

### **RESOLUTION 2021-01-03**

**A RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER (“CEO”) OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) TO NEGOTIATE AND ENTER INTO A REDEVELOPMENT AGREEMENT FOR THE CONVEYANCE OF AN APPROXIMATELY 3.43 ACRE PARCEL OF CITY-OWNED REAL PROPERTY LOCATED GENERALLY BETWEEN MUSEUM CIRCLE AND THE ST. JOHNS RIVER, BETWEEN ST. JOHNS RIVER PARK AND MOSH ON THE EAST AND ST JOHNS MARINA BOAT RAMP AND THE ACOSTA BRIDGE ON THE WEST, AS MORE FULLY IDENTIFIED BY DUVAL COUNTY TAX PARCEL NUMBERS 080270-1000 AND 08270-1001 TOGETHER WITH A PORTION OF PARCEL 080269-0500, COLLECTIVELY “THE PROPERTY”; APPROVING THE TERMS AND CONDITIONS OF SAID DISPOSITION INCLUDED AS EXHIBIT ‘B’; FINDING THAT THIS RESOLUTION FURTHERS THE BUSINESS INVESTMENT AND DEVELOPMENT (“BID”) PLAN, INCLUDING THE COMMUNITY REDEVELOPMENT AREA PLAN; AUTHORIZING THE CEO TO INITIATE THE FILING OF LEGISLATION WITH THE CITY COUNCIL REGARDING THE SAME; AUTHORIZING THE CEO OF THE DIA TO TAKE ALL ACTION NECESSARY TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION, INCLUDING THE EXECUTION OF A REDEVELOPMENT AGREEMENT, PURCHASE AND SALE AGREEMENT, OR FUNCTIONAL EQUIVALENTS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, via Ordinance 2012-0364-E, the City Council created the Downtown Investment Authority, designating the DIA as the City’s Community Redevelopment Agency for the Southside Community Redevelopment Area and authorizing it to approve and negotiate economic development agreements and dispose of City-Owned property; and

**WHEREAS**, the City owns an approximately 3.43 acre parcel of real property identified by Duval County Tax Parcel Numbers 080270 1000 and 080270-1001, currently encumbered by a ground lease entered into between the City, JEDC and Maritime Concepts, LLC (“Maritime”) as its tenant on July 31, 1998, as amended, for a term of 99 years commencing August 1, 1998 (“Ground Lease”) for the property commonly known as River City Brewing Company and its associated parking lot (“Ground Lease Property”), as shown on Exhibit “A” attached hereto; and

**WHEREAS**, at the October 14, 2020, DIA Board Meeting, in consideration of a proposal submitted by Related Development, LLC, the DIA agreed to issue a notice of intent to dispose of the Property and solicit other proposals therefor upon certain terms and conditions (“Notice of Intent”); and

**WHEREAS**, the DIA, in its capacity as the Community Redevelopment Agency for the Southside Community Redevelopment Area, in accordance with Chapter 122, Jacksonville Code of Ordinances, and Chapter 163, Part III, Florida Statutes, issued the Notice of Intent to dispose of

that property commonly known as River City Brewing Company and its associated parking lot;  
and

**WHEREAS**, the purpose of the Notice of Intent was to solicit other proposals for the acquisition and redevelopment of the aforementioned Property, the minimum terms of which were included in the Notice of Intent published in the Jacksonville Daily Record on October 16, 2020;  
and

**WHEREAS**, no other proposals were received in response to the Notice of Intent; and

**WHEREAS**, after consideration of the proposal previously made by Related Development, LLC and the fact that no other proposals were received, the DIA staff recommended that the DIA accept the proposal of Related Development LLC; and

**WHEREAS**, Maritime has entered into a contract to sell its interest in the Property and improvements to Related Development, LLC or assigns (hereafter, "Purchaser" or "Developer"). The Purchaser/Developer has approached the DIA with an offer to acquire the Ground Lease Property as well as small adjacent parcels and construct new improvements thereon substantially in accordance with the terms set forth in Exhibit B. The precise boundaries and square footage of various parcels described in Exhibit B is subject to further refinement but will be substantially consistent with the term sheet attached hereto as Exhibit B; and

**WHEREAS**, the Developer has offered to return a portion of the Ground Leased Property to the City for use as additional park space and has requested the disposition and conveyance of a portion of Parcel 080269 0500 in exchange therefor (the Ground Lease Property less that portion to be retained by the City, plus the small additional parcels to be added to the Ground Lease Parcel are hereinafter referred to as the "Property"); and

**WHEREAS**, in order to determine fair value for the property pursuant to Florida Statutes Chapter 163.380(2), and as required by City of Jacksonville Code of Ordinances §122.432, the DIA has engaged an appraiser to appraise the various parcels involved in the disposition and land swap, including the value of the City's residual interest upon expiration of the Ground Lease; and

**WHEREAS**, the current marina adjacent to the Ground Leased Property is owned by Maritime and they are the holder of the submerged land lease under such improvements; and

**WHEREAS**, the current marina is in disrepair however its use for transient boaters and the availability of fuel service near the boat ramp are of importance to the DIA and City; and

**WHEREAS**, pursuant to the terms of the term sheet attached as Exhibit B, the City will apply for a new submerged land lease for the marina area and become the owner of new docks to be reconstructed subject to a management agreement with the Developer for operation of the marina; and

**WHEREAS**, the Property is located within the Southside Community Redevelopment Area ("Southside CRA"); and

**WHEREAS**, DIA is the designated Community Redevelopment Agency for the Southside CRA, for which a BID Plan, inclusive of a Community Redevelopment Plan, was adopted by Ordinance 2014-560-E; and

**WHEREAS**, Section 55.108 of the Jacksonville Code of Ordinances grants certain powers and duties to the DIA, including:

Interpreting the BID Plan and approve development and redevelopment projects within Downtown;

Implementing the BID Plan, and negotiate and grant final approval of downtown development and redevelopment agreements, grant agreements, license agreements, and lease agreements;

Plan and propose Projects and Public facilities within Downtown; and

**WHEREAS**, at a publicly noticed meeting held on November 17, 2020, the DIA Retail Enhancement and Property Disposition Committee (“REPD”) recommended that the DIA Board accept the proposal of Developer subject to several clarifications; and

**WHEREAS**, the DIA adopted Resolution 2020-11-01 at its November 2020 Board meeting which authorized the disposition to Related but required that several minor issues be resolved between the parties and brought back to the Board; and

**WHEREAS**, subsequently, Related has made several additional requests of the DIA and City which are incorporated in the revised term sheet attached hereto; and

**WHEREAS**, the DIA desires to enter into a Redevelopment Agreement, Purchase and Sale Agreement, or functional equivalents with Developer for the redevelopment of the Property in accordance with those minimum terms and conditions set forth in Exhibit ‘B’ to this resolution,

**NOW THEREFORE BE IT RESOLVED**, by the Downtown Investment Authority:

**Section 1.** The recitals set forth above are true and correct and are hereby incorporated herein by this reference.

**Section 2.** The DIA finds that this Resolution furthers the following Redevelopment Goals and Strategic Objectives found in the BID Plan:

**Redevelopment Goal 1.** Reinforce Downtown as the City’s unique epicenter for business, history, culture, education, and entertainment by focusing efforts on many diverse attractions (such as the reconstructed marina and expanded park)

**Redevelopment Goal 2.** Increase rental and owner-occupied housing downtown, targeting key demographic groups seeking a more urban lifestyle.

**Strategic Objectives:**

- Actively pursue a minimum of 3,850 built and occupied multi-family dwelling units by 2025; and strive to induce construction of 350 multi-family dwelling units per year.
- Leverage land contributions, infrastructure investments, incentive grants, and low interest loans.
- Evaluate new multi-family residential development with Downtown design guidelines, overall compatibility, financial feasibility, and existing Downtown residential developments
- Reconcile city plan policies and regulations to insure policy consistency and uniform application.

**Redevelopment Goal No. 3**

Simplify the approval process for downtown development and improve departmental and agency coordination.

**Strategic Objectives**

- Initiate public/private partnerships.
- Provide publicly owned land and building space for public and private development which will support and strengthen Downtown's commercial and residential base and comply with the other Redevelopment Goals.
- Increase recreation, entertainment, cultural heritage, and other programming opportunities

**Redevelopment Goal No. 4**

Improve walkability/bikeability and connectivity to adjacent neighborhoods and the St. Johns River while creating highly walkable nodes.

**Strategic Objectives**

- Protect, enhance, and increase public perpendicular access to the Riverwalk in line with street grid.
- Develop interconnected, attractive and safe pedestrian links between the Northbank and Southbank, among neighborhoods, activities, greenways and open spaces.
- Require sidewalks of sufficient width and make sure a continuous pedestrian path is available.
- Shape the sidewalks and streets through the sense of enclosure provided by buildings.

**Redevelopment Goal No. 5**

Establish a waterfront design framework to ensure a unique experience and sense of place.

**Strategic Objectives**

- Ensure that the riverfront is both physically and visually accessible for locals and tourists of all ages and income.
- Enforce the 50-foot (minimum) building setback from the St. Johns River's water edge.
- Work to obtain perpetual easements from private property owners along the St. Johns River.
- Formalize guidelines for the design and orientation of buildings and improvements that take into account surrounding buildings, structures, views, public access, and waterways; design and orientation shall actively engage with the River, the Riverwalk, and riverfront
- Ensure that development and improvements along the riverfront avoid and minimize adverse impacts to the health of the St. Johns River.
- Maintain, enhance, expand, and encourage public river access for motorized and non-motorized watercraft points.

**Section 3.** The DIA Board hereby approves a disposition of the Property to Developer in accordance with the terms attached as Exhibit B attached hereto and made a part hereof.

**Section 4.** The DIA Board hereby authorizes the CEO of the Downtown Investment Authority to negotiate the terms of a Redevelopment Agreement, Purchase and Sale Agreement, or functional equivalents, with Developer for the redevelopment of the Property, subject to the minimum terms and conditions contained in Exhibit 'B' to this Resolution 2021-01-03.

**Section 5.** The DIA Board hereby authorizes the CEO of the Downtown Investment Authority to initiate legislation for approval by City Council of a Redevelopment Agreement, Purchase and Sale Agreements, or functional equivalents in accordance with the purposes of this Resolution.

**Section 6.** The DIA Board hereby authorizes the CEO of the Downtown Investment Authority to take all action necessary to effectuate the purposes of this Resolution, including the execution of a Redevelopment Agreement, Purchase and Sale Agreement, or functional equivalents, providing that such actions incorporate, at a minimum, the terms and conditions contained in Exhibit 'B' to this Resolution 2021-01-03.

**Section 7.** This Resolution, 2021-01-03, shall become effective on the date it is signed by the Chair of the DIA Board.

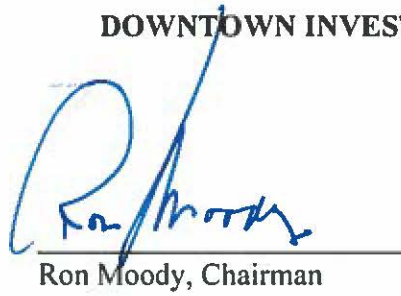
(THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY)

WITNESS:

**DOWNTOWN INVESTMENT AUTHORITY**



\_\_\_\_\_



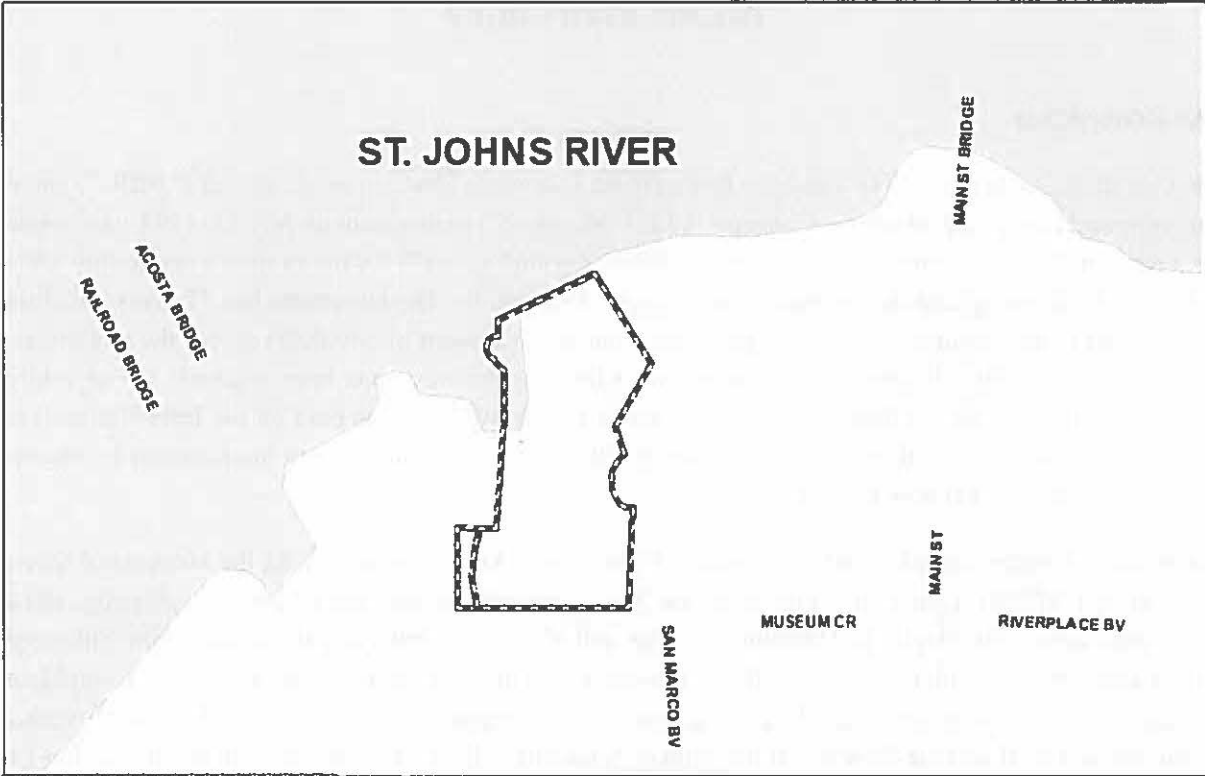
\_\_\_\_\_

Ron Moody, Chairman

1/20/2021  
Date

VOTE: In Favor: 8 Opposed: 1 Abstained: 0

**Exhibit A to Resolution 2021-01-03**  
**General Map of Property**



**SUBJECT PROPERTY  
PARCEL BOUNDARIES**

**DUVAL COUNTY TAX PARCEL NUMBER 080270 1000  
AND A PORTION OF PARCEL 080269 0500.**

**MAP IS FOR ILLUSTRATIVE PURPOSES  
AND IS NOT TO SCALE.**



**Exhibit B to Resolution 2021-01-03**  
**Summary of Terms and Conditions**  
**Negotiated Disposition and Development**

**THE RELATED GROUP**

**BACKGROUND**

The City of Jacksonville ("COJ") and the Jacksonville Economic Development Council ("JEDC") entered into a Ground Lease with Maritime Concepts, LLC ("Maritime") as its tenant on July 31, 1998, as amended, for a term of 99 years commencing August 1, 1998 ("Ground Lease") for the property commonly known as River City Brewing and its associated parking lot ("Property"). The lease term has 77 years remaining. The Ground Lease requires Maritime to pay Base Rent in the amount of \$40,000/year for the remainder of the term together with a % rent based on sales over a floor (which has never been reached). No ad valorem tax is currently paid on the land subject the Ground Lease however tax is paid on the Improvements and sales tax is generated and there are approximately fifty (50) jobs attributable to the business on site with applicable economic benefits to COJ.

Maritime is obligated to make thirty (30) spaces within the parking lot available for the Museum of Science and History ("MOSH"), the City's ground lessor. The restaurant building and all personal property, and the docks were conveyed directly to Maritime as owner and Maritime is currently the holder of the Submerged Land Lease ("SLL") with the State of Florida ("State") on which the docks are located. The Ground Lease contains very few obligations regarding the operation of the business or maintenance of the improvements on the site and COJ and the Downtown Investment Authority ("DIA") (as successor to the JEDC) has little recourse regarding the current condition of the docks or any deterioration of the improvements, including the restaurant. Maritime has a right of first refusal in the event the COJ/DIA elects to sell the Property.

Maritime has entered into a contract to sell its interest in the Property and improvements to RD River City Brewery, LLC (hereafter, "Purchaser" or "Developer"). The Purchaser/Developer has approached the DIA with an offer to acquire the Property and construct new improvements thereon substantially in accordance with the terms below. The DIA has agreed to sell the Property and required the Developer to construct and operate a restaurant at a mutually agreed upon location along the boundaries of Parcels B and C (as defined below), approximately as depicted on Parcels R1, R2, R4, and R5 of the attached site plan (the "Restaurant Parcel"). The precise boundaries and square footage of various parcels described below is subject to further refinement but will be substantially consistent with the proposal below.

**GROUND LEASE**

The Ground Lease shall be terminated. Developer shall enter into a contract with Maritime to terminate the Ground Lease and Maritime shall waive its right of first refusal. Developer shall enter into a purchase agreement with COJ to purchase the fee interest in the Conveyed Land (as described in detail below), including the Property, and COJ/DIA shall consent to the termination of the Ground Lease.



## **LAND CONVEYANCE AND SWAP**

### **Real Property Subject to Current Lease to be Retained by COJ (“Retained Land”):**

1. Upon termination of the Ground Lease as described above, COJ shall retain the 0.232-acre (10,147.6 square foot) property described as Parcel B, and the .11-acre (4,583.1 square foot) property described as Parcel D, and the 0.10-acre (4,389.0 square foot) property described as Parcel I (as revised from Parcel G for clarification), collectively, the “Retained Land”.
2. COJ shall relocate the storage tank to COJ property adjacent to the boat ramp to a location mutually agreed to by Developer and COJ.
3. COJ shall retain the fee title to a 25’ wide strip of property parallel and adjacent to the bulkhead along dimension L11 on Parcel C, subject to an air rights agreement in favor of Developer prohibiting the construction of vertical improvements greater than 6 feet in height other than landscaping, cultural art pieces, lighting fixtures, shade structures, and signage within the retained strip Parcel I (as revised from Parcel G for clarification).

### **Leased Property to be Conveyed in Fee (collectively, with property described below, “Conveyed Land”):**

1. Parcel C which consists of the Ground Leased Property less and except Parcels B, D, and I (as revised from “Parcel G” for clarification).
2. Parcel C conveyed subject to deed restriction requiring the provision of thirty (30) parking spaces at mutually agreed locations on levels 1 and/or 2 of the garage for City use (“MOSH Parking Spaces”) and an obligation for Developer, or its assigns, to maintain all Improvements in Class A condition, repair casualty damage, or demolish and restore to grassed site.

### **Additional COJ Property to be Conveyed in Fee (collectively, with property described above “Conveyed Land”):**

1. Parcel E less and except a portion of the northerly edge thereof (Approximately 20 feet wide as depicted on the site plan) and that portion along the western half of Parcel E which is north of the Durand Street ROW for a total conveyance of 0.06 acres (2,830 square feet).
2. An approximately 157.8 square foot sign parcel located generally at the northeast corner of Museum Circle and United Way Drive with the exact location to be determined prior to introduction to City Council.

### **Additional Access Easement to be Provided over COJ Property**

1. COJ shall retain ownership of Parcel F, the former Durand Avenue right of way, as well as a portion of Parcel E, but shall provide Developer an easement for access over said retained property to provide access to the Project service garage area with loading spaces and trash pickup, and to the relocated fuel tank for operation of the Marina fuel service.
2. COJ shall provide Developer an easement for access over Parcel I (as revised from “Parcel G” for clarification) and the adjoining Riverwalk to provide access to the Marina.

## **SUBMERGED LAND LEASE**

Developer shall enter into a contract with Maritime to amend the SLL or enter into a new SLL with the State in order to ensure uninterrupted operation, subject to the existing terms of the SLL, of the current dock post-closing. Any interest COJ has in the existing SLL shall be terminated.

Developer and/or COJ may apply for a new SLL with the State on RE#080270 1500. COJ and Developer to enter into a new, mutually agreed upon, sublease and/or management agreement regarding the dock(s) and marina ("Marina"). Developer shall retain ownership of the current docks as may be necessary to ensure uninterrupted service until such time as new docks are to be constructed and a new SLL is issued to COJ.

### **DEVELOPER OBLIGATIONS**

1. Developer shall design and construct a minimum of 325 Class A multi-family units, including a Ship's Store, a restaurant/bar with not less than 1,800 square feet of heated and cooled space and not less than 3,200 square feet of outdoor seating, and approximately 500 structured parking spaces with a minimum capital investment of \$80,000,000 (including acquisition), with a minimum of hard and soft construction costs totaling \$70,000,000 substantially as depicted in the site plan attached as Exhibit 1 (the "Project"). It is anticipated that the Project will be delivered simultaneously with Riverwalk, Sidewalk and Marina improvements described herein.
2. The Developer shall cause the General Contractor to secure a payment and performance bond in an amount equal to the contract price and shall use commercially reasonable efforts to add the City of Jacksonville as an additional obligee. COJ/DIA shall bear any costs of being named as an additional obligee. Developer will also provide its construction lender with a completion guarantee for the satisfactory completion of all development activity contemplated by this agreement, and Developer shall provide the DIA with written notice of same. Developer will provide to the City, in the form of which to be in Developer's sole and reasonable discretion, a completion guarantee substantially in the same format as provided to Developer's lender, or an alternative commercially reasonable guarantee of completion.
- 3.
4. The Developer shall take title to the Conveyed Land consistent with terms to be included in the RDA, and construct, as part of the Project, a structured parking garage on a portion of the Conveyed Land. Developer will ensure that the MOSH Parking Spaces shall be available for use by the general public visiting the COJ's tenant MOSH, or such other entity as the City may direct. During construction of the Project the MOSH Parking Spaces shall be provided under the Acosta Bridge or at some other mutually agreed upon location.
5. Developer, and/or its assigns shall construct, and a professionally recognized marina developer, manager and/or contractor) shall operate, a Ship's Store with a minimum of 1,000 square feet to be located on the Conveyed Land and proximate to the boat ramp for so long as the boat ramp remains in operation. The Ship's Store shall be open daily from 8am to 6pm in order to sell sundries, ice, and other necessities for patrons of the Marina and boat ramp. Developer shall spend a minimum of \$300,000 to complete the Ship's Store.
6. Developer, and/or its assigns (i.e. a professionally recognized marina developer, manager and/or contractor) shall manage and execute the re-construction of "A" Dock in accordance with COJ and Developer approved plans and pay all costs in excess of \$1,143,807 to reconstruct "A" Dock ("Excess Marina Costs"). Construction shall be performed by Developer, and/or its assigns, pursuant to a contract with the COJ similar to Palm Ave and Forest Street. All plans shall be subject to mutual approval by COJ and Developer, and/or its assigns, and shall include the fueling service location. Timing of construction and availability of facilities during construction shall be addressed in the contract. COJ shall retain ownership of the "A" Dock improvements. Commercially reasonable effort shall be made to maintain continuous operation of the dock, transient rentals, and fuel service throughout redevelopment.

7. Maritime or Developer will complete reconstruction of "B" Dock, subject to prior approval by COJ, prior to closing and Developer shall not have any obligation to complete "B" Dock. COJ or Developer may own "B" Dock. Provided however the City shall have no obligation to accept ownership of the "B" Dock unless "B" Dock is constructed in accordance with plans approved by the City.
8. Developer shall enter into a sublease and/or management agreement whereby Developer, and/or its assigns, shall manage the Marina to a commercially reasonable standard while retaining all revenue from and maintenance responsibilities for the Marina. Developer shall be required to maintain insurance (other than insurance for flood or hurricane damage) on the improvements and shall promptly repair all damage or deterioration. Developer shall maintain normal operating hours for the fuel dock consistent with the Ship Shop's hours. Developer will maintain at least twenty (20) of the slips on docks owned by COJ for public transient boat rental. Developer and DIA shall mutually agree in negotiation of the Redevelopment Agreement on the location and allocation of those twenty (20) public slips between transient (not to exceed forty-eight (48) hours) and transient short-term use of four (4) hours or less.
9. Developer shall manage and execute the re-construction of an approximately 25' wide Riverwalk, including a minimum 16' hardscape and additional landscaping ("Riverwalk") within Parcel I (as revised from Parcel G for clarification). The Riverwalk shall be completed in accordance with plans approved by DIA, DDRB and COJ deemed to be consistent with the adopted Riverwalk Design Standards, and jointly agreed to by the Developer. The Riverwalk shall be open and available for public use and enjoyment located landward of the riverside edge of the bulkhead along the Saint Johns River and within property described in Parcels I (as revised from "Parcel G" for clarification). Once completed, COJ shall retain ownership and all maintenance obligations of the Riverwalk, including the bulkhead. COJ shall maintain the Riverwalk and bulkhead in a Class "A" condition and Developer shall have the right of self-help and the ability to seek reimbursement from COJ in accordance with terms to be included in the RDA.
10. Developer shall manage and execute the re-construction of a minimum 5' wide sidewalk (to be legally described) available for public use and enjoyment ("Sidewalk") located landward of the riverside edge of the bulkhead adjacent to, and just east of, the boat ramp (to be legally described) that connects the Riverwalk to the boat ramp along and within the western boundary of the property described as Parcel C.
11. Developer shall spend a minimum of \$250,000 to complete Riverwalk and Sidewalk improvements and other improvements available for public use and enjoyment.
12. Developer shall complete construction of a park-front restaurant consisting of not less than 1,800 square feet of heated and cooled space, no more than 25' in height, together with not less than 3,200 square feet of outdoor dining area as part of the Project in the area conceptually depicted as Parcels R1, R2, R4 and R5. Related and/or assigns will use best efforts to develop the restaurant outside of Parcel R3 and must come to the DIA for any further request as needed. Developer shall own the land on which the restaurant is constructed as well as the improvements. Developer shall ensure that the "back of house" is adequately screened from the adjacent park. Developer, and/or its assigns (i.e., a professionally recognized restaurant developer, manager and/or contractor) shall operate the restaurant, retain all revenue therefrom and be responsible for all maintenance thereof. The restaurant shall remain in operation throughout the term of the REV grant so long as it is either

occupied or actively promoted for lease under prevailing market terms, using commercially reasonable efforts.

13. Developer agrees to pursue all approvals with commercially reasonable efforts and to meet the following Performance Schedule:

LAND CLOSINGS	“as is” sale within sixty (60) days after (i) the execution of the RDA, but no later than July 31, 2021.
FINAL DESIGN	to start thirty (30) days after final approval of the RDA by City Council, but to be completed no later than September 30, 2021.
PERMITTING	to start thirty (30) days after Final Design is completed, but to be completed no later than June 30, 2022.
DEMOLITION	to start thirty (30) days after Permitting is completed, but to be completed no later than September 30, 2022.
COMMENCE CONSTRUCTION	to start thirty (30) days after Demolition is completed, but no later than October 31, 2022.
COMPLETE CONSTRUCTION	30 months after Commencement of Construction, but no later than April 30, 2025.

In the event developer fails to meet the Construction Completion deadline above, the REV Grant shall be reduced by 5% for every two (2) month delay and forfeited if construction is not completed within two (2) years of the established completion date. Developer shall be entitled to extensions of the above deadlines for force majeure. As is customary, the CEO of DIA shall have the authority to grant extensions of the Performance Schedule not to exceed six (6) months in the aggregate. In the event Developer fails to Commence Construction by the deadline above, the DIA shall have the right to re-purchase all of the Conveyed Land for sixty (60) days at the same price paid by the Developer for the Ground Lease.

## INCENTIVES

1. The Conveyed Land shall be conveyed through a process compliant with the DIA Disposition of Property procedures as a Negotiated Disposition with the required thirty (30) day public notice of proposed disposition.
2. COJ shall convey the Conveyed Land described above to Developer, all free of any reversionary interests, (except as provided above regarding COJ’s right to re-purchase prior to Commencement of Construction as provided in the Performance Schedule above), for \$1.00.
3. DIA to provide a 75% REV Grant for the Project for a term or twenty (20) years or the termination of the Southside CRA whichever occurs first, unless COJ agrees to assume the obligations of the Southside CRA.
4. COJ/DIA to provide up \$1,143,807 to redevelop “A” Dock of the Marina subject to the SLL. Construction shall be performed by Developer, or assigns, pursuant to a contract with the COJ similar to Palm Ave and Forest Street. All plans shall be subject to mutual approval by COJ and Developer, and/or its assigns, and shall include the fueling service location. Timing of construction and availability of facilities during construction shall be addressed in the contract. COJ shall retain ownership of the “A” Dock improvements upon completion.
5. DIA to convey to Developer at the rate established by Ordinance the necessary stormwater credits for the Project to be compliant with all applicable COJ Ordinance Code requirements. Stormwater credits for the Project may be addressed in separate documents to be approved by the DIA.

6. DIA to request that COJ provide developer a completion grant for the restaurant in the amount of the lesser of \$500,000.00 or 50% of the actual construction costs of the restaurant and associated outdoor dining space.
7. DIA to request that COJ provide Developer an infrastructure grant to address unsuitable soils in Parcel C in the amount of the lesser of \$500,000.00 or 50% of the actual cost to address unsuitable soils.
8. DIA to request that COJ provide Developer expedited permitting pursuant to Chapter 651 of the Jacksonville Municipal Code.

#### **ADDITIONAL REQUIREMENTS**

1. COJ/DIA recognize that the restaurant has not been fully designed and acknowledge that Developer may pursue and secure “final” DDRB approval for the multi-family building before the restaurant has been fully designed. As a result, the restaurant design may be reviewed for “conceptual” approval at the same time the multi-family building is being reviewed for “final” approval by the DDRB. “Final” DDRB approval for the restaurant may be obtained within 12 months of “conceptual” DDRB approval. It is anticipated that a Certificate of Occupancy for the multi-family units will be secured simultaneously with the Certificate of Completion for the restaurant.
2. COJ/DIA shall grant to Developer a right of first refusal for a period of 10 years from the Effective Date of the RDA to purchase the MOSH site in the event such site is made available for private commercial redevelopment to be more fully defined in the RDA. The ROFR shall require developer to match not only the cash purchase price to be paid for the land but also to commit to construction of commercial improvements of equal value and similar use as to that proposed, on the same or shorter performance schedule, resulting in a similar tax revenue to the City. Such right of first refusal shall not be applicable to any sale, lease or redevelopment for civic use, park space or other use in which the public is invited to visit such as a museum, aquarium, gallery, etc. The CEO shall be authorized to further negotiate the terms of the ROFR with Developer and shall bring any material changes to the Board for approval.
3. COJ/DIA agree that adequate maintenance and programming of St. Johns River Park and Friendship Fountain are instrumental to Developer’s decision to develop the Property and therefore DIA and the City agree that throughout the life of the REV Grant:
  - a. 10% of the Annual Project Revenues will be dedicated by DIA to enhanced park maintenance and dedicated staff (estimated to average \$79,350 annually during the 20-year REV period, total of \$1,587,000); and
  - b. COJ will provide \$50,000 per year throughout the term of the REV grant for contract maintenance services to maintain St. Johns River Park and Friendship Fountain above the standard maintenance obligations of the City.

**ROI**

1. Land Swap Values:

- a. Based on the per square foot value from an appraisal prepared for COJ dated October 1, 2020, the appraised value of the property described as Parcel B is \$75.00/square foot or \$761,070.
- b. Based on an appraisal prepared for COJ dated October 1, 2020, the appraised value of the COJ's residual interest in the property described as Parcel C is \$735,000.
- c. Based on an appraisal prepared for COJ dated October 1, 2020, the value of the COJ's interest in RCBC Lease Revenue the existing lease (rental income stream) is \$659,000.
- d. Based on the per square foot value from an appraisal prepared for COJ dated October 1, 2020, the appraised value of the property described as Parcel D is \$75.00/square foot or \$342,733.
- e. Based on the per square foot value from an appraisal prepared for COJ dated October 1, 2020, the appraised value of the portion of Parcel E conveyed is \$30.00/square foot or \$84,900.
- f. Based on an appraisal prepared for COJ dated October 1, 2020, the appraised value of the property described in Parcel I (as revised from "Parcel G" for clarification) is \$75.00/square foot or \$329,175.
- g. Based on the per square foot value assigned to Parcel B in the October 1, 2020 appraisal, the value of the Sign Parcel is approximately \$4,734.

**The net benefit to COJ/DIA attributable to the Land Swap is: \$1,344,344**

2. COJ Improvement costs:

- a. Marina: \$ 1,143,807
- b. Parking and entrance to boat ramp \$ 1,650,380

3. COJ Restaurant Completion Grant \$ 500,000

4. Infrastructure Completion Grant \$ 500,000

5. Developer Expenses for Public Improvements:

- a. Riverwalk and Sidewalk \$ 250,000
- b. "A" Dock \$ TBD
- c. "B" Dock \$ TBD

6. Local Option Sales Tax \$ 0

7. Payroll \$ 0

8. New ad valorem revenue over 20 years \$15,918,605

9. REV Grant \$11,902,028

**ROI of 1:02**

**ROI ANALYSIS DOES NOT INCLUDE<sup>1</sup>**

- "Other" taxes (SJRWMD/DCPS/FIND) ~\$10,000,000
- Real estate taxes on \$6.3M base ~\$ 1,000,000
- Stormwater (w/ 2% escalator) ~\$ 300,000

---

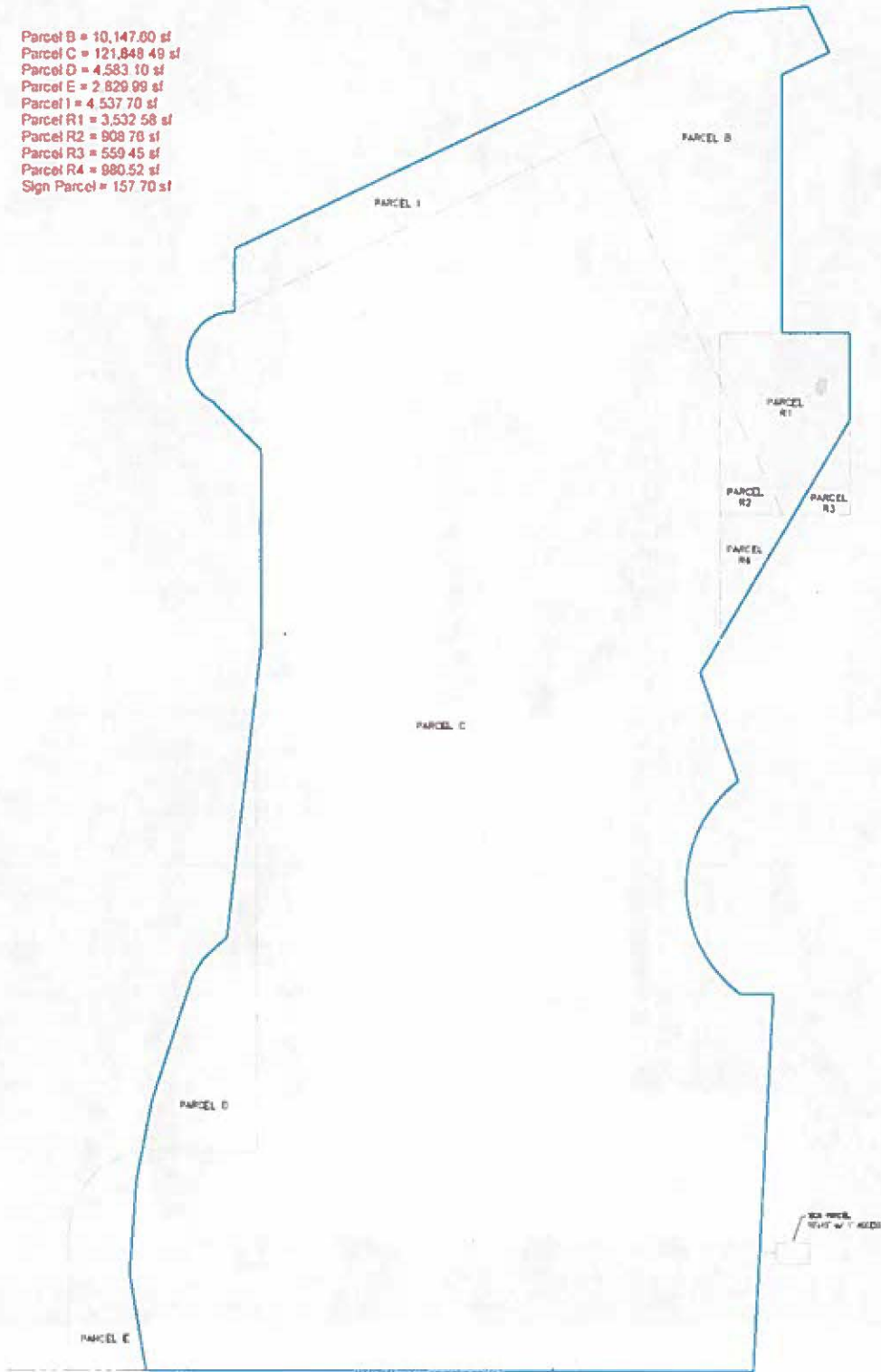
<sup>1</sup> All values over 20 years.

EXHIBIT 1 – SITE PLAN



**EXHIBIT 2 – SUBJECT PARCELS**  
**\*Parcel A, F, G, and H Intentionally Omitted**

Parcel B = 10,147.60 sf  
Parcel C = 121,848.49 sf  
Parcel D = 4,583.10 sf  
Parcel E = 2,829.99 sf  
Parcel I = 4,537.70 sf  
Parcel R1 = 3,532.58 sf  
Parcel R2 = 908.78 sf  
Parcel R3 = 559.45 sf  
Parcel R4 = 980.52 sf  
Sign Parcel = 157.70 sf





**EXHIBIT 3 – SUBJECT PARCELS**  
**Proposed Restaurant Site Parcels R1, R2, R4 and R5**

