City of Pensacola

Community Redevelopment Agency

Agenda

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

June 10, 2024, 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

APPROVAL OF MINUTES

1. 24-557 CRA MEETING MINUTES - 05/06/2024

Attachments: *CRA Meeting Minutes - 05/06/2024*

DISCUSSION ITEMS

2. 24-498 STATUS OF REDEVELOPMENT BOARDS

Recommendation: N/A

Sponsors: Jennifer Brahier - Chairperson

Attachments: *None*

ACTION ITEMS

3. 24-494 APPROVAL OF LAND DONATION AGREEMENT WITH COMMUNITY LAND TRUST FOR AFFORDABLE HOUSING INFILL

Recommendation: That the Community Redevelopment Agency (CRA) approve the land donation agreement with the Northwest Florida Community Land Trust

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) for long-term affordable housing subject to Council's authorization to dispose of the properties. Further, that the CRA request that the City Council authorize the disposition of the property subject to the land donation agreement and hold the required public hearing required for donation of the land in accordance with Chapter 163, Part III, Florida Statutes. Finally, that the CRA authorize the CRA Chairperson to take all actions necessary to effectuate the agreement and disposition of the land.

Sponsors: Jennifer Brahier - Chairperson

Attachments:
Land Donation Agreement
Ground Lease Form
Special Warranty Deed (Form)
IROI Final Submittal 5.24.24
(5-14) 113 N Spring St-PROGRESS SET
N Spring St - Concrewall SCIP Structural Plans
(5-17) 1491 North E St Rehab Aff Housing-PRELIM

4. 24-497 APPROVAL OF SHORT TERM LEASE AGREEMENT WITH HIXARDT TECHNOLOGIES, INC. FOR 101 W. MAIN STREET

Recommendation: That the Community Redevelopment Agency (CRA) approve a lease agreement with Hixardt Technologies, Inc. for the property located at 101 West Main Street for a period of 12 months, terminating on June 15, 2025, with month-to-month thereafter until terminated. Further, that the CRA recommend that the City Council ratify its approval of the lease agreement and authorize the short-term lease of the property. Further, that the CRA Chairperson be authorized to execute all necessary documents.

Sponsors: Jennifer Brahier - Chairperson

Attachments: *Lease - 101 W. Main Street - final 5.31.2024*

5. 24-531 RESOLUTION NO. 2024-531 CRA - ACQUISITION OF REAL PROPERTY - 2301 WEST CERVANTES STREET

Recommendation: That the Community Redevelopment Agency (CRA) adopt Resolution No. 2024-531 CRA:

A RESOLUTION OF THE CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE WESTSIDE COMMUNITY

REDEVELOPMENT AREA; PROVIDING FINDINGS; APPROVING AND AUTHORIZING THE EXPENDITURE OF CRA FUNDS TO ACQUIRE CERTAIN REAL PROPERTY THEREIN LOCATED AT 2301 WEST CERVANTES STREET IN FURTHERANCE OF THE PURPOSES ESTABLISHED IN CHAPTER 163, PART III, FLORIDA STATUTES AND THE WESTSIDE REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Jennifer Brahier - Chairperson

Attachments: *2024-531 CRA Resolution - Acquisition of 2301 W Cervantes*
Property Appraiser Info - 2301 W Cervantes

PRESENTATIONS

6. 24-496 DISCUSSION ON THE CRA PLAN UPDATE AND HOLLICE T. WILLIAMS PARK EQUITY DEVELOPMENT PLAN PROJECT

Recommendation: N/A

Sponsors: Jennifer Brahier - Chairperson

Attachments: *None*

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.

File #: 24-557 Community Redevelopment Agency 6/10/2024

ACTION ITEM

SPONSOR: Jennifer Brahier - Chairperson

SUBJECT:

CRA Meeting Minutes - 05/06/2024

RECOMMENDATION:

SUMMARY:

PRIOR ACTION:

FUNDING:

Budget: $_____

Actual: $_____

$_____ TOTAL

FINANCIAL IMPACT:

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

ATTACHMENTS:

1. CRA Meeting Minutes - 05/06/2024

PRESENTATION: No

City of Pensacola

Community Redevelopment Agency

Meeting Minutes

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

May 6, 2024, 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

The Community Redevelopment Agency (CRA) Board Meeting was called to order by Chairperson Brahier at 4:11 P.M. (Immediately following the 3:30 P.M. City Council Agenda Conference).

Members Present: Charles Bare, Delarian Wiggins, Jared Moore, Jennifer Brahier, Allison Patton, Teniade Broughton

Members Absent: Casey Jones

BOARD MEMBER DISCLOSURE

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

CHAIRPERSON'S REPORT

CRA Division Manager Victoria D'Angelo introduced two new CRA staff members to the Board. Sharee Smith, CRA Program Coordinator and Shirley Baylis, CRA Program Manager. Ms. D'Angelo also spoke about the upcoming CRA Redevelopment Plan Update engagements as well as the Hollice T. Williams Equity Development Plan.

APPROVAL OF MINUTES

1. 24-414 CRA SPECIAL MEETING MINUTES - 3/21/2024 & CRA MEETING MINUTES - 4/08/2024

Recommendation:

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

The motion passed by the following vote:

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

No: 0 None

PRESENTATIONS

2. 24-384 COMMUNITY POLICING UPDATE

Recommendation: N/A

CRA Division Manager Victoria D'Angelo introduced the item. PPD Officer David Partrick presented a Community Policing update. Pensacola Police Chief Eric Randall spoke to the item as well. Staff answered questions accordingly.

DISCUSSION ITEMS

None.

ACTION ITEMS

3. 24-390 REQUEST FOR DOCKING FEE WAIVER FOR NAVY DAYS CELEBRATION

Recommendation: That the Community Redevelopment Agency (CRA) consider the request made by the Navy Days Committee for a waiver of docking fees at Plaza de Luna from May 17-20, 2024 in support of the Navy Days Celebration.

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

CRA Division Manager Victoria D'Angelo gave a brief overview of the item. Capt. Matt Meilstrup, of Pensacola Navy Days, and Alex Smith, Special Assistant to the Mayor, spoke to the item. 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

4. 24-385 FY 2023 COMMUNITY REDEVELOPMENT AGENCY COMPREHENSIVE FINANCIAL REPORT

Recommendation: That the Community Redevelopment Agency (CRA) accept the Community Redevelopment Agency Annual Comprehensive Financial Report for the year ended September 30, 2023 as prepared by the Financial Services Department and the Independent Auditors issued.

The auditors issued an unqualified opinion which is the highest level of assurance that the financial statements are fairly represented in the attached document.

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

CRA Division Manager Victoria D'Angelo introduced the item. Kristen McAllister, CPA for Warren Averett, gave a presentation. Staff answered questions accordingly.

The motion passed by the following vote:

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

No: 0 None

5. 24-388 AUTHORIZATION TO ISSUE NOTICE OF INTENT TO DISPOSE OF 101 W MAIN STREET

Recommendation: That the Community Redevelopment Agency (CRA) authorize staff to issue a notice of intent to dispose of 101 West Main Street, Pensacola Florida (Parcel ID # 000S009100080026) in accordance with Chapter 163, Part III Florida Statutes and substantially pursuant to the project details and terms described herein.

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

CRA Division Manager Victoria D'Angelo spoke to the item. Staff answered questions accordingly.

The motion passed by the following vote:

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

No: 0 None

OPEN FORUM

None.

ADJOURNMENT

5:14 P.M.

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File #: 24-498 Community Redevelopment Agency 6/10/2024

DISCUSSION

SPONSOR: Jennifer Brahier - Chairperson

SUBJECT:

STATUS OF REDEVELOPMENT BOARDS

RECOMMENDATION:

N/A

SUMMARY:

On May 22, 2023, the Pensacola City Council held a workshop to discuss the status of the Urban Core, Westside and Eastside redevelopment boards. During the workshop, the potential for consolidation of the three (3) boards was discussed. Staff will provide a status update to the Community Redevelopment Agency (CRA).

PRIOR ACTION:

May 22, 2023 - City Council held a workshop to discuss the Urban Core, Westside and Eastside redevelopment boards.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Forte, Deputy City Administrator
Sherry Morris, Development Services Director
Victoria D'Angelo, CRA Division Manager
Hilary Halford, CRA Division Assistant Manager

ATTACHMENTS:

None

PRESENTATION: No

File #: 24-494 Community Redevelopment Agency 6/10/2024

ACTION ITEM

SPONSOR: Jennifer Brahier - Chairperson

SUBJECT:

APPROVAL OF LAND DONATION AGREEMENT WITH COMMUNITY LAND TRUST FOR AFFORDABLE HOUSING INFILL

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) approve the land donation agreement with the Northwest Florida Community Land Trust 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) for long-term affordable housing subject to Council's authorization to dispose of the properties. Further, that the CRA request that the City Council authorize the disposition of the property subject to the land donation agreement and hold the required public hearing required for donation of the land in accordance with Chapter 163, Part III, Florida Statutes. Finally, that the CRA authorize the CRA Chairperson to take all actions necessary to effectuate the agreement and disposition of the land.

SUMMARY:

On April 8, 2024, the City of Pensacola Community Redevelopment Agency (CRA) authorized staff to issue a notice of intent to dispose of three (3) affordable housing infill sites to a community land trust in accordance with Chapter 163, Part III, Florida Statutes.

A community land trust model is a mechanism that ensures affordable housing by separating ownership of land from ownership of structures on the land, keeping housing costs low and maintaining affordability in perpetuity. Common in both urban and rural areas, community land trusts are increasing in popularity as a proven tool to address affordable housing challenges. The number of community land trusts has grown significantly in recent years, with hundreds now operating across the United States.

The following three parcels are located within a CRA redevelopment district. The E Street property and the Jackson Street property are owned by the CRA, while the Spring Street property is owned by the City but located in a CRA redevelopment district.

1. 1491 N. E Street – existing single family residential structure in need of repair and remediation
2. 2300 W. Jackson St, A – vacant

3. Spring Street – vacant

The properties have been held for some time with the intent of redeveloping for affordable housing.

The 30-day notice was issued on April 24, 2024. Submittals were due by May 24, 2024. One (1) submittal was received from the Northwest Florida Community Land Trust (NWFL CLT) in partnership with the Pensacola Home Builders Association, a non-profit organization. The NWFL CLT proposes to construct two (2) new single family homes at 2300 West Jackson Street, A and Spring Street, respectively, and to rehabilitate the existing home at 1491 N E Street. The homes will be sold to income qualifying homeowners at or below 120% of the Area Median Income (AMI) for Escambia County, Florida. The NWFL CLT and HBA hope to celebrate the creation of long term affordable housing developed under this agreement during the 2024 Parade of Homes this fall.

In addition, a second submittal was received but was deemed ineligible.

A copy of the submittal is attached.

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.

FUNDING:

N/A

FINANCIAL IMPACT:

Modest TIF and tax revenue generation will be gained through the payment of property taxes upon redevelopment/rehabilitation and acquisition by income qualifying homebuyers.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Forte, Deputy City Administrator
Sherry Morris, Development Services Director
Victoria D'Angelo, CRA Division Manager
Hilary Halford, CRA Division Assistant Manager
Erica Grancognolo, Economic Development Director

ATTACHMENTS:

1. Land Donation Agreement
2. Ground Lease Form
3. Special Warranty Deed (Form)
4. IROI Final Submittal 5.24.24
5. (5-14) 113 N Spring St-PROGRESS SET
6. N Spring St - Concrewall SCIP Structural Plans
7. (5-17) 1491 North E St Rehab Aff Housing-PRELIM

PRESENTATION: No

LAND DONATION AGREEMENT

This Land Donation Agreement (the "**Agreement**") is made and entered into this ___ day of _____, 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**").

W I T N E S S E T H:

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 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 transitionary 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. **Florid 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: _____

[A separate signature page follows.]

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

Sign: _____

Print: _____

Title: _____

Date: _____

EXHIBIT "A"

Parcel 1

Parcel ID: 000S009050016054

EXHIBIT "B"

Parcel 2

Parcel ID: 000S009060020172

EXHIBIT "C"

Parcel 3

Parcel ID: 000S009003001462

EXHIBIT "D"

Form of Ground Lease

[to be attached]

EXHIBIT "E"

Form of special warranty deed

[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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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.

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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

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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 RESPONSIBILY 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

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11months 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 ASSSIGNED 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 Iinspection.

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 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.

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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).

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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;

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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

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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

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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

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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.

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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

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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

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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%

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- 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

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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.

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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.

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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

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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

_____ By: _____
Witness Its duly authorized agent

_____ (Homeowner):
_____
Witness

[notarize signatures]

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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

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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

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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]

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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.)

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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.

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5. The CLT shall have no right to terminate the Lease during such time as the Permitted Mortgagee has commenced foreclosure in accordance with the provisions of the Lease and is diligently pursuing the same.

6. In the event that CLT sends a notice of default under the Lease to Homeowner, CLT shall also send a notice of Homeowner's default to Permitted Mortgagee. Such notice shall be given in the manner set forth in Section 14.2 of the Lease to the Permitted Mortgagee at the address which has been given by the Permitted Mortgagee to CLT by a written notice to CLT sent in the manner set forth in said Section 14.2 of the Lease.

7. In the event of foreclosure sale by a Permitted Mortgagee or the delivery of a deed to a Permitted Mortgagee in lieu of foreclosure in accordance with the provisions of the Lease, at the election of the Permitted Mortgagee the provisions of Article 10, Sections 10.1 through 10.11 shall be deleted and thereupon shall be of no further force or effect as to only so much of the Security so foreclosed upon or transferred.

8. Before becoming effective, any amendments to this Lease must be approved in writing by Permitted Mortgagee, which approval shall not be unreasonably withheld. If Permitted Mortgagee has neither approved nor rejected a proposed amendment within 60 days of its submission to Permitted Mortgagee, then the proposed amendment shall be deemed to be approved.

C. STANDARD PERMITTED MORTGAGE AGREEMENT. A Standard Permitted Mortgage Agreement, as identified in Section 8.4 of this Lease, shall be written as follows, and shall be signed by Mortgagee and Homeowner.

This Agreement is made by and among:
_____ (Mortgagee) and
_____ ("Homeowner"),

***Whereas**:*

a) _____CLT (the "CLT") and Homeowner have entered, or are entering, into a ground lease ("the Lease"), conveying to Homeowner a leasehold interest in the Land located at _____ ("the Leased Land"); and Homeowner has purchased, or is purchasing, the Home located on the Leased Land ("the Home").

b) The Mortgagee has been asked to provide certain financing to the Homeowner, and is being granted concurrently herewith a mortgage and security interest (the "Mortgage") in the Leased Land and Home, all as more particularly set forth in the Mortgage, attached hereto as Schedule A.

c) The Ground Lease states that the Homeowner may mortgage the Leased Land only with the written consent of CLT. The Ground Lease further provides that CLT is required to give such consent only if the Mortgagee signs this Standard Permitted Mortgage Agreement and thereby agrees to certain conditions that are stipulated herein ("the Stipulated Conditions").

***Now, therefore,** the Homeowner/Mortgagor and the Mortgagee hereby agree that the terms and conditions of the Mortgage shall include the Stipulated Conditions stated below.*

Stipulated Conditions:

1) If Mortgagee sends a notice of default to the Homeowner because the Homeowner has failed to comply with the terms of the Mortgage, the 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

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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: _____

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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.

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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]*

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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.

DRAFT

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 oflandscaping. 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 maybe 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 maybe 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 of90 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 FORA 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

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:_____(Seal)

Address: , [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:

Northwest Florida Community Land Trust's Proposal in Response to City of Pensacola *"Notice of Intent to Dispose Proposal Requirements and Negotiation Criteria"*

Established in 2023, the Northwest Florida Community Land Trust (NFCLT) is a shared equity homeownership model designed to make homeownership attainable for low-income households. The NFCLT builds neighborhood stability, housing equity, and community strength by fostering a healthy mix of housing types, sizes, and prices, based on local community needs. While the NFCLT does not build homes, it partners with local, established builders to develop CLT properties. This project will be built by the Homebuilders Association of West Florida (HBA) who has a long history of homebuilding in the community. The Homebuyer will be selected by Pensacola Habitat for Humanity (PHFH) and they will coordinate the Homebuyer education and mortgage/DPA financing component of the project. The NFCLT is confident that this strategic partnership will result in successful development and subsequent sale, and long-term affordable stewardship of the three in-fill sites located at 1419 N E Street, 2300 W Jackson Street, A, and Spring Street.

Homebuilders Association of West Florida (HBA)

The HBA was founded in 1950 and is an affiliate organization of the Florida Home Builders Association and the National Home Builders Association. We have over 375 industry members who do business in Escambia and Santa Rosa counties. Every year the HBA selects a qualified member builder to construct a showcase home with combined resources, financial, and material donations of our members. The HBA has selected the following three experienced local Pensacola builders, and Keith Branch as the home designer for the three properties noted in the proposal. We have included the brief bios, and comparable projects below.

Amir Fooladi
ParsCo, LLC
700 North de Villiers, Pensacola 32501

Kyle McGee
Sunchase Construction
119 W. Garden St., Pensacola 32502

Shelby Johnson
Johnson Construction of Pensacola
6310 West Fairfield Dr.,Pensacola 32506

Keith Branch
President
Good Foundations, LLC
35 W Maxwell Street, Suite 158, Pensacola, FL 32502

ParsCo, LLC - Amir Fooladi

ParsCo has completed numerous residential projects ranging from high-end custom homes to smaller, affordable housing units. Most recently, ParsCo completed a Public-Private Partnership with the City of Pensacola in 2017 when awarded the Re-Development of the Former Blount School property. During negotiations with the City of Pensacola, ParsCo agreed to build and sell six (6) of the homes as affordable housing units for a sale price of $189,000.00. ParsCo worked with the Pensacola City Housing program to develop the City of Pensacola Home Buyer Incentive program that provided homebuyers the opportunity to purchase the homes once approved by the city staff.

Each completed home had a development schedule of 30 days to gain approval/permits and about 4-6 months for construction and Certificate of Occupancy.

The addresses of the homes completed by ParsCo that were sold for $189,000 were:

929 W. Gregory St.
959 W. Gregory St.
140 N. D Street
980 W. Chase St.
962 W. Chase St.
141 N C Street

As the President and CEO of ParsCo, LLC, Amir is responsible for all aspects required to manage a project successfully and oversees all operations and his staff of 15 employees. Amir has nearly 30 years and over $2 billion dollars of construction experience. He has successfully completed a wide variety of private and public-sector projects, including residential, commercial, restaurant, retail, high-rise condominium, hospitality, resorts, casino, office, medical, Historic renovations, and military/state/government projects. Amir began his career in construction in 1994 and went on to work for some of the largest General Contractors in the country before becoming a Certified General Contractor in Florida in 2004 and starting ParsCo in 2005. Amir is the past President of the Home Builders Association of West Florida (2023) and serves as an adjunct instructor at the University of West Florida in their Construction Management program.

Sunchase Companies - Kyle McGee

Education & Experience
Bachelor of Science in Finance and Management
2012 – 2015
Florida State University - College of Business

General Contractor License
Florida DBPR, Issued Nov 2017
Credential ID: CGC1525911

Real Estate Broker Associate
September 2016 – Present Levin Rinke Resort Realty, Inc

Sunchase Companies LLC
Founder and CEO
Oct 2017- Present

- Sunchase Property Group LLC
- Sunchase Construction LLC
- The Sunchase Team
- Sunchase Development LLC

Panhandle Developers LLC
Principal
November 2017-Present

Relevant Development
Residential Projects:

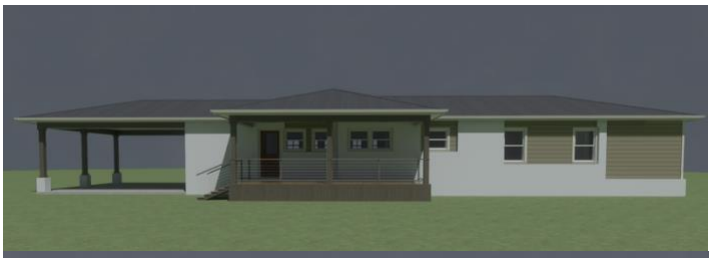
- Built over 100 homes since 2017, priced with first-time homebuyers in mind

Apartment Projects:

- Acquisition of a 90-unit affordable housing apartment portfolio in downtown Pensacola and execution of a comprehensive renovation plan for the three individual properties
- Acquisition of a 98-unit apartment complex in Baldwin County and execution of an extensive renovation plan

Notable local projects (reno/rehab):

- 315 W Lee St - renovation and addition of historic home, with the addition of a detached structure
- 410 S Palafox St - rebuild and renovation of a restaurant in the downtown district



William Shelby Johnson

Education & Experience
Bachelor of Science in Engineering Technology--Construction

General and Specialty Contractor (1994-Current)

- Effectively prepare and present detailed information to city and county planning / zoning commissions, Santa
- Rosa Island Authority, and citizens groups including homeowner's associations, realtors, and historical preservation review board.
- Strategically prioritize, plan, coordinate, and guide projects to ensure on-time, budget-compliant delivery while maintaining high quality standards.
- Contribute critical thinking and analytical skills in identifying and resolving various issues within projects to ensure a positive outcome for various parties concerns and interest.
- Apply advanced communication abilities toward establishing key relationships with elected officials, appointed officials, citizen groups, civil engineers, architects, and local builders groups.
- Successfully implement the Florida Building Codes on construction project ranging up to $1,200.000.00.
- Demonstrate leadership qualities and project management skills in overseeing all aspects of general construction and roofing projects.
- Successfully build top-performing personnel integral to supporting enterprise-wide operations by strategically recruiting and effectively interviewing, screening and testing candidates.
- Maximize human resource performance by conducting quarterly evaluations, clearly defining skill gaps, and providing expert recommendations on strategic training/professional development solutions.
- Actively mentor and motivate supervisors, playing an instrumental role in the development of top performing team members.
- Manage company finance and ensure that taxes, payroll, and insurances are paid on time and in full.
- Continuously available to clients and staff, listened to concerns, and applied common sense to solve problems.
- Manage a company with A+ Better Business Bureau Rating
- Mentor and provide employment opportunities to students in University of West Florida engineering students, and West Florida Vo-tech.

Professional Development/Training & Licenses
- Certified General Contractor - Florida
- Certified Roofing Contractor - Florida
- OSHA 30-hour Construction Safety and Health Card Holder
- OSHA 8-hour Masonry Supervisor Safety Card Holder
- EPA Certified Lead Paint Specialist
- Certified Equipment Operator
- Florida Green Home Designation Certified – Florida Solar Energy Center
- Hazardous Waste Awareness & Chemical Hazardous Communication – Florida Dep. Environmental Health Safety
- Certified Green Building Professional – National Home Builder Association

Professional Affiliations
Board Director

- Northwest Florida Home Builders Association
- EscaRosa Beekeepers Association
- Bill Hargreaves Rodeo (Raises funds for Ronald McDonald House)
- University Of Florida Extension
- Rotary

Member
- Construction Specifications Institute
- U.S. Green Building Council
- Florida Green Build Coalition
- National Home Builders Association
- National Roofing Contractors Association
- United States Navy League
- EscaRosa Beekeepers Association
- Scout Master, Boy Scouts of America

Teacher
- University of West Florida Construction Camps
- University of Florida Extension Beekeeping Classes

Good Foundations, Inc. - Keith Branch

Education

- Bachelor's of Design, Major in Architecture, 2002

Relevant Experience

- 2005-2006: Interplan, LLC (Orlando, FL) - commercial architecture firm specializing in corporate prototype rollout projects. Major client projects: Staples, Chick Fil-A, Miller's Ale House, AmSouth Bank, Sonny's BBQ
- 2006-2009: Bay Design Associates (Pensacola, FL) - local commercial architecture firm. Projects of note: 25 W Avery St (new construction, office/event space); 200 N Palafox St (Sole Inn & Suites), renovation of existing downtown motel, 9220 Pine Forest Road - Disaster Operations Control Center for Gulf Power/FPL.
- 2009-2014: HSA Consulting Group (Gulf Breeze, FL) - Traffic Technician; acquisition and processing of Traffic Characteristic Inventory counts for FDOT, District 3
- 2014-present Good Foundations, Inc.: Founder and President

Notable local projects (prototype development and rollout):

- Redfish Harbor - developed with aDoor Properties (75+ units)
- 4+ years developing starter home prototypes built in Navarre by Ramsey & Walker (approx. 200+ units)

Notable local projects (CRA):

- Corte De La Rua - 4-unit townhome structure developed with aDoor Properties
- 422 N C St; 428 N C St; 613 N B St; 615 N B St - developed with Better Opportunities Group and built by Grand Builders

Notable local projects (reno/rehab):

- 1315 E La Rua St - rehabilitation/renovation/addition (including structural rehab and repair), originally built in 1935
- 1100 E DeSoto St - rehabilitation/renovation/addition, originally built in 1913

Development Program and Intent

The intent for the Property is to develop single-family homes that range from 1,400 to 1,600 square feet designed for first-time homebuyers who are at or below 120% AMI in accordance with CRA Urban Design Overlay Standards. The conceptual plans are approximately 75% complete and still have some due diligence to complete regarding the building setbacks prior to finalizing the engineering for that build. Overall design concepts on both projects are complete, barring changes to comply with code and/or engineering requirements.

The working versions of the conceptional plans are enclosed in this response.

Marketing Experience, Approach, and Management for Project

For the NFCLT project and acquiring new properties, our marketing approach and management strategy are comprehensive and tailored to both the community and potential developers and homebuyers. The key staff who will be involved with the marketing, management, and stewardship of the NWFLCLT program are Sam Young, Quinn Luehring-Buerkett, and Betsy McDonald.

Community-Centric Marketing Approach:

- Engage with the local community through informational sessions and community outreach events to foster trust and transparency.
- Utilize targeted outreach efforts through digital media to reach underserved populations and ensure inclusivity in the acquisition process.
- Highlight the benefits of Northwest Florida Community Land Trust ownership, such as long-term affordability, community stewardship, and shared equity through digital media, website, press in the local media outlets, etc.

Developer Engagement and Collaboration:

- Cultivate relationships with developers, in this instance the HBA, who align with the mission and values of the NFCLT.
- Collaborate to ensure that new properties adhere to NFCLT principles, including affordability, sustainability, and community integration.
- Provide access to incentives and support for developers to participate in NFCLT projects, such as tax incentives, grants, or streamlined permitting processes.

Stewardship Plan for New Properties:

- Grow the existing Community Land Trust to a true tripartite committee with representation of NFCLT homeowners, community residents, and local stakeholders to engage meaningfully with the NFCLT.
- NFCLT staff, in collaboration with PHFH staff, works alongside each homebuyer to ensure completion of robust homebuyer education.
- NFCLT will send out a quarterly newsletter engaging with NFCLT homeowners in meaningful ways providing NFCLT information and reminders about various aspects of homeownership and owning a home in partnership with NFCLT

- PHFH created a Homeowner Hub, a resource for homeowners purchased through PHFH programs. We will include access for NFCLT homeowners. The hub provides an online, easily accessible resources for homeowners who are looking for support for a wide variety of topics (i.e. builders warranties, warranty request form, disaster supply kit, community resource guide, will and estate planning, etc.).

Experience in Managing New Developments and Infill Lots:

- Pensacola Habitat for Humanity has developed infill lots and large tract neighborhoods since 1981producing over 1,600 households, highlighting our track record of creating vibrant, sustainable communities.

Marketing Home Builds to Homebuyer Program Participants:

- Utilize a multi-channel marketing approach to reach potential homebuyers, including paid advertisements, social media campaigns, community outreach events, radio and TV campaigns, and word-of-mouth referrals from other community organizations.
- Tailor marketing materials to emphasize the unique benefits of NFCLT homeownership, such as affordable pricing, long-term affordability, and community support services.
- Collaborate with local real estate agents and housing organizations to expand our reach and attract a diverse pool of qualified applicants up to 120% AMI.
- Pensacola Habitat for Humanity (PHFH) will utilize existing infrastructure and staff support to accept, underwrite and approve qualified applicants. Upon application submission via the Programs Application Portal, the Pensacola Habitat Programs team will contact the applicant to clarify the options they qualify for.

Sam Young became the CEO of Pensacola Habitat for Humanity in 2020. Previously, he was President and CEO of a large health and wellness company in New Jersey. Aside from Pensacola Habitat for Humanity, Sam chairs the boards of the National Aviation Research & Technology Park and is past-Chair of Boys and Girls Club of Atlantic City. He has been recognized as a top board leader and Businessman of the Year. A retired Navy Captain, he served for 30 years on active and reserve duty, holding numerous senior leadership and command positions. Sam has also a graduate of Leadership Florida's Cornerstone Class 40 for 2022-2023. Under his leadership, Pensacola Habitat has more than doubled revenue, new home construction and expanded several of its key programs.

Quinn Luehring-Buerkett was born and raised in the suburbs of Chicago. She graduated from Southern Illinois University in Edwardsville, IL in 2015 with a bachelor's degree in mass communications. Her love and passion for nonprofit work began in 2015 with an organization focused on assisting homeless women and children in the Chicago suburbs. This position sparked a deeper mission for Quinn as she learned how great the need is for temporary shelter and permanent, affordable housing solutions. She moved to Florida in 2016, where she is now the Director of Marketing and Communications for Pensacola Habitat for Humanity and serves on the board of Family Promise of Escambia County. Quinn has a proven track record in increasing community engagement, fundraising for diverse missions, and promoting strong initiatives to improve communities.

Betsy McDonald is a lifetime resident of Northwest Florida and currently serves as the Director of Programs at Pensacola Habitat for Humanity. Betsy graduated from the University of West Florida in

2015 with her bachelor's degree in international relations and then in 2016 with her master's degree in political science. Betsy has worked for Habitat for Humanity at the affiliate level for 5 years. Betsy is a HUD Certified Housing Counselor and a Certified Aging in Place Specialist. She also serves as a member of the Affordable Housing Advisory Committee in Santa Rosa County, Valerie's House Community Engagement Council, Florida Housing Enterprise Board, and is an alumnus of Leadership Pensacola, class of 2024.

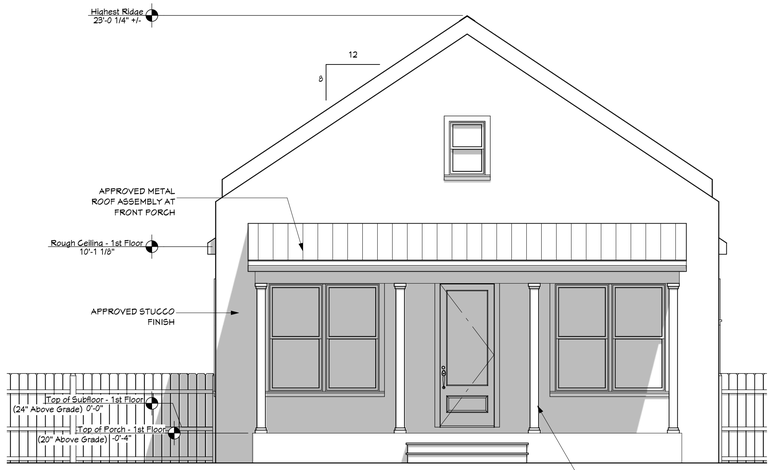
By leveraging our marketing experience, community engagement strategies, and proven track record in neighborhood development and stewardship with approved homeowners, we are confident in our ability to develop single family homes, manage them effectively, and market our home builds to potential buyers through various channels.

Project Timing

The HBAs construction timeline for all three projects is to begin immediately upon approval by the CRA and construction to be completed on or about Oct. 1, 2024.

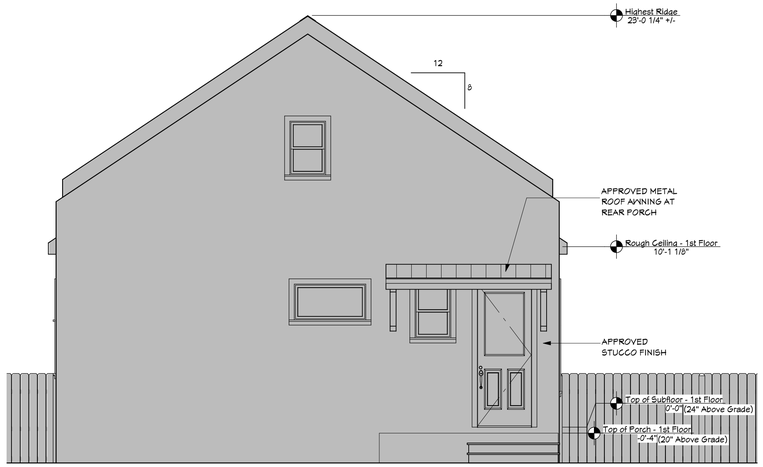
All financial details, to include the construction budget, will be provided if awarded.

PROPOSED RESIDENCE



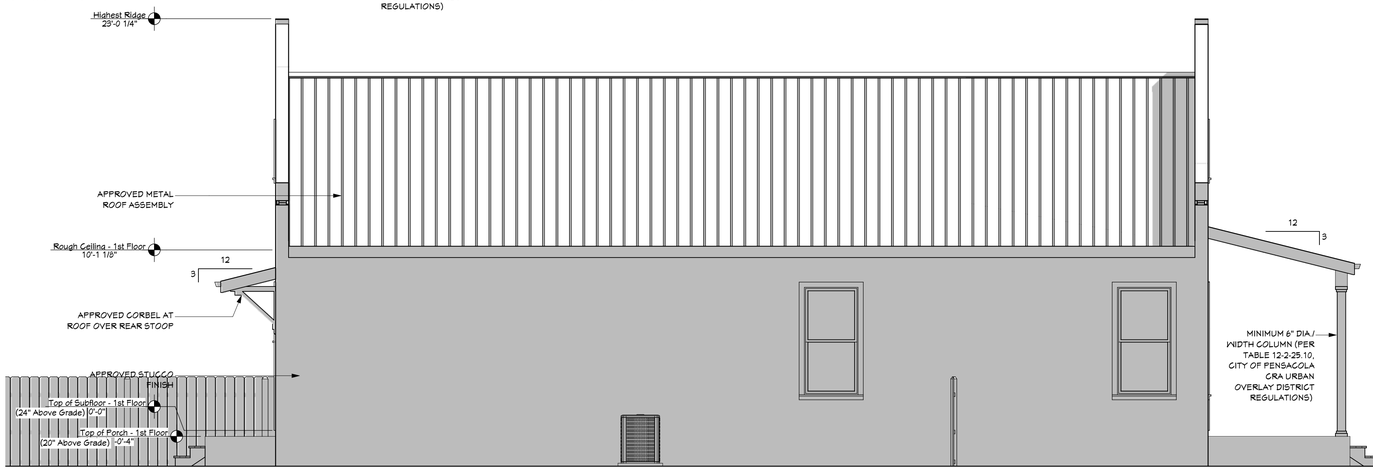
FRONT ELEVATION

SCALE: 1/4" = 1'-0"



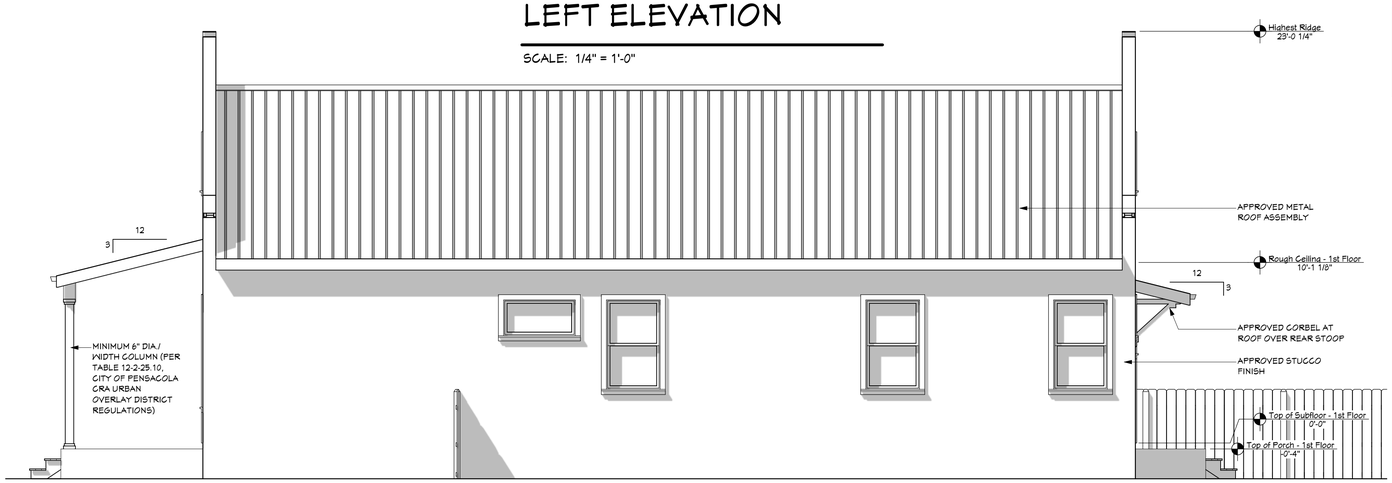
REAR ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

PARCEL INFORMATION & CALCULATIONS

ZONING DISTRICT:
COMMUNITY REDEVELOPMENT AREA (CRA) URBAN DESIGN OVERLAY DISTRICT (R-NCB)

FORM STANDARD FOR DEVELOPMENT:
TABLE 12-3-31.4 (SINGLE FAMILY DETACHED: R-NCB)

SETBACKS (TABLE 12-3-31.4):
FRONT = 8ft MIN./20ft MAX. / REAR = 25ft MIN. / SIDES = 5ft

PRIMARY FRONTAGE OCCUPATION:
28.53ft (Building Frontage) / 50.30ft (Parcel Width)
= 57% Frontage Occupation

FRONTAGE YARD TYPE (Table 12-3-31.9):
A: STANDARD YARD

FACADE TYPE (Table 12-3-31.10):
A: PORCH

FRONT YARD PERVIOUS AREA (Table 12-3-31.9):

FRONT YARD:	31.25ft x 20ft = 625sqft
IMPERVIOUS SURFACE:	
DRIVE:	10ft x 19ft = 190sqft
WALKWAY:	5ft x20ft = 100sqft
TOTAL:	= 290sqft

290sqft / 625sqft = 46.4% IMPERVIOUS AREA
-or- 63.6% PERVIOUS AREA

LOT COVERAGE (BUILDING ONLY):
1,724sqft / 6,286sqft = 27.4% LOT COVERAGE

WINDOWS/GLAZING (Sec. 12-2-25[G][10]):

GLAZING AREA: 82sqft
FRONT ELEVATION AREA: 294sqft
1ST FLOOR GLAZING: 82sqft / 294sqft = 27.8%

NOTE: FRONT ENTRY DOOR TO BE 3/4 LITE WITH MINIMUM 10sqft OF GLAZING

BUILDING AREAS

LIVING AREA -	1,499 SQ FT
PORCHES -	225 SQ FT
TOTAL UNDER ROOF -	**1,724 SQ FT**

GLAZING @ FRONT ELEVATION

SCALE: 1/4" = 1'-0"

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115 N SPRING ST PENSACOLA, FL

ESCAMBIA COUNTY

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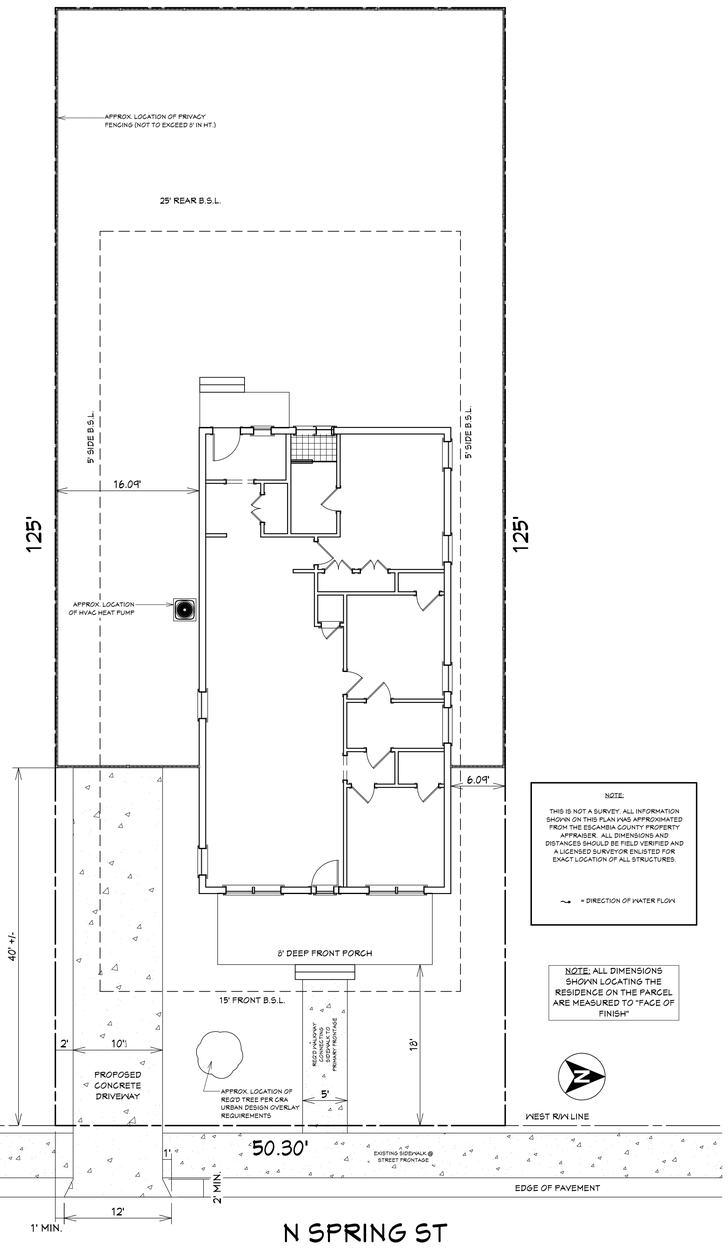
JOB #	24-0419
DRAWN BY:	KEB
DATE:	5/14/2024

A-1



NOTE:

THIS IS NOT A SURVEY. ALL INFORMATION SHOWN ON THIS PLAN WAS APPROXIMATED FROM THE ESCAMBIA COUNTY PROPERTY APPRAISER. ALL DIMENSIONS AND DISTANCES SHOULD BE FIELD VERIFIED AND A LICENSED SURVEYOR ENLISTED FOR EXACT LOCATION OF ALL STRUCTURES.

~ = DIRECTION OF WATER FLOW

NOTE: ALL DIMENSIONS SHOWN LOCATING THE RESIDENCE ON THE PARCEL ARE MEASURED TO "FACE OF FINISH"

SITE PLAN

SCALE: 1/8" = 1'-0"

FOUNDATION NOTES:

CONTRACTOR TO VERIFY ALL DIMENSIONS SHOWN COMPARED TO THOSE SHOWN ON FLOOR PLAN, FRAMING PLAN, TRUSS PLAN, ETC. PRIOR TO BEGINNING CONSTRUCTION. NOTIFY DESIGNER AND/OR ENGINEER IMMEDIATELY OF ANY DISCREPANCIES. DESIGNER AND/OR ENGINEER NOT RESPONSIBLE FOR ANY DELAYS OR EXTRA COST INCURRED FROM DISCREPANCIES WITH DIMENSIONS.

OWNER/BUILDER/DEVELOPER IS RESPONSIBLE FOR VERIFYING FINAL TRUSS DESIGN WITH THESE FOUNDATION REQUIREMENTS PRIOR TO CONSTRUCTION. OWNER/BUILDER/DEVELOPER MUST VERIFY ALL DIMENSIONS, TRUSS BEARING REQUIREMENTS, ETC. PRIOR TO CONSTRUCTION. NOTIFY DESIGNER AND/OR ENGINEER OF ANY DISCREPANCIES. COORDINATE FINAL TRUSS DESIGN WITH MILTON TRUSS COMPANY PRIOR TO CONSTRUCTION.

SEE ATTACHED ENGINEERING DETAIL SHEETS FOR FOUNDATION, FOOTING, SLAB, REINFORCEMENT, AND OTHER STRUCTURAL REQUIREMENTS. SEE ATTACHED ENGINEERING DETAIL SHEETS TO DETERMINE HOLD-DOWN HARDWARE AND LOCATION REQUIREMENTS PRIOR TO CONSTRUCTION. SEE ATTACHED ENGINEERING DETAILS FOR PRESSURE TREATED COLUMN HOLD-DOWN REQUIREMENTS.

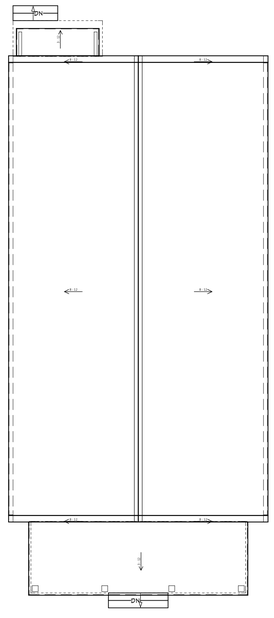
SEE ATTACHED HOME DESIGN SHEETS TO DETERMINE WINDOW AND DOOR OPENING LOCATIONS, WALL LOCATIONS, AND PLUMBING, HVAC, AND ELECTRICAL REQUIREMENTS. COORDINATE DOOR AND WINDOW OPENING LOCATIONS WITH ALL REQUIRED HOLD-DOWN LOCATIONS PRIOR TO CONSTRUCTION. ANY LOCATION INFORMATION ON THE FOUNDATION PLAN IS PROVIDED FOR REFERENCE PURPOSES ONLY. SEE ATTACHED HOME DESIGN SHEETS FOR ADDITIONAL DIMENSIONAL INFORMATION.

VERIFY LOCATIONS OF ALL REQUIRED CONDUITS IN SLAB FOR ELECTRICAL AND CONDENSATION LINES AS WELL AS ALL PLUMBING LOCATIONS PRIOR TO POURING CONCRETE. VERIFY LOCATIONS WITH FLOOR PLAN AND CONTRACTOR.

COORDINATE AND VERIFY ALL DIMENSIONS IN THE FIELD WITH OWNER PRIOR TO CONSTRUCTION. CONFIRM WITH OWNER ANY ADDITIONAL REQUIREMENTS NOT SHOWN ON THESE PLANS.

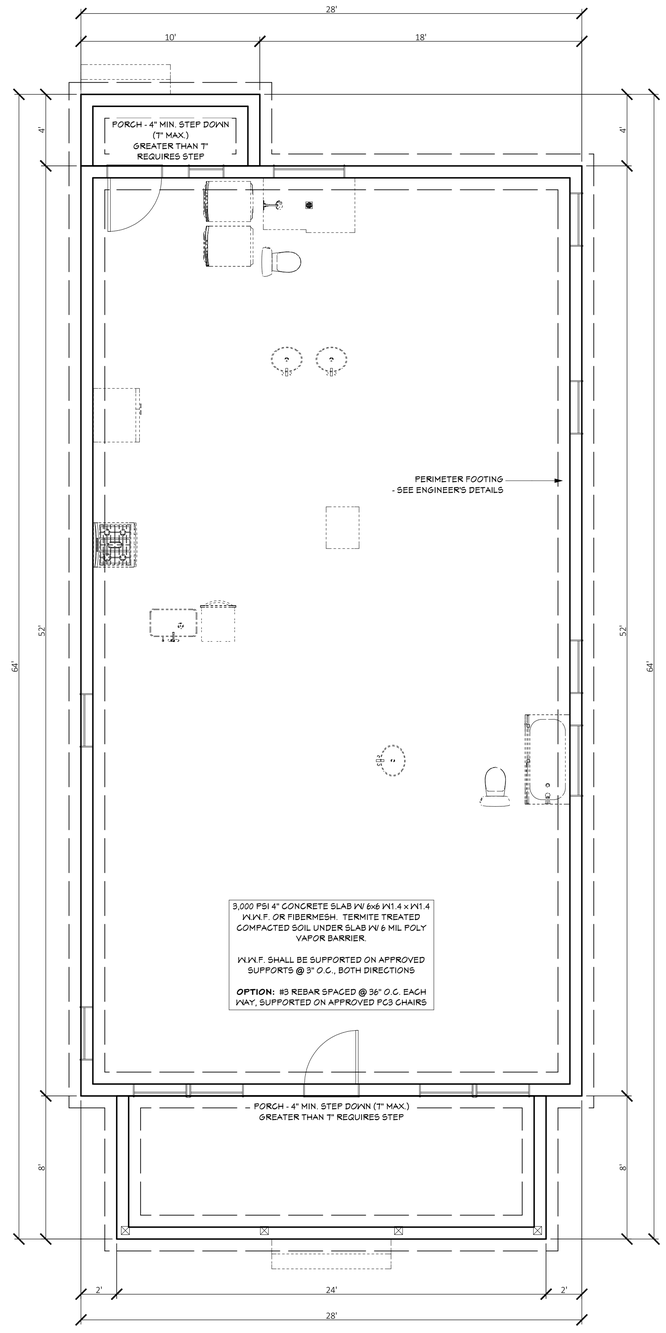
TYPICAL DIMENSIONS SHOWN ARE FROM FLOOR PLAN AND ARE BASED ON FRAMING DIMENSIONS. OUTSIDE OF FINISH WALL DIMENSIONS NOT SHOWN ON THIS SHEET.

VERIFY DIMENSIONS WITH OWNER PRIOR TO CONSTRUCTION TO ENSURE PROPER COORDINATION AND LOCATION OF STRUCTURE ON LOT TO ENSURE STRUCTURE DOES NOT ENCROACH INTO BUILDING SETBACK LIMITS.



ROOF PLAN

SCALE: 1/8" = 1'-0"



FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

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DRAWN BY:	KEB
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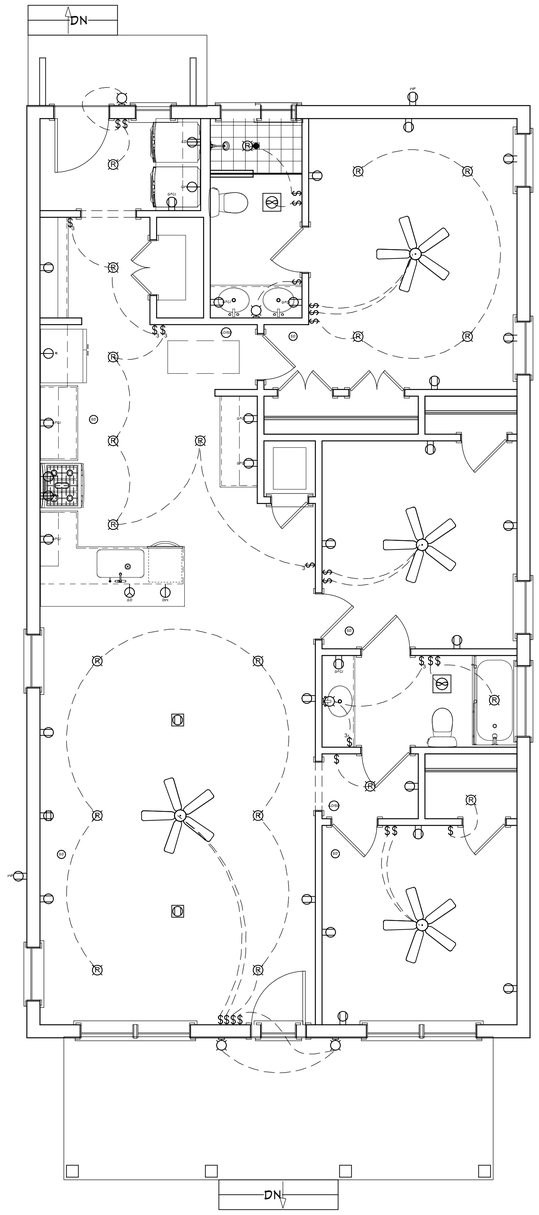
DOOR SCHEDULE **REFER TO OWNER/BUILDER FOR FINAL SPECIFICATIONS AND QUANTITIES**						
NUMBER	QTY	TYPE	SIZE	WIDTH	HEIGHT	COMMENTS
D01	3	DOUBLE HINGED	3068 L/R IN	36"	80"	
D02	1	HINGED	2680 R IN	30"	96"	
D03	1	HINGED	2468 L IN	28"	80"	
D04	2	HINGED	2668 L IN	30"	80"	
D05	2	HINGED	2668 R IN	30"	80"	
D06	2	HINGED	2868 L IN	32"	80"	
D07	1	HINGED	3080 R EX	36"	96"	
D08	1	HINGED	2050 L IN	24"	60"	HVAC CLOSET DOOR
D09	1	HINGED	3080 R EX	36"	96"	3/4 LITE W/ MIN. 10 SQFT GLAZING

WINDOW SCHEDULE **REFER TO OWNER/BUILDER FOR FINAL SPECIFICATIONS AND QUANTITIES**							
NUMBER	QTY	TYPE	SIZE	R/O	EGRESS	TEMPERED	COMMENTS
W01	2	SINGLE HUNG	3060SH	37"X73"	YES		
W02	3	SINGLE HUNG	3050SH	37"X61"	YES		
W03	2	FIXED GLASS	4020	49"X25"			
W05	2	MULLED UNIT	6260	75"X73"			
W06	3	SINGLE HUNG	2030SH	25"X37"		YES	

ELECTRICAL SCHEDULE **REFER TO OWNER/BUILDER FOR FINAL SPECIFICATIONS AND QUANTITIES**					
NUMBER	2D	QTY	ATTACHED TO	DESCRIPTION	COMMENTS
E01		1	CABINET	DISHWASHER RECEPTACLE	
E02		1	CABINET	GARBAGE DISPOSAL RECEPTACLE	
E03		4	CEILING	CEILING FAN W/ LIGHT	
E04	CO/SD	2	CEILING	CO/SMOKE DETECTOR	
E05		2	CEILING	EXHAUST FAN	
E06	R	20	CEILING	RECESSED DOWN LIGHT 6	
E07	SD	5	CEILING	SMOKE DETECTOR 3	
E08		2	FLOOR	DUPLEX FLOOR MOUNTED RECEPTACLE	
E09		1	WALL	CLOTHES DRYER RECEPTACLE	
E10		1	WALL	CLOTHES WASHER RECEPTACLE	
E11		19	WALL	DUPLEX RECEPTACLE	
E12		2	WALL	DUPLEX WEATHERPROOF RECEPTACLE, COVER	
E13		1	WALL	ELECTRIC RANGE RECEPTACLE	
E14		3	WALL	EXTERIOR LANTERN 2	
E15		8	WALL	GFCI RECEPTACLE	
E16		1	WALL	MICROWAVE RECEPTACLE	
E17		1	WALL	QUADRUPLEX RECEPTACLE	
E18		1	WALL	REFRIGERATOR RECEPTACLE	
E19		2	WALL	SCONCE 1	
E20		20	WALL	SINGLE POLE	
E21		6	WALL	THREE WAY	

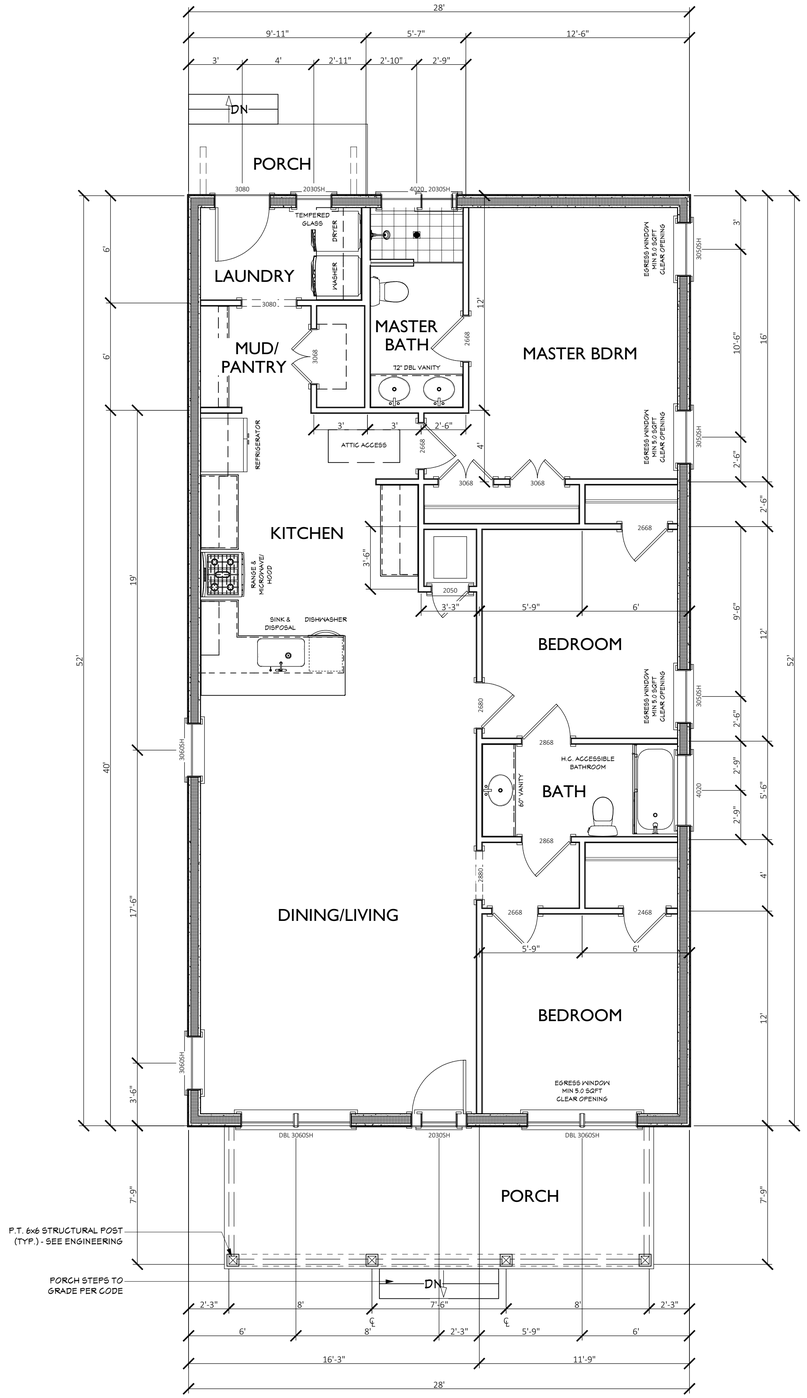
ELECTRICAL NOTES:
HOME OWNER SHALL DO A WALK-THRU WITH RELEVANT INSTALLERS TO VERIFY THE EXACT LOCATION FOR OUTLETS, LIGHTS, SWITCHES, CABLE, DATA, PHONE, AUDIO, ETC.

ELECTRICAL NOTES:
1. ELECTRICAL RECEPTACLES IN BATHROOMS, KITCHENS AND GARAGES SHALL BE G.F.I. OR G.F.I.C. PER NATIONAL ELECTRICAL CODE REQUIREMENTS.
2. PROVIDE ONE SMOKE DETECTOR IN EACH ROOM. IN ADDITION, PROVIDE ONE SMOKE DETECTOR AS WELL AS ONE CARBON MONOXIDE DETECTOR IN EACH CORRIDOR ACCESSING BEDROOMS AND/OR ANY MAIN HALLWAY. SMOKE DETECTORS SHALL BE HARD WIRED, INTERCONNECTED, AND HAVE BATTERY BACK UP.
3. CIRCUITS SHALL BE VERIFIED WITH HOME OWNER PRIOR TO WIRE INSTALLATION.
4. FINAL SWITCHES FOR TIMERS AND DIMMERS SHALL BE VERIFIED WITH HOME OWNER.
5. ELECTRICAL DIAGRAM IS SUGGESTIVE ONLY. CONSULT OWNERS FOR FURTHER INFORMATION ON TYPE, NUMBER, AND LOCATION OF ALL ELECTRICAL RELATED UNITS. FIXTURES TO BE SELECTED BY HOME OWNER.
6. WATER HEATER SHALL BE TANKLESS TYPE, SPECIFIED AND LOCATED BY CONTRACTOR.



ELECTRICAL PLAN

SCALE: 1/4" = 1'-0"



FLOOR PLAN

SCALE: 1/4" = 1'-0"

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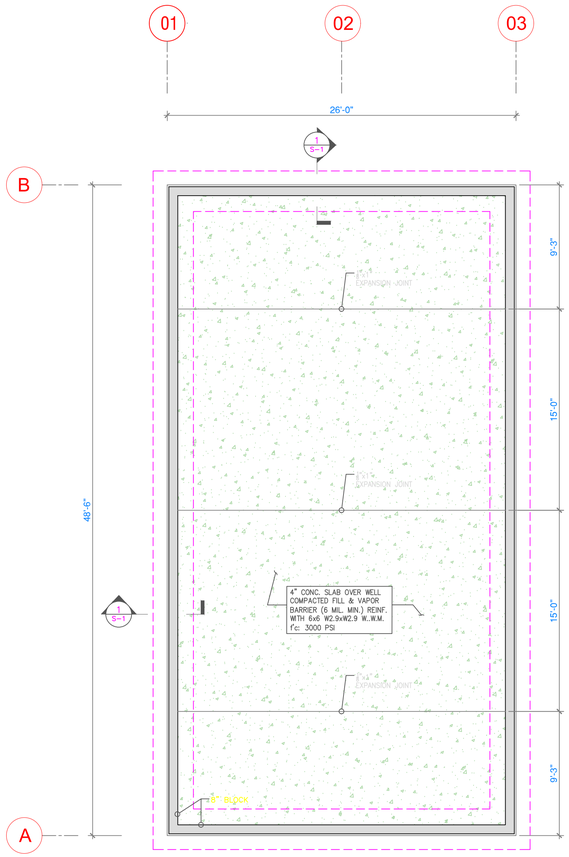
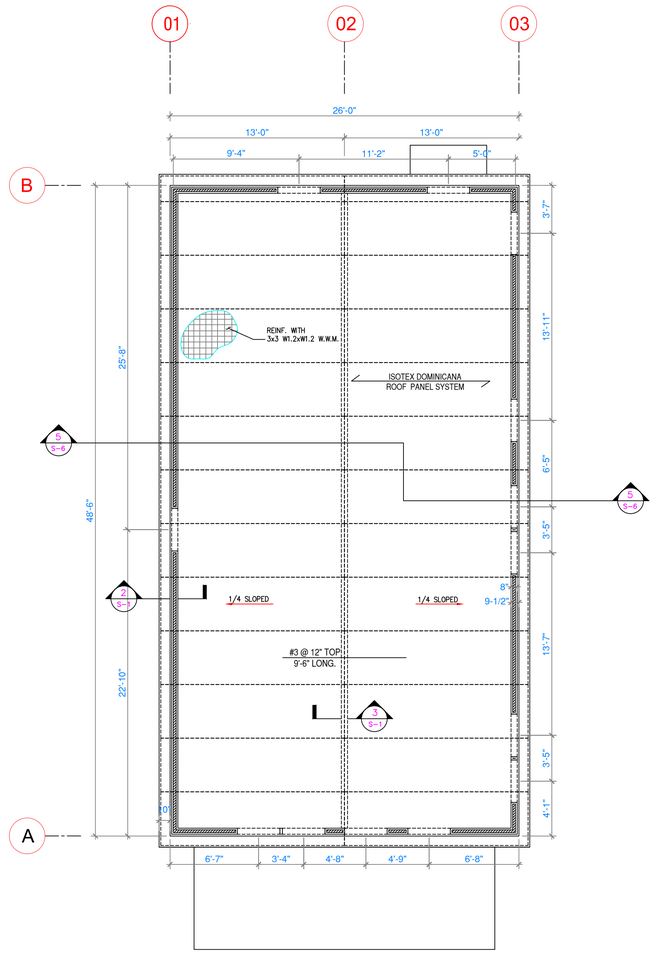
JOB #	24-0419
DRAWN BY:	KEB
DATE:	5/14/2024

A-3



FOUNDATION PLAN

SCALE: 3/16"=1'-0"



ROOF FLOOR FRAMING PLAN

SCALE: 3/16"=1'-0"

CONCRETE SLAB ON GRADE:

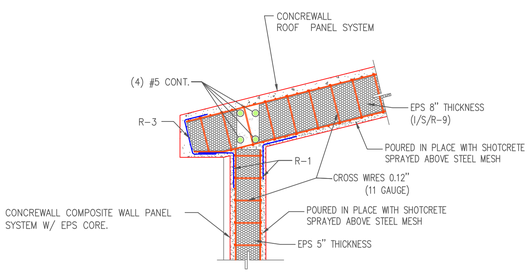
4" CONC. SLAB OVER 6 MIL VISQUEEN ON CLEAN FINE SAND FILL COMPACTED IN 12" LAYERS TO 95% OF THE STANDARD PROCTOR DENSITY TEST. SEE GEOTECHNICAL NOTE BELOW. REINFORCE W/ 6 X 6 W2.9 X W2.9 WELDED WIRE FABRIC, PLACED 1 1/2" FROM TOP OF SLAB.

TERMITE TREATMENT NOTE:

CONTRACTOR MUST PROVIDE TERMITE TREATMENT & FUMIGATOR CERTIFICATION REPORT. TERMITE TREATMENT OF SOILS UNDER SLAB ON GRADE SHALL BE PERFORMED BEFORE POURING SLAB. TERMITE PROTECTION SHALL BE PROVIDED BY REGISTERED TERMICIDES OR OTHER APPROVED METHODS OF TERMITE PROTECTION LABELED AS A PREVENTIVE TREATMENT TO NEW CONSTRUCTION.

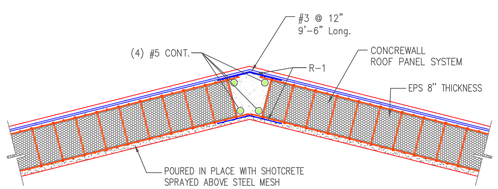
LEGEND:

- NEW CONC. FOOTING
- DENOTES NEW ISOTEX COMPOSITE WALL PANEL SYSTEM W/ EPS CORE.
- C / TC — DENOTES NEW CONCRETE TIE COLUMN/COLUMN, SEE SCHEDULE ON SHEET S-4
- DENOTES CONCRETE COLUMNS BELOW
- MWF — DENOTES NEW MONOLITHIC CONTINUOUS WALL FOOTING.
- TE — DENOTES THICKENED EDGE OF CONCRETE SLAB, SEE SCHEDULE ON SHEET S-4
- C.J. — DENOTES CONTROL JOINT
- SHADE AREA IN THIS SHEET DENOTES TOP CONC. SLAB ON GRADE BELOW ELEV. -0'-0"



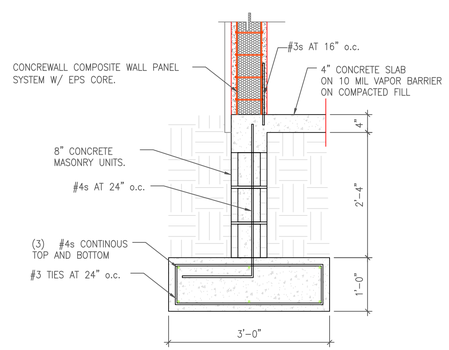
SECTION TYPICAL 2 / S-1

SCALE : 3/4" = 1'-0"



SECTION TYPICAL 3 / S-1

SCALE : 3/4" = 1'-0"

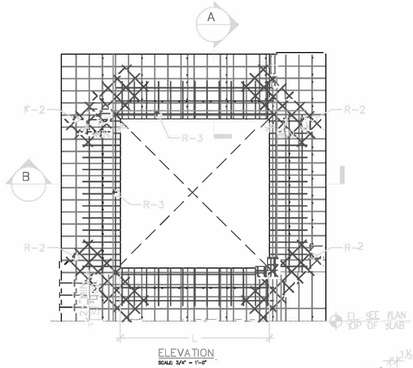


SECTION TYPICAL 1 / S-1

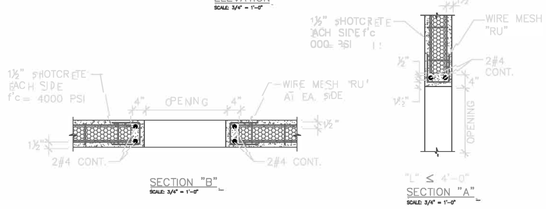
SCALE : 3/4" = 1'-0"

NOTES:

1. PROVIDE #5 BOTTOM CORNERS BARS AT ALL CONT. FOOTING INTERSECTIONS, EXTEND 30" INTO EACH FOOTINGS.
2. SEE SHEET S-4 FOR COLUMN SCHEDULE, BEAM SCHEDULE AND FOOTING SCHEDULE.
3. SEE SHEET S-0 FOR GENERAL NOTES.
4. CONTRACTOR MUST COORDINATE ALL DIMENSIONS WITH ARCHITECTURAL DRAWINGS.
5. COORDINATE ALL SLAB DROPS AND DEPRESSIONS WITH ARCHITECTURAL AND MECHANICAL DRAWINGS.
6. TOP OF SLAB ELEVATION = 0'-0" TYPICAL UNLESS NOTED OTHERWISE ON PLAN AS THUS
7. CONTRACTOR MUST NOTIFY ARCHITECT / ENGINEER PRIOR TO PROCEEDING WITH THE WORK ANY CONDITION DIFFERENT FROM WHAT IS SHOWN IN THESE PLANS AS ENCOUNTERED IN THE FIELD.
8. DIMENSIONS SHOWN SHALL BE FIELD-VERIFIED. ANY DISCREPANCIES SHALL BE NOTED AND THE ENGINEER OF RECORD NOTIFIED BEFORE CONTINUING WITH THE WORK.
9. PROVIDE #5 BOTTOM CORNERS BARS AT ALL CONT. THICKENED EDGE INTERSECTIONS, EXTEND 30" INTO EACH THICKENED EDGE SLAB



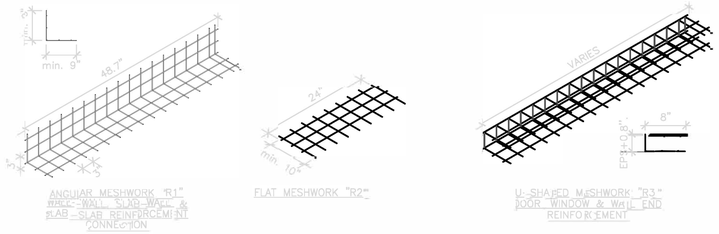
ELEVATION
SCALE: 3/4" = 1'-0"



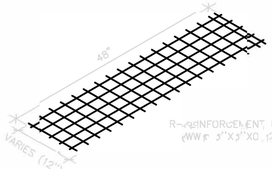
SECTION "B"
SCALE: 3/4" = 1'-0"

SECTION "A"
SCALE: 3/4" = 1'-0"

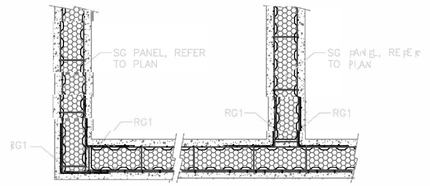
WINDOW/DOOR OPENING REINF. DETAIL
SCALE: N.T.S.



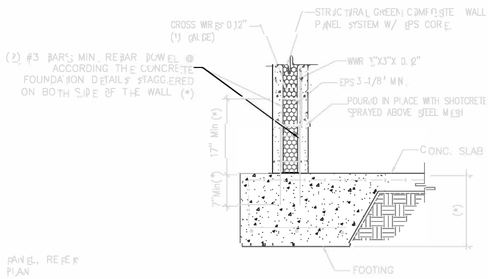
BRACING MESHWORK TYPICAL DETAIL
SCALE: N.T.S.



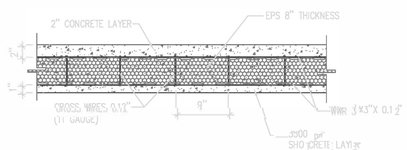
TYPICAL REINFORCEMENT DETAIL USED ON WALL PANEL ASSEMBLIES
SCALE: N.T.S.



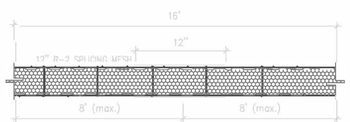
WALL PANEL JOINT DETAIL



TYPICAL CONCRETE FOUNDATION WITH ANCHOR DOWELS LAYOUT
SCALE: N.T.S.

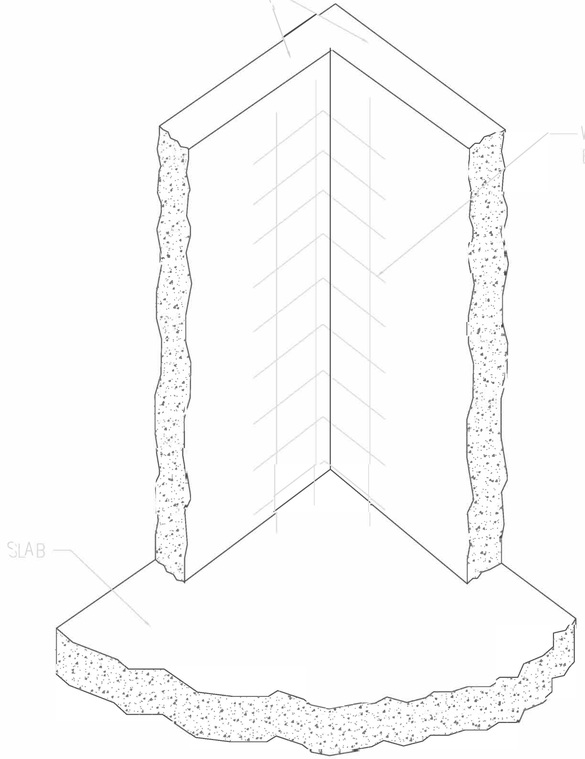


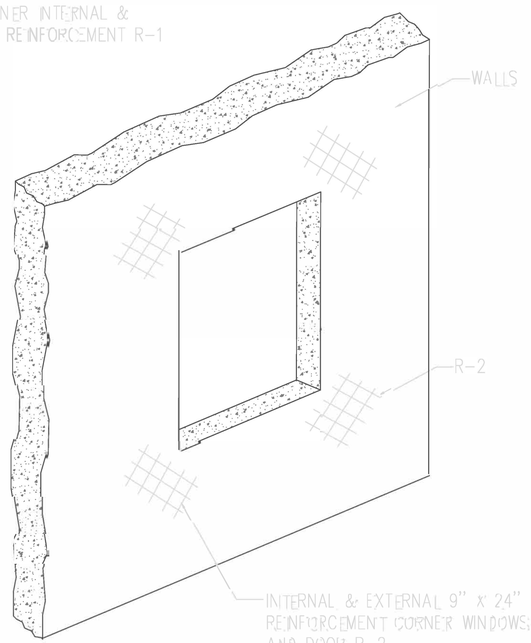
CONCREWALL COMPOSITE ROOF PANEL SYSTEM
SCALE: N.T.S.



SECTION VIEW OF TYPICAL SLAB ROOF REINF. JOINT DETAILS "C1"

*NOTES: MAXIMUM STANDARD SLAB ROOF PANEL DIMENSIONS IS 16'-0" X 12'-0". WHEN THE WALL EXCEED 12' OF LENGTH, WWR TYPE R-2 FLAT REINF. MESH OF 12 INCHES WIDE WILL BE INSTALLED ON BOTH SIDES OF THE PANELS IN THE ROOF EACH 8' UP TO A MAXIMUM OF 16' ACCORDING TO REINF. ROOF DETAILS "C1"





PROPOSED RENOVATION & ADDITION

FRONT ELEVATION

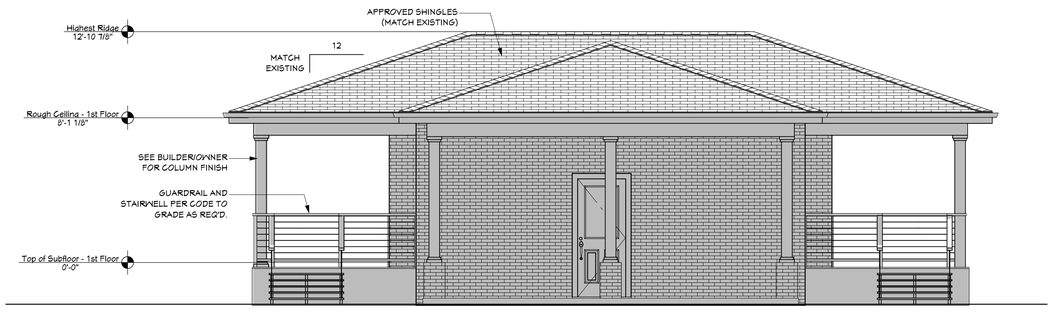
SCALE: 1/4" = 1'-0"

NEW CONSTRUCTION — EXISTING STRUCTURE

REAR ELEVATION

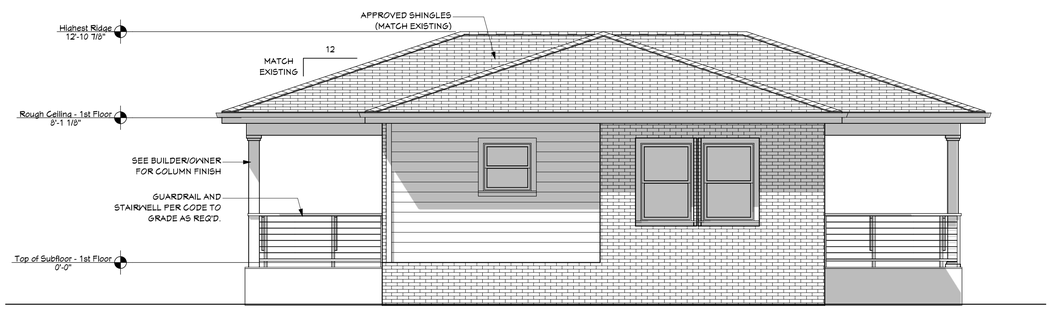
SCALE: 1/4" = 1'-0"

EXISTING STRUCTURE — NEW CONSTRUCTION



LEFT ELEVATION

SCALE: 1/4" = 1'-0"



NEW CONSTRUCTION — EXISTING STRUCTURE — NEW CONSTRUCTION

RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

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PREPARED FOR: JOHNSON CONSTRUCTION

PROPOSED RENOVATION AND ADDITION

1491 N E ST PENSACOLA, FL

ESCAMBIA COUNTY

NOTE:
CONTRACTOR/SUBCONTRACTOR TO VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO CONSTRUCTION. SOLE RESPONSIBILITY LIES WITH THE CONTRACTOR TO ENSURE ALL ASPECTS OF CONSTRUCTION COMPLY WITH BUILDING CODE REQUIREMENTS, INCLUDING BUT NOT LIMITED TO: HANDICAP ACCESSIBILITY, EGRESS REQUIREMENTS, STAIR CONSTRUCTION, AND ELECTRICAL AND PLUMBING REQUIREMENTS. DESIGNER IS NOT RESPONSIBLE FOR ANY CHANGES TO ORIGINAL DESIGNS.

JOB #	24-0516
DRAWN BY:	KEB
DATE:	5/17/2024

A-1

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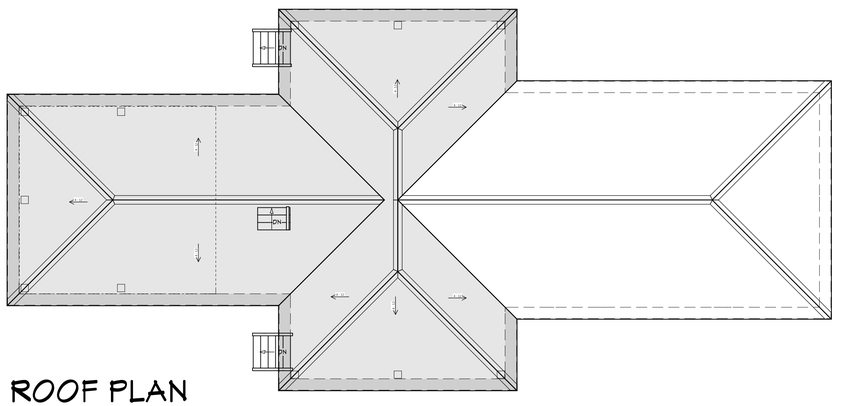


ROOF PLAN

SCALE: 1/8" = 1'-0"

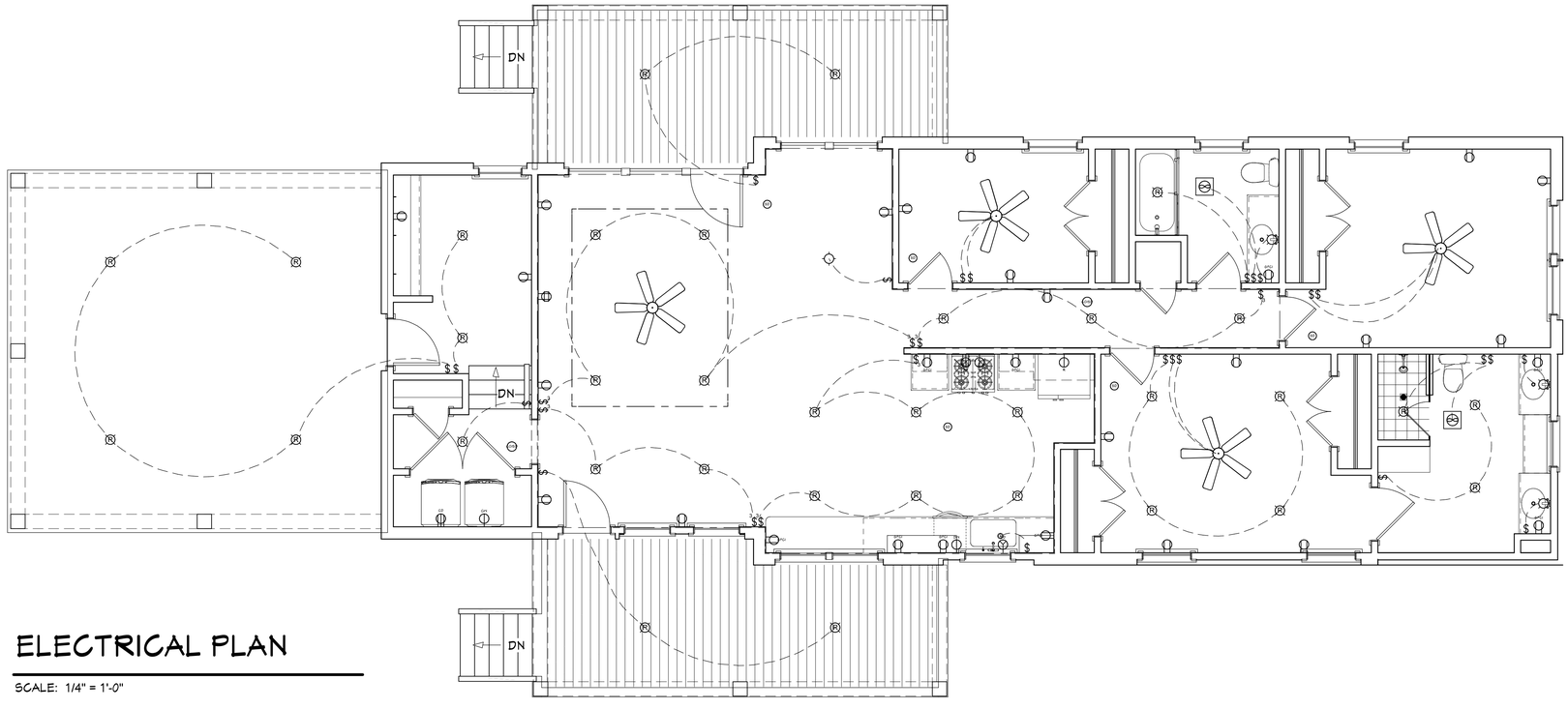
NOTE:
CONTRACTOR/SUBCONTRACTOR TO VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO CONSTRUCTION. SOLE RESPONSIBILITY LIES WITH THE CONTRACTOR TO ENSURE ALL ASPECTS OF CONSTRUCTION COMPLY WITH BUILDING CODE REQUIREMENTS, INCLUDING BUT NOT LIMITED TO: HANDICAP ACCESSIBILITY, EGRESS REQUIREMENTS, STAIR CONSTRUCTION, AND ELECTRICAL AND PLUMBING REQUIREMENTS. DESIGNER IS NOT RESPONSIBLE FOR ANY CHANGES TO ORIGINAL DESIGNS.

JOB #	24-0516
DRAWN BY:	KEB
DATE:	5/17/2024

A-2

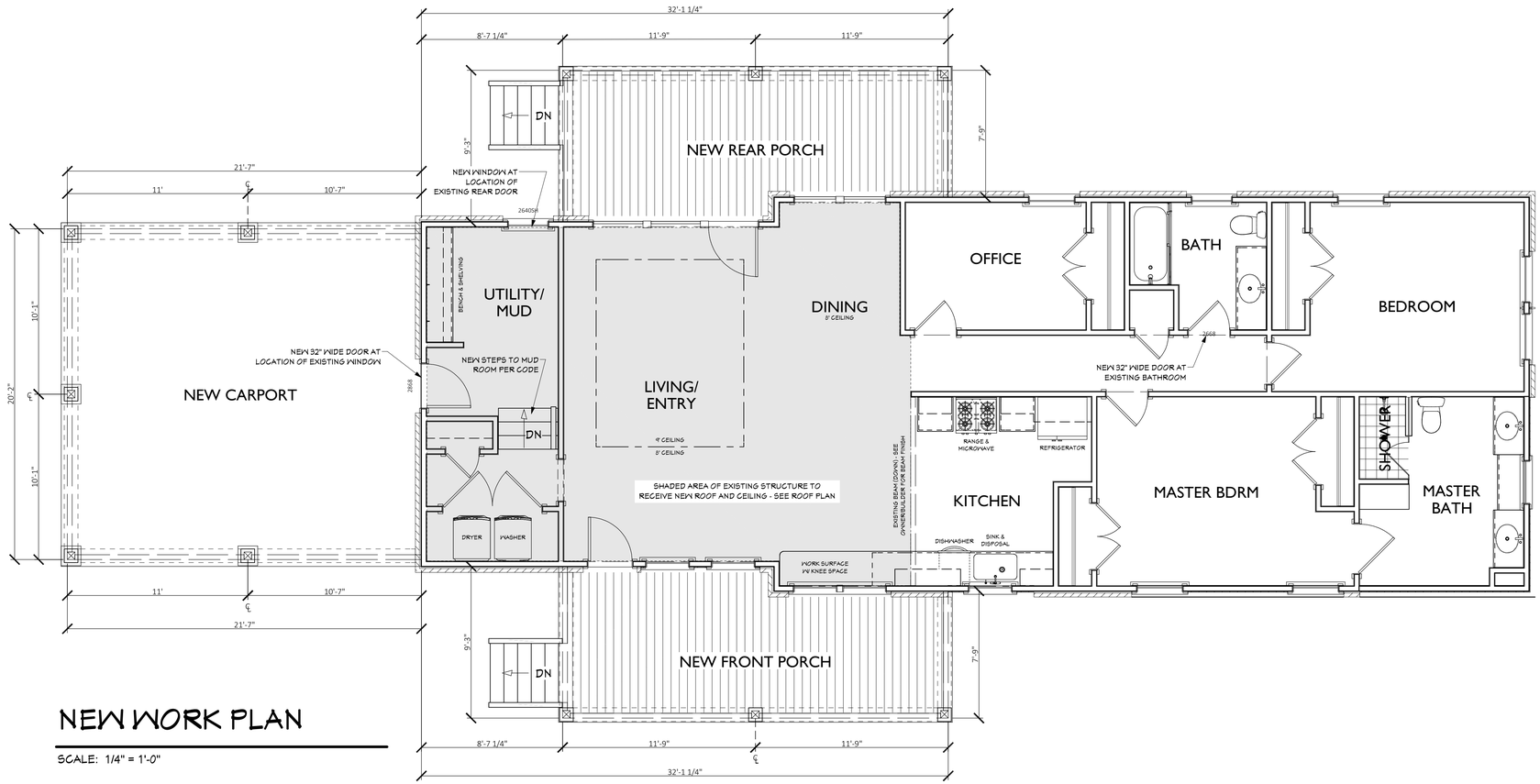
ELECTRICAL NOTES:
HOME OWNER SHALL DO A WALK-THRU WITH RELEVANT INSTALLERS TO VERIFY THE EXACT LOCATION FOR OUTLETS, LIGHTS, SWITCHES, CABLE, DATA, PHONE, AUDIO, ETC.

ELECTRICAL NOTES:
1. ELECTRICAL RECEPTACLES IN BATHROOMS, KITCHENS AND GARAGES SHALL BE G.F.I. OR G.F.I.C. PER NATIONAL ELECTRICAL CODE REQUIREMENTS.
2. PROVIDE ONE SMOKE DETECTOR IN EACH ROOM. IN ADDITION, PROVIDE ONE SMOKE DETECTOR AS WELL AS ONE CARBON MONOXIDE DETECTOR IN EACH CORRIDOR ACCESSING BEDROOMS AND/OR ANY MAIN HALLWAY. SMOKE DETECTORS SHALL BE HARD WIRED, INTERCONNECTED, AND HAVE BATTERY BACK UP.
3. CIRCUITS SHALL BE VERIFIED WITH HOME OWNER PRIOR TO WIRE INSTALLATION.
4. FINAL SWITCHES FOR TIMERS AND DIMMERS SHALL BE VERIFIED WITH HOME OWNER.
5. ELECTRICAL DIAGRAM IS SUGGESTIVE ONLY. CONSULT OWNERS FOR FURTHER INFORMATION ON TYPE, NUMBER, AND LOCATION OF ALL ELECTRICAL RELATED UNITS. FIXTURES TO BE SELECTED BY HOME OWNER.
6. WATER HEATER MAY BE TANK-LESS TYPE, SPECIFIED AND LOCATED BY CONTRACTOR.



ELECTRICAL PLAN

SCALE: 1/4" = 1'-0"



NEW WORK PLAN

SCALE: 1/4" = 1'-0"

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PREPARED FOR: **JOHNSON CONSTRUCTION**

PROPOSED RENOVATION AND ADDITION
1491 N E ST PENSACOLA, FL
ESCAMBIA COUNTY

NOTE:
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JOB #	24-0516
DRAWN BY:	KEB
DATE:	5/17/2024

A-3

File #: 24-497 Community Redevelopment Agency 6/10/2024

ACTION ITEM

SPONSOR: Jennifer Brahier - Chairperson

SUBJECT:

APPROVAL OF SHORT TERM LEASE AGREEMENT WITH HIXARDT TECHNOLOGIES, INC. FOR 101 W. MAIN STREET

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) approve a lease agreement with Hixardt Technologies, Inc. for the property located at 101 West Main Street for a period of 12 months, terminating on June 15, 2025, with month-to-month thereafter until terminated. Further, that the CRA recommend that the City Council ratify its approval of the lease agreement and authorize the short-term lease of the property. Further, that the CRA Chairperson be authorized to execute all necessary documents.

SUMMARY:

On September 30, 2023, the Community Redevelopment Agency (CRA) lease agreement with Pensacola Sports Association (PSA) for the property located at 101 West Main Street was terminated to allow the CRA to require the full rights of ownership necessary to redevelop the property without having to wait an additional three years for the Lease Agreement to expire. In October 2023, the parcel was advertised for short term lease and a potential tenant submitted a Letter of Intent to Lease in April 2024. If approved, the tenant would occupy the building on a short term basis (approximately one year) while the CRA proceeds with selection of a development partner and ultimately redevelopment.

PRIOR ACTION:

September 11, 2023 - The CRA approved the termination of Lease Agreement with Pensacola Sports Association

FUNDING:

N/A

FINANCIAL IMPACT:

Lease payments would be $4,500 per month for a minimum of 12 months. The first month of lease payments would be due to the listing agent. Tax revenue and TIF production would

occur through the payment of property taxes during the lease term.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Forte, Deputy City Administrator
Sherry Morris, Development Services Director
Victoria D'Angelo, CRA Division Manager
Amy Lovoy, Finance Director
Hilary Halford, CRA Division Assistant Manager

ATTACHMENTS:

1. Lease - 101 W. Main Street - final 5.31.2024

PRESENTATION: No

LEASE

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease"**) is made and entered into this _____ (the "**Effective Date**") by and between **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA** (hereinafter referred to as "**Lessor**") and **HIXARDT TECHNOLOGIES, INC**, a Florida for profit corporation (hereinafter referred to as "**Lessee**").

WITNESSETH:

WHEREAS, Lessee is the owner of that certain land (the "**Land**") and the building and other improvements situated on the Land (the "**Building**") located at 101 W Main Street, Pensacola, Florida 32502 and depicted in Exhibit "A" attached hereto and incorporated herein by reference (the Land, Building and such other improvements being referred to herein collectively as the "**Property**"); and

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, Lessor and Lessee hereby agree as follows:

Section 1. Recitals

The recitals set forth above are hereby acknowledged by Lessor and Lessee as true and correct and are incorporated into the body of this Agreement by this reference.

Section 2. Description of Leased Area

Upon the terms and subject to the conditions set forth in this Lease, Lessor, in exchange for the payment of rent and the performance of the promises made by Lessee in this Lease, leases to Lessee, and Lessee agrees to rent from Lessor the Building, consisting of approximately 5,156 square feet of rentable space, together with the non-exclusive right and easement for the use and enjoyment of the parking lots, drives, sidewalks and other areas on the Land (collectively, the "**Premises**"). For avoidance of doubt, the premises shall include the roll-up door storage located at the Property, as well.

Section 3. Term of Lease

(a) Lessee shall have the right to occupy and use the Premises for a term of 1 year, commencing on June 15, 2024 (the "**Commencement Date**") (the "**Initial Term**"). If the Commencement Date is not the first (1st) day of a month, then for purposes of determining the Initial Term the month in which this Lease commences shall not be counted and the Initial Term shall be considered to begin on the first (1st) day of the following month.

(b) Provided that Lessee is not in default under the terms and conditions of this Lease, Lessee upon expiration of the Initial Term shall have the option to rent month to month

("**Renewal Term**"), by providing written notice to Lessor of Lessee's desire to renew the Lease not less than 30 days prior to the expiration of the Initial Term. The Initial Term and the Renewal Term, if exercised, shall collectively be referred to herein, at times, as the "Lease Term." Following the Initial Term, the Lease shall be terminable by either party upon 30 days written notice to the other.

Section 4. Base Rent

(a) In exchange for Lessor's giving Lessee the right to use and occupy the Premises for the Lease Term, Lessee promises to pay Lessor "Base Rent" for each month of the Lease Term in the amounts set forth in Section 4(b) below, plus all applicable sales tax, payable in advance on or before the first (1st) day of each month at the office address of Lessor set forth in Section 25 below, and in addition thereto promises to pay Lessor at said address such amounts as may otherwise become due and payable to Lessor under this Lease, including without limitation, those amounts as determined under Section 5, Section 10, and Section 13. In the event the Commencement Date is not the first (1st) day of the calendar month, Rent shall be due and payable on the Commencement Date but shall be prorated for the number of days from the Commencement Date through the expiration of the first calendar month of the Lease Term.

(b) Lessee shall pay Lessor Base Rent in the amount of $4,500 per month, plus all applicable sales tax (3.5% as of June 1, 2024).

(c) If any payment of rent under this Section 4 is not received by the Lessor in good funds within fifteen (15) days after its due date, Lessee will pay Lessor a late charge of five percent (5%) of the amount due. From and after the fifteenth (15th) day after the due date, delinquent Rent shall accrue interest at twelve percent (12%) per annum. The term "Rent" shall include all payments and charges made or incurred pursuant to this Section 4 and all other additional rent or any other charges due from Lessee to Lessor under this Lease, including without limitation, applicable sales or use taxes, if any.

Section 5. Taxes

(a) **Real Property Taxes.** Lessor shall pay prior to delinquency all ad valorem property taxes assessed against the Land and Building during the Lease Term.

(b) **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Lessee contained in the Premises. When possible, Lessee shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said personal property shall be assessed with Lessor's real property, Lessee shall pay the taxes attributable to Lessee not less than ten (10) days prior to the delinquency date for payment of such taxes.

(c) **Sales Tax.** Lessee shall pay or reimburse to Lessor any sales or use tax imposed by applicable Florida law on the Base Rent or any other amounts due under this Lease.

Section 6. Use of Premises

(a) Lessee shall use the Premises for information technology company office space and uses ancillary thereto and for no other use without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion in compliance with all documents of record and all applicable laws, regulations, and ordinances.

(b) Lessee agrees not to commit or allow to be committed any nuisance or other act against public policy. Lessee agrees not to deface or damage the Premises in any manner or overload the floors of the Premises.

(c) Lessee agrees not to knowingly use or keep any substance or material in or about the Premises which may impair the insurance on the Building or increase the hazard of the insurance risk or which is offensive or annoying to other Lessees of the Building.

Section 7. Alterations

With the exception of improvements which are required to satisfy Lessee's obligations under Section 11 below which are made in strict accordance with the terms and conditions set forth in Section 11, Lessee shall make no exterior or interior alterations, changes or improvements in or to the Premises without the prior written approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. Any such alterations, changes or improvements so approved by Lessor, shall be made by Lessee at its sole cost and expense and shall be accomplished in accordance with the terms of this Lease and in a good and workmanlike manner in compliance with all applicable laws and building regulations. Lessee hereby completely and fully indemnifies Lessor against all mechanics' and materialmen's liens and other liens or claims which may arise in connection with the making of alterations, changes or improvements to the Premises; provided, however, that no person or party providing labor or materials with respect to such alterations, changes or improvements shall be entitled to claim any lien therefor upon the Property. Except as otherwise agreed by Lessor in writing, only the signage, furnishings, equipment, machinery and trade fixtures installed in the Premises by Lessee and paid for by Lessee shall remain the property of the Lessee and shall be removed by the Lessee upon the termination of this Lease; provided, however, that Lessee shall promptly repair all damage caused by the installation and removal thereof and provided further that Lessee shall have fully performed all of the covenants and agreements to be performed by Lessee under the provisions of this Lease. For clarity, the parties agree that Lessee shall have the ability to place a sign over the existing sign facing Main Street, subject in all respects to Section 42, Lessee Work Requirements or place one free standing sign perpendicular to the road as allowed by City code.

Section 8. Quiet Enjoyment

Lessor hereby covenants with Lessee that upon the performance by Lessee of the agreements herein set forth, Lessee may quietly hold and occupy the Premises without any interruption by Lessor or persons claiming through or under Lessor.

Section 9. Right to Entry

Lessee shall permit Lessor and Lessor's representatives and independent contractors at any time during usual business hours (or after hours if reasonably deemed necessary by Lessor) and without interfering with Lessee's business operations to enter the Building for the purpose of inspecting same, making repairs, removing alterations and additions not in conformity with this Lease, and exhibiting the property for sale, lease, appraisal, or mortgage. Lessee understands and agrees that the Land is currently listed for long-term lease and redevelopment, and to that end, and notwithstanding the foregoing, agrees Lessor and Lessor's invitees and other interested parties and contractors shall have access to at all times the Land, to inspect and investigate.

Section 10. Utilities and Janitorial Services

Lessee shall pay for all water, sewer, gas, heat, electricity (including without limitation electricity for exterior lighting), power, steam, telephone or other utilities and services supplied to the Premises, together with any taxes thereon. Lessee shall also be responsible for all janitorial services to the Premises.

Section 11. Possession and Maintenance

Lessee acknowledges that Lessee has inspected the said Premises and accepts it and all improvements, equipment and machinery in the condition that exists as of the date hereof with no obligation of the Lessor to make any improvements, repairs, or replacements thereto, other than Lessor shall remove all office furniture from the Premises prior to the Commencement Date. Lessee shall, at all times, keep the Premises (including the Property), which shall include but not be limited to all partitions, doors, flooring, fixtures, mechanical equipment, plumbing and electrical facilities, heating, ventilating, and air conditioning, parking lot, planted areas, landscaping, roof, foundation, and all interior and exterior (including all structural and non-structural elements) of the Premises, in good order, condition and repair with all appropriate maintenance and replacement as shall be necessary to comply herewith, and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital, or noncapital, or the fault or not the fault of Lessee its agents, employees, invitees, visitors, and contractors, all at Lessee's sole cost and expense. Notwithstanding the forgoing, if the repairs, maintenance or replacement costs exceed $10,000 in the aggregate, Lessee may, as an alternative to expending any funds over $10,000, elect to terminate this Lease by written notice to Lessor along with documentation reasonably demonstrating the costs for repairs, maintenance or replacements required under this Lease would exceed $10,000. In pursuance of this obligation of maintenance, Lessee agrees to cause the Property to comply with all laws and ordinances and all valid rules and regulations of any federal, state, municipal or other public authority having jurisdiction in the Premises and further agrees to make all repairs, restorations, and replacements as is necessary in connection with the same and in the same quality and class equal to the original work or installations, and to conduct its business in the Premises in all respects in a dignified manner and in accordance with high standards of business operation and in compliance with all applicable laws, regulations and ordinances.

Lessee shall provide written notice to Lessor prior to the performance by Lessee, Lessee's agents or contractors of any structural repairs, structural renovation and/or structural maintenance to the Premises, except as expressly set forth below. Such notice shall include a detailed description of the work contemplated. Lessee shall not perform, or cause to be performed, any such structural repair, renovation and/or maintenance without the prior written consent of Lessor, and, if such consent is granted, the structural repair, renovation and/or maintenance must be performed in accordance with the terms of Lessor's consent, provided, however, that the foregoing shall not require Lessee to obtain prior consent in the event repair or maintenance is immediately required to preserve the Premises and/or to ensure that Lessee's business is not disrupted and in such an event, Lessee shall provide Lessor with notice of the repair or maintenance as soon as reasonably possible.

Lessee shall indemnify, defend, and hold harmless Lessor from and against any and all claims or liability arising from the performance of the repair, renovation, and/or maintenance described above. This indemnity shall include, but not be limited to, claims or liabilities asserted against Lessor based upon negligence, strict liability or other liability by operation of law to any third party or government entity, and all costs, attorney's fees, expenses, and liabilities incurred by Lessor in the defense of any such claim. Lessor shall defend any such claim at Lessee's expense by counsel selected or approved by Lessor.

Should Lessee fail to perform any of its obligations under this Section 11 for a period of twenty (20) days after written notice from Lessor, the Lessor shall have the right, but not the obligation, in addition to and without waiving its rights under Section 20 below, to enter onto the Premises and perform such obligations and assess the cost thereof to Lessee, which cost will accrue interest at nine percent (9%) per annum until paid.

Section 12. Force Majeure

All time deadlines in this Lease are subject to extension for delays caused by force majeure. The term "force majeure" as used in this Lease shall include acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, riots, acts of armed forces, epidemics, delays by carriers, inability to obtain materials, acts of public authorities, and any other causes, whether or not enumerated in this Section 12, which causes are beyond the control of the party required to perform.

Section 13. Liability, Indemnity and Insurance

(a) **Lessee's Liability Insurance.** Lessee shall maintain public liability and property damage insurance with liability limits of One Million Dollars ($1,000,000.00) per occurrence and Five Million Dollars ($5,000,000.00) in the aggregate insuring against claims for bodily injury, death or property damage occurring in or upon the Building or the Land and shall name Lessor as an additional insured thereunder. Not more frequently than during each year of the Lease Term, if, in the opinion of Lessor's insurance broker, the amount of public liability and property damage insurance coverage required to be maintained by Lessee at that time is not adequate, Lessor may by written notice to Lessee increase the amount of insurance coverage

required to be maintained by Lessee to the amount determined by Lessor's insurance broker to be adequate.

(b) **Evidence of Insurance**. Upon Lessor's request from time to time, Lessee shall provide to Lessor satisfactory evidence of the insurance required to be maintained by Lessee hereunder. All insurance required to be maintained by Lessee shall be primary and non-contributory and shall be on terms and with insurers reasonably acceptable to Lessor. Each policy of liability insurance shall include Lessor, all mortgagees and lenders of Lessor, and others Lessor may from time to time designate as additional insureds. Each policy of property insurance shall contain a waiver by the insurer of any rights of subrogation or indemnity or any other claim to which the insurer might otherwise be entitled against Lessor, or its agents, officials, or employees. Each policy of insurance shall contain an endorsement which provides an undertaking by the insurer that no material change adverse to Lessor or Lessee will be made, and the policy will not lapse or be cancelled, except after not less than thirty (30) days' notice to Lessor of the intended change, lapse or cancellation. Lessee shall furnish to Lessor, if and whenever requested by it, copies of policies, policy endorsements, certificates or other evidences acceptable to Lessor as to the insurance from time to time effected by Lessee and its renewal or continuation in force.

Section 14. Liens

Notwithstanding any contrary provision in this Lease, the interest of Lessor in the Building, Premises and Land shall not be subject to statutory construction liens arising by reason of improvements made by Lessee, and Lessee shall have no authority to create liens for labor or material on or against Lessor's interest in the Building, Premises or Land. Lessee agrees to notify any materialman, supplier, contractor, mechanic or laborer involved with work on the Building, Premises or Land at Lessee's request that he must look only to Lessee for payment and that Lessee has no authority whatsoever to bind Lessor or Lessor's property interests.

Section 15. Damage by Fire or Other Casualty

(a) If the Building or the Premises are damaged to such extent that rebuilding to substantially the same condition which existed prior to the damage cannot reasonably be completed substantially within 30 working days after Lessor's receipt of written notification by Lessee of the damage, and Lessee is unable to use the Building or Premises by reason of such damage or destruction, then this Lease may be terminated by either Lessor or Lessee by such party giving written notice of termination to the other party, and, in such event, the rent shall be abated as of the date of the occurrence of such damage for the unexpired portion of the Lease Term and any and all insurance proceeds, including without limitation, insurance proceeds, together with applicable deductibles, shall be paid to Lessor. Notwithstanding the foregoing, Lessee shall not be entitled to an abatement of Rent nor shall Lessee be entitled to terminate this Lease if the casualty is due to a Default by Lessee hereunder.

Section 16. Eminent Domain

(a) In the event that the Premises, the Building, the parking lot or the Land or any part thereof are taken for any public or quasi-public use by condemnation or by right of

eminent domain, or purchase in avoidance or settlement of a condemnation or eminent domain proceeding, Lessor and Lessee agree as follows:

(1) If all or such part of the Premises, the Building, the parking lot or the Land are taken so as to render the Premises unsuitable, in Lessee's good faith judgment, for the business of the Lessee, then this Lease shall be deemed canceled as of the date of taking, and rent shall abate as of the date of taking.

(2) In the event of a partial taking of the Premises, the Building, the parking lot or the Land that substantially impacts Lessee's use of the Premises, a fair and just proportion of the rent shall abate as of the date of taking. Further, in the event of such a partial taking, either Lessor or Lessee may cancel this Lease, by giving written notice to the other within thirty (30) days after the occurrence of such partial taking. If neither Lessor nor Lessee elects to so terminate this Lease, Lessor shall repair the Premises remaining after the taking, and the rent shall continue at the aforementioned reduced rate.

(3) In the event of a partial taking of the Premises, the Building, the parking or the Land that does not substantially impact Lessee's use of the Premises, neither party shall be entitled to terminate this Lease. Lessor shall repair the Premises remaining after the taking, and the rent shall continue without abatement, in whole or in part.

(4) Lessor shall be entitled to receive all such sums as may be awarded by the court, except sums paid to satisfy any claims for specific business losses made by Lessee.

Section 17. Subordination

This Lease shall automatically be subordinate to any mortgage presently existing or hereafter made on the Building (including the land and/or the improvements thereon) and to any renewal, extension, or replacement of said mortgage lien. Within ten (10) days after receipt, Lessee covenants to execute any agreement requested by any mortgagee to evidence the agreements of this Section which is reasonably acceptable to Lessee's attorney and which provides that so long as the Lessee is not in default hereunder, its quiet enjoyment of the Premises will not be disturbed. Lessee further covenants to execute such certificates and otherwise provide such assurances regarding this Lease as Lessor shall reasonably request in connection with any mortgage; provided, however, that Lessee shall be bound by this covenant only if all of the provisions of any such certificate or assurance are true and accurate. Lessee shall be responsible for its own attorneys' fees in reviewing any agreement or certificate provided for in this section.

Section 18. Assignment and Subletting

Lessee shall not assign any interest in this Lease (whether by sale of assets, merger, consolidation, or otherwise, or by sale or disposition of control or beneficial ownership of Lessee if Lessee is a corporation, partnership, limited liability company, professional association, or some other entity) and/or mortgage or encumber the Premises without first having obtained the prior written consent of Lessor, which consent may be given or withheld in Lessor's sole and absolute

discretion, and any such assignment or mortgage or encumbrance made without Lessor's consent shall be void and, at the option of Lessor, shall terminate this Lease. Lessee shall not sublet the Premises or any part thereof without the prior written consent of Lessor, which consent may be given or withheld in Lessor's sole and absolute discretion, and any such sublease made without Lessor's consent shall be void and, at the option of Lessor, shall terminate this Lease.

Section 19. Insolvency or Bankruptcy

(a) Any assignment by Lessee for the benefit of creditors or by operation of law shall not be effective to transfer any rights under this Lease to the assignee, without the prior written consent of Lessor.

(b) If at any time during the Lease Term there shall be filed by or against Lessee in any court, pursuant to any statute either of the United States or any state, a petition in bankruptcy or insolvency or for reorganization or for appointment of a receiver or trustee of all or a portion of Lessee's property, or if Lessee makes an assignment for the benefit of creditors, then Lessee shall be deemed to have breached this Lease. In such an event, Lessor shall have the option to cancel and terminate this Lease with or without notice. If Lessor exercises its option to cancel and terminates this Lease, neither Lessee nor any person claiming through or under Lessee shall be entitled to possession or to remain in possession of the Premises but shall forthwith quit and surrender the Premises.

Section 20. Defaults and Remedies

(a) Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

(1) The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, provided that such non-payment shall not be an event of default if Lessee pays the full amount due within fifteen (15) days after written notice from Lessor;

(2) The failure of Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, other than described in subparagraph (a) above, where such failure shall continue for a period of twenty (20) days after written notice thereof from Lessor to Lessee; provided however, that if the nature of Lessee's default is such that more than twenty (20) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said twenty (20) day period and thereafter diligently pursues such cure to completion, provided that in no event shall the cure period exceed sixty (60) days;

(3) The making by Lessee of any general assignment for the benefit of creditors;

(4) The filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within ninety (90) days);

(5) The appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease;

(b) Remedies. In the event of any such default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand (except as specified in subsection 20(a) above) and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

(1) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default; including but not limited to the cost of recovering possession of the Premises; expenses of re-letting, including necessary renovation and alteration of the Premises, reasonable attorney's fees and any real estate commission actually paid; and the worth at the time of award by the court having jurisdiction thereof of (i) the unpaid rent which had been earned at the time of termination, (ii) the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss for the same period which the Lessee proves could have been reasonably avoided, and (iii) the amount by which the unpaid rent for the balance of the Lease term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided. The worth at the time of award of the sums referred to in clauses (i) and (ii) above, shall be computed by allowing interest from the due date at the legal rate applicable to money judgments entered by the courts of the State of Florida. The worth at the time of award of the amount referred to in clause (iii) above shall be computed by discounting such amount at a reasonable discount rate based upon the circumstances existing at the time of the award. As used herein rent shall include charges equivalent to rent.

(2) Maintain Lessee's right to possession, in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Premises. In such event Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(3) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the state where the Premises are located, including any right or remedy available to a creditor under the Florida Uniform Commercial Code.

Section 21. Fixtures and Personal Property

Lessee shall have the right to install office furniture and fixtures and machinery and equipment necessary or convenient to the use permitted under Section 6, all of which shall remain the property of Lessee, but if any damage results to the Premises by reason of installation or removal of such office furniture, office fixtures and machinery and equipment, Lessee shall repair the same at its own expense prior to the expiration of the Lease term and immediately upon quitting the Premises.

All personal property and fixtures placed or moved on the Premises shall be at risk of Lessee or the owner of said property, and Lessor shall not be liable to Lessee for any damage to said property, or for any damage arising from the bursting of or leaking of water pipes or from any act of negligence of any co-Lessee or other occupants of the Building, or of any other person whomsoever.

In the event that Lessor consents as required under Section 7 to any alterations, additions, and improvements to the Premises, then, subject to the provisions of Section 7, all such alterations, additions, and improvements shall immediately become and remain part of the Building and the property of the Lessor; provided, however, that as a condition to granting its consent as required under Section 7, Lessor may require that, upon the vacating of the Premises by Lessee, any such alterations, additions, and improvements shall be removed by Lessee and the Premises restored.

Section 22. Limitation of Liability

Notwithstanding anything to the contrary contained in this Lease, the liability of Lessor (and of any successor or assign of Lessor) to Lessee (or any person or entity claiming by, through or under Lessee) shall be limited to the interest of Lessor in the Building and the Premises. Lessee shall look solely to Lessor's interest in the Building and the Premises for the recovery of any judgment or award against Lessor. Neither Lessor nor any of its affiliates, subsidiaries, members, principals, beneficiaries, partners, officers, directors, shareholders, employees, mortgagee(s) and agents shall be personally liable for any judgment or deficiency.

Section 23. Waiver of Subrogation

Lessor and Lessee each waive any claim against the other for property damage to the extent that such claim is covered by valid and collectible insurance carried for the benefit of the party entitled to make such claims and provided that the insurer pays such claim. Further, each policy of property damage insurance maintained by either party shall include a waiver of subrogation endorsement.

Section 24. Surrender of Possession

Lessee agrees to vacate and surrender to Lessor possession of the Premises at the expiration or termination of this Lease, by lapse of time or otherwise, in as good a condition as when Lessee occupied the same at the commencement of the Lease Term, excepting only ordinary wear and tear and decay, or damage by the elements (occurring without the fault of Lessee or other persons permitted by Lessee to occupy or enter the Premises or any part thereof) or loss or damage by force majeure.

Section 25. Demands and Other Instruments

All notices, demands, requests, consents and other instruments required or permitted to be given pursuant to the term of this Lease shall be in writing and shall be personally delivered, sent by Federal Express or other overnight or same day courier service providing a return receipt, or mailed by first-class registered or certified mail, return receipt requested, postage prepaid (and shall be effective when received, when refused or when the same cannot be delivered, as evidenced on the return receipt):

Lessor: Community Redevelopment Agency
Attn: Victoria D'Angelo
222 W Main Street
Pensacola, Florida 32502

Lessee: Hixardt Technologies, Inc.
Attn: Michael E. Hicks, Jr.
264 S F Street
Pensacola, FL 32502

or at such other address in the United States as Lessor or Lessee may from time to time designate in writing and deliver to the other party.

Section 26. Intentionally Deleted

Section 27. Severability

If under present or future laws effective during the term of this Lease any clause or provision of this Lease is invalid or unenforceable, it is the intent of the parties that the remaining provisions of this Lease shall not be affected thereby. The captions of the paragraphs are added as a matter of convenience only and shall not be considered in construing any provisions of this Lease. The words, "Lessor" and "Lessee," and the words, "it" or "its," used with reference to the Lessor and Lessee, shall apply to individuals (male or female), partnerships, firms, associations and corporations, whichever is appropriate.

Section 28. Amendment or Modification

Lessee acknowledges and agrees that it has not relied upon any statement, representation or Agreement made by Lessor or any of its agents or representatives except as are expressed in this written Agreement and that no amendment, modification or extension of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

Section 29. Successors

All terms, conditions and agreements to be kept and performed by the parties hereto shall be applicable to and binding upon their respective heirs, personal representatives, successors and assigns.

Section 30. Radon Gas

Lessor notifies Lessee as follows: "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."

Section 31. Hazardous Materials

(a) Lessee shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept or used in or about the Premises or the Building by Lessee, its agents, principals, employees, assigns, sublessees, contractors, consultants or invitees without the prior written consent of Lessor, which consent may be withheld for any reason whatsoever or for no reason at all. If Lessee breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Premises or around the Building caused by Lessee or the aforesaid others results in (a) any contamination of the Premises, the Building, the surrounding area(s), the soil or surface or ground water or (b) loss or damage to person(s) or property, or if contamination of the Premises or the Building or the surrounding area(s) by Hazardous Material otherwise occurs for which Lessee is legally liable or responsible to Lessor (or any party claiming by, through or under Lessor) for damages, losses, costs or expenses resulting therefrom, then Lessee shall fully and completely indemnify, defend and hold harmless Lessor (or any party claiming by, through or under Lessor) from any and all claims, judgments, damages, penalties, fines, costs liabilities or losses suffered or incurred by Lessor as a result thereof, including without limitation: (i) diminution in the value of the Premises and/or the Building and/or the Land; (ii) damages for the loss or restriction on use of rentable or usable space in the Premises, the Building or the Land; and (iii) any sums reasonably paid in settlement of claims, reasonable attorneys' and paralegals' fees (whether incurred in court, out of court, on appeal or in bankruptcy or administrative proceedings), consultants fees, and expert fees which arise during or after the Lease Term as a consequence of such contamination. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation or site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of such Hazardous Material present in the soil or ground water on or under the Premises or the Building.

(b) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises, the Building or the surrounding area(s) caused by Lessee or the aforesaid others results in (a) any contamination of the Premises, the Building, the surrounding area(s), the soil or surface or ground water or (b) loss or damage to person(s) or property, then Lessee shall immediately notify Lessor of any contamination, claim of contamination, loss or damage and, after consultation and approval by Lessor, take all actions at Lessee's sole expense as are necessary or appropriate to return the Premises, the Building, the surrounding area(s) and the soil or surface or ground water to the condition existing prior to the introduction of any such Hazardous Material thereto, such that the contaminated areas are brought into full compliance with all applicable statutory regulations and standards. The foregoing obligations and responsibilities of Lessee shall survive the expiration or earlier termination of this Lease.

(c) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law. "Hazardous Material" includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to local, state or federal governmental law. "Hazardous substance" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's"), petroleum, any and all material or substances which are classified as "biohazardous" or "biological waste" or “extremely hazardous waste" or "hazardous substance" pursuant to applicable federal, state or local government law.

(d) Lessor and its agents shall have the right, but not the duty, to inspect the Premises at any time to determine whether Lessee is complying with the terms of this Lease. If Lessee is not in compliance with this Lease, Lessor shall have the right to immediately enter upon the Premises to remedy any contamination caused by Lessee's failure to comply, notwithstanding any other provision of this Lease. Lessor shall use its best efforts to minimize interference with Lessee's business, but shall not be liable for any interference caused thereby.

(e) Subject to the other terms and conditions of this Lease, Lessee’s use, storage, generation, or disposal of Hazardous Material which is customary in, and necessary for the operation of the use contemplated herein is hereby permitted so long as such use, storage, generation, and disposal is in strict compliance with all environmental laws governing Hazardous Materials.

Section 32. **Headings**

The headings to the various sections of this Lease have been inserted for purposes of reference only and shall not limit or define the express terms and provisions of this Lease.

Section 33. Counterparts

This Lease may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

Section 34. Applicable Law and Venue

This Lease shall be construed under and enforced in accordance with the laws of the State of Florida. The Parties agree to exclusive venue in the County and/or Circuit Courts of the First Judicial Circuit in and for Okaloosa County of any action to enforce, related to or arising out of this Lease.

Section 35. All Genders and Numbers Included

Whenever the singular or plural number, or masculine, feminine or neuter gender is used in this Lease, it shall equally apply to, extend to and include the other.

Section 36. Time of the Essence

It is specifically agreed that the timely payment of each and every installment of rent and performance of each and every one of the terms, covenants and conditions hereof is of the essence of this Lease.

Section 37. Intentionally Deleted

Section 38. Intentionally Deleted

Section 39. Estoppel

Lessee shall at any time and from time to time within fifteen (15) days after written request from Lessor execute and deliver to Lessor or any prospective lessor or lender a sworn and acknowledged estoppel certificate, in form reasonably satisfactory to Lessor and/or Lessor's Lender or prospective lender or prospective landlord certifying and stating as follows: (i) this Lease has not been modified or amended (or if modified or amended, setting forth such modifications or amendments); (ii) this Lease (as so modified or amended) is in full force and effect (or if not in full force and effect, the reasons therefor);(iii) the Lessee has no offsets or defenses to its performance of the terms and provisions of this Lease, including the payment of Rent (or if there are any such defenses or offsets, specifying the same); (iv) Lessee is in possession of the Premises if such be the case; (v) if an assignment of rents or leases has been served upon Lessee by a Lender or prospective lender, Lessee has received such assignment and agrees to be bound by the provisions thereof; and (vi) any other information reasonably required by Lessor or its Lender or prospective lender or any prospective landlord. It is intended that any such statement delivered pursuant to this subsection may be relied upon by Lessor and by any lender or prospective landlord or lender and their respective successors and assigns. In addition to any other remedy Lessor may have hereunder, if Lessee shall fail to execute and return such statement within the time required herein, such failure shall be a Default (for which there is no cure period), and Lessee shall be deemed to have agreed with the matters set forth therein (without limiting Lessor's other remedies).

Section 40. Intentionally Deleted

Section 41. Intentionally Deleted

Section 42. **Lessee Work Requirements**

With regard to the construction and completion by Lessee of any improvements or alterations required hereunder or permitted by Lessor under the terms of this Lease, (the "Lessee Work"), Lessee agrees to comply with the following covenants and requirements:

(a) Lessee shall, at its own cost and expense, obtain all required building permits and occupancy permits. Lessee's failure to obtain such permits shall not cause a delay in the commencement of the Term or the obligation to pay Rent or any other obligations set forth in the Lease.

(b) Lessee's contractors shall be licensed contractors, possessing good labor relations, capable of performing quality workmanship and working in harmony with Lessor's contractors and subcontractors and with other contractors and subcontractors in the Building.

(c) Lessee shall use only new, first-class materials in the Lessee Work. All Lessee Work shall be done in a good and workmanlike manner. Lessee shall obtain contractors' warranties of at least one year duration from the completion of the Lessee Work against defects in workmanship and materials on all work performed and equipment installed in the Premises as part of the Work.

(d) In addition to any insurance which may be required under the Lease, Lessee shall secure, pay for and maintain or cause Lessee's contractors to secure, pay for and maintain during the continuance of construction and fixturing work within the Building or Premises, insurance in the following minimum coverages and the following minimum limits of liability:

(i) Worker's Compensation and Employer's Liability Insurance with limits of not less than $1,000,000.00, or such higher amounts as may be required from time to time by any Employee Benefit Acts or other statutes applicable where the Lessee Work is to be performed, and in any event sufficient to protect Lessee's Contractors from liability under the aforementioned acts.

(ii) Comprehensive General Liability Insurance (including Contractors' Protective Liability) in an amount not less than $1,000,000.00 per occurrence, whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of $1,000,000.00, and with umbrella coverage with limits not less than $5,000,000.00. Such insurance shall provide for explosion and collapse, completed operations coverage and broad form blanket contractual liability coverage and shall insure Lessee's contractors against any and all claims for bodily injury, including death resulting

therefrom, and damage to the property of others and arising from its operations under the contracts whether such operations are performed by Lessee's contractors or by anyone directly or indirectly employed by any of them.

(iii) All policies (except the worker's compensation policy) shall be endorsed to include as additional insured parties the parties listed on, or required by, the Lease to be named as additional insureds, Lessor's contractors, Lessor's architects, and their respective beneficiaries, partners, directors, officers, employees and agents, and such additional persons as Lessor may designate. The waiver of subrogation provisions contained in the Lease shall apply to all insurance policies (except the worker's compensation policy) to be obtained by Lessee pursuant to this paragraph. The insurance policy endorsements shall also provide that all additional insured parties shall be given thirty (30) days' prior written notice of any reduction, cancellation or non-renewal of coverage (except that ten (10) days' notice shall be sufficient in the case of cancellation for non-payment of premium) and shall provide that the insurance coverage afforded to the additional insured parties thereunder shall be primary to any insurance carried independently by said additional-insured parties. Additionally, where applicable, each policy shall contain a cross-liability and severability of interest clause.

(e) Without limitation of the indemnification provisions contained in the Lease, to the fullest extent permitted by law Lessee agrees to indemnify, protect, defend and hold harmless Lessor, the parties listed, or required by, the Lease to be named as additional insureds, Lessor's contractors, Lessor's architects, and their respective beneficiaries, partners, directors, officers, employees and agents, from and against all claims, liabilities, losses, damages and expenses of whatever nature arising out of or in connection with the Lessee Work or the entry of Lessee or Lessee's contractors into the Building and the Premises, including, without limitation, mechanics' liens, the cost of any repairs to the Premises or Building necessitated by activities of Lessee or Lessee's contractors, bodily injury to persons or damage to the property of Lessee, its employees, agents, invitees, licensees or others. It is understood and agreed that the foregoing indemnity shall be in addition to the insurance requirements set forth above and shall not be in discharge of or in substitution for same or any other indemnity or insurance provision of the Lease.

Section 43. Florida Public Records Act

The parties acknowledge, understand and agree that this Agreement, all closing documents, and all written and electronic communications between the parties are subject to public disclosure pursuant to Chapter 119, Florida Statutes ("Florida Public Records Act").

[SIGNATURES ON THE FOLLOWING PAGES]

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

LESSOR:

Community Redevelopment Agency of the City of Pensacola

By:_____
Jennifer Brahier, as chairperson

Signature page – Lease Agreement

LESSEE:

HIXARDT TECHNOLOGIES, INC
a Florida for profit corporation

By: _____

Print Name: MICHAEL E HICKS JR

Title: PRES - CEO

Signature page – Lease Agreement

EXHIBIT "A"

W MAIN ST
W MAIN ST
S BAYLEN ST
PORT ROYAL WAY
PORT ROYAL WAY
CA073
W CEDAR ST

File #: 24-531 Community Redevelopment Agency 6/10/2024

ACTION ITEM

SPONSOR: Jennifer Brahier - Chairperson

SUBJECT:

RESOLUTION NO. 2024-531 CRA - ACQUISITION OF REAL PROPERTY - 2301 WEST CERVANTES STREET

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) adopt Resolution No. 2024-531 CRA:

A RESOLUTION OF THE CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE WESTSIDE COMMUNITY REDEVELOPMENT AREA; PROVIDING FINDINGS; APPROVING AND AUTHORIZING THE EXPENDITURE OF CRA FUNDS TO ACQUIRE CERTAIN REAL PROPERTY THEREIN LOCATED AT 2301 WEST CERVANTES STREET IN FURTHERANCE OF THE PURPOSES ESTABLISHED IN CHAPTER 163, PART III, FLORIDA STATUTES AND THE WESTSIDE REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY:

The real property located at 2301 West Cervantes Street is a corner lot measuring approximately 0.12 acres and zoned C-3. The parcel is located in the Westside CRA Redevelopment district and is adjacent to the former Pensacola Motor Lodge.

The City recently acquired the former Pensacola Motor Lodge property for the redevelopment of the parcel to further our mission to increase attainable housing for our area. After the acquisition in February, the CRA advertised the parcel as available for redevelopment and issued a notice requesting letters of interest (RLOI) in the parcel's redevelopment. In several of the RLOI submittals, the acquisition of this adjacent corner parcel was mentioned as desirable, if not essential, to the redevelopment of the Penscola Motor Lodge site.

After contacting the owner to express the City's interest in acquiring the parcel, a negotiated price of $18,000 was reached. As part of this acquisition, the City also agreed to settle or abate the pending liens on this specific parcel on behalf of the owner. Per the City's policy for acquisitions of real property, an appraisal was not obtained as the Escambia County Property Appraiser assessed value is $8,625 (slightly less than the threshold amount of $10,000).

PRIOR ACTION:

None

FUNDING:

Budget:	$18,000	2017 Westside Bond Proceeds
	7,500	Westside TIF or 2017 Westside Bond Proceeds
	$25,500	
Actual:	$18,000	Property Purchase Price
	$ 7,500	Est. Closing and Lien Costs
	$25,000	TOTAL

FINANCIAL IMPACT:

Funds are available from the 2017 Westside Redevelopment Bonds and the Westside TIF Fund. Funding from the bonds is derived from the former Lee St/W Moreno Stormwater Park Improvement project which has been discontinued. All or a portion of closing costs may be paid by Westside TIF funds subject to the restrictions on the bonds. With the acquisition of the property and subsequent reuse, the City and CRA will receive the benefit of the redevelopment being added to the tax rolls.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Forte, Deputy City Administrator
Sherry Morris, Development Services Director
Deana Stallworth, Property Lease Manager
Victoria D'Angelo, CRA Division Manager

ATTACHMENTS:

1. 2024-531 CRA Resolution - Acquisition of 2301 W Cervantes
2. Property Appraiser Info - 2301 W Cervantes

PRESENTATION: No

RESOLUTION
NO. 2024-2024-531 CRA

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 ACQUIRE CERTAIN REAL PROPERTY THEREIN LOCATED AT 2301 WEST CERVANTES STREET IN FURTHERANCE OF THE PURPOSES ESTABLISHED IN CHAPTER 163, PART III, FLORIDA STATUTES AND THE WESTSIDE REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA AS FOLLOWS:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the Constitution of the State of Florida, the Community Redevelopment Act of 1969 codified in Part III, Chapter 163, Florida Statutes (the "Act"), Chapter 166, Florida Statutes, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared that:

(A) On September 25, 1980, the City Council (the “City Council”) of the City of Pensacola, Florida (the “City”) adopted Resolution No. 55-80 which created the Community Redevelopment Agency (the “Agency”) of the City of Pensacola, Florida and declared the City Council to be the Agency as provided in Section 163.357, Florida Statutes.

(B) Pursuant to Resolution No. 04-07 enacted on January 25, 2007, the City Council designated the boundaries and found and determined that an area designated therein as the “Westside Community Redevelopment Area” (the “Redevelopment Area”) is a blighted area as therein described.

(C) On May 24, 2007, the City Council adopted Resolution No. 13-07, which adopted the Westside Community Redevelopment Plan, (the "Redevelopment Plan").

(D) On January 17, 2008, the City Council enacted Ordinance No. 01-08 which created and established the Westside Redevelopment Trust Fund (the “Trust Fund”).

(E) On August 28, 2014, the City Council adopted Ordinance No. 31-14, which amended the Redevelopment Plan by repealing and reestablishing the base year for appropriations to the Trust Fund.

(F) Rosario Danzie dba Amerasian LLC (the potential "Seller") owns a parcel of real property located in the Redevelopment Area at 2301 West Cervantes Street, Pensacola, Florida, Parcel ID# 000S009060030173 (the “Property) and adjacent to the former Pensacola Motor Lodge parcel recently acquired by the City. The City has expressed its interest in acquiring the Property for the negotiated price of $18,000 plus settlement of the liens issued by the City of Pensacola Code Enforcement on the parcel.

(G) The Agency hereby determines that acquisition of the Property will facilitate the

goals and objectives of the Redevelopment Plan and Chapter 163, Part III, Florida Statutes.

SECTION 3. PURCHASE OF THE PROPERTY AUTHORIZED.

(A) The Agency hereby determines that it is necessary and in the best interests of the health, safety and welfare of the City, the Redevelopment Area and the inhabitants thereof to acquire the Property, that such acquisition shall advance the community redevelopment objectives of the Redevelopment Plan and shall constitute and serve the purposes of "community redevelopment" within the meaning of and in accordance with the Act, and such acquisition is hereby authorized.

(B) The cost to acquire the Property shall be paid with CRA funds consisting of Trust Fund revenues and/or bond funds.

(C) Upon acquisition of the Property, the Property shall be utilized by the City solely to further the goals and objectives of the Redevelopment Plan and Chapter 163, Part II, Florida Statutes and will be used for such purposes, including but not limited to, commercial, mixed use and/or attainable housing redevelopment, preservation and conservation of the district and remediation of blight. Any conveyance of the Property, or portion thereof, by the City to a third party for such purposes shall be solely by grant or donation or similar mechanism not for monetary consideration; provided, however, that the instrument(s) effectuating such conveyance may include restrictions upon, and covenants, conditions, and obligations assumed by, the third party to ensure that the Property is developed and/or used for the purposes outlined in Chapter 163, Part III, Florida Statutes and the then effective Redevelopment Plan.

(D) The Chairperson of the Agency is hereby authorized and directed to take all actions necessary to effectuate the provisions of this Resolution.

SECTION 4. SEVERABILITY. If any one or more of the provisions of this Resolution should be held contrary to any express provision of law or shall for any reason whatsoever be held invalid by a court of competent jurisdiction, then such provisions shall be null and void and shall be deemed separate from the remaining provisions of this Resolution.

SECTION 5. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the Charter of the City.

Adopted: _____, 2024

[SEAL]

Approved: _____
Jennifer Brahier, Chairperson

ATTEST:

_____
Ericka L. Burnett, City Clerk

Restore Full Version

General Information

Parcel ID:	000S009060030173
Account:	151503000
Owners:	AMERASIAN LLC
Mail:	C/O ROSARIO DANZIE 736 FAIRFLELD DR PENSACOLA, FL 32505
Situs:	2301 W CERVANTES ST 32505
Use Code:	VACANT COMMERCIAL
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2023	$8,625	$0	$8,625	$8,625
2022	$8,625	$0	$8,625	$8,625
2021	$8,625	$0	$8,625	$8,625

Disclaimer

Tax Estimator

File for Exemption(s) Online

Report Storm Damage

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
09/11/2019	8163	459	$100	WD	
06/24/2019	8118	1701	$100	WD	
10/22/2013	7091	1683	$8,000	WD	
08/02/2011	6748	1085	$2,100	TD	
06/2005	5657	896	$11,000	WD	
05/1998	4259	1653	$100	WD	
05/1998	4259	1652	$7,300	WD	
10/1987	2477	754	$100	CJ	

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2023 Certified Roll Exemptions

None

Legal Description

N 90 FT OF E 60 FT OF N 150 FT BLK 173 WEST KING TRACT OR 7091 P 1683 CA 126

Extra Features

None

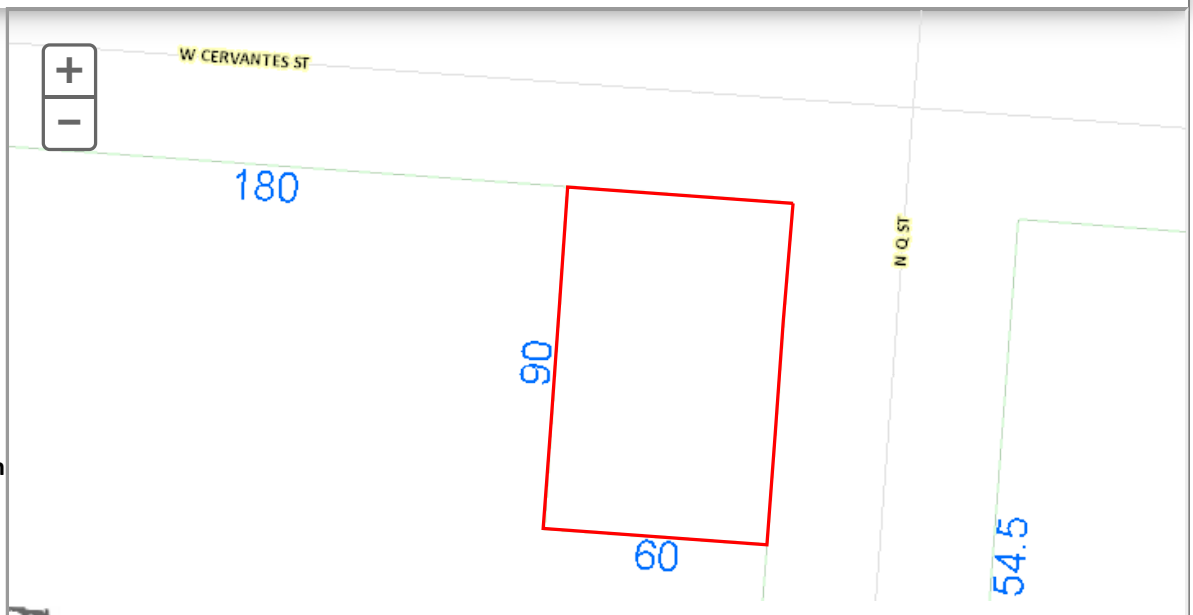
Parcel Information

Section Map Id:
CA126

Approx. Acreage:
0.1245

Zoned:
C-3

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings
Images
None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

W CERVANTES ST
W GADSDEN ST
N R ST
N O ST
300
150
60
120
60
60
150
152.5
25
305
305
215
60
240
125
61
61
125
25
25
75
62.5
62.5
Parcel ID: 000S009060030173
Account: 151503000
Section Map: CA126
Situs: 2301 W CERVANTES ST
Complex: WEST KING TRACT
Owner: AMERASIAN LLC
Mailing Address:
C/O ROSARIO DANZIE
736 FAIRFLELD DR
PENSACOLA, FL 32505
Last Sale: 9/11/2019, $100
Property Use: VACANT COMMERCIAL
Approx. Acreage: 0.1245 ac
Bldg. Count: 0
Total Heated Area: 0 sf
Zoned: C-3
Taxing Auth: PENSACOLA CITY LIMITS
Schools:
Elem: GLOBAL LEARNING ACADEMY
Int: WARRINGTON
High: PENSACOLA

File #: 24-496 Community Redevelopment Agency 6/10/2024

DISCUSSION

SPONSOR: Jennifer Brahier - Chairperson

SUBJECT:

DISCUSSION ON THE CRA PLAN UPDATE AND HOLLICE T. WILLIAMS PARK EQUITY DEVELOPMENT PLAN PROJECT

RECOMMENDATION:

N/A

SUMMARY:

On February 5, 2024, the Community Redevelopment Agency (CRA) awarded a contract to Urban Design Associates in response to RFQ # 23-014 for the update of the City's three (3) community redevelopment plans (Urban Core, Eastside and Westside) and to develop an equity development plan for the Hollice T. Williams Park. The Urban Core Plan was last updated in 2010 and the Westside and Eastside plans have never been updated since they were adopted in 2007 and 2004, respectively. Best practice is for City's to update their plans every five (5) years.

UDA has begun the first stage of the plan development process, which is information gathering and analysis. The first round of public engagement was held during the week of May 28th. Public workshops were held for each plan along with various subject-matter focused stakeholder sessions. An interactive map surveying and input tool was also launched. Additional engagement sessions, including a virtual session on June 11th, will be held during the month of June. The consultant will report its analysis to the CRA and receive input from the board.

PRIOR ACTION:

February 5, 2024- The CRA approved an award of contract to Urban Design Associates for update of the City's three (3) community redevelopment plans (Urban Core, Eastside and Westside) and to develop and equity development plan for the Hollice T. Williams park.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Forte, Deputy City Administrator
Sherry Morris, Development Services Director
Victoria D'Angelo, CRA Division Manager
Amy Lovoy, Finance Director
Hilary Halford, CRA Division Assistant Manager

ATTACHMENTS:

None

PRESENTATION: Yes