

**SECOND LAND USE AND COMMUNITY GARDEN OPERATING AGREEMENT  
BY AND BETWEEN THE CITY OF PENSACOLA AND  
THE HIVE FOUNDATION, INC.**

This Second Land Use and Community Garden Operating Agreement ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Pensacola, Florida, a Florida municipality ("City") and The Hive Foundation, Inc. a 501c3 not-for profit licensed to do business in the State of Florida, as sponsor and managing operator ("Operator") of a not-for-profit community garden activity at the City's Hollice T. Williams Park. The Hive Foundation is an affiliate of Innisfree Hotels.

**RECITALS:**

- A. On March 20, 2015, the City of Pensacola entered into and executed a Memorandum of Understanding with the Hollice T. Williams Community Garden Organization sponsored by Innisfree Hotels, for the purpose of allowing the Operator to develop and maintain a community garden for the benefit of the public on land owned by the City of Pensacola and adjacent land leased by the City from the State of Florida Department of Transportation. The Operator has successfully developed the community garden into a project that utilizes volunteers to operate the garden and is desirous of expanding its activities and securing an agreement that provides greater certainty of the opportunity to enhance its activities with the goal of establishing an on-going gardening and marketing venture which will become self-sustaining.
  
- B. The City of Pensacola and the Operator's predecessor, (Tin Can Communications, LLC) entered into a First Land Use and Community Garden Operating Agreement on November 5, 2018, for a term of three (3) years. The terms and conditions for the continued use by the Operator of the garden facilities, for operation without impacting or encroaching upon other projects which the City may initiate during the term of this Agreement are contained herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, City and Operator agree as follows:

**TERMS**

- 1. **RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.
  
- 2. **TERM:** The term of this Agreement shall be for the duration of five (5) years commencing on the effective date at the beginning of this agreement.
  
- 3. **CONSIDERATION:** The City and the Operator hereby acknowledge that this Agreement is supported by good and valuable consideration, the sufficiency and delivery of which is hereby acknowledged. The parties agree that the Operator is responsible for all expenses such as capital expenses, maintenance expenses, operation expenses, insurance, taxes, and all utilities. All

expenditures for improvements and maintenance repairs and construction in the amount of \$5,000.00 or more shall receive prior written approval from the Mayor or his designee. All improvements shall be completed to the satisfaction of the Lessor pursuant to Section 6 below.

**4. PROPERTY:** The Property which are the subject of this Agreement consist, more or less, of the southern half of the parcel owned by the City identified by the Escambia County Property Appraiser as Parcel Reference No. 000S009020014142, and a small eastern and southern portion of the adjacent parcel of land leased to the City by the Florida Department of Transportation (FDOT) identified as Parcel Reference No. 000S009020011142, as depicted on the attached aerial photograph and technical sketch identified as Exhibit A of this agreement. The FDOT, pursuant to its Lease Agreement with the City dated March 8, 1979, as amended, may decide to cancel the Lease for the purposes set forth in Section 12.02. The terms of the Lease Agreement between the City and FDOT as described above are incorporated by reference and shall be controlling over the terms of this Agreement. A copy of the Lease Agreement between FDOT and the City is attached and incorporated by reference as Exhibit B. Should the FDOT cancel its Lease with the City, then this Agreement shall be cancelled.

**5. TITLE TO IMPROVEMENTS:** Title to Improvements that shall be placed upon the Property by Operator shall vest in City upon the completion of the Improvements, and Operator acknowledges that it shall have no right to remove such fixed or permanent improvements from the Property.

**6. INSPECTION AND ACCESS TO PROPERTY:** During the term of the Agreement and any renewal or extension hereof, Operator shall permit the representatives of City access to the Property at all reasonable times deemed necessary for inspection. An inspection shall occur at least once per year by a representative of the City to document improvements and the condition of the property. City shall have the right to have access to construct restroom facilities during the Term of this Agreement.

**7. NO MORTGAGES OR ENCUMBRANCES:** Operator shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein. Operator shall remove any liens or encumbrances placed against the Property on account of Operator's activities or occupation of the Property during the term of this Agreement or as it may be renewed. If Operator fails to remove any such lien from the Property, within thirty (30) days of the recording or other reasonable notice of any lien or encumbrance, such failure shall constitute a breach of the Agreement.

**8. OPERATOR'S USE:** The Operator shall have the right to occupy and use the Property for the purpose of operating a community Gardening Program for the purposes described herein under this Agreement and in accordance with the following limitations:

A. Operator shall maintain the Property in a neat and orderly manner according to standards as determined by the City. Any and all repairs required will be the responsibility of the Operator.

B. All Property improvements will comply with all local, state, and federal requirements of the Americans with Disabilities Act and comparable state legislation.

- C. The City must approve all new improvements before work is commenced.
- D. The Operator may utilize an existing irrigation system on the Property but will be responsible for all related new installation expenses, repairs, and maintenance.
- E. The Operator will notify the City immediately if any incidents occur at the Property which require medical attention or whenever public safety personnel are called to assist in any circumstance.
- F. The Operator may conduct fundraising events on the Property (including but not limited to movie nights, and musical performances) which may include food and merchandise vendors. In the event the Operator wishes to conduct any commercial activity not related to the support of the Property, it must request permission in writing from the City to do so.
- G. Operator will provide and pay for any facility maintenance which may be required on the Property.
- H. The Operator will maintain current Commercial General Liability Insurance Policy with limits of \$1,000,000 per occurrence, with the City named as an additional named insured, and Operator will provide the City's Risk Manager with a current copy of each such policy. A Certificate of Insurance in an acceptable format and in compliance with this subsection is attached to this Agreement as Exhibit C.
- I. The Operator will secure and maintain on file a valid hold harmless agreement approved by the City with respect to each volunteer admitted entering onto the Property.
- J. The City maintains the right to disallow any specific activity which it deems to be contrary to the best interests of the City of Pensacola on the Property and shall notify the Operator of such disallowance in writing.
- K. Operator shall be responsible for payment of all utility expenses including electricity, water, and natural gas.

**9. OPERATOR'S ACKNOWLEDGEMENTS AND REPRESENTATIONS:** Operator represents to and covenants with City that the representations made by it are true and correct and that Operator shall use the Property only for such purposes as described.

**10. EXPANSION OF USE OF PROPERTY:** The Operator may be granted approval for an expansion of use of the Property to erect a kitchen and education center at Operator's cost provided that a written request for expansion be provided to the Mayor, through the Parks and Recreation Director, who may grant or deny the expansion in his or her complete discretion.

**11. CITY RESPONSIBILITY:** The City shall provide water for irrigation of the Garden but does not guarantee that any groundwater provided will be potable.

**12. RELATIONSHIP OF THE PARTIES:** The Operator shall be an independent contractor of its activities on the Property and shall not be an agent of the City of Pensacola. The City is granting the Operator the right to use the Property for gardening purposes only, and it is

not the intent of the parties that a Landlord/Tenant relationship is created by this Agreement, nor is it the intent that this Agreement creates any third-party beneficiaries.

**13. SOVEREIGN IMMUNITY:** The City does not waive its right of sovereign immunity, its police power to provide for the public interest and safety, nor its municipal authority to provide for and protect its assets by entering into this Agreement.

**14. HOLD HARMLESS:** The Operator hereby agrees to hold the City harmless from any and all claims arising from the Operator's use of the Property and further agrees to indemnify the City from any and all such claims or judgments which may arise from the Operator's use of the Property.

**15. INSURANCE REQUIRED:** Operator shall maintain insurance and provide City with certificates in accordance with subsection 8H. above during the life of this Agreement as may be applicable under the circumstances. The City shall have the right to make reasonable increases to the minimum required limits of liability during the term of this Agreement or any renewal or extension hereof. Operator shall be responsible for all deductibles and self-insured retentions under its insurance policies.

**16. MISCELLANEOUS**

A. Operator, by exercising the rights granted herein, shall not discriminate, or permit discrimination against any person or group of persons in any manner on the grounds of race, color, sex, sexual orientation, religion, national origin or ancestry, age, physical handicap, or disability. Non-compliance with such assurances shall constitute a breach of this Agreement, and in the event of non-compliance, City may take appropriate action to enforce compliance and, at its option, may terminate this Agreement or seek judicial enforcement thereof.

B. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, and venue shall lie in Escambia County, Florida.

C. **Notices.** All notices regarding this Agreement shall be addressed from one party to the other according to the following:

FOR THE CITY:  
City Administrator  
City of Pensacola  
222 W. Main Street  
Pensacola, Florida 32502  
FOR THE OPERATOR:

The Hive Foundation, Inc.  
c/o CEO  
Innisfree Hotels Inc.  
113 Bay Bridge Drive  
Gulf Breeze, Florida 32561

All notices shall be delivered by U.S. Mail, postage prepaid, return receipt requested or by hand-delivery at the above addresses.

D. Remedies for Default. In the event that Operator defaults on any of its obligations as set forth in Section 8 above, Operator shall have a ten-day period in which to cure the default calculated from the day that Operator is notified of the default. Should Operator fail or refuse to cure the default, then City, in its sole and absolute discretion, may terminate this Agreement. At no time shall Operator be entitled to the remedy of specific performance. City reserves the right to exercise all legal and equitable remedies available to it in the event of an uncured default by Operator.

E. There shall be no modification of this Agreement, except in writing, executed with the same formalities as was this Agreement.

F. If any provision of this Agreement or application thereof is held invalid, such invalidity will not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to that end, the provisions hereof are declared to be severable.

G. This instrument embodies the whole Agreement of the parties and supersedes any and all other agreements or understandings. No failure of City to exercise any power given it hereunder, or to insist upon strict compliance by Operator of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of City's right to demand strict compliance with the terms hereof.

H. This Agreement may be executed in one or more counterparts each of which shall be deemed an original.

**IN WITNESS WHEREOF** the parties hereto have subscribed their names the date first written above.

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[SIGNATURE PAGE FOLLOWS]

**CITY:**

**City of Pensacola**

By: \_\_\_\_\_  
Grover C. Robinson, IV  
Mayor

**ATTEST:**

\_\_\_\_\_  
Ericka L. Burnett, City Clerk

Witnesses:

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

**OPERATOR:**

**The Hive Foundation, Inc.**

By: \_\_\_\_\_  
Ted Ent, Secretary

**ATTEST:**

\_\_\_\_\_  
Witness

Witnesses:

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

**EXHIBIT A**  
**AERIAL PHOTOGRAPH AND TECHNICAL SKETCH**

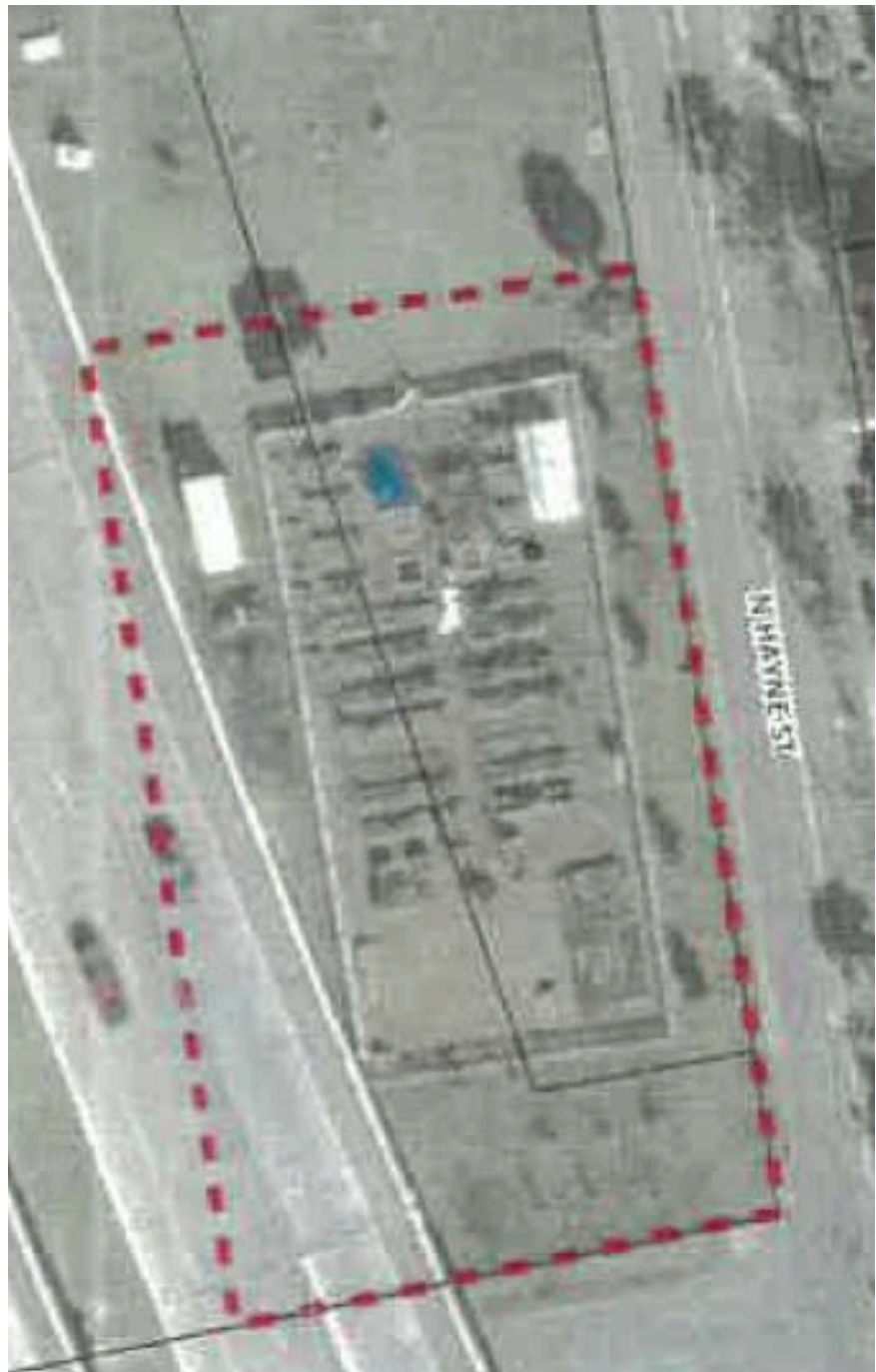
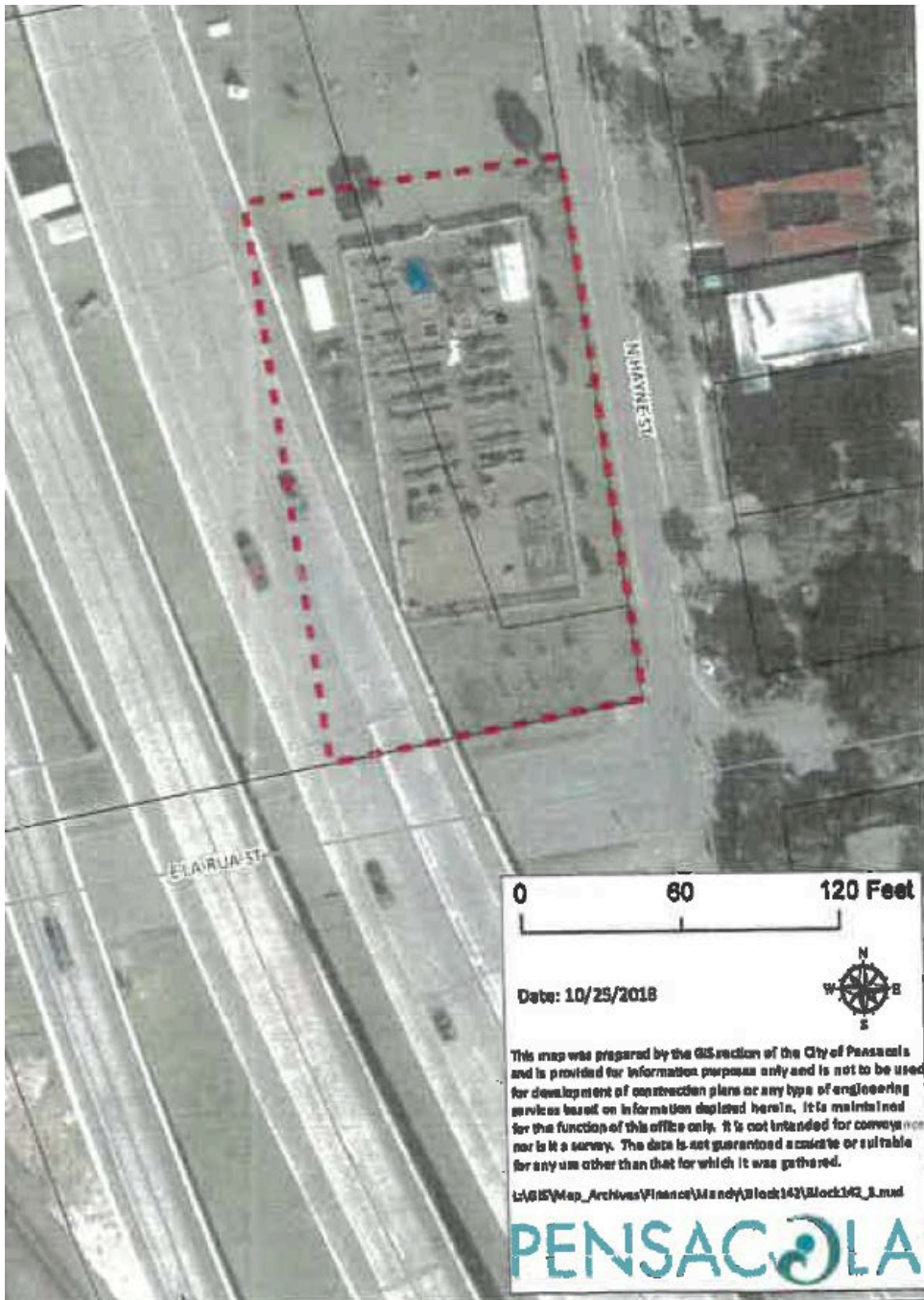
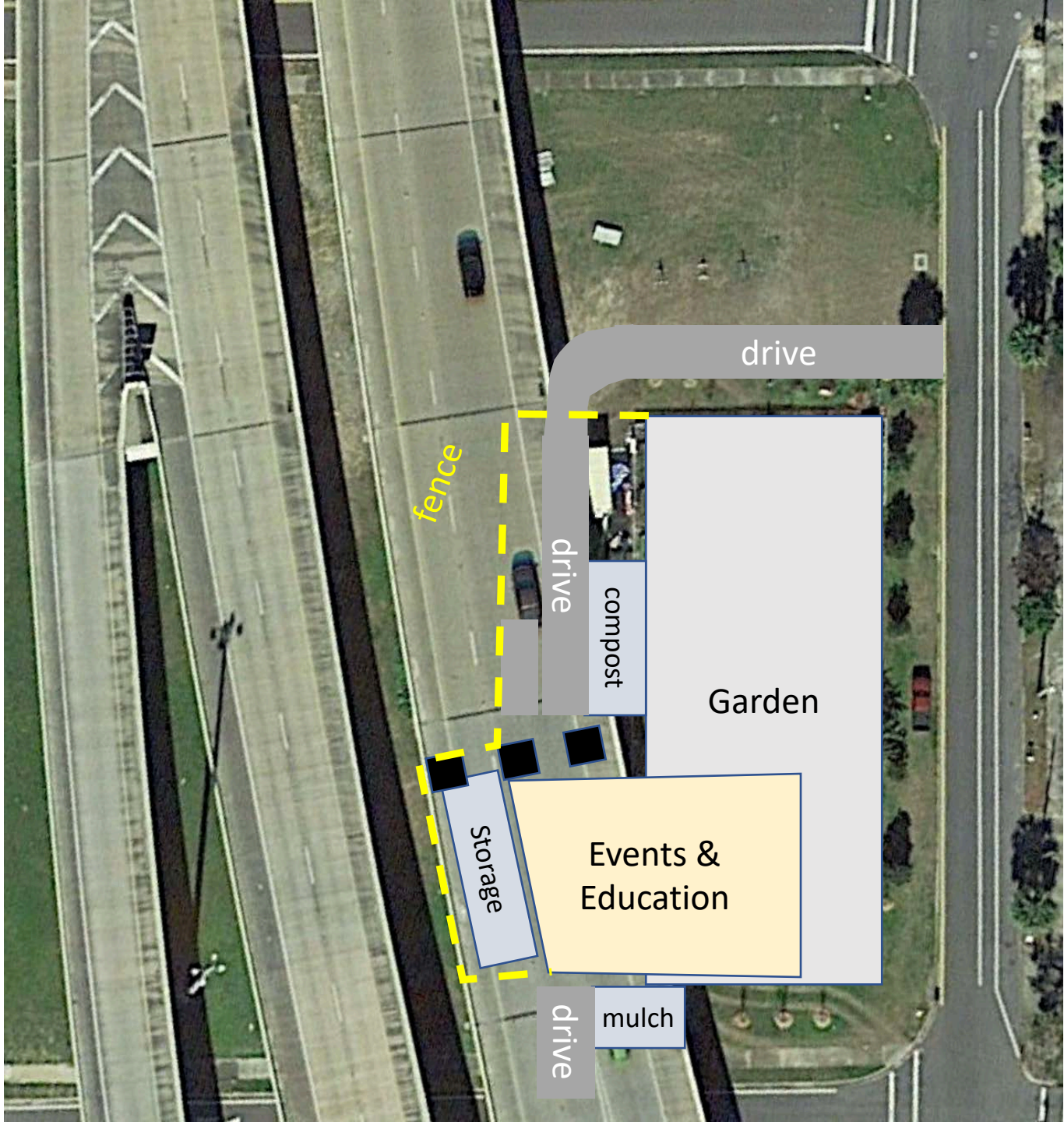






Exhibit C

Proposed Fence



Proposed  
Leased  
Premises



current

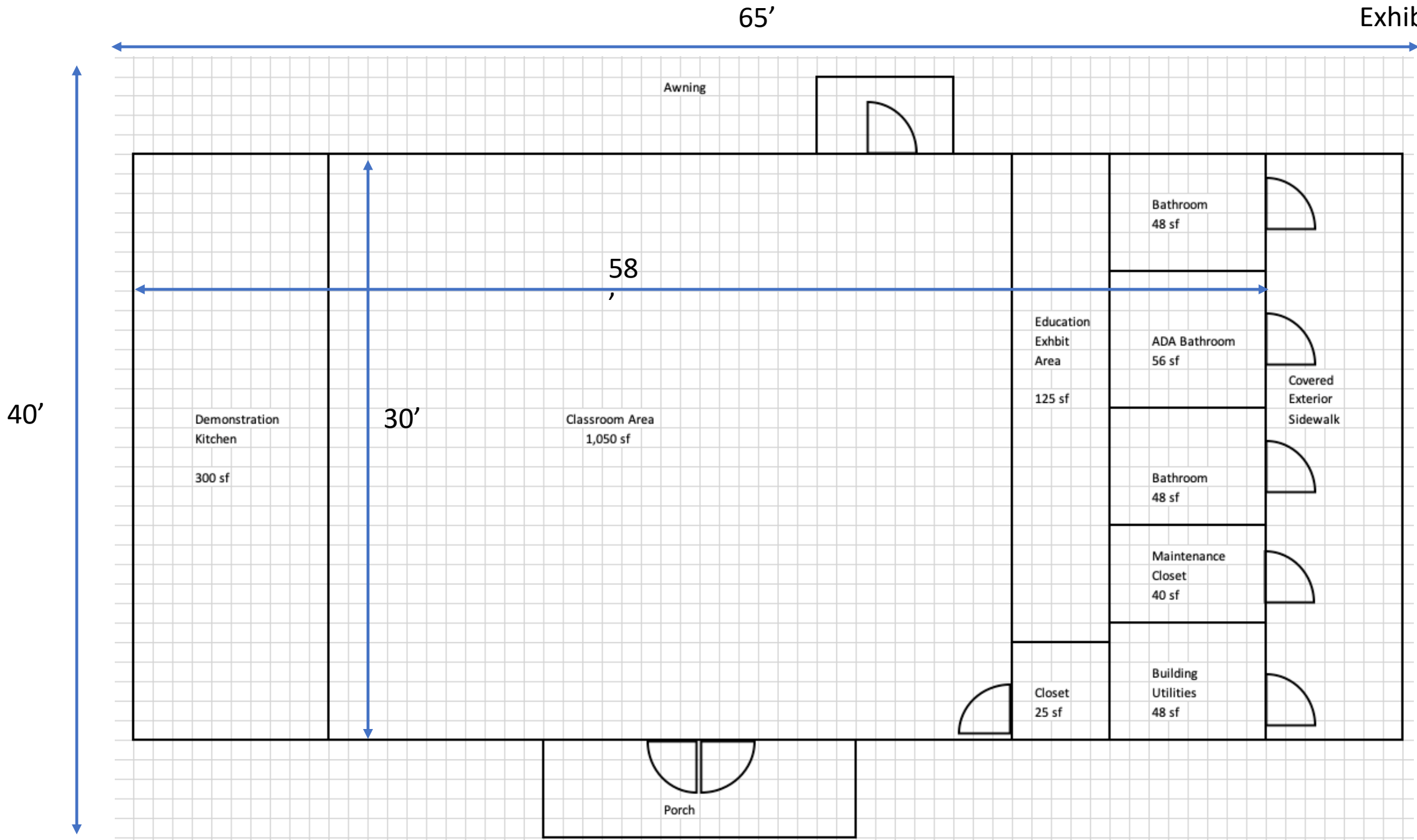


Proposed





Exhibit E  
Proposed Curb Cuts







Move  
Container  
To South  
into  
Storage  
Area

Move  
Mulch







Fence



Mulch  
Storage



Drive

**EXHIBIT B**  
**LEASE AGREEMENT BETWEEN FDOT AND CITY**

A G R E E M E N T

THIS AGREEMENT made and entered into this Eight  
day of March, 1979, by and between the  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency  
of the State of Florida, hereinafter called "DEPARTMENT", and the  
CITY OF PENSACOLA, a Municipal Corporation, hereinafter called  
"CITY", and superseding all previous agreements heretofore  
entered into by the DEPARTMENT and the CITY relative to the  
multiple use and joint development of Interstate 110 more  
particularly described in Attachment A,

WITNESSETH:

WHEREAS, the DEPARTMENT is desirous of obtaining a more  
functional utilization of the right of way of its interstate  
facilities in the CITY; and,

WHEREAS, the DEPARTMENT is desirous that said right of way  
should make a greater contribution toward creating a safer, more  
healthy; and more attractive urban environment; and,

WHEREAS, the DEPARTMENT is desirous of obtaining participa-  
tion from the CITY in connection with the above objectives,  
specifically on Interstate 110 right of way, from Maxwell Street  
South to Cervantes Street, hereinafter called the "PROJECT";  
and,

WHEREAS, the CITY agrees to participate in said PROJECT  
as set forth below; and,

WHEREAS, the DEPARTMENT in cooperation with the CITY and  
the Federal Highway Administration has conducted a comprehensive  
study, inventory and analysis of all right of way properties  
beneath and adjacent to the PROJECT to determine the feasibility  
of the highest and best use for multiple use and joint develop-  
ment purposes pursuant to the public safety, health and general

... SAID PROJECT, ...  
said inventory and analysis having been completed in October of 1972 entitled: "I-110 Pensacola, Florida" hereinafter referred to as the Multiple-Use Reconnaissance Study which has been approved by the CITY, the DEPARTMENT, and the Federal Highway Administration; and,

WHEREAS, the Florida Law requires that the DEPARTMENT, in developing comprehensive plans, shall take into account the joint use of transportation corridors and major transportation facilities for alternate transportation and community uses; and,

WHEREAS, Florida Law provides that, under certain conditions, the DEPARTMENT and specifically the Division of Road Operations may sell, lease or convey, in the name of the State, any land, buildings, or other property, real or personal;

NOW, THEREFORE, the parties hereto do hereby covenant and agree as follows:

I.

CONSIDERATION

The consideration of each of the parties entering this Agreement is as above stated in the various covenants, promises, understandings, and agreements each party to the other as set forth herein. Each of the covenants, promises, understandings, and sub-agreements set forth herein represents a material item of consideration to each of the parties and failure of any of the items herein set forth constitutes a material breach of the Agreement, and a failure of consideration.

II

DEFINITIONS AND ABBREVIATIONS

2.01. The I-110 Pensacola, Florida Multiple Use Reconnaissance Study of October 1972 of which both parties are aware, and have copies, shall be hereinafter called "NURS".

2.02. The Federal Highway Administration of the U. S.

"FHWA".

2.03. The words "Contact Officer" denotes the person designated by each of the parties to be the person(s) to whom, for the prompt, expeditious handling of business, all correspondence from the other party pertaining to this Agreement shall be directed, and initial contact made relating to problems or matters under this Agreement. The Contact Officer for the DEPARTMENT shall be the District Engineer of the Third Road District, or should the road districts be changed in the future by law, the District Engineer, or his successor having responsibility for the state road network in Escambia County at the time in question. The Contact Officer for the CITY will be the City Manager, or his successor.

### III

#### LEASE

3.01. The DEPARTMENT hereby leases to the CITY and the CITY does hereby lease, take and hire from the DEPARTMENT beginning upon date of full execution, for a period of 99 (ninety nine) years, the property, including air space rights, set forth in Exhibit A attached hereto, incorporated herein by reference and made a part hereof.

3.02. The rental shall be a total of \$100.00 (One Hundred and 00/100 Dollars) for the entire period, payable in advance on or before 90 (ninety) days after complete final execution.

3.03. The lease estate, including air space rights, is expressly subject to the terms, conditions and limitations hereinafter set forth in this Agreement.

### IV

#### FEDERAL HIGHWAY ADMINISTRATION APPROVAL

4.01. The properties herein leased were acquired as right of way for the construction of I-110, under the guidelines of FHWA. While not a party to this Agreement the FHWA is funding a

...portion of both the cost of acquisition of right of way and cost of construction for said highway. By law before committing itself to such funding the FHWA must reserve certain future supervision over the PROJECT. Said agency operates in accordance with statutory and case law as well as its procedural rules and regulations. FHWA is required to comply with Volume 7, Chapter 4, Section 3, dated October 4, 1974, and Volume 7, Chapter 7, Section 8 (PPM 90-5), dated March 27, 1973, as well as all amendments enacted pursuant thereto. Because of funding by FHWA the DEPARTMENT must obtain its concurrence at various times on items as set forth herein concerning implementation of this Agreement. The CITY acquiesces, agrees and understands that where discretion is allowed the DEPARTMENT under this Agreement, its actions for the most part have FHWA concurrence.

## V

HIGHWAY

5.01. The land herein leased, having been acquired by the DEPARTMENT for the purpose of right of way for I-110 and because this lease is being executed prior to, or simultaneously with the execution of the construction contract for the highway, the DEPARTMENT's construction plans, and all changes thereto, including, but not limited to, supplemental agreements, change orders, plan changes and field changes are hereby made a part of this lease, and the construction of I-110 by the contractor including all ancillary activities shall be given absolute and complete priority over the use of the leased facilities by the CITY or any sub-lessee. In order to conduct or engage in any activities during the period of construction the CITY or any sub-lessee must obtain express written permission from the DEPARTMENT. The DEPARTMENT contemplates that it will complete construction as soon as reasonably possible, all factors being taken into consideration.

5.02. Any land in Exhibit A or permanent improvements attached thereto required specifically for highway purposes (such as pilings, piers or other necessary highway appurtenances)

lease agreement as if specifically excepted by description.

## VI

LESSEE'S USE OF LEASED PREMISES

6.01. After construction, or during construction with permission as provided in Paragraph 5.01, the CITY will develop, use and maintain the leased properties in accordance with MURS, and comply with all other applicable laws. This paragraph contemplates an affirmative duty of the CITY within a reasonable time to use the leased premises either itself or by a sublease, in accordance with MURS. It is contemplated that the CITY will sublease part of the property herein leased but only in accordance with the conceptual uses as set forth in MURS and in accordance with the other conditions of this Agreement. In any sublease the CITY, being in contemplation of this Agreement the responsible party for all leased property whether or not subleased, has the duty to take all reasonable, necessary and desirable measures to insure the sub-lessees' compliance with the overall lease requirements and objectives, and the DEPARTMENT will look to the CITY to perform this function. All duties under this Agreement owed to the DEPARTMENT by the CITY are made applicable regardless of whether property is subleased. There are additional duties and requirements hereinafter set forth in those cases where all or parts of the leased property is subleased.

6.02. The DEPARTMENT acknowledges that it may sanction a departure from MURS under certain conditions and situations, at its own discretion. Any such departure must have concurrence by the FHWA. Any variance granted from compliance with MURS by the DEPARTMENT must be in writing and shall be deemed to stand on its own and shall not constitute a precedent or waiver as to any future variance. Each variance, if granted, shall be deemed an individual case and have no relation to any other request for a variance, the denial or granting of which are rights expressly reserved by the DEPARTMENT.



is expressly sanctioned by the DEPARTMENT.

## VII

### SUBLEASE CONSIDERATION AND PROCEDURE

7.01. The CITY may sublease to governmental or non-governmental agencies for a minimal consideration, or for a good, valuable and adequate consideration based upon economic rent. All revenues received as a result thereof, after deducting reasonable administrative costs incurred by the CITY in servicing the subleases, must be used in either the construction, maintenance or operation of the CITY transportation system.

7.02. It is contemplated that the CITY may at a time in the future desire and obtain participation from another governmental agency both financially and in the work of administering the revenue generating subleased property. Any such participation must be at the CITY's option. In such event the participating agencies shall receive the rental income (after administrative expenses are deducted) to the extent of financial and work participation. All income received after deduction of administrative expenses shall be used in either the construction, maintenance or operation of the CITY transportation system.

7.03. All subleases to non-governmental agencies shall be based upon the principle of non-discrimination and open, fair competition, except that the CITY shall adopt a uniform system of preferential consideration to be given applicants (where corporate or otherwise) who were previously located in the I-110 corridor from Maxwell Street South, and displaced by the I-110 project. All rights to preferential treatment shall terminate after an offer in writing for such treatment has been tendered by the CITY and refused. Under no circumstances shall the right to preferential treatment extend to subsequent subleases should the original sublease be terminated for any reason.

7.04. All subleases must be approved in writing by the DEPARTMENT as to form, content and parties. FHWA must concur in each case in this approval.

by any sub-lessee from that provided in any sublease or any material alterations in any structures placed on the leased premises by a sub-lessee under authority of any sublease or otherwise must be expressly approved in advance by the DEPARTMENT, and this provision (a paragraph to this effect), must go into any sublease hereunder. The FHWA must concur in any change or alteration.

### VIII

#### BUILDING OR USE REQUIREMENTS RE FIRE PREVENTION

8.01. There shall be a provision in all subleases as well as being a condition of this lease that all structures and buildings placed upon the leased premises, including any structures (1) by the CITY as lessee, or (2) those of any sub-lessee must be of fire resistive construction in accordance with provisions of local applicable building codes which must be acceptable to the DEPARTMENT and FHWA. Should the local building code be unacceptable to the DEPARTMENT and/or FHWA, a nationally accepted model code will be used.

8.02. No building or structure thereon or land under lease or sublease shall be used in the manufacture or storage of flammable, explosive or hazardous material, nor shall any occupation be allowed which is deemed hazardous in the opinion of the DEPARTMENT and the FHWA to use of the highway above or non-highway use of the leased premises.

### IX

#### DEPARTMENT AND FHWA INGRESS AND EGRESS

9.01. The DEPARTMENT, for itself and FHWA, retains the right to have access over and across and through the leased premises (whether or not subleased) for purposes of access to provide maintenance, inspection, or reconstruction of the highway facility herein involved or for inspection of the leased premises as to the use to (for) which it is being put. The

reasonable in such use and will not unnecessarily cross the leased (or subleased) premises for such inspection, maintenance or construction or reconstruction of the highway facility or for the inspection of the leased premises, but necessity and reasonableness will be determined by the DEPARTMENT's and FHWA's obligations for the highway and duties in supervision of this lease.

X

CITY INDEMNITY

10.01. The DEPARTMENT, pursuant to this lease, contemplates turning control of leased premises to the CITY for the uses and purposes set forth in this Agreement and will not supervise day to day activities that may be carried on, on the leased premises. The DEPARTMENT desires only to retain the certain prerogatives for approval as contained in other provisions of this Agreement and to insure that the leased property is used as contemplated herein. Because of the uncertainties as to exposure of tort liability to the DEPARTMENT, both parties desire that the DEPARTMENT and FHWA shall have no such tort liability for any action or occurrence which arises due to the use of the leased premises, including any sublease, wherein the DEPARTMENT itself or any of its agents or employees are not negligent. For the purpose of this paragraph, neither the CITY nor any sublessee hereunder shall be considered an agent of the DEPARTMENT. Therefore, should any insurance protection or indemnity flowing to the DEPARTMENT from the lessee or any sublessee fail for any reason whatsoever, the CITY agrees to indemnify and save harmless the DEPARTMENT and FHWA against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, or any other legal entity arising from the conduct of or management about the demised premises, or from any accident or occurrence in or on the demised premises, and will further indemnify and save the DEPARTMENT and FHWA harmless against and from any and all

CITY and/or any sub-lessee arising from any act or negligence of the CITY, or any of its agents, contractors, servants, employees or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action brought thereon; and in case any action or proceeding be brought against the DEPARTMENT and FHWA by reason of any such claim, the CITY, upon notice from the DEPARTMENT, covenants to resist or defend at the CITY's expense, such action or proceeding by counsel reasonably satisfactory to the DEPARTMENT. This indemnity provision shall be interpreted to include: (1) third party claims arising out of actions by the CITY and/or other parties or occurrences in connection therewith in the use of the highway facility on or adjacent to the leased premises, and (2) any damage done to the roadway by the sub-lessees.

The CITY assumes specific responsibility for the payment of the cost to repair any damages to the highway and for the payment of damages for personal injury, loss of life, or property damage where such damages are related to the use of the property under the provisions of this lease or any sublease.

10.02. The CITY shall have all applicable subrogation rights.

XI

TERM, RENEWAL, CANCELLATION AND BREACH

11.01. The primary term of this lease shall be for a period of ninety nine (99) years. The DEPARTMENT agrees that the lease may be renewed upon terms and conditions to be mutually agreeable at the time of renewal. The DEPARTMENT, however, reserves the right not to renew this lease in its discretion and this paragraph shall not be construed as obligating the DEPARTMENT to renew said lease at the expiration of the primary term hereof. In addition, any renewal must have concurrence of the FHWA or its successor agency,

11.02. In entering into this lease, the DEPARTMENT recognizes that it has reviewed the total PROJECT in detail over a

period of years and has determined that none of the property leased herein will be necessary for DEPARTMENT use in the reasonable foreseeable future during the period of this 99 year lease or possible renewals hereof. However, recognizing that circumstances not foreseeable at this time may occur in the future, the DEPARTMENT hereby reserves the right to cancel this lease at any time as to any and all properties leased herein, by setting forth in writing the DEPARTMENT's action and a reason therefor and mailed on appropriate correspondence to the CITY Contact Officer. The only acceptable reason for cancellation under this clause would be a transportation need as defined by Florida Law for a part or all of the leased premises herein. The CITY, and all sub-lessees, must be given written notice of the DEPARTMENT's intention to exercise its right of cancellation herein by a minimum of one (1) year's notice prior to any such cancellation. The FHWA must approve any such cancellation. If improvements have been constructed on land for which the lease is cancelled in accordance with the above, either by the CITY or by a sublessee, the DEPARTMENT will compensate the CITY or the sublessee for the loss of such improvements. The amount of compensation shall be as agreed upon by the parties or, failing agreement, as determined by eminent domain proceedings. In either case, there shall be no compensation for business damages.

11.03. In the event of a breach of this lease by the CITY, the DEPARTMENT shall have the option to cancel same. The DEPARTMENT shall serve notice in writing of such cancellation upon the CITY, any sublessee and any mortgage holder of record, at least ninety days before the effective date of such cancellation. The notice shall specify the breach and provide that if cured within the time specified the cancellation shall not be effective, otherwise the lease shall stand cancelled on the date stated in such notice.

If the CITY has constructed improvements on land as to which the lease is cancelled in accordance with the above, title to such improvements shall immediately vest in the DEPARTMENT upon such cancellation and the CITY shall not be compensated for

the loss of such improvements.

If there is a sublessee of the land as to which this lease is cancelled in accordance with the above, and the sublessee is in good standing under the terms of the sublease, the rights of such sublessee shall not be affected by such cancellation upon the agreement of sublessee to attorn directly to the DEPARTMENT as lessor.

If a sublessee should fail to comply with any of the provisions of this lease applicable to such sublessee, and the CITY shall fail to secure compliance, the DEPARTMENT shall have the option to cancel this lease as to the land demised to sublessee. The DEPARTMENT shall follow the same procedure and give the same 90 day notice as outlined above in the event of breach of lease by the CITY. Upon cancellation, the leasehold estate of the sublessee shall terminate, title to all improvements on the subject land shall vest in the DEPARTMENT, and sublessee shall immediately surrender possession to the DEPARTMENT.

A mortgagee holding a mortgage on the leasehold estate of a sublessee, whose leasehold interest has been terminated in accordance with the above, shall have the right to succeed to all interest of the sublessee as they existed at the time of cancellation upon agreement by such mortgagee to assume the duties and obligations of such sublessee.

11.04. Failure to cancel or to take other appropriate action upon breach shall not be construed as a waiver of the DEPARTMENT's rights set forth in this Agreement with respect to any such breach or any subsequent breaches.

11.05. In addition to any rights herein provided for enforcement of this Agreement, the DEPARTMENT shall have in a cumulative manner all other rights provided by law, including but not limited to Chapter 83 of the Florida Statutes, and in addition the right of injunction.

## XII

### LEASE TO TAKE PRECEDENCE

12.01. The wording of this Agreement shall take precedence

approval of the sub lease.

12.02. All subleases shall have attached thereto a copy of this Agreement to be incorporated as a part of the sublease by reference. In addition to other things herein mentioned each sublease shall have a sentence or paragraph denoting that the provisions of this Agreement shall be controlling over the wording of the sublease. Failure to incorporate a copy of this lease into a sublease and failure to provide the aforementioned wording of this Agreement controlling shall be construed as a breach of this Agreement by the CITY.

12.03. All rights and the tenure of any subleasee shall be expressly subject to the terms of this lease between the lessor and lessee herein, including any cessation of the lease estate under this Agreement

### XIII

#### APPROVALS

13.01. All approvals that need to be given by parties to this lease or any part affected by this lease shall be construed to be subject to a test of reasonableness under the circumstances considering the duties and obligations of the party and/or parties giving the approval. No approvals hereunder shall be arbitrarily withheld.

### XIV

#### IMPLEMENTATION OF MURS

It is recognized that the implementation of the items to be accomplished by the CITY under the conceptual plan in MURS cannot all be accomplished immediately. However, the CITY agrees that it will take all reasonable steps to implement the plan beginning immediately after completion of construction with a time period of approximately five (5) to seven (7) years thereafter for full implementation of said plan.

MISCELLANEOUS

15.01. This lease shall not be assignable nor transferable without the consent of the DEPARTMENT and concurrence of FHWA. Each sublease shall contain a similar clause regarding assignability or transferability. Failure to comply with this paragraph shall be considered a material breach.

15.02. In the event that the property herein leased (or later subleased) ceases to be used as provided under MURS or any variance allowed by the DEPARTMENT, and within a reasonable time is not put back to the use in accordance with MURS, same shall be considered a breach of this Agreement and a cause for cancellation in accordance with Paragraph 11.03.

15.03. All facilities and structures in the leased area (whether or not subleased) shall be maintained so as to assure that same will be kept in good condition both as to safety and appearance and that they will not unreasonably interfere with highway use. Failure to provide such maintenance will be justification for the DEPARTMENT to enter the premises and perform the maintenance, charging the CITY with the reasonable cost thereof. This provision shall be set forth in all subleases.

15.04. The following provisions for non-discrimination are applicable.

(a) The CITY, for its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for the accommodation of the traveling public or business users of any Federal-aid highway (such as eating, sleeping, rest, recreation, and vehicle servicing), he (she or it) will not discriminate on the grounds of race, color, sex, or national origin against such traveling public or highway users in their access to and use of the facilities and services so constructed, maintained or otherwise operated, and that the lessee or any sub-lessee shall maintain and operate such facilities and services in compliance



of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce, Part 8 (15 CFR, Part 8), and as said Regulations may be amended.

(b) The CITY, for its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person, on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in connection with the construction of any improvements on said lands and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors, (3) that such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation, and vehicle servicing) constructed or operated on, over, or under the space of the right of way, and (4) that the lessee and any sub-lessee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce, Part 8 (15 CFR, Part 8), and as said Regulations may be amended.

(c) In the event of breach of any of the above non-discrimination covenants, the DEPARTMENT shall consider same as a breach of the lease to be handled in accordance with Paragraph 11.03,

15.05. All subleased property shall be placed on the ad valorem tax rolls to the extent required by law.

15.06. On-premise signs, displays, or devices may be erected on structures to be placed upon the leased premises (whether leased or subleased) but shall be restricted to those indicating ownership and type of on-premise activities, and shall

size, location and design. The DEPARTMENT's approval must have FHWA concurrence.

15.07. The CITY, before utilizing that part of the leased premises to be used by it directly, shall submit to the DEPARTMENT for its approval a three dimensional plan, which submission shall also contain a general statement of the proposed use and there shall be attached all necessary maps, sketches, and other plans necessary to fully depict the intended use. The DEPARTMENT approval must have FHWA concurrence.

15.08. The DEPARTMENT and the FHWA shall be allowed to review the records or audit the records of the CITY relative to the affairs conducted under this lease at any time during regular business hours.

15.09. All concurrences by the FHWA to be effective must be in writing and a reasonable time is to be allowed for review.

15.10. In the event this Agreement is in excess of \$25,000 or has a term for a period of more than one year, the provisions of Chapter 334.21 (8)(a), Florida Statutes, are hereby incorporated:

"(a) The DEPARTMENT shall not, during any fiscal year, expend money, incur any liability, or enter into any contract which by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money shall be paid thereof. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein shall prevent the making of contracts for a period exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT in excess of Twenty-Five Thousand Dollars and having a term for a period of more than one year."

presents to be executed, the day and year first above written.

WITNESSES:

~~\_\_\_\_\_  
As to the Department~~

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: Bruce E. Johnson  
Director of

ATTEST: Carol Acosta (SEAL)  
Executive Secretary

WITNESSES:

Edward P. DeBona

Dean R. Lewis  
As to the City of Pensacola

CITY OF PENSACOLA, FLORIDA

BY: Blair M. Miller  
City Manager

ATTEST: J. Little (SEAL)  
City Clerk

APPROVED AS TO FORM, LEGALITY  
FLORIDA DEPARTMENT OF TRANSPORTATION

BY: FWK  
ATTORNEY

EXHIBIT "A"

SECTION 48270-2406  
 STATE ROAD 8-A(I-110)  
 COUNTY Escambia  
 FAP NO. I-110-1(56)13

DESCRIPTION OF PROPERTY TO BE LEASED TO THE CITY OF PENSACOLA BY THE FLORIDA  
 DEPARTMENT OF TRANSPORTATION

That portion of Blocks 137, 138 and 139, East King Tract, East of Tarragona Street, City of Pensacola according to Map of said City copyrighted by Thomas C. Watson in 1906, also that portion of Gonzalez Street De Sota Street and Strong Street bordered by the above numbered blocks lying within the following described boundaries: Begin at the Southwest corner of said Block 139; thence run North  $9^{\circ}51'53''$  West 986.89 feet along the East line of construction of Gonzalez Street; thence North  $77^{\circ}51'35''$  East 378.66 feet (parallel to the centerline of construction of Gonzalez Street) to the West line of Hayne Street; thence South  $8^{\circ}13'42''$  East 592.15 feet along the West line of Hayne Street to the beginning of a curve, concave to the Northeast having a radius of 2814.79 feet; thence from a tangent bearing of North  $17^{\circ}19'14''$  West run Northwest 299.80 feet along said curve through a central angle of  $6^{\circ}06'09''$  to the end of curve; thence North  $11^{\circ}13'05''$  West 58.8 feet; thence South  $78^{\circ}46'55''$  West 75.0 feet; thence South  $11^{\circ}13'05''$  East 58.8 feet to the beginning of a curve, concave to the Northeast having a radius of 2889.79 feet; thence run Southeast 363.86 feet along said curve through a central angle of  $7^{\circ}12'51''$  to the end of curve; thence South  $18^{\circ}25'56''$  East 214.33 feet to the beginning of a curve to the Southwest having a radius of 738.94 feet; thence run Southeast 131.60 feet along said curve through a central angle of  $10^{\circ}12'14''$  to the end of curve; thence South  $8^{\circ}13'42''$  East 1.79 feet to the South line of said Block 139; thence South  $80^{\circ}09'44''$  West 334.72 feet to the POINT OF BEGINNING; Containing 318,328 square feet (7.308 acres) more or less.

ALSO:

That portion of Blocks 134, 135 and 136, East King Tract, East of Tarragona Street, City of Pensacola according to Map of said City copyrighted by Thomas C. Watson in 1906 also that portion of Lloyd Street, Brainerd Street and Gonzalez Street bordered by said Blocks lying within the following described boundaries: Begin at the Northwest corner of said Block 134; thence run North  $80^{\circ}05'24''$  East 408.25 feet along the North line of said Block 134 to the West line of Hayne Street; thence South  $8^{\circ}13'42''$  East 988.74 feet along the West line of Hayne Street to a point 29 feet North  $12^{\circ}08'25''$  West of the centerline of construction of Gonzalez Street; thence South  $77^{\circ}51'35''$  West 380.32 feet (parallel to the centerline of construction of Gonzalez Street) to the East line of Tarragona Street; thence North  $9^{\circ}51'53''$  West 1003.11 feet along the East line of Tarragona Street to the POINT OF BEGINNING; Containing 392,342 square feet (9.007 acres), more or less.

ALSO:

That portion of Block 133, East King Tract, East of Tarragona Street, City of Pensacola, according to Map of said City copyrighted by Thomas C. Watson in 1906, lying within the following described boundaries: Commence at the intersection of Blount Street and Hayne Street; thence run South  $8^{\circ}13'42''$  East 30.76 feet along the centerline of Hayne Street; thence South  $81^{\circ}46'18''$  West 25 feet to the West line of Hayne Street at a point 30 feet South  $9^{\circ}56'42''$  East of the centerline of Blount Street said point being the POINT OF BEGINNING; thence South  $5^{\circ}13'42''$  East 286.20 feet along the West line of Hayne Street to a point 35 feet North  $9^{\circ}54'31''$  West of the centerline of Lee Street; thence South  $80^{\circ}05'29''$  West 326.33 feet (parallel to the centerline of Lee Street); thence North  $68^{\circ}02'43''$  West 45.38 feet to a point 25 feet North  $83^{\circ}31'42''$  East of the Baseline of West Frontage Road; thence North  $6^{\circ}25'18''$  West 262.37 feet (parallel to the Baseline of West Frontage Road) to a point 30 feet South  $9^{\circ}56'42''$  East of the centerline of Blount Street; thence North  $80^{\circ}03'18''$  East 357.30 feet (parallel to the centerline of Blount Street) to the POINT OF BEGINNING; Containing 102,982 square feet (2.364 acres), more or less.

That portion of Blocks 130, 131 and 132 East King Tract, East of Tarragona Street, City of Pensacola, according to Map of said City, copyrighted by Thomas C. Watson in 1906, also that portion of Mallory Street and Moreno Street bordered by said Blocks, lying within the following described boundaries: Commence at the intersection of Blount Street and Hayne Street; thence run North  $8^{\circ}13'42''$  West 29.26 feet along the centerline of Hayne Street; thence South  $81^{\circ}46'10''$  West 25 feet to the West line of Hayne Street at a point 30 feet North  $9^{\circ}56'42''$  West of the centerline of Blount Street, said point being the POINT OF BEGINNING; thence North  $8^{\circ}13'42''$  West 990.59 feet along the West line of Hayne Street to a point 30 feet South  $10^{\circ}55'50''$  East of the centerline of construction of Avery Street; thence South  $79^{\circ}04'10''$  West 337.41 feet (parallel to the centerline of construction of Avery Street) to a point 25 feet South  $79^{\circ}29'21''$  East of the Baseline of West Frontage Road; thence South  $10^{\circ}30'39''$  West 1.53 feet (parallel to the Baseline of West Frontage Road) to the beginning of a curve concave to the Easterly having a radius of 1120.92 feet; thence run Southwesterly, Southerly and Southeasterly 440.50 feet along said curve through a central angle of  $22^{\circ}30'58''$  to the end of curve; thence South  $12^{\circ}00'19''$  East 551.24 feet to a point 30 feet North  $9^{\circ}56'42''$  West of the centerline of Blount Street; thence North  $80^{\circ}03'18''$  East 358.36 feet (parallel to the centerline of Blount Street) to the POINT OF BEGINNING; Containing 373,393 square feet (8.572 acres), more or less.

ALSO:

That portion of Blocks 103, 106, 107, 127, 128 and 129, East King Tract, East of Tarragona Street, City of Pensacola, according to Map of said City copyrighted by Thomas C. Watson in 1906 also that portion of Hayne Street, Avery Street, Lakeview Street and Hernandez Street bordered by said Blocks lying within the following described boundaries: Commence at the Southwest corner of said Block 129; thence run North  $80^{\circ}03'47''$  East 106.94 feet along the South line of said Block 129 to the Baseline of West Frontage Road; thence North  $10^{\circ}30'39''$  East 18.36 feet along the Baseline of West Frontage Road; thence South  $79^{\circ}29'21''$  East 25 feet to the POINT OF BEGINNING; thence South  $45^{\circ}12'36''$  East 11.27 feet to a point 30 feet North  $10^{\circ}55'50''$  West of the centerline of construction of Avery Street; thence North  $79^{\circ}04'10''$  East 306.69 feet (parallel to the centerline of construction of Avery Street) to a point 25 feet South  $82^{\circ}05'47''$  West of the Baseline of East Frontage Road said point being on a curve concave to the Easterly having a radius of 679.81 feet; thence from a tangent bearing of North  $7^{\circ}54'13''$  West run Northwesterly, Northerly and North-easterly 193.38 feet along said curve through a central angle of  $16^{\circ}17'54''$  to the end of curve; thence North  $8^{\circ}23'41''$  East 847.21 feet along a line 25 feet Westerly of and parallel to the Baseline of East Frontage Road to the beginning of a curve concave Westerly having a radius of 1120.92 feet; thence run Northeasterly 1.85 feet along said curve through a central angle of  $0^{\circ}05'40''$  to the South line of Jordan Street; thence South  $80^{\circ}07'52''$  West 254.44 feet along the South line of Jordan Street to a point 25 feet South  $85^{\circ}38'21''$  East of the Baseline of West Frontage Road said point being on a curve concave to the Westerly having a radius of 1552.89 feet; thence from a tangent bearing of South  $4^{\circ}21'39''$  West run Southwesterly 166.69 feet along said curve through a central angle of  $6^{\circ}09'00''$  to the end of said curve; thence South  $10^{\circ}30'39''$  West 887.59 feet along a line 25 feet Easterly of and parallel to the Baseline of West Frontage Road to the POINT OF BEGINNING; Containing 267,043 square feet (6.13 acres), more or less.

ALSO:

That portion of Block 110, East King Tract, East of Tarragona Street, City of Pensacola, according to Map of said City copyrighted by Thomas C. Watson in 1906, also that portion of Hayne Street bordered by said Block lying within the following described boundaries: Commence at the intersection of Alcaniz Street and Maxwell Street; thence South  $80^{\circ}01'31''$  West 91.71 feet along the centerline of Maxwell Street to the Baseline of East Frontage Road; thence South  $8^{\circ}14'19''$  East 59.82 feet along the Baseline of East Frontage Road; thence South  $81^{\circ}45'41''$  West 25 feet to the POINT OF BEGINNING; thence North  $8^{\circ}14'19''$  West 29.03 feet (parallel to the Baseline of East Frontage Road) to a point

ALSO:

That portion of Lots 1, 2, 3 and 4, Block 106, East King Tract, East of Tarragona Street, City of Pensacola, according to Map of said City copyrighted by Thos. C. Watson in 1906, lying Easterly of the following described line: Begin on the South line of said Block 106 at a point 99.68 feet North  $80^{\circ}03'25''$  East of the Southwest corner of said Block; thence run North  $45^{\circ}46'27''$  West 10.16 feet to a point 37 feet South  $81^{\circ}35'19''$  East of the Baseline of East Frontage Road; thence North  $6^{\circ}23'41''$  East 306.25 feet to the North line of said Block 106 at a point 181.32 feet North  $80^{\circ}02'01''$  East of the Northwest corner of said Block 106; Containing 2023 square feet, more or less.

ALSO:

That portion of Lots 20, 21, 22, 23, 24, 25 and 26, Block 127, East King Tract, East of Tarragona Street, City of Pensacola, according to Map of said City copyrighted by Thos. C. Watson in 1906, lying Westerly of the following described line: Begin on the South line of said Block 127 at a point 142.07 feet South  $80^{\circ}02'01''$  West of the Southeast corner of said Block 127, said point being 37 feet North  $79^{\circ}29'21''$  West of the Baseline of West Frontage Road; thence North  $10^{\circ}30'39''$  East (parallel to said Baseline) 172.15 feet to the beginning of a curve concave Westerly having a radius of 1490.89 feet; thence run Northeasterly 137.12 feet along said curve through a central angle of  $5^{\circ}16'10''$ ; thence North  $47^{\circ}22'12''$  West 10.72 feet to the North line of said Block 127 at a point 55.45 feet South  $80^{\circ}07'52''$  West of the Northeast corner of said Block 127; Containing 6140 square feet, more or less.

ALSO:

That portion of Lot 24, Block 107, East King Tract, East of Tarragona Street, City of Pensacola, according to Map of said City copyrighted by Thos. C. Watson in 1906, lying Easterly of the following described line: Begin on the South line of said Block 107 at a point 145 feet South  $80^{\circ}02'01''$  West of the Southeast corner of said Block 107; thence North  $56^{\circ}01'17''$  West 13.86 feet to a point 37 feet South  $81^{\circ}36'19''$  East of the Baseline of East Frontage Road; thence North  $8^{\circ}23'41''$  East 111.36 feet to the North line of said Block 107 at a point 67.76 feet South  $80^{\circ}07'52''$  West of the Northeast corner of said Block 107; Containing 1761 square feet, more or less.

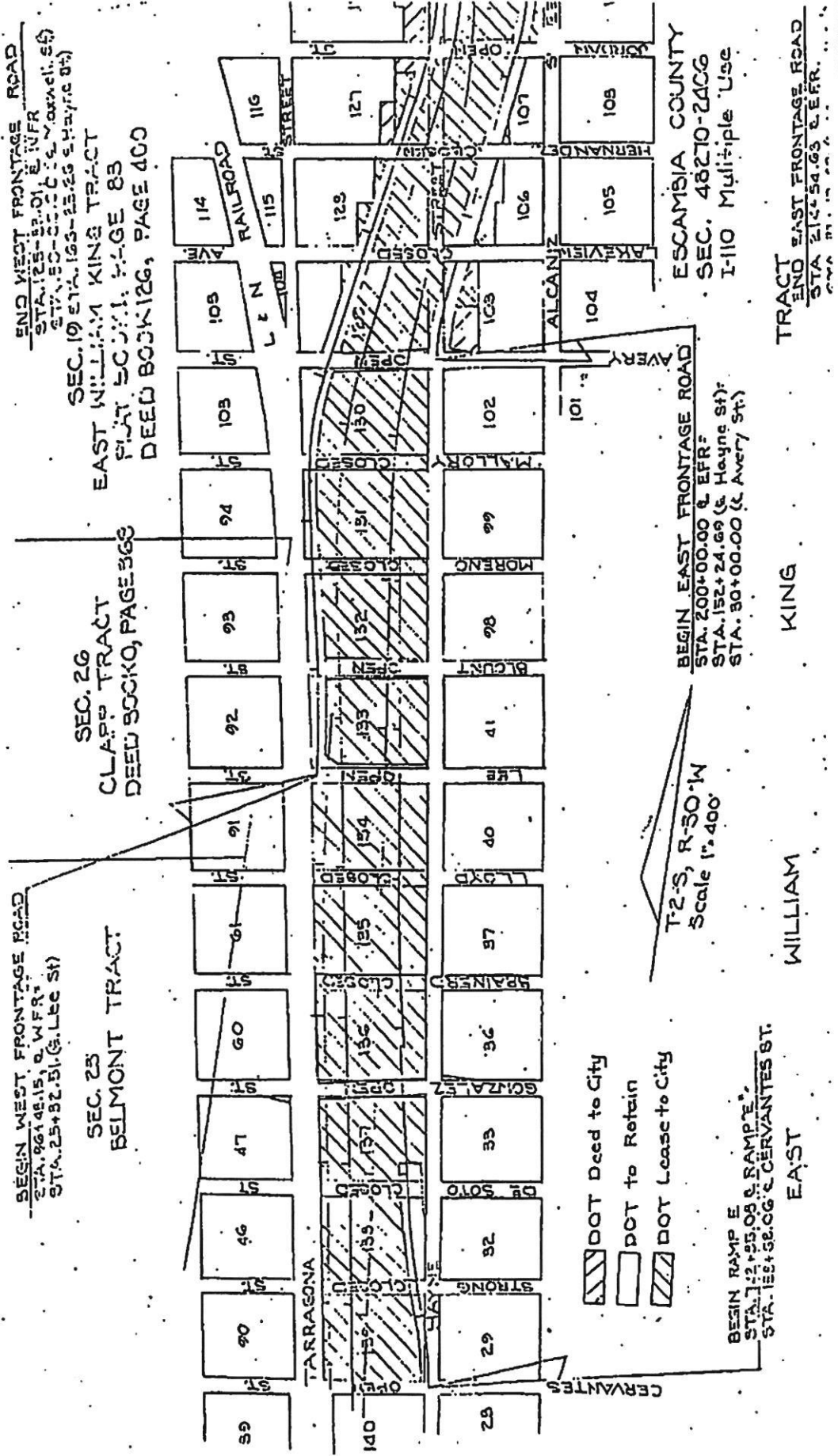
ALSO:

That portion of Lots 6 and 7, Block 103, East King Tract, East of Tarragona Street, City of Pensacola, according to Map of said City copyrighted by Thos. C. Watson in 1906, lying Northerly and Easterly of the following described line: Begin on the South line of said Block 103 at a point 116 feet North  $80^{\circ}03'47''$  East of the Southwest corner of said Block 103; thence run South  $84^{\circ}02'23''$  West 100.23 feet to a point 40 feet North  $82^{\circ}31'52''$  East of the Baseline of East Frontage Road, said point being on a curve concave to the Easterly having a radius of 614.80 feet; thence from a tangent bearing of North  $7^{\circ}28'08''$  West run Northwesterly, Northerly and Northeasterly 170.22 feet along said curve through a central angle of  $15^{\circ}51'49''$  to the end of curve; thence North  $8^{\circ}23'41''$  East 133.82 feet to the North line of said Block 103 at a point 79.08 feet North  $80^{\circ}03'25''$  East of the Northwest corner of said Block 103; Containing 5045 square feet (0.116 acres), more or less.

THIS INSTRUMENT WAS PREPARED BY:

P. R. MINER  
STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
CHIPLEY, FLORIDA

DESCRIPTION APPROVED: JUNE 11 1976



ESCAMBIA COUNTY  
SEC. 48210-2ACG  
I-110 Multiple Use

KING

WILLIAM

EAST

SECTION 48270-2407  
 STATE ROAD 8(I-110)  
 COUNTY Escambia  
 PAI NO. I-110-1(57)(13)

DESCRIPTION OF PROPERTY TO BE LEASED TO THE CITY OF PENSACOLA BY THE STATE  
 OF FLORIDA DEPARTMENT OF TRANSPORTATION

(A) A parcel of land, situate, lying and being in Arpent Lot 12, Old City Tract, according to the Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906, and being described as follows: Begin at the Northwest corner of said Arpent Lot 12; thence run North  $80^{\circ}11'39''$  East 98.51 feet along the North line of said Arpent Lot 12 to the beginning of a curve, concave Southeasterly, having a radius of 956.0 feet; thence from a tangent bearing of South  $62^{\circ}32'37''$  West run Southwesterly 74.67 feet along said curve through a central angle of  $4^{\circ}28'30''$  to the end of curve; thence North  $79^{\circ}09'03''$  West 30.28 feet to the West line of said Arpent Lot 12 at a point 14.72 feet South  $9^{\circ}44'57''$  East of the POINT OF BEGINNING; thence North  $9^{\circ}44'57''$  West 14.72 feet to the POINT OF BEGINNING;

Containing 1423 square feet (0.03 of an acre), more or less.

(B) That part of:

Arpent Lots 10, 60 and 61, Old City Tract, according to the Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906, Also a portion of Alcaniz Street lying South of Wright Street and North of the Relocation of Gregory Street; Also, a portion of Wright Street lying East of Tarragona Street and West of Alcaniz Street;

lying within the following described boundaries, to-wit: Commence at the Northwest corner of Arpent Lot 60, Old City Tract, according to the Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906; thence run South  $80^{\circ}10'45''$  West 8.54 feet; thence South  $80^{\circ}10'42''$  West 24.01 feet to the POINT OF BEGINNING; thence North  $9^{\circ}49'18''$  West 15.0 feet; thence North  $80^{\circ}10'42''$  East 24.01 feet; thence North  $80^{\circ}10'45''$  East 200.00 feet; thence North  $78^{\circ}55'09''$  East 159.18 feet; thence South  $58^{\circ}49'36''$  East 26.72 feet; thence South  $9^{\circ}44'19''$  East 184.13 feet; thence South  $41^{\circ}16'34''$  West 30.31 feet; thence North  $87^{\circ}42'34''$  West 127.26 feet to the beginning of a curve, concave Southerly, having a radius of 948.00 feet; thence run Northwesterly, Westerly and Southwesterly 329.68 feet along said curve through a central angle of  $19^{\circ}55'32''$  to the end of curve; thence North  $9^{\circ}44'47''$  West 5.64 feet; thence North  $65^{\circ}10'36''$  East 88.49 feet to the beginning of a curve, concave Northeasterly, having a radius of 5754.58 feet; thence from a tangent bearing of North  $34^{\circ}11'06''$  West run Northwesterly 110.65 feet along said curve, through a central angle of  $1^{\circ}06'06''$  to the end of curve, said point being the beginning of a curve, concave Northeasterly, having a radius of 2889.79 feet; thence from a tangent bearing of North  $33^{\circ}05'00''$  West run Northwesterly 36.28 feet along said curve, through a central angle of  $0^{\circ}43'10''$  to the end of curve; thence North  $80^{\circ}10'42''$  East 46.07 feet to the POINT OF BEGINNING;

Containing 78,188 square feet (1.80 acres), more or less.

(C) That part of:

Arpent Lots 61, 62, 63 and 64, Old City Tract, according to the Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906, Also a portion of Gregory Street lying between said Arpent Lots 62 and 63; Also a portion of Alcaniz Street lying East of said Arpent Lots 62, 63 and 64 and between the Relocation of Gregory Street and the Relocation of Chase Street;

lying within the following described boundaries, to-wit: Begin on the West line of Arpent Lot 62, Old City Tract, according to the map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906, at a point 155.47 feet North  $9^{\circ}44'36''$  West of the Southwest corner of said Arpent Lot 62; thence North  $77^{\circ}52'01''$  East 22.97 feet; thence North  $9^{\circ}52'43''$  West 11.99 feet to the beginning of a curve, concave Southerly, having a radius of 888.00 feet; thence



from a tangent bearing of North  $80^{\circ}07'17''$  East; thence run Northeasterly, Easterly and Southeasterly 188.61 feet along said curve through a central angle of  $12^{\circ}10'09''$  to the end of curve; thence South  $87^{\circ}42'34''$  East 164.14 feet; thence South  $9^{\circ}44'19''$  East 9.2 feet to the beginning of a curve, concave Westerly, having a radius of 3761.97 feet; thence run Southeasterly 318.35 feet along said curve through a central angle of  $4^{\circ}50'55''$  to the end of curve, said point being the beginning of a curve, concave Easterly, having a radius of 3877.47 feet; thence run Southeasterly 181.55 feet along said curve through a central angle of  $2^{\circ}40'50''$  to the end of curve, said point being the beginning of a curve, concave Southerly, having a radius of 8144.22 feet; thence from a tangent bearing of South  $78^{\circ}01'15''$  West run Southwesterly 9.93 feet along said curve through a central angle of  $0^{\circ}04'11''$  to the end of curve, said point being the beginning of a curve, concave Southwesterly, having a radius of 1036.44 feet; thence from a tangent bearing of North  $21^{\circ}50'28''$  West run Northwesterly 275.72 feet along said curve through a central angle of  $15^{\circ}14'32''$  to the end of curve; thence North  $37^{\circ}05'00''$  West 170.41 feet to the beginning of a curve, concave Northeasterly, having a radius of 5689.58 feet; thence run Northwesterly 38.23 feet along said curve, through a central angle of  $0^{\circ}23'06''$  to the end of curve; thence South  $80^{\circ}12'36''$  West 147.70 feet to the West line of said Arpent Lot 62; thence North  $9^{\circ}44'36''$  West 105.47 feet along the West line of said Arpent Lot 62 to the POINT OF BEGINNING;

Containing 83,215 square feet (1.91 acres), more or less.

(D) That part of:

Arpent Lots 69, 70, 71, 72, 75, 76, 77, 78, 79, 80, 81 and 82, Old City Tract, according to the map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906, ALSO: That portion of Gregory Street and Alcaniz Street;

lying within the following described boundaries, to-wit: Begin on the West line of Arpent Lot 79, Old City Tract, according to the map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906, at a point 77.39 feet North  $9^{\circ}44'19''$  West of the Southwest corner of said Arpent Lot 79, said point being the beginning of a curve, concave Northerly, having a radius of 952.00 feet; thence from a tangent bearing of North  $89^{\circ}58'35''$  East run Northeasterly 210.30 feet along said curve through a central angle of  $12^{\circ}39'24''$  to the end of curve; thence North  $77^{\circ}19'11''$  East 155.98 feet; thence North  $83^{\circ}54'36''$  East 207.93 feet to the beginning of a curve, concave Westerly, having a radius of 205.0 feet; thence from a tangent bearing of South  $83^{\circ}59'49''$  East run Southeasterly, Southerly and Southwesterly 587.54 feet along said curve, through a central angle of  $164^{\circ}12'42''$  to the end of curve, said point being the beginning of a curve, concave Northerly, having a radius of 929.93 feet; thence from a tangent bearing of South  $80^{\circ}12'53''$  West run Southwesterly, Westerly and Northwesterly 347.96 feet along said curve, through a central angle of  $21^{\circ}26'19''$  to the end of curve; thence South  $9^{\circ}27'13''$  East 109.50 feet to the beginning of a curve, concave Southerly, having a radius of 8144.22 feet; thence from a tangent bearing of South  $80^{\circ}32'47''$  West run Southwesterly 243.20 feet along said curve through a central angle of  $1^{\circ}42'39''$  to the end of curve, said point being the beginning of a curve, concave Easterly, having a radius of 3761.97 feet; thence from a tangent bearing of North  $7^{\circ}26'59''$  West run Northwesterly 168.25 feet along said curve through a central angle of  $2^{\circ}33'45''$  to the end of curve, said point being the beginning of a curve, concave Westerly, having a radius of 3877.47 feet; thence run Northwesterly 308.43 feet along said curve through a central angle of  $4^{\circ}33'27''$  to the end of curve; thence South  $87^{\circ}42'34''$  East 4.35 feet to the beginning of a curve, concave Northerly, having a radius of 952.0 feet; thence run Southeasterly, Easterly and Northeasterly 38.45 feet along said curve through a central angle of  $2^{\circ}18'51''$  to the end of curve and the POINT OF BEGINNING;

Containing 303,606 square feet (6.97 acres), more or less.

(E) That part of:

Arpent Lots 72, 73, 74, 82 and 83, Old City Tract, according to the map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in

1906; ALSO: Arpent Lot 32 and Lots 1, 2, and 3, Block 27, less the South 50 feet of the North 60 feet of said Lot 1, and less the West 10 feet of the South 50 feet of the North 60 feet of said Lot 2, and Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 26, all of New City Tract, according to the Map of said city, copyrighted by Thomas C. Watson in 1906; ALSO that portion of Gregory Street and 8th Avenue;

lying within the following described boundaries, to-wit: Begin on the East line of Arpent Lot 83, Old City Tract, according to the map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906, at a point 19.55 feet North  $9^{\circ}54'11''$  West of the Southeast corner of said Arpent Lot 83; thence South  $84^{\circ}12'59''$  East 213.85 feet to the beginning of a curve, concave Northeasterly, having a radius of 876.37 feet; thence run Southeasterly, Easterly and Northeasterly 238.12 feet along said curve through a central angle of  $15^{\circ}34'04''$  to the end of curve; thence South  $80^{\circ}12'57''$  West 233.0 feet; thence South  $9^{\circ}52'32''$  East, 145.93 feet; thence South  $80^{\circ}12'32''$  West 39.98 feet; thence North  $9^{\circ}53'16''$  West 6.01 feet; thence South  $80^{\circ}12'36''$  West 47.97 feet; thence South  $9^{\circ}54'11''$  East 84.47 feet; thence North  $80^{\circ}12'19''$  East 151.85 feet; thence South  $9^{\circ}51'26''$  East 5.99 feet; thence North  $80^{\circ}12'19''$  East 39.96 feet; thence North  $9^{\circ}50'41''$  West 3.99 feet; thence North  $80^{\circ}12'19''$  East 95.91 feet; thence South  $9^{\circ}43'51''$  East 127.38 feet to the beginning of a curve, concave Northerly, having a radius of 1883.86 feet; thence from a tangent bearing of South  $80^{\circ}30'22''$  West run Southwesterly 155.29 feet along said curve, through a central angle of  $4^{\circ}43'23''$  to the end of curve; thence South  $85^{\circ}13'47''$  West 132.95 feet; thence South  $9^{\circ}54'11''$  East 4.01 feet; thence South  $85^{\circ}13'47''$  West 190.66 feet; thence North  $84^{\circ}11'49''$  West 152.59 feet; thence North  $7^{\circ}12'06''$  East 136.67 feet to the beginning of a curve, concave Westerly, having a radius of 280.0 feet; thence run Northeasterly, Northerly and Northwesterly 307.98 feet along said curve through a central angle of  $63^{\circ}01'13''$  to the end of curve; thence North  $3^{\circ}11'41''$  West 18.09 feet to the beginning of a curve, concave Southerly, having a radius of 893.0 feet; thence from a tangent bearing of North  $88^{\circ}46'03''$  East run Northeasterly, Easterly and Southeasterly 66.47 feet along said curve through a central angle of  $4^{\circ}15'52''$  to the end of curve; thence South  $9^{\circ}54'11''$  East 69.22 feet; thence North  $80^{\circ}12'53''$  East 182.0 feet; thence North  $9^{\circ}54'11''$  West 19.55 feet to the POINT OF BEGINNING;

Containing 175,344 square feet (4.03 acres), more or less.

(F) That part of:

Arpent Lots 64 and 65, Old City Tract, according to the map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906; Also a portion of Chase Street lying between Arpent Lots 65 and 66 of said Old City Tract;

lying within the following described boundaries, to-wit: Commence at the Northeast corner of Arpent Lot 66, Old City Tract, according to the map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906; thence run South  $80^{\circ}12'23''$  West along the Northerly line of said Arpent Lot 66 a distance of 15.09 feet to the POINT OF BEGINNING; thence continue South  $80^{\circ}12'23''$  West 209.42 feet; thence North  $14^{\circ}01'09''$  West 77.05 feet; thence North  $35^{\circ}56'19''$  West 96.88 feet to the beginning of a curve, concave Northwesterly, having a radius of 855.00 feet; thence from a tangent bearing of North  $54^{\circ}03'41''$  East run Northeasterly 80.88 feet along said curve, through a central angle of  $5^{\circ}25'12''$  to the beginning of a curve, concave Northwesterly, having a radius of 405.00 feet; thence from a tangent bearing of North  $48^{\circ}38'29''$  East run Northeasterly 139.40 feet along said curve through a central angle of  $19^{\circ}43'21''$  to the beginning of a curve, concave Southwesterly, having a radius of 956.44 feet; thence from a tangent bearing of South  $34^{\circ}44'00''$  East run Southeasterly 307.05 feet along said curve through a central angle of  $18^{\circ}23'39''$  to the end of curve and the POINT OF BEGINNING;

Containing 47,598 square feet (1.09 acres), more or less.

(G) That part of:

Lots 4, 5, 6, 7, 8, 16, 17, 18, 19, 20, 21 and 22, Block 20, East King Tract East of Thracona Street, according to Map of City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906;

lying within the following described boundaries, to-wit: Begin at a point 40 feet South  $00^{\circ}10'45''$  West and 7.01 feet North  $8^{\circ}10'13''$  West of the Southeast corner of Lot 19, Block 20, East King Tract East of Tarragona Street, according to Map of City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906; thence run North  $8^{\circ}10'13''$  West 91.99 feet; thence South  $80^{\circ}10'48''$  West 119.0 feet; thence North  $8^{\circ}10'13''$  West 20.17 feet; thence South  $80^{\circ}07'11''$  West 66.63 feet; thence North  $8^{\circ}11'22''$  West 120.15 feet; thence South  $80^{\circ}03'31''$  West 11.81 feet to the beginning of a curve, concave Northwesterly, having a radius of 202.50 feet; thence from a tangent bearing of South  $15^{\circ}08'12''$  East run Southeasterly, Southerly and Southwesterly 129.40 feet along said curve through a central angle of  $36^{\circ}37'47''$  to the end of curve, said point being the beginning of a curve, concave Northeasterly, having a radius of 1079.33 feet; thence from a tangent bearing of South  $67^{\circ}01'05''$  East run Southeasterly 247.06 feet along said curve through a central angle of  $13^{\circ}07'10''$  to the end of curve and the POINT OF BEGINNING;

Containing 13,892 square feet (0.32 of an acre), more or less.

(H) That part of:

Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, Block 144 and Lots 2, 3, 25 and 26, Block 143, Lots 1, 2, 3 and 4, Block 20, East King Tract, East of Tarragona Street, according to the Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906, ALSO, that portion of Hayne Street and Belmont Street;

lying within the following described boundaries, to-wit: Begin at the Southeast corner of Lot 10, Block 144, East King Tract, East of Tarragona Street; according to the Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906; thence run South  $80^{\circ}12'24''$  West 2.83 feet to the beginning of a curve, concave Northeasterly, having a radius of 2889.79 feet; thence from a tangent bearing of North  $27^{\circ}36'36''$  West run Northwesterly 250.80 feet along said curve through a central angle of  $4^{\circ}58'20''$  to the end of curve, said point being the beginning of a curve concave Northeasterly, having a radius of 1012.64 feet; thence from a tangent bearing of South  $43^{\circ}51'19''$  East run Southeasterly 269.73 feet along said curve through a central angle of  $15^{\circ}00'26''$  to the end of curve, said point being the beginning of a curve, concave Northwesterly, having a radius of 1139.33 feet; thence run Southeasterly 114.56 feet along said curve through a central angle of  $5^{\circ}45'46''$  to the end of curve, said point being the beginning of a curve, concave Easterly, having a radius of 202.50 feet; thence from a tangent bearing of South  $7^{\circ}28'45''$  West run Southwesterly, Southerly and Southeasterly 61.14 feet along said curve through a central angle of  $17^{\circ}18'00''$  to the end of curve; thence South  $9^{\circ}49'15''$  East 32.0 feet; thence South  $80^{\circ}10'45''$  West 37.5 feet; thence South  $80^{\circ}10'42''$  West 149.8 feet; thence North  $9^{\circ}51'53''$  West 119.02 feet to the POINT OF BEGINNING;

Containing 39,368 square feet (0.90 of an acre), more or less.

(I) That part of:

Lots 5, 6, 7 and 8, Block 20, Lots 1, 2 and 3, Block 21, Lots 6, 7, 8; 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26, Block 143, Lot 12, Block 144, East King Tract, East of Tarragona Street according to the Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906, ALSO, that portion of Belmont Street and Hayne Street;

lying within the following described boundaries, to-wit: Begin on the West line of Block 20, East King Tract, East of Tarragona Street according to the Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906 at a point 60.39 feet South  $8^{\circ}13'34''$  East of the Northwest corner of said Block 20, said point being on a curve, concave Northeasterly, having a radius of 1079.33 feet; thence from a tangent bearing of North  $61^{\circ}19'20''$  West run Northwesterly 46.37 feet along said curve through a central angle of  $2^{\circ}27'35''$  to the end of curve, said point being the beginning of a curve, concave Northeasterly, having a radius of 952.64 feet; thence run Northwesterly 431.02 feet along said curve through a central angle of  $25^{\circ}56'06''$  to the end of curve, said point being the beginning of curve, concave Easterly, having a radius of 2889.79 feet; thence from a tangent bearing of North  $18^{\circ}44'32''$  West run Northwesterly 31.24 feet along said curve, through a central angle of  $0^{\circ}37'10''$  to the end of curve; thence North  $80^{\circ}07'31''$  East 250.86

5.

feet; thence South  $8^{\circ}13'34''$  East 29.2 feet to the beginning of a curve, concave Northeastly, having a radius of 327.50 feet; thence run Southeastly 154.69 feet along said curve through a central angle of  $27^{\circ}03'49''$  to the end of curve; thence South  $35^{\circ}17'22''$  East 134.03 feet to the beginning of a curve, concave Westly, having a radius of 147.50 feet; thence run Southeastly, Southerly and Southwestly 143.34 feet along said curve, through a central angle of  $55^{\circ}40'49''$  to the end of curve, said point being the beginning of a curve, concave Northeastly, having a radius of 1079.33 feet; thence from a tangent bearing of North  $64^{\circ}05'34''$  West run Northwestly 52.17 feet along said curve through a central angle of  $2^{\circ}46'14''$  to the end of curve and the POINT OF BEGINNING;

Containing 75,510 square feet (1.73 acres), more or less.

(J) A parcel of land, situate, lying and being in Lots 1, 2 and 3, Block 21, East King Tract, East of Tarragona Street according to the Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906 and being described as follows: Begin at the Southeast corner of said Lot 1; thence run North  $8^{\circ}11'27''$  West 75.24 feet; thence South  $80^{\circ}04'38''$  West 56.2 feet; thence South  $35^{\circ}17'22''$  East 83.23 feet; thence North  $00^{\circ}03'31''$  East 18.27 feet to the POINT OF BEGINNING of parcel of land herein described;

Containing 2800 square feet (0.06 of an acre), more or less.

(K) That part of:

Block 142, East King Tract, East of Tarragona Street, according to the Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906;

lying within the following described boundaries, to-wit: Begin on the East line of Block 142, at a point 10.0 feet North  $8^{\circ}13'34''$  West of the Southeast corner of said Block 142; thence continue North  $8^{\circ}13'34''$  West 35.07 feet; thence South  $80^{\circ}08'30''$  West 44.04 feet to the beginning of a curve, concave Easterly, having a radius of 4518.66 feet; thence from a tangent bearing of North  $20^{\circ}48'36''$  West run Northwestly 248.84 feet along said curve through a central angle of  $3^{\circ}09'19''$  to the end of curve; thence North  $80^{\circ}13'47''$  East 91.55 feet; thence North  $53^{\circ}59'53''$  West 6.98 feet; thence South  $80^{\circ}13'47''$  West 288.39 feet; thence South  $9^{\circ}23'16''$  East 5.08 feet to the beginning of a curve, concave Easterly, having a radius of 2889.79 feet; thence from a tangent bearing of South  $11^{\circ}14'09''$  East run Southeastly 286.91 feet along said curve through a central angle of  $5^{\circ}41'18''$  to the end of curve; thence North  $80^{\circ}07'31''$  East 258.14 feet; thence North  $35^{\circ}56'59''$  East 7.18 feet to the POINT OF BEGINNING;

Containing 64,555 square feet (1.48 acres), more or less.

(L) That part of:

Blocks 140 and 141, East King Tract, East of Tarragona Street, according to the Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906; ALSO, that part of Gadsden Street;

lying within the following described boundaries, to-wit: Begin on the East line of Block 141, East King Tract, East of Tarragona Street, according to the Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906, at a point 5.0 feet North  $8^{\circ}13'34''$  West of the Southeast corner of said Block 141; thence continue North  $8^{\circ}13'34''$  West 5.0 feet; thence South  $80^{\circ}13'47''$  West 102.58 feet to the beginning of a curve, concave Easterly, having a radius of 4518.66 feet; thence from a tangent bearing of North  $16^{\circ}45'34''$  West run Northwestly 291.69 feet along said curve through a central angle of  $3^{\circ}41'55''$  to the end of curve; thence North  $80^{\circ}00'44''$  East 136.55 feet; thence North  $8^{\circ}13'34''$  West 50.02 feet; thence South  $80^{\circ}00'44''$  West 106.48 feet; thence North  $9^{\circ}18'55''$  West 120.54 feet; thence North  $80^{\circ}04'15''$  East 3.88 feet; thence North  $9^{\circ}51'52''$  West 30.13 feet; thence South  $80^{\circ}05'09''$  West 58.20 feet; thence North  $9^{\circ}51'53''$  West 90.37 feet; thence North  $80^{\circ}09'04''$  East 14.80 feet to the beginning of a curve; concave Easterly, having a radius of 4518.66 feet; thence from a tangent bearing of North  $9^{\circ}22'07''$  West run Northwestly 23.84 feet along said curve, through a central angle of  $0^{\circ}18'08''$  to the end of curve; thence South  $80^{\circ}09'44''$  West 170.07 feet; thence South  $9^{\circ}51'53''$  East 610.16 feet; thence North  $80^{\circ}13'47''$  East 304.85 feet to the POINT OF BEGINNING;

Containing 121,727 square feet (2.79 acres), more or less.

THIS INSTRUMENT WAS PREPARED BY:  
P. R. HINER  
STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
GAINESVILLE, FLORIDA  
DESCRIPTION APPROVED: 02-08-79.

FB 270-24069240

Air Space

AMENDATORY AGREEMENT

Whereas, it is to the mutual benefit of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the "DEPARTMENT", and the CITY OF PENSACOLA, a municipal corporation, hereinafter called the "CITY", that certain property leased by the DEPARTMENT to the CITY by agreement dated March 8, 1979 be subleased for the purpose of private development the results of which would enure to the public benefit by expanding the economic welfare and tax base of the community and the state, and

Whereas, paragraph number 10.01 (relating to indemnity) of the aforesaid agreement is found to have been an impediment to the willingness of private developers to sublease such property, and

Whereas, it is mutually agreed by the DEPARTMENT and the CITY that each would be benefited by an amendment of the aforesaid agreement which would remove an impediment to the subleasing of such property, NOW THEREFORE,

FOR AND IN CONSIDERATION of the foregoing, the mutual benefits to be enjoyed and other good and valuable consideration, the DEPARTMENT and the CITY agree as follows:

1. Paragraph number 10.01 of that certain agreement between the CITY and the DEPARTMENT dated March 8, 1979 wherein the DEPARTMENT leased to the CITY certain parcels of real property upon and adjacent to the right-of-way of Interstate Highway I-110 in the City of Pensacola, Escambia County, Florida, is amended by adding the following:

Provided, however, nothing herein shall require the City to indemnify, defend or save harmless the DEPARTMENT or FHWA against claims for damages for personal injury, loss of life or property damage arising out of or in connection with defective design or negligent construction or maintenance of the highway.

2. Except as hereinabove noted, the aforesaid agreement shall in all other respects remain in full force and effect.

3. This amendatory agreement shall take effect when executed by the authorized representatives of the CITY and the DEPARTMENT.

IN WITNESS WHEREOF, the CITY and the DEPARTMENT have caused this amendatory agreement to be executed by their duly authorized representatives.

Attest:

CITY OF PENSACOLA

Pauline Johns  
City Clerk

Lee Cannon  
By: City Manager

Date: June 15, 1981

Attest:

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

Joyce A. Yarn  
EXECUTIVE SECRETARY (SEAL)

Joseph D. Vann  
By:

SECRETARY OF TRANSPORTATION

Title:

Date: 25 June 1981

APPROVED AS TO FORM, LEGALITY  
FLORIDA DEPARTMENT OF TRANSPORTATION

BY: [Signature]  
ATTORNEY

**EXHIBIT C**  
**CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 1900 West Loop South, Suite 1600 Houston TX 77027  License#: BR-724491 INNIHOT-02	<b>CONTACT NAME:</b> Jodi Madrid <b>PHONE (A/C No. Ext):</b> 713-358-7852 <b>E-MAIL ADDRESS:</b> jodi_madrid@ajg.com	<b>FAX (A/C, No):</b> 713-622-6722	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> The Hive Foundation, Inc. 113 Baybridge Dr. Gulf Breeze, FL 32561	<b>INSURER A:</b> Hartford Underwriters Insurance Company		30104
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 536747235

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	61SBMAU70EY	10/25/2022	10/25/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			61SBMAU70EY	10/25/2022	10/25/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 501 N. Hayne Street, Pensacola, FL 32501

Certificate holder is an additional insured per the Business Liability Coverage form SL3032, where required by written contract. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SL000.

**CERTIFICATE HOLDER****CANCELLATION**

City of Pensacola  
 222 W. Main St.  
 Pensacola FL 32502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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