

FREQUENTLY ASKED QUESTIONS, v4 UUSP PARKING LOT

Q1: What is a Letter of Intent (LOI), like the one Wannemacher Jensen Architects (WJA) has sent to UUSP about the parking lot?

A: A LOI is not a contract, but a proposed offer which outlines suggested agreements submitted by one party to another. It is to be discussed and changed as the parties deem necessary before being put into the form of a contract to be signed by the two parties (in this case, WJA and UUSP after a congregational vote).

Q2: What's the difference between WJA's previous offers and this new offer?

A: Previously, WJA offered to buy all three parcels of our parking lot and write our UUSP parking privileges into the contract and deed. In the new offer, it's the reverse. WJA offers to buy only one parcel of our three parcels, with the other two parcels remaining UUSP property, and where we write their parking privileges into the contract.

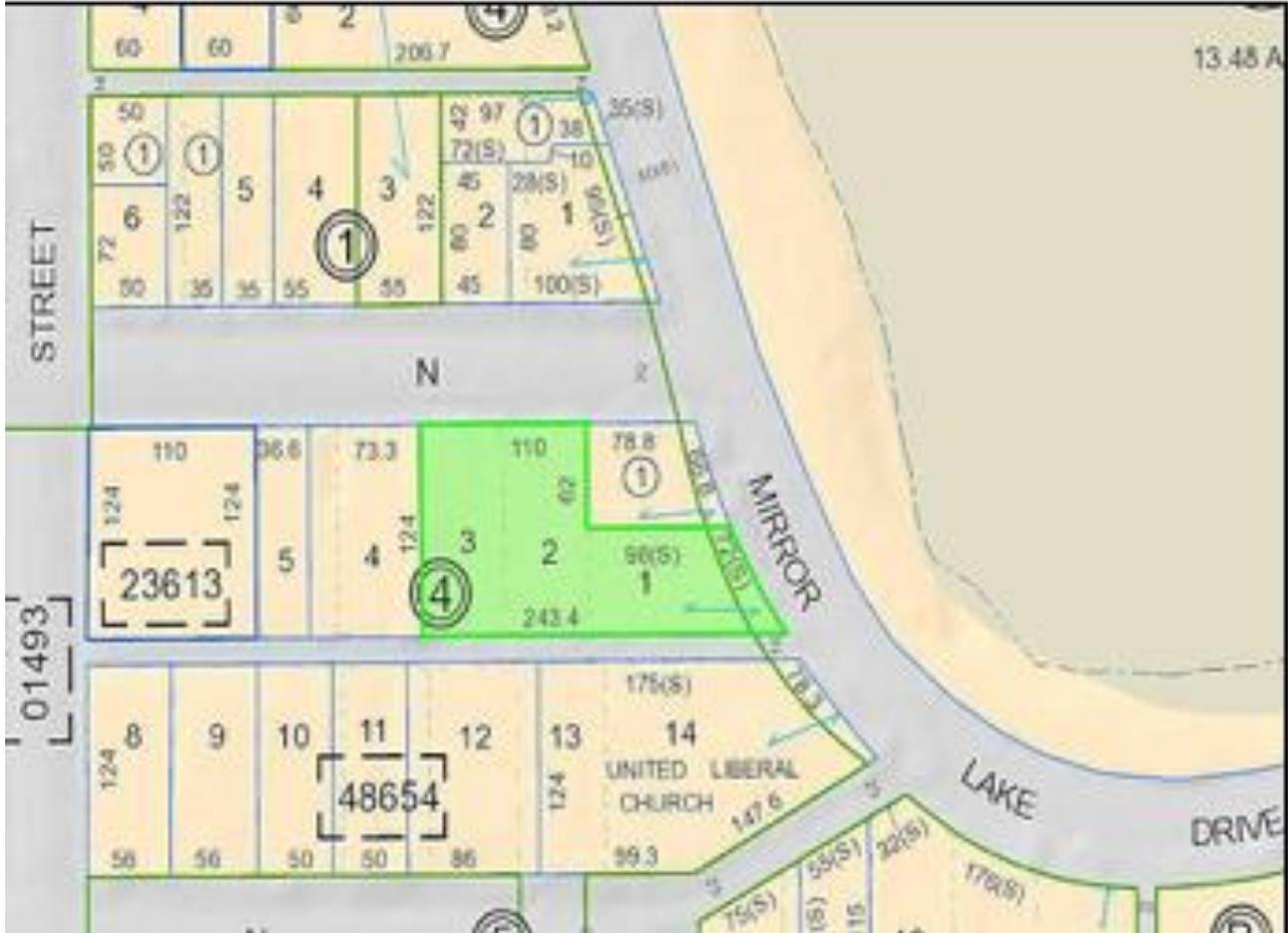
Q3: Have the LOI and FAQs been reviewed by an attorney?

A: Yes, our pro bono lawyer, Chuck Hinton, who wrote our current bylaws many years ago, has been our attorney for many years. He also ensures that all UUSP contracts are correct, legal, and in compliance by our bylaws. He has met with many members of UUSP regarding the parking lot offer. He attended the last Board of Directors meeting on July 13, along with three Board of Endowment members and the B&G chair, to answer real estate contract questions and to clarify what our bylaws allow and don't allow in church voting. He has reviewed the LOI and FAQs in detail and given us suggestions, clarifications, and what is and is not permitted by our bylaws and city code. All of these have been reviewed and accepted by WJA. The FAQs have been updated with all new information as of the date of this document.

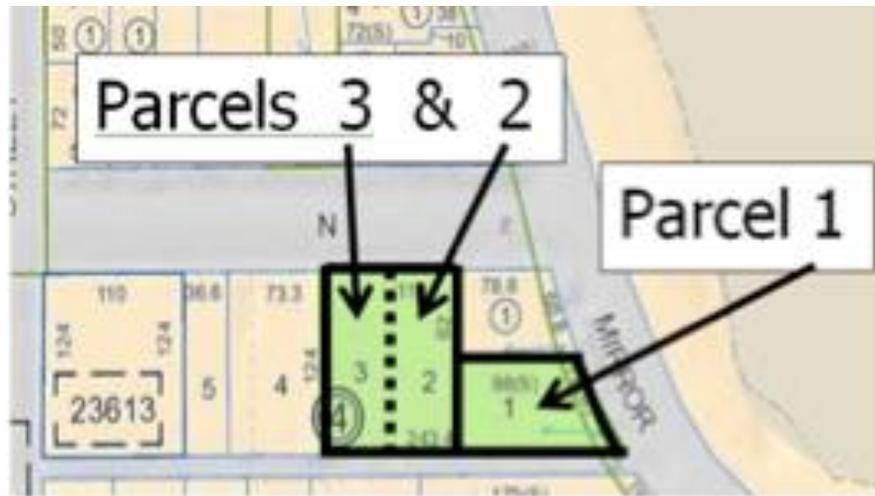
Q4: Why are we talking about 3 separate parcels in our parking lot?

A: Our total parking lot property, including the front plantings, is divided into 3 separate parcels, according to City of St Petersburg property descriptions, and each may be sold separately. Parcel 1 fronts Mirror Lake Drive which includes the property currently designated for handicap parking. Parcels 2 & 3 are west of parcel

1 and WJA's current building. WJA is most interested in parcel 1 so that they can expand their building, which would leave ownership of parcels 2 & 3 with UUSP. Also see the drawings on the next page.

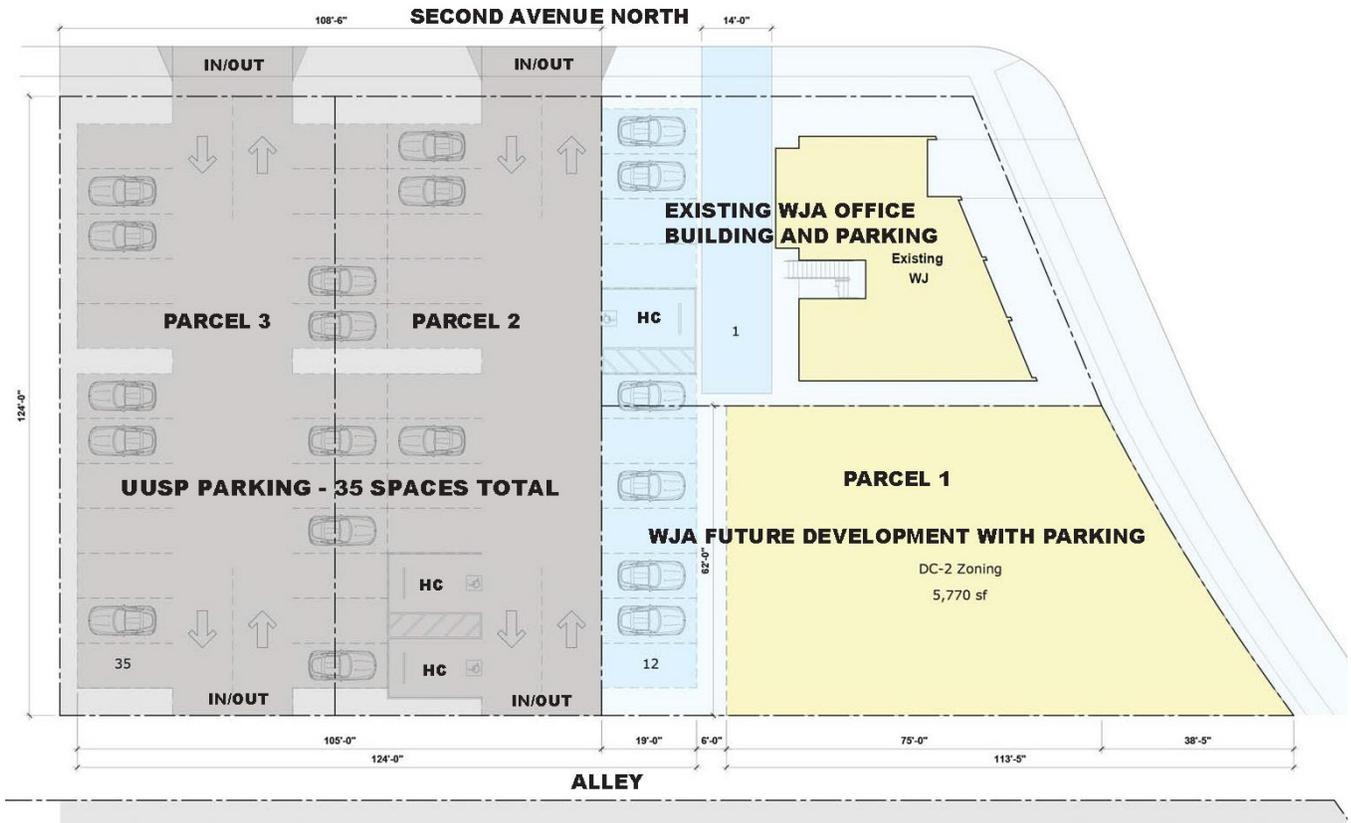


Parcel ID #: 19-31-17-48654-004-0010
100 Mirror Lake Drive
St. Petersburg, Florida 33701



Q5: How much is the offer by WJA actually worth?

A: They have offered \$240,000, the highest and best assessment from our certified appraiser, Scott Seaman, for parcel one of the three parcels. UUSP would continue to own parcels 2 & 3 with 35 permanent parking spaces, including required ADA spaces, valued at \$450,000. WJA will also fully pay to design and construct UUSP's new parking lot with 35 parking spaces including handicapped spaces, the same as we have now, complete with landscaping, environmental compliance, and lighting, which is worth \$180,000. The total value of the WJA offer to UUSP is \$420,000. UUSP would continue to own parcels 2 & 3, valued at \$450,000. Please see the map below.



Q6: How long will it take for the actual construction of a new parking lot, including paving, environmental compliance, landscaping, and lighting?

A: 2-3 months. The construction of the parking will occur simultaneously with construction of the proposed WJA development to minimize disruption of the site.

Q7: Will we lose trees as a result of parking lot construction?

A: Yes, the redesign and paving of the parking lot, plus the new construction will result in the loss of a few current trees. Parking lot redesign will emphasize retention of current trees, new landscaping and trees, lighting, and bringing us into compliance with environmental protection requirements by filtering drainage.

Q8: How will having a new paved parking lot affect our church parking?

A: With a newly designed parking lot, we will have 35 total parking spaces, which is the same as we currently have, including 2 handicapped parking spaces, which are required by federal law. The design proposes 4 different entrances: two

entrances off 2nd Avenue and two entrances off the alley. During weekday work hours (M-F, 8am-5pm) there will be shared parking with WJA. During weekday evenings and weekends, parking on the UUSP property (parcels 2 and 3) will be for UUSP only.

WJA's proposed development will not require any overnight shared parking on UUSP property – in other words, residential unit tenants, will not be allowed to park on UUSP property at any time, day or night, weekday or weekend. Only office workers in the proposed development will be allowed to use the UUSP parking lot during their office hours on first come basis daily. Working hours don't expire exactly at 5pm and some limited flexibility will be worked out in the final Contract for Sale. The same flexibility will be worked out for any UUSP special events, like funerals and weddings when UUSP might need the entire parking lot. Full parking will be available for UUSP use on weekday evenings and on Saturdays and Sundays when there will be designated parking solely for congregational use.

Q9: Will UUSP have enough parking spaces during weekday work hours when we're sharing with WJA?

A: Yes. Current UUSP weekday activities are on Tuesdays and Wednesdays, and very rarely use more than ten parking spaces and, as far as we know, never more than 14. We will have 35 parking spaces, including handicapped parking, in the new parking lot. WJA will also have 12 parking spaces on their property for their own parking needs. There is additional parking availability on the streets. Several WJA employees live in downtown St Pete and walk or bike to work, so they require no parking. For special events, see Q10 below.

Note: Many experts believe we won't be driving our own cars much in the future because of self-driving cars, Uber, and ride sharing. If true, that would lessen the need for more parking spaces even if our membership increases.

Q10: How will we provide parking for special events during the week, like funerals and weddings, when we'll need more parking spaces?

A: Since these events are infrequent, WJA has agreed to provide the parking spaces we need for special events during weekday work hours. WJA will have 12 parking spaces of their own on parcel 1 and continue to use street parking. Some of their employees walk or bike to work, requiring no parking.

Q11: How would the new parking lot affect the Friday night picnic, both during construction and when completed?

A: There should be no effect. The Friday night picnic can proceed as always. During the 2-3 months of construction there would be the normal construction site activities with equipment and machines, but it should not affect the picnic.

Q12: How would paving, landscaping, environmental compliance, and lighting our two parcels of the parking lot affect the value?

A: The property value would most likely increase because it will be safer, lighted, compliant with City environmental codes, and landscaped.

Q13: How would paving, landscaping, environmental compliance, and lighting the parking lot affect the property value of our church buildings?

A: Having an improved parking lot next to the church would have a positive effect on the property value of the church. The current value of the church is unknown since we haven't had a recent appraisal. The City requires parking lots to meet code for safety, environmental issues, etc. and paving reduces potential legal issues for the property. UU's current parking lot is not in compliance and we would incur the cost of design and construction (approximately \$180,000) on our own if we do not accept this offer.

Q14: How long has WJA owned their property?

A: 19 years, since 1998.

Q15: In the future, could we sell our parking lot property (parcels 2 & 3) or use it for development?

A: Yes, based on a mutual agreement between UUSP and WJA that would continue to provide shared parking rights envisioned in the current agreement, or alternatively, an agreed upon compensation to WJA at the future value of the required parking spaces being removed from the sharing agreement. The property will be subject to easement restrictions, and parking conditions could change only if both parties agree. The contract will also include a 5-year assessment /contingency to change the conditions with both parties' agreement.

Q16: What is WJA going to build on parcel 1?

A: They plan to build a multi-use building which expands their current office. The multiple uses would include office space, some apartments (no condominiums), and a small commercial space (e.g., a coffee shop).

Q17: Will the new building be a high-rise?

A: No. A high-rise building is not possible because of city zoning regulations which limit development based upon parking requirements, including one parking space per living unit (spaces that must be located on the same parcel), meaning a parking garage would be necessary for a high rise – and there is not enough space on parcel 1 for a parking garage. The high cost of a parking garage would also make it fiscally unfeasible. WJA has also indicated that they do not want to build a high rise because that is not what they want or need. WJA as a professional architecture firm is not interested in building any structure does not fit with the character of the neighborhood.

Q18: How do we know if we'll like the expanded WJA building, which will be next to us?

A: Architectural Design is subjective. As Architects, WJA wants to build an attractive building as an example of the quality of their company's work. They want to increase the value of their property, make it fit into the architecture of the neighborhood, and improve the look of the street.

Q19: If we don't sell parcel 1 to WJA, what will happen?

A: WJA will move to another location as soon as possible, and they will rent or sell their current property to the highest bidder. UUSP would have no control over who buys their property, to whom they lease the space, or the new buyer's plan for the property.

UUSP would continue to own the parking lot as it is. UUSP would then have to decide whether or not to pave the parking lot at our own expense, estimated at \$180,000. The \$180,000 would have to come from a capital campaign and/or the endowment, which has \$280,000, and could be reduced to less than \$100,000. If we don't pave, we would be out of compliance with City zoning and environmental regulations that require us to pave the lot by the end of 2017.

Q20: Will the entrance from the alley off Mirror Lake Drive and off 2nd Avenue North be the same?

A: No, we'll have two entrances off 2nd Avenue and two entrances from the alley off Mirror Lake Drive. (see also the response to Q8)

Q21: Why does the new WJA offer require a decision in 60 days (August 6)?

A: WJA is out of space and out of time. In their 19 years in their building, they've grown from 7 to 23 employees working in 3,000 square feet and they expect to grow further. 11 months ago, in August 2016, WJA started with offers to buy the parking lot from UUSP in order to expand. Waiting longer would not solve their space problem and would further delay their search for another location, should UUSP decide not to sell. If we do agree to sell parcel 1 to them, they will begin redesigning and bringing the parking lot up to code. If not, they will begin planning their move their offices to another location and renting or selling their building to the highest bidder.

WJA has worked through multiple options and performed wide-ranging due diligence for both the benefit of UUSP and WJA, while incurring all responsibility of cost as an investment toward the potential project that would be mutually beneficial. They have responded directly to the concerns of our members after offers one and two, and made concessions. The current land offer is the result of extensive studies and meetings to determine the best arrangement for both parties. It was determined that UUSP would not be a viable partner in a development due to financial disclosures that would be necessary and its effect on attaining bank financing for a construction loan, in addition to the difficulty of having multiple owners and management of the future asset. The cleanest approach was a cash offer with an agreement that considered the desires and requirements of UUSP without their participation in the risk.

Q22: If we sold parcel 1 for \$240,000, where would the money go?

A: There are a number of possible uses, some of which are urgently needed, like a fire escape for Conway's second floor and an elevator in Conway for handicapped access. Bolstering our Endowment and establishing an emergency maintenance fund are also needed for prudent church management. A short list of

possibilities is below. Initially, we could deposit the funds into our bank account and ask the congregation to prioritize how best to use it.

Q23: What are some possible uses for the money?

A: Suggested uses and projects (now unfunded) are:

- Strengthen our endowment.
- Provide an elevator to Conway's second floor for handicapped access.
- Provide a fire escape for Conway's second floor.
- Improve sound and lighting in our sanctuary.
- Emergency fund for Church maintenance.
- Establish a scholarship fund.
- Provide assistance to a homeless shelter.
- Provide low-income housing.
- Donate to social justice efforts.
- Improve our kitchen and bathrooms.
- Start an early-childhood enrichment center.

Q24: If we sell parcel 1 of the parking lot, and WJA expands their building, adds a coffee shop and apartments, etc., how will this affect the neighborhood?

A: The effect should be positive for these reasons:

- Infill on urban empty lots, especially along lot frontage, improves walkability, eye appeal, and physical safety according to urban development studies.
- The unsafe, unsightly gravel parking lot as it is now is not in compliance with City environmental drainage codes, and this would be solved with new construction in compliance with all City codes, landscaping, and lighting, and it would be safer, lessening the liability for UUSP.
- WJA will do their best to represent their own professional architecture firm and are committed to improving the neighborhood within the current City guidelines.

Q25: How do we know Wannemacher Jensen Architects (WJA) would be good neighbors if we sold parcel 1?

A: There are many reasons to believe WJA would continue to be good neighbors:

- They have been good neighbors for 19 years.
- They are owner occupants, not renters, who want keep their location attractive.
- Their business reputation would be hurt if their location was unattractive.
- They are interested in improving the Mirror Lake neighborhood.
- They are active members of the St Pete Preservation Society.
- They have donated their expertise to numerous charities and non-profits in our neighborhood:
 - CASA
 - YMCA
 - Salvation Army
 - St. Petersburg Free Clinic
 - Habitat for Humanity
 - The Heart Gallery
 - Academy Prep
 - Happy Workers
 - UUSP. They have given their professional pro bono advice to UUSP many times, the latest of which was a few weeks ago, when they donated a pro bono lighting assessment of our sanctuary, led by Jim Fitzgerald of our Buildings and Grounds Committee. Jason Jensen of WJA donated his time and gave us a detailed list of suggestions on how to improve the lighting in our sanctuary.

Q26: If we don't sell, and our parking lot remains as it is, what about the City requirement that we pave the lot by the end of 2017?

A: The City hasn't enforced this requirement in the past. The City's original order on April 5, 2000, case no. SPR-00-014 (F-2), gives UUSP 5 years to comply with the paving and environmental drainage requirement. But there have been many extensions, the latest being that we must pave by the end of 2017. There's always the possibility they could enforce it. Our choices are:

- (1) To comply with this requirement and pave the parking lot at our own expense (\$180,000 from our Endowment total of \$280,000)
- (2) Do nothing, leave the parking lot as it is, and remain out of compliance with

City parking lot and environmental codes, and hope for no city enforcement.

(3) To comply with this requirement by allowing WJA to pave it for free, with full City compliance, in return for selling Parcel 1.

Q27: What is the setback required on Mirror Lake Drive for parcel 1?

A: There is no setback requirement along Mirror Lake Drive. The property line follows the sidewalk.

Q28: What are the zoning requirements for a coffee shop and apartments, in terms of parking?

A: A neighborhood coffee shop less than 1,200 square feet (which is what is proposed by WJA) has zero (0) required parking spaces. The reason is that a neighborhood scale coffee shop assumes that the customers are local neighborhood people walking or riding their bicycles. Apartments require one (1) parking space per unit.

Q29: Once parcel 1 is sold, could WJA build a high rise?

A: No. A high-rise building is not possible because of city zoning regulations which limits development based upon parking requirements, including one parking space per living unit (spaces that must be located on the same parcel), meaning a parking garage would be necessary for a high-rise – and there is not enough space on parcel 1 for a parking garage. The high cost of a parking garage would also make it fiscally unfeasible. WJA has also indicated that they do not want to build a high rise because that is not what they want or need. WJA as a professional architecture firm is not interested in any structure which does not fit with the character of the neighborhood.

Q30: Can city zoning requirements for a neighborhood be easily changed?

A: No. Zoning cannot be easily changed. There would be a very lengthy, arduous process involving the entire neighborhood, the City's Development Review Committee, and the City Council before anything can be modified or changed. The goal of WJA's development is to follow the existing Zoning Code to manage and minimize risk, schedule, etc.

Q31: I heard the church received about \$250,000 in the recent past and that money was just blown. What happened and how can we avoid that again?

A: A number of years ago the church received about \$250,000. That money was not “blown” but was used to address some unique events, e.g., a former minister’s contract was bought out for down payment of \$80,000 on the minister’s home and then the home was sold at a loss.

If the parcel sale is approved and funds are received, the board plans to consider various options, including growing our endowment. We will ask the 3-year plan committee and the congregation to prioritize the use of these additional funds.

We would have \$240,000 to add to our endowment funds of \$280,000, and save \$180,000 if we paved ourselves. If we choose not to sell and to pave our parking lot ourselves, the \$280,000 in the endowment would be drawn down by \$180,000 paving cost, leaving us with about \$100,000 in the endowment to cover emergencies.

To the best of our knowledge, we have no mandatory expenses on the horizon. We do have several large items which should be addressed immediately. Examples are: a fire escape for RE on the 2nd floor of Conway, an elevator for Conway to allow us to be a welcoming congregation, and a sound system improvement in our sanctuary to ensure sound clarity so that everyone can hear.

Q32: If WJA purchased parcel 1 and decided to sell this parcel in the future, how could we guarantee that UUSP could purchase back the property?

A: A “Right of First Refusal” will be written into the contract, making UUSP the first in line to purchase back the property. WJA does not object to a “Right of First Refusal” as long as the price at the time of the sale is fair market value. We assume that this would only pertain to a vacant lot and not the future building that WJA intends to develop.

Q33: Could we lease the parking spaces in parcels 2 & 3 to WJA so that if WJA sold the property in the future the parking spaces would not automatically go with the purchase?

A: Our attorney Chuck Hinton says that writing easement restrictions into the contract is much better than a leasing agreement. The shared parking arrangement

will comply with City of St. Petersburg's shared parking requirements. WJA is contributing approximately \$180,000 to design, develop, and construct a paved parking lot on Parcels 2 & 3 that will be shared by both parties. WJA should not lose that investment. The Parking agreement will be re-evaluated periodically and can be revised upon agreement by both parties. If for example when less parking is needed because of driverless cars etc., the parking requirement could potentially be reduced.

Q34: What would happen if UUSP had a special event during the week, like a wedding or funeral, and WJA had a shared parking agreement? How would we have enough parking?

A: See also the response to Question 10. WJA has agreed that for special events like weddings or funerals (which are rare during the week), that UUSP could have access to the entire parking lot for the duration of the event. UUSP would give the same access to WJA should they have a special event which required more parking spaces.

Please note that several of the WJA employees live in downtown St. Pete or very close by, and ride a bicycle or scooter, wheel a skateboard, or walk to work, and therefore require no parking.

Q35: I'm concerned that the newly paved and landscaped parking lot on parcels 2&3 will hurt the environment. Is this true?

A: No. The newly paved and landscaped parking lot will actually be kinder to the environment than the current lot. UUSP's current parking lot does not protect the environment because the runoff from rain flows unchecked into Mirror Lake. This is not in compliance with City code and is one of the reasons the City has required UUSP to pave our parking lot by the end of 2017. The "paving" requirement must include proper drainage, filtering, and water treatment in compliance with environment regulations. So a newly paved parking lot would help the environment. By not paving we would continue to allow unfiltered, untreated drainage to flow into Mirror Lake, which is hurting the environment.

Q36: How many parking spaces do we have now & how many in the future?

A: The current parking lot provides a total of "about" 35 spaces. This count is approximate because cars sometimes squeeze into spaces and sometimes use non-

designated parallel-parking spaces along the 8x8 wood borders when entering from the alley. It has been reported that as many as 38 cars have been counted, but this means many cars have squeezed into more spaces than the layout provides. This is neither encouraged nor needed since UUSP has been granted up to 125 additional parking spaces on Saturdays and Sundays by our immediate neighbors, all less than a one minute walk to the church.

Someone has also said that we could gain additional parking spaces by using the front of parcel 1 where there is now landscaping. This is not possible because a building on lot 1 would not have a set-back requirement, but a parking area does have a set-back requirement and it would be too big for UUSP to create more parking space.

Gaining a few extra parking spaces is not even needed since we have more than adequate parking for Saturdays and Sundays (35 spaces at UUSP, 125 spaces at neighbors' lots, all less than a one minute walk away).

The new layout of the UUSP parking lot is more efficient and will provide a total of 35 parking spaces, about the same as now, including 2 handicap-accessible parking spaces, as required by federal law.

Q37: I think all members should be able to vote - why can't we include everybody?

A: Everyone on the Board agrees that all members should be included in the vote. Especially considering that electronic possibilities could bring everyone into the July 30 meeting to discuss and vote. I personally have been using "GoToMeeting" and "Skype" for over 10 years to hold worldwide conference calls when working for corporate and non-profit groups. I've conducted numerous real-time workshops on-line, where I call for who's "present" by "voice" or count, and where all in attendance can raise questions and discuss items.

We brought this question to our attorney and argued that the world has been using the internet for years for people being "present" at on-line, real-time events, and could participate in discussions and votes "by voice," and that this vote would conform to what is standard practice.

Our attorney, Chuck Hinton, who wrote our bylaws, said that our bylaws did not specifically allow electronic participation for voting, but said that "at any meeting of the Church at which a quorum is present"... "the method of voting shall be by

voice" (Article II. sections 3-5), which means voting members must be physically present. This is not what any of us hoped to hear. Since we are governed by our bylaws, we have no choice but to comply.

Our bylaws are like our U.S. constitution in the sense that they determine that everyone can see how we have agreed to operate our democracy. Like the constitution, we can "amend" or change our bylaws by using a thorough process which includes very specific, agreed-upon wording, congregational discussions, and a vote with 50% of the members present and 60% of the vote required for approval. This is the process we would follow if we choose to change or amend any bylaws concerning voting.

Q38: Why don't we just wait until all the members are here to vote?

A: The offer from WJA included an August 6 decision date on selling parcel 1 as a requirement for their paying for the \$180,000 paving of parcels 2 and 3. This is because they feel they can't wait until later because they're out of space for their employees, and they're out of time because of finding and moving to a new location if they wait and we then vote "no." In essence, they included a large incentive UUSP in order to know by August 6 if they had to move or not.

We received the new WJA offer on June 7 after their prior offer had been withdrawn several weeks before. In our June 8 Board meeting we discussed whether we should reject it or not. By rejecting it we agreed that the Board would be making this important decision instead of the congregation. We decided that the congregation should make this decision, not the Board, so we scheduled a Town Hall meeting, numerous discussion roundtable, and a Google group discussion site to be as inclusive as possible. We established a July 30 vote date.

Q39: We need to hear from all member, including snowbirds and those on vacation on July 30. How can we include their views and questions for everyone to see?

A: No one knows for sure how many people will be away, but we think it will be 6-8 snowbirds and 6-8 local members out of 140 members. Here are the ways we're encouraging discussions with people who are out of town:

- An internet Google Discussion Group for UUSP members was set up for people who are away can send their views and questions for everyone to read and to

respond to if they wish. As of today there have been numerous discussions back and forth from 43 posts by 8 different people.

- Numerous InfoNet announcement and updates, including links to documents, have been published for all members no matter where they are. These not only include information but encourage people to use our UUSP Google sites for expressing their views and asking questions.

- Send a note directly to anyone on the Board via our UUStPete website or directly by email.