by the School Board to match the recently completed J. Lee Pickens School, considered to be the first "modern style" school in Escambia County. Greenhut Construction won the bid to build the school in 1952, and it opened the following year.

The original proposed name for the school was Morris Court Elementary. On April 10, 1952, the School Board approved changing the name to A. A. Dixon School after receiving letters from the community. Albert A. Dixon was one of the first African American doctors in Pensacola and had a reputation for helping the less fortunate in the community.

The school has a long history of serving the African American community. Based on the CRA Commercial Improvement Program Guidelines, 1201 N H Street meets the qualifications as a culturally and historically site. It is important that all work to the building meets the Secretary of the Interior's Standards and is completed by trained professionals.

Sincerely,

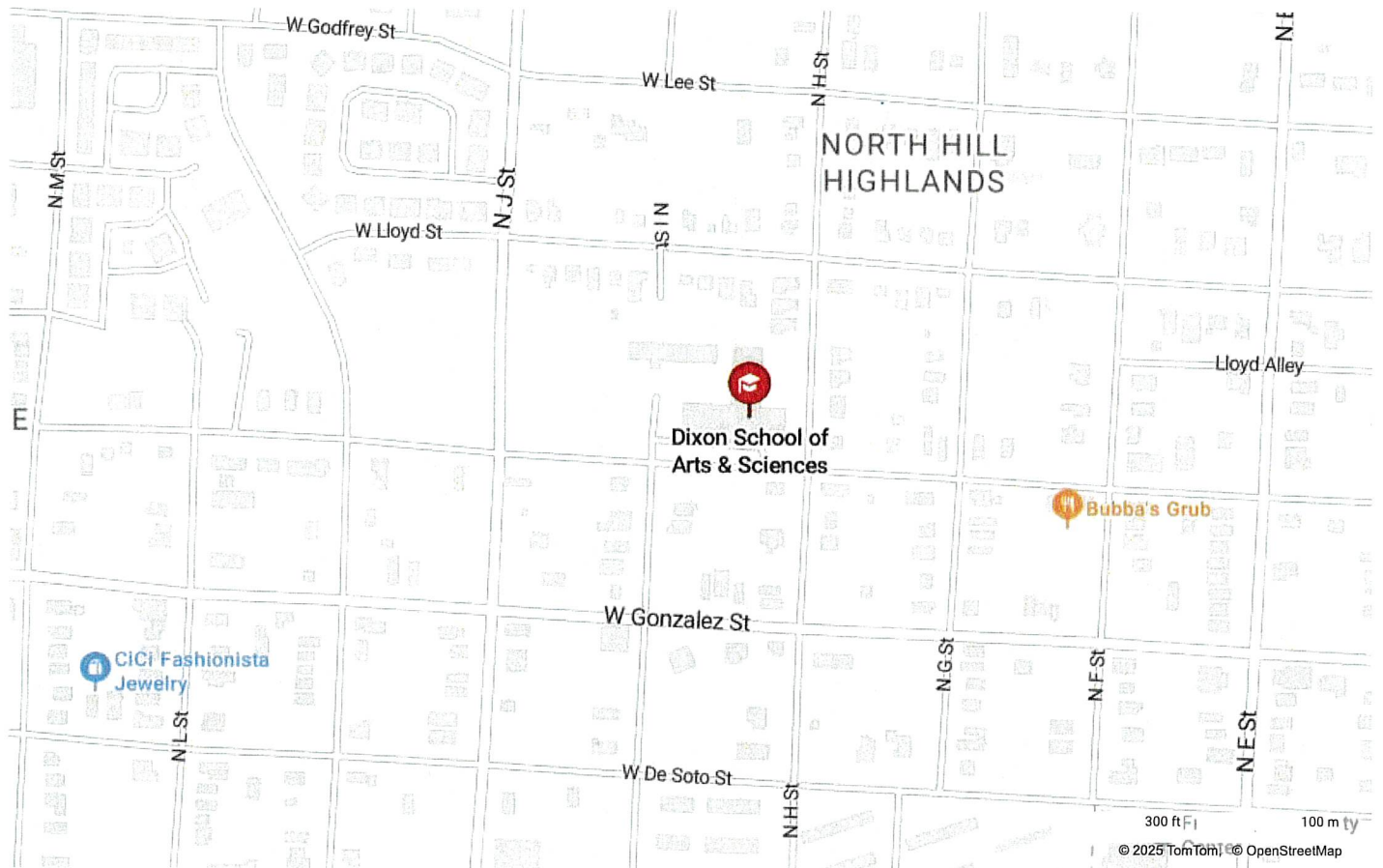
Ross Pristera
Historic Preservationist

PROPERTY LOCATION MAP



Dixon School of Arts & Sciences

1201 North H Street, Pensacola, FL 32501
Westside CRA District





Legend

- All eligible property types
- Historical and Culturally Significant Only

Date: 10/26/2022

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LEASE AGREEMENT

LEASE AGREEMENT

THIS LEASE AGREEMENT is executed by the authorized representatives of the below named Landlord and Tenant on the dates set forth below to be effective the 1st day of February 2019 (hereinafter the "Lease").

For and in consideration of these premises, the rents reserved, and the agreements and covenants herein contained, the Landlord does hereby lease and demise unto the Tenant, and the Tenant does hereby hire and take from the landlord, the Premises specified below (hereinafter the "Premises") upon the terms and conditions set forth herein.

ARTICLE I. FUNDAMENTAL LEASE PROVISIONS

1. FUNDAMENTAL LEASE PROVISIONS:

Landlord's Name: The First West Florida Baptist District Association, Inc.
Address: 1201 North H. Street, Pensacola, FL 32501
Telephone #: Dr. Isaac L. Williams (850) 712-2945

Tenant's Name: Dixon School of Arts and Sciences, Inc.
Address: 2601-A West Strong Street, Pensacola, FL 32505
Telephone #: Mr. Rich Chism (850) 281-3866

PREMISES: Located at 1201 N. H Street on approximately 3.69 acres, Improvements consists of a two-story permanent building, which includes a cafeteria/auditorium, approximately (16-20) classrooms, offices, together with an exterior play area adjacent to the buildings, driveways and parking areas surrounding the buildings.

Parcel 000S00906000 107 1

**ALL BLK 71 AND BLK 90 WEST KING TRACT ALSO ALL OF I ST ADJ PROP
ORD 54-50 OR 5943 P 1618 OR 6533 P 263 CA 114**

At this time the detached classrooms and fenced-in playground behind the detached classrooms are being used by Head Start program. They are not included in the Premises until June 1, 2020.

Initial Term: Beginning midnight at 12:01 a.m., on February 1, 2019, and ends on June 30, 2029

RENT:

- a. Rent Commencement on September 1, 2019. Initial term extends thru June 30, 2029.
- b. Initial Rent of \$7,000.00 per month. Tenant covers taxes (5.1). Tenant shall pay real property taxes (See paragraph 5.1).
- c. A \$2,000.00 per month credit against the Cost of Renovations (does not include "in kind" expenses or costs or "Volunteer Labor") may be applied against the Initial Rent amount for maximum credit of 40% of the Cost of Renovations (leaving \$3,000 per month rental due).
- d. When Tenant takes possession of the Head Start facility, Tenant shall be charged an additional \$2,000.00 per month rental. A \$1,000.00 per month credit for the Cost of Renovations (does not include "in kind" expenses or costs or "Volunteer Labor") may be applied against the rental amount for a maximum of 40% of the Cost of Renovations (does not include "in kind" expenses or costs or "Volunteer Labor") (leaving total monthly rental for Head Start facility of \$1,000.00 and a total for both buildings of \$4,000.00 per month).
- e. After the credit for a maximum of 40% of the Cost of Renovations has been applied against rental due, the total rental shall be \$7,000.00 per month for the rest of the Lease.
- f. Monthly rental amounts will be adjusted per the CPI-U (Cost of Living) Index each year after the initial year. However, the rent amount shall never be decreased.
- g. The Renovations made reference to above are the renovations described in Exhibit "A" attached hereto.

Lease Commencement Date: Midnight at 12:01 a.m. on February 1, 2019

Rent Commencement Date: September 1, 2019

FIRST RIGHT OF REFUSAL: The Tenant shall have the right of first refusal to purchase the facility if the Landlord decides to sell the facility at any time during the Lease. The Landlord shall immediately furnish the Tenant with a copy of any contract Landlord receives for the purchase of the real property, or any portion of same, that is the subject matter of this Lease Agreement. Delivery by Landlord to Tenant shall be by certified mail or some other form of delivery where the date of delivery can be evidenced. Tenant shall have fifteen (15) days from receiving a copy of the contract to notify Landlord in writing that Tenant agrees to close on the subject contract in accordance with its exact terms and conditions set forth in the contract. Notification by Tenant to Landlord shall be by certified mail or some other form of delivery where the date of delivery can be evidenced. If Tenant fails to notify Landlord that it agrees to accept and close the contract within the said fifteen (15) day period, Landlord can proceed with selling the subject property to the contract purchaser.

RIGHT OF ENTRY AND OCCUPANCY: Right to entry shall commence upon the execution of this Lease. Tenant shall provide the Landlord with a copy of the Certificate of Occupancy showing the building as an occupational use as an educational facility prior to its use as a school.

PERMITTED USE: Private School, together with related educational activities, and before-school and after-school programs for its students, their families, and members of community.

SECURITY DEPOSIT: The Tenant shall pay to the Landlord not later than the time this Lease agreement is executed by Tenant, \$21,000.00 as a security deposit for the full performance of this Lease in every respect.

1.2 EFFECT OF REFERENCE TO A FUNDAMENTAL LEASE PROVISION: Each reference in this Lease to any of the Fundamental Lease Provisions contained in Article 1.1 shall be construed to incorporate all the terms provided under each such Fundamental Lease Provision.

ARTICLE II. DEFINITIONS

The following definitions shall apply:

- 2.1 **RENT:** The rent to be paid by Tenant pursuant to the provisions herein.
- 2.2 **THE PREMISES:** As described in Article I.

ARTICLE III. TERM OF LEASE

3.1 **TERM:** The Tenant hereby takes and holds the Premises specified under Article I for the entire duration of the Term as specified thereunder.

3.2 **LEASE COMMENCEMENT DATE:** The Term will commence on the date specified under Article I.

3.3 **OPTION TO EXTEND:** Providing Tenant is not in default, Tenant shall have the right to extend the term of this Lease for four (4) additional 10 year periods of time and length ("Option Terms"); provided, however, that the written notice is given the Landlord of such intention to extend the Lease not less than ninety (90) days prior to the expiration of the Term or any extended term thereof. During the extended term of the Lease, all provisions of the Lease shall remain in full force and effect. If the option is exercised, monthly rental amounts will continue to be adjusted and increased annually per the CPI-U (Cost of Living) index each year for the term. However, the rent amount shall never be decreased.

3.4 **HOLDING OVER:** In the event Tenant remains in possession of the Premises after the expiration of this Lease or any Option Term, Tenant shall be deemed a tenancy from month to month, subject to all conditions, provisions and obligations of such tenancy, except that the monthly rental shall be 125% the monthly rental last in effect pursuant to this lease.

ARTICLE IV. RENT AND OTHER CHARGE

4.1 **RENT:** Tenant shall pay in advance to the Landlord, without prior demand, in lawful money of the United States, on the first day of each month, without and deduction or offset whatever throughout the term of this lease, the sum specified as Base Rent under Article I, together with all other Additional Rent and all sums and charges payable by Tenant hereunder as herein provided, plus and Florida State Sales or Use Tax which may be required. Such payment shall be made at the office of the Landlord as set forth in Article I or at such place Landlord may from time to time designate by written notice directed to Tenant at the Premises. In the event the Rent Commencement Date of the Term is other than the first day of the month, then the Tenant shall pay rent for such fractional month prorated on the basis of a thirty-day month.

4.2 **UTILITY:** All utilities are paid by the tenant, including days when the facilities are used by Landlord under the co-use terms below. Utilities become the responsibility of the Tenant at the beginning of Rent Commencement, September 1, 2019. Tenant is solely responsible for his or her own telephone cost, electric, and water. Tenant will be responsible for waste removal of their solid waste. In no event shall the Landlord be liable for any interruption or failure in the supply of any such utilities to Tenant or to the Leased Premises, nor shall any such failure or interruption constitute an actual or constructive eviction of Tenant from the Premises or result in or give rise to any abatement in any Rent received hereunder.

4.3 **LATE PAYMENT CHARGE:** In the event any monthly installment of Rent and/or Additional Rent is not paid on or before ten (10) days after the date which it is due and payable as set forth in this Lease, Tenant agrees to pay as a Late charge an amount of \$30.00 per day that is due and payable as compensation to Landlord for its additional administrative expenses in processing late payments.

ARTICLE V. NET LEASE

5.1 **NET LEASE INTENDED UNLESS EXPRESSLY PROVIDED OTHERWISE:** Tenant acknowledges and agrees that it is intended that this Lease shall be a completely Net Lease to Landlord, that Landlord shall not be responsible during the term of Lease for any costs, charges, expenses and outlays of any nature whatsoever arising from or

relating to the Premises, or the contents thereof, excepting only Landlord's income tax in respect to income received from leasing the Premises, and any payment to be made by Landlord in connection with any lease or any mortgage or mortgages executed by

Landlord affecting the Premises and, Tenant shall pay all charges, impositions, costs and expenses of every nature and kind relating to the Premises and the operation of its business, including, but not limited to electricity, water, gas, telephone, maintenance, sewage and other utilities furnished to the Premises and Tenant covenants with Landlord accordingly. Landlord shall not be liable for any interruption whatsoever in utility services.

5.1.1 PROPERTY TAXES: The Property is currently exempted for paying local real estate property taxes. Should the exempt status change due to the Lease agreement, the Tenant is responsible for paying the property taxes. Because the Tenant is a not for profit entity, real estate taxes could be exempt. However, the Tenant shall file with the local agency so that the Landlord is exempt from paying local real estate property taxes. The Tenant shall be solely responsible to assuring the taxes on the Premises leased by the Tenant after the Lease is executed.

ARTICLE VI. PREMISES

6.1 QUIET ENJOYMENT: Tenant, upon paying the Rent and Additional Rent and performing all the terms on its part to performed, shall peaceably and quietly enjoy the Premises subject, nevertheless, to the terms of the Lease and to any mortgage, ground lease or agreements to which this Lease is subordinated.

6.2 USE OF THE PREMISES: During the entire Lease Term, and all extended terms thereof, the Premises must be used and occupied for the sole use specified under Article I and for no other purpose or purposes without the written consent of the Landlord. Provided the Tenant's modified use does not increase Landlord's insurance risk, or the structural integrity of the premises, Landlord's consent will not be unreasonably withheld.

6.3 CO-USE: The Landlord shall be allowed to use the cafeteria/auditorium and classrooms for special events, meetings, and conference consistent with its outreach mission on weekends and in the evening during the week if the school does not have any



weekend or evening activities planned. The Tenant and Landlord shall prepare and develop an annual Joint Use Calendar (Unless otherwise agreed by Tenant, Landlord shall not use the Premises more than 24 weeknights per year and 16 weekend days per year).

Landlord shall not use Tenant's equipment or supplies.

Landlord shall be responsible for cleaning the Premises after each use.

Landlord shall be responsible for security and condition of the Premises during its use and shall ensure the Premises is secured after use.

Landlord shall not have access to offices due to privacy and security concerns.

6.3.1 LANDLORD OFFICE: The Tenant agrees to renovate the office area on Level Four to be used exclusively for the Landlord office needs.

6.4 TRADE NAME: Tenant agrees to operate its business at the Premises under the name set forth on this Lease; however, Tenant may change its name, provided the same is not objectionable or offensive to Landlord or the surrounding neighborhood.

6.5 PERMITS AND LICENSES: Tenant shall procure at its sole expense any permits and licenses required for the operation of a private school on the Premises and will always comply with all applicable laws, ordinances and governmental regulations relating to the business of Tenant conducted at the Premises once the Tenant has secured a Certificate of Occupancy for an educational facility.

6.6 BUSINESS OPERATIONS: Tenant agrees that Tenant is responsible for the security and maintenance of the Premises during the entire term of this Lease and during any time the Premises is used by Tenant, Tenant always agrees to conduct its school in a high class and reputable manner. Tenant agrees to comply with all laws, rules and regulation of Landlord and all governmental authorities respecting the use of and operations and activities on the Premises and in the Premises, including sidewalks, streets approaches, drives, parking areas, and shall not make, suffer or permit any unlawful, improper or offensive use of the Premises or permit any nuisance therein. Tenant shall not make any use of the Premises which would make void or voidable any policy of fire or extended coverage insurance covering the Premises, and if by reason of any use by Tenant of the policies maintained by Landlord shall be increased over normal rates for the

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Premises, the amount of the increase in the premium shall be paid to Landlord by the Tenant on demand. Tenant shall not burn any trash of any kind in or about the Premises, nor shall Tenant permit rubbish, refuse or garbage to accumulate or any fired or health hazard to exist in or about the Premises.

6.7. EXAMINATION OF PREMISES: Tenant has until N/A, 2019, to examine the Premises. At that point, he will take the Premises in its present condition, or contract will be null and void.

6.8 REPAIRS AND MAINTENANCE: Tenant will spend between \$500,000.00 and \$1,120,000.00 for renovations. Tenant will provide Landlord documentation of direct actual expenses and costs incurred (Cost of Renovations). Not included in the above amounts are "in kind or volunteer labor" expenses and costs. Such expenses and costs shall only include actual expenses and costs paid by the Tenant.

6.8.1 BY TENANT: Tenant is responsible for keeping landscaping, interior electrical, interior plumbing, and HVAC in good working order. Tenant shall at all times keep and maintain the Premises (including entrances and all glass) and all partitions, doors, fixtures, equipment and appurtenances thereof and improvements thereto (including lighting, heating, ventilation and plumbing fixtures and equipment and wiring and its air conditioning system, except as set forth below) in good order, condition and repair including, but not limited to, plumbing and advertising media of any type; and interior painting or other treatment of exterior walls of the Premises. Tenant is solely responsible for cleaning of the facility every day. Tenant will provide all cleaning supplies and sanitary supplies necessary to maintain the facility.

6.8.2 BY LANDLORD: Landlord shall maintain, at Landlord's expense, the roof, building structure and sub-surface utilities (including gas and plumbing) in good working order.

6.9 ACCESS: Landlord shall, after reasonable notice, have the right to enter the Premises to inspect or to exhibit the same to prospective purchasers and mortgages and to make such repairs, additions, alternations or improvements as Landlord may deem desirable. During the last 90 days of the Initial Term, if Tenant has not timely exercised its options to extend, and any Extension Terms, Landlord may enter the Premises to exhibit the same to prospective tenants and lessees and Landlord may display "for rent" and/or "for sale" signs on the Premises during such periods. If Tenant has allowed the premises to "go dark" or has closed its school at this location, Landlord's entrance may be without notice and is permissible. The Landlord may enter the same by a master key or by the use

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of force without rendering Landlord liable therefore and without in any manner affecting the obligation whatsoever for the maintenance or repair of the Premises, or any part thereof except as otherwise herein specifically provided. During the ninety (90) days prior to the expiration of the Lease or any renewal term, Landlord may place upon the Premises signs indication that the Premises are available for rent or sale, which signs Tenant shall permit to remain thereon.

6.10 IMPROVEMENTS:

6.10.1 TENANT IMPROVEMENTS: The Tenant shall fully equip the Premises with all trade equipment, furniture, operating equipment, furnishings, floor coverings and exterior signs and any other equipment necessary for the operation of Tenant's school. The Tenant shall be responsible for any capital improvements required to make the Premises suitable for Tenant's intended use and to meet all required government rules and regulations which Tenant must comply with. These renovations include, but are not limited to, (i) fire doors; (ii) crash bars; (iii) emergency lighting; (iv) repair of broken glass; (v) removal or non-load bearing partition walls; (vi) and any and all other required governmental rules and regulations.

Tenant may construct any new facilities it desires on the premises, providing the facilities are properly permitted and constructed per code and plans are approved by the Landlord (which such approval shall not be unreasonably withheld).

6.10.2 Both LANDLORD and TENANT represent and warrant to each other that their respective work shall comply with the requirements of the Florida Building Code and all other municipal and/or county building codes and the requirements of the American with Disabilities Act. All improvements additions or fixtures (other than trade fixtures and shelving not permanently affixed to the realty and Tenant's school equipment) that may be made or installed on the Premises by either party (including floor coverings, cemented or otherwise affixed to the floor, installed lightening, drop ceiling and awnings) shall, at the sole option of the Landlord, be the property of the Landlord. Tenant shall not make any material alterations in or addition to the Premises without first obtaining the written approval of the Landlord, which consent of the Landlord shall not be unreasonably withheld. Tenant agrees that it will repair any damage done to the Premises by the installation and/or removal of any improvements, additions, fixtures, trade fixtures or signs, or by any other reason and, upon failure of Tenant to do so promptly at the end of the Term, Tenant agrees to pay Landlord any cost incurred by Landlord in making such repairs or affecting such removal.

6.11 LIENS: Tenant agrees that it will make a prompt payment when due, of all costs and expenses incurred in carrying out its agreement herein and of all costs and expenses of any repairs, constructions or installations which are the responsibility of Tenant hereunder. Tenant agrees to indemnify and save Landlord harmless from and against any/all liabilities incurred by Tenant including an mechanics, materialmen's laborers' lien asserted or claimed against the premises or any part thereof on account of work, labor or materials used in the Premises or in any improvement or change thereof made at the request of, or upon the order of, or to discharge the obligation of Tenant. Should any construction or other lien be filed against the Premises or any part thereof for any reason whatsoever, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after the date of such filing. In no event shall anything contained in this paragraph or elsewhere in the Lease be deemed to subject Landlord's interest in the premises to the lien of any person doing work or furnishing materials at the instance and request of Tenant. Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises, any and all liens and encumbrance created by Tenant shall attach to Tenant's interest only.

6.12 DESTRUCTION: If the Premises shall be partially damaged by any casualty insurable under Tenant's insurance policy, Landlord shall, have the option to repair or terminate the Lease Agreement. Should the Landlord elect to repair the damaged portions then upon receipt of the insurance proceeds, will repair the same and the Rent shall be abated proportionately as to that portion of the Demised Premises rendered untenable. If the Premises by reason of such occurrence are rendered wholly untenable, then or in any such events, Tenant or Landlord may elect to cancel this Lease by notice of cancellation within thirty days of the casualty and thereupon this Lease shall expire, and Tenant shall vacate and surrender the Premises to Landlord. Tenant's liability for Rent upon termination of this Lease shall cease as of the day following the event of damage. Unless this Lease is terminated, Tenant shall hold the proceeds of all insurance carried by Tenant on its property and improvements in trust for the purpose of repair and replacement. In the event Landlord elects to repair the damage any abatement of Rent shall end five (5) days after notice by Landlord to Tenant that the Premises have been repaired and a certificate of occupancy issued. If any such damage is caused by the negligence of Tenant or its employees, the damage shall be repaired by Landlord, at the expense of the Tenant and, but there shall be no abatement of rent.

6.13 CONDEMNATION: If title to all of the Demised Premises is taken for any public or quasi-public use by eminent domain or by private purchase in lieu thereof, then the Lease shall terminate at the option of the Tenant or Landlord. If this Lease is

terminated under the provisions of this paragraph, Rent shall be apportioned and adjusted as of the date of termination. Tenant shall have no claim against Landlord or against the condemning authority for the value of its leasehold estate or for the value of the unexpired term of the Lease. If there is a partial taking of the Premises and this Lease is not thereby under provisions of this paragraph, then this Lease shall remain in full force and effect, and the Landlord shall, within a reasonable time, thereafter, repair and restore the remaining portion of the Premises, should they be affected to the extent necessary to render the same reasonably suitable for the purpose for which the Premises were leased; provided the Landlord shall not be required to expend more than the net proceeds of the condemnation award which are paid to Landlord in complying with its obligations hereunder. All compensation awarded or paid upon a total or partial taking of the Premises shall belong to and be the property of the Landlord without any participation by Tenant. Nothing herein shall be construed to preclude Tenant from prosecuting any claims directly against the condemning authority for loss of business, damage to, and cost of removal of trade fixtures, furniture and other personal property belonging to Tenant; provided however that no such claim shall diminish or adversely affect the Landlord's award. After any partial taking of the Premises which does not result in the termination of this Lease, the Rent for the remainder of the term of this Lease shall be reduced by the same percentage that the floor area of the space taken bears to the floor area of the Premises.

6.14 SUBORDINATION: Tenant agrees that this Lease shall be subordinate to any mortgages, or ground lease, or modular lease, now or hereafter encumbering the Premises or any part or component thereof, and to all advances made upon the security thereof. This shall be self-operative, and no further instrument of subordination shall be required by any mortgagee. However, the Tenant, upon request of any party in interest shall execute promptly such instruments or certificates to carry out the intent hereof as shall be required by the Landlord. Tenant shall, in the event any proceedings are brought for the foreclosure or in the event of exercise of the power of sale under any mortgage made by the Landlord covering the Premises, or any part thereof, or in the event Landlord enters into a ground lease with a third party, or in the event of termination of any lease under which Landlord may hold title, attorney to the purchaser of the encumbered interest that the Landlord is not in default of this Lease. Tenant agrees that the institution of any suit, action or other proceeding by a mortgagee to realize on Landlord's interest in the Premise or a sale or lease of Landlord's interest in the Premises pursuant to the powers granted to a mortgagee under its mortgage, in connection with a ground lease shall not, by operation of law or otherwise result in the cancellation or termination of this Lease or of the obligations of the Tenant hereunder. Landlord and Tenant agree that notwithstanding that this Lease is expressly subject and subordinate to any mortgage, its successors and assigns or other

holder of a mortgage or a note secured thereby, may sell the Premises in the manner provided in the mortgage and may, at the option of such mortgagee, its successors and assigns or other holder of the mortgage or the note secured thereby make such sale of the Premises subject to this Lease.

6.15. ASSIGNMENT: Tenant shall not assign, mortgage or encumber this Lease nor sublet or suffer or permit the Premises or any part thereof to be used by others without the prior written consent of Landlord, which consent shall not be unreasonably withheld. If this Lease is assigned or if the Premises or any part thereof is sublet or occupied by anyone other than Tenant whether with or without the written consent of the Landlord, Landlord may collect Rent from the assignee, subtenant or occupant and apply the net amount collected to the Rents herein reserved but no assignment, subletting, occupancy or collection shall be deemed a waiver or release of Tenant from the rent due and other obligations of Tenant contained in this Lease Agreement. It is contemplated that the Tenant may sublease the "Head Start Building" to an operator of a pre-k program or after school care program.

6.16 SURRENDER: Upon the expiration of the term hereof Tenant shall surrender the Premises to Landlord in as good order and condition as they were in at the commencement of the Term (except for ordinary wear and tear and damage by fire or other casualties) together with all additions alteration and improvements which may have been made in or to the Premises pursuant to this Lease. In the event Tenant continues to occupy the Premises after the expiration of the Term, without being given or being entitled to a renewal or new lease, such occupancy shall be considered a tenancy from month-to-month at a monthly rental equal to one hundred twenty five percent (125%) of the rent payment due for the last full month of the lease term. This provision shall not give Tenant any right to continue occupancy following the expiration of this Lease, except with the consent of the Landlord. Tenant shall be liable to Landlord for all damages occasioned by such holding over, including claims by any succeeding Tenant of the Premises for such delay.

ARTICLE VII. LIABILITY

7.1 INDEMNITY: Tenant and Landlord hereby indemnify each other and agrees to save each other harmless from all suits, actions, damages, liability, expenses and costs in connection with Tenant and Landlord's use and/or occupancy of the Premises, including but not limited to loss of life, bodily or personal injury, property damage or loss of income arising from or out of any occurrence in, upon or at or from the Premises or the occupancy or use by Tenant or Landlord of said Premises or any part thereof; or occasional wholly or

in part by an negligence, act or omission of Tenant its teachers, students, employees, invitees, or licensees, including the sidewalks and parking areas and facilities within the Building. Tenant shall store its property in and shall occupy the Premises at its own risk, and releases Landlord, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage. Except during periods of Landlord's joint use, Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's equipment, fixtures or other personal property or Tenant or to Tenant's business and Landlord shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant for any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts of omissions of any persons. Except for those areas of the Premises that the Landlord is required to maintain, Landlord shall not be responsible or liable for any effect, latent or otherwise in the Premises, or any of the equipment, machinery, utilities, appliances or apparatus therein not shall it be responsible or liable for any injury, loss or damage to any person or to any property of Tenant or other person caused by or resulting from bursting, breakage, or by or from leakage, steam, running or the overflow of water or sewage in any part of said Premises or for any injury or damage caused by or resulting from acts of God or the elements or for any injury or damage caused by or resulting from any defect or negligence in the occupancy, construction, operation or use of any of said Premises, building, machinery, apparatus or equipment by any person or by or from the acts of negligence of any occupant of the Premises. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises, or of defects therein or in any fixtures or equipment. In case Landlord or Tenant shall, with or without fault on its part, be made a party to any litigation commenced by or against Tenant or Landlord, then Tenant or Landlord shall protect and hold harmless each other and shall pay all costs, expenses and reasonable attorney's fees at the trial and appellate levels incurred by Landlord or Tenant. Tenant or Landlord shall also pay all costs, expenses and reasonable attorney's fees at the trial and appellate levels that may be incurred or paid by Landlord or Tenant in enforcing the terms of the Lease. If the court rules in favor of a party, then the other party will pay all cost, expenses, and reasonable attorney's fees at the trial and appellate levels that may be incurred or paid by the prevailing party in their defense.

7.2 FORCE MAJEURE: In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, hurricane, war or other reason of alike nature not the fault of the party delayed in performing work or doing acts required under the terms of the Lease, then performance of such act shall be excused for the period

of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. The provisions of this section 7.2 shall not operator to excuse Tenant from prompt payment of rent, additional rent or any other payment required by the terms of this Lease.

7.3 INSURANCE - PROPERTY DAMAGE, LIABILITY AND OTHER INSURANCE: Tenant shall maintain at its own cost and expense (with coverage to commence at the time Tenant enters the Premises to perform its fix-up and/or install equipment, etc. or at the Commencement Date of the Term of this Lease, whichever occurs earlier) all insurances required by Florida Statue for a Private school.

7.3.1 FIRE INSURANCE: The Tenant shall purchase in an amount adequate to cover the cost of replacement of all decorations and improvements, fixtures and contents in the Premises in the event of fire. This insurance must be procured on an "All Risk" basis and must comply with the Southeastern Insurance Underwriters Association. Tenant must also Procure "Fire Legal Liability" Insurance in an amount not less than Three Hundred Thousand and 00/100 dollars (\$300,000.00).

7.3.2 PUBLIC LIABILITY INSURANCE: The Tenant shall purchase on an occurrence basis with minimum limits of liability in an amount of One Million and 00/100 Dollars (\$1,000,000.00) for personal injury or death to any person and Three Million and 00/100 (\$3,000,000.00) for such bodily injury or death of more than one person and Five Hundred Thousand and 00/100 Dollars (\$500,000.00) with respect to damage to property. Any insurance procured by Tenant as herein required shall be issued in the name of Landlord as an additional named insured or such agents as Landlord may designate and Tenant by company licensed to do business in the State of Florida and with a current Best's rating of no lower than "A" or otherwise acceptable to Landlord and shall contain endorsements that; (1) such insurance may not be canceled or amended without thirty (30) days written notice by registered mail to Landlord by the insurance company; (2) Tenant shall be solely responsible for payment of premiums and Landlord shall not be required to pay any premiums for such insurance; and (3) in the event of payment of any loss covered by such policy, Landlord shall be paid first by the insurance company for the loss. The original policy or policies or certificates of insurance shall be delivered to Landlord prior to delivery of possession of the Premises to Tenant, and thereafter, such original policies or certificates shall be delivered to Landlord within thirty (30) days prior to the expiration of each such policy. Tenant shall not stock, use or sell any article or do anything in or about the Premises which may be prohibited by Landlord's insurance policies or any endorsements or forms attached thereto, or which will increase any insurance rates or premiums on the Premises, the building of which they are a part of all other building in the Premises. A schedule issued by the Organization making the fire insurance extended

coverage, vandalism and malicious mischief, special extended coverage or any all-risk insurance rates for said premises or any rule books issued by the rating organizations or similar bodies or by rating procedure or rules of Landlord's insurance companies shall be occlusive evidence of the several items and charges which make up the insurance rates and premiums on the Premises and the Premises. If, due to the occupancy, abandonment or Tenant's failure to occupy the Premises as herein provided, any insurance shall be canceled by the insurance carrier or if the premiums for any such insurance shall be increased, then, in any of such events, Tenant shall indemnify and hold Landlord harmless and shall pay on demand the increased cost of such insurance.

Landlord shall obtain the same Liability Insurance at its expense for its occasional use of the Premises and shall name the Tenant as an Additionally Insured.

ARTICLE VIII. PERFORMANCE

8.1 DEFAULT: The following events shall be deemed to be events of default by Tenant under this Lease if:

8.1.1 Tenant shall fail to pay any installment of Rent after ten (10) business days written notice or Additional Rent after thirty (30) days written notice to Tenant.

8.1.2 Tenant shall fail to comply with any term, provision or covenant of this Lease, other than payment of Rent and shall not cure such failure within thirty (30) days after written notice thereof to Tenant. Provided, however, if the default is one that is not capable of being cured with such thirty-day period, then provided. Tenant is diligently pursuing a cure, Tenant may extend such cure period to a reasonable time to effectuate said cure, not to exceed ninety days.

8.1.3 Tenant shall become insolvent or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors.

8.1.4 Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof, or there shall be filed against Tenant a petition in bankruptcy or insolvency or a similar proceeding and any such proceedings shall not have been dismissed within sixty (60) days after its commencement, or Tenant shall be adjudged bankrupt or insolvent in proceeding filed against Tenant there under.

8.1.5 A receiver or Trustee shall be appointed for the Premises or for all or substantially all the assets of Tenant.

8.1.6. Tenant shall fail to pay local real estate property taxes within 90 days of due date, if required to pay.

8.2 **REMEDIES:** Upon the occurrence of any such events of default, Landlord shall have the option to terminate the lease.

8.3 **RIGHT TO CURE:** If Tenant defaults under this Lease, Landlord may, at its option, upon giving a 30-day notice to Tenant immediately or at any time thereafter, without waiving any claim for breach of agreement and notice to Tenant, cure such default for the account of Tenant. If Landlord shall institute an action or summary proceeding against Tenant based upon such default, or if Landlord shall cure such default or defaults for the account of Tenant, then Tenant will pay all costs and expenses incurred by Landlord in curing such default, including reasonable attorney's fees, at the trial and appellate levels, which sums, together with interest at the rate of eight percent (8%) per annum shall be due and payable upon demand, and shall be deemed to be Additional Rent. Landlord shall not be responsible to Tenant for any loss or damage resulting in any manner by reason of its undertaking any acts in accordance with the provisions of this Lease. If Tenant shall cure any default or obligation of Landlord after Tenant has given Landlord thirty days written notice specifying said default or obligation, and Landlord has refused to act, Landlord shall reimburse Tenant for all costs and expenses incurred by Tenant in curing said default, together with interest of eight percent (8%) per annum, until paid.

8.4 **TIME OF ESSENCE:** Time is of the essence of this Lease and each and every provision hereof.

8.5 **NOTICES:** All notices required by law and by this Lease to be given to Tenant may be given by any one of the following methods.

8.6. By personal delivery or certified mail, return receipt requested, addressed to Tenant, at 1201 North H. Street, Pensacola, Florida 32501, or such other address as subsequently designed by the Tenant in writing.

8.7 **RECORDING:** Tenant may record a memorandum of the lease.

8.8 ENTIRE AGREEMENT: Notwithstanding anything herein contained or contained in any other writings concerning the Premises by either of the parties hereto, the parties hereto agreeing hereby that all such other writings are hereby superseded and/or merged into this Lease which shall be the entire agreement of the parties concerning said Premises, this Lease shall not become binding as such upon Landlord unless all preliminary conditions required to be performed by Tenant are so performed and unless the requirements of the zoning Ordinances and rules and regulations of all regulations of all public authorities having jurisdiction are met. Tenant agrees to provide the Landlord with a Certificate of Occupancy showing the facility is approved for educational use upon receipt from the County. Tenant acknowledges that Landlord has not made any statement, promise or agreement or taken upon itself any engagement whatsoever, verbally or in writing in conflict with the terms of this Lease, or that in any way modifies, varies, alters, enlarges or invalidates any of its provisions and that no obligation of Landlord shall be implied in addition to the obligations herein expressed.

8.9 SIGN AND FIXTURES: Tenant may install signage on the building and parking areas. Tenant may remove Landlord's signage. Subject to applicable laws and ordinances, Tenant shall have the right to erect, maintain and operate signs on the Premises as well as its usual signs, logos, lettering and notices customarily installed or used at Tenant's facilities, upon approval and acceptance by Landlord. However, all must be removed at the expiration of the Lease and any damage caused to the Premises must be repaired at Tenant's expense.

ARTICLE IX. MISCELLANEOUS

9.1 GOVERNING LAW: This Lease shall be construed in accordance with and governed by the Laws of the State of Florida.

9.2 WAIVERS: The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver is in writing by Landlord.

9.3 ESTOPPEL CERTIFICATE: The Tenant agrees from time to time, upon not less than five (5) days prior request by Landlord that the Tenant, or Tenant's duly authorized representative having knowledge of the following facts, will deliver to Landlord a statement in writing certifying:

9.3.1 That this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease as modified is in full force and effect).

9.3.2 The date on which Tenant began paying rent and that no rent has been paid in advance other than the last month's rent.

9.3.3 That neither the Tenant nor the Landlord is in default under any provision of the Lease, or, if in default, the nature thereof in detail;

9.3.4 That Tenant has no existing defenses or offsets to the enforcement of the Lease, or if any, specifying same;

9.3.5 Provided the Commencement Date has occurred, the Tenant has accepted and occupied the Premises, and that the Premises have been completed in accordance with the terms hereof.

9.3.6 Any additional, reasonable information reasonably requested by Landlord. It is intended that any such statement may be relied upon by any prospective purchaser, mortgagee, or assignee of any mortgagee, or prospective mortgagee, or any prospective assignee of any mortgagee, affecting the Premises. Tenant shall execute and deliver whatever additional instruments may be required for such purposes, and in the event, the Tenant fails to do so within ten (10) days after demand in writing, then Landlord is deemed to be Tenant's attorney in fact and may complete said Estoppel Certificate and Tenant is estoppel from questioning its correctness.

9.4 BINDING EFFECT: The terms, provisions and covenants contained in this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors-in-interest and legal representatives except as otherwise expressly provided herein.

9.5 RADON GAS: In 1988, the Florida Legislature passed a provision that requires the following notification to be provided on at least one document, form or application executed at the time of or prior to the Contract for Sale and Purchase of any building or execution for a rental agreement for

any building: "RADON GAS: 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."

IN WITNESS WHEREOF, this Lease has been duly executed by the parties hereto, under seal, as of the day and year first above.

Signed, sealed and delivered
In the presence of:

Brenda J. O'Gwynn
First Witness to Sign Name
BRENDA J. O'GWYNN
First Witness to Print Name
Pamela Mosley
Second Witness to Sign Name
PAMELA MOSLEY
Second Witness to Print Name

LANDLORD:

THE FIRST WEST FLORIDA BAPTIST
DISTRICT ASSOCIATION, INC.

BY: Rev. Frank Jenkins, Sr.
FRANK JENKINS, SR.
DATE SIGNED: 1-28-2019
BY: Isaac L. Williams
ISAAC L. WILLIAMS
DATE SIGNED: 1-28-2019
BY: James H. Miller
JAMES H. MILLER
DATE SIGNED: 1-28-19

Signed, sealed and delivered
In the presence of:

Brenda J. O'Gwynn
First Witness to Sign Name
BRENDA J. O'GWYNN
First Witness to Print Name
Pamela Mosley
Second Witness to Sign Name
PAMELA MOSLEY
Second Witness to Print Name

TENANT:

DIXON SCHOOL OF ARTS AND SCIENCES,
INC.

BY: Rich Chism
RICH CHISM
DATE SIGNED: 1/28/19

Dixon School of the Arts:

Phase 1 H Street Budget Conceptual KDW 181102

Line	Title	Total \$	Contractor Vendor	Volunteer Labor	Building Improvements	Description
Exterior Renovation and Site Upgrades						
1.01	Roof Touchups	\$2,500	\$2,500		\$2,500	\$31,000 Estimate only.
1.02	Perimeter Caulking and WP touchups	\$3,000	\$3,000		\$3,000	Estimate only.
1.03	Landscaping and site cleanup	\$2,000		\$2,000	\$2,000	Labor from Unifree Landscaping Maintenance Company
1.04	Signage	\$10,000	\$10,000			Exterior Building Sign
1.05	Perimeter Fencing Restoration	\$5,000	\$5,000		\$5,000	Estimate only.
1.06	Window Repairs	\$5,000	\$5,000		\$5,000	Estimate only.
1.07	Striping and Parking Storage	\$3,500	\$3,500		\$3,500	Estimate only.
Attention Costs for Change of Occupancy Classification required by City						
2.01	Corridor conditioning and Fresh Air	\$100,000	\$100,000		\$100,000	Aeon or Addison units on the roof with exposed ductwork in the corridor. There is currently no AC or fresh air in the corridors.
2.02	HVAC Classrooms	\$94,500	\$94,500		\$94,500	May be able to use corridor system to feed fresh air into classrooms but the size would increase significantly. This cost is for Split DX with fresh air in each classroom.
2.03	Fire Protection Sprinklers	\$450,000	\$450,000		\$450,000	Cost includes new city tap, backflows, steel piping exposed.
2.04	Energy Code Lighting requirements	\$132,000	\$132,000		\$132,000	LED lighting and lighting controls system required for energy management system, includes new fixtures.
2.05	Restore restrooms to operational state	\$30,000	\$30,000		\$30,000	207 2nd floor, Girls and Boys 1st floor
2.06	Electrical Systems upgrades	\$115,000	\$115,000		\$115,000	Power requirements for split DX systems in classrooms, new Aeon units, Computer lab etc...
2.07	Fireproofing repairs Misc.	\$5,000	\$5,000		\$5,000	Estimated
2.08	Fire Alarm upgrades and certification	\$30,000	\$30,000		\$30,000	Estimated based upon comments from Fire Marshal at walkthrough.
2.09	Inspections, Permits and Misc. Costs	\$6,000	\$6,000		\$6,000	Estimated
Classroom Upgrades and Repairs includes 2 each grade + Innovation, Music and Art.						
3.01	Cleanup labor	\$8,400		\$8,400	\$8,400	\$75,250. This can be volunteer labor but lots needed.
3.02	Paint Labor Class Refresh	\$18,900		\$18,900	\$18,900	Prep and Paint as needed. This can be volunteer labor but lots needed.
3.03	Paint Materials Class Refresh	\$4,200	\$4,200		\$4,200	Prep and Paint as needed
3.04	Chalkboards and Room Prep	\$21,000	\$21,000			Chalk Boards, mirror trim and accessories, not school supplies.
3.05	Flooring refinishing (Polish and clean)	\$8,400	\$1,000	\$7,400	\$8,400	cost to strip and polish VCT flooring, Scrub tile or extract carpet.
3.06	Add partition walls in rooms 2 and 3	\$7,000	\$7,000			includes studs drywall finishing and outlets. Excludes painting
3.07	Lockset replacement system	\$5,250	\$5,250		\$5,250	Replace door locksets. Push button security combination locks.
3.08	Interior Sign Package	\$2,100	\$2,100			Branded Room Identification
Administrative, Infrastructure and Common Area Upgrades and Repairs						
4.01	Secure Entry with access controls	\$8,000	\$8,000			\$84,300 Build a wall with controlled access doors at school entrance. Dbl doors, magnetic releases, and fire-rated wall.
4.02	Intercom system and annunciator	\$15,000	\$15,000			Basic intercom system.
4.03	Wifi and Data	\$15,000	\$15,000			Basic WAP system
4.04	Cleanup labor Offices	\$2,400		\$2,400	\$2,400	This can be volunteer labor but lots needed.
4.05	Paint Labor Office Refresh	\$3,600		\$3,600	\$3,600	Prep and Paint as needed. This can be volunteer labor but lots needed.

EXHIBIT "A"

Dixon School of the Arts:

Phase 1 H Street Budget Conceptual KDW 181102

Line	Title	TOTAL \$	Contractor Vendor	Volunteer Labor	Building Improvements	Description
4.06	Paint Materials Office Refresh	\$1,200	\$1,200		\$1,200	Prep and Paint as needed
4.07	Room Prep Offices	\$2,400	\$2,400		\$2,400	Chalk Boards, minor trim and accessories, not school supplies.
4.08	Cleanup labor Kitchen, Caf and Stage	\$800		\$800	\$800	This can be volunteer labor but lots needed.
4.09	Paint Labor Kitchen, Caf and Stage	\$5,000		\$5,000	\$5,000	Optional upon inspection.
4.10	Paint Materials Kitchen, Caf and stage	\$1,200		\$1,200	\$1,200	Optional upon inspection.
4.11	Room Prep Cafeteria	\$1,000	\$1,000		\$1,000	Optional upon inspection.
4.12	Room Prep Stage	\$500	\$500		\$500	Optional upon inspection.
4.13	Flooring Strip and Polish Kit, Caf, Stage	\$2,500		\$2,500	\$2,500	VCT Refinishing
4.14	Prepare Kitchen for DOH	\$2,000	\$2,000		\$2,000	This is for outsourced food delivery only. Kitchen renovation required for actual food preparation.
4.15	New Locksets on Common Doors	\$4,500	\$4,500			Common and administrative doors.
4.16	Paint Touchup corridor labor	\$3,000		\$3,000	\$3,000	Optional upon inspection.
4.17	Paint Touchup corridor Material	\$1,200	\$1,200		\$1,200	Optional upon inspection.
4.18	Cleanup Corridors	\$2,000		\$2,000	\$2,000	Optional upon inspection.
4.19	Flooring Strip and Polish Corridors	\$5,000		\$5,000	\$5,000	VCT Refinishing
4.20	HVAC Administrative costs	\$3,000	\$3,000			Admin Expenses
4.21	Dumpsters for demo and construction	\$5,000	\$5,000		\$5,000	
5.01	Classroom Furniture (desks)	\$48,600	\$48,600			
5.02	Cafeteria Furniture (12 stool tables)	\$22,500	\$22,500			
5.03	Auditorium Furniture (Stack Chairs)	\$7,000	\$7,000			
5.04	Shelving/Work Tables	\$5,000	\$5,000			
5.05	Murals at key locations	\$15,000	\$15,000			
6.01	Contingency/Misc.	\$61,050	\$61,050			
TOTAL Projected Cost		\$1,312,200	\$1,250,000	\$62,200	\$1,067,450	

**Amendment to Lease Agreement
Between**

Landlord: The First West Florida Baptist District Association, Inc

Tenant: Dixon School of Arts and Sciences, Inc.

Effective February 1, 2019

Paragraph 1, RENT. a. Rent Commencement shall be changed from September 1, 2019 to August 1, 2019. References to Rent Commencement on page 3 and in paragraph 4.2. and anywhere else in the document that references Rent Commencement shall be changed to August 1, 2019.

Paragraph 1, SECURITY DEPOSIT. The entire paragraph shall be replaced to read:

SECURITY DEPOSIT: The Tenant shall pay to the Landlord not later than the time this Lease agreement is executed by Tenant, \$21,000 as a security deposit for the full performance of this lease. The \$21,000 represents one month of rental at \$7,000 and estimated annual property taxes of \$14,000. In the event the property is taxed a lower amount for 2020, the difference shall be refunded to the Tenant immediately.

Paragraph 3.3 OPTION TO EXTEND. The following shall be added to paragraph 3.3.

In the event that the Landlord does not receive written notice to extend from Tenant, Landlord shall notify Tenant in writing and provide Tenant 10 calendar days to exercise its option to Extend. (This provision simply prevents an administrative mistake from impacting the Tenant's option to extend).

Paragraph 6.3.1 LANDLORD OFFICE. The entire paragraph shall be replaced to read:
The Tenant agrees to renovate the office area with bathroom currently used as the Dean's Office to be used exclusively by the Landlord for its office needs.

In WITNESS WHEREOF, this amendment has been duly executed by the parties hereto, under seal, as of the date signed below.

Signed, sealed and delivered
In the presence of:

Brenda J. O'Gwynn
First Witness to Sign Name
BRENDA J. O'GWYNN
First Witness to Print Name
Pamela Mosley
Second Witness to Sign Name
Pamela Mosley
Second Witness to Print Name

LANDLORD:
**THE FIRST WEST FLORIDA BAPTIST
DISTRICT ASSOCIATION, INC.**

BY: Reva Frank Jenkins, Sr.
FRANK JENKINS, SR.
DATE SIGNED: 1-1-28-2019
BY: Isaac L. Williams
ISAAC L. WILLIAMS
DATE SIGNED: 1-28-19
BY: James H. Miller
JAMES H. MILLER
DATE SIGNED: 1-28-19

Signed, sealed and delivered
In the presence of:

Brenda J. O'Gwynn
First Witness to Sign Name
BRENDA J. O'GWYNN
First Witness to Print Name
Pamela Mosley
Second Witness to Sign Name
Pamela Mosley
Second Witness to Print Name

TENANT:
**DIXON SCHOOL OF ARTS AND SCIENCES,
INC.**

BY: Rich Chism
RICH CHISM
DATE SIGNED: 1/28/19

PROPOSED SCOPE OF WORK

COMMERCIAL PROPERTY IMPROVEMENT PROGRAM

Administered by:

City of Pensacola Community Redevelopment Agency

222 West Main Street, 3rd Floor

Pensacola, Florida 32502

Phone: (850) 436-5640



OWNER'S CONTRACTOR SELECTION

Date: 3/26/2025

To PROGRAM MANAGER:

Please be advised that we have selected **A-1 HURRICANE FENCE** (Contractor's Name) to perform the work under the Commercial Property Improvement Program (CPIP). Please advise the Contractor of our intent to award.

Sincerely:

A handwritten signature in black ink, appearing to read "Kevin Kovacs", written over a horizontal line.

DR. KEVIN KOVACS

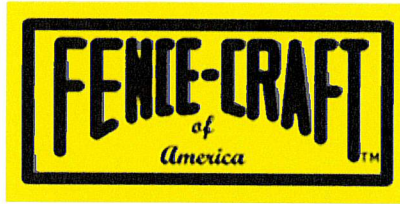
Dixon School of Arts & Science

1201 North H Street

Pensacola, FL 32501

Witness #1: Witness #1 Printed Name: Lisa A. Clark

Witness #2: Witness #2 Printed Name: MARIA Smith



A-1 HURRICANE FENCE

Ph: (850)432-0921

Cell: (850)607-1914

E-mail: Jeff@a1hurricanefence.com

959 W. Massachusetts Ave.

Pensacola, FL 32505

April 2, 2025

Attn: Pensacola CRA

222 W Main Street

Pensacola, FL 32502

Re: Dixon School of Arts & Science

The purpose of this letter is to provide pricing for fencing at Dixon School of Arts & Science. Scope work attached.

Alumi-guard material

Furnish and install approx. 1641' of 6' 3 rail Ascot commercial grade Aluminum with double cantilever for 32' opening and double cantilever for 40' opening. 3 4' walk gates. **\$129,397.62**

- 30-year limited warranty

With the extreme volatility of material prices quotes are only good for 10 business days.

We are committed to helping our contracting partners during this time of unprecedented material increases. The sooner we are notified that we are the selected sub-contractor the sooner we can purchase the material and lock in pricing. We have plenty of room to store material. We are also experiencing longer than normal lead times so early ordering will help us meet expected timelines.

We will need for all underground utilities to be marked and not responsible for anything that we may hit unknowingly.

This would not include any clearing, grubbing or earth work of any kind, grounding of the fence, penetration of anything other than soil to set posts, or anything else not specifically mentioned herein without express written agreement between us.

Please let me know if you have any questions.

Best,

Jeff Gerner

Attachment A

THIS FORM MUST BE INCLUDED IN SUBMITTAL

INVITATION TO BID

Date Submitted: 2/28/2025

Name of Company: A1 Hurricane Fence

The undersigned, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respect fair and in good faith without collusion or fraud.

Further that he has examined the site of the work and has informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the contractual documents relative to the project, and all specific conditions; and that he has satisfied himself relative to the work to be performed.

The Contractor proposes and agrees, if this Proposal is accepted, to contract with the Property Owner in the form of contract specified, attached hereto as Attachment B, and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work

for the Base Bid of One hundred twenty-nine thousand, three hundred ninety-seven and 62/100 dollars (\$129,397.62) in accordance with the estimate tabulation, attached hereto as Attachment "A" and the Work Contract, attached hereto as Attachment "B".

**Florida Department of Professional Regulation
Contractor's Certification or Registration**

No. N/A, Expiration Date _____

Attachment A - Continued

CONTRACTOR:

A1 Hurricane Fence
(Company Name)

Signature Jeff Gerner

Printed Name: Jeff Gerner Title: General manager

CompanyAddress 959 Massachusetts Ave

City: Pensacola State: FL Zip: 32506

Telephone: 8506071914

E-mail: Jeff@a1hurricanefence.com

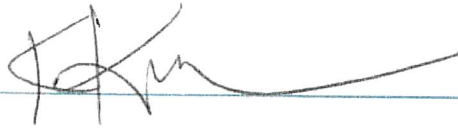
**Attachment A - Continued
BID TABULATION**

THIS FORM MUST BE INCLUDED IN SUBMITTAL

Item #	Brief Description	Bid Amount
1	Remove and dispose of old chain-link fencing, posts and loose cement that surrounds the school.	
2	Install a new 6ft black aluminum fencing. The fence must have a solar shield powder coating. Must exceed AAMA 2604 Standard and must be Full Panel Coated after assembly.	
3	Specifications: Post: 2-1/2" sq., Rail: 1-1/2" x 1", Picket: 3/4" sq.	
4	Fence must have a Lifetime Transferable Warranty and a 3-Yr or more Workmanship Warranty.	
5		
TOTAL BASE BID		\$127,397.22
		\$180,833.13

An excel version of this form may be provided upon request.

Please Sign



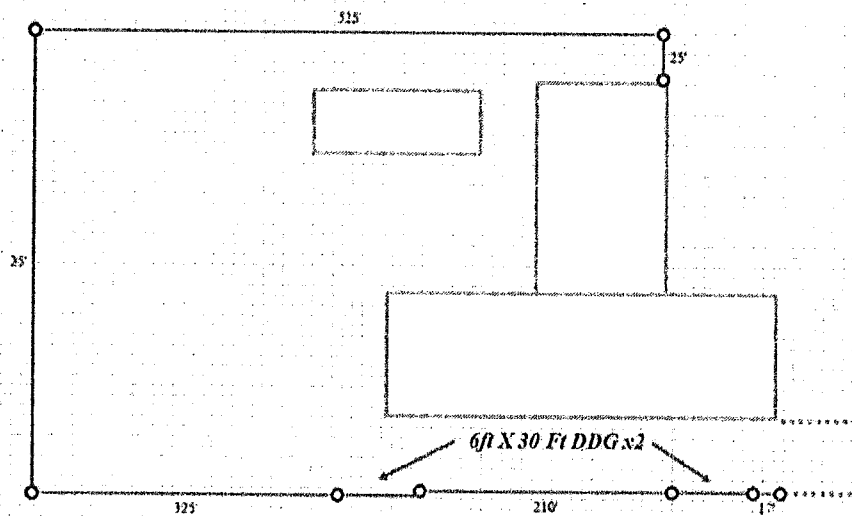
Sample photo of fencing



PROPOSED PROPERTY RENDERINGS

6ft Black Aluminum Commercial - 1127 LF

6'H Black 300 Sterling (C)



ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE BY THE MARKS AND NOTATIONS. DATE 04-11-2010 BY 60322 UCBAW/BJA

MAINTENANCE & OPERATION PLAN



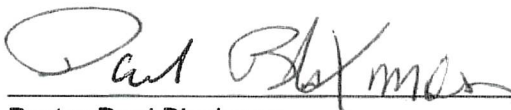
March 25, 2025

Dixon Perimeter Fencing Maintenance Plan

In preparation and upon completion of new perimeter fencing, Dixon administration will ensure specific actions to maintain the fence and the areas around the perimeter fence.

1. The fence will be included in our school insurance policy. If the fence is damaged due to severe weather or a falling tree, our insurance policy will provide coverage regarding these circumstances.
2. Our lawn maintenance company will keep the foliage from growing on or around the fencing leading up to installation of new fencing and will continue monthly maintenance for our new perimeter fencing as part of our monthly service.
3. Dixon Administration will inspect the perimeter fencing regularly to ensure that it is appropriately maintained at all times.

* If Dixon School of Arts and Sciences should ever leave this property, the owners of the property, First West Florida Baptist District Association, would commit to maintaining the perimeter fencing and follow through in fulfilling the items noted above.



Pastor Paul Blackmon
First West Florida Baptist District Association

3/26/25

Date



Dr. Kevin Kovacs, Principal
Dixon School of Arts and Sciences

3/26/2025

Date