



Agenda - Final

Community Redevelopment Agency

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

Monday, October 10, 2022

3:30 PM

Hagler-Mason Conference Room, 2nd Floor

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

Members of the public may attend the meeting in person. City Council encourages those not fully vaccinated to wear face coverings that cover their nose and mouth.

Members of the public may also attend and participate via live stream or phone. Live meeting video: [cityofpensacola.com/428/Live-Meeting-Video](http://cityofpensacola.com/428/Live-Meeting-Video). Public input

**CALL MEETING TO ORDER**

Members: Teniade Broughton, Chairperson, Casey Jones, Vice Chairperson, Jennifer Brahier, Ann Hill, Jared Moore, Sherri Myers, Delarian Wiggins

**BOARD MEMBER DISCLOSURE**

Board Members disclose ownership or control of interest directly or indirectly of property in the Community Redevelopment Area

**CHAIRMAN'S REPORT**

**APPROVAL OF MINUTES**

- 1. [22-00994](#) CRA MEETING MINUTES - 09/12/2022

Attachments: [CRA MEETING MINUTES - 09/12/2022](#)

**PRESENTATIONS**

**DISCUSSION ITEMS**

- 2. [22-00967](#) 2017 AND 2019 REDEVELOPMENT BOND PRIORITIES

Sponsors: Teniade Broughton

Attachments: [2017 and 2019 Bond Series Allocations - As of 082922](#)

3. [22-01001](#) INFILL REDEVELOPMENT OF NORTH PALAFOX PARKING LOT

**Sponsors:** Teniade Broughton

**Attachments:** [Site Map](#)

## ACTION ITEMS

4. [22-00980](#) PARKING SPACE ALLOCATION AGREEMENT FOR NORTH PALAFOX PARKING LOT

**Recommendation:** That the Community Redevelopment Agency (CRA) approve a parking space allocation agreement for a license to use 88 parking spaces within the North Palafox Parking Lot, Parcel ID Numbers 000S009007000022 and 000S009007000023, by the EGD Hotel, LLC.

**Sponsors:** Teniade Broughton

**Attachments:** [Parking Space Allocation Agreement - North Palafox Lot](#)

5. [22-00970](#) SIXTH AMENDMENT TO HAWKSHAW DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

**Recommendation:** That the Community Redevelopment Agency (CRA) approve a Sixth Amendment to the Declaration of Conditions, Covenants and Restrictions for the Hawkshaw Redevelopment Project at 9th Avenue and Romana Street as enumerated in the attached.

**Sponsors:** Teniade Broughton

**Attachments:** [Proposed 6th Amendment to CCRs.docx](#)

## OPEN FORUM

## ADJOURNMENT

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

*If any person decides to appeal any decision made with respect to any matter considered at such meeting, he will need a record of the proceedings, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 22-00994

Community Redevelopment Agency 10/10/2022

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**SUBJECT:**

CRA MEETING MINUTES - 09/12/2022



# City of Pensacola

## COMMUNITY REDEVELOPMENT AGENCY

### Meeting Minutes

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September 12, 2022,

5:36 P.M.

Hagler Mason Conference Rm.

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The Community Redevelopment Agency (CRA) Board meeting was called to order by Chairperson Broughton at 5:36 P.M. (Immediately following the 3:30 P.M. City Council Agenda Conference).

#### **CALL MEETING TO ORDER**

**CRA MEMBERS PRESENT:** Teniade Broughton, Ann Hill(left at 5:47 P.M.), Delarian Wiggins, Jared Moore, Jennifer Brahier, Casey Jones, Sherri Myers

**CRA MEMBERS ABSENT:** None

Public participation was available as follows:

Members of the public may attend the meeting in person. City Council encourages those not fully vaccinated to wear face coverings that cover their nose and mouth.

Members of the public may also attend and participate via live stream or phone.

Live meeting video: [cityofpensacola.com/428/Live-Meeting-Video](http://cityofpensacola.com/428/Live-Meeting-Video). Public input form here: [www.cityofpensacola.com/CRAInput](http://www.cityofpensacola.com/CRAInput).

#### **BOARD MEMBER DISCLOSURE**

#### **BOARD MEMBERS DISCLOSE OWNERSHIP OR CONTROL OF INTEREST DIRECTLY OR INDIRECTLY OF PROPERTY IN THE COMMUNITY REDEVELOPMENT AREA**

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

#### **CHAIRMAN'S REPORT**

None.



**APPROVAL OF MINUTES**1. [22-00891 CRA MEETING MINUTES - 08/15/2022](#)

**A motion was made by CRA Member Casey Jones, seconded by CRA Member Delarian Wiggins.**

**The motion carried by the following vote:**

Yes: 7	Teniade Broughton, Casey Jones, Ann Hill, Delarian Wiggins, Jared Moore, Jennifer Brahier, Sherri Myers
No: 0	None

**PRESENTATIONS**

None.

**ACTION ITEMS**2. [22-00846 PLAZA DE LUNA CONCESSIONS AGREEMENT](#)

**Recommendation:** That the Community Redevelopment Agency (CRA) approve a concessions agreement with Deluna's Chat & Chew, LLC for operation of the concession facility at Plaza de Luna Park.

**A motion was made by CRA Member Jared Moore, seconded by CRA Member Casey Jones.**

CRA Assistant Manager Victoria D'Angelo gave an overview of the item. Staff responded accordingly to questions.

**The motion carried by the following vote:**

Yes: 7	Teniade Broughton, Casey Jones, Ann Hill, Delarian Wiggins, Jared Moore, Jennifer Brahier, Sherri Myers
No: 0	None

3. [22-00822](#) EXTENSION OF CONSTRUCTION COMMENCEMENT DEADLINE FOR 150 SOUTH BAYLEN STREET THROUGH MARCH 31, 2023.

**Recommendation:** That the Community Redevelopment Agency (CRA) approve an extension of the date to commence construction on redevelopment of the property at 150 South Baylen Street through March 31, 2023, as well as the repurchase deadline through September 27, 2023, and the notice of intent to repurchase deadline through May 30, 2023.

**A motion was made by CRA Member Jared Moore, seconded by CRA Member Casey Jones.**

CRA Assistant Manager Victoria D'Angelo provided an overview of the item, and introduced Andrew Rothfeder, developer for Red Feather Developers. Mr. Rothfeder spoke to the item. Staff responded accordingly to questions.

**The motion carried by the following vote:**

Yes: 7                      Teniade Broughton, Casey Jones, Ann Hill, Delarian Wiggins, Jared Moore, Jennifer Brahier, Sherri Myers

No: 0                      None

4. [22-00873](#) SIXTH AMENDMENT TO HAWKSHAW DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

**Recommendation:** That the Community Redevelopment Agency (CRA) authorize staff to negotiate a Sixth Amendment to the Declaration of Conditions, Covenants and Restrictions for the Hawkshaw Redevelopment Project at 9th Avenue and Romana Street.

**A motion was made by CRA Member Casey Jones, seconded by CRA Member Jennifer Brahier.**

CRA Assistant Manager Victoria D'Angelo gave a brief overview of the item. Brian Spencer of SMP Architecture and Tripp Maygarden of Moorehead Law Group discussed the item. Staff responded accordingly to questions.

**The motion carried by the following vote (with CRA Member Ann Hill no longer in attendance):**

Yes: 4                      Casey Jones, Jared Moore, Jennifer Brahier, Sherri Myers

No: 2                      Teniade Broughton, Delarian Wiggins

**DISCUSSION ITEMS**

None.

**OPEN FORUM**

None.

**ADJOURNMENT**

**7:09 P. M.**

**APPROVED** \_\_\_\_\_



## Memorandum

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**File #:** 22-00967

Community Redevelopment Agency 10/10/2022

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### **DISCUSSION ITEM**

**FROM:** Teniade Broughton, Chairperson

**SUBJECT:**

2017 AND 2019 REDEVELOPMENT BOND PRIORITIES

**SUMMARY:**

In 2017, the Community Redevelopment Agency (CRA) and City Council authorized the issuance of redevelopment bonds to carry out projects within the Urban Core, Eastside and Westside Redevelopment districts. In 2019, an additional bond issue was approved for the Urban Core district.

Changes in project priorities and market conditions warrant a review of priorities for the use of the remaining 2017 and 2019 bonds. In establishing priorities for both bond issues, the CRA should consider projects that can be completed expeditiously due to financial and legal requirements associated with redevelopment bonds. Also, the use of bond funds are limited to eligible types of expenses.

It is requested that the CRA discuss its project priorities for use of this bond funding.

**PRIOR ACTION:**

August 7, 2017 - The CRA adopted Supplemental Budget Resolution No. 2017-9 and Supplemental Budget Resolution No. 2017-11, appropriating funding in connection with the Westside and Eastside Redevelopment Revenue Bonds.

August 10, 2017 - City Council adopted Supplemental Budget Resolution No. 17-39 and Supplemental Budget Resolution No. 17-44, appropriating funding in connection with the Westside and Eastside Redevelopment Revenue Bonds.

November 6, 2017 - The CRA adopted Supplemental Budget Resolution No. 2017-19 CRA, appropriating funding in connection with the Urban Core Redevelopment Revenue Bonds, Series 2017.

November 9, 2017 - City Council adopted Supplemental Budget Resolution No. 17-79, appropriating funding in connection with the Urban Core Redevelopment Bonds, Series 2017.

July 15, 2019 - The CRA adopted Supplemental Budget Resolution No. 2019-05 CRA, appropriating funding in connection with the Urban Core Redevelopment Refunding and Improvement Revenue

Bond, Series 2019.

July 18, 2019 - City Council adopted Supplemental Budget Resolution No. 2019-32, appropriating funding in connection with the Urban Core Redevelopment Refunding and Improvement Revenue Bond, Series 2019.

February 3, 2010 - The CRA held a workshop for the purpose of reviewing projects for funding through the Urban Core Redevelopment Refunding and Improvement Revenue Bonds, Series 2019.

February 10, 2020 - The CRA approved the “Hashtag” Waterfront Connector improvements, Bruce Beach improvements, Community Maritime Park Day Marina and the Jefferson Road Diet/sidewalk repair improvements (aka “East Garden District”) projects in accordance with the 2010 Urban Core Community Redevelopment Plan for funding through the Urban Core Redevelopment Refunding and Improvement Revenue Bonds, Series 2019.

**STAFF CONTACT:**

David Forte, Deputy City Administrator - Community Development  
Sherry Morris, Development Services Director  
Victoria D’Angelo, CRA Assistant Manager  
Amy Lovoy, Chief Financial Officer

**ATTACHMENTS:**

- 1) 2017 and 2019 Series Bond Allocations - As of 08/29/22

**PRESENTATION:** No

**City of Pensacola, Florida**  
**Westside Redevelopment Revenue Bond, Series 2017**  
**\$4,082,000**  
*(Issued August 15, 2017; 3.3295% Arbitrage Yield)*

<b>Project Code</b>	<b>Title</b>	<b>Balance</b>
123302	"A" STREET REVITALIZATION	896,219.50
123322	"A" STREET REVITALIZATION ENG SRV	57,202.20
123315	LEE ST / W. MORENO STWTR PARK	1,316,131.90
123317	ACQ LEE ST / W. MORENO STWTR PARK	600,000.00
123319	PROJECT ACQ & REDEVELOPMENT	635,027.00
		3,504,580.60

**Project Priorities**

A Street Revitalization Plan - Traffic Calming (50% split w Urban Core)  
Westside Community Center Expansion/Relocation  
Alice Williams Rehabilitation  
ACW Site Acquisition

As of: 8/29/2022

**City of Pensacola, Florida**  
**Urban Core Redevelopment Revenue Bond, Series 2017**  
**\$8,000,000**  
*(Issued November 15, 2017; 3.6003% Arbitrage Yield)*

Account	Description	Balance
507010	JEFFERSON STREET	8,269.00
105303	REUS STREET REVITALIZATION	929.87
105301	DEVILLERS STREET REVITALIZATION	928.73 <b>10,127.60</b>
105320	DEVILLERS STREET CONSTRUCTION	66,095.00
105302	"A" STREET REVITALIZATION	823,421.38
105322	"A" STREET REVITALIZATION ENGINEERING	57,202.20
105319	PROJECT ACQ & REDEVELOPMENT	1,562,038.00
		<u>2,518,884.18</u>
	<b>Total except housing reclass to TIF:</b>	<u><b>956,846.18</b></u>

**Project Priorities**  
See Urban Core sheet.

As of: 8/29/2022

**City of Pensacola, Florida**  
**Urban Core Redevelopment Refunding and Improvement Revenue Bond, Series 2019**  
**\$17,888,845**  
*(Issued July 25, 2019; 3.4003% Arbitrage Yield)*

<b>Account</b>	<b>Description</b>	<b>Balance</b>	
000000	URBAN CORE SERIES 2019 FD 7/25/19	861.00	
315003	CMP DAY MARINA	1,131,687.93	
315004	JEFFERSON EGD STREETScape*	200.00	<b>1,132,748.93</b>
315001	BRUCE BEACH DESIGN & GEOTECH	25,800.26	
315011	BRUCE BEACH PHASE 1 CONSTRUCTION	634,240.00	
315012	BRUCE BEACH PHASE 1 ENGINEERING	106,231.37	
315013	BRUCE BEACH PHASE 2	674,322.00	
315002	HASTAG DESIGN & GEOTECH	75,843.57	
315005	HASTAG PHASE 1 CONSTRUCTION	3,740,000.00	
315006	HASTAG PHASE 1 ENGINEERING	171,770.00	
315007	HASTAG PHASE II CONSTRUCTION	1,727,169.00	
315008	HASTAG PHASE 2 ENGINEERING	96,727.84	
		<u>2,649,186.13</u>	
	<b>Total except construction in progress:</b>	<u><u>7,644,381.60</u></u>	

**Project Priorities**  
See Urban Core sheet.

*\*A transfer of \$18,000 from the holding account into the Jefferson account was made in January 2022 to cover the cost of a MioVision unit for Jefferson St and Garden St. CRA anticipates these funds being reimbursed by a developer. Once the funds are reimbursed, they will go back into the Jefferson project and the budget transfer will be reversed.*

As of: 8/29/2022



## **Urban Core Project Priorities**

A Street Revitalization Plan - Traffic Calming (50% split w Westside)

Hashtag Phase 1 (Main St)

Bruce Beach Phase 2

Hashtag Phase 2 (Cedar St)

Veterans Memorial Park (if grant not received)

**City of Pensacola, Florida**  
**Eastside Redevelopment Revenue Bond, Series 2017**  
**\$1,307,000**  
*(Issued August 15, 2017; 3.3295% Arbitrage Yield)*

<b>Project Code</b>	<b>Title</b>	<b><u>Balance</u></b>
121320	CHAPPIE JAMES_SITE & STREETScape	375,666.00
121322	2700 DR MLK DRIVE: LAND ACQ	<u>90,770.48</u>
		<u><u>466,436.48</u></u>

**Project Priorities**

Chappie James Mus & Flight Academy - Phase 2  
Affordable Housing Infill - 2700 Dr MLK Dr Acquisition

As of: 8/29/2022



Memorandum

File #: 22-01001

Community Redevelopment Agency 10/10/2022

**DISCUSSION ITEM**

**FROM:** Teniade Broughton, Chairperson

**SUBJECT:**

INFILL REDEVELOPMENT OF NORTH PALAFOX PARKING LOT

**SUMMARY:**

The Community Redevelopment Agency (CRA) property at the southwest corner of North Palafox and Gregory Streets, otherwise known as the North Palafox lot, is developed as a parking lot. A portion of the parking lot is currently leased by the United States Government for Federal Courthouse Parking. Of the 133 spaces located on the lot, 45 spaces are leased by the Courthouse. The remaining 88 spaces are not leased and currently serve as public parking. The term of the Courthouse lease is 20 years, which began on April 1, 2020. However, the CRA has an option to terminate the lease after the 5<sup>th</sup> year with 120 days prior notice.

The CRA is requested to discuss its interest in redevelopment of this site. The property consists of two parcels - Parcel # 000S009007000022 and Parcel # 000S009007000023. The properties are zoned C2-A and have a historic preservation future land use designation. They are located within the Dense Business District, the Palafox Historic District and the Downtown Improvement District. Infill of this location is a recommended strategy of the 2010 Urban Core Redevelopment Plan. This site may be made available for infill redevelopment, however, any parking commitments made would need to be considered and addressed in the strategy for redevelopment.

**PRIOR ACTION:**

2/27/2020 - City Council approved a lease with the United States Government for Federal Courthouse parking at the North Palafox Parking Lot.

1/10/2020 - The CRA approved a lease with the United States Government for Federal Courthouse parking at the North Palafox Parking Lot.

**STAFF CONTACT:**

David Forte, Deputy City Administrator - Community Development  
Sherry Morris, Development Services Director  
Victoria D'Angelo, CRA Assistant Manager

**ATTACHMENTS:**

- 1) Site Map - North Palafox Parking Lot

**PRESENTATION:** No

### Site Map – North Palafox Parking Lot

Parcel ID#s: 000S009007000022 and Parcel # 000S009007000023





Memorandum

File #: 22-00980

Community Redevelopment Agency 10/10/2022

**ACTION ITEM**

**SPONSOR:** Teniade Broughton, Chairperson

**SUBJECT:**

PARKING SPACE ALLOCATION AGREEMENT FOR NORTH PALAFOX PARKING LOT

**RECOMMENDATION:**

That the Community Redevelopment Agency (CRA) approve a parking space allocation agreement for a license to use 88 parking spaces within the North Palafox Parking Lot, Parcel ID Numbers 000S009007000022 and 000S009007000023, by the EGD Hotel, LLC.

**SUMMARY:**

The Community Redevelopment Agency (CRA) property at the southwest corner of North Palafox and Gregory Streets, otherwise known as the North Palafox lot, is developed as a parking lot. A portion of the parking lot is currently leased by the United States Government for Federal Courthouse Parking. Of the 133 spaces located on the lot, 45 spaces are leased by the Courthouse. The remaining 88 spaces are not leased and currently serve as public parking.

The EGD Hotel, LLC has requested a license to use the remaining 88 spaces between the house of 7:00 a.m. through 6:00 p.m., Monday through Friday, during construction of the East Garden District hotel and twenty-four hours a day, seven days a week, upon receipt of a certificate of occupancy. The term of the license is 10 years.

The EGD Hotel is a component of the master-planned East Garden District redevelopment project located along the eastside of Jefferson Street and at the corner of Garden and Jefferson Street. Approval of this agreement would provide for parking necessary for the development of the hotel.

**PRIOR ACTION:**

None.

**FUNDING:**

Not applicable.

**FINANCIAL IMPACT:**

Monthly license fees due to the CRA for use of the parking spaces would be \$30.00 per space during construction of the hotel and \$50.00 per space upon completion of the hotel, during the first five-year period. The fees due after the 5 year period would be market rate adjusted annually in accordance with the Consumer Price Index (CPI) rate. Fees collected will be deposited into the Parking Management Fund in accordance with the CRA's Interlocal Agreement with the City for Parking Management.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

10/4/2022

**STAFF CONTACT:**

David Forte, Deputy City Administrator - Community Development  
Sherry Morris, Development Services Director  
Victoria D'Angelo, CRA Assistant Manager  
Lissa Dees, Parking Manager

**ATTACHMENTS:**

- 1) Parking Space Allocation Agreement - Gregory and Palafox Parking Lot

**PRESENTATION:** No

**PARKING SPACE ALLOCATION AGREEMENT**

THIS LICENSE AGREEMENT AND RELEASE IN FAVOR OF THE CRA (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Community Redevelopment Agency of the City of Pensacola (“CRA”) whose address is 222 W. Main Street, Pensacola, FL 32501, and the EGD Hotel, LLC, a Florida limited liability company (hereinafter referred to as “Licensee”), whose address is 41 N. Jefferson St., 4<sup>th</sup> Floor, Pensacola, FL 32502, both collectively referred to herein as the “Parties.”

**WITNESSETH:**

**WHEREAS**, CRA is the owner of the parking lots located generally on the southwest corner of W. Gregory and N. Palafox Streets in Pensacola, Florida, which are identified by the Escambia County Property Appraiser as Parcel ID Numbers: 000S009007000022 and 000S009007000023 (the “Parking Lot”) and depicted on Exhibit A;

**WHEREAS**, Licensee intends to construct a hotel on a portion of the real property located generally at 39 E. Chase Street, Pensacola, Florida (the “Hotel”) and Licensee has requested that CRA grant Licensee use of a portion of the Parking Lots (as more particularly described below) to provide overflow parking for the Hotel and adjacent commercial uses;

**WHEREAS**, CRA desires to license to Licensee and Licensee desires the use of that portion of the Parking Lot described in Section 1 below, upon the terms and subject to the conditions hereinafter set forth;

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

**Section 1.     Recitals.**

The parties agree the recitals above are true and correct and are incorporated into this Agreement as if fully set forth herein.

**Section 2.     Description of Licensed Area**

Upon the terms and subject to the conditions set forth herein, CRA, in exchange for the payment of rent and the performance of the promises made by Licensee in this Agreement, grants to Licensee, and Licensee agrees to rent from CRA eighty-eight (88) available spaces in the Parking Lot. As shown in the attached Exhibit A, the available spaces are depicted in blue outline. This Agreement does not grant a license to use spaces which are the subject of an agreement with the federal government for the use of the courthouse (exhibit B), which are depicted with an “X” within a red outline (“Excluded Spaces”). The Parking Lot, less the Excluded Spaces, is hereinafter referred to as the “Premises.” In the event Excluded Spaces become available for use, then they may become part of the Premises.



### **Section 3. Term of License**

(a) Licensee shall have the right to occupy and use the Premises for the purpose of parking for a term beginning on the date of execution and continuing to and including the last day of the one-hundred twentieth (120<sup>th</sup>) full calendar month thereafter (the "License Term") during the hours of 7:00 a.m. through 6:00 p.m., Monday through Friday of each week during construction of the Hotel; provided, however, that upon notification as required under this Agreement, the Licensee shall have the right to occupy and use the Premises twenty-four (24) hours a day, seven days a week, once the Certificate of Occupancy is issued for the Hotel.

(b) Should Licensee wish to extend this License for an additional term of any period, Licensee shall notify the CRA Manager of that intent no later than the first day of the eighty-fifth (85<sup>th</sup>) month of the License.

### **Section 4. License Fees**

(a) In exchange for CRA's giving Licensee the right to use and occupy the Premises for the License Term, Licensee promises to pay Parking Management as the agent of the CRA the amounts set forth in Section 4(b) below, payable in monthly installments, in advance on or before the first (1<sup>st</sup>) day of each month, commencing on the Commencement Date and such amounts as may otherwise become due and payable to CRA hereunder; provided, however, CRA may notify Licensee at a future date of an alternative payee on behalf of the CRA.

(b) The amount payable by Licensee pursuant to this paragraph (b) is hereinafter referred to as the "License Fee." From and after the Commencement Date, Licensee shall pay CRA a monthly License Fee equal to the product of (i) the number of parking spaces in the Premises (88), multiplied by (ii) \$30.00 (the "Per Space Fee"), together with applicable sales or use taxes, if any, during the construction of the Hotel; and, further, upon the issuance of a Certificate of Occupancy, the per space fee shall be increased to \$50.00; provided, however, that in year six, a market rate shall be established and the per space fee shall be adjusted annually in accordance with the Consumer Price Index (CPI) rate for the duration of the License.

(c) In the event the term of this License shall commence on a date other than the first (1<sup>st</sup>) day of the month, Licensee shall pay on the first (1<sup>st</sup>) day of the term of this License an amount of rent computed on a pro rata basis for the period from such day to the end of the month.

(d) If any payment of the License Fee under this Section 4 is not received by the CRA in good funds on its due date, Licensee shall pay CRA a late charge of five percent (5%) of the amount due. The term "License Fee" shall include all payments and charges made or incurred pursuant to this Section 3 and all other additional fees or any other charges due from Licensee to CRA under this Agreement, including without limitation applicable sales or use taxes, if any.

(e) Licensee is responsible to pay all applicable taxes upon written notice by CRA of the amount due, the time and place for payment of such tax, and reasonable evidence that such tax is required.

**Section 5. Use of Premises**

(a) Licensee shall use the Premises for a parking lot and for no other use without the prior written consent of CRA, which consent may be withheld in CRA's sole discretion. Notwithstanding anything herein to the contrary, prior to the Hotel Completion Date, Licensee's use of the Premises shall be limited to the hours of 7:00AM to 6:00PM, Monday through Friday of each week. From and after the issuance of a Certificate of Occupancy at the completion of the Hotel, Licensee shall have the exclusive use of the Premises twenty-four (24) hours a day and seven (7) days a week.

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

(c) Licensee agrees not to knowingly use or keep any substance or material in or about the Premises which may impair the insurance on the Premises.

**Section 6. Alterations, Waste, Improvements**

Licensee shall permit no waste or injury to the Premises, and further shall not make any alterations, additions or improvements to the Premises, without the prior written consent of CRA, which consent may be granted or withheld in CRA's sole and absolute discretion.

**Section 7. Quiet Enjoyment**

Subject to Section 5(a), CRA hereby covenants with Licensee that upon the performance by Licensee of the agreements herein set forth, Licensee may quietly hold and occupy the Premises without any interruption by CRA or persons claiming through or under CRA.

**Section 8. Right to Entry**

CRA may enter Premises at any time during usual business hours (or after hours if reasonably deemed necessary by CRA) and without interfering with Licensee's business operations for the purpose of inspecting same, removing alterations and additions not in conformity with this License, and exhibiting the property for sale, lease, appraisal, or mortgage.

**Section 9. Maintenance and Repairs**

Licensee shall keep and maintain the Premises in good condition from the Commencement Date through the Hotel Completion Date, provided, however, that prior to the

Hotel Completion Date, Licensee shall not be responsible for or required to make any capital improvements to the Premises. From and after the Hotel Completion Date, , Licensee shall be responsible for all maintenance, repairs, and capital improvements to the extend necessary to keep the Premises in reasonable usable condition.

#### **Section 10. Surrender**

Upon the expiration or termination of this Agreement, the Premises shall be delivered back by the Licensee in the same or better condition as existed at the date of this Agreement. In no event shall the Licensee be excused from its obligations with respect to acts or occurrences prior to the expiration or termination of this Agreement.

#### **Section 11. Force Majeure**

All time deadlines in this Agreement are subject to extension for delays caused by force majeure. The term "force majeure" as used in this Agreement shall include acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, riots, acts of armed forces, epidemics, delays by carriers, inability to obtain materials, acts of public authorities, and any other causes, whether or not enumerated in this Section 11, which causes are beyond the control of the party required to perform.

#### **Section 12. Insurance**

Licensee shall provide on an annual basis satisfactory evidence of the insurance required to be maintained hereunder, as described on Exhibit C, attached, and fully incorporated herein by reference thereto.

#### **Section 13. Liens**

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

#### **Section 14. Insolvency or Bankruptcy**

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

(b) If at any time during the term of this Agreement there shall be filed by or against Licensee in any court, pursuant to any statute either of the United States or any state, a petition in bankruptcy or insolvency or for reorganization or for appointment of a receiver or

trustee of all or a portion of Licensee's property, or if Licensee makes an assignment for the benefit of creditors, then Licensee shall be deemed to have breached this Agreement. In such an event, CRA shall have the option to cancel and terminate this Agreement with or without notice. If CRA exercises its option to cancel and terminates this Agreement, neither Licensee nor any person claiming through or under Licensee shall be entitled to possession or to remain in possession of the Premises but shall forthwith quit and surrender the Premises.

### **Section 15. Defaults and Remedies**

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

- (1) The failure by Licensee to make any payment of fees or any other payment required to be made by Licensee hereunder, as and when due, provided that such non-payment shall not be an event of default if Licensee pays the full amount due within five (5) business days after written notice from CRA;
- (2) The failure of Licensee to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Licensee, other than described in subparagraph (1) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from CRA to Licensee; provided, however, that if the nature of Licensee's default is such that more than thirty (30) days are reasonably required for its cure, then Licensee shall not be deemed to be in default if Licensee commences such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion;
- (3) The making by Licensee of any general assignment for the benefit of creditors;
- (4) The filing by or against Licensee of a petition to have Licensee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Licensee, the same is dismissed within ninety (90) days);
- (5) The appointment of a trustee or receiver to take possession of all or substantially all of Licensee's assets located at the Premises or of Licensee's interest in this Agreement.

(b) **Remedies.** In the event of any such material default or breach by Licensee, CRA may at any time thereafter, with or without notice or demand (except as specified in subsection (1) above) and without limiting CRA in the exercise of any right or remedy which Licensee may have by reason of such default or breach:

- (1) Terminate Licensee's right to possession of the Premises by any lawful means, in which case this Agreement shall terminate and Licensee shall immediately surrender possession of the Premises to CRA. In such event CRA shall be entitled to recover from Licensee all damages incurred by CRA by reason of Licensee's default, including but not limited to the following: cost of recovering possession of the Premises, expenses of re-letting, including necessary renovation and alteration of the Premises, reasonable attorney's fees and any real estate commission actually paid; and the worth at the time of award by the court having jurisdiction thereof of (i) the unpaid rent which had been earned at the time of termination, (ii) the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss for the same period which the Licensee proves could have been reasonably avoided, and (iii) the amount by which the unpaid rent for the balance of the Agreement Term after the time of such award exceeds the amount of such rental loss for the same period that Licensee proves could be reasonably avoided. The worth at the time of award of the sums referred to in clauses (i) and (ii) above shall be computed by allowing interest from the due date at the legal rate applicable to money judgments entered in the State of Florida. The worth at the time of award of the amount referred to in clause (iii) above shall be computed by discounting such amount at a reasonable discount rate based upon the circumstances existing at the time of the award. As used herein rent shall include charges equivalent to rent. In the event of termination or repossession of the Premises for an event of default, CRA shall use reasonable efforts to mitigate damages by reletting the Premises.
- (2) Maintain Licensee's right to possession, in which case this Agreement shall continue in effect whether or not Licensee shall have abandoned the Premises. In such event CRA shall be entitled to enforce all of CRA's rights and remedies under this Agreement, including the right to recover all fees payable hereunder.
- (3) Pursue any other remedy now or hereafter available to CRA under the laws or judicial decisions of the state where the Premises are located, including any right or remedy available to a creditor under the Florida Uniform Commercial Code.

**Section 16. Release**

As a material condition of this Agreement, and as inducement to the CRA to enter into this Agreement, the Licensee hereby expressly agrees to release and forever discharge the CRA, the City, and the CRA's and City's officers and employees, from any and all claims, suits, actions, damages, liability and expenses in conjunction with loss of life, bodily injury or personal

injury, property damage or contractual disputes, including loss or use thereof, either directly or indirectly caused by, resulting from, arising from or occurring in connection with Licensee's activities at the Premises. By signature to this Agreement, the Licensee acknowledges that it understands the contents and substance of the release and voluntarily agrees to the terms.

**Section 17. Control**

Licensee shall retain control over its employees, agents, servants, contractors, and invitees and their activities on or about the Premises and the manner in which said activities shall be undertaken, and to that end, the Licensee shall not be deemed to be an agent of the CRA or the City. Reasonable precautions shall be exercised at all times by the Licensee for the protection of all persons, including employees, and property. The Licensee shall make regular and periodic effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

**Section 18. Condition of Property**

It is understood and agreed that the Licensee accepts the Premises in its present condition, and no representation as to any portion, part, or section of said property is hereby made by the CRA or City, nor does the CRA or City warrant or represent that the property is safe or suitable for the purpose for which it is permitted to be used by the Licensee.

**Section 19. No Assignment**

This Agreement shall be for the sole use and benefit of the Licensee, which shall not assign or sublet this Agreement or the license; any such action shall be null and void.

**Section 20. Demands and Other Instruments**

All notices, demands, requests, consents and other instruments required or permitted to be given pursuant to the term of this Agreement shall be in writing and shall be deemed to have been properly given and received (i) upon personal delivery to the recipient's individual representative named below, (ii) upon the earlier of actual receipt or refusal of acceptance if sent by first class, registered or certified United States Mail, return receipt requested, or (iii) upon the earlier of actual receipt or the next business day if sent by Federal Express, Airborne Express, or other nationally recognized overnight commercial delivery service, fees prepaid for next business day delivery, addressed to each party hereto at:

Licensee: EGD Hotel, LLC  
Attn: Chad C. Henderson  
41 N. Jefferson St., 4<sup>th</sup> Floor  
Pensacola, FL 32502

Owner: Community Redevelopment Agency  
Attn: CRA Manager  
222 W. Main Street  
Pensacola, Florida 32502

or at such other address in the United States as the Parties may from time to time designate in writing and deliver to one another.

**Section 21. Venue**

Venue for any claim, action or proceeding arising out of this Agreement shall be Escambia County, Florida.

**Section 22. Attorneys' Fees**

In no event shall CRA be obligated to pay any costs or attorneys' fees with respect to any action, claim, or proceeding arising out of this Agreement. This Agreement shall not be construed as a waiver of sovereign immunity and shall not be construed to create any third party beneficiaries.

**Section 23. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

**Section 24. Public Records Act**

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

**Section 25. Modifications**

No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and executed in the same formality herewith.

**Section 26. No Discrimination**

Licensee shall not discriminate on the basis of race, creed, color, national origin, sex, age, or disability, in the performance of this Agreement.

**Section 27. No Other Agreements**

The Parties agree the Agreement contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party.

IN WITNESS WHEREOF, this Agreement is executed by the authorized representatives of the CRA and Licensee on the day and year first written herein.

EGD HOTEL, LLC  
41 N. JEFFERSON ST., 4<sup>th</sup> FLOOR  
PENSACOLA, FL 32502

COMMUNITY REDEVELOPMENT  
AGENCY OF THE  
CITY OF PENSACOLA

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Teniade Broughton, CRA Chairperson

ATTEST:

ATTEST:

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Ericka Burnett, City Clerk

(SEAL)

(SEAL)

Legal in form and valid as drawn:

Approved as to substance:

\_\_\_\_\_  
Charles V. Pepler, City Attorney

\_\_\_\_\_  
Victoria D'Angelo, Asst. CRA Manager



## **Attachment "A"**

**PUBLIC RECORDS:** Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor shall:

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

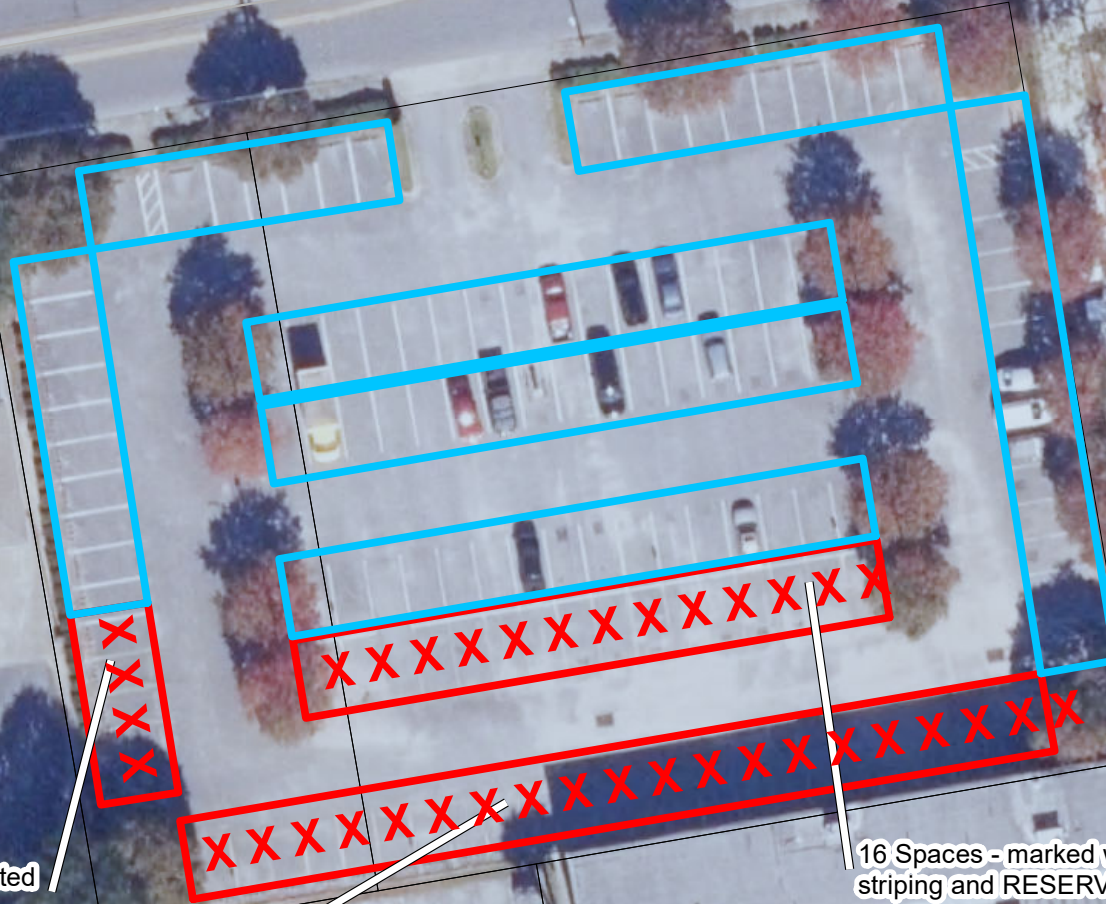
Failure by Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

**IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY CLERK, (850) 435-1715, [PUBLICRECORDS@CITYOFPENSACOLA.COM](mailto:PUBLICRECORDS@CITYOFPENSACOLA.COM), 222 WEST MAIN STREET, PENSACOLA, FL 32502.**

W GREGORY ST

N PALAFOX ST

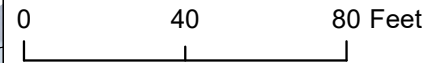
N BAYLEN ST



5 Spaces - marked with painted striping and RESERVED

24 Spaces - marked with painted striping and RESERVED

16 Spaces - marked with painted striping and RESERVED



Date: 9/23/2022



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

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**U.S. GOVERNMENT LEASE FOR REAL PROPERTY  
(Short Form)**

1. LEASE NUMBER  
GS-04P-LFL00847

**PART I - OFFER (Offeror completes Section A, C and D; Government shall complete Section B)**

**NOTE: All offers are subject to the terms and conditions outlined in Request for Lease Proposals No. 8FL2425, Supplemental Lease Requirements document, General Clauses (GSA Form 3517A), and any other attachments included herein.**

**A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT**

1. NAME AND ADDRESS OF BUILDING (Include nine-digit ZIP Code)  N. Palafox Surface Parking Lot 54 W. Gregory St. Pensacola FL 32502	2. LOCATION(S) IN BUILDING		
	2a. FLOOR(S) <u>NA</u>	2b. ROOM NUMBER(S) <u>NA</u>	2c. NUMBER OF PARKING SPACES OFFERED STRUCTURED <u>NA</u> SURFACE <u>45</u>
	2c.SQ. FT. RENTABLE <u>NA</u> ABOA <u>NA</u> Common Area Factor <u>NA</u>	2d. TYPE <input type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> WAREHOUSE <input checked="" type="checkbox"/> OTHER (Specify) <u>Parking Space Only</u>	ANNUAL PARKING RATES (IF NOT INCLUDED IN RATES UNDER PART C BELOW) STRUCTURED <u>NA</u> /space SURFACE <u>    </u> /space

**B. TERM**

- 3a. To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of 20 Years, 1 Year Firm, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.
- 3b. The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.
- 3c. This Lease may be renewed at the option of the Government for a term of 0 YEARS at the rental rate(s) set forth below, provided notice is given to the Lessor at least NA days before the end of the original Lease term; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

**C. RENTAL**

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated. Rent shall not be adjusted for changes in real estate taxes or operating costs.

5a. AMOUNT OF ANNUAL RENT \$16,200 Parking Rent Only	5b. RATE PER MONTH \$1,350.00 Parking Rent Only		
RENTAL RATE BREAKDOWN	FIRM TERM (\$/RSF/YEAR)	NON-FIRM TERM (\$/RSF/YEAR)	RENEWAL TERM (\$/RSF/YEAR)
6. BUILDING SHELL RENT (INCL. REAL ESTATE TAXES)	6a. \$ <u>NA</u>	6b. Same as 6a	6c. \$ <u>NA</u>
7. OPERATING RENT	7a. \$ <u>NA</u>	7b. Same as 7a	7b. Same as 7a
8. TURNKEY TENANT IMPROVEMENT RENT (See blocks 11 and 12 below for additional breakdown of cost and amortization rate)	8a. \$ <u>NA</u>	8b. \$0.00	8c. \$0.00
9. BUILDING SPECIFIC AMORTIZED CAPITAL (IF APPLICABLE)	9a. \$ <u>NA</u>	9b. \$0.00	9c. \$0.00
10. TOTAL RENT	10a. \$ <u>NA</u>	10b. \$ <u>NA</u>	10c. \$ <u>NA</u>
11. TENANT IMPROVEMENT COSTS <u>NA</u>	12. INTEREST RATE TO AMORTIZE TENANT IMPROVEMENTS <u>NA</u>		
13. HVAC OVERTIME RATE PER HOUR <u>NA</u>	14. ADJUSTMENT FOR VACANT PREMISES RATE (\$/ABOA SF/YEAR) <u>NA</u>		

**D. OWNER IDENTIFICATION AND CERTIFICATION**

**15. RECORDED OWNER**

15a. Name Community Redevelopment Agency		15b. DUNS Number 962262932	
15c. Address 222 West Main St.	15d. City Pensacola	15e. State FL	15f. ZIP + 4 32502

16. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS.

I have read the RLP with attachments in its entirety and am requesting no deviations

**17. OFFEROR'S INTEREST IN PROPERTY**

OWNER  AUTHORIZED AGENT  OTHER (Specify)

**18. OFFEROR**  Check if same as Recorded Owner

18a. NAME Downtown Improvement Board - Lissa Dees	18b. ADDRESS 226 S. Palafox PI Suite 106	18c. CITY Pensacola	18d. STATE FL	18e. ZIP + 4 32502
--	---	------------------------	------------------	-----------------------

18f. Title Executive Director -- Downtown Improvement Board	18g. E-mail address lissad@downtownpensacola.com	18h. Telephone Number 850-434-5371
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18i. OFFEROR'S SIGNATURE 	18j. DATE SIGNED 3-4-2020
---	------------------------------

**PART II - AWARD (To be completed by Government)**

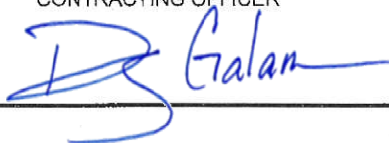
1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626, (b) Supplemental Lease Requirements, (c) Security Requirements, (d) Parking Plan delineating the Premises, (e) GSA Form 3517A, General Clauses (Acquisition of Leasehold Interests in Real Property for Small Leases),

The Government will be provided 45 exclusive use surface parking spaces from Monday to Friday between the hours of 7:00am to 5:00pm. Registered vehicles will not be ticketed at any time if the registered vehicle is parked outside of the above mentioned days and times.

The 45 exclusive use surface parking spaces will be labeled "RESERVED" without any reference to the Government.

The US Courts will provide contact information to the Downtown Improvement Board for a designated contact with the US Courts who will manage the US Court Employees information within the parking database used by the Downtown Improvement Board for the purposes of parking permitting and enforcement. This would include managing the information for each employee -- Name, license plate number, alternate license plate number(s) and vehicle description(s).

**2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED LEASE CONTRACTING OFFICER.**

3a. NAME OF LEASE CONTRACTING OFFICER (Type or Print)  Danilo Galan	3b. SIGNATURE OF LEASE CONTRACTING OFFICER 	3c. DATE  3/26/2020
---	--	---------------------------

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-04P-LFL00847
<b>ADDRESS OF PREMISES</b> North Palafox Surface Parking Lot 54 West Gregory Street Pensacola, FL 32502	PDN Number: NA

**THIS AMENDMENT** is made and entered into between

**Community Redevelopment Agency (CRA) of the City of Pensacola,  
c/o Managed by Downtown Improvement Board (DIB)**

whose address is:

222 West Main Street, Pensacola, FL 32502 (CRA)  
 226 S. Palafox Place, Suite 106, Pensacola, FL 32502 (DIB)

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to establish the commencement date of the above Lease.

**NOW THEREFORE**, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective April 1, 2020 as follows:

A. GSA Form 3626, Part I, Section B. TERM, the Lease is hereby amended to establish the commencement date as follows:

3a. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 1, 2020 through March 31, 2040, subject to termination and renewal rights as may be hereinafter set forth.

3b. The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing no less than **120 days'** prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

**FOR THE GOVERNMENT:**

Signature: *Jared Moore*  
 Name: Jared Moore  
 Title: CRA Chairman  
 Entity Name: CRA  
 Date: 3/16/2020

Signature: *D Galan*  
 Name: Danilo Galan  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service, Leasing Division  
 Date: 3/26/2020

**WITNESSED FOR THE LESSOR BY:**

Signature: *[Signature]*  
 Name: GENISE MYRICK  
 Title: CRA ASSOCIATE  
 Date: 6 MAR 2020



the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.”

The Lessor may terminate this Lease, in whole or in part, after the fifth (5<sup>th</sup>) year of this Lease, by providing not less than 120 days’ prior written notice to the Government. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.”

The Lessor anticipates the possibility of redevelopment of the leased parking space into a mixed used space after the fifth year of the lease. The Lessor will cooperate with the Government and make all reasonable efforts within its authority to provide, without guaranteeing, alternate parking for the Government.

B. GSA Form 3626, Part I, Section C. RENTAL, the Lease is hereby amended to establish the rental rates as follows:

“The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

	<b>Firm Term</b> 4/1/2020 - 3/31/2021	<b>Non-Firm Term<sup>a</sup></b> 4/1/2021 - 3/31/2025	<b>Non-Firm Term<sup>b</sup></b> 4/1/2025 - 3/31/2030	<b>Non-Firm Term<sup>c</sup></b> 4/1/2030 - 3/31/2035	<b>Non-Firm Term<sup>d</sup></b> 4/1/2035 - 3/31/2040
	<b>Annual Rent</b>	<b>Annual Rent</b>	<b>Annual Rent</b>	<b>Annual Rent</b>	<b>Annual Rent</b>
Parking <sup>1</sup>	\$16,200.00	\$16,200.00	\$16,524.00	\$16,855.00	\$17,195.00
<b>Total Annual Rent</b>	<b>\$16,200.00</b>	<b>\$16,200.00</b>	<b>\$16,524.00</b>	<b>\$16,855.00</b>	<b>\$17,195.00</b>

<sup>1</sup> Parking costs calculation:

(Firm Term) Parking cost are for forty-five (45) surface parking spaces reflecting a rate of \$30.00 per surface parking space per month.  
 (Non-Firm Term<sup>a</sup>) Parking cost are for forty-five (45) surface parking spaces reflecting a rate of \$30.00 per surface parking space per month.  
 (Non-Firm Term<sup>b</sup>) Parking cost are for forty-five (45) surface parking spaces reflecting a rate of \$30.60 per surface parking space per month.  
 (Non-Firm Term<sup>c</sup>) Parking cost are for forty-five (45) surface parking spaces reflecting a rate of \$31.21 per surface parking space per month.  
 (Non-Firm Term<sup>d</sup>) Parking cost are for forty-five (45) surface parking spaces reflecting a rate of \$31.84 per surface parking space per month.

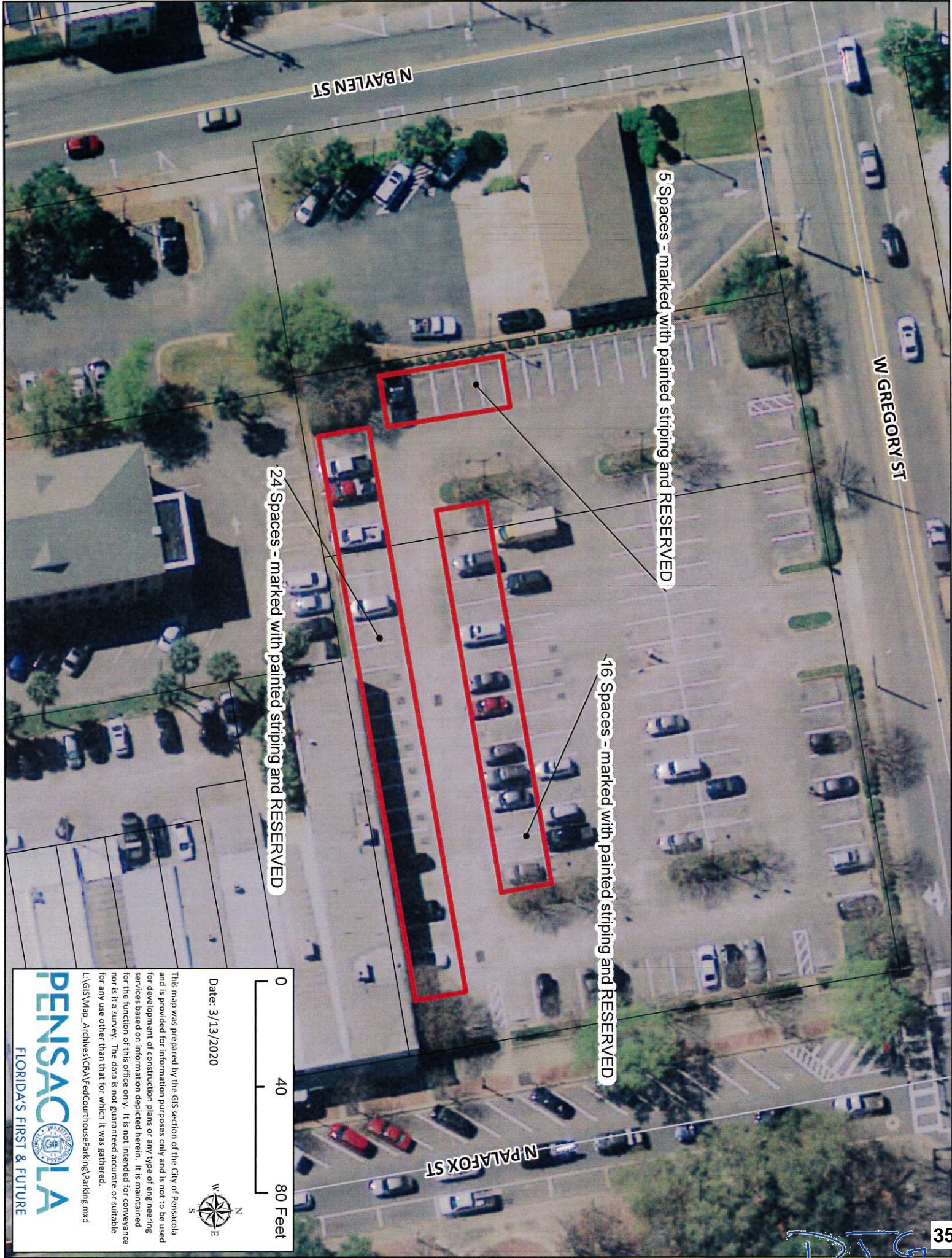
C. Attachments:

1. FAR representation, 52.204-24, entitled “Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.” (2 Pages)

D. The remainder of this page was left intentionally blank.

INITIALS: GM & DJG  
 LESSOR GOVT





N BAYLEN ST

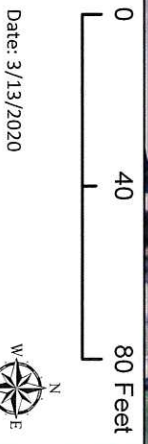
W GREGORY ST

5 Spaces - marked with painted striping and RESERVED

24 Spaces - marked with painted striping and RESERVED

16 Spaces - marked with painted striping and RESERVED

N PALAFOX ST



Date: 3/13/2020

This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

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**PENSACOLA**  
FLORIDA'S FIRST & FUTURE



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**Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Acquisitions of Leasehold Interests in Real Property)**

---

Complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee. The Offeror makes the following additional Representations.

NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)**

- (a) *Definitions.* As used in this clause-  
"Covered telecommunications equipment or services", "Critical technology", and "Substantial or essential component" have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- (b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-
  - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) *Representation.* The Contractor shall notify the Contracting Officer if it [ ] will or [X] will not [Contractor to complete] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.
- (d) *Disclosures.* If the Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Contractor shall provide the following additional information to the Contracting Officer--
  - (1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
  - (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

LESSOR: 

GOVERNMENT: 

Representation Regarding Certain  
Telecommunications and Video  
Surveillance Services or Equipment  
REV (08/19)  
Page 1



- (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
- (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) Lissa Dees 226 S. Palafox Place Suite 106 Pensacola, FL 32502 <u>Lissa Dees</u> Signature	TELEPHONE NUMBER 850-434-5371  3-12-2020 Date
--	--	---

LESSOR: GM GOVERNMENT DJG

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**SECTION 1 GENERAL TERMS, CONDITIONS, AND STANDARDS**

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**1.01 DEFINITIONS AND GENERAL TERMS (SMALL) (SEP 2015)**

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. INTENTIONALLY DELETED
- B. INTENTIONALLY DELETED
- C. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- D. INTENTIONALLY DELETED

**1.02 PUBLIC TRANSPORTATION (SMALL) (SEP 2015) INTENTIONALLY DELETED**

**1.03 AUTHORIZED REPRESENTATIVES (OCT 2016)**

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice without an express delegation by the prior LCO.

**1.04 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (SIMPLIFIED) (MAR 2012) INTENTIONALLY DELETED**

**1.05 WAIVER OF RESTORATION (OCT 2018)**

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property

Lessor  Government 

in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor, and the Government will be relieved of any liability in connection therewith.

**1.06 NOVIATION AND CHANGE OF OWNERSHIP (SMALL) (OCT 2016)**

Consistent with GSAM 570.115, in the event of a transfer of ownership of the leased premises or a change in the Lessor's legal name, FAR 42.12 applies.

**1.07 ASBESTOS (SMALL) (SEP 2015)**

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations. If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

**1.08 ~~ADJUSTMENT FOR REDUCED SERVICES (SMALL) (OCT 2018)~~ INTENTIONALLY DELETED**

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## SECTION 2 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

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### 2.01 WORK PERFORMANCE (SMALL) (SEP 2015)

All work in performance of this Lease shall be done by skilled and licensed workers or mechanics and shall be acceptable to the LCO.

### 2.02 ENVIRONMENTALLY PREFERABLE PRODUCTS REQUIREMENTS (OCT 2017)

- A. The Lessor must provide environmentally preferable products as detailed throughout individual paragraphs of this Lease.
- B. When individual paragraphs of this Lease do not contain specific requirements for environmentally preferable products, the Lessor must provide products meeting at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at [WWW.SFTOOL.GOV/GREENPROCUREMENT](http://WWW.SFTOOL.GOV/GREENPROCUREMENT) to determine whether any of these criteria are applicable for a product category.
- C. The Lessor, if unable to comply with the environmentally preferable products requirements above, must submit a waiver request for each material to the LCO within the TI pricing submittal. The waiver request shall be based on the following exceptions:
1. Product cannot be acquired competitively within a reasonable performance schedule.
  2. Product cannot be acquired that meets reasonable performance requirements.
  3. Product cannot be acquired at a reasonable price.
  4. An exception is provided by statute.

The price shall be deemed unreasonable when the total life cycle costs are significantly higher for the sustainable product versus the non-sustainable product. Life cycle costs are determined by combining the initial costs of a product with any additional costs or revenues generated from that product during its entire life.

### 2.03 ~~EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (SMALL) (SEP 2015) INTENTIONALLY DELETED~~

The Lessor shall reuse items or materials in the construction phase of the project, as long as such meet the quality standards set forth by the Government in this Lease.

### 2.04 ~~WOOD PRODUCTS (SMALL) (OCT 2016) INTENTIONALLY DELETED~~

### 2.05 ~~ADHESIVES AND SEALANTS (OCT 2017) INTENTIONALLY DELETED~~

### 2.06 ~~BUILDING SHELL REQUIREMENTS (SMALL) (OCT 2016) INTENTIONALLY DELETED~~

### 2.07 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SMALL) (SEP 2015)

THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services, as noted by the Government's review or otherwise.

### 2.08 MEANS OF EGRESS (MAY 2015)

- A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101) or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.
- B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.
- C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.
- D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.
- E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

### 2.09 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)



A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

~~2.10 FIRE ALARM SYSTEM (SEP 2013) INTENTIONALLY DELETED~~

~~2.11 ENERGY INDEPENDENCE AND SECURITY ACT (SMALL) (SEP 2015) INTENTIONALLY DELETED~~

~~2.12 ELEVATORS (SMALL) (OCT 2016) INTENTIONALLY DELETED~~

~~2.13 DEMOLITION (JUN 2012)~~

Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

~~2.14 ACCESSIBILITY (FEB 2007)~~

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

~~2.15 CEILINGS (SMALL) (OCT 2017) INTENTIONALLY DELETED~~

~~2.16 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013) INTENTIONALLY DELETED~~

~~2.17 WINDOWS (SMALL) (SEP 2015) INTENTIONALLY DELETED~~

~~2.18 PARTITIONS: PERMANENT (SMALL) (SEP 2015) INTENTIONALLY DELETED~~

~~2.19 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SMALL) (SEP 2015) INTENTIONALLY DELETED~~

~~2.20 PAINTING - SHELL (SMALL) (AUG 2016)~~

The Lessor shall bear the expense for all painting associated with the Building shell including all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with low VOC primer. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.

~~2.21 FLOORS AND FLOOR LOAD (AUG 2011) INTENTIONALLY DELETED~~

~~2.22 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SMALL) (SEP 2015)~~

A. The Lessor shall be responsible for meeting the applicable requirements of all federal, state, and local codes and ordinances. When codes conflict, the more stringent standard shall apply.

B. The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

~~2.23 DRINKING FOUNTAINS (OCT 2018) INTENTIONALLY DELETED~~

~~2.24 RESTROOMS (SMALL) (SEP 2015) INTENTIONALLY DELETED~~

~~2.25 PLUMBING FIXTURES: WATER CONSERVATION (SMALL) (OCT 2016)~~

For new installations and whenever plumbing fixtures are being replaced, all fixtures must conform to EPA WaterSense. Information on EPA WaterSense fixtures can be found at [HTTP://WWW.EPA.GOV/WATERSENSE/](http://www.epa.gov/watersense/).

~~2.26 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (SIMPLIFIED) (OCT 2016) INTENTIONALLY DELETED~~

2.27 ~~TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED

2.28 ~~TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SIMPLIFIED) (JUN 2012)~~ INTENTIONALLY DELETED

2.29 LIGHTING: INTERIOR AND PARKING – SHELL (SMALL) (OCT 2016)

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A. INTENTIONALLY DELETED

B. INTENTIONALLY DELETED

C. INTENTIONALLY DELETED

D. BUILDING PERIMETER: Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1..

E. PARKING STRUCTURES: The minimum illuminance level for parking structures is 3 foot-candles as measured on the floor with a uniformity ratio of 10:1.

F. EXTERIOR POWER BACKUP: Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

2.30 ~~INDOOR AIR QUALITY DURING CONSTRUCTION (SMALL) (OCT 2016)~~ INTENTIONALLY DELETED

2.31 ~~NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS – LEASE (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED

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**SECTION 3 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES**

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3.01 ~~SCHEDULE FOR COMPLETION OF SPACE (SIMPLIFIED) (SEP-2013)~~ INTENTIONALLY DELETED

3.02 ACCESS TO THE GOVERNMENT PRIOR TO ACCEPTANCE (SIMPLIFIED) (SEP 2015)

Subject to the Lessor's permission, which shall not be unreasonably withheld, the Government or its contractors shall have access to the Premises prior to acceptance of the Space to prepare the Space for occupancy. If the work to be completed by the Government is a prerequisite for the issuance of a Certificate of Occupancy, or its equivalent, the Government shall be entitled to at least 10 Working Days to complete work by its own contractors.

3.03 ~~ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SIMPLIFIED) (SEP-2015)~~ INTENTIONALLY DELETED

3.04 ~~LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (SMALL) (SEP 2015)~~

The Lease Term Commencement Date, and final measurement verification of the Premises, shall be memorialized by Lease Amendment.

3.05 ~~AS-BUILT DRAWINGS (SMALL) (SEP-2015)~~ INTENTIONALLY DELETED

3.06 ~~SEISMIC RETROFIT (SEP-2013)~~ INTENTIONALLY DELETED



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**SECTION 4 TENANT IMPROVEMENT COMPONENTS**

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**4.01 TENANT IMPROVEMENTS AND PRICING (SMALL) (SEP 2015)**

- A. The Lease is a fully serviced, turnkey Lease with a fixed rent that covers all Lessor costs, including all demolition, shell upgrades, TIs, insurance, operating costs, taxes, parking, and security upgrades. Rent will be based upon a proposed rental rate per rentable square foot (RSF), limited by the offered rate and the maximum ABOA SF solicited under this RLP. The Tenant Improvements to be delivered by the Lessor will be based upon information provided with this Lease, The Lessor will be required to design and build the TIs and will be compensated for the TI costs through the rent. Offerors are encouraged to consider the use of existing fit-out and other improvements to minimize waste.
- B. The Government shall have the right to make lump sum payments for any or all TI work.

~~4.02 FINISH SELECTIONS (SMALL) (SEP 2015) INTENTIONALLY DELETED~~

~~4.03 WINDOW COVERINGS (SIMPLIFIED) (AUG 2011) INTENTIONALLY DELETED~~

~~4.04 DOORS: SUITE ENTRY (SEP 2013) INTENTIONALLY DELETED~~

~~4.05 DOORS: INTERIOR (SMALL) (SEP 2015) INTENTIONALLY DELETED~~

~~4.06 DOORS: HARDWARE (SMALL) (SEP 2015) INTENTIONALLY DELETED~~

~~4.07 PARTITIONS: SUBDIVIDING (SMALL) (SEP 2015) INTENTIONALLY DELETED~~

~~4.08 PAINTING – TI (SMALL) (SEP 2015) INTENTIONALLY DELETED~~

~~4.09 FLOOR COVERINGS AND PERIMETERS (SMALL) (OCT 2017) INTENTIONALLY DELETED~~

~~4.10 HEATING AND AIR CONDITIONING (SMALL) (SEP 2015) INTENTIONALLY DELETED~~

~~4.11 ELECTRICAL: DISTRIBUTION (SMALL) (SEP 2015) INTENTIONALLY DELETED~~

~~4.12 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012) INTENTIONALLY DELETED~~

~~4.13 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008) INTENTIONALLY DELETED~~

~~4.14 DATA DISTRIBUTION (JUN 2012) INTENTIONALLY DELETED~~

~~4.15 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012) INTENTIONALLY DELETED~~

**4.16 LIGHTING: INTERIOR AND PARKING – TI (SMALL) (SEP 2015)**

FIXTURES: Any additional lighting fixtures and/or components required beyond what would have been provided under the paragraph, "Lighting: Interior and Parking – Shell (SMALL)" are part of the TIs.

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## SECTION 5 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

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### 5.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (SIMPLIFIED) (JUN 2012)

The Government's normal hours of operations are established as 7:00 AM to 5:00 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

**5.02 UTILITIES (APR 2011)**The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

### ~~5.03 HEATING AND AIR CONDITIONING (SMALL) (OCT 2018) INTENTIONALLY DELETED~~

### ~~5.04 OVERTIME HVAC USAGE (SMALL) (SEP 2016) INTENTIONALLY DELETED~~

### 5.05 JANITORIAL SERVICES (SMALL) (SEP 2015)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

A. Daily. Police sidewalks, parking areas, and driveways.

C. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts. Remove snow and ice from entrances, exterior walks, and parking lots of the building by the beginning of the normal working hours and continuing throughout the day

D. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

### 5.06 SELECTION OF CLEANING PRODUCTS (SMALL) (SEP 2015)

The Lessor shall use cleaning products (including general purpose cleaners, floor cleaners, hand soap, etc.) that comply with either the Green Seal standard, the UL/EcoLogo standard, EPA's Design for the Environment (DfE) designation, or a substitute acceptable to the LCO. Hand soap products shall also be USDA Certified BioPreferred.

### 5.07 SELECTION OF PAPER PRODUCTS (APR 2015)

The Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) conforming to the Green Seal Standard (GS-1), or a substitute acceptable to the LCO.

### ~~5.08 MAINTENANCE OF PROVIDED FINISHES (SMALL) (SEP 2015) INTENTIONALLY DELETED~~

### 5.09 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and M-11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.



C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as when no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

**5.10 ~~RANDOLPH-SHEPPARD COMPLIANCE (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED**

**5.11 ~~INDOOR AIR QUALITY (OCT 2016)~~ INTENTIONALLY DELETED**

**5.12 ~~RADON IN AIR (OCT 2016)~~ INTENTIONALLY DELETED**

**5.13 ~~RADON IN WATER (JUN 2012)~~ INTENTIONALLY DELETED**

**5.14 HAZARDOUS MATERIALS (SEP 2013)**

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

**5.15 MOLD (SIMPLIFIED) (OCT 2018)**

A. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower.

B. The Lessor shall provide Space to the Government that is free from actionable mold and free any conditions, such as ongoing water leaks or moisture infiltration, that reasonably can be anticipated to permit the growth of actionable mold or are indicative of the possibility that actionable mold will be present (indicators). Ventilation zones serving the Space shall also be free of actionable mold. The Lessor shall safely remediate all actionable mold in accordance with methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008 and all applicable state laws pertaining to mold remediation practices.

**5.16 OCCUPANT EMERGENCY PLANS (SMALL) (SEP 2015)**

The Lessor is required to cooperate, participate and comply with the development and implementation, and any subsequent revisions of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan.

LESSOR:  GOVERNMENT: 

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**SECTION 6    ADDITIONAL TERMS AND CONDITIONS**

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**6.01    SECURITY STANDARDS (SMALL) (SEP 2015)**

The Lessor agrees to the requirements of Security Level I attached to this Lease. Level I Security is included in shell rent.

**6.02    ~~MODIFIED LEASE PARAGRAPHS (OCT 2016)~~ INTENTIONALLY DELETED**

LESSOR:  GOVERNMENT 

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**SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL I**

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**THESE PARAGRAPHS CONTAIN SECURITY REQUIREMENTS, AND, UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SHELL. WHERE THEY ARE IN CONFLICT WITH ANY OTHER REQUIREMENTS ON THIS LEASE, THE STRICTEST SHALL APPLY.**

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**DEFINITIONS:**

**CRITICAL AREAS** - The areas that house systems that if damaged or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as "limited access areas," "restricted areas," or "exclusionary zones." Critical areas do not necessarily have to be within Government-controlled space (e.g., generators, air handlers, electrical feeds which could be located outside Government-controlled space).

**SENSITIVE AREAS** – Sensitive areas include vaults, Sensitive Compartmented Information Facilities (SCIFs), evidence rooms, war rooms, and sensitive documents areas. Sensitive areas are primarily housed within Government-controlled space.

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~~**FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS. INTENTIONALLY DELETED**~~

**SITES****SIGNAGE****POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL**

The Lessor shall not post sign(s) or otherwise identify the facility and parking areas as a Government, or specific Government tenant, occupied facility, including during construction, without written Government approval.

**POSTING OF REGULATORY SIGNAGE**

The Government may post or request the Lessor to post regulatory, statutory and site specific signage at the direction of the Government.

**LANDSCAPING**

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**LANDSCAPING REQUIREMENTS**

Lessor shall maintain landscaping (trees, bushes, hedges, land contour, etc.) around the facility. Landscaping shall be neatly trimmed in order to minimize the opportunity for concealment of individuals and packages/containers. Landscaping shall not obstruct the views of security guards and CCTV cameras, or interfere with lighting or IDS equipment.

**CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN**

The Lessor shall separate from public access, restricted areas as designated by the Government, through the application of Crime Prevention Through Environmental Design (CPTED) principles by using trees, hedges, berms, or a combination of these or similar features, and by fences, walls, gates and other barriers, where feasible and acceptable to the Government.

**SECURITY SYSTEMS**

No requirements

~~**STRUCTURE INTENTIONALLY DELETED**~~

**OPERATIONS AND ADMINISTRATION**

**LESSOR TO WORK WITH FACILITY SECURITY COMMITTEE (FSC)**

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the lease.

~~**ACCESS TO BUILDING INFORMATION INTENTIONALLY DELETED**~~

~~**CYBERSECURITY (SHELL) INTENTIONALLY DELETED**~~

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**GENERAL CLAUSES**

**(Acquisition of Leasehold Interests in Real Property for Small Leases)**

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1. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (APR 2015)

The Lessor shall maintain the Property, including the Building, Building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenable condition. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that Building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.



4. DEFAULT BY LESSOR (APR 2012)

A. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

- (1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.
- (2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.
- (3) Grounds for Termination. The Government may terminate the Lease if:

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- (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
- (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

- (i) Circumstances within the Lessor's control;
- (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;
- (iii) The condition of the Property;
- (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
- (v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

5. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

6. CHANGES (SIMPLIFIED) (SEP 2011)

- A. The LCO may at any time, by written order, direct changes to the TIs within the Space, Building Security Requirements, or the services required under the Lease.
- B. If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:
  - 1. An adjustment of the delivery date;
  - 2. An equitable adjustment in the rental rate; or
  - 3. A lump sum equitable adjustment.
- C. The Lessor shall assert its right to an amendment under this clause within **30 days** from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to

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agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change, except the Lessor shall not be obligated to comply with such order or direction if the adjustment to which it is entitled causes the annual rent (net of operating costs) to exceed the Simplified Lease Acquisition Threshold established under GSAR 570.102.

- D Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly delegated in writing the authority to direct changes, the Government shall not be liable to Lessor under this clause.

#### 7. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all Buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state and local laws applicable to and enforceable against it as a tenant under this Lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

#### 8. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

- (a) Definitions. As used in this clause—

“Covered foreign country” means The People's Republic of China.

“Covered telecommunications equipment or services” means –

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

- (i) Pursuant to multilateral regimes, including for reasons relating to national

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security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

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(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

**9. 552.204-70 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)**

(a) *Definitions.* As used in this clause-

"Covered telecommunications equipment or services", "Critical technology", and "Substantial or essential component" have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Representation.* The Offeror or Contractor represents that it [ ] will or [X] will not [Contractor to complete and submit to the Contracting Officer] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) *Disclosures.* If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

**10. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)**

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This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found at [http:// www.acquisition.gov](http://www.acquisition.gov).

11. The following clauses are incorporated by reference:

- FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT ( OCT 2018)
- FAR 52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018) (Applicable if over \$30,000 total contract value.)
- FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
- FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014).
- FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015) (Applicable to leases over \$35,000 total contract value.)
- FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applicable when cost or pricing data are required for work or services over \$750,000.)
- FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010) (Applicable when the clause at FAR 52.215-10 is applicable.)
- FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018) ALTERNATE III (JAN 2017) (Applicable to Leases over \$700,000 total contract value.)
- FAR 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999) (Applicable to leases over \$700,000 total contract value.)
- FAR 52.219-28 POST-AWARD SMALL BUSINESS REREPRESENTATION (JUL 2013) (Applicable to leases exceeding the micro-purchase threshold)
- FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
- FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016)
- FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) (Applicable to leases \$150,000 or more, total contract value. Full text may be found at <http://www.acquisition.gov>)
- FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) (Applicable to leases over \$15,000 total contract value. Full text may be found at <http://www.acquisition.gov>)
- FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016) (Applicable to leases \$150,000 or more, total contract value.)
- FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001) (Applicable to Leases over the Simplified Lease Acquisition Threshold as well as to any Leases of any value awarded to an individual)
- FAR 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) (Applicable to leases over the micro-purchase threshold.)

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FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD  
MANAGEMENT (OCT 2018)

FAR 52.233-1 DISPUTES (MAY 2014)

GSAR 552.215-70 EXAMINATION OF RECORDS BY GSA (JUL 2016)

GSAR 552.270-12 ALTERATIONS (SEP 1999)

GSAR 552.270-16 ADJUSTMENT FOR VACANT PREMISES (JUN 2011)

GSAR 552.270 20 PAYMENT (SEP 1999)

GSAR 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

GSAR 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

GSAR 552.270-31 PROMPT PAYMENT (JUN 2011)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Master

**File Number: 20-00081**

<b>File ID:</b> 20-00081	<b>*Type:</b> Action Item	<b>Status:</b> Passed
<b>Version:</b> 1	<b>Attorney Review:</b>	<b>*Meeting Body:</b> Community Redevelopment Agency
<b>Subject:</b>		<b>File Created:</b> 02/03/2020
<b>Title: FEDERAL COURTHOUSE PARKING LEASE - NORTH PALAFOX LOT</b>		<b>Final Action:</b> 02/10/2020
<b>Sponsors:</b> Jared Moore		<b>*Agenda Date:</b> 02/10/2020
<b>Attachments:</b> Lease of Real Property - GSA Form 3626, Lease Amendment No. 1, Section 889 Addendum, Parking Plan Map, Supplemental Lease Requirements, Facility Security Level I, General Clauses - GSA Form 3517A		<b>Enactment Date:</b>
<b>Recommendation:</b>		<b>Enactment Number:</b>
<b>Entered by:</b> GranicusCRA@cityofpensacola.com		<b>Hearing Date:</b>
		<b>Effective Date:</b>

### History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Community Redevelopment Agency	02/10/2020	Approved				Pass
<b>Action Text:</b> A motion was made by Terhaar, seconded by Myers, that this Action Item be Approved. The motion carried by the following vote: Yes: 7 Terhaar, Hill, Moore, Cannada-Wynn, Jerrals, Wu, and Myers							

### Text of Legislative File 20-00081

#### ACTION ITEM

**SPONSOR:** Jared Moore, Chairperson

**SUBJECT:**

FEDERAL COURTHOUSE PARKING LEASE - NORTH PALAFOX LOT

**RECOMMENDATION:**

That the Community Redevelopment Agency (CRA) approve a lease with the United States Government for Federal Courthouse parking at the North Palafox Parking Lot. Further, that the CRA Chairperson be authorized to execute all necessary documents.

**SUMMARY:**

The Community Redevelopment Agency (CRA) property at the southwest corner of North Palafox and Gregory Streets is developed as a public parking lot. Pursuant to and concurrent with the City of Pensacola's (City) lease of the property on North Palafox and Garden Streets to the United States Government for construction of the Federal Courthouse building, the CRA leased 73 parking spaces in the lot to the City for sublease to the United States Government for the Federal Courthouse and its related offices.

The term of the CRA's parking lease with the City coincided with the term of the Courthouse lease and terminated upon its termination. Upon the expiration of the leases, the City sold the Courthouse property to the United States Government. The Office of Administrator of General Services (GSA) is now pursuing a new lease with the CRA to meet the continued parking needs of the Courthouse.

Staff recommends approving a new lease for 45 spaces in the North Palafox Parking Lot to the United States Government for Federal Courthouse parking. The requested term is 20 years, beginning April 1, 2020. The CRA will have the option to terminate the lease after the 5th year with 120 days prior notice. The GSA may terminate the lease after one (1) year with 90 days prior notice.

Annual parking rent to be collected under the lease during the 1st five-year term is \$16,200.00, which is a rate of \$30.00 per space per month and will increase at the end of each 5-year increment based on a 2% escalation schedule. Parking revenues will continue to be collected and retained by the Downtown Improvement Board (DIB) pursuant to the Downtown Parking Management District Interlocal Agreement.

**PRIOR ACTION:**

December 12, 1996 - CRA executed a lease with the City of Pensacola for 73 spaces in the North Palafox Parking Lot for sublease to the GSA for the United States Federal Courthouse.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Annual parking lease revenue of \$16,200.00 will be collected and retained by the DIB

during the 1st five-year term and will increase at the end of each 5-year increment based on a 2% escalation schedule.

**CITY ATTORNEY REVIEW:** Yes

2/3/2020

**STAFF CONTACT:**

M. Helen Gibson, AICP, CRA Administrator  
Victoria D'Angelo, Assistant CRA Administrator

**ATTACHMENTS:**

- 1) Lease of Real Property - GSA Form 3626
- 2) Lease Amendment No. 1
- 3) Section 889 Addendum
- 4) Parking Plan Map
- 5) Supplemental Lease Requirements
- 6) Facility Security Level 1
- 7) General Clauses - GSA Form 3517A

**PRESENTATION:** No





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Master

**File Number: 20-00094**

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**File ID:** 20-00094      **\*Type:** Legislative Action Item      **Status:** Passed  
**Version:** 1      **Attorney Review:**      **\*Meeting Body:** City Council  
**Subject:**      **File Created:** 02/11/2020  
**Final Action:** 02/27/2020

<b>Title:</b> FEDERAL COURTHOUSE PARKING LEASE - NORTH PALAFOX LOT
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**\*Agenda Date:** 02/27/2020  
**Sponsors:** Jared Moore      **Enactment Date:**  
**Attachments:** Lease of Real Property - GSA Form 3626, Lease Amendment No.1, Section 889 Addendum, Parking Plan Map, Supplemental Lease Requirements, Facility Security Level I, General Clauses - GSA Form 3517A      **Enactment Number:**  
**Recommendation:**      **Hearing Date:**  
**Entered by:** GranicusCouncilStaff@cityofpensacola.com      **Effective Date:**

### History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Agenda Conference	02/24/2020	Placed on Consent Agenda				Pass
	<b>Action Text:</b>		This Legislative Action Item was Placed on Consent Agenda.				
1	City Council	02/27/2020	Approved				Pass
	<b>Action Text:</b>		A motion was made by Council Member Terhaar, seconded by Council Vice President Moore, that this Legislative Action Item was Approved. The motion was carried by the following vote. Yes: 7 Council President Cannada-Wynn, Council Vice President Moore, Council Member Terhaar, Council Member Hill, Council Member Jerrals, Council Member Wu, and Council Member Myers				

### Text of Legislative File 20-00094

#### LEGISLATIVE ACTION ITEM

**SPONSOR:** City Council Vice President Jared Moore

**SUBJECT:**

FEDERAL COURTHOUSE PARKING LEASE - NORTH PALAFOX LOT

**RECOMMENDATION:**

That the City Council approve a lease with the United States Government for Federal Courthouse parking at the North Palafox Parking Lot. Further that City Council authorize the Mayor, if necessary, to execute all necessary documents.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Community Redevelopment Agency (CRA) property at the southwest corner of North Palafox and Gregory Streets is developed as a public parking lot. Pursuant to and concurrent with the City of Pensacola's (City) lease of the property on North Palafox and Garden Streets to the United States Government for construction of the Federal Courthouse building, the CRA leased 73 parking spaces in the lot to the City for sublease to the United States Government for the Federal Courthouse and its related offices.

The term of the CRA's parking lease with the City coincided with the term of the Courthouse lease and terminated upon its termination. Upon the expiration of the leases, the City sold the Courthouse property to the United States Government. The Office of Administrator of General Services (GSA) is now pursuing a new lease with the CRA to meet the continued parking needs of the Courthouse.

Staff recommends approving a new lease for 45 spaces in the North Palafox Parking Lot to the United States Government for Federal Courthouse parking. The requested term is 20 years, beginning April 1, 2020. The CRA will have the option to terminate the lease after the 5th year with 120 days prior notice. The GSA may terminate the lease after one (1) year with 90 days prior notice.

Annual parking rent to be collected under the lease during the 1st five-year term is \$16,200.00, which is a rate of \$30.00 per space per month and will increase at the end of each 5-year increment based on a 2% escalation schedule. Parking revenues will continue to be collected and retained by the Downtown Improvement Board (DIB) pursuant to the Downtown Parking Management District Interlocal Agreement.

**PRIOR ACTION:**

January 10, 2020 - CRA Board approved the above referenced lease

December 12, 1996 - CRA executed a lease with the City of Pensacola for 73 spaces in the North Palafox Parking Lot for sublease to the GSA for the United States Federal Courthouse.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Annual parking lease revenue of \$16,200.00 will be collected and retained by the DIB during the 1st five-year term and will increase at the end of each 5-year increment based on a 2% escalation schedule.

**STAFF CONTACT:**

Don Kraher, Council Executive  
M. Helen Gibson, AICP, CRA Administrator  
Victoria D'Angelo, Assistant CRA Administrator

**ATTACHMENTS:**

- 1) Lease of Real Property - GSA Form 3626
- 2) Lease Amendment No. 1
- 3) Section 889 Addendum
- 4) Parking Plan Map
- 5) Supplemental Lease Requirements
- 6) Facility Security Level 1
- 7) General Clauses - GSA Form 3517A

**PRESENTATION:** No

## INSURANCE AND INDEMNIFICATION

### GENERAL

Before starting and until termination of work for, or on behalf of the City, the Licensee shall procure and maintain insurance of the types and limits specified.

The term City, as is used in this section, is defined to mean the City of Pensacola Community Redevelopment Agency (CRA), The City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

### COVERAGE

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements.

#### Worker's Compensation

The Licensee shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person – accident, \$100,000 each person – disease, \$500,000 aggregate – disease.

#### Licensee's Commercial General, Automobile, Garage Keepers, Pollution Liability and Umbrella Liability Coverages

The Licensee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability, Business Auto, Garage Keepers, and Pollution Liability policies filed by the Insurance Services Office. **City shall be an Additional Insured** and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Licensee agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.



**Commercial General Liability** coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent Licensees, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis.

**Business Auto Policy** coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use.

**Garage Keepers Liability** coverage must include bodily injury and property damage liability for operations and premises licensee's use of parking facility outlined in this agreement.

**Pollution Liability** coverage for bodily injury, property damage, fines, penalties, defense, and clean up must be included. Coverage must include both sudden/accidental and non-sudden/gradual

**Umbrella Liability Insurance** coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

## **CERTIFICATES OF INSURANCE**

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. **The City shall be named as an Additional Insured** and this contract shall be listed. If required by the City, the Licensee shall furnish copies of the Licensee's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. **Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee.** If on an ACORD 25 or similar form, the words "endeavor to" and "but failure..." shall be deleted so that the sentence ends with the word "left" or signed endorsements for the cancellation clauses MUST accompany Certificate(s) of Insurance. The Licensee shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the City and shall file with the City, Certificate of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Licensee shall, upon instructions of the City,

cease all operations under the Contract until directed by the City in writing, to resume operations.

### **INSURANCE OF THE LICENSEE PRIMARY**

The Licensee required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Licensee's coverage. The Licensee's policies of coverage will be considered primary as relates to all provisions of the contract.

### **LOSS CONTROL AND SAFETY**

The Licensee shall retain control over its employees, agents, servants, and any vendors or subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Licensee shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Licensee for the protection of all persons, including employees and property. The Licensee shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

### **HOLD HARMLESS**

The Licensee shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Licensee and persons employed or utilized by the Licensee in the performance of this contract. The Licensee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

### **PAY ON BEHALF OF THE CITY**

The Licensee agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

### **Governing Law and Venue**

This Contract is governed and construed in accordance with laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions or proceedings arising out of the Contract. Venue for any claim, actions or proceedings arising out of this Contract shall be Escambia County, Florida.



Memorandum

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**File #:** 22-00970

Community Redevelopment Agency 10/10/2022

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**ACTION ITEM**

**SPONSOR:** Teniade Broughton, Chairperson

**SUBJECT:**

SIXTH AMENDMENT TO HAWKSHAW DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

**RECOMMENDATION:**

That the Community Redevelopment Agency (CRA) approve a Sixth Amendment to the Declaration of Conditions, Covenants and Restrictions for the Hawkshaw Redevelopment Project at 9<sup>th</sup> Avenue and Romana Street as enumerated in the attached.

**SUMMARY:**

In June 2017, the Community Redevelopment Agency (CRA) issued a Request for Proposals (RFP) for redevelopment of the property at 9<sup>th</sup> Avenue and Romana Street (the Hawkshaw Redevelopment Project).

On October 11, 2021, the Community Redevelopment Agency (CRA) approved a revised design which included an apartment development with 195 to 210 units (4th Amendment to CCRs). A 5th Amendment was also approved on March 7, 2022 which clarified the milestone provisions and order of sequence.

At the CRA's September meeting, the developer presented a revised plan proposal and requested a 6<sup>th</sup> Amendment to the CCRs to permit development of the site in accordance with the revised plan proposal. The CRA authorized staff to proceed with negotiations.

The amendment includes the following:

- Project substantially in accordance with the renderings presented at the September 12<sup>th</sup> meeting and contains a range of 50 to 54 residential units
- Revised milestones:
  - Submittal of final plans for permitting - No later than June 30, 2023
  - Commencement of vertical construction within 180 days from receipt of building permit
  - Substantial completion of the Project no more than 30 months following

commencement of vertical construction.

- Revision of the Force Majeure clause to add provisions pertaining to changes in material prices and interest rates
- Reduction in liquidated damages from \$2,500 per day, up to \$100,000 per milestone, to \$500 per day, up to \$25,000 per milestone.

**PRIOR ACTION:**

November 6, 2017 - CRA approved the development agreement/contract for sale of the Hawkshaw property to Robert Montgomery, LLC.

February 26, 2018 - The deed for sale of Hawkshaw property to Hawkshaw Developers, LLC was filed in Escambia County Official Records.

June 10, 2019 - The CRA approved extension of the commencement deadline for the Hawkshaw redevelopment project at 9th Avenue and Romana Street to September 30, 2019 and granted extension of the construction commencement deadline.

August 5, 2019 - The CRA approved the revised design plans, revised construction timeline and changes to the Hawkshaw Redevelopment, LLC. Development Team.

May 10, 2021 - The CRA directed staff to send a letter to the developer requesting a presentation during its June meeting, as well as, written documentation of the developer's diligent and continuous prosecution of construction on the project and previously requested items from the CRA Chairman's letter dated December 17, 2019.

June 14, 2021 - The development team made a presentation to the CRA.

July 12, 2021 - The CRA authorized negotiation of a 4<sup>th</sup> Amendment to Declaration of Conditions, Covenants and Restrictions for the Hawkshaw Redevelopment Project.

October 11, 2021 - The CRA approved the 4<sup>th</sup> Amendment to the Declaration of Conditions, Covenants and Restrictions for the Hawkshaw Redevelopment Project.

March 7, 2022 - The CRA approved the 5<sup>th</sup> Amendment to the Declaration of Conditions, Covenants and Restrictions for the Hawkshaw Redevelopment Project.

September 12, 2022 - The CRA authorized staff to negotiate a 6<sup>th</sup> Amendment to the Declaration of Conditions, Covenants and Restrictions for the Hawkshaw Redevelopment Project.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**



None.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Choose an item.

[Click here to enter a date.](#)

**STAFF CONTACT:**

David Forte, Deputy City Administrator - Community Development  
Sherry Morris, Development Services Director  
Victoria D'Angelo, CRA Assistant Manager

**ATTACHMENTS:**

- 1) Proposed 6<sup>th</sup> Amendment to CCRs

**PRESENTATION:** No

Prepared by:  
Stephen R. Moorhead, Esquire  
Moorhead Law Group  
127 Palafox Place, Suite 200  
Pensacola, FL 32502  
RE-17-1279

**SIXTH AMENDMENT TO THE DECLARATION OF  
CONDITIONS, COVENANTS, AND RESTRICTIONS**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

This Sixth Amendment to the Declaration of Conditions, Covenants, and Restrictions is made this \_\_\_ day of October, 2022, by Community Redevelopment Agency of the City of Pensacola, a public body, corporate and politic, of the State of Florida (“Declarant”), whose address is 222 West Main Street, Pensacola, FL 32502, and Hawkshaw Development Group, LLC, a Florida limited liability company (“Owner”), whose address is 657 E. Romana St., Pensacola, FL 32502. Defined terms shall have the meaning ascribed to them in the Declaration.

WITNESSETH:

WHEREAS, on February 21, 2018, Declarant executed a Declaration of Conditions, Covenants, and Restrictions, which was recorded in Official Records Book 7860, at Page 540 of the public records of Escambia County, Florida, encumbering the Property therein described (as amended, as set forth below, the “Declaration”);

WHEREAS, the Declaration was amended by First Amendment to Declaration of Conditions, Covenants and Restrictions dated April 18, 2019, and recorded in Official Records Book 8080, at Page 1546; by Second Amendment to Declaration of Conditions, Covenants and Restrictions dated June 28, 2019 and recorded in Official Records Book 8140, at Page 471; by Third Amendment to Declaration of Conditions, Covenants and Restrictions dated August 15, 2019, and recorded in Official Records Book 8151, at Page 1137; by Fourth Amendment to the Declaration of Conditions, Covenants and Restrictions dated October 13, 2021, and recorded in Official Records Book 8640, at Page 284; and by Fifth Amendment to Declaration of Conditions, Covenants and Restrictions dated March 9, 2022, and recorded in Official Records Book 8737, at Page 1233; all of the Public Records of Escambia County, Florida;

WHEREAS, the Declarant has the absolute right to amend the Declaration in accordance with Article Six, Section 6.4, by a written instrument executed by Declarant, its successors or assigns and the then-current Owner;

WHEREAS, the Declarant and Owner desire to amend the Declaration to contemplate and require the construction of multi-family residential units;

NOW, THEREFORE, Declarant and Owner hereby amend the Declaration as follows, with the intent and purpose that the amendments will encumber the Property and will run with the land and be binding on and inure to the benefit of the Owner.

1. Recitals. The above and foregoing recitals are true and correct and adopted herein.
2. Amendment of Article Two. Article Two is hereby deleted in its entirety and the following is substituted in its place:

**ARTICLE TWO**  
**DEVELOPMENT OF THE PROPERTY**

2.01 The Project shall be used and developed only as multi-family residential condominium or apartment units complying with the requirements of this Article (the "Project"), and only improvements complying with the requirements of this Article shall be constructed and allowed to remain on the Property. The Project shall consist of:

- (a) Three (3) 4-story residential buildings, which, for purposes of convenience and reference in this Declaration only, are described as Building A, Building B, and Building C. Nothing shall preclude Owner from using different descriptions or names for these buildings in marketing materials, condominium documents, or apartment documents relating to the Project.
- (b) Building A shall be located along S. 9<sup>th</sup> Avenue and shall contain approximately twelve (12) residential units, plus amenities benefitting the residents of all Project buildings. All residential units in Building A shall be located on the second, third, and fourth floors of the building.
- (c) Building B shall be located along E. Romana Street and shall contain approximately twenty-one (21) residential units, all of which shall be located on the second, third, and fourth floors of the building.
- (d) Building C shall be located along S. 10<sup>th</sup> Avenue and shall contain approximately twenty-one (21) residential units, all of which shall be located on the second, third, and fourth floors of the building.
- (e) The ground floor of all three buildings shall be used as covered parking.
- (f) The buildings shall be elevated to meet applicable flood elevations.
- (g) The Project shall contain surface parking comprised of a combination of concrete and semi-permeable pavers with sufficient parking spaces to satisfy, at a minimum, applicable building code, zoning, and land use regulations.
- (h) The Project buildings and structures shall contain approximately 95,000 conditioned gross square feet and approximately 130,000 total gross square feet, including

conditioned square feet, covered parking, exterior corridors, and balconies. The outward appearance of the condominium buildings shall be substantially in accordance with the renderings presented to the Declarant at its September 12, 2022 meeting.

- (i) Landscaping shall include traditional streetscapes along S. 9<sup>th</sup> Avenue and Romana Street, unique urban garden areas fronting Admiral Mason Park, a mix of planted in-ground materials and materials set in architectural features such as planters, seating, and other urban elements.
- (j) The Project shall contain a range of fifty (50) to fifty-four (54) residential units.
- (k) No material deviation shall be made from any of the foregoing requirements of paragraphs (a) through (j) hereinabove, except with prior written consent of the Declarant, which shall not be unreasonably withheld, conditioned, or delayed.
- (l) Owner shall submit final plans for permitting to the City of Pensacola no later than June 30, 2023.
- (m) Upon receipt of building permit issuance from the Declarant, vertical construction shall commence within 180 days. Vertical construction includes piling installation.
- (n) The substantial completion of the Project shall be no more than 30 months following commencement of vertical construction. As used in this Article, the term “substantial completion of the Project” shall mean the date that a certificate of occupancy for the Project is issued by the City of Pensacola.
- (o) The deadlines set forth in paragraphs (l) – (n) above shall be extended day-for-day if Owner is unable to achieve such deadline by reason of delays caused by a Force Majeure Event (hereinafter defined); provided that prior to the applicable deadline, Owner shall give Declarant written notice of the occurrence of the Force Majeure Event, including the full particulars of the Force Majeure Event and the reasons for the Force Majeure Event preventing Owner from, or delaying Owner in, achieving the applicable deadline and provided, further, that Owner shall use its reasonable efforts to mitigate the effect of the Force Majeure Event. “Force Majeure Event” is defined as an event or circumstance which is beyond the control and without the fault or negligence of Owner or Owner’s architects, engineers or contractors and which by the exercise of reasonable diligence the party affected was unable to prevent, which events and circumstances shall include, without limitation, the following: (i) financial upheaval, riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority; (ii) abnormal weather conditions, earthquakes, flood, tornado, hurricane, other physical natural disaster or other acts of God; (iii) labor or material shortages at regional or national levels, strikes at a national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by Owner, its



architects, engineers or general contractors and which affect an essential portion of the development or construction of the Project; (iv) material price increases in labor or materials (a material price increase is one which makes the project not economically feasible) ; and (v) an increase in the prime rate as reported in the Wall Street Journal, above seven percent (7.0%).

- (p) If Owner fails to meet any of the deadlines required by paragraphs (l) – (n) above, Owner shall pay Declarant liquidated damages in the amount of \$500.00 per day for each day elapsing after each missed deadline until the missed deadline is achieved up to a total sum of \$25,000.00 for each deadline missed; this provision is not intended as a penalty but as an incentive to the Owner to prosecute construction in a timely manner. Owner, and all subsequent owners with an ownership interest in the Property or any portion thereof or interest therein at any time that a deadline above is missed, shall be jointly and severally liable to the Declarant for the payment of such liquidated damages.

3. Article III. Article III of the Declaration is hereby stricken.

4. Ratification. Except as specifically set forth above, the Declaration is hereby ratified and confirmed. All terms and conditions of the Declaration and as previously amended shall continue to be of full force and effect.

*[End of text. Signature pages to follow.]*

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed the day and year first above written.

Witnesses:

COMMUNITY REDEVELOPMENT  
AGENCY OF THE CITY OF PENSACOLA,  
a public body, corporate and politic, of the  
State of Florida

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

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_ day of September 2022, by \_\_\_\_\_ as \_\_\_\_\_ of Community Redevelopment Agency of the City of Pensacola, a public body, corporate and politic, of the State of Florida.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_

\_\_\_\_ Personally Known  
OR  
\_\_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

IN WITNESS WHEREOF, Owner has caused this Amendment to be executed the day and year first above written.

Witnesses:

HAWKSHAW DEVELOPMENT GROUP,  
LLC, a Florida limited liability company

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

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

\_\_\_\_\_  
By: Robert Montgomery  
Its: Manager

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of September 2022, by Robert B. Montgomery, as Manager of Hawkshaw Development Group, LLC, a Florida limited liability company, on behalf of the company.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Personally Known  
OR  
\_\_\_\_\_  
Produced Identification  
Type of Identification Produced \_\_\_\_\_