



Meredith Reeves, Division Manager
Neighborhood Enterprise Division
Neighborhood & Human Services Department
Escambia County
221 Palafox Place, Suite 200
Pensacola, FL 32502
mareeves@myescambia.com
Phone: 850.595.0022 x 3

Transmittal Letter

Parcel Reference # 19-2S-31-3401-000-001

RE: New Life Estates - ESCAMBIA COUNTY, FLORIDA LOCAL GOVERNMENT AREA OF OPPORTUNITY APPLICATION FOR FUNDING

Dear Ms. Reeves,

Please find this transmittal letter in regard to New Life Estates' Local Government Area of Opportunity Application for RFA 2018-110, submitted on October 29, 2018. According to your email sent on Monday, November 5, 2018, we are not resubmitting our materials previously submitted; we are submitting the following new and supplemental information to be considered within the final scoring of our application, and correspondingly added to the public record.

1. Community Outreach – This is added to Attachment 8: Evidence of Community Outreach
 - We are including an Addendum to the application which summarizes and evidences community feedback. The Neighborhood Community Contact Form attached shows the list of comments from 23 community residents. Due to Hurricane Michael these residents were unable to appear in person to the community meeting held on October 10, 2018. Thereafter, New Life CDC was able to meet directly with residents so they may provide any comments, questions, support, or concerns regarding the development project. As you'll note, the community's response was very positive toward New Life Estates.

These considerations should be taken into account in the scoring sheets where there is a maximum of 10 total points which we received comments on regarding these matters and only received scores of 5 on three scoring sheets and 6 on one scoring sheet.



2. Revised Site Plan – This revised site plan replaces the site plan in Attachment 1: Preliminary Site Plan and Elevation
 - The revised site plan shows a modified legal description and site area providing for a 15 foot set back from any buildings throughout the site. It is overlaid on a survey of the site with the flood zone shown and clearly shows the separation between the site and the flood zone of 15 feet. The site plan was reviewed by Mr. Holmer, Mr. Jones, and Mr. Lemos whom agreed that it is now conforming and acceptable to be submitted to the County appraiser's office for an individual parcel reference number.
3. New Legal Description and Sketch – This legal sketch and legal description replaces the previous legal sketch and legal description submitted as the last two pages of Attachment 3: Pre-Application Development Review with written comments. This section below is also added to Appendix H: Ability to Proceed Narrative.
 - The new legal description was done by David Glaze, A local well known and respected Senior surveyor with Pittman Glaze Surveying company, based on the modified and "conforming" site boundary. The sketch which maps the legal description visually shows that the site is not in a flood zone. Additionally, this document has a flood certification from the surveyor which indisputably confirms that the Subject development site is not in a flood zone and is now conforming.

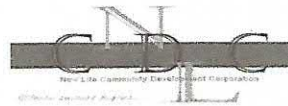
This section has a maximum of 5 total points which we received comments that the development was not conforming. This has now been corrected and the development is now conforming. We received only 3 points on one review, 3.75 points from another review and 4 points from two reviewers. The comments on each review decreased points due to the flood zone concern. This site now has the complete ability to proceed support and should receive maximum points in this section.

4. Parcel Split Application – This supplement is added to the end of Attachment 3: Pre-Application Development Review with written comments.
 - We have an approval of the site boundary from Planning and Zoning on that the site boundary is conforming. The split of site application was signed by the property's fee owner and submitted to Escambia County's Appraiser's office under the request of Mr. Jones and Mr. Holmer such that a parcel reference number which is 19-2S-31-3401-000-001 has been issued and a copy of the email confirmation from Escambia County's Property Appraiser is attached to this Transmittal Letter. The parcel split application is also attached which is signed by Horace Jones as Director of Development Services of Escambia County, John Clark as the owner and seller and marked as received by Susan Smith at the county Appraiser's office.
5. Revised Purchase Agreement – This purchase and sale agreement as amended and assigned replaces the entire contents of Attachment 4: Executed Evidence of Site Control.



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- The purchase and sale agreement was amended with the seller to accurately reflect the final legally described boundary parcel. The new legal description is reflected in Exhibit 1 of the Amendment.
6. Revised Property Management Experience – The following is added to the end of the second paragraph in Appendix B: Listing of affordable or workforce properties managed by property management team in Escambia or Santa Rosa Counties.
- The three (3) multifamily housing projects in Escambia County developed by Chris Shear were also managed upon completion of the developments. Please consider this local management experience in the scoring section for this category as well as increasing the weight of our experience managing properties of this type. Our expertise in managing affordable housing properties has brought us to many different counties in Central and Northern areas of Florida. Our scores were 5, 8 and 9 (twice) across the four reviewers out of 10 maximum points and we feel that our affordable housing management experience of thousands of multifamily units in Florida is being underweighted by one of the scoring sheets reviewed which only gave us 5 points for this category.
7. Revised Design Compatibility – The following is added to the end of Appendix C: Design Compatibility Narrative
- New Life Estates includes design features for safety of residents. One example of this is security cameras in the common areas. This is a standard design specification we include in all our affordable housing developments. There will also be several management staff on the premises during business hours.
 - In terms of environmental design, our submission details the environmental certification we will achieve which is the National Green Building Standard certification and/or the Florida Green Building Coalition to ensure we have the most efficient construction techniques, materials and design possible.
 - The development received feedback regarding design matters from the community which is provided as an attachment to this Transmittal Letter.

These considerations should be taken into account in the scoring sheets where there is a maximum of 15 total points which we received comments on regarding these matters and only received scores of 11 on one scoring sheet, 12 on two scoring sheets and 13 on one scoring sheet. These deficiencies noted have all been addressed. We appreciate your consideration.



8. Resident Program Offerings – The following is added to our resident programs in the Application Section 7.b.

- New Life Estates will also provide education and training programs, social community events, placement assistance and musical arts programs.

These additional resident program offerings should be considered in the scoring sheets where there is a maximum of 5 total points for this section which we received comments that the development exceeded the minimum requirements for FHFC. We received 4 points on one review and 5 points from three reviewers. This scoring item should award the development with 5 points by virtue of exceeding the minimum requirements of FHFC which New Life Estates committed to in the application and have now increased in this Section above. This scoring item does not specify a minimum number of excess programs.

9. Local Contractors – The following is added to Appendix D: Local Contractors

- New Life Estates plans to use local professional services. The Local Government Area of Opportunity application did not specify a minimum number of letters for professionals. Two letters were provided for local surveyor and engineering firms. We commit to working with local professionals as they are best suited for the work.

This section has a maximum of 5 total points which we received comments that two professionals were used. We received only 2 points on one review, 3 points from two reviewers and 4 points from one reviewer. This scoring item does not specify a minimum number of professional letters needed to satisfy the requirement of using local professionals. We commit to using local professionals. These are the best people to work with and always get the job done more quickly and efficiently.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dr. Darrak Scurles'.

Dr. Darrak Scurles
Executive Director
New Life CDC, Inc.

Addendum to Application
For a Local Government Contribution Supporting the Development of
9% Tax Credit Affordable Housing (RFA 2018 – 110)

SUMMARY AND EVIDENCE OF COMMUNITY FEEDBACK

Submitted to Escambia County on Behalf of New Life Estates
By New Life CDC, Inc.

November 13, 2018

As follow up to its community meeting held on October 10, 2018, New Life CDC, Inc. carried out door-to-door visits to neighbors living within a radius of 2,500 sf of the property designated for the development of New Life Estates, from November 5 – 12, 2018. The purpose was to directly introduce New Life Estates to persons living in the vicinity of the subject property, and to ask for their questions and feedback, both positive and negative.

Dr. Darrak Scurles personally spoke to 23 individuals at their homes, and provided a site map and project description. He discussed with each individual the details of the project – including its proposed size, intended residents, location, sponsoring local organization, and amenities. Each individual was requested to offer his or her comments, questions and concerns in response to this information. Each individual was also requested to sign a community information sheet with his/her name and address. At the conclusion of each conversation, summary comments were also requested in writing from each person visited. The sign-in sheets and written comments are attached to this Summary Page.

Here are our key take-aways from the home visits. Residents:

1. Expressed interest in accessing the services to be provided by the planned Community Center – especially a fitness center, recreation facilities, child-care services, health and wellness services, and education/computer lab.
2. Residents expressed concern about the potential risk of increased flooding in and around the project site resulting from seasonal rainy weather. They requested mitigation measures from the project to appropriately prevent and reduce the potential off-site flood risk.
3. Residents saw the project as meeting a need in the community for more housing for working families, recreational and educational services for youth, and new growth that adds value/amenities that will benefit the surrounding community as well as the new residents.

Any questions or requests for more information about the interviews cited above should be directed to Dr. Darrak Scurles, Executive Director, New Life CDC, Inc. Refer to the contact information provided for Dr. Scurles on the Project Application Form.

Neighborhood Community Contact Form

Regarding New Life Estates

8594 US HY 98 West

Pensacola, FL 32506

ORIGINAL MEETING OCTOBER 10, 2018

NAME	ADDRESS	SIGNATURE
Gylan Lawrence	8100 Hwy 98 ^{Apt 503} Pensacola FL	Gylan L. Lawrence
Heather Phillips	8904 Forest Oak Road	Heather Phillips
Jim Dunlap	8908 Forest Oak Dr	Jim Dunlap
Roxie Robertson	8918 Forest Oak Dr	Roxie Robertson
Joseph Tillman	8923 Forest Oak Dr	Joseph Tillman
Devin's Stephens	8927 Forest Oak Dr	Devin's Stephens
MIKALA HAWKINS	8931 FOREST OAK DR	Mikala Hawkins
Devin Lewis	504 ASHWOOD LN	Devin Lewis
Jason Rosales	505 Ashwood Lane	Jason Rosales
John Entinger	501 Ashwood Lane	John Entinger
Peyden Zelenka	504 Ashwood Lane	Peyden Zelenka
MICHAEL UDOTHAN	508 ASHWOOD LN	Michael Udothan
Kevin Pittman	501 Wood Crest Way	Kevin Pittman
Erik VanGrowski	501 Wood Crest Way	Erik VanGrowski

Neighborhood Community Contact Form

Regarding New Life Estates

8594 US HY 98 West

Pensacola, FL 32506

ORIGINAL MEETING OCTOBER 10, 2018

Tomika McAnun	500 Wood Crest Way ³²⁵⁰⁶	Tomika McAnun
S. L. STEELE	588 Wood Crest Way Pensacola FL 32506	Steele
Joel Everett	9050 West Hwy 98 Apt 3	Joel Everett
Ivory McAlpine	9050 W Hwy 98 Apt. 2	Ivory N. McAlpine
Chris Hammett	9050 W Hwy 98	Chris Hammett
Jeff English	9050 W Hwy 98	Jeff English
U. Allison	9050 W Hwy 98 #29	U. Allison
Antoine Bolden	8108 CAMELFORD, DR	Antoine Bolden
Deborah Bolden	8108 CAMELFORD DR	Deborah Bolden

① Community Comments

- Heather Phillips Very Positive, Likes fitness center AND child CARE for community
- Dunkley good Project.
- Royce Robertson Very great Project loves Community Daycare has kids
- Joseph Tillman Like Recreation center
- Dennis Hyphans SAYS very much needed in our community. likes fitness center.
- Mikala Hawkins Thinks it's A wonderful Project Much needed.
- Delvin Lewis It's A great Idea.
- Jason Rosales Seems Like A good idea.
- John Entinger Something needs to be done glad to see Project has full support.
- Payton Zelenka Likes Project AND supports it.
- Michael Udothan. Good for kids to stay out of trouble Get OFF Streets
- Kevin Pittman Much need, Housing A Big deal
Good Community Growth

②

Community Comments

- S.C. Steele Looking forward to Community Center, Health & Wellness benefits fitness center
- U Allison Very good for Community
Make sure you handle
Any Flooding issues
otherwise great Project
- A. Borden A wonderful vision, NEEDED WITHIN
The Community. I FULLY SUPPORT THIS PLAN.

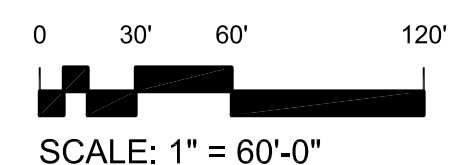
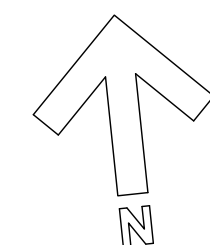
③

- Kevin Pittman Great opportunity Bring more
Resources to this community
fitness center Very good
- Erik No thoughts or concerns,
- Tameka Would Be for it, good idea
No Flooding that's very good
- Michelle Eaton. Good Project because we will
Ivory McAlpine. have library & Computer Lab

Site Plan Details:

- Existing Buildings:** Fellowship Hall (Existing), Chapel (Existing), New Life CDC Community Center (Existing), Building 5 (New 1-story Clubhouse).
- Proposed Buildings:** Building 1 (New 3-story Apartments), Building 2 (New 3-story Apartments), Building 3 (New 3-story Apartments), Building 4 (New 3-story Apartments).
- Parking:** Existing asphalt parking, proposed asphalt parking.
- Other Features:** Existing retention pond, existing swale, flood zones (Flood Zone A, Flood Zone X), site boundary, setbacks.

SD-101





A LEGAL DESCRIPTION AND
SKETCH OF A PORTION OF
SECTION 19, T-2-S, R-31-W

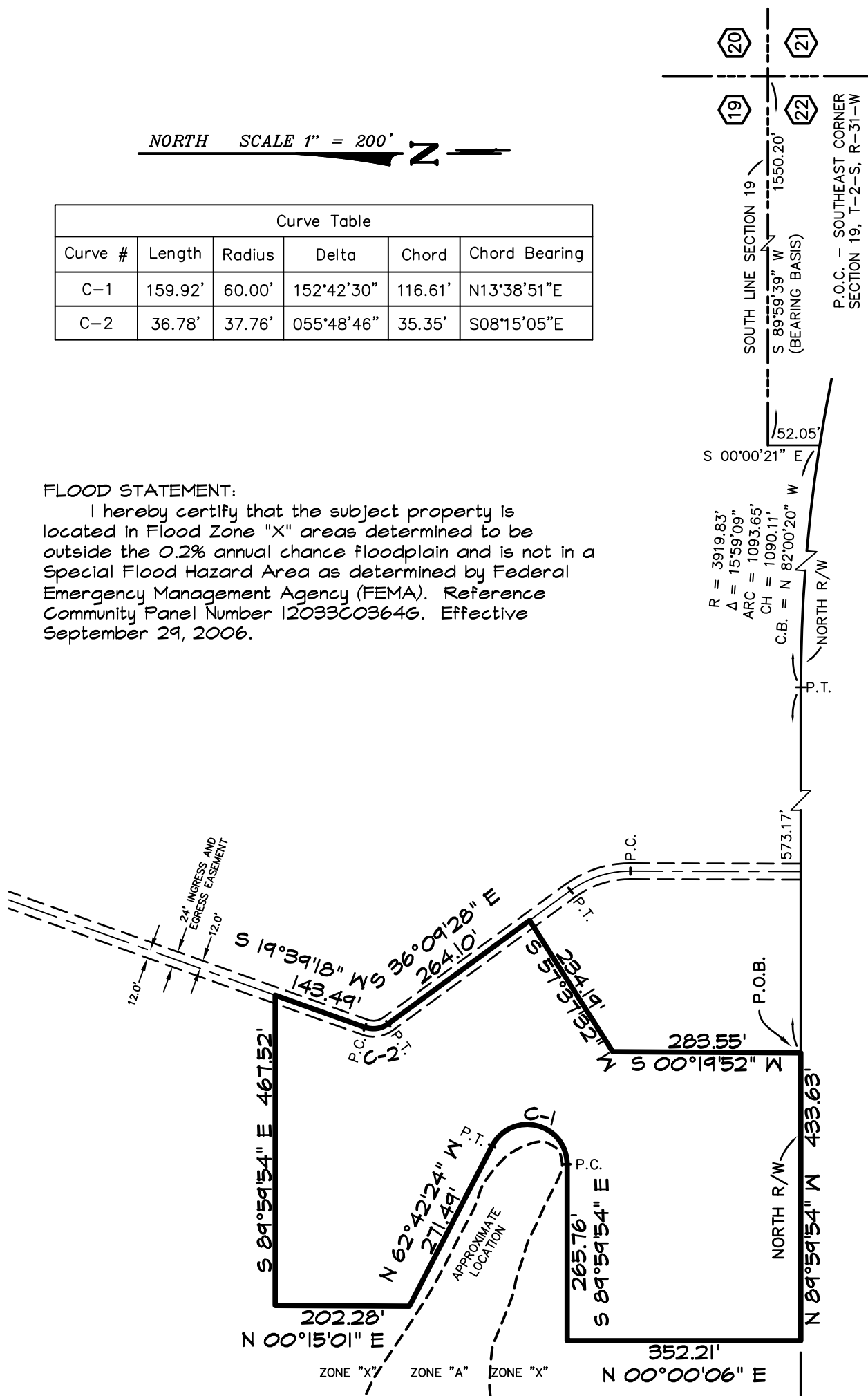
NORTH *SCALE 1" = 200'*



Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C-1	159.92'	60.00'	152°42'30"	116.61'	N13°38'51"E
C-2	36.78'	37.76'	055°48'46"	35.35'	S08°15'05"E

FLOOD STATEMENT:

I hereby certify that the subject property is located in Flood Zone "X" areas determined to be outside the 0.2% annual chance floodplain and is not in a Special Flood Hazard Area as determined by Federal Emergency Management Agency (FEMA). Reference Community Panel Number 12033C0364G. Effective September 29, 2006.



STATE ROAD #298B U.S. HIGHWAY #98
200' R/W ~ PUBLIC

Source of Information: TAX MAPS; PUBLIC RECORDS; FURNISHED PLANS; SURVEYS BY THIS FIRM
Measurements made in accordance to United States Standards. This survey is valid only if it contains the original seal and original signature of the signing surveyor.

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes. **LB No. 7073**

LB No. 7073

File No. A-15190 Drawn By _____
Job No. 38011-18 Checked By _____
Scale 1" = 200' Elevation Reference _____
Date of Survey _____ FB _____ PG _____
Date of Plat 9-25-2018 FB _____ PG _____
Date of Revision 11-12-2018
Ordered By JORDAN FINKELMAN
Encroachments _____

Bearing Reference NORTH BASED ON THE SOUTH
LINE OF SECTION 19 AS S 89°59'39" W

David D. Glaze
PSM #5605

Walter J. Glaze
☐ PSM #6190



SHEET 1 OF 2



A LEGAL DESCRIPTION AND
SKETCH OF A PORTION OF
SECTION 19, T-2-S, R-31-W

LEGEND:

R/W Right of way
P.O.B. Point of beginning
P.O.C. Point of commencement
P.C.C. Point of compound curvature
P.R.C. Point of reverse curvature
P.C. Point of curvature
P.T. Point of tangency

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This sketch does not reflect or determine ownership.
4. This property may be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.
5. NOT A BOUNDARY SURVEY.

LEGAL DESCRIPTION:

Commence at the southeast corner of Section 19, Township 2 South, Range 31 West, Escambia County, Florida; thence South 89 degrees 59'39" West along the south line of said Section 19 for a distance of 1550.20 feet; thence South 00 degrees 00'21" East for a distance of 52.05 feet to the north right of way line of U.S. Highway #98 (State Road #298B, 200' R/W), said point begin on a circular curve concave to the southwest, having a radius of 3919.83 feet and delta angle of 15 degrees 59'09"; thence Northwesterly (this course and the next two courses along said north right of way) along said curve for an arc distance of 1093.65 feet (chord distance of 1090.11 feet, chord bearing of North 82 degrees 00'20" West) to the point of tangency; thence North 89 degrees 59'54" West for a distance of 573.17 feet for the point of beginning.

Thence continue North 89 degrees 59'54" West for a distance of 433.63 feet; thence North 00 degrees 00'06" East for a distance of 352.21 feet; thence South 89 degrees 59'54" East for a distance of 265.76 feet to the point of curvature of a circular curve concave to the northwest, having a radius of 60.00 feet and delta angle of 152 degrees 42'30"; thence Northeasterly along said curve for an arc distance of 159.92 feet (chord bearing of North 13 degrees 38'51" E, chord distance of 116.61 feet to the point of tangency; thence North 62 degrees 42'24" West for a distance of 271.49 feet; thence North 00 degrees 15'01" East for a distance of 202.28 feet; thence South 89 degrees 59'54" East for a distance of 467.52 feet to the centerline of a 24' ingress-egress easement; thence South 19 degrees 39'18" West (this course and the next two courses along said centerline) for a distance of 143.49 feet to the point of curvature of a circular curve concave to the northeast, having a radius of 37.76 feet, and delta angle of 55 degrees 48'46"; thence Southeasterly along said curve for an arc distance of 36.78 feet (chord bearing of South 08 degrees 15'05" East, chord distance of 35.35 feet) to the point of tangency; thence South 36 degrees 09'28" East for a distance of 264.10 feet; thence South 57 degrees 37'32" West for a distance of 234.19 feet; thence South 00 degrees 19'52" West for a distance of 283.55 feet to the point of beginning.

All lying and being in Section 19, Township 2 South, Range 31 West, Escambia County, Florida. Containing 7.45 acres, more or less.

Source of Information: TAX MAPS; PUBLIC RECORDS; FURNISHED PLANS; SURVEYS BY THIS FIRM
Measurements made in accordance to United States Standards. This survey is valid only if it contains the original seal and original signature of the signing surveyor.

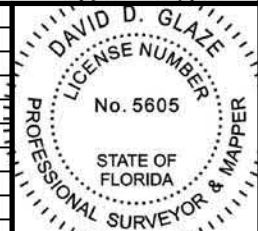
I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes. **LB No. 7078**

David D. Glaze
PSM #5605

Walter J. Glaze
PSM #6190

File No. A-15190 Drawn By PMJ
Job No. 38011-18 Checked By DDG
Scale N.A. Elevation Reference _____
Date of Survey FB PG
Date of Plat 9-25-2018 FB PG
Date of Revision 11-12-2018
Ordered By JORDAN FINKELMAN
Encroachments _____

Bearing Reference NORTH BASED ON THE SOUTH
LINE OF SECTION 19 AS S 89°59'39" W



SHEET **2** OF **2**

Jordan Finkelman

From: Dscurles <dscurles@gmail.com>
Sent: Wednesday, November 14, 2018 2:50 PM
To: Jordan Finkelman; grantdpower@gmail.com; Chris Shear
Subject: Fwd: Split Request

Here is our number.

Sent from my iPad

Begin forwarded message:

From: Susan Smith <ssmith@escpa.org>
Date: November 14, 2018 at 1:16:17 PM CST
To: Dscurles <dscurles@gmail.com>
Subject: RE: Split Request

Good afternoon Dr. Scurles,

It was my pleasure meeting you yesterday. The new parcel numbers for the split out property is:

Account # 09-4051-007 and Reference # 19-2S-31-3401-000-001

Do not hesitate to call if you need anything.

Respectfully,

Susan P. Smith, CFE
Director of Administrative Services
Escambia County Property Appraiser
Phone: (850) 434-2735
Fax: (850) 434-2162

-----Original Message-----

From: Dscurles [<mailto:dscurles@gmail.com>]
Sent: Wednesday, November 14, 2018 11:29 AM
To: Susan Smith <ssmith@escpa.org>; dscurles@gmail.com
Subject: Split Request

Good morning Ms. Smith,

It was such a pleasure to meet you yesterday. Thank you for helping us with this process. I was checking in to see if you have assigned the Parcel Reference Number? Please respond when you have a moment. Again, so nice to work with you.

Thank you,

Dr. Darrak Scurles
Executive Director



Chris Jones, CFA

Escambia County Property Appraiser

Office Phone: (850) 434-2735

Website: <http://www.escpa.org>

ECPA: Revised 11/2016

Effective for

Roll Year: 2019

Received by:

Sam Smith

Date: 11-13-18

Downtown Office

221 Palafox Place, Suite 300

Pensacola, FL 32502

Deeds Fax: (850) 434-2162

Molino Office

6440 Hwy 95-A, Suite B

Molino, FL 32577

Fax: (850) 587-3290

General Instructions for Combination and Split Requests

Prior legal approval from the appropriate zoning/planning/community development agency in your jurisdiction is required. Your Escambia County Property Appraiser's Office does not issue determinations regarding the legality of split requests and will not advise owners on such matters

The Property Appraiser's Office strives to maintain excellence in customer service satisfaction and strives to prevent adverse affects that can occur once a Combination or Split Request is processed. All applicants should review the requirements prior to submitting such a request.

- Only one request per year is permitted for any property included in a Combination or Split Request.
- The deadline to submit a Combination or Split Request is June 1st of the current year.
- List all current parcel number(s) under the column titled Parcel Number.
- Split Requests require you to submit a survey with a legal description which clearly defines the new property boundaries at the time of the request. This office will not create or draft property descriptions.
- Combination Requests do not require a survey, sketch or legal description. However, such documents are always beneficial and appreciated. Combination Requests are required to meet the following criteria:
 - All parcels must be titled in the same name(s) as of January 1st of the requesting year.
 - All parcels must lie in the same jurisdictional boundary, i.e., city or county limits.
 - All parcels must be contiguous.
 - This office may request a Homestead Affidavit be filed if the parcel(s) has two or more dwellings/living units. Our Office reserves the right to inspect and investigate the premises to confirm its status.
 - If one parcel is currently receiving the benefit of a homestead or institutional exemption, the property owner(s) must file a new exemption application to add new lands to the original parcel.
 - The first year in which the legal descriptions are "combined" shall constitute the base year for the new lands and any cap protection from prior years will reset at full market value.
 - Forms must be signed by the current owner(s). Forms signed by "prospective buyers" will not be processed.
- You may mail or personally deliver the completed form and its attachments to the Downtown or Molino Office. You may schedule an appointment with a Mapping Department staff member by calling the office.

Requests will be processed from April 1st through June 1st of the effective year. The processing time should not hinder the sale of a parcel. You may use the fully executed form to provide information for permitting, closings, etc. This office will review and pre-issue a new parcel number(s) as quickly as possible. Questions regarding applications submitted to the Downtown Office should be directed to Debby Cooper, ext. 123. Questions regarding applications submitted to the Molino Office should be directed to Lisa Arredondo, ext. 203.

The Property Appraiser's Office makes neither representations nor guarantees of the usability of a parcel once a Combination or Split request is complete. Property owner(s) should contact any lenders or mortgagors to verify the request is permitted by the lien holder.

Should you have any questions or concerns, please contact our Office at (850) 434-2735.

"Our mission is to place the public first while providing prompt, efficient service in a friendly, professional manner."

Roll Year: 2019

Page 1 of 4

Date Received 11/13/18

Received by: Susan Smith

Total Number of Pages: _____
(including required attachments)



Chris Jones, CFA
Escambia County Property Appraiser
221 Palafox Place, Suite 300
Pensacola, FL 32502
Phone (850) 434-2735 • Fax (850) 435-9526
Website: <http://www.escpa.org>

IMPORTANT NOTICE

Pursuant to Florida Statute 197.192, the Property Appraiser's Office will not split or combine parcels until all taxes due have been paid to the Tax Collector's Office.

It should be noted that a Combination or Split request processed by the Property Appraiser's Office is for taxing purposes only and does not imply legality of the land division being requested, nor the legality for such parcel(s) to be conveyed via land title, nor the suitability for such parcel(s) to be developed. Applicants should contact the appropriate land development, zoning and planning agency within your jurisdiction for questions concerning current and future property development regulations.

EXEMPT and NON-EXEMPT PROPERTIES AFFECTED BY ASSESSMENT LIMITATION

[Note: If this section is not completed, the request will not be processed.]

I or We, understand that combining or splitting property may affect the property's capped value resulting in an increase in my/our property taxes.

If I or We desire to reverse the process in the future, the "cap value" will not be restored to its former value.

I or We, understand that combining additional lands to a parcel that is currently benefiting from a homestead or an institutional exemption will not decrease parcel value. The existing "cap" will remain on the parcel with the original exemption. According to Florida Statutes, the newly added parcel's cap will reset at full market value. This will result in taxes based on full market value.

I or We acknowledge that I/we have read the foregoing cautionary message and do hereby acknowledge I/we understand the requirements and consequences of this request by initialing and printing my/our names as designated below:

MS
Initials

JOHN RICHARD CLARK
Printed Name of Owner

Initials

Printed Name of Owner

Initials

Printed Name of Owner

Initials

Printed Name of Owner



Chris Jones, CFA
Escambia County Property Appraiser
221 Palafox Place, Suite 300
Pensacola, FL 32502
Phone (850) 434-2735 • Fax (850) 435-9526
Website: <http://www.escpa.org>

ECPA: Revised 11/2016

Roll Year: _____

Page 2 of 4

Parcel Split-Out and Combination Request

Owner Name(s): R+C. CLARK LLC.

Combination Request

Parcel Status	Exempt	Code	Parcel Number	Folio Number
<input type="radio"/> Vac <input type="radio"/> Imp	Yes / No	_____	_____	_____
<input type="radio"/> Vac <input type="radio"/> Imp	Yes / No	_____	_____	_____
<input type="radio"/> Vac <input type="radio"/> Imp	Yes / No	_____	_____	_____

Split-Out Request

Parcel Status	Survey/Legal Included	Parent Parcel Number	Folio Number
<input type="radio"/> Vac <input type="radio"/> Imp	<input checked="" type="radio"/> Yes / No	<u>1925313401000000</u>	<u>09-4051-006</u>

New Parcel Identification Number (issued by the Mapping Department): _____

Parcel Status	Survey/Legal Included	Parent Parcel Number	Folio Number
<input type="radio"/> Vac <input type="radio"/> Imp	Yes / No	_____	_____

New Parcel Identification Number (issued by the Mapping Department): _____

Notes:



Chris Jones, CFA
Escambia County Property Appraiser
221 Palafox Place, Suite 300
Pensacola, FL 32502
Phone (850) 434-2735 • Fax (850) 435-9526
Website: <http://www.escpa.org>

ECPA: Revised 11/2016

Roll Year: _____

Page 3 of 4

PROPERTY APPRAISER TO BE HELD HARMLESS

[Note: If this section is not completed by all owners, the request will not be processed.]

It is the responsibility of the owner(s) to ensure that any and all tax amounts, prior and current, on any parcels involved in a combination or split request are paid in full to the Tax Collector. This agency is not responsible for any delinquent taxes, penalties, interest or fees which can occur and accrue due to negligence on the part of the property owner(s) or other interested parties involved with the said request.

Furthermore, if the property is encumbered by a mortgage or lien, it is the owner's responsibility to seek approval from the mortgagor or lien holder prior to submitting any changes to the property involving a split or combination request.

By all owner(s) signing below, I/we acknowledge I/we have read and understand all the aforementioned guidelines, potential consequences and requirements and have availed ourselves of the opportunity to seek clarification and obtain additional information or counsel prior to this action being taken.

Owner: John Richard Clark
Signature

J.R. CLARK
Print Name

850 836 1252 11/13/18
Daytime Phone Date

Owner: _____
Signature

Print Name

Daytime Phone

Date

Owner: _____
Signature

Print Name

Daytime Phone

Date

Owner: _____
Signature

Print Name

Daytime Phone

Date

"Our mission is to place the public first while providing prompt, efficient service in a friendly, professional manner."



Chris Jones, CFA
Escambia County Property Appraiser
221 Palafox Place, Suite 300
Pensacola, FL 32502
Phone (850) 434-2735 • Fax (850) 435-9526
Website: <http://www.escpa.org>

ECPA: Revised 11/2016

Roll Year: _____

Page 4 of 4

Zoning Review

[Note: If this section is not completed by the appropriate agency, the request will not be processed.]

As an agent of the appropriate jurisdictional agency where the parcel(s) exist in Escambia County Florida, I have reviewed this request from the parcel owner(s) and made the following determination:

- ☒ The Split Request is consistent (with current zoning) for the affected parcel(s).
- ☐ The Split Request is not consistent with current zoning for affected parcels for the following reason(s):
- * The split request complies with the LDC only. for split of a lot of record.

- ☐ The Combination Request is consistent with current zoning for the affected parcel(s).
- ☐ The Combination Request is not consistent with current zoning for the affected parcels for the following reason(s):

The information provided in this section does not constitute review or approval of any development or the confirmation of any development or land use rights for the affected parcels. Additional information on these issues may be obtained by contacting the County or City planning agencies at the addresses and telephone numbers below.

☒ **Escambia County Planning and Zoning**

3363 West Park Place
(850) 595-3475

☐ **City of Pensacola Planning Division**

222 West Main Street, 5th Floor, City Hall
(850) 435-1670

Agent: _____

Horace L. Jones
Signature

H. Jones
Print Name

Title: Director

Date: 11-13-18

Phone: _____

Email Address



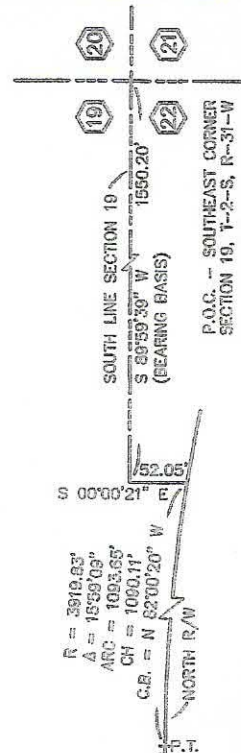
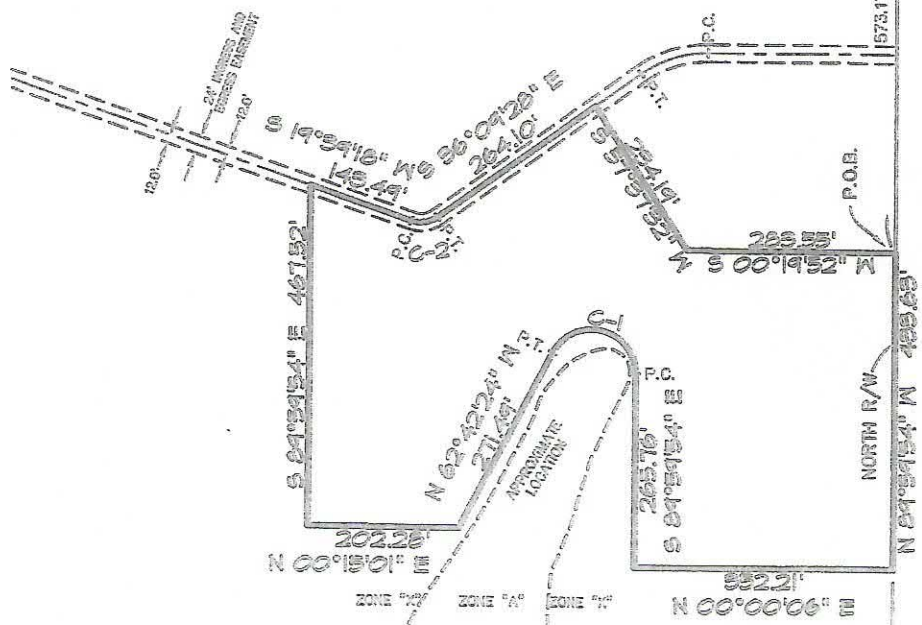
A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 19, T-2-S, R-31-W

NORTH SCALE 1" = 200' **N**

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C-1	159.92'	60.00'	152°42'30"	116.61'	N13°38'51"E
C-2	36.78'	37.76'	055°48'46"	35.35'	S08°15'05"E

FLOOD STATEMENT:

I hereby certify that the subject property is located in Flood Zone "X" areas determined to be outside the 0.2% annual chance floodplain and is not in a Special Flood Hazard Area as determined by Federal Emergency Management Agency (FEMA). Reference Community Panel Number 12059C05646. Effective September 24, 2006.



P.O.C. - SOUTHEAST CORNER
SECTION 19, T-2-S, R-31-W

STATE ROAD #298B U.S. HIGHWAY #98
200' R/W ~ PUBLIC

Source of information: TAX MAPS, PUBLIC RECORDS, FURNISHED PLANS, SURVEYS BY THIS FIRM
Measurements made in accordance to United States Standards. This survey is valid only if it contains the original seal and original signature of the signing surveyor.

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 6J-17.050, 6J-17.051 and 6J-17.052, pursuant to Section 472.027 Florida Statutes. **LS No. 7078**

File No. **2-15122** Drawn By **PG**
Job No. **8921-18** Checked By **PG**
Scale **1" = 200'** Elevation Reference
Date of Survey **FB** PG
Date of Plat **5-22-2010 FB** PG
Date of Revision **11-12-2010**
Ordered By **JORDAN FINKELMAN**
Encroachments





**A LEGAL DESCRIPTION AND
SKETCH OF A PORTION OF
SECTION 19, T-2-S, R-31-W**

LEGEND:

R/W Right of way
P.O.B. Point of beginning
P.O.C. Point of commencement
P.C.C. Point of compound curvature
P.R.C. Point of reverse curvature
P.C. Point of curvature
P.T. Point of tangency

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This sketch does not reflect or determine ownership.
4. This property may be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.
5. NOT A BOUNDARY SURVEY.

LEGAL DESCRIPTION:

Commence at the southeast corner of Section 19, Township 2 South, Range 31 West, Escambia County, Florida; thence South 89 degrees 59'39" West along the south line of said Section 19 for a distance of 1550.20 feet; thence South 00 degrees 00'21" East for a distance of 52.05 feet to the north right of way line of U.S. Highway #98 (State Road #298B, 200' R/W), said point begin on a circular curve concave to the southwest, having a radius of 3919.83 feet and delta angle of 15 degrees 59'09"; thence Northwesterly (this course and the next two courses along said north right of way) along said curve for an arc distance of 1093.65 feet (chord distance of 1090.11 feet, chord bearing of North 82 degrees 00'20" West) to the point of tangency; thence North 89 degrees 59'54" West for a distance of 573.17 feet for the point of beginning.

Thence continue North 89 degrees 59'54" West for a distance of 433.63 feet; thence North 00 degrees 00'06" East for a distance of 352.21 feet; thence South 89 degrees 59'54" East for a distance of 265.76 feet to the point of curvature of a circular curve concave to the northwest, having a radius of 60.00 feet and delta angle of 152 degrees 42'30"; thence Northeasterly along said curve for an arc distance of 159.92 feet (chord bearing of North 13 degrees 38'51" E, chord distance of 116.61 feet to the point of tangency; thence North 62 degrees 42'24" West for a distance of 271.49 feet; thence North 00 degrees 15'01" East for a distance of 202.28 feet; thence South 89 degrees 59'54" East for a distance of 467.52 feet to the centerline of a 24' ingress-egress easement; thence South 19 degrees 39'18" West (this course and the next two courses along said centerline) for a distance of 143.49 feet to the point of curvature of a circular curve concave to the northeast, having a radius of 37.76 feet, and delta angle of 55 degrees 48'46"; thence Southeasterly along said curve for an arc distance of 36.78 feet (chord bearing of South 08 degrees 15'05" East, chord distance of 35.35 feet) to the point of tangency; thence South 36 degrees 09'28" East for a distance of 264.10 feet; thence South 57 degrees 37'32" West for a distance of 234.19 feet; thence South 00 degrees 19'52" West for a distance of 283.55 feet to the point of beginning.

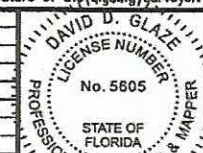
All lying and being in Section 19, Township 2 South, Range 31 West, Escambia County, Florida. Containing 7.45 acres, more or less.

Source of Information: TAX MAPS; PUBLIC RECORDS; FURNISHED PLANS; SURVEYS BY THIS FIRM

Measurements made in accordance to United States Standards. This survey is valid only if it contains the original seal and original signature of the signing surveyor.

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes. **LB No. 7073**

File No.	A-15190	Drawn By	FMJ
Job No.	88011-18	Checked By	DDG
Scale	NA	Elevation Reference	
Date of Survey	FB	PG	
Date of Plat	4-25-2018	FB	PG
Date of Revision	11-12-2018		
Ordered By	JORDAN FINKELMAN		
Encroachments			



Handwritten signature: D. D. Glaze

SE 1/4 OF SW 1/4 & SW 1/4
OF SEC 1/4
LESS N 33 FT FOR COUNTY RD
R/W LESS OR 155 P 298 STATE
RD NO 298B R/W LESS OR 2783
P 510 SMITH
LESS OR 3614 P 331 GLOBE
MISSIONARY EVANGELISM INC
ALSO BEG AT NE COR OF SEC
N 89 DEG 07 MIN 24 SEC W
ALG N LI OF SEC 1550 20/100
FT FOR POB S 0 DEG 52 MIN
36 SEC W 51 88/100 FT TO
NLY R/W OF US HWY 98 (SR
298-B 200 FT R/W) NWLY ALG
SD R/W (SD R/W LI BEING
NON-TANGENT CIRCULAR CURVE
CONCAVE TO SW RADIUS 3919
83/100 FT CHORD BEARING N
74 DEG 38 MIN 27 SEC W) ARC
DIST 207 47/100 FT TO N LI
OF SEC S 89 DEG 07 MIN 24
SEC E 200 87/100 FT TO POB
OR 4440 P 115
LESS OR 5794 P 1516 TEEN
CHALLENGE OF FLORIDA INC

ASSIGNMENT OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS, that HOUSING TRUST GROUP, LLC, a Florida limited liability company ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign to NEW LIFE ESTATES FAMILY, LLC, a Florida limited liability company ("Assignee"), all of its right, title and interest, as buyer, under that certain Agreement for Purchase and Sale, as amended, for the purchase from R & C CLARK, LLC, a Florida limited liability company, as seller, effective October 26, 2018 of the property described in Exhibit "A" attached thereto, including, without limitation, all deposits thereunder and all rights to interest accrued thereon, along with any and all forms and approvals related to or in connection with the development of the Property. Assignor hereby directs the seller to deed the property to NEW LIFE ESTATES FAMILY, LLC, a Florida limited liability company.

Assignee hereby accepts the assignment described above and assumes and undertakes to pay, perform and discharge each and every one of the obligations of the Assignor under the Agreement for Purchase and Sale.

This Assignment shall bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns and shall be governed by the laws of the State of Florida. The parties hereto agree to execute and deliver, or cause to be executed and delivered, such further instruments or documents and take such other actions as may be required to carry out effectively the transactions contemplated herein. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

TO HAVE AND TO HOLD the same unto the said Assignee, his successors and assigns forever.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 13 day of November, 2018.

ASSIGNOR:
HOUSING TRUST GROUP, LLC,
a Florida limited liability company

By: _____


Matthew Rieger, Manager

ASSIGNEE:
NEW LIFE ESTATES FAMILY, LLC,
a Florida limited liability company

By: _____


Matthew Rieger, Manager

**FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

This First Amendment to Agreement ("Amendment") is made as of November 13, 2018, by and between Housing Trust Group, LLC, a Florida limited liability company ("Buyer") and R & C Clark, LLC, a Florida limited liability company ("Seller").

WHEREAS, Housing Trust Group, LLC, a Florida limited liability company ("HTG") and Seller, entered into that certain Agreement for Purchase and Sale effective October 26, 2018) (the "Agreement") concerning the purchase and sale of approximately 7.90 acres in Escambia County, Florida, as more particularly described in the Agreement (the "Property"); and

WHEREAS, wishes to amend the legal description of the Property.

NOW THEREFORE, for good and sufficient mutual consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, it is agreed to by Seller and Buyer as follows:

1. The Agreement remains in full force and effect and remains unmodified except as expressly amended hereby.
2. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control. Any capitalized terms not defined in this Amendment shall have the meaning as set forth in the Agreement.
3. Exhibit "A" to the Agreement shall be replaced by Exhibit "1" attached hereto and made part hereof
4. "Background" Section, The following phrase in the first sentence "7.90 acres" shall be replaced by "7.45 acres".
5. Seller and Buyer represent and warrant to each other that no default has occurred and is continuing as of the date of this Amendment.
6. This Amendment may be executed in counterparts, each of which shall be deemed an original document, but all of which will constitute one single document. A facsimile or email copy of this Amendment and any signatures thereof shall be considered for all purposes as originals.

[SIGNATURES BEGIN ON THE NEXT PAGE]

IN WITNESS WHEREOF, each of the parties below has executed this document.

BUYER:

HOUSING TRUST GROUP, LLC,
a Florida limited liability company

By: 

Matthew Rieger, Manager

Date: November 13, 2018

SELLER:

R & C Clark, LLC,
a Florida limited liability company

By: 

Name: John R. Clark

Title: Manager

Date: 11/13/18, 2018

Exhibit 1

Commence at the southeast corner of Section 19, Township 2 South, Range 31 West, Escambia County, Florida; thence South 89 degrees 59'39" West along the south line of said Section 19 for a distance of 1550.20 feet; thence South 00 degrees 00'21" East for a distance of 52.05 feet to the north right of way line of U.S. Highway #98 (State Road #298B, 200' R/W), said point begin on a circular curve concave to the southwest, having a radius of 3919.83 feet and delta angle of 15 degrees 59'09"; thence Northwesterly (this course and the next two courses along said north right of way) along said curve for an arc distance of 1093.65 feet (chord distance of 1090.11 feet, chord bearing of North 82 degrees 00'20" West) to the point of tangency; thence North 89 degrees 59'54" West for a distance of 573.17 feet for the point of beginning.

Thence continue North 89 degrees 59'54" West for a distance of 433.63 feet; thence North 00 degrees 00'06" East for a distance of 352.21 feet; thence South 89 degrees 59'54" East for a distance of 265.76 feet to the point of curvature of a circular curve concave to the northwest, having a radius of 60.00 feet and delta angle of 152 degrees 42'30"; thence Northeasterly along said curve for an arc distance of 159.92 feet (chord bearing of North 13 degrees 38'51" E, chord distance of 116.61 feet to the point of tangency; thence North 62 degrees 42'24" West for a distance of 271.49 feet; thence North 00 degrees 15'01" East for a distance of 202.28 feet; thence South 89 degrees 59'54" East for a distance of 467.52 feet to the centerline of a 24' ingress-egress easement; thence South 19 degrees 39'18" West (this course and the next two courses along said centerline) for a distance of 143.49 feet to the point of curvature of a circular curve concave to the northeast, having a radius of 37.76 feet, and delta angle of 55 degrees 48'46"; thence Southeasterly along said curve for an arc distance of 36.78 feet (chord bearing of South 08 degrees 15'05" East, chord distance of 35.35 feet) to the point of tangency; thence South 36 degrees 09'28" East for a distance of 264.10 feet; thence South 57 degrees 37'32" West for a distance of 234.19 feet; thence South 00 degrees 19'52" West for a distance of 283.55 feet to the point of beginning.

All lying and being in Section 19, Township 2 South, Range 31 West, Escambia County, Florida. Containing 7.45 acres, more or less.

AGREEMENT FOR PURCHASE AND SALE

This AGREEMENT FOR PURCHASE AND SALE (this "Agreement") is entered into by R & C CLARK LLC, a Florida limited liability company (referred to herein as the "Seller") and HOUSING TRUST GROUP, LLC, a Florida limited liability company ("Buyer").

BACKGROUND:

Seller is currently the owner of approximately 7.90 acres of land in Escambia County, Florida, which is more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"). The parties to this Agreement have agreed to the sale and purchase of the Property on the terms and conditions which are set forth in this Agreement.

AGREEMENT:

1. **Purchase and Sale.** Subject to all of the terms and conditions of this Agreement, Seller will sell to Buyer and Buyer will purchase from Seller the Property, together with all appurtenances, rights, easements and rights of way incident thereto.
2. **Purchase Price.** The purchase price to be paid by Buyer to Seller for the Property is One Million Six Hundred Fifty Thousand and no/00 Dollars (\$1,650,000.00) (the "Purchase Price").
 - (a) **Deposits.**
 - (i) **First:** Within five (5) business days of the Effective Date (as defined herein), Buyer shall deposit with Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., as escrow agent ("Escrow Agent"), the sum of Twenty Thousand and no/00 Dollars (\$20,000.00) (the "First Deposit").
 - (ii) **Second:** Assuming Buyer has not otherwise terminated this Agreement, Buyer shall deposit the sum of Thirty Thousand and no/00 Dollars (\$30,000.00) ("Second Deposit") with Escrow Agent upon the expiration of the Investigation Period (as defined in Section 4 below).
 - (iii) **Third:** Assuming Buyer has not otherwise terminated this Agreement, Buyer shall deposit the sum of Fifty Thousand and no/00 Dollars (\$50,000.00) ("Third Deposit") with Escrow Agent on or before July 1, 2019, which shall be non-refundable. *Third Deposit, [initials]*
 - (iv) The First Deposit, Second Deposit and any Closing Date Extension Payment (as later defined) are hereinafter referred to, collectively, as the "Deposit". Any and all interest earned on the Deposit shall be paid to Buyer unless Buyer shall be in default of its obligations under this Agreement and in such event such interest shall be paid to Seller.
 - (b) **Refundability.** The Deposit shall be refundable to Buyer if Buyer terminates this Agreement for any reason and in its sole and absolute discretion between the Effective Date and the expiration of the Investigation Period. Following the expiration of the Investigation Period,

the Deposit shall be non-refundable to Buyer, unless Buyer terminates this Agreement due to any of the following: (1) pursuant to Buyer's right to terminate pursuant to this Agreement, (2) pursuant to Buyer's right to terminate in the event of an uncured title defect, (3) pursuant to Buyer's right to terminate as a result of a moratoria at the Property, (4) pursuant to Buyer's right to terminate as a result of a condemnation at the Property, and (5) as a result of Seller's breach of this Agreement.

(c) Payment of Purchase Price. At the time of the Closing, Buyer will pay to Seller, by wire transfer of funds, the Purchase Price as adjusted for prorations and adjustments as set forth in this Agreement. At the Closing, the Deposit shall be credited to Buyer's obligations to pay the Purchase Price hereunder.

3. Title and Title Insurance and Survey.

(a) Title. Five (5) business days after the Effective Date, Seller shall provide Buyer with its owner's title policy received by Seller at the time of Seller's acquisition of the Property, if any, insuring Seller's title to the Property. Buyer may obtain a commitment (the "Title Commitment") for an owner's title insurance policy, together with legible copies of all documents referenced therein, issued by a title insurance company acceptable to Buyer ("Title Company"). The Title Commitment shall have a date subsequent to the Effective Date and shall show that title to the Property is good and marketable and insurable subject to no liens, encumbrances, exceptions or qualifications which would preclude Buyer, in its sole discretion, from constructing and developing the Contemplated Improvements (as defined herein). Buyer shall have fifteen (15) business days from receipt of the Title Commitment and the Survey (as defined herein) in which to examine the condition of title. If Buyer fails to provide Seller with written notice of specific defects that make title to the Property other than as required by this Section 3 within such fifteen (15) business day period, then, for all purposes of this Agreement, Buyer shall be deemed to have accepted title in the condition described in the Title Commitment. Any title exceptions which are not objected to within such fifteen (15) business day period shall be deemed to be acceptable in all respects to Buyer. If Buyer timely notifies Seller that title does not satisfy the requirements of this Section 3, then Seller agrees to use reasonable diligence to make title good, marketable and insurable, for which purpose Seller shall have a reasonable time in which to do so but in no event more than sixty (60) days from the receipt of Buyer's written notice that title is unacceptable. After reasonable diligence on the part of Seller, if title is not rendered as required by this Section 3, then at the end of such sixty (60) day period, the Deposit, at the election of Buyer, shall be returned to Buyer, this Agreement shall be terminated and all parties hereto shall be released from any and all obligations and liabilities hereunder other than those that specifically survive hereunder. At any time prior to such termination, Buyer may elect by written notice to Seller to waive any defects in title, in which event the Closing shall take place pursuant to this Agreement without any abatement whatsoever in the Purchase Price. In the event that any title exception shall appear subsequent to the date of the Title Commitment, the existence of same shall constitute a default hereunder, unless Buyer shall not object to such title exception.

(b) Survey. Within five (5) business days after the Effective Date, Seller shall provide Buyer with the most recent survey of the Property in Seller's possession. Buyer may, at Buyer's expense, order and subsequently obtain a current topographical and boundary survey of the Property (the "Survey"). The Survey shall show that there are no encroachments on the Property. Any encroachments shown shall be treated as a title defect and the terms and conditions

set forth in Section 3(a) of this Agreement shall apply with respect thereto. Buyer shall notify Seller of survey defects within fifteen (15) business days following receipt of the Title Commitment and the Survey.

4. **Investigation Period.** Buyer shall have the period beginning on the Effective Date and ending March 15, 2019 (the "Investigation Period") in which to determine that the Property can be developed for multi-family affordable housing with associated amenities (the "Contemplated Improvements") pursuant to a plan satisfactory to Buyer in its sole and absolute discretion. Among other things, Buyer shall verify that (a) adequate utility service is or will be made available by a public utility company to a boundary of the Property; (b) municipal fees, including sewer and water connection fees, do not exceed an amount acceptable to Buyer; (c) there are not unusual soil conditions which would prohibit the standard construction practice for Buyer's intended use of the Property; (d) a market survey and financing feasibility study substantiates the need for a rental housing development in the area of the Property; and (e) all other matters (including, without limitation, the results of any physical inspections, environmental assessments, wetlands assessments, engineering studies and site plan studies) affecting or relating in any way to the Property are otherwise satisfactory to Buyer. During the Investigation Period and until the Closing, Seller shall provide Buyer and its agents with access to the Property, upon forty eight (48) hour advanced notice, to perform tests and inspections and otherwise do all things that may be necessary (including, without limitation, clearing the Property for survey purposes, soil borings, and environmental investigations, among other things), as determined by Buyer in order to accomplish Buyer's goals as set forth in the immediately preceding sentence. Buyer hereby indemnifies and holds Seller harmless from any loss, cost or expense, including, but not limited to, attorneys' fees and costs incurred by Seller as a result of the gross negligence or intentional misconduct of any of Buyer's agents who enter the Property. Notwithstanding anything contained herein to the contrary, Buyer shall have no indemnification obligation with respect to, or other liability for, or in connection with any claims arising from, pre-existing conditions on or under the Property, or those arising from the presence, discovery or disturbance of Hazardous Substances, Hazardous Waste, and Hazardous Materials (as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. '9601 et seq. and the regulations promulgated thereunder (as amended from time to time) and shall include oil and oil waste as those terms are defined in the Clean Water Act, 33 U.S.C. '1251 et seq. and the regulations promulgated thereunder (as amended from time to time), the Resource, Conservation and Recovery Act, 42 U.S.C. '6901 et seq. (as amended from time to time), and the Florida Resource Recovery and Management Act, Florida Statutes '403.70-403.73 (as amended from time to time) and shall include any other elements or compounds contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") and the list of toxic pollutants designated by the United States Congress or EPA as defined by any other Federal, State or local statute, law, ordinance, code, rule, regulation, order or decree relating to standards of conduct concerning any toxic or dangerous waste or substance). No later than seven (7) days after the Effective Date, Seller shall provide to Buyer any and all information relating to the Property which is in Sellers' possession or control or in the possession or control of Sellers' agents, employees and/or professionals, including, without limitation, full and complete copies of all leases, surveys, topographical maps, soil boring reports, traffic studies, any and all environmental reports, site planning concepts, project approvals, permits, licenses, title policies, proof of payment of school, water, sewer, road and recreational impact fees, homeowners' association documents, developer agreements (whether recorded or not) and any other document of which Seller has knowledge. If

for any reason Buyer, in its sole and absolute discretion, determines that the Contemplated Improvements cannot be built on the Property or that Buyer wishes to terminate this Agreement for any reason or no reason at all, then no later than the expiration of the Investigation Period, Buyer shall, in writing, notify Seller that it has elected not to proceed with the transaction contemplated hereby. Thereupon, the Deposit shall immediately be returned to Buyer without the need for any authorization from Seller to Escrow Agent and the parties hereto shall be relieved of all liability under this Agreement other than those that specifically survive hereunder. In the event that Buyer fails to timely notify Seller in writing of its election not to proceed with the transaction contemplated hereby, Buyer shall be deemed to have elected to proceed. Following any inspections upon the Property, Buyer or Buyer's agents shall return the Property to the condition it existed immediately prior to such inspections, reasonable wear and tear excepted.

5. **Conditions Precedent to Buyer's Obligation to Close.** The following are specific conditions which must be satisfied prior to, and must be true at, Closing:

(a) **No Governmental Prohibitions.** There are no governmental prohibitions that prevent Buyer from constructing the Contemplated Improvements.

(b) **Access.** There shall be direct, uninterrupted and continuous ingress and egress access for pedestrian and vehicular traffic to and from the Property.

(c) **Other.** All of the other conditions set forth in this Agreement to be satisfied prior to the Closing shall have been satisfied in all respects as required by the terms of this Agreement.

6. **Closing and Closing Costs.**

(a) **Closing Date.** The purchase and sale contemplated by this Agreement shall close (the "Closing") on or before 120 days after the expiration of the Investigation Period (the "Closing Date").

(b) **Closing Location.** The Closing will be held at the offices of Escrow Agent or at such other place as the parties may mutually agree upon.

(c) **Early Closing.** Notwithstanding anything contained herein to the contrary, at any time prior to the scheduled Closing Date, Buyer in its sole discretion may elect to close this transaction. Buyer shall exercise this election by delivering to Seller written notice of Buyer's intention to close which notice shall set a closing date not more than thirty (30) days from the date of such notice.

(d) **Costs.** Seller shall pay the cost of all transfer fees, including, documentary stamps to be affixed to the deed and for the recording of, and any and all other costs relating to obtaining title corrective instruments. Buyer shall pay the cost of the recording of the deed, the owner's title insurance policy premium, the cost of the Survey, any title updates, investigation and lien searches and for all recording costs (except the costs of recording curative documents required pursuant to the terms of Section 3 hereof, which costs shall be paid for by Seller). Seller and Buyer shall each pay for their own legal fees in connection with this Agreement.

7. **Extensions.** Buyer shall be entitled to Three (3) successive Thirty (30) day extensions in total, each of which may be applied towards the Closing Date, at the Buyer's sole option (each an "Extension"). For each Extension, Buyer shall pay the sum of Fifteen Thousand and no/00 Dollars (\$15,000.00) to Escrow Agent (each such \$15,000.00 payment is hereinafter referred to as an "Extension Payment"). Buyer shall receive a credit against its obligation to pay the Purchase Price hereunder in an amount equal to the aggregate the Extension Payment(s). Each such Extension Payment after the expiration of the Investigation Period shall be non-refundable to Buyer, unless Buyer terminates this Agreement due to any of the following: (1) pursuant to Buyer's right to terminate pursuant to this Agreement, (2) pursuant to Buyer's right to terminate in the event of an uncured title defect, (3) pursuant to Buyer's right to terminate as a result of a moratoria at the Property, (4) pursuant to Buyer's right to terminate as a result of a condemnation at the Property, and (5) as a result of Seller's breach of this Agreement.

8. **Seller's Deliveries.** Seller shall deliver to Buyer at least five (5) days prior to the Closing copies of the following documents (with the exception of subsection (c) below which shall be delivered at Closing), dated as of the day of Closing, the delivery and accuracy of which shall be a condition to Buyer's obligation to consummate the transactions contemplated hereby:

(a) **Warranty Deed.** A special warranty deed (the "Deed") in recordable form, duly executed by Seller, conveying to Buyer good, marketable and insurable fee simple title to the Property subject only to those exceptions contained in the Title Commitment and approved by Buyer pursuant to the terms of this Agreement, with the legal description provided in the Title Commitment.

(b) **Affidavit.** A no-lien and exclusive possession affidavit in form and content customarily used in Escambia County, Florida. The no-lien affidavit shall relate to any activity of Seller at the Property within the period that a mechanic's lien can be filed based on such activity prior to the Closing.

(c) **Title Insurance.** To the extent necessary to permit the Title Company to remove any exception in the Title Commitment for mechanics' and materialmen's liens and general rights of parties in possession, an affidavit as to debts and liens and parties in possession executed by Seller, made to Buyer and the Title Company and in a form reasonably acceptable to the Title Company, along with a GAP Affidavit and any other items reasonably required by the Escrow Agent.

(d) **FIRPTA Affidavit.** In order to comply with the requirements of the Foreign Investment Real Property Tax Act of 1980 ("FIRPTA"), Seller will deliver to Buyer at the Closing Seller's affidavit under penalty of perjury stating Seller is not a "foreign person," as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations promulgated thereunder, setting forth Seller's taxpayer identification number, and that Seller intends to file a United States income tax return with respect to the transfer. Seller represents and warrants to Buyer that it has not made nor does Seller have any knowledge of any transfer of the Property or any part thereof that is subject to any provisions of FIRPTA that has not been fully complied with in all respects. As required by law, if Seller fails to comply with the requirement of this subsection, Buyer shall withhold ten percent (10%) of the Purchase Price in lieu of payment

thereof to Seller and pay it over instead to the Internal Revenue Service in such form and manner as may be required by law.

(e) Seller's Certificate. A duly executed certification (the "Seller's Certificate") that every warranty of Seller under this Agreement is true and correct as of the Closing as if made by Seller at such time. Such warranties will survive the Closing for a period of 12 months.

(f) Corporation Documents, if applicable. A company resolution and incumbency certificate duly executed, authorizing Seller to close the transaction contemplated hereby and execute any and all documents in connection therewith, together with (a) certified, by the Florida Secretary of State, articles of organization; (b) certified, by the Florida Secretary of State, certificate of active status, and (c) certified operating agreement.

(g) Other Documents. Any and all other documents as may be reasonably necessary or requested by Buyer in order to fully and completely consummate the transactions contemplated hereby pursuant to the terms of this Agreement.

9. Buyer's Deliveries. At the Closing, and after Seller has complied with all of the terms and conditions of this Agreement and simultaneously with Seller's delivery of the documents as specified in this Agreement, Buyer shall:

(a) Purchase Price. Pay to Seller, by wire transfer of funds, the Purchase Price, adjusted for the pro rations and other payments provided for in this Agreement; and

(b) Buyer's Resolution. Deliver to Seller a resolution, duly executed, authorizing Buyer to close the transaction contemplated hereby.

10. Taxes and Prorations. At the Closing, the taxes on the Property shall be prorated as of the Closing Date, between the parties on the basis of the taxes paid for the most recent year that have been assessed and billed. If the actual taxes for the year of Closing are not determinable on the date of the Closing, then the parties agree to re-prorate taxes promptly upon issuance of the tax bill for the year of the Closing. Any special assessment liens certified as of the date of the Closing shall be paid for by Seller. Any pending liens shall be assumed by Buyer. This provision shall survive the Closing of the transaction.

11. Possession. Buyer shall be granted full possession of the Property as of the Closing vacant and free of any and all tenancies.

12. Seller's Warranties. Seller hereby warrants to Buyer as follows:

(a) Title. Seller is vested with good and marketable fee simple title to the Property subject only to the permitted title exceptions as provided herein.

(b) No Condemnation. There are no condemnation or eminent domain proceedings pending or, to the best of Seller's knowledge, contemplated against the Property or any part thereof, and Seller has received no notice of the desire of any public authority to take or use the Property or any part thereof.

- (c) No Litigation. Seller has not received notice of any pending suits or proceedings against or affecting Seller or any part of the Property which (i) do or could affect title to the Property or any part thereof or (ii) do or could prohibit or make unlawful the consummation of the transactions contemplated by this Agreement, or render Seller unable to consummate the same.
- (d) Environmental. Seller has not violated any applicable environmental laws affecting the Property, including, without limitation, any laws relating to toxic and/or hazardous wastes as defined by Federal or Florida law.
- (e) Authority. Seller has full power and authority to execute and deliver this Agreement and all documents now or hereafter to be delivered by it pursuant to this Agreement and to perform all of its obligations arising under this Agreement.
- (f) No Violation of Seller's Agreements. This Agreement and any of the documents executed or to be executed by Seller hereunder do not and will not contravene any provision of any document governing Seller's authority to act hereunder, any present judgment, order, decree, writ or injunction, or any provision of any currently applicable law, rule or regulation, in each case applicable to Seller and/or the Property.
- (g) Tax Liens. The Property is free and clear of all liens except for ad valorem taxes for the year of Closing, not yet due and payable, and for all subsequent years.
- (h) No Violation of Laws. There is no violation of, any law, regulation, ordinance, order or judgment affecting the Property.
- (i) No Unrecorded Encumbrances. There are no unrecorded easements, restrictions or encumbrances affecting all or any part of the Property.
- (j) No Knowledge of Facts. There are no facts that prohibit it from closing the transaction contemplated hereby in accordance with the terms hereof.
- (k) No Untrue Statements. No representation or warranty by Seller, to Seller's knowledge, in this Agreement or in any instrument, certificate or statement furnished to Buyer pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein or therein not misleading.
- (l) No Adverse Tax Matters. There are no agreements, waivers or other arrangements providing for any extension of time with respect to the assessment of any type of tax or deficiency against Seller with respect to the Property, nor to the best of Seller's knowledge, are there any actions, suits, proceedings, investigations or claims for additional taxes and assessments asserted by any taxing authority.
- (m) No Mechanics' Liens. There are no mechanics' or materialmen's liens against the Property and if subsequent to the Closing hereunder, any mechanics' or other liens shall be filed against the Property or against Buyer or its assigns and not caused by Buyer, based upon any act or omission occurring prior to the Closing on the Property, Seller shall take such

action, within ten (10) days after notice of the filing thereof, by bonding, deposit, payment or otherwise, as will remove, transfer or satisfy such lien of record against the Property, at Seller's sole cost and expense.

(n) No Parties in Possession. There are no parties in possession of any portion of the Property, whether as lessees, tenants-at-sufferance, trespassers or otherwise and Seller has made available to Buyer accurate information and complete copies of any and all service contracts which are in Seller's files and to the best of Seller's knowledge. Seller has delivered or made available all other reasonable due diligence materials requested in writing by Buyer which are in Seller's possession.

At the Closing, Seller shall, in writing, reaffirm to Buyer pursuant to the Seller's Certificate the truth and correctness, as of the date of the Closing, of each of the aforementioned warranties and agrees to indemnify and hold Buyer harmless from and against any and all loss or damage suffered by Buyer on account of the untruth or incorrectness of any such warranties. The aforementioned warranties shall survive Closing for a period of 12 months.

13. Covenants of Seller. Seller hereby covenants with Buyer as follows:

(a) No Creation of Encumbrances. Between the Effective Date and the date of Closing, Seller will not, without Buyer's prior written consent, which shall not be unreasonably withheld or delayed, create by its consent any encumbrances on the Property. For purposes of this provision the term "encumbrances" shall mean any liens, claims, options, mortgages or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions.

(b) No Zoning Action. Between the Effective Date and the date of the Closing, Seller will not file any application for any change of the present zoning classification of the Property, unless requested to do so by Buyer. In the event Buyer requests Seller to file any such application, Seller will cooperate fully with Buyer in all respects by executing consents, applications and other such documents reasonably requested by Buyer in connection with its efforts in developing the Property.

(c) No Environmental Action. Between the Effective Date and the date of the Closing, Seller will not file any application for any environmental permit or any change to any existing environmental permit, approval, report, status or condition of any kind relating to the Property unless such change is requested by Buyer. Seller will cooperate fully with Buyer in all respects by executing consents, applications and other such documents reasonably requested by Buyer in connection with its efforts in developing the Property to a condition such that building may commence.

(d) Maintenance of Insurance. Between the Effective Date and the date of the Closing, all existing insurance policies shall remain continuously in full force and effect.

14. Moratoria. If, at the time of the Closing, there are sewer, water, building or other moratoria in effect which would interfere with the immediate construction and occupancy of the Contemplated Improvements, then Buyer, at its sole option, may: (a) terminate this Agreement and obtain a return of the Deposit, whereupon the parties shall be relieved from all further liabilities

and obligations hereunder other than those that specifically survive hereunder or (b) close the transactions contemplated hereby without regard to the moratoria and without any adjustment in the Purchase Price or extension of the Closing date.

15. **Real Estate Commissions.** Buyer and Seller hereby warrant to each other that neither party are represented by a real estate broker or agent and that no other real estate commission shall be paid in connection with this transaction and each party shall indemnify the other from any claims of any parties claiming a commission by, under or through either party. Any commissions shall be due and payable solely by Seller. This provision shall survive the Closing of the transaction.

16. **Condemnation.** In the event of the institution against the record owner of the Property of any proceedings, judicial, administrative or otherwise, relating to the taking, or to a proposed taking of any portion of the Property by eminent domain, condemnation or otherwise (which materially impairs the proposed development of the Property), prior to the Closing, or in the event of the taking of any portion of the Property by eminent domain, condemnation or otherwise, prior to the Closing, then Seller shall notify Buyer promptly and Buyer shall have the option, in its sole and absolute discretion, of either (a) terminating this Agreement and obtaining a return of the Deposit, whereupon the parties shall be relieved from all further liabilities and obligations hereunder other than those that specifically survive hereunder or (b) proceeding to the Closing in accordance with the terms of this Agreement, but at the Closing Seller shall assign to Buyer all of Seller's right, title and interest in, to and under any and all awards that have been or may be made with respect to such eminent domain proceeding or condemnation. Any such election hereunder must be made by Buyer within twenty (20) days of the notice furnished by Seller. If Buyer fails to make an election in writing, Buyer shall be deemed to have elected alternative (a) above.

17. **Loss or Damage.** Any loss or damage to the Property between the Effective Date and the Closing shall not void this Agreement or modify the provisions hereof, provided, that Seller shall repair such loss or damage to the Property prior to the Closing as a condition of Buyer's obligations to proceed to the Closing hereunder. In the event that Seller fails to repair such loss or damage prior to the Closing, Buyer may, at its sole election and option, either (a) suspend the Closing for a sufficient period of time in order to allow Seller to complete the repairs or (b) deduct from its obligation to pay the Purchase Price hereunder a sum sufficient to complete the repairs as certified by Buyer's architect or engineer.

18. **Default.**

(a) **Buyer Default.** If the transactions contemplated hereby do not close solely due to a refusal or default on the part of Buyer, then the Deposit, together with any and all interest earned thereon, shall be delivered by Escrow Agent to Seller as liquidated and agreed upon damages and thereafter, Buyer shall be relieved from all further obligations under this Agreement and Seller shall have no further claim against Buyer for specific performance or for damages by reason of the failure of Buyer to close the transactions contemplated hereby.

(b) **Seller Default.** If the transactions contemplated hereby fail to close due to a default on the part of Seller, then at the option of Buyer the Deposit shall be returned by Escrow

Agent to Buyer, together with any and all interest earned thereon, provided, however, that such return shall not limit Buyer's right to maintain an action for specific performance of this Agreement by Seller and to pursue any and all other rights and remedies available to Buyer at law and in equity for damages suffered by Buyer as a result of Seller's default.

19. **Cure Period.** Prior to any claim of default being made, parties will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Agreement, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have five (5) days after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

20. **Escrow.** Escrow Agent, in receiving funds to hold in escrow hereunder, is authorized and agrees by acceptance thereof to promptly deposit and to hold same in escrow and to disburse same subject to clearance thereof in accordance with terms and conditions of this Agreement. Failure of clearance of funds shall not excuse performance by Buyer. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, Escrow Agent may, in its sole discretion, continue to hold the monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may file an interpleader action and deposit all the monies then held pursuant to this Agreement with the Clerk of the Circuit Court of Miami-Dade County, Florida, and upon notifying all parties concerned of such action, all liability on the part of Escrow Agent shall fully terminate, except to the extent of accounting for any monies theretofore delivered out of escrow. In the event of any suit between Buyer and Seller wherein Escrow Agent is made a party by virtue of acting as escrow agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, Escrow Agent shall be entitled to recover a reasonable attorneys' fee and costs incurred, said fees and costs to be charged and assessed as court cost in favor of the prevailing party. All parties agree that Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to Buyer or Seller of monies subject to this escrow, unless such misdelivery shall be due to a willful breach of this Agreement or gross negligence on the part of Escrow Agent.

21. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties.

22. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and permitted assigns.

23. **Survival of Paragraphs.** The terms, conditions and warranties contained herein that state they specifically survive shall survive the Closing and delivery of the Deed or earlier termination of this Agreement as set forth herein.

24. **Waiver; Modification.** The failure by Buyer or Seller to insist upon or enforce any of their rights shall not constitute a waiver thereof, and nothing shall constitute a waiver of Buyer's right to insist upon strict compliance with the terms of this Agreement. Either party may waive the benefit of any provision or condition for its benefit that is contained in this

Agreement. No oral modification of this Agreement shall be binding upon the parties and any modification must be in writing and signed by the parties hereto.

25. **Governing Law; Venue.** This Agreement shall be governed by, and construed in accordance with the laws of, the State of Florida. The venue of any litigation arising out of this Agreement shall be Miami-Dade County, Florida.

26. **Headings.** The section headings as set forth in this Agreement are for convenience of reference only and shall not be deemed to vary the content of this Agreement or limit the provisions or scope of any section herein.

27. **Notices.** Any notice, request, demand, instruction or other communication to be given to either party, except where required by the terms of this Agreement to be delivered at the Closing, shall be in writing and shall be sent by registered or certified mail, return receipt requested, facsimile, electronic mail or by express overnight courier, as follows:

If to Buyer:

Housing Trust Group
3225 Aviation Avenue, 6th Floor
Coconut Grove, Florida 33133
Attention: Mr. Matthew Rieger
Telephone: (305) 856-8700
Facsimile: (305) 856-1475
Email: mattr@htgf.com

If to Seller:

R & C Clark, LLC
Address: 705 Palomar Drive
Pensacola, FL 32507
Attention: John Clark

Escrow Agent/Counsel:

Stearns Weaver Miller
Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130
Attention: Brian McDonough
Telephone: (305) 789-3350
Email: BMcDonough@stearnsweaver.com

Notice shall be deemed given if forwarded by certified mail through the facilities of the United States Postal Office on the day following the date that the notice in question is deposited in the facilities of the United States Postal Service. If notice is forwarded by express overnight courier, it shall be deemed given on the day following the date that the notice in question is deposited in the facilities of an express overnight courier. Notice may also be provided by confirmed facsimile or via electronic mail.

28. **Assignment.** This Agreement may be assigned by Buyer. Seller may not assign its rights under this Agreement.

29. **Limited Power of Attorney.** Following the expiration of the Investigation Period, Seller authorizes Buyer to act on behalf of Seller for the limited purpose of applying for and obtaining approvals and executing various other applications, agreements and other documents related to the Contemplated Improvements to be developed on the Property ("Building Approvals"), so long such Building Approvals do not irrevocably bind the Property. Building Approvals may include applications for site plan approvals, building permits, zoning waivers and other applications similar in nature, and also may include executing various agreements with public or provide utility providers, municipalities or other government authorities, and other agreements related to obtaining a final building permit and/or permit ready letter.

30. **Attorneys' Fees.** In the event that it becomes necessary for either party to bring suit to enforce the terms of this Agreement, then the prevailing party shall be entitled to recover all costs, including attorneys' fees, incurred in connection with such litigation (including appellate proceedings) against the non-prevailing party. This provision shall survive the Closing of the transaction.

31. **Effective Date.** The effective date of this Agreement (the "Effective Date") shall be the date upon which the last party to execute this Agreement has delivered the fully executed Agreement to the other party in accordance with Section 27.

32. **Time of the Essence.** Time is of the essence with respect to each provision of this Agreement that requires action be taken by either party within a stated time period, or upon a specified date, provided, however, if the date for performance is on a Saturday, Sunday or federal holiday, the date for performance shall be extended to the next business day.

33. **Counterparts; Email or Facsimile Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, together, shall constitute but one and the same instrument. This Agreement shall be effective when the parties have emailed or faxed their respective signatures either to the other party or to the other party's counsel. Email or facsimile signatures shall have the same legal effect as original signatures.

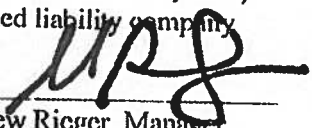
34. **Easement for Drainage.** Buyer agrees to provide owner of the Fellowship Hall property, located to the East of the Property, an easement through the property for stormwater drainage infrastructure to tie into the adjacent stormwater retention pond located to the west of the property, at no cost, to Seller prior to or at Closing.

[SIGNATURES BEGIN ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year last below written.

BUYER:

HOUSING TRUST GROUP, LLC,
a Florida limited liability company

By: 
Matthew Ricger, Manager

Date: October 26, 2018

SELLER:

R & C Clark, LLC,
a Florida limited liability company

By: 

Name: John P. Clark

Title: Manager

Date: 10/25, 2018

EXHIBIT "A"

The Property

Commence at the southeast corner of Section 19, Township 2 South, Range 31 West, Escambia County, Florida; thence South 89 degrees 59'39" West along the south line of said Section 19 for a distance of 1550.20 feet; thence South 00 degrees 00'21" East for a distance of 52.05 feet to the north right of way line of U.S. Highway #98 (State Road #298B, 200' R/W), said point begin on a circular curve concave to the southwest, having a radius of 3919.83 feet and delta angle of 15 degrees 59'09"; thence Northwesterly (this course and the next two courses along said north right of way) along said curve for an arc distance of 1093.65 feet (chord distance of 1090.11 feet, chord bearing of North 82 degrees 00'20" West) to the point of tangency; thence North 89 degrees 59'54" West for a distance of 560.09 feet for the point of beginning.

Thence continue North 89 degrees 59'54" West for a distance of 465.00 feet; thence North 00 degrees 00'06" East for a distance of 370.00 feet; thence South 89 degrees 59'54" East for a distance of 318.17 feet; thence North 00 degrees 00'06" East for a distance of 12.31 feet to the point of curvature of a circular curve concave to the southwest, having a radius of 75.00 feet, and delta angle of 41 degrees 07'42"; thence Northwesterly along said curve for an arc distance of 53.84 feet (chord bearing of North 20 degrees 33'45" West, chord distance of 52.69 feet) to a point of compound curvature of a circular curve concave to the southwest, having a radius of 254.55 feet, and delta angle of 30 degrees 03'09"; thence Northwesterly along said curve for an arc distance of 254.55 feet (chord bearing of North 56 degrees 09'10" West, chord distance of 251.64 feet) to a point of reverse curvature with a circular curve concave to the northeast, having a radius of 30.00 feet, and delta angle of 71 degrees 25'46"; thence Northwesterly along said curve for an arc distance of 37.40 feet (chord bearing of North 35 degrees 27'52" West, chord distance of 35.02 feet) to the point of tangency; thence North 00 degrees 15'01" East for a distance of 190.46 feet; thence South 89 degrees 53'57" East for a distance of 466.70 feet to the centerline of a 24' ingress-egress easement; thence South 19 degrees 39'18" West (this course and the next two courses along said centerline) for a distance of 141.02 feet to the point of curvature of a circular curve concave to the northeast, having a radius of 37.76 feet, and delta angle of 55 degrees 48'46"; thence Southeasterly along said curve for an arc distance of 36.78 feet (chord bearing of South 08 degrees 15'05" East, chord distance of 35.35 feet) to the point of tangency; thence South 36 degrees 09'28" East for a distance of 265.44 feet; thence South 57 degrees 47'47" West for a distance of 221.16 feet; thence South 00 degrees 00'06" West for a distance of 290.00 feet to the point of beginning.

All lying and being in Section 19, Township 2 South, Range 31 West, Escambia County, Florida. Containing 7.90 acres, more or less.