

EXECUTIVE SUMMARY

Recommendation that the Board of County Commissioners, acting as the Community Redevelopment Agency Board (CRA), approve a Purchase Agreement with Catholic Charities Diocese of Venice, Inc., to convey 1.96 acres of CRA owned property in the Immokalee Community Redevelopment Area. Purchase Price is \$600,000.

OBJECTIVE: To sell of a vacant lot in the Immokalee Community Redevelopment Area (ICRA) to further implement the redevelopment plan.

CONSIDERATIONS: On March 23, 2010, Item No. 14 B, the Board of County Commissioners acting as the Collier County Community Redevelopment Agency Board (CRA), approved the purchase of a 1.96 acre vacant lot at the corner of South 9th Street and Boston Avenue to create the 9th Street Plaza as identified in the 2010 Public Realm Plan. The lot does not have a site address but is identified as Folio No. 00122840009. This lot is no longer needed by the CRA.

On May 24, 2022, the CRA directed staff to give at least 30 days public notice of its intent to sell, lease, or otherwise transfer approximately 1.96 acres of CRA-owned property at the corner of South 9th Street and W. Main Street in the Immokalee Community Redevelopment Area in accordance with Section 163.380, Florida Statutes.

The notice soliciting proposals from any party/parties interested in the purchase and development of the 1.96 parcel was published on May 27, 2022. The deadline to submit proposals was June 27, 2022. No additional proposals were received.

On July 12, 2022, the Board authorized staff to obtain an appraisal and to negotiate a Purchase Agreement with Catholic Charities of Venice, Inc (Purchaser). The proposed Purchase Agreement will, at a minimum, determine final purchase price, milestones related to development, and the reverter clause.

On August 22, 2022, the County received the appraisal from Carlson Norris with an appraised value of \$640,000. The Purchaser provided an updated appraisal dated August 13, 2022 completed by Carroll & Carroll with an appraised value of \$545,000. Collier County Division of Real Property reviewed the two appraisals and provided two options: taking the average of the two appraisals - \$593,000 or disposing the property according to 163.380(2) Florida Statute:

Such real property or interest shall be sold, leased, otherwise transferred, or retained at a value determined to be in the public interest for uses in accordance with the community redevelopment plan and in accordance with such reasonable disposal procedures as any county, municipality, or community redevelopment agency may prescribe. In determining the value of real property as being in the public interest for uses in accordance with the community redevelopment plan, the county, municipality, or community redevelopment agency shall take into account and give consideration to the long-term benefits to be achieved by the county, municipality, or community redevelopment agency resulting from incurring short-term losses or costs in the disposal of such real property; the uses provided in such plan; the restrictions upon, and the covenants, conditions, and obligations assumed by, the purchaser or lessee or by the county, municipality, or community redevelopment agency retaining the property; and the objectives of such plan for the prevention of the recurrence of slum or blighted areas. In the event the value of such real property being disposed of is for less than the fair value, such disposition shall require the approval of the governing body, which approval may only be given following a duly noticed public hearing. The county, municipality, or community redevelopment agency may provide in any instrument of conveyance to a private purchaser or lessee that such purchaser or lessee is without power to sell, lease, or otherwise transfer the real property without the prior written consent of the county, municipality, or community redevelopment agency until the purchaser or lessee has completed the construction of any or all improvements which he or she has

04/11/2023

obligated himself or herself to construct thereon. Real property acquired by the county, municipality, or community redevelopment agency which, in accordance with the provisions of the community redevelopment plan, is to be transferred shall be transferred as rapidly as feasible in the public interest, consistent with the carrying out of the provisions of the community redevelopment plan. Any contract for such transfer and the community redevelopment plan, or such part or parts of such contract or plan as the county, municipality, or community redevelopment agency may determine, may be recorded in the land records of the clerk of the circuit court in such manner as to afford actual or constructive notice thereof.

The Purchase Agreement was negotiated using the average of the two appraisals and includes the following terms:

Purchase Price - \$600,000 plus closing costs

Closing Date - 45 Days after inspection Period can be extended if both parties agree.

Inspection Period - 90 days. Opportunity to cure the issue or cancel the agreement

Conditions to closing:

Clear Title

Milestones:

- Within 180 days from closing - purchaser to file rezone petition for the 1.96 acres - to include construction of Catholic Community Center, Catholic Clinic and related medical offices, retail and/or commercial space. Consistent with concept plan.
- Within 30 days of effective date. Provide timeline for each Phase of the construction project.
- Within 6 years of the approved zoning - the development on the 1.96 acres will be substantially completed. (Certificate of Occupancy received for all buildings).
- Purchaser can request in writing extension to deadline. County Manager can grant extensions up to 180 days. After the 180 days cumulative extensions, it would require CRA approval. CRA could impose penalty of \$200 per day for each missed deadline in excess of 6 months.

Reverter:

Failure to meet deadlines. Seller shall provide written notice of failure to meet the deadlines. CRA may purchase the property back for purchase price (\$600,000) plus the cost of improvements at the fair market price of the improvements as determined by independent appraiser. Or the fair market price of land and improvements as determined by independent appraiser.

Total cost to remove an existing tower and fence and maintain the property over the past 12 years is estimated at \$73,640.

FISCAL IMPACT: The site was purchased in 2010 for \$232,500 plus closing cost. Demolition and maintenance costs for the property since acquisition have totaled approximately \$73,640. The disposition of the site would provide additional revenue to the Immokalee CRA Capital Fund (786) to fund other priorities and eliminate the need for ongoing maintenance of the property.

GROWTH MANAGEMENT IMPACT: The property may need to be rezoned to a Planned Unit Development to accommodate the proposed development.

ADVISORY COMMITTEE RECOMMENDATIONS: At the March 23, 2022, Advisory Board meeting, the Advisory Board voted 8-0 to recommend acceptance of the Letter of Intent. The Advisory Board met on June 30, 2022 to review the outcome of the notice and voted 8-0 to recommend to accept the proposal and negotiate the purchase agreement.

LEGAL CONSIDERATIONS: This item is approved as to form and legality and requires majority vote for approval. - RTT

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RECOMMENDATION: The Board of County Commissioners, acting as the Community Redevelopment Agency Board (CRA), approve a Purchase Agreement with Catholic Charities Diocese of Venice, Inc., to convey 1.96 acres of CRA owned property in the Immokalee Community Redevelopment Area.

Prepared by: Debrah Forester, CRA Director

ATTACHMENT(S)

1. Catholic Charities Conceptual Master Plan (PDF)
2. Purchase Agreement CAO Approved CC signed (PDF)
3. Location Map (PDF)
4. [Linked] Carlson Norris Appraisal for Collier County August 22-2022 (PDF)
5. [Linked] Carroll and Carroll Appraisal for Catholic Charities August 30 2022 (PDF)

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COLLIER COUNTY
Board of County Commissioners

Item Number: 16.B.1**Doc ID:** 25059

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Meeting Date: 04/11/2023**Prepared by:**

Title: CRA Division Director – Corporate Business Operations

Name: Debrah Forester

03/28/2023 9:30 AM

Submitted by:

Title: CRA Division Director – Corporate Business Operations

Name: Debrah Forester

03/28/2023 9:30 AM

Approved By:**Review:**

Corporate Business Operations	Jennifer Reynolds	Stage 1 Review	Completed	03/28/2023 9:48 AM
Tourism	Debrah Forester	Stage 1 Review	Skipped	03/28/2023 9:59 AM
Corporate Business Operations	Debrah Forester	Director - CRAs	Completed	03/28/2023 10:04 AM
Facilities Management	Jennifer Belpedio	Additional Reviewer	Completed	03/29/2023 12:17 PM
County Attorney's Office	Ronald Tomasko	Level 2 Attorney of Record Review	Completed	03/30/2023 11:01 AM
Office of Management and Budget	Debra Windsor	Level 3 OMB Gatekeeper Review	Completed	03/30/2023 12:38 PM
Corporate Compliance and Continuous Improvement	Megan Gaillard		Additional Reviewer	Completed 04/01/2023 7:44 PM
County Attorney's Office	Jeffrey A. Klatzkow	Level 3 County Attorney's Office Review	Completed	04/03/2023 9:01 AM
Office of Management and Budget	Christopher Johnson	Additional Reviewer	Completed	04/03/2023 4:13 PM
County Manager's Office	Dan Rodriguez	Level 4 County Manager Review	Completed	04/04/2023 9:52 AM
Board of County Commissioners	Geoffrey Willig	Meeting	Pending	04/11/2023 9:00 AM

CATHOLIC CHARITIES DIOCESE OF VENICE
IMMOKALEE CONCEPT PLAN (PHASE I OUTLINED IN RED)

IMMOKALEE COMMUNITY CENTER



PLANNING NOTES

- property area 6.94 acres
- affordable housing - 50 units shown - potential for residential over retail or clinic
- retail space 10,300 sf
- community center 28,000 sf on 1st and 2nd floors
- clinic 25,000 sf on second floor
- parking 86 onstreet spaces
- 100 off street spaces
- 186 TOTAL**

Storm water management will likely take up 20 - 25% of the site area. Required area can be reduced by using stormwater vaults under parking areas and by using permeable pavers and otherwise reducing impermeable area.

Onstreet parking could be increased by 40 - 50 spaces with purchase of remaining properties within the block.

Existing mature trees at the NE corner and center of site are amazing and should be retained if at all possible.

Built portions of site may need to be raised 24 - 48 inches above current grade.

Surface storm water management areas can be an amenity for the community. A well-designed filter marsh, planted with native species can be beautiful and educational.

Increased building area and residential density will require increased off-street parking. Increased parking will require less of open space, park under buildings or structured parking (parking garage)

LEGEND

1. affordable housing - three stories
2. retail / incubator businesses - one story
3. community center - two stories
choice pantry
soup kitchen
thrft store
catholic charities offices
community rooms
adult classes
4. clinic - one story over parking
exam rooms
non-emergency
mental health
prevention
dental
5. stormwater management
6. filter marsh
7. nature preserve
8. public plaza
9. onstreet parallel parking
10. onstreet angle parking
11. playground
12. off-street parking
13. service yard

SITE PLAN

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made and entered into by and between **COLLIER COUNTY COMMUNITY REDEVELOPMENT AGENCY**, its successors and assigns, whose mailing address is 3299 Tamiami Trail E., Naples, FL 34112 (hereinafter referred to as "Seller"), and **CATHOLIC CHARITIES OF DIOCESE OF VENICE, INC.**, a non-profit Florida corporation, its successors and assigns, whose mailing address is 1000 Pinebrook Road, Venice, Florida 34285, (hereinafter referred to as "Purchaser").

WITNESSETH

WHEREAS, Seller is the owner of a certain parcel of real property (hereinafter referred to as "Property"), located in Collier County, State of Florida, and being more particularly described in Exhibit "A", attached hereto and made a part hereof by reference.

WHEREAS, Purchaser is desirous of purchasing the Property, subject to the conditions and other agreements hereinafter set forth, and Seller is agreeable to such sale and to such conditions and agreements. Property is being sold "as is".

WHEREAS, Purchaser desires to construct a Catholic community center, a Catholic clinic and related medical offices, and/or retail/commercial space on the Property ("Project") on the Property to benefit the community.

NOW, THEREFORE, and for and in consideration of the premises and the respective undertakings of the parties hereinafter set forth and the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

I. AGREEMENT

1.01 In consideration of the purchase price and upon the terms and conditions hereinafter set forth, Seller shall sell to Purchaser and Purchaser shall purchase from Seller the Property, described in Exhibit "A". Property is being sold "as is".

II. PAYMENT OF PURCHASE PRICE

2.01 The purchase price (the "Purchase Price") for the Property shall be SIX HUNDRED THOUSAND and no/100 Dollars (\$600,000), (U.S. Currency) payable by wire transfer (said transaction hereinafter referred to as the "Closing"). Said payment shall be full compensation for the Property conveyed. This is a cash transaction with no contingencies for financing.

2.02 Purchaser shall deliver a deposit of FOUR THOUSAND FIVE HUNDRED and no/100 Dollars (\$4,500) together with this Agreement signed by Purchaser. The deposit will be held in escrow by The Clerk of the Circuit Court and Comptroller Collier County, Florida as the Clerk to the Board ("Escrow Agent") subject to clearance. Escrow Agent's address is 3315 Tamiami Trail East, Naples, FL 34112-5324; Phone: (239) 252-2646.

III. CLOSING

3.01 The Closing (THE "CLOSING DATE", "DATE OF CLOSING", OR "CLOSING") of the transaction shall be held on or before forty-five (45) days following expiration of the Inspection Period, as hereinafter set forth, unless extended by the parties hereto in writing. The procedure to be followed by the parties in connection with the Closing shall be as follows:

3.011 Seller shall convey a marketable title free of any liens, encumbrances, exceptions, or qualifications. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar and in accordance with law. At the Closing, the Seller shall cause to be delivered to the Purchaser the items specified herein and the following documents and instruments duly executed and acknowledged, in recordable form:

3.0111 Statutory Deed in favor of Purchaser conveying title to the Property, free and clear of all liens and encumbrances other than:

- (a) The lien for current taxes and assessments.
- (b) Such other easements, restrictions, or conditions of record.

3.0112 Combined Purchaser-Seller closing statement.

3.0113 A "Gap," Tax Proration, Owner's and Non-Foreign Affidavit," as required by Section 1445 of the Internal Revenue Code and as required by the title insurance underwriter in order to insure the "gap" and issue the policy contemplated by the title insurance commitment.

3.012 At the Closing, the Purchaser, or its assignee, shall cause to be delivered to the Seller the following:

3.0121 A negotiable instrument, by the way of a wire transfer, in an amount equal to the Purchase Price. No funds shall be disbursed to Seller until the Title Company verifies that the state of the title to the Property has not changed adversely since the date of the last endorsement to the commitment, referenced in Section 4.011 thereto, and the Title Company is irrevocably committed to pay the Purchase Price to Seller and to issue the Owner's title policy to Purchaser in accordance with the commitment immediately after the recording of the deed.

3.0122 Funds payable to the Seller representing the cash payment due at Closing in accordance with Article III hereof, shall be subject to adjustment for prorations as hereinafter set forth.

3.02 The cost of the Owner's Form B Title Policy, issued pursuant to the Commitment provided for in Section 4.011 below, shall be paid by Purchaser. The cost of the title commitment shall also be paid by Purchaser.

3.03 Purchaser at its sole cost and expense, shall pay at Closing all documentary stamp taxes due relating to the recording of the Statutory Deed, in accordance with Chapter 201.01, Florida Statutes.

3.04 Purchaser shall pay for the cost of recording the Statutory Deed and Agreement.

3.05 The cost of recording any instruments necessary to clear Seller's title to the Property will be paid by Seller.

3.06 Each party shall be responsible for payment of its own attorney's fees, if any.

IV. REQUIREMENTS AND CONDITIONS

4.01 Upon execution of this Agreement by both parties or at such other time as specified within this Article, Purchaser and/or Seller, as the case may be, shall perform the following within the times stated, which shall be conditions precedent to the Closing;

4.011 Within fifteen (15) days after the date hereof, Purchaser shall obtain as evidence of title an ALTA Commitment for an Owner's Title Insurance Policy (ALTA Form B-1970) covering the Property, together with hard copies of all exceptions shown thereon. Purchaser shall have thirty (30) days, following receipt of the title insurance commitment, to notify Seller in writing of any objection to title other than liens evidencing monetary obligations, if any, which obligations shall be paid at closing. If the title commitment contains exceptions that make the title unmarketable, Purchaser shall deliver to the Seller written notice of its intention to waive the applicable contingencies or to terminate this Agreement.

4.012 If Purchaser shall fail to advise the Seller in writing of any such objections in Seller's title in the manner herein required by this Agreement, the title shall be deemed acceptable. Upon notification of Purchaser's objection to title, Seller shall have thirty (30) days to remedy any defects in order to convey good and marketable title, except for liens or monetary obligations which will be satisfied at Closing. Seller, at its sole expense, shall use its best efforts to make such title good and marketable. In the event Seller is unable to cure said objections within said time period, Purchaser, by providing written notice to Seller within seven (7) days after expiration of said thirty (30) day period, may accept title as it then is, waiving any objection; or Purchaser may terminate the Agreement. A failure by Purchaser to give such written notice of termination within the time period provided herein shall be deemed an election by Purchaser to accept the exceptions to title as shown in the title commitment.

4.013 Purchaser shall have the option, at its own expense, to obtain a current survey of the Property prepared by a surveyor licensed by the State of Florida. No adjustments to the Purchase Price shall be made based upon any change to the total acreage referenced in Exhibit "A", if any. Seller agrees to furnish any existing surveys of the Property, if any, to Purchaser within five (5) days of execution of this Agreement.

Attachment: Purchase Agreement CAO Approved CC signed (25059 : Immokalee CRA Purchase Agreement)

V. INSPECTION PERIOD

5.01 Purchaser shall have ninety (90) days from the date of this Agreement, ("Inspection Period"), to determine through appropriate investigation that:

- 1. Soil tests and engineering studies indicate that the Property can be developed without any abnormal demucking, soil stabilization or foundations.
- 2. There are no abnormal drainage or environmental requirements to the development of the Property.
- 3. The Property is in compliance with all applicable State and Federal environmental laws and the Property is free from any pollution or contamination.
- 4. The Property can be utilized for its intended purpose.

5.02 If Purchaser is not satisfied, for any reason whatsoever, with the results of any investigation, Purchaser shall deliver to Seller prior to the expiration of the Inspection Period, written notice of its intention to waive the applicable contingencies or to terminate this Agreement. If Purchaser fails to notify the Seller in writing of its specific objections as provided herein within the Inspection Period, it shall be deemed that the Purchaser is satisfied with the results of its investigations and the contingencies of this Article V shall be deemed waived. In the event Purchaser elects to terminate this Agreement because of the right of inspection, Purchaser shall deliver to Seller copies of all engineering reports and environmental and soil testing results commissioned by Purchaser with respect to the Property.

5.03 Purchaser and its agents, employees and servants shall, at their own risk and expense, have the right to go upon the Property for the purpose of surveying and conducting site analyses, soil borings and all other necessary investigation. Purchaser shall, in performing such tests, use due care and shall indemnify Seller on account of any loss or damages occasioned thereby and against any claim made against Seller as a result of Purchaser's entry. Seller shall be notified by Purchaser no less than twenty four (24) hours prior to said inspection of the Property.

VI. INSPECTION

6.01 Seller acknowledges that the Purchaser, or its authorized agents, shall have the right to inspect the Property at any time prior to the Closing.

VII. POSSESSION

7.01 Purchaser shall be entitled to full possession of the Property at Closing.

VIII. PRORATIONS

8.01 Ad valorem and Non-Ad Valorem property taxes shall be prorated between Seller and Purchaser on a 365-day calendar or fiscal year, as appropriate, and shall be based on the current year's tax. If Closing occurs at a date which the current year's tax is not fixed, taxes will be prorated based upon such prior year's tax. In determining prorations, the closing date shall be allocated to Purchaser. Since both parties to this Agreement are not subject to taxes, prorations are not applicable at Closing.

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IX. TERMINATION AND REMEDIES

9.01 If Seller shall have failed to perform any of the covenants and/or agreements contained herein which are to be performed by Seller, within ten (10) days of written notification of such failure, Purchaser may, at its option, terminate this Agreement by giving written notice of termination to Seller and the deposit shall be refunded to the Purchaser.

9.02 If the Purchaser has not terminated this Agreement pursuant to any of the provisions authorizing such termination, and Purchaser fails to close the transaction contemplated hereby or otherwise fails to perform any of the terms, covenants and conditions of this Agreement as required on the part of Purchaser to be performed, provided Seller is not in default, then as Seller's sole remedy the deposit shall become non-refundable to the Purchaser. If Purchaser terminates for any reason except where Seller is in default, the deposit shall become non-refundable to Purchaser.

9.03 Should any litigation or other action be commenced between the parties concerning the Property or this Agreement, the party prevailing in such litigation or other action shall be entitled, in addition to such relief as may be granted, to a reasonable sum for its attorney's fees, paralegal charges and all fees and costs for appellate proceedings in such litigation or other action; which sum may be determined by the court or in a separate action brought for that purpose.

9.04 The parties acknowledge that the remedies described herein and in the other provisions of this Agreement provide mutually satisfactory and sufficient remedies to each of the parties and take into account the peculiar risks and expenses of each of the parties.

X. SELLER'S AND PURCHASER'S REPRESENTATIONS AND WARRANTIES

10.01 Seller and Purchaser represent and warrant the following:

10.011 Seller and Purchaser have full right and authority to enter into and to execute this Agreement and to undertake all actions and to perform all tasks required of each hereunder. Seller is not presently the subject of a pending, threatened or contemplated bankruptcy proceeding.

10.012 Seller has full right, power, and authority to own and operate the Property, and to execute, deliver, and perform its obligations under this Agreement and the instruments executed in connection herewith, and to consummate the transaction contemplated hereby. All necessary authorizations and approvals have been obtained authorizing Seller and Purchaser to execute and consummate the transaction contemplated hereby. At Closing, certified copies of such approvals shall be delivered to Purchaser and/or Seller, if necessary.

10.013 The warranties set forth in this Article shall be true on the date of this Agreement and as of the date of Closing. Purchaser's acceptance of a deed to the said Property shall not be deemed to be full performance and discharge of every agreement and obligation on the part of the Seller to be performed pursuant to the provisions of this Agreement.

10.014 Seller represents that it has no knowledge of any actions, suits, claims, proceedings, litigation or investigations pending or threatened against Seller, at law, equity or in arbitration before or by any federal, state, municipal or other governmental instrumentality that relate to this agreement or any other property that could, if continued, adversely affect Seller's ability to sell the Property to Purchaser according to the terms of this Agreement.

10.015 No party or person other than Purchaser has any right or option to acquire the Property or any portion thereof.

10.016 Until the date fixed for Closing, so long as this Agreement remains in force and effect, Seller shall not encumber or convey any portion of the Property or any rights therein, nor enter into any agreements granting any person or entity any rights with respect to the Property or any part thereof, without first obtaining the written consent of Purchaser to such conveyance, encumbrance, or agreement which consent may be withheld by Purchaser for any reason whatsoever.

10.017 Seller represents that there are no incinerators, septic tanks or cesspools on the Property; all waste, if any, is discharged into a public sanitary sewer system; Seller represents that they have (it has) no knowledge that any pollutants are or have been discharged from the Property, directly or indirectly into any body of water. Seller represents the Property has not been used for the production, handling, storage, transportation, manufacture or disposal of hazardous or toxic substances or wastes, as such terms are defined in applicable laws and regulations, or any other activity that would have toxic results, and no such hazardous or toxic substances are currently used in connection with the operation of the Property, and there is no proceeding or inquiry by any authority with respect thereto. Seller represents that they have (it has) no knowledge that there is ground water contamination on the Property or potential of ground water contamination from neighboring properties. Seller represents no storage tanks for gasoline or any other substances are or were located on the Property at any time during or prior to Seller's ownership thereof. Seller represents none of the Property has been used as a sanitary landfill.

10.018 Seller has no knowledge that the Property and Seller's operations concerning the Property are in violation of any applicable Federal, State or local statute, law or regulation, or of any notice from any governmental body has been served upon Seller claiming any violation of any law, ordinance, code or regulation or requiring or calling attention to the need for any work, repairs, construction, alterations or installation on or in connection with the Property in order to comply with any laws, ordinances, codes or regulation with which Seller has not complied.

10.019 There are no unrecorded restrictions, easements or rights of way (other than existing zoning regulations) that restrict or affect the use of the Property, and there are no maintenance, construction, advertising, management, leasing, employment, service or other contracts affecting the Property.

10.020 Seller has no knowledge that there are any suits, actions or arbitration, bond issuances or proposals therefore, proposals for public improvement assessments, pay-back agreements, paving agreements, road expansion or improvement agreements, utility moratoriums, use moratoriums, improvement moratoriums, administrative or other proceedings or governmental investigations or requirements, formal or informal, existing or pending or threatened which affects the Property or which adversely affects Seller's ability to perform hereunder; nor is there any other charge or expense upon or related to the Property which has not been disclosed to Purchaser in writing prior to the effective date of this Agreement.

10.021 Seller acknowledges and agrees that Purchaser is entering into this Agreement based upon Seller's representations stated above and on the understanding that Seller will not cause the zoning or physical condition of the Property to change from its existing state on the effective date of this Agreement up to and including the Date of Closing. Therefore, Seller agrees not to enter into any contracts or agreements pertaining to or affecting the Property and not to do any act or omit to perform any act which would change the zoning or physical condition of the Property or the governmental ordinances or laws governing same. Seller also agrees to notify Purchaser promptly of any change in the facts contained in the foregoing representations and of any notice or proposed change in the zoning, or any other action or notice, that may be proposed or promulgated by any third parties or any governmental authorities having jurisdiction of the development of the property which may restrict or change any other condition of the Property.

10.022 At the Closing, Seller shall deliver to Purchaser a statement (hereinafter called the "Closing Representative Statement") reasserting the foregoing representations as of the Date of Closing, which provisions shall survive the Closing.

10.023 Any loss and/or damage to the Property between the date of this Agreement and the date of Closing shall be Seller's sole risk and expense.

XI. NOTICES

11.01 Any notice, request, demand, instruction or other communication to be given to either party hereunder shall be in writing, sent by registered, or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Seller: Real Property Management
 Facilities Management Building
 3335 Tamiami Trail East, Suite 101
 Naples, Florida 34112-5356

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With a copy to: Jeffrey A. Klatzkow, County Attorney
Office of the County Attorney
Administration Building
3299 Tamiami Trail East, Suite 800
Naples, Florida 34112-5749

If to Purchaser: Dr. Volodymyr Smeryk, Chancellor
Catholic Charities Diocese of Venice, Inc.
1000 Pinewood Road
Venice, Florida 34285

With a copy to: Eduardo Gloria, CEO
Catholic Charities Diocese of Venice, Inc.
1000 Pinewood Road
Venice, Florida 34285

11.02 The addressees and addresses for the purpose of this Article may be changed by either party by giving written notice of such change to the other party in the manner provided herein. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last addressee and respective address stated herein shall be deemed to continue in effect for all purposes.

XII. REAL ESTATE BROKERS

12.01 Purchaser and Seller each warrant to the other that such party has not engaged any broker or agent in regard to this Agreement. Each party agrees to indemnify and hold harmless the other party against and from any liability, loss, cost, damage or expense (including attorneys' fees and costs of litigation) that the other shall suffer or incur as the result of any claim by any agent or broker, whether or not meritorious, for any fee, commission or other compensation arising from his, her or its actions with respect to this Agreement, the Property or the sale contemplated hereby at Closing.

XIII MILESTONES FOR CONSTRUCTION AND REVERTER

13.01 Purchaser shall perform the following within the times stated, which shall be conditions that survive after the Closing:

13.011 Within 180 days of Closing, Purchaser will file with the County an application to rezone the Property to allow for Purchaser's intended use of the Property, which at least will include construction of a Catholic community center, a Catholic clinic and related medical offices, and/or retail/commercial space on the Property in accordance with The Conceptual Master Plan set forth in Exhibit "B". Services will be provided to persons of all faiths. Within 30 days of the Effective Date, Developer agrees to provide a timeline of the anticipated schedule for each Phase of construction of the Project and will provide the Seller with any significant changes to such schedule. Purchaser shall diligently pursue said construction of the Project to completion subject to delays beyond the exclusive control of the Purchaser such as hurricanes, industry wide workforce/supply limitations, global

pandemics, failure of local utility provider to work cooperatively with Purchaser to timely relocate power lines and utility lines to accommodate the Project.

13.012 Within 6 years of approval of the rezone application by the Board of County Commissioners and adoption of the rezone ordinance, the Purchaser shall substantially complete construction of the Project. For purposes of this Agreement, substantial completion means all of the Project's principal buildings on Property that have received a certificate of occupancy.

13.02 The County Manager or designee is authorized to grant extensions to deadlines as set forth above in 13.01 for up to 180 days cumulative. Thereafter, the Board of County Commissioners may grant additional extensions in their discretion. In order to be eligible for an extension of a deadline, Purchaser shall submit a written request to the County's Real Property Manager prior to the expiration of the subject deadline. The written request must include the deadline Purchaser is seeking to extend, the cause(s) of the delay, the reason(s) needed for the extension, and a proposed new deadline date along with back-up materials or documents supporting the request. The Board of County Commissioners may impose a contractual penalty of \$200per day for each missed deadline as set forth in this Agreement in excess of 6 months.

13.03 Upon request by Purchaser, Seller hereby agrees to consent to and join in if such joinder is required, on to any application or applicable documentation required to be submitted to the appropriate governmental authorities or other third parties in connection with the Property and the Project, provided that all out-of-pocket costs, expenses and/or fees associated with obtaining approvals necessary for the full development of the Property, shall be borne by the Purchaser.

13.04 If Purchaser fails to meet the timeline set forth 13.012 above including any extensions, the Seller shall provide written notice to the Purchaser of the failure to meet the timeline. If the timeline is not cured within 60 days, the Seller at its option may elect to purchase the Property at the lesser of (1) the Purchase Price set forth in Paragraph 2.01 plus the cost of the improvements at the fair market of the improvements as determined by an independent appraiser agreed to by the Parties, or (2) the fair market value of the land and improvements determined by an independent appraiser agreed to by the Parties. Neither Party may unreasonably withhold consent to the selection of an independent appraiser. The option to Purchase may be exercised by Seller by providing a second written notice to Purchaser of such election. Closing will occur within 90 days of the date of Purchaser's receipt of the second written notice. Conveyance will be by Warranty Deed free and clear of all liens and encumbrances.

13.05 If Purchaser elects to sell any parcels within the Project at any time after Closing, the County will have the right of first refusal to purchase the parcels on the same terms and conditions as a third party purchaser.

13.06 Notwithstanding anything stated herein to the contrary, this Section XIII does not apply to any other real property owned by Purchaser and located in Collier County, Florida.

Attachment: Purchase Agreement CAO Approved CC signed (25059 : Immokalee CRA Purchase Agreement)

XIV. MISCELLANEOUS

14.01 This Agreement may be executed in any manner of counterparts which together shall constitute the agreement of the parties.

14.02 This Agreement and the terms and provisions hereof shall be effective as of the date this Agreement is executed by both parties and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors, successor trustee, and assignees whenever the context so requires or admits.

14.03 Any amendment to this Agreement shall not bind any of the parties hereof unless such amendment is in writing and executed and dated by Purchaser and Seller. Any amendment to this Agreement shall be binding upon Purchaser and Seller as soon as it has been executed by both parties.

14.04 Captions and section headings contained in this Agreement are for convenience and reference only; in no way do they define, describe, extend or limit the scope or intent of this Agreement or any provisions hereof.

14.05 All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

14.06 No waiver of any provision of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted, and any waiver of any provision of this Agreement shall be applicable only to the specific instance to which it is related and shall not be deemed to be a continuing or future waiver as to such provision or a waiver as to any other provision.

14.07 If any date specified in this Agreement falls on a Saturday, Sunday or legal holiday, then the date to which such reference is made shall be extended to the next succeeding business day.

14.08 Purchaser is aware of and understands that the "offer" to sell represented by this Agreement is subject to acceptance and approval by the Board of County Commissioners of Collier County, Florida.

14.09 Purchaser acknowledges that there shall be covenants that run with the lands of the Property that will be fully binding on any successors, heirs, and assigns of Purchaser who may acquire any right, title, or interest in or to the property. Such covenants include the requirements set forth in Section XIII, Milestones for Development and Reverter, which shall be incorporated into the Statutory Deed at Closing.

14.10 This Agreement is governed and construed in accordance with the laws of the State of Florida.

Attachment: Purchase Agreement CAO Approved CC signed (25059 : Immokalee CRA Purchase Agreement)

XV. ENTIRE AGREEMENT

15.01 This Agreement and the exhibits attached hereto contain the entire agreement between the parties, and no promise, representation, warranty or covenant not included in this Agreement or any such referenced agreements has been or is being relied upon by either party. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed and dated by both Purchaser and Seller. Time is of the essence of this Agreement.

This paragraph should not be necessary as the Property is subject to the County's zoning, use restrictions and comprehensive land development/redevelopment plan.

IN WITNESS WHEREOF, the parties hereto have signed below.

Date Property conveyance approved by BCC/CRA:

AS TO SELLER:

DATED: _____

ATTEST:
CRYSTAL K. KINZEL, Clerk

COLLIER COUNTY COMMUNITY
REDEVELOPMENT AGENCY

, Deputy Clerk

BY: _____
, Chairman

AS TO PURCHASER:

DATED: 03/28/2023

CATHOLIC CHARITIES DIOCESE OF
VENICE, INC., a non-profit Florida
corporation

Clint Branam
Witness (Signature)

Name: Clint Branam
(Print or Type)

By: Eduardo Gloria
Eduardo Gloria, as CEO

Robert Wildermuth
Witness (Signature)

Name: Rob Wildermuth
(Print or Type)

Approved as to form and legality:

Ronald T. Tomasko,
Assistant County Attorney

RJJ
03/23/2023

Attachment: Purchase Agreement CAO Approved CC signed (25059 : Immokalee CRA Purchase Agreement)

EXHIBIT "A"
LEGAL DESCRIPTION

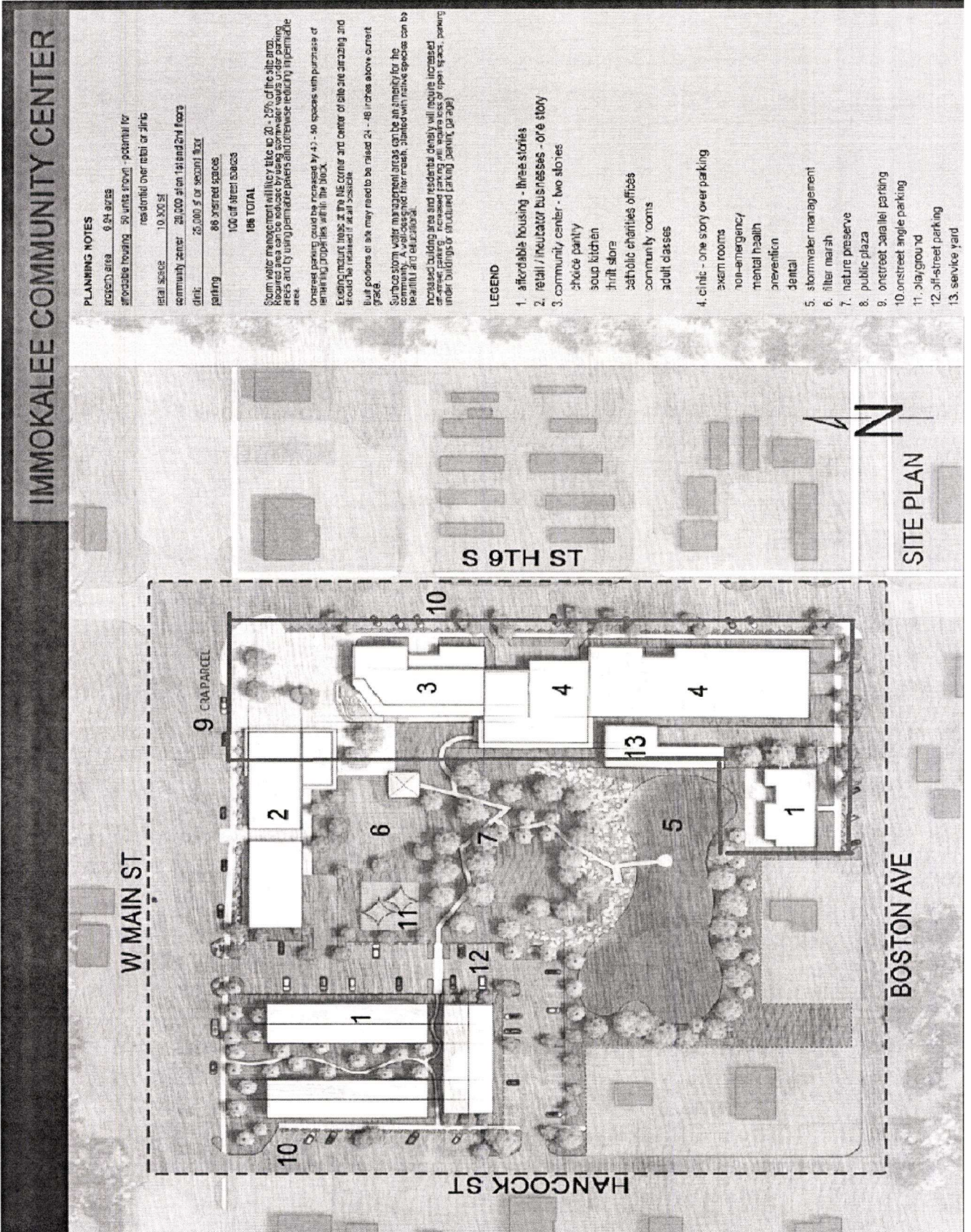
The South 122 feet of the East half (E 1/2) of the Northeast quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 4, Township 47 South, range 29 East; and

The East half (E 1/2) of the East half (E 1/2) of the North 538 feet of the East half (E 1/2) of the Northeast quarter (NE 1/4) of the Northeast quarter (NE 1/4) of the Southwest quarter (SW 1/4) of Section 4, Township 47 South, Range 29 East, except 50 feet of the North end thereof for State Road No. 164; and

The West one-half of the East one-half of the North 538 feet of the East one-half of the Northeast one-quarter of the Northeast one-quarter of the Southwest one-quarter of Section 4, Township 47 South, Range 29 East, except 50 feet off the North end thereof for State Road No. 164, Collier County, Florida.

EXHIBIT "B"
CONCEPTUAL MASTER PLAN

CATHOLIC CHARITIES DIOCESE OF VENICE
IMMOKALEE CONCEPT PLAN (PHASE I OUTLINED IN RED)



IMMOKALEE COMMUNITY CENTER

PLANNING NOTES

- PROJECT AREA - 6.94 ACRES
- affordable housing - 90 units (rough) - potential for residential over retail or clinic
- RETAIL SPACE - 10,000 SF
- community center - 20,000 sf on 1st and 2nd floors
- CLINIC - 25,000 SF on second floor
- PARKING - 86 shared spaces
- 100 off street spaces
- 18% TOTAL

Storm water management will vary little to 20 - 25% of the site area. Storm water management will be provided for the parking areas and by using permeable pavers and otherwise reducing impervious areas.

Concrete parking could be increased by 41 - 50 spaces with purchase of remaining properties within the 100X.

Existing mature trees at the NE corner and center of site are grazing and should be retained if at all possible.

Build positions of site may need to be raised 24 - 48 inches above current grade.

Such as storm water management areas can be an amenity for the community. A wall case and filter wash, planted with native species can be beautiful and functional.

Increased building area and residential density will require increased off-street parking. Increased parking will reduce loss of open space, parking under buildings or structured parking (parking garage).

LEGEND

1. affordable housing - three stories
2. retail / incubator businesses - one story
3. community center - two stories
- choice pantry
- soup kitchen
- fruit store
- catholic charities offices
- community rooms
- adult classes
4. clinic - one story over parking
- exam rooms
- non-emergency
- mental health
- prevention
- dental
5. stormwater management
6. filter marsh
7. nature preserve
8. public plaza
9. onstreet parallel parking
10. onstreet angle parking
11. playground
12. off-street parking
13. service yard

SITE PLAN



N

S 9TH ST

W MAIN ST

BOSTON AVE

HANCOCK ST

9 CRAPARCEL

10

11

12

13

1

2

3

4

4

5

6

7

8

Location Map
CRA Catholic Charities
(Immokalee Community Redevelopment Agency)
Folio: 00122840009



Attachment: Location Map (25059 : Immokalee CRA Purchase Agreement)