

RESOLUTION 2024-02-03

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY RECOMMENDING CITY COUNCIL APPROVAL OF A RECAPTURE ENHANCED VALUE GRANT (“REV GRANT”), AND COMPLETION GRANT FOR THE DEVELOPMENT OF A MIXED USE PROPERTY KNOWN AS JONES ON HOGAN IN THE DOWNTOWN NORTHBANK COMMUNITY REDEVELOPMENT AREA, AUTHORIZING THE CHIEF EXECUTIVE OFFICER (THE “CEO”) TO NEGOTIATE A REDEVELOPMENT AGREEMENT REGARDING THE SAME BETWEEN THE CITY OF JACKSONVILLE, DOWNTOWN INVESTMENT AUTHORITY, AND CLL JONES BROS LLC OR A RELATED AFFILIATE OF CORNER LOT DEVELOPMENT AS MAY BE ESTABLISHED (“DEVELOPER”); AUTHORIZING THE CEO OF THE DIA TO TAKE ALL NECESSARY ACTION TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION INCLUDING THE FILING OF LEGISLATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, CLL Jones Bros LLC, an affiliate of Corner Lot Development, acquired a 0.41-acre parcel located within the Downtown Northbank Community Redevelopment Area with RE# 073855 0000 on which Developer plans to construct a multifamily and retail mixed-use development referred to as Jones on Hogan; and

WHEREAS, the Developer proposes to build a residential and retail mixed-use property on these parcels, to include 145 multifamily residential rental units with amenities, and 8,500 square feet of retail space, and a public, 2nd floor, rooftop amenity of 3,500 net square feet, as proposed; and

WHEREAS, the development of Jones on Hogan will result in a minimum private capital investment in total development costs of \$40,863,000; and

WHEREAS, the DIA is the Community Redevelopment Agency for the Downtown Northbank Community Redevelopment Area; and

WHEREAS, the Downtown Investment Authority (“DIA”) is authorized per section 55.108 *Economic Development* of the City Ordinance Code, to utilize the Tax Increment Finance District Trust Funds to foster the redevelopment of the Downtown Northbank Community Redevelopment Area; and

WHEREAS, the Downtown Investment Authority (“DIA”) is authorized per section 55.108(8)-(9)(b) *Economic Development* of the City Ordinance Code, to implement the DIA Business Investment and Development Plan (“BID Plan”), to utilize incentives and economic development programs in furtherance of goals set forth in the BID Strategy for the benefit of Downtown Jacksonville; and

WHEREAS, Developer is found to be compliant with the Tiers System as provided in the DIA BID Plan, as outlined below, as is required for the DIA to recommend funding beyond the standard DIA Incentive Programs from the City Council; and

Tier 1: Developer has provided sufficient documentation to determine that funding from the Downtown Investment Authority and the City of Jacksonville is necessary to undertake this project which will increase the amount of residential units, the residential population, and activated retail space in Downtown Jacksonville; and will achieve a minimum ROI of 1X or more; and

Tier 2: The project is found to meet the following BID Goals and Strategic Objectives (a minimum of three BID Goals, and four Strategic Objectives for each goal, is required):

Redevelopment Goal No. 2 - Increase rental and owner-occupied housing Downtown targeting diverse populations identified as seeking a more urban lifestyle.

- Actively pursue a minimum of 8,140 built and occupied multi-family dwelling units by 2030; and strive to induce the construction of 425 multifamily dwelling units per year, on average.
- Improve the breadth and diversity of housing options across Downtown Jacksonville to provide all types and varied price ranges of rental and owner-occupied opportunities, including mixed-income and mixed-use structures.
- Maximize utilization of existing parking structures and minimize construction of new parking structures exclusively for the use of single building tenants by employing tools such as shared-use parking, proximity to shared transportation, and similar programs.
- Contribute to resiliency in the design and construction of new residential buildings and flexibility in response to changing residential demand for unit sizes, home workspaces, amenities, and future conversion of parking.
- Promote development that incorporates access to a wide range of physical capabilities beyond the minimum ADA/Fair Housing regulatory requirements.

Redevelopment Goal No. 4 - Increase the vibrancy of Downtown for residents and visitors through arts, culture, history, sports, theater, events, parks, and attractions.

- Create and promote a consistent brand for Downtown Jacksonville that conveys a sense of excitement and, within the boundary of Downtown Jacksonville, foster distinct neighborhood identities that evoke a unique sense of place.
- Support the installation of public art and aesthetic and sensory enhancements, as well as wayfinding and technology throughout Downtown Jacksonville.
- Increase awareness of Downtown's history and its historic structures. Provide resources that engage and educate the public on the historical and cultural stories of Jacksonville and its people. Support the expansion, renovation, and improvement of existing, and creation of new, diverse civic attractions, cultural venues, theaters, and parks that provide a mix of activities and attract a broad range of demographics.
- Support the expansion, renovation, and improvement of existing, and creation of new, diverse civic attractions, cultural venues, theaters, and parks that provide a mix of activities and attract a broad range of demographics.
- Partner with arts and culture organizations as well as educational institutions to create culturally specific attractions, competitions and workforce development programs that bring students, young professionals, etc. Downtown.

Redevelopment Goal No. 5 - Improve the safety, accessibility and wellness of Downtown Jacksonville and cleanliness and maintenance of public spaces for residents, workers, and visitors.

- Expand the installation of public infrastructure that enhances safety such as countdown timer, pedestrian signals, enhanced lighting, security cameras, etc.
- Support and enforce proper cleaning, maintenance, and repair of public spaces.
- Promote safe and equitable access to all Downtown facilities by improving access to buildings and other properties, amenities, transit, events, and attractions; by eliminating obstacles; and by designing for all ages and abilities.
- Promote wellness by facilitating healthy choices for food, outdoor venues for dining and gathering.

Tier 3: The project must contribute to projects included in the Years Tables and identified as “Tiers Eligible” found in the BID Plan. To satisfy the Tier 3 requirement the tiers eligible project(s) value must be equal to or greater than 3% of the total development cost of the proposed development project.

Jones on Hogan has identified the following projects to which Developer is committed to providing funding equal to 3% of the Minimum Private Capital Contribution, \$1,225,890:

- LaVilla Heritage Trail and Gateways
- Urban Art Programming
- Northbank and Southbank Banners
- Hogan Street Improvements-Emerald Trail
- Northbank Parks Capital Improvement Projects

Further, to be eligible for recommendation for additional funding from the City, the project must advance four BID Goals as shown above and have positive Impact on six Performance Measures, which the Jones on Hogan project is determined to contribute positively to the following:

1. Employment
2. Multifamily residents
3. Multifamily housing units
4. Number of restaurants/Bars Downtown
5. Tax value
6. Number of daily Downtown visitors

WHEREAS, the proposed City of Jacksonville REV Grant and Completion Grant incentives are a material factor in assisting Developer in expanding the number of residential units, the residential population, and activated retail space within the Downtown Northbank Community Redevelopment Area of Downtown Jacksonville; and

WHEREAS, DIA is proposing a REV Grant to be paid over twenty (20) years in the not to exceed amount of \$4,970,000, based on 65% of the incremental increase in the county portion of ad valorem taxes to be collected over twenty years, as generated from the proposed investment in the Jones on Hogan Property development at \$40.9 million, and the REV Grant is consistent with the DIA Tiers System guidelines set forth in the Bid Plan; and

WHEREAS, REV Grant annual payments will be funded through the Downtown Northbank Redevelopment Trust Fund; and

WHEREAS, DIA is proposing a Completion Grant in the not to exceed amount of \$3,100,000 to be earned and paid upon achieving performance requirements outlined in the Term Sheet attached hereto as Exhibit A; and

WHEREAS, Completion Grant amounts will be funded through the City of Jacksonville General Fund and will require future appropriation from City Council after Developer meets performance requirements outlined in the Term Sheet attached hereto as Exhibit A; and

WHEREAS, entering into the Redevelopment Agreement and award of these incentives is contingent upon Developer being the winning proposer on the Noticed Disposition of the JFRD Parcel as further described in the Exhibit A Term Sheet to this Resolution 2024-02-03, and must comply with all terms and conditions as set forth in such Disposition Notice, including, but not limited to, the provision of temporary spaces in the immediate vicinity during the construction period of the subject Improvements.

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

Section 1. The DIA finds that the recitals set forth above are true and correct and are incorporated herein by this reference.

Section 2. The DIA hereby recommends approval of a Completion Grant in the not to exceed amount of \$3,100,000 subject to the terms and conditions as provided in the Term Sheet attached hereto as Exhibit A.

Section 3. The DIA hereby authorizes its CEO to negotiate a Redevelopment Agreement authorizing the REV Grant and Completion Grant as described above subject to the minimum terms and conditions contained in the term sheet attached as Exhibit A.

Section 5. The DIA recommends that City Council adopt an ordinance that authorizes a Redevelopment Agreement pursuant to Exhibit A, terms, and conditions.

Section 6. The DIA hereby authorizes its CEO to take all necessary actions to effectuate the purposes of this Resolution, including but not limited to the filing of legislation and execution of a Redevelopment Agreement, or functional equivalents, providing that such actions incorporate, at a minimum, the terms and conditions contained in Exhibit A to this Resolution 2024-02-03.

Section 7. This Resolution, 2024-02-03, shall become effective on the date it is signed by the Chair of the DIA Board.

******* SIGNATURES FOUND ON THE FOLLOWING PAGE *******

WITNESS:

Overhill

DOWNTOWN INVESTMENT AUTHORITY

[Signature]
Jim Citrang, Chairman

2/29/24
Date

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

Exhibit A to Resolution 2024-02-XX

Jones on Hogan

Term Sheet

Developer/ Applicant:	CLL JONES BROS LLC (or other entity formed by CORNER LOT DEVELOPMENT GROUP for the development or ownership of the subject property where it, or its principals, have controlling interest).
The Property:	0.41-acre parcel located at 502 Hogan St, Jacksonville FL 32205 with RE: 073855 0000 - Corner of Hogan St/Church St as identified further in Exhibit 1. to this Term Sheet.
The JFRD Parcel:	<p>0.17-acre parcel located at 0 W Ashley Street with RE# 073856 0000, conditional on Developer being winning proposer following noticed disposition as identified further in Exhibit 2. to this Term Sheet.</p> <p>If Developer is selected in the noticed disposition process, City of Jacksonville to convey JFRD Parcel in fee simple ownership to Developer for incorporation into the Project in consideration an equal number of permanent parking spaces for the benefit of the Jacksonville Fire and Rescue Department for exclusive unrestricted use 24/7/365. Such spaces to be delivered as early as possible, but not later than Substantial Completion of the Project.</p>
The Project:	<p>Developer shall design and construct the proposed improvements on the Property and the JFRD Parcel, subject to noticed disposition, (the "Project") to include the following (all dimensions and counts are approximate unless stated otherwise):</p> <ol style="list-style-type: none">1. Proposed building with a minimum of 6 floors to be occupied for mixed residential and retail uses, and open public space materially consistent with Exhibit 6. (subject to reasonable restrictions on access for the safety of residents and rules and regulations adopted by the Developer subject to approval by the DIA and the COJ Parks Department in their sole, but reasonable, discretion).2. Residential Units: 145 residential units proposed with mix comprised of:<ol style="list-style-type: none">a) 81 - Studio units (No fewer than 75 units)b) 39 - 1 BR units (No fewer than 37 units)c) 5 - 2 BR units (No fewer than 5 units)d) No fewer than 140 total unit count minimum.e) Gross square footage proposed of 136,145 sf, including net residential square footage of 90,180 sf, retail net square footage of 8,500 sf, and a public, 2nd floor, rooftop amenity of 3,500 net square feet, may each adjust downward in final design by not more than 10% to remain within compliance, with no limit on upward adjustment.

- f) Amenities to include bike storage, storage rental, and other shared amenities in the adaptive reuse of the adjacent historic Jones Bros. Building to include the mail room, leasing office, co-workspace, and public restrooms.
 - g) Workspaces, defined as built in desks, or alcove spaces designed for desks, with electrical outlets and room for a chair not in a walkway, are incorporated into a minimum of 18 units, allowing the building to adapt to and meet the needs of changing work trends.
 - h) The development will also provide a minimum of 18 fully furnished spaces for a minimum of ten years (Living room, bedroom(s), dining room furniture, and kitchenware as would generally be considered complete sets of each to be included).
3. The first level is concrete construction, contributing to flood resiliency, with raised electrical panels and infrastructure removed from the ground floor to minimize flooding impacts.
4. Retail Space:
- a) Approximately 8,500 sf of Leasable Square Footage, may adjust downward in final design by not more than 10% to remain within compliance, with no limit on upward adjustment.
 - b) Retail Frontages at the ground level proposed totaling 228 feet (Exhibit 7 to this Term Sheet) broken down as:
 - i. 104 contiguous linear feet fronting Hogan Street
 - ii. 114 contiguous linear feet fronting Church Street
 - iii. Retail Frontages on each street may adjust downward in final design by not more than 10% to remain within compliance, with no limit on upward adjustment.
 - iv. Retail space must include a minimum of 1 (one) restaurant tenant that provides outdoor dining options, which shall open for business within 6 months of Substantial Completion ("Restaurant Opening"). In the event that the operator of the Restaurant changes, the Restaurant may be closed for not more than ninety (90) days ("Restaurant Closure"); notwithstanding the foregoing, the CEO of the DIA may extend the Restaurant Opening and the Restaurant Closure for up to an additional ninety (90) days each (for an aggregate of up to 180 days each) for delays caused by force majeure events or in her sole discretion for good cause shown by Developer.
5. Applicant commits to a Minimum Total Development Cost of \$40,863,000 inclusive of the property acquired for \$675,000 and valued by the Applicant at \$780,000, as detailed in Exhibit 3. to this Term Sheet. If there is a downward adjustment in the Eligible

	<p>Construction Cost approved pursuant to the Rev Grant section, the Minimum Total Development Cost investment shall also be adjusted downward by not more than a pro rata equivalent.</p>
Design:	<ol style="list-style-type: none"> 1. The design will comply with the Downtown Overlay Zone Standards as enacted within the Jacksonville Municipal Code as well as the DDRB’s development guidelines and approvals, except as may otherwise be approved by the DDRB and allowed by code. 2. The Developer/Applicant will meet with the City’s Chief Resilience Officer to discuss the Project and identify any applicable resiliency features that may be applicable to the Project.
Easements and temporary interests to be conveyed:	<ol style="list-style-type: none"> 1. Crane air rights, if applicable, and granted by the City over public property. 2. Temporary road/lane closures without fees except for required meter bagging charges, if any. 3. To the extent reasonably required, temporary site safety/construction logistics easement(s) to protect street (and general public) from adjacent construction activities (not to include any lay down yard or storage on public land). 4. Completion Grants require non-exclusive easements in favor of the City to the benefit of the public as detailed in the Tiers Commitments section.
REV Grant:	<ol style="list-style-type: none"> 1. 65% REV grant with Maximum Indebtedness of \$4,970,000 calculated over a 20-year term on the Real Property and Tangible Personal Property taxes collected on the subject Property and Improvements beginning with the first year after the Project has achieved substantial completion. 2. The maximum indebtedness shall be calculated based on the projected assessed value using the agreed-upon Eligible Construction Cost of \$33,809,000 equaling Total Development Cost as provided by the Applicant totaling \$40,863,000 less acquisition costs, FF&E, legal and due diligence, fees and insurance, development fee, operating reserve, and interest reserve, and other costs all totaling \$7,054,000 as itemized in Exhibit 4. to this Term Sheet. 3. The DIA staff may approve a reduction in the projected Construction Cost of up to 10% with an accompanying pro rata reduction in the Rev Grant Maximum Indebtedness. 4. The DIA Board may approve a reduction in projected Construction Cost greater than 10% but no more than 15% with an accompanying pro rata reduction in the Rev Grant maximum indebtedness. <p>Any reduction in actual projected Construction Cost of more than 15% shall result in the forfeiture of the REV Grant and Completion Grants.</p>

Completion Grant:	<ol style="list-style-type: none"> 1. Maximum Proceeds: Not to exceed \$3,100,000. 2. Funding 1 in the amount of \$2,680,000 to be earned and paid upon Substantial Completion of the Improvements. 3. Funding 2 in the amount of \$252,000. For payment to be requested, a minimum of 60% of the Retail Net Square Footage (5,100 sf) must be under lease from eligible tenants before payment may be requested. Request must be made no later than the second anniversary of the documented date of Substantial Completion or is forfeited. 4. Funding 3 in the amount of \$168,000. For payment to be requested, a minimum of 100% of the Retail Net Square Footage (8,500 sf) must be under lease from eligible tenants before payment may be requested. Request must be made not later than the second anniversary of the documented date of Substantial Completion or is forfeited. 5. Amounts proposed for Completion Grant Funding tranches 1, 2, & 3, above shall be reduced by the same pro rata amount as any reduction provided to the Eligible Construction Cost and REV Grant per terms found in the REV Grant section above. 6. Retail Net Square Footage at Jones on Hogan for these purposes totals 8,500 square feet.
Redevelopment Agreement:	The Redevelopment Agreement will establish the essential terms of the incentives, funding, and each party's responsibility for maintenance of the easements granted in favor of the City, and other terms relevant to the development of the Property. The RDA will become effective upon its execution following approval by the City Council. Its terms will govern the rights and responsibilities of the parties throughout the term of the RDA.
Entitlements:	The City and the DIA will allocate all required entitlements for the Project, including Downtown Development Rights, and will timely process all required applications including, without limitation, Conceptual and Final DDRB Applications. Mobility Credits and Stormwater Credits will be available for purchase by Developer in accordance with the ordinance governing the same once the quantity of credits required is known.
Permits:	Developer / Applicant will be responsible for obtaining all building and other permits required for the Project.
Tiers System Commitments	In conjunction with approval for consideration of additional funding as Completion grants, Developer/Applicant hereby agrees to conditions or commitments as outlined in Exhibit 8, including the Years Table financial commitment in satisfaction of the Tier 3 requirement totaling \$1,225,890 which may be adjusted from time to time based on actual costs and values such that the total sum of the value of all conditions or commitments over

	20 years is equal to 3% of the Total Development Cost.
<p>Performance Schedule:</p>	<p>RDA EXECUTION– The Redevelopment Agreement will be entered into by Developer, DIA, and the City within thirty (30) days following the effective date of legislation authorizing the RDA, which shall also require being selected as the winning proposer on the JFRD parcel and closing on that conveyance prior to or simultaneous with the execution of the RDA.</p> <p>INITIAL PERMITTING – Developer shall apply for all permits necessary to commence construction (including vertical building permits) and proceed without interruption to completion of the Project no later than six (6) months from the effective date of the Redevelopment Agreement but not later than February 28, 2025, and pursue the same with commercially reasonable diligence.</p> <p>COMMENCE CONSTRUCTION – Developer shall commence construction no later than six (6) months from application for permitting but not later than August 31, 2025 and proceed without material delay through completion.</p> <p>COMPLETION OF CONSTRUCTION - All improvements on the Property to be substantially completed within 24 (Twenty-four) months of commencement but not later than August 31, 2027.</p> <p>The outside dates listed above are predicated on City Council approval of the Redevelopment Agreement not later than June 25, 2024. Delays in such approval will result in a day-for-day extension of all dates detailed above.</p> <p>The foregoing deadlines will be subject to extensions of up to six (6) months granted by the DIA’s CEO without additional City Council approval upon reasonable cause shown by Developer, or by force majeure. Such extension of the Commencement Date shall also apply to the date of Substantial Completion so that a single extension provided will apply to both simultaneously.</p>
<p>Additional Terms and Conditions</p>	<ol style="list-style-type: none"> 1. All funding commitments other than the REV Grant are subject to further approvals by the COJ City Council. 2. Minimum Equity Requirement of \$12,000,000 (29.4% of TDC) to be evidenced to the satisfaction of the DIA in its sole discretion prior to payment of any Completion Grant. 3. Payment of Completion Grant Components related to LOST and Induced Taxes is subject to compliance with all terms and conditions as found in Resolution 2023-09-01 as approved by the DIA Board at its meeting held September 21, 2023 including but not limited to: <ol style="list-style-type: none"> a. Only projects that fully meet the Tiers System criteria are eligible for consideration.

- b. Only projects that exceed the amount of retail space required by zoning or traditional REV grant criteria and are part of a larger mixed-use project are eligible.
- c. The maximum payout of the Completion Grant is earned when leasing activity reaches 90% of the total leasable retail square footage as determined at the time of underwriting (Effective Gross Leased Space). Eligible leases, as provided to the DIA for consideration, shall be those that are entered into at commercially reasonable market rates (as determined by the DIA in its sole discretion), with a minimum term of three years, and with operators meeting the definition of retail as found in the Retail Enhancement Program Guidelines and consistent with the type of operators that are expected to generate the level of taxable sales activity as captured in the pro forma at the time of underwriting.
- d. Developers are provided up to two years following the documented date of Substantial Completion to satisfy the executed lease requirement and request payout of approved additional funding after which time the commitment for additional funding is terminated.
- e. A pro rata portion of the Completion Grant may be earned and applied for in not more than two tranches up to the second anniversary of the documented date of Substantial Completion. The pro rata calculation shall be based on the actual gross square footage of eligible retail space where a binding, bona fide lease with a tenant meeting the requirements established herein has been entered into by landlord and tenant (Actual Leased Space), divided by Effective Gross Leased Space. A minimum of 60% of the Effective Gross Leased Space must be under lease before payment of the first tranche may be requested. The definition of Substantial Completion will include that the Certificate of Occupancy for the building has been issued to allow for the property's primary use, and that any retail space included in the LOST calculations is finished to a cold dark shell stage of completion.
- f. Only the first one cent of the LOST is eligible in these calculations.
- g. Because of the additional payout that may be earned, the retail space used in these calculations shall not be eligible for Retail Enhancement Program funding for tenant improvements.
- h. For space leased by the landlord, only LOST from space facing the street front at ground level or rooftop may count towards the ROI calculation, unless otherwise agreed to by the DIA in its sole discretion. For further clarification, neither interior retail nor interior office space shall be considered in these calculations.
- i. Minimum Direct Investor Equity (private investment excluding deferred developer fee, tax credit equity, or similar indirect sources) must equal 20% of total development costs or more to be eligible for

employment of this ROI calculation methodology.

- j. Leases from businesses relocating from other parts of Downtown are not eligible towards meeting minimum payout thresholds unless at the end of an existing lease term and considering moving from Downtown, or unless the proposed move is necessary for business expansion that includes job creation, involuntary displacement from current space that is unrelated to financial or operating disputes, or similar circumstances, consistent with the DIA Retail Enhancement Program.
- k. Approval by the DIA staff that executed leases submitted for calculation of leased space meet the definition of Retail as provided in Retail Enhancement Program guidelines with a minimum term of three years.
- l. Property owner is required to collect and remit to the DIA copies of sales tax receipts remitted annually by the property owner and tenants (copies of form DR-15 or equivalent). Amounts that fall short of the cumulative expected benefit as shown in Exhibit 5 in any given calendar year through year ten will be withheld from the REV payment applicable to the same calendar year. Any such withholding will not affect the maximum REV Grant amount as approved and documented in the Redevelopment Agreement or other terms of that REV Grant including, but not limited to, the outside maturity date for payment.

For these purposes, the recipient will begin the collection of DR-15 or other LOST payment information with the thirteenth month following final payout of the Completion Grant or similar funding mechanism as may be approved and earned following criteria established above. Collection and remittance of this information will be in proportion to the pro rata number of full months remaining in that calendar year, followed by nine full years of data collection and submission, and a final pro rata year with the remaining number of full months from the first year of submission.

The provisions of this Term Sheet are intended to guide the parties in negotiating the Redevelopment Agreement, and any other documents that may be necessary to give effect to the manifest intent of the parties expressed herein.

Exhibit 1. The Property

← search ← results Details

Real Estate #: 073855 0000

Owner: CLL JONES BROS LLC

Address: 502 HOGAN ST N

Zip Code: 32202

Transaction Price: \$675000

Transaction Year: 2022

Acres: 0.41

Book-Page: 2022601875

Map Panel: 6413

Legal Descriptions: 39-25-26E .421
JACKSONVILLE HARTS MAP LOT 2(EX W 35FT), LOT
3 BLK 58

Flood Zone: ZONE X

AshSite:

EDA Level: NOT DISTRESSED

Evacuation Zone: ZONE C

Planning District: 1



Exhibit 2. – JFRD Parcel

The image shows a digital map interface with a sidebar on the left containing property details and an aerial map on the right. The sidebar lists the following information:

- Real Estate #: 073856 0000
- Owner: CITY OF JACKSONVILLE
- Address: 0 ASHLEY ST W
- Zip Code: 32202
- Transaction Price: 5100
- Transaction Year: 1994
- Acres: 0.17
- Book-Page: 0784101171
- Map Panel: 6413
- Legal Descriptions: 39-25-26E JAX HARTS MAP LOT 5(EX W 35FT)
- Flood Zone: ZONE X
- AshSite:
- EDA Level: NOT DISTRESSED
- Evacuation Zone: ZONE C
- Planning District: 1

The aerial map on the right shows a residential neighborhood with streets labeled: JULIA ST NW, ASHLEY ST W, CHURCH ST NW, and UNIVERSITY. Several houses are visible with their addresses: 111, 241, 225, 124, 211, 604, 510, 574, 570, 502, and 528. The parcel 073856 0000 is highlighted with a blue border and a red label. A green outline indicates a larger parcel boundary.

Ex. 3 - Total Development Cost

DEVELOPMENT BUDGET	
LAND	Total
Purchase Price	\$675,000
Acquisition Costs	\$105,000
	\$780,000
SOFT COSTS	
Legal & Due Diligence	\$2,337,000
Architectural & Engineering	\$1,050,000
Financing Fees & Insurance	\$649,000
Development Fees	\$1,148,000
Interest Reserve	\$1,400,000
Operating Reserve	\$60,000
	\$6,644,000
HARD COSTS	
GC Contract	\$29,671,000
Furniture, Fixtures & Equipment	\$650,000
Signage	\$85,000
Appliances	\$65,000
Hard Cost Contingency	\$2,968,000
	\$33,439,000
TOTAL DEVELOPMENT COST	\$40,863,000
Equity Commitment (20%)	\$ 8,172,600
Tier 3 Commitment (3%)	\$ 1,225,890

Exhibit 4. – Eligible Construction Cost

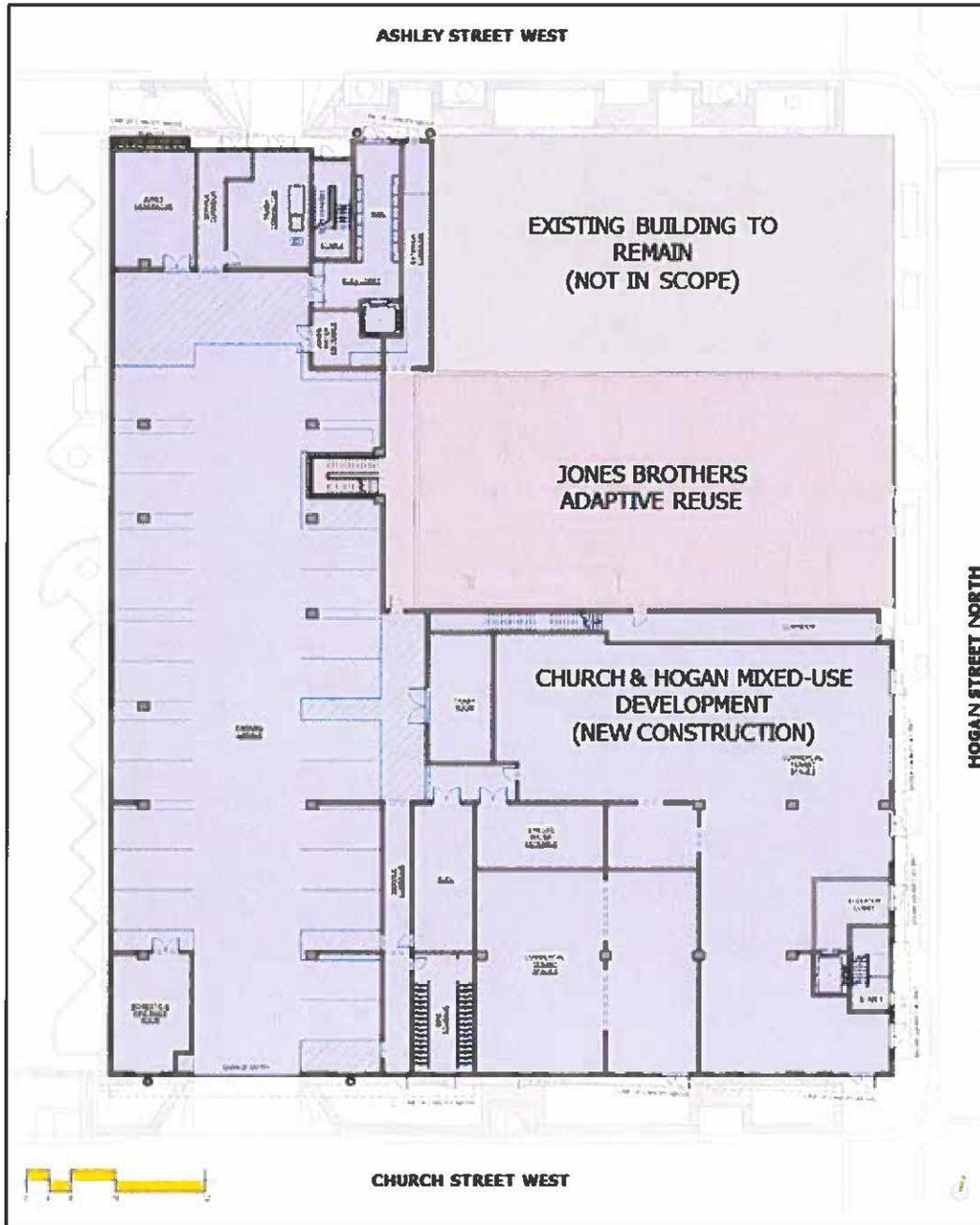
TOTAL DEVELOPMENT COST	\$	40,863,000
Interest Reserve	\$	(1,400,000)
Operating Reserve	\$	(60,000)
Development Fee	\$	(1,172,000)
SUBTOTAL: FEES & INSURANCE	\$	(655,000)
SUBTOTAL: LEGAL & DUE DILIGENCE	\$	(2,337,000)
FF&E	\$	(650,000)
SUBTOTAL PURCHASE & CLOSING COST	\$	(780,000)
ELIGIBLE CONSTRUCTION COST	\$	33,809,000

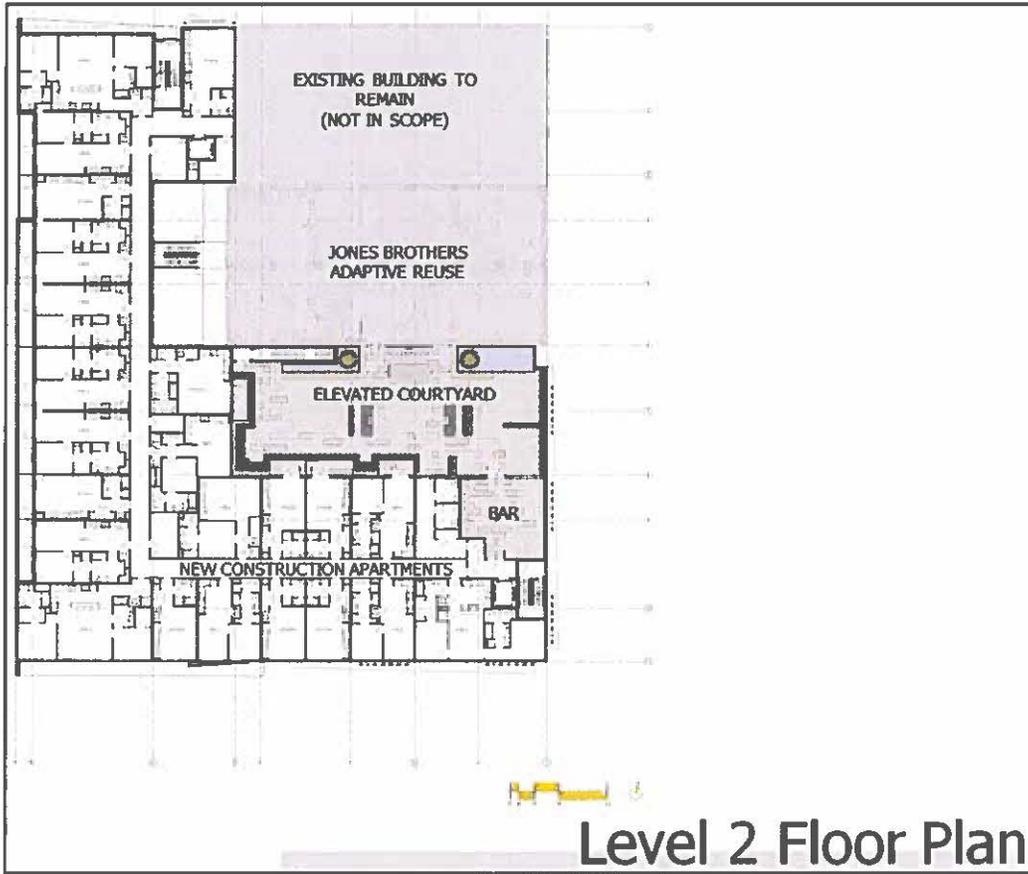
EXHIBIT 5 – Local Option Sales Tax Projected Benefit

Local Option Sales Tax Projected Benefit				
YR	F&B	Retail	Total	Cumulative
1	\$24,900	\$7,700	\$32,600	\$32,600
2	\$25,400	\$7,900	\$33,300	\$65,900
3	\$25,900	\$8,000	\$33,900	\$99,800
4	\$26,400	\$8,200	\$34,600	\$134,400
5	\$26,900	\$8,400	\$35,300	\$169,700
6	\$27,500	\$8,500	\$36,000	\$205,700
7	\$28,000	\$8,700	\$36,700	\$242,400
8	\$28,600	\$8,900	\$37,500	\$279,900
9	\$29,100	\$9,100	\$38,200	\$318,100
10	\$29,700	\$9,200	\$38,900	\$357,000

EXHIBIT 6 – THE IMPROVEMENTS







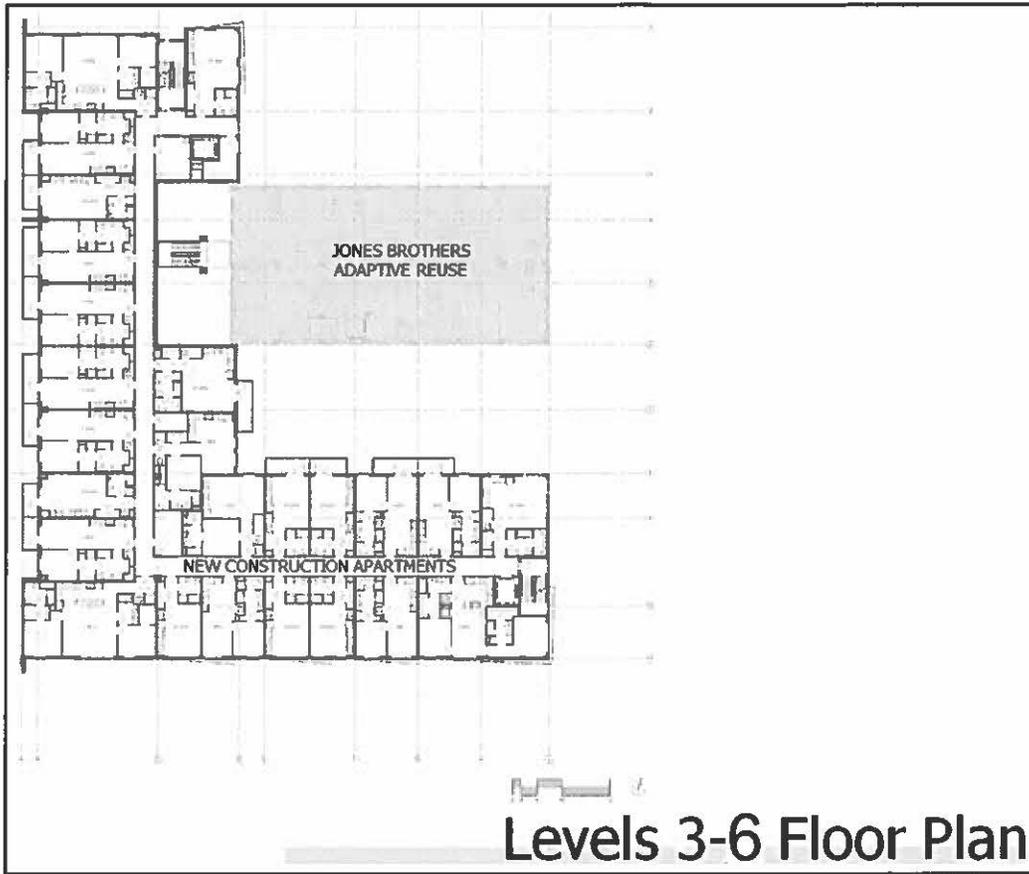


EXHIBIT 8 – Tiers Commitments

Development	Jones on Hogan	
Total Development Cost	\$40,863,000	
Tier 3 Financial Commitment	\$1,225,890	
TIER 2 Goals and Strategic Objectives		
Goal #2 – Residential Units		
2a – Number of Units	✓	145 units total
2b - Breadth And Diversity	✓	18 furnished (for a period no less than 5 years) 10 years to qualify
2c - Shared Parking	✓	Corner Lot partnered with Gateway Jax, LLC to acquire and repurpose the First Baptist garage at the corner of Hogan Street and Beaver Street to increase residential density on-site and utilize the off-site, shared-use garage for all resident parking needs – without building a new parking structure. The parking that will be provided on-site has 17 spaces dedicated (24/7/365) to the neighboring Jacksonville Fire and Rescue Department. It will also include 2 x valet/ride-share/grocery drop-off spots and 2 permanent ADA parking spots.
2d - Resilience And Flexibility	✓	The Project will contribute to resilience by utilizing these, and other, construction strategies: <ul style="list-style-type: none"> • Elevated electrical panels. • removing infrastructure from the ground floor to minimize flooding impacts (HVAC condensers, low-voltage wiring) The Project includes adaptive live/work spaces that will be available in a minimum of 18 units to include areas designated for home office use such as built in desks or desk nook areas.
2e - ADA Fair Housing	✓	There will be 2 units that will offer ADA accommodations including grab bars, accessible toilet facilities, and zero entry showers.
Goal 4 - Vibrancy		
4a - Branding	✓	The North Core Patio will utilize the newly defined branding guidelines for the North Core District by integrating elements from hardscape design to the font and branding for the Project website. - Trees to be sky climber live oaks w/tree grates. - Accent planters & pots w/Gama grass, azalea, and similar. - The colors used for the building and on the patio will be the Charcoal and Concrete Grey. - The secondary colors including the Weathered Brick and Oak Leaf will be used on Patio.

<p>4b - Art and Wayfinding</p>	<p>✓</p>	<p>To achieve this metric, the Project will:</p> <ul style="list-style-type: none"> - Incorporate public art along the Emerald Trail on Hogan between Church/Ashley in coordination with Groundwork Jacksonville. - A minimum of 2 public art installations will be completed in the first 3 years for an investment of \$273,000. (Clawback from REV if not fulfilled to DIA satisfaction). - In the event the CIP is satisfied by other investments in public art the investment in the first 3 years will be allocated to signs or other wayfinding solutions that are focused on the Emerald Trail and the access to the parks on the Northbank. - Utilize creative lighting and wayfinding for the entrance to the North Core Patio <ul style="list-style-type: none"> o Lighting, street vinyl's, other concepts to be determined. <p>Through these efforts the residents and visitors will be aware of the Emerald Trail and its associated amenities included on the North Core patio.</p>
<p>4c - Downtown History</p>	<p>✓</p>	<p>The Developer shall coordinate with the Downtown Investment Authority the design, content and placement of a historic marker / placard on the building(s).</p>
<p>4d - Creation Of Public Attraction/Park</p>	<p>✓</p>	<p>The North Core Patio provides an elevated public park space for hydration, public restrooms, and a meeting place right on the Emerald Trail. Bike rack and air pumps will be made available to support those utilizing the trail and pathway.</p> <p>Additionally, other scheduled events throughout the year will be coordinated through the management team responsible for the property and orchestrated in conjunction with downtown stakeholders:</p> <ul style="list-style-type: none"> - Yoga, Saturday mornings, 10/year, weather permitting. - Movie Nights – Friday nights, 10/year, weather permitting. - Other events coordinated with Downtown stakeholders. <p>The North Core Patio will offer an open and public space which will also be used for private events that could be reserved for birthday parties, anniversaries, fundraisers, and public events, which will drive new traffic to downtown Jacksonville. The private access will be limited to no more than 12 times per year unless otherwise approved by DIA or the Parks Department. Hours open to the public to be established by Developer with approval from DIA and COJ Parks Department, not to be unreasonably withheld.</p>
<p>4g - Partner With Art/Culture Orgs</p>	<p>✓</p>	<p>Corner Lot commits to working with the City of Jacksonville and other City stakeholders such as The Cultural Council and Groundwork Jacksonville & The Emerald Trail in fulfillment of these objectives.</p>

6a - Pedestrian and bikeable links	✓	The Project enhances the Emerald Trail by providing an elevated public park/urban trailhead at the North Core Patio. This unique public open space will expand upon the City's linear park system and includes access to amenities like Wi-Fi, beverages, and public restrooms.
6c - Design optimization	✓	As documented in the DDRB submission for the Project, Corner Lot has dedicated the Hogan Street frontage for Emerald Trail programming, provided an enhanced amenity area along Church Street and created more than 1,000 square feet of shade more than the minimum required by code along Church and Ashley Streets alone.
6d - Bike lanes, bike racks	✓	Corner Lot has devoted the entire Hogan Street frontage to the Emerald Trail and will install 10 additional bike racks along the corridor.
6e - Compact, walkable downtown	✓	The Project has been designed to maximize streetscape activity. The Emerald Trail frontage features 100% activation while storefronts wrap the corner at Church Street with only the necessary parking access aisle visible along the side. Storefronts with full transparency and the North Core Patio anchor the Church and Hogan corner with a mix of uses sure to engage passersby.

Tier 3 Financial Commitments

Below is a proposed schedule for Tier 3 financial contributions totaling \$1,225,890, which begin once the project has achieved Substantial Completion.

- Near Term: Prior to end of Year 2 (w/in 24 months following Substantial Completion) \$300,000
- Near Term: Prior to end of Year 3 (w/in 36 months following Substantial Completion) \$250,000
- Mid Term: 4th- 9th Years following Substantial Completion; (\$100,00 annual minimum) \$600,000
- Final Contribution: 10th Years following Substantial Completion; \$ 75,890
- TOTAL** **\$1,225,890**

During these periods, Corner Lot will satisfy its financial commitment through contributions in the following tiers-eligible projects as further identified and approved by the DIA in its sole, but reasonable discretion:

- LaVilla Heritage Trail and Gateways
- Urban Art Programming
- Northbank and Southbank Banners
- Hogan Street Improvements-Emerald Trail
- Northbank Parks Capital Improvement Projects