

RESOLUTION 2019-12-02

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) APPROVING A SECOND AMENDMENT TO THE OPTION AGREEMENT MADE BETWEEN MAINSTREET CV 76 S. LAURA ST., LLC, THE CITY OF JACKSONVILLE AND PARADOR PARTNERS, LLC, EXTENDING THE DEADLINE FOR COMMENCEMENT OF CONSTRUCTION FROM MAY 27, 2019 TO THE SOONER OF SIX MONTHS FROM THE DATE OF EXECUTION OF A REVISED QUITCLAIM DEED OR SEPTEMBER 1, 2020; APPROVING AN AMENDED QUITCLAIM DEED WITH RIGHT OF REVERTER AND RESERVATION OF CONTINUING EASEMENT RIGHTS TO BE MADE CONSISTENT WITH THE REVISED COMMENCEMENT OF CONSTRUCTION DEADLINES IN THE AFOREMENTIONED SECOND AMENDMENT TO THE OPTION AGREEMENT; FINDING THAT THIS RESOLUTION FURTHERS THE BUSINESS INVESTMENT AND DEVELOPMENT (“BID”) PLAN, INCLUDING THE COMMUNITY REDEVELOPMENT AREA PLAN; INSTRUCTING ITS CHIEF EXECUTIVE OFFICER (“CEO”) TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the DIA in its role as Community Redevelopment Agency for the Northbank Community Redevelopment Area assumed management of an Option Agreement, dated November 21, 2011, (the “Option Agreement”) for the purchase and sale of the Sister Cities Parcel (the “Property”); and

WHEREAS, on March 24, 2015 the DIA approved the Assignment of the Option Agreement from Parador Partners to Mainstreet CV 76 S. Laura St, LLC (“Mainstreet”); and

WHEREAS, an executed Quitclaim Deed with Right of Reverter and Reservation of Continuing Easement Rights (“Quitclaim Deed”) was recorded in the public records of Duval County on April 27, 2018; and

WHEREAS, the Right of Reverter in the Quitclaim Deed requires that construction was to commence on or by April 26, 2019; and

WHEREAS, Mainstreet has pursued in good faith the redevelopment of the Property, has been granted an air rights easement, has approved engineering plans, and through no fault of their own were not able to meet the April 26, 2019 commencement of construction deadline; and

WHEREAS, upon extension of the commencement of construction deadline, Mainstreet will be able to begin construction, 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 finds that this resolution furthers BID Plan Redevelopment Goal 1, which reads: *Reinforce Downtown as the City's unique epicenter for business, history, culture, education and entertainment.*

Section 3. The Commencement of Construction deadline contained within the Option Agreement and the Quitclaim Deed With Right of Reverter and Reservation of Continuing Easements are hereby extended from April 27, 2019 to the sooner of: (i) six (6) months from the Effective Date of a to-be-executed Quitclaim Deed With Right of Reverter and Reservation of Continuing Easements or September 1, 2020. The Completion of Construction deadline of April 26, 2021 contained within both the Option Agreement and the Quitclaim Deed With Right of Reverter and Reservation of Continuing Easements shall remain in effect.

Section 4. The DIA instructs its CEO to execute the contracts and documents and otherwise take all necessary action in connection with the purposes of this Resolution.

Section 5. This Resolution shall become effective upon its approval by the DIA and execution by the Chair of the DIA Board.

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY





Craig Gibbs, Esq, Chairman

12-19-19

Date

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

Prepared by and return to
John Sawyer, Esq.
Office of General Counsel
City of Jacksonville
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

**QUITCLAIM DEED WITH RIGHT OF REVERTER
AND RESERVATION OF CONTINUING EASEMENT RIGHTS**

This **Quitclaim Deed with Right of Reverter** ("Quitclaim Deed") is made this 27th day of April, 2018 (the "Effective Date") between **CITY OF JACKSONVILLE**, a Florida municipal corporation, whose address is c/o General Counsel, 117 West Duval Street, Suite 480, Jacksonville, Florida 32202 ("Grantor"), and **MAINSTREET CV 76 S. LAURA ST., LLC**, a Delaware limited liability company ("Grantee"), successor in interest to **PARADOR PARTNERS, LLC**, a Florida limited liability company.

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and no/100 dollars (\$10.00) and other valuable considerations, receipt of which is hereby acknowledged, does hereby remise, release and quitclaim unto Grantee, its successors and assigns, all the right, title, interest, claim and demand, if any, which the Grantor has in and to the land, situate, lying and being in the County of Duval, State of Florida, described on attached **Exhibit A** (the "Property").

TO HAVE AND HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, if any, either in law or in equity, to the only proper use, benefit and behoof of Grantee, its successors and assigns forever.

BY ACCEPTANCE OF THIS QUITCLAIM DEED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) GOVERNMENTAL RIGHTS OF POLICE POWER OR EMINENT DOMAIN, (G) DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS: (1) NOT KNOWN TO GRANTOR AND NOT SHOWN BY THE PUBLIC RECORDS BUT KNOWN TO GRANTEE AND NOT

DISCLOSED IN WRITING BY THE GRANTEE TO THE GRANTOR PRIOR TO THE DATE HEREOF, (2) RESULTING IN NO LOSS OR DAMAGE TO GRANTEE, OR (3) ATTACHING OR CREATED SUBSEQUENT TO THE DATE HEREOF, (H) VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE, (I) ALL MATTERS THAT WOULD BE DISCLOSED BY A CURRENT SURVEY OF THE PROPERTY, (J) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (K) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (L) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS AS DEFINED IN THE OPTION AGREEMENT PURSUANT TO WHICH THIS QUITCLAIM DEED IS DELIVERED. GRANTEE FURTHER ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CONVEYANCE OF THE PROPERTY IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

RESERVATION OF CONTINUING EASEMENT RIGHTS

The conveyance described in this Quitclaim Deed is subject to the continuing easement rights of the Grantor as described in the (i) Grant of Easement dated October 17, 2002, recorded at Book 10748, Pages 1014-1016, of the current public records of Duval County, Florida, and (ii) Temporary Grant of Easement dated October 17, 2002, recorded at Book 10748, Pages 1017-1019 of the current public records of Duval County, Florida, and Grantor hereby reserves to itself all of its rights and privileges thereunder under the same terms and conditions.

RIGHT OF REVERTER

Grantor and Grantee are parties to the Option Agreement dated November 21, 2011 (the "Agreement"), which requires Grantee to construct on the Property and adjacent property at least a two story structure pre-approved by Grantor ("Project"). The Agreement requires Grantee to Commence Construction of the Project within 12 months of the Effective Date of this Quitclaim Deed, and Complete Construction of the Project within 36 months of the Effective Date of this Quitclaim Deed. The terms "Commence Construction" and "Commencement of Construction" mean that permits for the material construction of the Project have been issued and material construction of the Project structure has begun and is ongoing. The terms "Complete Construction" and "Completion of Construction" mean that all permits for the construction of the Project have been finalized and the Project is fully operational and open for immediate occupancy and use. Fee simple title to the Property shall, upon Grantor's execution and recording in the Duval County Public Records of the Notice of Reversion of Title in the form attached hereto as **Exhibit B** ("Notice"), revert to Grantor in the event of Grantee's failure to develop the Property within the above time period required by the Agreement. At the time of such reversion of title to Grantor, the title to the Property

shall be free and clear of all liens, encumbrances and other title matters, except for those in existence immediately prior to the conveyance of the Property to Grantee. Upon such failure by Grantee to timely develop the Property, Grantor shall be entitled to execute and record the Notice in the Duval County Public Records, and such Notice shall evidence the reversion to Grantor of fee simple title to the Property without the requirement of any additional notice or act by Grantor or Grantee. In the event the Project is constructed according to the terms and conditions of the Agreement, then Grantor shall execute a recordable release of this Reverter.

EXECUTED on the date set forth in the acknowledgment attached hereto to be effective as of the date first above written.

CITY OF JACKSONVILLE, a Florida municipal corporation

Attest: James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary

By: Sam E. Mousa
Lenny Curry
Mayor

(CORPORATION SEAL)



Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

Form approved:

John Singer
Assistant General Counsel

STATE OF FLORIDA
COUNTY OF DUVAL

*Sam E Mousa
for = on behalf
of*

The foregoing instrument was acknowledged before me this 24th day of April, 2018, by Lenny Curry and James R. McCain, Jr., the Mayor and Corporation Secretary, respectively, of the City of Jacksonville, a Florida municipal corporation, on behalf of the corporation, who are personally known to me.

Alice W. Newman
Print Name: Alice W. Newman
NOTARY PUBLIC, State of Florida at Large
My Commission Expires:

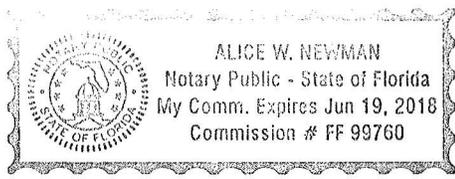


EXHIBIT A
Legal Description of Property

A parcel of land comprised of portions of Water Lots 25 & 26, Hart's Map of Jacksonville, Duval County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at an iron pin found XMARK in concrete in the Westerly line of said Water Lot 26, lying in the Easterly right of way line of Hogan Street, as now established, also being the Southwesterly corner of those lands described in the Official Records Volume 9813, page 1009, current public records of Duval County and run South 75°51'58" East, a distance of 211.11 feet to an iron pin found XMARK; thence South 14°29'18" West, a distance of 7.21 feet to an iron pin found XMARK and the Northerly right of way of Water Street (relocated), a variable width right of way, per Florida Department of Transportation Section Number 72070-2703; thence running Westerly along said right of way the following courses and distances: along a curve to the left having an arc length of 197.49 feet and a radius of 262.00 feet, subtended by a chord bearing South 74°18'53" West, a chord distance of 192.85 feet to a point; thence along a curve to the right having an arc length of 50.35 feet and a radius of 198.00 feet, subtended by a chord bearing South 60°02'44" West and a chord distance of 50.21 feet to a point; thence North 48°27'05" West, a distance of 9.15 feet to an iron pin found XMARK and the Westerly line of Water Lot 26 and the Easterly right of way line of Hogan Street; thence running along said Westerly line of Water Lot 26 and along said Easterly right of way line of Hogan Street North 14°19'20" East, a distance of 133.83 feet to an iron pin found XMARK and the Point of Beginning.

BEING THE SAME PROPERTY AS DESCRIBED BELOW:

A parcel of land comprised of portions of Water Lots 25 and 26, Hart's Map of Jacksonville, Duval County, Florida, being more particularly described as follows:

For Point of Beginning, commence at a point in the Westerly line of said Water Lot 26, lying in the Easterly right of way line of Hogan Street, as now established, also being the Southwesterly corner of those lands described in Official Records Volume 9813, page 1009, Current Public Records of said county and run South 14°18'32" West along said Westerly line of Water Lot 26 and along said Easterly right of way line, a distance of 133.86 feet to a point on the Northwesterly right of way line of Water Street (relocated), a variable width right of way, per Florida Department of Transportation Section Number 72070-2703; run thence along said Northwesterly right of way line the following courses: 1st Course, South 48°27'05" East, a distance of 9.15 feet to a point on a curve; 2nd Course, Northeasterly along the arc of a curve, concave Northwesterly and having a radius of 198.00 feet, an arc distance of 50.35 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 60°02'44" East, 50.21 feet; 3rd Course, Northeasterly along the arc of a curve, concave Southeasterly and having a radius of 262.00 feet, an arc distance of 64.56 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 59°49'15" East, 64.40 feet; thence continue Northeasterly along the arc of said curve, concave Southeasterly and having a radius of 262.00 feet, an arc distance of 131.73 feet to a point on the Easterly line of aforementioned Water Lot 25, said arc being subtended by a chord bearing and distance of North 81°17'04" East, 130.35 feet; run thence North 14°18'32" East along said Easterly line, a distance of 7.48 feet to a point in the Southerly boundary of those lands described in Official Records Volume 8913, page 1711, said public records; run thence North 75°51'01" West along the Southerly boundary line of last said lands and the aforementioned lands described in Official Records Volume 9813, page 1009, a distance of 210.00 feet to the Point of Beginning.

Exhibit B to Quitclaim Deed

Notice

Prepared by and Return to:
John Sawyer, Esq.
City of Jacksonville
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

NOTICE OF REVERSION OF TITLE

This Notice of Reversion of Title ("Notice") is made this ___day of _____, 20___, by the **CITY OF JACKSONVILLE**, a municipal corporation, whose address is c/o General Counsel, 117 West Duval Street, Suite 480, Jacksonville, Florida 32202 (the "City"), and pertains to the reversion to the City of fee simple title to property previously conveyed by the City to Mainstreet CV 76 S. Laura St., LLC, a Delaware limited liability company (the "Developer").

RECITALS:

- A. The City previously conveyed to the Developer the property (the "Property") described in the Quitclaim Deed dated _____, recorded at Book _____, page ____, of the current public records of Duval County, Florida (the "Deed"), a copy of which is attached as **Exhibit A** and incorporated herein by reference.
- B. The Deed provides for the reversion to the City of fee simple title to the Property, if the Developer fails to timely develop the Property in accordance with the terms of the Agreement as defined in the Deed. The Deed also provides that in the event of such failure by the Developer to timely develop the Property, the City may execute this Notice and record it in the Duval County Public Records to evidence the reversion to the City of fee simple title to the Property.

NOW THEREFORE, the City states as follows:

1. The above Recitals are true and correct.
2. The Developer has failed to timely develop the Property in accordance with the terms of the Agreement as defined in the Deed, and therefore the City is entitled to execute this Notice and record it in the Duval County Public Records to evidence the reversion to the City of fee simple title to the Property without the requirement of any further act or notice by the City or Developer.

3. Under terms of the Deed, fee simple title to the Property has reverted to the City.

IN WITNESS WHEREOF, the City has executed this Notice of Reversion of Title on the day and year first above written.

CITY OF JACKSONVILLE, a Florida municipal corporation

Attest: _____
Name:
Corporation Secretary

By: _____
Lenny Curry
Mayor

(CORPORATION SEAL)

Form approved:

Assistant General Counsel

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ and _____, the Mayor and Corporation Secretary, respectively, of the City of Jacksonville, a Florida municipal corporation, on behalf of the corporation, who are personally known to me.

Print Name: _____
NOTARY PUBLIC, State of Florida at Large
My Commission Expires:

**Exhibit A to Notice of Reversion of Title
Quitclaim Deed**