

STATEMENT OF PROPERTY CONTROL

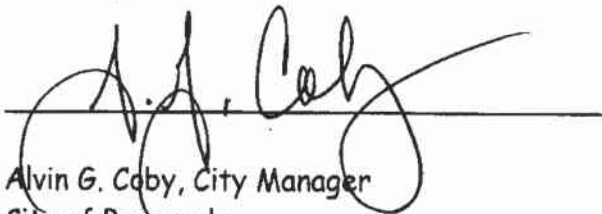
Please let this letter serve as a statement of property control concerning the parcel identified by the Escambia County Property Appraiser as 00-05-00-9100-001-161 in South Eastern Escambia County, along 9th Avenue and Bay Front Parkway.

The City of Pensacola is the owner of this parcel and is pursuing plans to develop it into a wet detention pond with landscaping and other site improvements. The City of Pensacola will be the owner/operator of the wet detention pond.

As owner of the property referenced above the City designates Moulton Properties, Inc. for the sole purpose of completing the FDOT Drainage Connection Permit and Application and to act on the City's behalf during FDOT processing of the Drainage Connection Permit and Application.

If you have any questions, please call me at (850) 435-1265 or William V. Phillips, II, P.E. with Fabre Engineering, Inc. at (850) 433-6438.

Sincerely,

A handwritten signature in black ink, appearing to read "A. G. Coby", is written over a horizontal line. The signature is stylized with large loops and a long horizontal stroke extending to the right.

Alvin G. Coby, City Manager
City of Pensacola
P.O. Box 12910
Pensacola, Florida 32521

STATEMENT OF CONTIGUOUS INTEREST

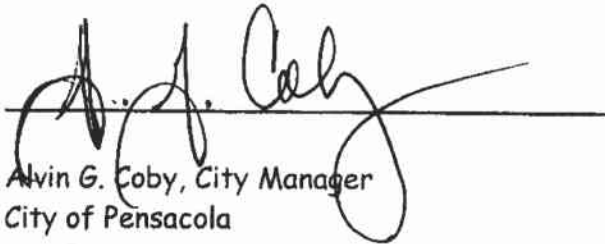
Please let this letter serve as a statement of contiguous interest concerning the parcel identified by the Escambia County Property Appraiser as 00-05-00-9100-001-161 in South Eastern Escambia County, along 9th Avenue and Bay Front Parkway.

The parcel is bound to the West by 9th Avenue, to the North by E. Romana Drive, to the East and south by Bay Front Parkway.

The City of Pensacola is the owner of this parcel and is pursuing plans to develop it into a stormwater pond with landscaping and other site improvements. The City of Pensacola does not own any other adjacent property in the immediate vicinity to the east or west. To the north, the city owns the property across (north of) E. Romana Street. That property will be developed and be part of the service area for the subject properties improvements.

We understand that a change in use or additional development phases on this parcel in the future may require additional permitting requirements. If you have any questions, please call me at (850) 435-1265 or William V. Phillips, II, P.E. with Fabre Engineering, Inc. at (850) 433-6438.

Sincerely,

A handwritten signature in black ink, appearing to read "Alvin G. Coby", is written over a horizontal line. The signature is fluid and cursive.

Alvin G. Coby, City Manager
City of Pensacola
P.O. Box 12910
Pensacola, Florida 32521

**FIRST ADDENDUM TO AMENDED AGREEMENT FOR DEVELOPMENT
AND DISPOSITION OF PROPERTY**

This First Addendum to Amended Agreement for Development and Disposition of Property (the "First Addendum"), made as of the date set forth below by and between **Community Redevelopment Agency of the City of Pensacola, Florida**, a public body corporate and politic of the State of Florida (the "**Agency**") and **Hawkshaw Eastside, Inc.** ("**Developer**"), amends and supplements that certain Amended Agreement for Development and Disposition of Property dated November 13, 2007 (the "**Agreement**") by and between Agency and Developer as follows:

R E C I T A L S :

A. Agency and Developer acknowledge that the Agreement contemplated a closing date no later than July 1, 2008.

B. Agency and Developer acknowledge that such a closing date may be extended for good cause upon written notice with the consent of the Developer and the Agency.

C. The parties hereto acknowledge that Developer has made a diligent effort to close on or before July 1, 2008, but due to unavoidable delays, resulting from among other things, a delay in the issuance of the of a permit by the Northwest Florida Water Management District, and written notification by the Department of Transportation (DOT) of its intent to issue a permit, Developer will be unable to close on or before July 1, 2008.

In consideration of the covenants, agreements, and promises herein contained, TEN AND NO/100th DOLLARS (\$10.00), and other good and valuable consideration, the receipt, and adequacy of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. **Closing.** Section 7.09(a) is revised as follows:

(a) Notwithstanding unavoidable delay, provided all conditions precedent to closing in Section 7.06 have been satisfied, Developer shall purchase the subject property on or before the "Closing Date". The Closing Date shall be fifteen (15) days following (i) the issuance of a permit by the Northwest Florida Water Management District for the construction of the storm water retention facility/park amenity, and (ii) the issuance of a permit by the DOT for discharge or runoff from the aforementioned facility across and under Bayfront Parkway, or written notification from DOT of its intent to issue a permit, but the Closing Date shall be no later than December 31, 2008. Both parties recognize and agree that the permit issued by the DOT, or the written notice of DOT's intent to issue a permit, is a condition precedent to closing and a necessary component of the construction of the stormwater retention facility/park amenity to be approved by the Northwest Florida Water Management District. Upon receipt of a request from the Developer to delay the Closing Date beyond the Closing Date, the Agency may, in its sole discretion agree to extend the Closing Date to a date certain.

2. **Purchase Price 7.03(b).** Upon the execution by all parties of this First Addendum, the deposit of \$140,000.00 referenced in Section 7.03(b) of the Agreement shall become a nonrefundable deposit and immediately disbursed to Agency. The deposit shall still serve as a credit towards the Purchase Price at Closing. Notwithstanding the foregoing disbursement of the deposit, if Agency breaches the Agreement and is unable to deliver the Property pursuant to the terms of the Agreement, after such a breach, Agency shall refund the deposit to Developer within seven (7) days after receipt of a written notice from Developer requesting a return of the deposit.

3. **Ratification and Confirmation.** Except as amended hereby, all other terms and conditions of the agreement will remain in full force and effect. Agency and Developer hereby ratify and confirm the terms thereof.

4. **Counterparts.** This First Addendum to Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Said counterparts shall constitute but one in the same instrument and if more than one party, shall be binding upon each of them individually as fully and completely as if all had signed but one instrument of the joint and several liability of each party under this agreement shall be unaffected by the failure of any other party to execute any or all of said counterparts.

Agency and Developer are signing this First Addendum to Agreement effective as of the later of the date set forth below the respective signature.

**COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA, FLORIDA**

By: Thomas J. Bonfield
Name: Thomas J. Bonfield
Its: City Manager

Date: 7-1-08

ATTEST:

Ericka L. Burnett
Print Name: Ericka L. Burnett, City Clerk

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed and acknowledged before me this 1st day of July, 2008, by Thomas J. Bonfield and Ericka L. Burnett the City Manager and City Clerk of Pensacola, Florida. () They are personally known to me, or () have ~~shown~~ me as identification, and they did ~~not~~ take an oath.

Tracey Newton
Tracey Newton

[Type/Print Name of Notary]
My Commission No.: DD 684667
My Commission Expires: June 12, 2011

[NOTARIAL SEAL]



HAWKSHAW EASTIDE, INC., a Florida corporation

By: William Whitesell
William Whitesell, President

Date: June 25, 2008

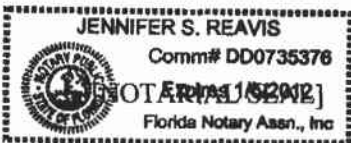


ATTEST:

James J. Reeves
Name: James J. Reeves, Secretary

STATE OF FLORIDA
COUNTY OF ESCAMBIA

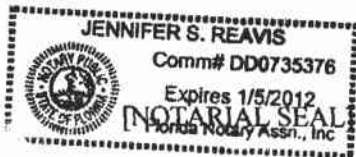
The foregoing instrument was sworn to, subscribed and acknowledged before me this 25th day of June, 2008, by William Whitesell, as President of Hawkshaw Eastside, Inc., a Florida corporation, () He is personally known to me, or () he has shown me as identification, and he did *not* take an oath.



JENNIFER S. REAVIS
Jennifer S. Reavis
[Type/Print Name of Notary]
My Commission No.: DD 0735376
My Commission Expires: 1/5/2012

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed and acknowledged before me this 25th day of June, 2008, by James J. Reeves, as Secretary of Hawkshaw Eastside, Inc., a Florida corporation, () He is personally known to me, or () he has shown me as identification, and he did *not* take an oath.



A0350602

Jennifer S. Reavis
JENNIFER S. REAVIS
[Type/Print Name of Notary]
My Commission No.: DD 0735376
My Commission Expires: 1/5/2012

MEMORANDUM

TO: Thomas J. Bonfield
City Manager

DATE: July 1, 2008

RE: Hawkshaw Eastside - First Addendum to Amended
Agreement for Development and Disposition of Property

Please execute the attached original agreements referenced above. By copy of this memorandum to the City Clerk's Office, I am requesting they return one of the executed copies to this office so that we may furnish a fully executed copy to attorney Charles James.



John W. Fleming
City Attorney

JWF/jlm
Attachment
c: Ericka L. Burnett, City Clerk