



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-1797 County Administrator's Report Item #: 12. 8.
BCC Regular Meeting Technical/Public Service Consent
Meeting Date: 12/08/2011
Issue: Authorizing the Conveyance of Real Property the City of Pensacola
From: Keith Wilkins, REP, Department Director
Organization: Community & Environment
CAO Approval: *Charles R. Davis*

RECOMMENDATION:

Recommendation Concerning Authorizing the Conveyance of Real Property to the City of Pensacola - Keith Wilkins, REP, Community & Environment Department Director

That the Board authorize the conveyance to the City of Pensacola parcels of County property located within and adjacent to the area known as Escambia Treating Company Superfund site located within the Palafox Redevelopment Area (CRA), in accordance with the terms of the Agreement for Sale and Purchase attached to the Resolution:

A. Adopt the Resolution authorizing the conveyance to the City of Pensacola (City) parcels of County property located in the vicinity of the Escambia Wood Treating Company site, in accordance with the terms of the Agreement for Sale and Purchase, subject to the City's satisfactory completion and review of the environmental due diligence studies. Purchase price is \$1; and

B. Authorize the Chairman to execute the Resolution, Agreement for Sale and Purchase, Deed, and all other documents necessary to complete the transaction.

BACKGROUND:

The City of Pensacola issued a letter of interest dated October 19, 2011, expressing their desire to obtain four parcels of property owned by Escambia County associated with the redevelopment of the former Escambia Treating Company Superfund Site. The City is proceeding with their environmental due diligence on each parcel and will proceed with seeking transfer of title individually as the studies are complete and satisfactory.

BUDGETARY IMPACT:

City of Pensacola will not request any funds for the development of this property; however the County will participate in economic development incentives for end users subject to approval of the BCC.

LEGAL CONSIDERATIONS/SIGN-OFF:

All documents have been prepared and reviewed by Stephen G. West, Assistant County Attorney.

PERSONNEL:

As approved by the BCC and County Administrator, CRA or Environmental staff may assist. Any environmental staff time will be billed to the City per the Environmental Services Memorandum of Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

Section 125.38, Florida Statutes, allows the conveyance to other governmental entities or non-profits.

IMPLEMENTATION/COORDINATION:

The Community & Environment Department/Community Redevelopment Agency (CED/CRA) will coordinate all implementation tasks.

Attachments

City Annexation Letter

City Agreement & Resolution



ASHTON J. HAYWARD
Mayor

October 19, 2011

Mr. Charles R. Oliver
County Administrator
Escambia County Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Re: Letter of Interest - Escambia Wood Treating Site

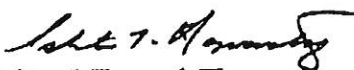
Dear Mr. Oliver:

As I am sure you are aware, the Escambia Wood Treating Superfund site and surrounding properties held by the Corps (collectively "ETC") are expected to transition to the State and then to the City of Pensacola. Escambia County requested a Letter of Interest from the City to take title to four (4) County owned parcels, 3910 N. Palafox Street, Beggs Lane End of 32505, Mason Lane Off of 32505, and Spruce Street 32505, and it is my pleasure to do so. This is an important undertaking for the City and the Northwest Florida community.

The City of Pensacola is willing to accept title to all four (4) subject parcels for \$1 and subject to the satisfactory completion and review of our ongoing environmental due diligence studies and the appropriate City approvals and funding. Finalization of our internal review and approval process for each parcel may occur at different times, so we may be ready to take title to some parcels prior to others. We will notify you on each parcel as soon as we are ready for a transfer. The subject parcels, which would total approximately 36.26 acres, are depicted in Attachment A. It is expected that the County will assist the City in pursuing funding through the U.S.EPA Brownfields Assessment program to cover environmental site assessment costs associated with meeting the All Appropriate Inquiry legal standard.

The subject property will become part of the City's proposed industrial park. The assemblage of properties under single ownership will help further the community's investment in creating local jobs and leveraging future development and private sector growth opportunities in the industrial park.

Sincerely,


Ashton J. Hayward, III
Mayor

cc: Keith Wilkins, Escambia County, Community and Environment, Department Director
Erik Spalvins, Region 4, U.S. Environmental Protection Agency

RESOLUTION R20__-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY TO THE CITY OF PENSACOLA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of a certain parcels of real property (Property) located in Escambia County, Florida, in the area commonly known as the Escambia Wood Treating Company Superfund Site, more particularly described in the Agreement for Sale and Purchase attached to this resolution; and

WHEREAS, the City of Pensacola, a Florida municipal corporation (City), has requested that the County convey the Property to it so that it can be developed as a commerce park; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the public to convey the Property to the City under the terms and conditions stated herein; and

WHEREAS, the conveyance of the Property from the County to the City is authorized pursuant to Section 125.38, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The County shall convey the Property to the City for a purchase price of One Dollar (\$1.00), with all closing costs being borne by the City, and otherwise in accordance with the terms of the Agreement for Sale and Purchase attached to this Resolution.

Section 3. This conveyance is authorized subject to the following conditions:

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 take no action that will adversely impact either the Palafox CRA or TIF. 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.

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.

Section 4. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Wilson B. Robertson, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form and legal sufficiency.

By: [Signature]
Title: Asst. County Attorney
Date: Nov. 30 2011

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 _____, 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 take no action that will adversely impact either the Palafox CRA or TIF. 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.

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.

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 $\frac{1}{4}$ interest in, and title in and to an undivided $\frac{1}{4}$ 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:

SELLER:
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:

This document approved as to form
and legal sufficiency.

By [Signature]
Title Asst. County Attorney
Date Nov. 30, 2011

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)

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Replacement Backup - Exhibit A
- CAR I-8
BCC: 12-08-2011

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

Exhibit A

escpaLegal 052S301001002017

Page 1 of 1

**Escambia County Property Appraiser
052S301001002017 - Full Legal Description**

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 6738 P 1493

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

2011-001276 BCC
Dec. 08, 2011 Page 17

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 (Grantor), and the City of Pensacola, a Florida municipal corporation, whose address is 222 West Main Street, Post Office Box 2910, Pensacola, Florida 32521 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, 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.

GRANTOR 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 take no action that will adversely impact either the Palafox CRA or TIF. 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.

IN WITNESS WHEREOF, Grantor 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

escpaLegal 052S301001002017

Escambia County Property Appraiser
052S301001002017 - Full Legal Description

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 6738 P 1493

2011-001276 BCC
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Replacement Backup - Exhibit A
- CAR I-8
BCC: 12-08-2011

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