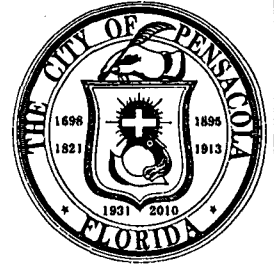


REPORT OF COUNCIL ACTION

OFFICE OF THE CITY CLERK



March 8, 2012

Agenda Item: 11E

Subject: ESCAMBIA TREATING COMPANY SITE -- ACQUISITION FOR THE PROPOSED PALAFOX INDUSTRIAL PARK

Ordinance #: _____

Action Taken:

Approved by Council Motion Failed First Reading Second Reading

Referred To:

Staff Other Committee

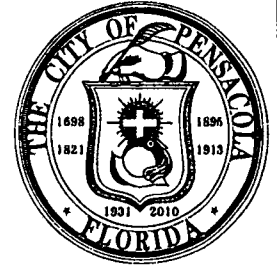
Council Member	Action				
	Absent	Motion	Second	Yes	No
Maren DeWeese				✓	
Sam Hall - President				✓	
John Jerrals			✓	✓	
Larry B. Johnson				✓	
Sherri Myers		✓			✓
Megan B. Pratt					✓
Brian Spencer	✓	_____			
Ronald P. Townsend - Vice President				✓	
P.C. Wu				✓	

Copies: Council File Municipal Code

Report of Consent Agenda

March 8, 2012

Item 11



Members: Sam Hall, Ronald P. Townsend, Maren DeWeese, John Jerrals, Larry B. Johnson, Sherri Myers, Megan B. Pratt, Brian Spencer, and P.C. Wu

Members Absent: Hall & Pratt

All Items Passed Unanimously in Committee of the Whole – March 5, 2012

CONSENT AGENDA

A. APPOINTMENTS – CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS

That City Council reappoint Don Jehle an engineer and Stephen Ritz a mechanical contractor for a term of three (3) years, expiring March 31, 2015; and reappoint Hal B. Gordan as an alternate at-large from the construction industry and Dewey A. Miller as an alternate at-large from the general public for a term of two years, expiring March 31, 2014.

B. APPOINTMENT – PARKS AND RECREATION BOARD

That City Council reappoint David Forte to the Parks and Recreation Board for a term of three (3) years, expiring March 31, 2015.

C. PROPERTY ACQUISITION X2418, X2420 AND X2447/2447P – CAMPUS HEIGHTS SUBDIVISION

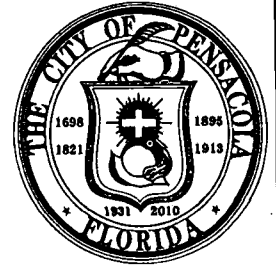
That City Council authorize the purchase of parcel X2418 (Parcel ID#14-1S-29-2200-030-003) in the amount of \$200,000 plus \$5,700.00 for closing and miscellaneous costs plus \$2,400.00 for legal fees plus a 10% contingency in the amount of \$20,810.00 and parcel X2420 (Parcel ID# 01-1S-29-2200-000-003) in the amount of \$490,000 plus \$9,230.00 for closing and miscellaneous costs plus \$2,400.00 for legal fees plus a 10% contingency in the amount of \$50,163.00 and parcel X2447/2447P (Parcel ID#14-1S-29-2200-002-005/14-1S-29-2200-004-005) in the amount of \$500,000 plus \$9,300.00 for closing and miscellaneous costs plus \$2,800.00 for legal fees plus a 10% contingency in the amount of \$51,210.00 for a total authorization of \$1,344,013.00 for all three parcels. Further recommendation is made that City Council authorize the Mayor to assume all existing commercial leases at each parcel at time of closing.

D. DECLARATION AND DISPOSAL OF SURPLUS CITY PROPERTY – MONTESSORI DRIVE

That City Council declare the City owned property on Montessori Drive, Pensacola, Florida as surplus and authorize the Mayor to dispose of the property to the highest bidder pursuant to an Invitation to Bid (ITB).

E. ESCAMBIA TREATING COMPANY SITE – ACQUISITION FOR THE PROPOSED PALAFOX INDUSTRIAL PARK

That City Council authorize the Mayor to execute the Agreement for Sale and Purchase of a fifteen (15) acre parcel of land to be conveyed from Escambia County to the City for One Dollar (\$1.00) for inclusion in the Palafox Industrial Park.



COMMITTEE MEMORANDUM

March 5, 2012

FROM: Ashton J. Hayward, III, Mayor *WAR for ATZ*

SUBJECT: Escambia Treating Company Site - Acquisition of Property for the Proposed Palafox Industrial Park

RECOMMENDATION:

That City Council authorize the Mayor to execute the Agreement for Sale and Purchase of a fifteen (15) acre parcel of land to be conveyed from Escambia County to the City for One Dollar (\$1.00) for inclusion in the Palafox Industrial Park.

SUMMARY:

On May 24, 2010, Council was presented with a plan that addressed Council concerns that current industrial business sites were decreasing and new industrial parcels were needed in the City. The findings of the Palafox Commerce Park Master Plan were presented which indicated that the Escambia Treating Company (ETC) site and adjacent residential areas offered an opportunity for approximately 100 acres of new industrial zoned land for redevelopment that would essentially be vacant, flat, and bordered by existing manufacturing and warehouse space. City Council unanimously passed a motion to pursue annexation of the ETC Superfund Site and adjacent residential areas.

On April 7, 2011, the Escambia County Board of County Commissioners passed Resolution R2011-48 which supported conveyance of the remediated ETC site to the City for redevelopment that would enhance the City's tax base. The City and County agreed that redevelopment of the property would best be addressed by a single entity that could manage the project including design, permitting, infrastructure and incentives to meet the needs of the future park tenants. The City and County expressed a desire to work together in the spirit of cooperation to ensure that the property would be redeveloped and that the regional economy would be further enhanced by these efforts.

The Environmental Protection Agency currently owns the surrounding ETC neighborhood parcels (approximately 70 acres) and plans to transfer this property to the State of Florida and then to the City for inclusion in the Palafox Industrial Park by April 2012.

The City is moving forward on these earlier efforts set in motion on May 24, 2010 to assemble the ETC property under single ownership and continue with the creation of a viable industrial park.

PRIOR ACTION:

May 24, 2010 - City Council unanimously passed a motion to pursue annexation of the Escambia Treating Company Superfund Site and adjacent residential areas.

FUNDING:

One Dollar (\$1.00).

FINANCIAL IMPACT:

Expenditures for the Escambia Treating Company Site have equaled approximately \$156,200 to date from Penny for Progress funds. The majority of these expenditures have been for legal and environmental costs. Additional expenditures are anticipated for closing costs, surveys, and legal.

STAFF CONTACT:

William H. Reynolds, City Administrator; John Asmar, Chief of Staff; Cynthia R. Williams, AICP, Office of Sustainability Administrator

ATTACHMENTS:

- 1) Sales Agreement & Deed
- 2) Map of Subject Property
- 3) City Council Action Item - Escambia Treating Company, May 24, 2010
- 4) Escambia County Resolution Authorizing the City to take the lead for redevelopment, April 7, 2011

PRESENTATION:

No.

Escambia County
Clerk's Original

2/2/2012 CARL-6

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this _____ day of _____, 20____, by and between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and the City of Pensacola, a Florida municipal corporation, whose address is 222 West Main Street, Post Office Box 12910, Pensacola, Florida 32521 (Buyer).

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property (Property) described below:

See attached Exhibit A

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on February 2, 2012, Seller approved the sale of the Property to Buyer for the amount of One Dollar (\$1.00); and

WHEREAS, Seller and Buyer now desire to enter into this Agreement to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement, including but not limited to the following express conditions that shall be incorporated in the deed:

a. The City shall not request any funds from the County for the development of the Property. The County will partner with the City on development opportunities for an end user of the Property that generates jobs for the region; however, the City shall be responsible for all planning, development, infrastructure and funding for the Property and the commerce park.

b. The City shall allow the County to maintain its current Palafox Community Redevelopment Area (CRA) and associated Tax Increment Financing (TIF), and shall not create a City TIF in the currently unincorporated areas that would reduce the County's TIF revenues. The County shall retain full authority and responsibility for its Palafox CRA plan, budget, increment pledge, and all associated revenues and expenditures. The City shall not establish its own CRA or TIF or grant an ad valorem tax exemption for any

Verified By: *H. MacArthur*

Date: *2/3/12*

subsequently annexed portion of the Palafox CRA without the express consent of the County. Additionally, the City shall not assert a claim to or request any portion of the County's TIF.

c. The City shall take reasonable steps to ensure that its development of the Property and commerce park does not adversely affect the New Hope Missionary Baptist Church, Incorporated of Pensacola Fla., including but not limited to providing property and infrastructure in the area, subject to the limitations of law, that may be necessary to permit the church to continue its mission.

d. The City shall not permit, promote, approve, or allow the construction or operation of any type of solid waste processing facility on the Property or the commerce park.

2. Purchase Price and Method of Payment. The purchase price for the Property is One Dollar (\$1.00) and must be paid by certified or official check at closing.

3. Evidence of Title. Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyer in writing prior to closing. Buyer and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyer may waive Title Defects and proceed with closing; or Buyer and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyer agrees that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyer.

4. Survey. Buyer may obtain a survey of the Property prior to closing at Buyer's expense. Buyer must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.

5. Financing. Within five days of execution of this Agreement, Buyer must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. Buyer shall notify Seller in writing if Buyer is unable to obtain financing prior to closing after making a good faith effort to do so. Seller may extend the time allowed for Buyer to obtain financing or exercise its right to terminate this Agreement in accordance with Section 22.

6. Possession. Possession of the Property will be surrendered by Seller to Buyer at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.

7. Condition of Property. Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represents that it is a knowledgeable Buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyer's inspections and investigations. Seller sells and conveys to Buyer and Buyer accepts the Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

8. Right to Inspect Property. Prior to undertaking any inspections and testing, Buyer must provide notice to Seller and coordinate with Seller's designee. Buyer must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyer, and its agents and consultants, have the right to enter upon the Property and undertake at Buyer's expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyer considers necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyer shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental

laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyer that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyer, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyer of its entry rights.

9. 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.

10. Conveyance of Property. At closing, Seller will convey to Buyer title to the Property by deed, the form of which is attached as Exhibit B, that identifies the following exceptions to title:

- a. Ad valorem real property taxes and assessments for the year 2012 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.
- b. Reservation of an undivided $\frac{3}{4}$ interest in, and title in and to an undivided $\frac{3}{4}$ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided $\frac{1}{2}$ interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes.

The parties expressly acknowledge that Buyer accepts title as it exists on the day title is transferred from Seller to Buyer unless written notice has been provided to Seller in accordance with Section 3.

11. Closing. Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 120 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

12. Costs and Expenses at Closing. Upon closing, Seller and Buyer shall pay the following costs

and expenses:

SELLER	BUYER
_____	<input type="checkbox"/> N/A Deed Documentary Stamps
_____	<input checked="" type="checkbox"/> Survey, if any
_____	<input checked="" type="checkbox"/> Recording (Deed)
_____	<input checked="" type="checkbox"/> County Attorney's Fees (Document Preparation)
_____	<input checked="" type="checkbox"/> Title Insurance, if any
_____	<input checked="" type="checkbox"/> Structural and Environmental Inspections, if any
_____	<input checked="" type="checkbox"/> Real Estate Professional Fee or Commission, if any

13. Taxes, Fees, and Charges. Taxes, fees and charges will be paid as follows:

- a. Buyer is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyer at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.
- b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyer's proposed construction on, or development of, the Property will be paid solely by Buyer.

14. Conditions Precedent to Closing. The obligation of Buyer to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:

- a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in writing or as otherwise provided in this Agreement.
- b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.

- c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.
- d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement.
- e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.
- f. The results of inspections, investigations and inquiries Buyer has made with respect to the Property are, in Buyer's sole opinion and in Buyer's sole discretion, acceptable to Buyer.

If one or more of the above requirements precedent to Buyer's obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyer or by the terms of this Agreement on or before the closing date for any reason, then Buyer is entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

15. Assignability. This Agreement cannot be assigned by Buyer without the prior written consent of Seller.

16. Litigation and Attorneys' Fees. Each party will pay for its own attorneys' fees and costs in the event of litigation related to the sale and purchase of the Property.

17. Time of the Essence. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.

18. Counterparts. This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.

19. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement

will be governed by and construed in accordance with the laws of the State of Florida and bind Buyer and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.

20. Integrated Agreement, Waiver and Modification. This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.

21. Brokerage. Seller and Buyer acknowledge, represent and warrant to each other that no broker or finder has been employed by either Seller or Buyer in connection with the sale and purchase contemplated in the Agreement.

22. Default and Termination. If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.

23. Notices. All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the Seller and Buyer at the following addresses:

TO THE SELLER:

Escambia County
County Administrator
221 Palafox Place
Pensacola, Florida 32502

TO THE BUYER:

Ashton J. Hayward, Mayor
City of Pensacola
Post Office Box 12910
Pensacola, FL 32521

WITH A COPY TO:

County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

24. Further Assurances. Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.

25. Relationship of the Parties. Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.

26. Risk of Loss. The risk of loss to the property is the responsibility of Seller until closing.

27. Property Tax Disclosure Summary. Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.

28. Miscellaneous. If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

IN WITNESS WHEREOF, Seller and Buyer have made and executed this Agreement as of this date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court



Approved: 02-02-2012

SELLER:
ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

Wilson B. Robertson

Wilson B. Robertson, Chairman

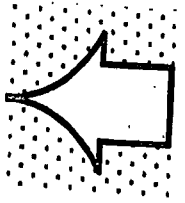
Date Executed

2/2/2012

This document approved as to form
and legal sufficiency.

By *[Signature]*
Title Asst. County Attorney
Date Jan 16 2012

BUYER:
CITY OF PENSACOLA, a Florida
Municipal corporation



Witness _____
Print Name _____

Ashton J. Hayward, Mayor

Witness _____
Print Name _____

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by Ashton J. Hayward, as Mayor for the City of Pensacola, a Florida municipal
corporation, who is personally known to me, or produced current
_____ as identification.

Signature of Notary Public

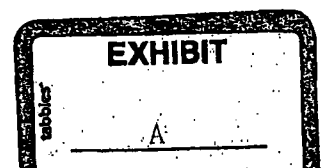
Printed Name of Notary Public

(Notary Seal)

EXHIBIT A

BEG AT INTER OF E R/W LI OF PALAFOX ST (US 29 78 05/100 FT R/W) & N LI OF LT 21 N 52 DEG 40 MIN 40 SEC E
ALG N LI 800 FT S 37 DEG 19 MIN 20 SEC E 382 FT S 52 DEG 40 MIN 40 SEC W 963 FT TO E R/W LI OF PALAFOX ST N
37 DEG 19 MIN 20 SEC W ALG R/W 777 FT TO POB S/D OF PALMES GRANT W OF RR PLAT DB 10 P 490 OR 2801 P 768

SECTION 05, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 052S301001002017
TAX ACCOUNT NUMBER 051654100



This document was prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

DEED

THIS DEED is made this ____ day of _____, 20 ____, by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (County), and the City of Pensacola, a Florida municipal corporation, whose address is 222 West Main Street, Post Office Box 2910, Pensacola, Florida 32521 (City).

WITNESSETH, that the County, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration in hand paid by the City, the receipt of which is acknowledged, conveys to the City, and its successors and assigns forever, the land in Escambia County, Florida described below for the development of a commerce park:

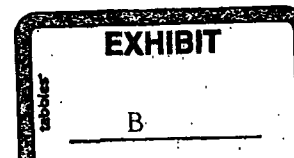
See attached Exhibit A

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2012 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

The County reserves an undivided $\frac{3}{4}$ interest in, and title in and to an undivided $\frac{3}{4}$ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided $\frac{1}{2}$ interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop the same.

THIS CONVEYANCE IS MADE subject to the following conditions:

1. The City shall not request any funds from the County for the development of the Property. The County will partner with the City on development opportunities for an end user of the Property that generates jobs for the region; however, the City shall be responsible for all planning, development, infrastructure and funding for the Property and the commerce park.
2. The City shall allow the County to maintain its current Palafox Community Redevelopment Area (CRA) and associated Tax Increment Financing (TIF), and shall not create a City TIF in the currently unincorporated areas that would reduce the County's TIF revenue. The County shall retain full authority and responsibility for its Palafox CRA plan, budget, increment



pledge, and all associated revenues and expenditures. The City shall not establish its own CRA or TIF or grant an ad valorem tax exemption for any subsequently annexed portion of the Palafox CRA without the express consent of the County. Additionally, the City shall not assert a claim to or request any portion of the County's TIF.

3. The City shall take reasonable steps to ensure that its development of the Property and commerce park does not adversely affect the New Hope Missionary Baptist Church, Incorporated of Pensacola Fla., including but not limited to providing property and infrastructure in the area, subject to the limitations of law, that may be necessary to permit the church to continue its mission.
4. The City shall not permit, promote, approve, or allow the construction or operation of any type of solid waste processing facility on the Property or the commerce park.

IN WITNESS WHEREOF, the County has caused this deed to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

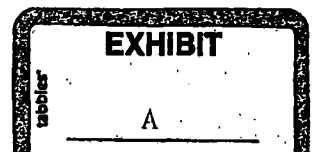
Wilson B. Robertson, Chairman

Deputy Clerk
BCC Approved:

EXHIBIT A

BEG AT INTER OF E R/W LI OF PALAFOX ST (US 29 78 05/100 FT R/W) & N LI OF LT 21 N 52 DEG 40 MIN 40 SEC E
ALG N LI 800 FT S 37 DEG 19 MIN 20 SEC E 382 FT S 52 DEG 40 MIN 40 SEC W 963 FT TO E R/W LI OF PALAFOX ST N
37 DEG 19 MIN 20 SEC W ALG R/W 777 FT TO POB S/D OF PALMES GRANT W OF RR PLAT DB 10 P 490 OR 2801 P 768

SECTION 05, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 052S301001002017
TAX ACCOUNT NUMBER 051654100



This document was prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

DEED

THIS DEED is made this 2nd day of February 2012 by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (County), and the City of Pensacola, a Florida municipal corporation, whose address is 222 West Main Street, Post Office Box 2910, Pensacola, Florida 32521 (City).

WITNESSETH, that the County, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration in hand paid by the City, the receipt of which is acknowledged, conveys to the City, and its successors and assigns forever, the land in Escambia County, Florida described below for the development of a commerce park:

See attached Exhibit A

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2012 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

The County reserves an undivided $\frac{3}{4}$ interest in, and title in and to an undivided $\frac{3}{4}$ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided $\frac{1}{2}$ interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop the same.

THIS CONVEYANCE IS MADE subject to the following conditions:

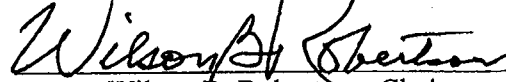
1. The City shall not request any funds from the County for the development of the Property. The County will partner with the City on development opportunities for an end user of the Property that generates jobs for the region; however, the City shall be responsible for all planning, development, infrastructure and funding for the Property and the commerce park.
2. The City shall allow the County to maintain its current Palafox Community Redevelopment Area (CRA) and associated Tax Increment Financing (TIF), and shall not create a City TIF in the currently unincorporated areas that would reduce the County's TIF revenue. The County shall retain full authority and responsibility for its Palafox CRA plan, budget, increment

pledge, and all associated revenues and expenditures. The City shall not establish its own CRA or TIF or grant an ad valorem tax exemption for any subsequently annexed portion of the Palafox CRA without the express consent of the County. Additionally, the City shall not assert a claim to or request any portion of the County's TIF.

3. The City shall take reasonable steps to ensure that its development of the Property and commerce park does not adversely affect the New Hope Missionary Baptist Church, Incorporated of Pensacola Fla., including but not limited to providing property and infrastructure in the area, subject to the limitations of law, that may be necessary to permit the church to continue its mission.
4. The City shall not permit, promote, approve, or allow the construction or operation of any type of solid waste processing facility on the Property or the commerce park.

IN WITNESS WHEREOF, the County has caused this deed to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS


Wilson B. Robertson, Chairman

Ernie Lee Magaha
Clerk of the Circuit Court


Deputy Clerk

BCC Approved: 02-02-2012

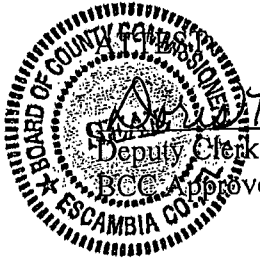
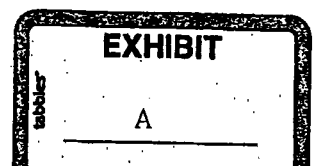


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MASSACHUSETTS AVE

N PACE BLVD

N PALAFOX ST

Oak Park
Escambia Arms
Approximately 27 Acres

Clarinda Triangle
Approximately 16 Acres

Rosewood Terrace
Approximately 15 Acres

Former ETC - 15.1 Acres

Herman and
Pearl Streets
Approximately 15 Acres

- County Owned
- Federally Owned
- City Limits

0 500 1,000 Feet



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for compliance.