

**CONTRACT FOR PURCHASE OF REAL PROPERTY BY  
THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF CLEARWATER**

**PARTIES:** PEACE MEMORIAL PRESBYTERIAN CHURCH OF CLEARWATER, FLORIDA, INC., a Florida not-for-profit corporation, whose mailing address is 110 S. Fort Harrison Ave., Clearwater, Florida 33756-5107 (herein "Seller" or "Peace"), and the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF CLEARWATER, FLORIDA, a public body corporate and politic of the State of Florida (herein "Buyer" or "CRA"), whose post office address is P.O. Box 4748, Clearwater, Florida 33758-4748, joined by the CITY OF CLEARWATER, FLORIDA, a municipal corporation of the State of Florida (herein "City"), whose post office address is P.O. Box 4748, Clearwater, Florida 33758-4748, (collectively "Parties") enter into this CONTRACT FOR PURCHASE OF REAL PROPERTY BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF CLEARWATER ("Contract"), and hereby agree that the Seller shall sell, and Buyer shall buy the following real property ("Property") upon the following terms and conditions.

**1. PROPERTY DESCRIPTION**

**107 S. Osceola Avenue, Clearwater, FL 33756**

**Real Property ID No 16-29-15-20358-002-0110**

As more particularly described in Exhibit "A" and depicted in Exhibit "B"  
(attached hereto and incorporated herein).

**PERSONALTY:      NONE**

**2. FULL PURCHASE PRICE** ..... \$1,850,000.00

**3. MANNER OF PAYMENT:** Wire in immediately available U.S. funds at time of Closing

**4. PURCHASE PRICE**

The Full Purchase Price as established herein has been reached through negotiations with the Seller by the Buyer's staff, following due consideration, and within the range of values of that certain real estate appraisal dated May 13, 2022, as developed for the CRA by Entreken Associates, Inc., which valued the Property at \$ 1,620,000, and that certain real estate appraisal dated May 4, 2022, as developed for the CRA by Tobias Realty Advisors, LLC., which valued the Property at \$ 4,855,000.

**5. TIME FOR ACCEPTANCE; APPROVALS**

Following written approval of the terms of this Contract by Seller (remaining subject to formal approval by its governing body), the price, terms, and conditions as contained herein shall remain unchanged and be held unconditionally open for a period of 60 days following delivery in duplicate original of such written approval to the Executive Director of the Community Redevelopment Agency of the City of Clearwater for acceptance and approval,

counteroffer, or rejection by action of the Clearwater City Council ("Council") serving in its capacity as the governing board of the CRA. If this Contract is accepted and approved by the CRA, it will be executed by duly authorized CRA officials and delivered to the Clearwater City Council for consideration. If Clearwater City Council approves the Contract, duly authorized City Officials will execute and return the Contract to the CRA. The CRA shall deliver to Seller within 10 days thereafter. The Seller shall then present the Contract for formal approval of its governing body, and upon such approval, execute and return to Buyer. The "Effective Date" shall be the date all parties hereto have fully executed. If a counteroffer is approved by the CRA, it shall be delivered to Seller in writing within 10 days of such action by the CRA, and Seller shall have 10 days thereafter to deliver to Buyer written notice of acceptance or rejection of such counteroffer. If written notice of acceptance is not timely delivered, or if the counteroffer is rejected by Seller, the offer for sale or purchase and this Contract, as the case may be, shall thereafter be null and void in all respects upon rejection, or at the end of the 10-day period, as applicable. If this Contract is rejected by the CRA upon initial presentation to the CRA, the offer for sale or purchase, and this Contract, as the case may be, shall be null and void in all respects upon rejection by the CRA and Seller shall be so informed in writing within 5 days of such action.

## **6. TITLE**

Seller warrants legal capacity to and shall convey fee simple title to the Property by Special Warranty Deed, subject only to matters contained in Paragraph 7, which are acceptable to Buyer. Otherwise, title shall be free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year of Closing; covenants, restrictions, and public utility easements of record; and no others provided there exists at Closing no violation of the foregoing.

## **7. TITLE EVIDENCE**

Seller shall, at Seller's expense, no later than **15** days prior to Closing Date, deliver a title insurance commitment issued by a Florida licensed title insurer ("Title Company") setting forth the condition of title to the Property. Seller shall convey a marketable title subject only to liens, encumbrances, exceptions, or qualifications set forth in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by The Florida Bar and in accordance with law. Buyer shall have 5 days from receiving evidence of title to examine it. If title is found defective, in Buyer's sole discretion, Buyer shall, within 3 days thereafter, notify Seller in writing specifying the defect(s). If the defect(s) render title unmarketable, Seller will have 120 days from receipt of notice within which to remove the defect(s), failing which Buyer shall have the option of either accepting the title as it then is without reduction in the Purchase Price or terminating this Contract whereupon both parties shall be released from further liability (except those terms and conditions that survive termination). Seller will, if title is found unmarketable, make commercially reasonable effort to correct defect(s) in title within the time provided therefor, provided, however, Seller shall not be obligated to file suit or incur any third-party costs or expenses.

## **8. SURVEY**

Buyer, at Buyer's expense, within time allowed for the Inspection Period, may have the Property surveyed and certified to the Buyer by a registered Florida land surveyor. If survey shows any encroachment on the Property, or that improvements located on the Property encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants or applicable governmental regulation, the same shall constitute a title defect. The survey shall be performed to minimum technical standards of the Florida Administrative Code and may include a description of the property under the Florida Coordinate System as defined in Chapter 177, Florida Statutes. Seller shall have no obligation to cure any title defects reflected on the survey. Buyer's failure to terminate this Contract prior to expiration of the Inspection Period shall be deemed a determination that Buyer is satisfied with the survey of the Property.

#### **9. CLOSING PLACE AND DATE**

Seller shall designate closing agent ("Closing Agent") and this transaction shall be closed ("Closing") in the offices of the designated Closing Agent in Pinellas County, Florida, on or before 120 days of the Effective Date ("Closing Date") unless extended by other provisions of this Contract including but not limited to time allotted for the removal of title defects as provided for in Paragraph 7 above. If either party is unable to comply with any provision of this Contract within the time allowed, and be prepared to close as set forth above, after making all reasonable and diligent efforts to comply, then upon giving written notice to the other party, time of Closing may be extended up to 60 days without effect upon any other term, covenant or condition contained in this Contract. Each Party shall have independent opportunity for said extension.

#### **10. CLOSING DOCUMENTS**

Seller shall furnish closing statements for the respective parties, deed, bill of sale (if applicable), mechanic's lien affidavit, assignments of leases, tenant and mortgage estoppel letters, and corrective instruments, as applicable. If Seller is a corporation, Seller shall deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth facts showing the conveyance conforms with the requirements of local law, or such other documentation that the Title Agent shall reasonably require.

#### **11. CLOSING EXPENSES**

Documentary stamps on the deed, unless exempt under Chapter 201.24, Florida Statutes, shall be paid by the Seller. Seller shall also pay the costs of recording any corrective instruments. Recordation of the deed shall be paid by the Buyer. Buyer shall be responsible for the cost of the title search and title premium for the owner's title insurance policy in the amount of the Purchase Price.

#### **12. PRORATIONS; CREDITS**

Taxes, assessments, rent (if any) and other revenue of the Property shall be prorated through the day before Closing. Closing Agent shall collect all ad valorem taxes uncollected but due through day prior to Closing and deliver same to the Pinellas County Tax Collector with notification to thereafter exempt the Property from taxation as provided in Chapter 196.012(6), Florida Statutes. If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year shall be used with due allowance being made for improvements and exemptions. Assessments for any improvements that are substantially complete at time of Closing shall be paid in full by Seller.

### **13. OCCUPANCY**

Seller warrants that there are no parties in occupancy other than the Seller, or as otherwise disclosed herein. If Property is intended to be rented or occupied beyond Closing, the fact and terms thereof shall be stated herein, and the tenant(s) or occupants disclosed pursuant to Paragraph 14. Seller agrees to deliver occupancy of the Property at time of Closing unless otherwise stated herein. If occupancy is to be delivered before Closing, Buyer assumes all risk of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing conditions as of the time of taking occupancy unless otherwise stated herein or in separate writing.

### **14. LEASES AND OCCUPATION**

Seller warrants there are no tenants occupying the Property and that no leases exist, recorded or unrecorded, authorizing such occupancy and any authorized tenancy or lease for use of the Property created by Seller prior to Closing or prior to the expiration hereof, shall constitute a material breach of this Contract. The Parties acknowledge and agree that Seller will continue to occupy the Property post-closing as provided for in that certain Covenants, Restrictions, and Grant of Easement Agreement as described herein in section 36.

### **15. PROPERTY CONDITION**

Seller shall deliver the Property to Buyer at time of Closing in its present "as is" condition, ordinary wear and tear excepted, and shall maintain the landscaping and grounds in a comparable condition prior to Closing. Seller makes no warranties other than is disclosed herein and marketability of title as set forth in the deed delivered at Closing. Buyer's covenant to purchase the Property "as is" is more specifically represented in the following paragraph.

a. **As Is With Right of Inspection:** Buyer may, at Buyer expense within 60 days following the Effective Date hereof ("Inspection Period"), conduct inspections, tests, environmental and any other investigations of the Property Buyer deems necessary to determine suitability for Buyer's intended use. Upon Seller's execution hereof, Seller shall grant reasonable access to the Property to Buyer, its agents, contractors and assigns for the purposes of conducting the inspections provided, however, that

all such persons enter the Property and conduct the inspections and investigations at their own risk. Seller will, upon reasonable notice, provide utilities services as may be required for Buyer's inspections and investigations. Buyer shall not engage in any activity that could result in a mechanics lien being filed against the Property without Seller's prior written consent. Buyer may terminate this Contract by written notice to Seller prior to expiration of the Inspection Period if the inspections and/or investigations reveal conditions which are reasonably unsatisfactory to Buyer. In the alternative, at the Buyer's sole discretion, if Seller offers to repair or otherwise remedy such conditions to Buyer satisfaction, Buyer may accept such offer; or Buyer, at its option, may elect to accept a credit at Closing of the total estimated repair costs as determined by a licensed general contractor of Buyer's selection and expense, to the extent agreed to in writing by Seller. If Buyer terminates this Contract, and this transaction does not close, Buyer agrees, at Buyer expense, to repair all damages to the Property resulting from the inspections and investigations and return the Property to the condition that existed prior to its investigation.

#### **16. WALK-THROUGH INSPECTION**

At a time mutually agreeable between the parties, but not later than the day prior to Closing, Buyer may conduct a final "walk-through" inspection of the Property to determine compliance with any Seller obligations under Paragraph 15. No new issues may be raised as a result of the walk-through.

#### **17. SELLER HELD HARMLESS**

Buyer is self-insured, and subject to the limits and restrictions of the Florida Sovereign immunity statute, F.S. 768.28, agrees to indemnify and hold harmless the Seller from claims of injury to persons or property during the inspections and investigations described in Paragraph 15(a) resulting from Buyer's own negligence only, or that of its employees or agents only, subject to the limits and restrictions of the sovereign immunity statute.

#### **18. RISK OF LOSS**

If the Property is damaged by fire or other casualty before Closing and cost of restoration does not exceed 3% of the assessed valuation of the Property so damaged, cost of restoration shall be an obligation of the Seller and Closing shall proceed pursuant to the terms of this Contract with restoration costs escrowed at Closing. If the cost of restoration exceeds 3% of the assessed valuation of the improvements so damaged, Buyer shall have the option of either taking the Property "as is", together with any insurance proceeds payable by virtue of such loss or damage, or of canceling this Contract.

#### **19. PROCEEDS OF SALE; CLOSING PROCEDURE**

The deed shall be recorded upon clearance of funds. Proceeds of sale shall be held in escrow by Seller's attorney, the Closing Agent, or by such other mutually acceptable escrow agent for a period of no longer than 5 days from and after Closing, during which

time evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last title evidence. If Seller's title is rendered unmarketable through no fault of the Buyer, Buyer shall, within the 5-day period, notify the Seller in writing of the defect and Seller shall have 30 days from the date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all funds paid by or on behalf of the Buyer shall, upon written demand made by Buyer and within 5 days after demand, be returned to Buyer and simultaneously with such repayment, Buyer shall vacate the Property and reconvey it to Seller by special warranty deed. If Buyer fails to make timely demand for refund, Buyer shall take title "as is", waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed. The escrow and closing procedure required by this provision may be waived if title agent insures adverse matters pursuant to Section 627.7841, F.S. (2014), as amended.

## **20. DEFAULT**

If this transaction is not closed due to any default or failure on the part of the Seller, other than to make the title marketable after diligent effort, Buyer may seek specific performance or unilaterally cancel this agreement upon giving written notice to Seller. If this transaction is not closed due to any default or failure on the part of the Buyer, Seller may seek specific performance. If a Broker is owed a brokerage fee regarding this transaction, the defaulting party shall be liable for such fee.

## **21. Intentionally Deleted.**

## **22. RADON GAS NOTIFICATION**

In accordance with provisions of Section 404.056(8), Florida Statutes (2014), as amended, Buyer is hereby informed as follows:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

## **23. CONTRACT NOT RECORDABLE; PERSONS BOUND**

Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all.

## **24. NOTICE**

All notices provided for herein shall be deemed to have been duly given if and when deposited in the United States Mail, properly stamped, and addressed to the respective party to be notified, including the parties to this contract, the parties' attorneys, escrow agent, inspectors, contractors and all others who will in any way act at the behest of the parties to satisfy all terms and conditions of this Contract.

## **25. ASSIGNABILITY; PERSONS BOUND**

This Contract is not assignable. The terms "Buyer", "Seller", and "Broker" (if any) may be singular or plural. This Contract is binding upon Buyer, Seller, and their heirs, personal representatives, successors, and assigns (if assignment is permitted).

## **26. ATTORNEY FEES; COSTS**

In any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

## **27. TYPEWRITTEN OR HANDWRITTEN PROVISIONS**

Typewritten or handwritten provisions shall control all printed provisions of contract in conflict with them.

## **28. BROKER REPRESENTATION**

If either Party chooses to be represented by a Licensed Real Estate Broker upon Seller's execution hereof, then that Party solely shall be responsible for any such Broker fee or expense due to said Broker.

## **29. COMPLIANCE WITH SECTION 286.23, FLORIDA STATUTES**

Seller shall execute and deliver to the CRA the "Disclosure of Beneficial Interests" required pursuant to Section 286.23, Florida Statutes.

## **30. EFFECT OF PARTIAL INVALIDITY**

The invalidity of any provision of this Contract will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Contract is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

## **31. GOVERNING LAW**

It is agreed by and between the parties hereto that this Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

### **32. COUNTERPARTS; FACSIMILE COPY**

This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A facsimile copy of this Contract, including any addendum, attachments, and any written modifications hereof, and any initials or signature thereon shall be deemed an original.

### **33. ENTIRE AGREEMENT**

Upon execution by Seller and Buyer, this Contract shall constitute the entire agreement between the parties, shall supersede any and all prior and contemporaneous written and oral promises, representations, or conditions in respect thereto. All prior negotiations, agreements, memoranda, and writings shall be merged herein. Any changes to be made in this agreement shall only be valid when expressed in writing, acknowledged by the parties, and incorporated herein or attached hereto.

### **34. PARKING GARAGE SPACES**

Buyer represents and warrants to Seller that the Buyer will redevelop the Property as a public parking garage following Closing. The Buyer agrees that certain parking spaces will be reserved for the Seller's use as reflected in Exhibit "C", a general list of certain covenants as between the Parties, which will be subsequently formalized in a Covenants, Restrictions, and Grant of Easement Agreement to be recorded in the Official Records of Pinellas County, Florida ("Official Records") at Closing, as more particularly described below. The physical location of the parking spaces within the garage will be determined at the Buyer's reasonable discretion.

### **35. RIGHT OF FIRST REFUSAL**

Following Closing, if the Buyer receives a bona-fide third-party offer to purchase the Property, the Buyer, within thirty (30) days, must give written notice to the Seller detailing the terms and conditions of the offer, prior to Buyer being able to accept such offer. Seller shall have fifteen (15) days from the date of receipt of said offer to provide the Buyer with written notice of acceptance of the offer, upon the same terms and conditions as set forth therein. If the Seller accepts said offer, Closing shall take place within sixty (60) days from the date of acceptance. If the Seller fails to accept said offer, in writing within the fifteen (15) days provided herein, the Buyer may proceed to sell to said third party in accordance with the terms of the offer. It is the express intent of the parties that the terms and conditions contained in this paragraph shall survive Closing and delivery of the deed and not be incorporated into the deed. At Closing, a memorandum of this right of first refusal shall be recorded in the Official Records.

### **36. COVENANTS, RESTRCITIONS, AND GRANT OF EASEMENTS AGREEMENT**

The Parties have entered into this Agreement for the sole purpose of the CRA constructing



a parking garage on the subject Property. Commercial retail space and operations may be included within the garage structure at the ground level. As a condition to the sale and Closing of the Property, Seller and Buyer are mutually desirous of, and shall enter into a mutually acceptable Covenants, Restrictions, and Grant of Easements Agreement (the "CREA") setting forth the parameters and restrictions under which the subject conveyance will occur, and certain parameters on how the subject Property will be developed, utilized, and maintained (the "Restrictions"). The CREA and Restrictions shall run with the land and be binding on the successors and assigns of the parties hereto unless seller's adjacent parcel ("Seller's Adjacent Parcel", as more particularly described in Exhibit "D" hereto), is sold and not leased back to Seller for a religious use. If Seller's Adjacent Parcel is sold and not leased back to the Seller for a religious use, or if leased back to Seller for a religious use and said lease terminates, the CREA and Restrictions shall automatically terminate in their entirety upon said conveyance, except easements therein that are expressly intended to run with the land in perpetuity. Seller shall, at the request of the Buyer, execute a Release of Covenants, Restrictions, and Grant of Easements Agreement ("Release") reflecting those portions of the CREA to be released, and said Release shall be recorded in the Official Records simultaneous to closing of the sale of Seller's Adjacent Parcel or at such time as Seller's Adjacent Parcel is no longer used for a religious purpose by Seller, whichever is later. Generally, said Restrictions are provided for in Exhibit "C", (attached hereto and incorporated herein). More specifically, the Restrictions shall be memorialized in the CREA, which shall be executed and entered into as a prerequisite to Closing and recorded in the Official Records. The obligations of Buyer and Seller under this Contract are conditioned upon Buyer and Seller agreeing upon the form and content of the CREA. The parties shall use good faith reasonable efforts to negotiate the form of the CREA within forty-five (45) days following the expiration of the Inspection Period. In the event the parties are unable to agree on the form of the CREA on or before the Closing Date, either Buyer or Seller shall have the right to terminate this Agreement whereupon both parties shall be released from further liability hereunder, except those terms and conditions herein that expressly survive termination.

### **37. VACATION OF DIVISION STREET**

The City agrees to cooperate in good faith with Peace as it relates to Peace's request to vacate the alleyway located between the Property and Seller's Adjacent Parcel located at 110 S. Ft. Harrison Avenue, Clearwater ("Division Street"), which vacation shall be a condition of Closing in favor of Seller. The City's agreement to cooperate is not made in its regulatory capacity, and the City makes no representations as to the outcome of the regulatory process required for the requested vacation. The vacation shall be subject to customary easements for City and other utilities presently located in Division Street.

### **38. COOPERATION OF THE CITY OF CLEARWATER.**

The City of Clearwater ("City"), a municipal corporation of the State of Florida, has joined in this Agreement for the sole purpose of reflecting its agreement to cooperate and support the CRA in meeting the obligations and enjoying the benefits, as the case may be, created by Sections 36, 37, and Exhibit "C", and any other provision herein which the CRA may

delegate to the City.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Seller.

Attest:

**Peace Memorial Presbyterian Church  
of Clearwater, Florida, Inc.**

\_\_\_\_\_

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

\_\_\_\_\_

Title: \_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

\_\_\_\_\_

APPROVED BY BUYER & EFFECTIVE this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Countersigned:

**Community Redevelopment Agency of the  
City of Clearwater, Florida**

\_\_\_\_\_  
Frank Hibbard  
Chairperson

By:

\_\_\_\_\_  
Jon Jennings  
Executive Director

Approved as to form:

Attest:

\_\_\_\_\_  
Michael Fuino  
Senior Assistant City Attorney

\_\_\_\_\_  
Rosemarie Call  
City Clerk

JOINED BY AND EFFECTIVE this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Countersigned:

**City of Clearwater, Florida**

\_\_\_\_\_  
Frank Hibbard  
Mayor

By: \_\_\_\_\_  
Jon Jennings  
City Manager

Approved as to form:

Attest:

\_\_\_\_\_  
Laura Mahony  
Senior Assistant City Attorney

\_\_\_\_\_  
Rosemarie Call  
City Clerk

## **EXHIBIT “C”**

1. Permanent Parking without charge. CRA covenants to provide parking spaces within the to-be-built CRA Parking Garage, in locations to be determined by the CRA in its reasonable discretion, as follows:
  - a. Sunday morning worship: 52 Sundays annually, 6 a.m. – 2 p.m. (No less than 125 spaces);
  - b. Staff parking: weekdays, 52 weeks annually, Monday – Friday, 6 a.m. – 10 p.m. (No less than 20 spaces);
  - c. Holy Days traditionally observed in the Liturgical Year:
    - i. Annual (varying) dates, depending on the date of Easter Sunday:
      1. Ash Wednesday: February or March TBD (No less than 75 spaces 11:30 a.m. – 9 p.m.);
      2. Maundy Thursday: last Thursday before Easter (No less than 75 spaces 11:30 a.m. – 9 p.m.);
      3. Good Friday (last Friday before Easter) (No less than 75 spaces 11:30 a.m. – 9 p.m.);
  - d. Christmas Eve, December 24 (No less than 125 spaces, Noon – 12:00 a.m.);
  - e. Concert Dates, Second Sundays October – March (No less than 125 spaces from 2 p.m. – 5 p.m.)
2. Temporary Parking. CRA will ensure availability of temporary parking spaces as follows:
  - a. Peace will be permitted to utilize the Property (existing parking) for parking purposes until such time as the CRA begins actual and continuous construction and requires sole use and control of the Property. Peace shall indemnify the CRA and the City for liability resulting from Peace's use.
  - b. Once Peace can no longer use the Property, the CRA will ensure the availability of temporary parking within 112 S. Osceola Ave. (the “City Hall Lot”), 301 Pierce St. (the “CMA Lot”), 28 N. Garden Ave. (the “Garden Ave. Lot”), and/or 640 Pierce St. (the “MSB Lot”) as follows:
    - i. Sunday morning worship: 52 Sundays annually, 6 a.m. – 2 p.m. (No less than 125 spaces);
    - ii. Staff parking: weekdays, 52 weeks annually, Monday – Friday, 6 a.m. – 10 p.m. (No less than 20 spaces);
    - iii. Holy Days traditionally observed in the Liturgical Year:
      1. Annual (varying) dates, depending on Easter Sunday:
        - a. Ash Wednesday: February or March TBD (No less than 75 spaces 11:30 a.m. – 9 p.m.);
        - b. Maundy Thursday: last Thursday before Easter (No less than 75 spaces 11:30 a.m. – 9 p.m.);

- c. Good Friday (last Friday before Easter) (No less than 75 spaces 11:30 a.m. – 9 p.m.);
    - iv. Christmas Eve, December 24 (No less than 125 spaces, Noon – 12:00 a.m.);
    - v. Concert Dates, Second Sundays October – March (No less than 125 spaces from 2 p.m. – 5 p.m.)
  - c. Should the construction of the garage exceed a period of two (2) years from the date Seller is required to vacate its temporary parking rights on the Property, and Seller is not accommodated within the lots enumerated above in 2(b), the Buyer shall provide an alternative parking location meeting the requirements set forth above, and if said location is a distance further than .3 miles (equidistant from Peace to the Garden Ave. Lot or MSB Lot), the Buyer will provide for a valet service to shuttle parishioners to and from the Seller's Adjacent Parcel during the enumerated times or such reduced times as may be agreed upon between the Parties.
- 3. CRA Covenants. CRA covenants as follows:
  - a. The ground floor commercial spaces within the garage shall be leased or otherwise occupied by commercial for-profit entities, unless otherwise consented to by Seller, which consent shall not be unreasonably withheld, and the following uses shall be prohibited:
    - i. Any adult bookstore or other establishment selling or exhibiting pornographic materials;
    - ii. Any establishment selling or exhibiting merchandise or paraphernalia related to the use or production of illicit drugs;
    - iii. Liquor stores or bars (alcohol may be served in bona fide restaurants);
    - iv. Tattoo parlors;
    - v. CBD or marijuana dispensaries;
    - vi. Hookah lounges;
    - vii. Gaming or betting facilities.
  - b. These restrictions apply only as may be permitted by law.
  - c. The CRA shall not convey or transfer any interest in the Property until such time that the Garage is fully constructed and operational and available for use by Peace pursuant to the CREA, except for lease or transfer for any commercial uses within the garage as contemplated.
  - d. Construction Parameters.
    - i. Subject to the requirements of the Agreement and this Exhibit, the CRA shall retain ultimate decision making, follow applicable regulatory processes, and defer to CRA or City Council decision making, as applicable, however, Peace shall have the opportunity to present its preferences to the CRA for consideration. Notwithstanding the foregoing, the garage design shall be in keeping with the Mediterranean style and original color palette of the historic 1921 sanctuary Seller's Adjacent Parcel.

- ii. Seller's existing chiller on the Property ("Chiller") may be moved at CRA expense to a temporary location during the construction of the garage. If Seller is not able to connect to the County chilling system, at Seller expense, then it is anticipated that the CRA would place the Chiller on the roof of the garage or accommodate it at another location secured by the CRA – in close proximity, at CRA expense, without interruption of Peace's cooling capacity or service.

4. Easements. The Parties shall grant mutual easements as follows:

- a. Easement in favor of CRA to construct, own and maintain "Covered Walkway" in a location mutually agreeable to the Parties. This easement shall survive until such time as the walkway is removed because Seller's Adjacent Parcel is no longer used for a religious use by Seller.
- b. Ingress, Egress (pedestrian and vehicular) and Parking Easement in favor of Peace on the Property.
- c. A Pedestrian ingress, egress easement through the alley in favor of the Public. A vehicular ingress, egress easement through the alley in favor of the City and CRA for purposes of repair and maintenance to the garage. The Parties acknowledge that the entrance to/exit from the garage will *not* be located on the East/alley side of the Property.
- d. Those certain reservation of easements and grant of easements, and any other conditions necessitated by the vacation of Division Street as provided for in Section 37, above, and the related City Ordinance.