



Downtown Investment Authority
Retail Enhancement and Property Disposition Committee
Hybrid In-person/Virtual Meeting
Thursday, February 13th, 2025, at 10:00 AM

RE&PD AGENDA

MEMBERS:

Jill Caffey, Committee Chair
Micah Heavener
Sondra Fetner, Esq.

Scott Wohlers
John Hirabayashi

- I. CALL TO ORDER
- II. PUBLIC COMMENTS
- III. FORM 8B: VOTING CONFLICT DISCLOSURES
- IV. DECEMBER 12th, 2024, RETAIL ENHANCEMENT AND PROPERTY DISPOSITION COMMITTEE MEETING MINUTES APPROVAL
- V. RESOLUTION 2025-02-01: SITE A AND SITE B DISPOSITION
- VI. RESOLUTION 2025-02-02: CONVENTION CENTER DISPOSITION OF OPTION
- VII. RESOLUTION 2025-02-03: TRAIN STATION DISPOSITION OF OPTION
- VIII. RESOLUTION 2025-02-04: GATEWAY DISPOSITIONS
- IX. RESOLUTION 2025-02-05: 801 WEST BAY DISPOSITION
- X. RESOLUTION 2025-02-08: FORMER LANDING ACCESS AGREEMENT
- XI. OTHER MATTERS TO BE ADDED AT THE DISCRETION OF THE CHAIR
- XII. ADJOURN

PHYSICAL LOCATION

City Hall at St. James
117 West Duval Street
1st Floor, Lynwood Roberts Room
Jacksonville, Florida 32202



Downtown Investment Authority
Retail Enhancement and Property Disposition Committee
Hybrid In-person/Virtual Meeting
Thursday, February 13th, 2025, at 10:00 AM

VIRTUAL LOCATION

Interested persons desiring to attend this meeting virtually can do so via Zoom (including by computer or telephone) using the following meeting access information:

Join Zoom Webinar

<https://us02web.zoom.us/j/81447313912?pwd=8CGgXeO9lJepk9r9n9J2RWttE9Ps0B.1>

Webinar ID: 814 4731 3912

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International numbers available: <https://us02web.zoom.us/j/81447313912?pwd=8CGgXeO9lJepk9r9n9J2RWttE9Ps0B.1>

TAB IV.

**DECEMBER 12th, 2024, RETAIL ENHANCEMENT AND PROPERTY DISPOSITION
COMMITTEE MEETING MINUTES APPROVAL**



Downtown Investment Authority
Retail Enhancement and Property Disposition Committee Meeting
Thursday, December 12th, 2024
10:00 AM

Retail Enhancement and Property Disposition Committee Meeting
MEETING MINUTES

Retail Enhancement and Property Disposition Committee Members (CM) in Attendance:

Melinda B. Powers, Esq. (Chair); Sondra Fetner, Esq.; Jim Citrano; Jill Caffey, Patrick Krechowski, Esq., (Ex Officio)

Board Members (BM) in Attendance: John Hirabayashi (via Zoom)

DIA Staff Present: Lori Boyer, Chief Executive Officer; Steve Kelley, Director of Downtown Real Estate and Development; Allan DeVault, Project Manager; Steve Berry, Property Disposition Manager; Ava Hill, Administrative Assistant

Office of General Counsel: John Sawyer, Esq.

Council Members Present: None

I. CALL TO ORDER

Melinda B. Powers called the Retail Enhancement and Property Disposition Committee Meeting to order at 10:01 a.m. and asked for introductions from the Board and Staff.

II. PUBLIC COMMENTS

There were no public comments.

III. FORM 8B: VOTING CONFLICT DISCLOSURES

There were no voting conflict disclosures.

IV. NOVEMBER 14TH, 2024, RETAIL ENHANCEMENT AND PROPERTY DISPOSITION COMMITTEE MEETING MINUTES APPROVAL

Committee Chair Powers called for a motion on the meeting minutes.

Motion: Committee Member Fetner moved to approve the meeting minutes.
Seconded: Committee Member Caffey seconded the motion.

Committee Chair Powers called for a vote.

Vote: Aye: 5 Nay: 0 Abstain: 0

THE MOTION PASSED UNANIMOUSLY 5-0-0

V. **RESOLUTION 2024-12-01 GATEWAY GROCER**

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY RECOMMENDING APPROVAL OF A RETAIL ENHANCEMENT PROGRAM GRANT (“REP”), AND A RECAPTURED ENHANCED VALUE GRANT (“REV GRANT”) TO BE FUNDED THROUGH THE DOWNTOWN NORTHBANK CRA TRUST FUND, FOR THE DEVELOPMENT OF A GROCERY STORE IN THE NORTHCORE DISTRICT IN THE DOWNTOWN NORTHBANK COMMUNITY REDEVELOPMENT AREA BY A PROSPECTIVE TENANT (“GROCER TENANT”) AND WITHIN A PROPERTY OWNED BY 119 BEAVER ST W LLC (“OWNER”) KNOWN AS THE N7 COMPONENT OF A LARGER MULTIPARCEL MASTER DEVELOPMENT PLAN BEING UNDERTAKEN UNDER THE DIRECTION OF GATEWAY JAX, AUTHORIZING THE CHIEF EXECUTIVE OFFICER (THE “CEO”) TO NEGOTIATE A REDEVELOPMENT AGREEMENT REGARDING THE SAME BETWEEN THE CITY OF JACKSONVILLE, DOWNTOWN INVESTMENT AUTHORITY, AND OWNER (OR A SINGLE PURPOSE ENTITY TO BE FORMED OR GROCER TENANT); AUTHORIZING THE CEO OF THE DIA TO TAKE ALL NECESSARY ACTION TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.

Mr. Steve Kelley explained that the resolution was a continuation of the Gateway Pearl Square Project and that its purpose was to bring a full-service leading grocery tenant to Downtown. Mr. Kelley reviewed the details of the term sheet and advised that he was open to any questions.

CEO Boyer explained that the BID Plan’s goal was to bring one major grocer to Downtown by 2025 and a second one by 2030. She added that staff looked for ways to fund the program with available resources and programs as a tax increment district.

Committee Chair Powers opened the floor for discussion.

Committee Member Citrano asked if the project site was referred to as N7 and if DIA had not granted incentives for this site. Mr. Kelley responded yes concerning the name of the project site and then explained that DIA is expecting future requests for incentives for the development of N7.

Committee Member Citrano also asked if DIA would allow sales tax to be included. Mr. Kelley explained that DIA did approve a methodology where sales tax for prospective unleased spaces could be considered, but that was not the case for this project. As a follow up question, Committee Member Citrano asked if the applicant could use the sales tax off this lease to gain an incentive. Mr. Kelley responded no and explained.

Board Chair Krechowski asked if the grocer would be on the ground floor of a 16-story building or a stand-alone building. Mr. Kelley responded that it would be a 16-story building with the garage and retail on the ground level.

Board Chair Krechowski asked if the grocer was smaller because of the limitations of the building or a particular vendor. Mr. Kelley explained that urban grocers are typically smaller and then provided examples of similar grocers in Jacksonville.

Committee Member Fetner mentioned because DIA was being more flexible with applying incentives for the grocer, she wanted to make sure the resolution was clear that the Board was not

opening the door for every project that followed under the same umbrella. CEO Boyer responded that it could be added by the following Board Meeting.

Committee Member Fetner also mentioned the strict deadlines and wanted to make sure the Board was being realistic and not creating additional work. CEO Boyer responded that the timeframe mentioned was from the delivery of the shell to the grocer and then explained. Mr. Kelley added that the CEO has the authority to approve a six-month extension.

CEO Boyer clarified that DIA needed to be explicit that in no event, or in all events, would the REV Grant terminate in the year 2045.

Committee Chair Powers pointed out a couple of scrivener's errors on page two of the resolution and in the second to last whereas clause.

Committee Member Citrano asked if it would be accurate to say that the DIA's ability to offer the incentive is the result of the return made on prior incentives. CEO Boyer responded that he was correct.

Board Chair Krechowski mentioned that the resolution makes it clear that the reason for the specific incentive was to meet specific redevelopment goals listed in the Bid Plan and that the program's approval would be based on that. Mr. Kelley pointed out that the specific objectives being met are outlined in the resolution.

Committee Member Fetner mentioned if the last whereas clause was moved up to where it says whereas section 5.1 of the DIA CRA Plan, it would answer the question concerning the CRA umbrellas.

Mr. Sawyer clarified that moving the whereas clause would be a scrivener's change and no amendment was needed.

Committee Chair Powers called for a motion on the resolution.

Motion: Committee Member Citrano moved to approve the resolution.
Seconded: Committee Member Fetner seconded the motion.

Committee Chair Powers called for a vote on the resolution.

Vote: Aye: 5 Nay: 0 Abstain: 0

THE MOTION PASSED UNANOMOUSLY 5-0-0

VI. BROKER RFP UPDATE – DISCUSSION ONLY

Mr. Steve Berry provided an update on the Broker RFP stating that there were three alternatives available.

1. To piggyback on the current City contract for real estate consulting and transactional services, which expires in 4 months.
2. To expand the search to include firms who have contracts with the State of Florida. He mentioned that there were 6 qualified firms in Jacksonville.

3. To advertise a request for proposals to the commercial brokerage market where multiple-qualified firms would be able to respond. He mentioned that the procurement time would be extended to 4 to 6 months instead of 2 months.

Steve Kelley added that DIA staff were investigating other CRAs within the State of Florida because there would be much gained if DIA could piggyback on the relationship and contracts they'd have in place.

Committee Chair Powers asked how long it would take to get something to the Board. CEO Boyer responded by the January Board Meeting.

Board Chair Krechowski asked if staff would have OGC's input and if they'd be ready for the Board to take action or to continue discussion. CEO Boyer advised that she'd try to have OGC's input.

VII. ADJOURNMENT

Seeing no further discussion, Committee Chair Powers adjourned the meeting at 10:40 am.

The written minutes for this meeting are only an overview of what was discussed. For verbatim comments of this meeting, a recording is available upon request. Please contact Ava Hill at avah@coj.net to acquire a recording of the meeting.

TAB V.

RESOLUTION 2025-02-01: SITE A AND SITE B DISPOSITION

RESOLUTION 2025-02-01

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) INSTRUCTING ITS CHIEF EXECUTIVE OFFICER (“CEO”) TO ISSUE A 30-DAY NOTICE OF DISPOSITION IN ACCORDANCE WITH FLORIDA STATUTES AND THE NEGOTIATED DISPOSITION POLICY APPROVED BY ORDINANCE 2022-372-E; AUTHORIZING THE PUBLICATION OF A NOTICE OF DISPOSITION FOR THE FEE SIMPLE DISPOSITION OF APPROXIMATELY 2.36 ACRES OF CITY OWNED PROPERTY PARTIALLY IMPROVED BY A SURFACE PARKING LOT AS DEPICTED ON EXHIBIT A ATTACHED HERETO AND IDENTIFIED BY DUVAL COUNTY TAX PARCEL NUMBER 074487 0020 (“SITE A”) AND APPROXIMATELY 1.22 ACRES OF UNIMPROVED PROPERTY AS DEPICTED ON EXHIBIT B ATTACHED HERETO AND IDENTIFIED BY DUVAL COUNTY TAX PARCEL NUMBERS RE# 074836 0000, RE# 074837 0000, RE#074838 0000, RE# 074839 0000 AND RE# 074840 0000 (“SITE B”, AND TOGETHER WITH SITE A, THE “PROPERTY”); EXPRESSING THE INTENTION, ABSENT HIGHER RESPONSIVE OFFERS, TO DISPOSE OF SAID PROPERTY IN ACCORDANCE WITH THE NEGOTIATED TERMS ATTACHED HERETO AS EXHIBIT C, AND ESTABLISHING THE TERMS OF THE PUBLISHED NOTICE OF DISPOSITION ATTACHED HERETO AS EXHIBIT D; AND FINDING THAT THIS RESOLUTION FURTHERS THE BUSINESS INVESTMENT AND DEVELOPMENT (“BID”) PLAN, INCLUDING THE COMMUNITY REDEVELOPMENT AREA PLAN; AUTHORIZING THE CEO OF THE DIA TO TAKE ALL ACTION NECESSARY TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; 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 Combined Northbank Downtown Community Redevelopment Area and authorizing it to approve and negotiate economic development agreements and dispose of City-owned property; and

WHEREAS, DIA is the designated Community Redevelopment Agency for the Northbank CRA, for which a Business Investment and Development Plan, inclusive of a Community Redevelopment Plan, (“BID/CRA Plan”) was adopted by Ordinance 2014-560-E and updated by Ordinance 2022-372-E; and

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

Interpreting the BID/CRA Plan and approving development and redevelopment projects within Downtown.

Implementing the BID/CRA Plan, and negotiating and approving downtown development and redevelopment agreements, grant agreements, license agreements, and lease agreements.

Planning and proposing Projects and Public facilities within Downtown; and

Subject to Section 122.434, Ordinance Code (Procedure for disposition of Community Development Property), hold, control, manage, lease, sell, dedicate, grant, or otherwise dispose of any of the City's Downtown assets and properties managed by the DIA, or any interest therein.

WHEREAS the City owns approximately 2.36 acres of real property identified by Duval County Tax Parcel Number RE# 074487 0020 (Site A"); and approximately 1.22 acres of real property identified by Duval County Tax Parcel Numbers RE# 074836 0000, RE# 074837 0000, RE# 074838 0000, RE# 074839 0000 and RE# 074840 0000 ("Site B") within the Combined Downtown Northbank Community Redevelopment Area ("Northbank CRA") which are assigned to the Northbank CRA for redevelopment; and

WHEREAS, University of Florida has presented to the DIA an acquisition and master plan for improvements within the Downtown Northbank Community Redevelopment Area that proposes the development of a University of Florida Campus in Downtown Jacksonville; and

WHEREAS, University of Florida proposes to acquire and improve Site A with a minimum of 60,000 square feet of new building space and Site B with a minimum of 20,000 square feet of new building space (subject to the right to decrease the minimum square footage on one Site and correspondingly increase the minimum square footage on the other Site) to be used as part of an educational campus that is expected to contain such features as higher educational classrooms, research, office, residences, retail, food and beverage, services, parking and ancillary uses, all as integral components of the broader master plan proposed; and

WHEREAS, the DIA finds that such University of Florida Jacksonville Campus is consistent with the Conceptual Master Plan and the adopted vision for the LaVilla and Convention Center Catalyst sites contained in the adopted BID Plan for the Downtown Northbank CRA as well as the adopted LaVilla Neighborhood Development Strategy; and

WHEREAS, DIA entered negotiation with University of Florida regarding the terms of the disposition and redevelopment in accordance with DIA's approved negotiated disposition process and the essential terms of the redevelopment proposal including certain of University of

Florida's obligations and conditions to closing on Site A and Site B are set forth in the Term Sheet attached as Exhibit C; and

WHEREAS, DIA has established the terms upon which a public notice of disposition will be published as set forth in Exhibit D; and

WHEREAS, 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

WHEREAS, development of the University of Florida Jacksonville Campus proposed creates higher education opportunities expected to attract top-tier students from around the world where such development will generate interest in development of a long underutilized historic area of Downtown Jacksonville, draw firms into the area creating new employment opportunities, and put City-owned properties to use for the overall benefit of the local community; and

WHEREAS, the DIA finds that the proposed disposition and redevelopment proposal further the following Redevelopment Goal and Strategic Objectives found in the BID/CRA Plan:

Redevelopment Goal 1: Increase...job growth to reinforce Downtown as the region's epicenter for business.

Through the creation of an educational campus of a top tier university within Downtown, Downtown will be positioned to provide a highly trained workforce to businesses seeking to locate within Downtown and the region. Further, the location of a major research institute within the proposed campus will further solidify Downtown as the region's epicenter for business.

Redevelopment Goal 2: Increase rental and owner-occupied housing Downtown...

The proposed campus will increase the demand for housing within the immediate vicinity as well as throughout Downtown. In addition, some student housing is envisioned to be part of the campus or developed nearby.

Strategic Objectives:

- Actively pursue a minimum of 8,140 built and occupied multi-family dwelling units by 2030; and strive to induce 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.

Redevelopment Goal No. 3: Increase and diversify the number and type of retail, food and beverage, and entertainment establishments within Downtown.

The proposed campus will include multiple mixed-use buildings that include publicly accessible food and beverage or other retail establishments including the proposed building to be developed on Site B.

Strategic Objectives:

- Increase the number of retail, food and beverage, and entertainment establishments that are open for business weekends and other times outside of weekday business hours.
- Pursue the addition of one or more new neighborhood restaurant/entertainment venues in each District by 2025 and a second by 2030.

WHEREAS, the proposed disposition will facilitate the creation of higher education opportunities expected to attract top tier students from around the world, generate interest in development of a long underutilized historic area of Downtown Jacksonville, draw firms into the area creating new employment opportunities, and put City owned properties to use for the overall benefit of the local community,

WHEREAS, at a publicly noticed meeting held on February 13, 2025, the DIA Retail Enhancement and Property Disposition Committee (“REPD”) recommended that the DIA Board adopt Resolution 2025-02-01 and

WHEREAS, upon adoption of this Resolution, a 30-day public notice for the solicitation of proposals pursuant to Section 163.380(3)(a), Florida Statutes, and Sections 122.434(a) and (b), Jacksonville Ordinance Code, will be issued.

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 has determined that in furtherance of its plan to facilitate development in the Downtown Northbank Community Redevelopment Area the Property should be developed for use as a University of Florida Campus in accordance with the terms outlined in Exhibit C, attached herein, unless a responsive proposal of greater value is received, and that the commitments of the University of Florida regarding development of the property constitute fair value for the land

Section 3. The DIA instructs the Chief Executive Officer of the Downtown Investment Authority to take all action necessary to effectuate the thirty (30) day Notice of Disposition for the Property in accordance with its Negotiated Notice of Disposition Process and pursuant to the terms set forth in Exhibit D and consistent with Florida Statutes and the Ordinance Code.

Section 4. Proposals received, if any, will be reviewed by the DIA Chief Executive Officer, who will make a recommendation to the DIA Board regarding any responsive alternate proposals received.

Section 5. If no alternate responsive and qualified proposals are received, or if they are determined by the CEO to be lower in value or unresponsive, the DIA authorizes its CEO to finalize negotiation of a Redevelopment Agreement with University of Florida substantially in accordance with the terms set forth on Exhibit C, and including such additional dispositions as may be approved and authorized by Resolution, and file legislation seeking approval of the disposition and Redevelopment Agreement and associated documents with City Council.

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.

Section 7. This Resolution, 2025-02-01, shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

_____ Patrick Krechowski, Chairman _____ Date

VOTE: In Favor: _____ Opposed: _____ Abstained: _____

Exhibit A to Resolution 2025-02-01

SITE A

Approximately 2.36 acres of property partially improved by a surface parking lot located in the LaVilla District within the Downtown Northbank Community Redevelopment Area of Downtown Jacksonville bounded by W Forsyth Street to the north, the adjacent improved parcel with RE# 074487 0010 to the east (owned by an unrelated third party), W Bay Street to the south, and N Lee Street to the west and identified by Duval County Tax Parcel Numbers RE# 074487 0020.

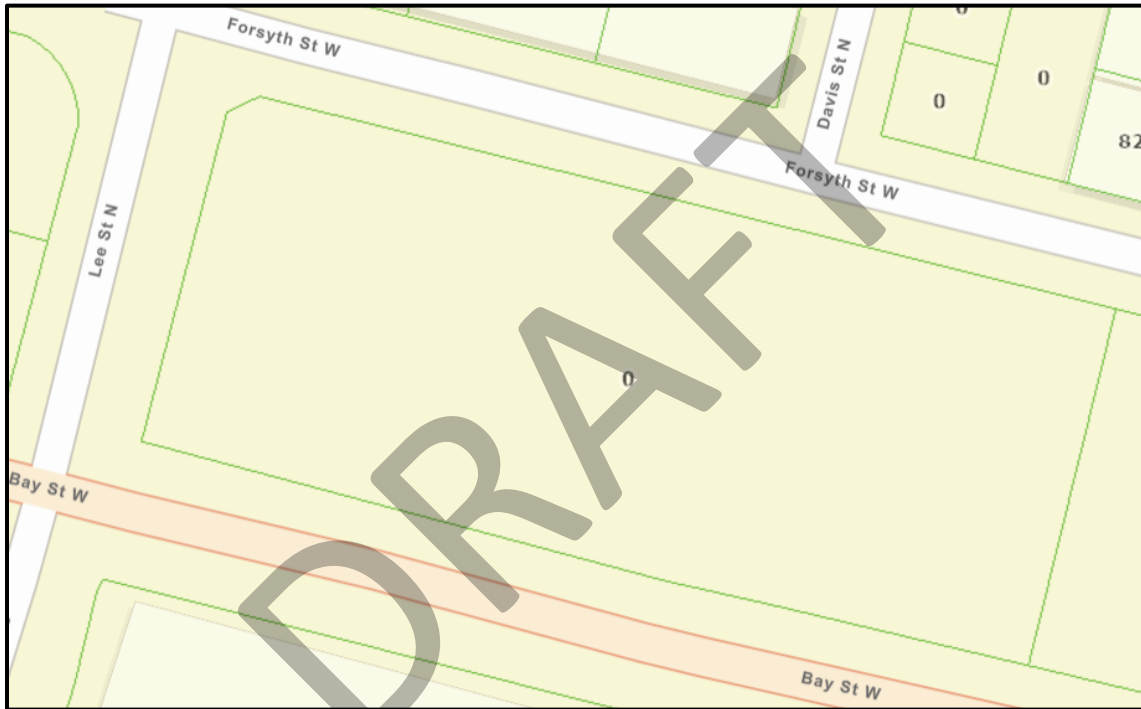


Exhibit B to Resolution 2025-02-01

SITE B

Approximately 1.22 acres of unimproved property located in the LaVilla District within the Downtown Northbank Community Redevelopment Area of Downtown Jacksonville bounded by W Forsyth Street to the north, N Lee Street to the east, W Bay Street to the south, and LaVilla Center Drive to the west and identified by Duval County Tax Parcel Numbers RE# 074836 0000, RE # 074837 0000, RE# #074838 0000, RE# 074839 0000 and RE# 074840 0000.



Exhibit C to Resolution 2025-02-01

Term Sheet for the Disposition of Real Property to the University of Florida

- Developer: University of Florida
- The Property: A 2.36 plus or minus acre parcel of land as depicted on Exhibit A (“Site A”) and a 1.22 plus or minus acre parcel of land as depicted on Exhibit B (“Site B” and together with Site A, the “Property”) to be conveyed following award of the Property pursuant to a publicly noticed disposition consistent with the closing conditions below including negotiation of a Redevelopment Agreement consistent with the terms set forth herein and approval by the Jacksonville City Council of legislation authorizing the same.
- Purchase Price: The consideration for Site A and Site B shall be the Developer’s commitment to development of the Site A Project and Site B Project on the parcels as described below and there shall be no cash purchase price paid for the land.
- The Site A Project: To include the design and construction of one or more Class A-buildings with a minimum of 60,000 total gross square SF on Site A, which may include features such as associated parking, retail space, and landscaping with a minimum capital investment of \$80,000,000 on Site A.
- The Site B Project: To include the design and construction of one or more Class A-buildings with a minimum of 20,000 total gross square SF on Site B, which may include additional features such as associated parking, , and landscaping with a minimum capital investment of \$20,000,000 in horizontal and vertical improvements related to the construction of such building(s) on Site B. The Site B development shall include a publicly accessible ground floor retail space facing the Emerald Trail.
- The Combined Project on the Property: Notwithstanding the requirements above for Site A and Site B, the Total Capital Investment and square footage minimums may be combined and the \$100,000,000 investment and 80,000 total gross square footage reallocated between the parcels; however both parcels shall include occupiable buildings at buildout with a minimum square footage on each Site of 20,000 square feet,

and may also include other improvements such as landscaping, passive parks and structured parking that contribute to campus programs and activity. For example, Developer may elect to construct 60,000 square feet of building improvements and other campus improvements with a minimum Capital Investment of \$80,000,000 on one Site and 20,000 square feet of building improvements and other campus improvements on the other Site with a minimum Capital Investment of \$20,000,000 in horizontal and vertical improvements related to such building(s) .

All improvements on the Property shall comply with the Downtown Zoning Overlay, subject to any deviation or variation as may be required for the improvements, with final approval by the Downtown Development Review Board (“DDRB”), or the COJ City Council as may be required (which may include deviations for maximum building height as may be requested by Developer and approved by City Council).

Use Limitation: The Property shall be limited to use for a higher educational campus, including but not limited to such features as: classrooms, research, laboratory, office and clinic uses, as well as residences, administration, retail, food, beverage, parking, recreation and other uses and services, all supporting the campus (“Campus Uses”); and the deed of conveyance will include such a restriction. The Property may also be used as a construction laydown and staging area during construction.

Capital Investment: Capital Investment shall include hard costs incurred for site improvement and construction of the buildings at Site A or Site B including soft costs for architectural and engineering. However, Capital Investment shall not include the cost of tenant improvements for third party tenants unrelated to the University of Florida in any building owned by the University of Florida or its affiliates.

Preconditions to Closing: The closing and conveyance of Site A and Site B is expected to occur simultaneously. Conveyance will follow the Due Diligence period and approval by City Council and execution of the Redevelopment Agreement and associated documents by all parties, upon a mutually agreeable date but no later than December 20, 2025. The Redevelopment Agreement may contain certain additional conditions to closing as may be agreed upon by the parties. No closing on any parcel shall occur until the Developer has completed its due

diligence and agreed to move forward without termination or the Due Diligence Period has expired.

Redevelopment

Agreement: The Redevelopment Agreement (sometimes referred to as the “RDA”) will establish, *inter alia*, the essential terms of the conveyance of the Property, the Developer’s rights and responsibilities with respect to design and use, the Developer’s and the City’s obligations with respect to construction of infrastructure improvements, if any, site remediation, improvements on the Property and other terms relevant to development of the Property including rights of reversion in favor of the DIA and the City if development activity does not occur after closing as agreed upon by the parties. The RDA will become effective upon its execution following approval by COJ, and final University of Florida Board of Trustee approval, with an outside date for execution by Developer of forty-five (45) days following the effective date of the legislation (which date shall be set forth in the legislation). While this term sheet summarizes certain of the terms and conditions that will be contained in the RDA, it is not a complete statement of all such terms and conditions. Additional terms and conditions essential to implementation of the master plan will also be included in the RDA.

Site

Investigation: The City will grant Developer early access to the Property to conduct inspections prior to execution of the Redevelopment Agreement. In addition, following the execution of the Redevelopment Agreement the Developer will have an additional period, if needed, to have a cumulative total of one hundred eighty (180) calendar days from the grant of access (the “Due Diligence Period”) to inspect and perform tests on the Property and any other LaVilla parcels awarded to Developer through disposition or included in the campus master plan. pursuant to a scope of work approved by Developer and the DIA to determine its suitability for the campus, and to investigate the quality and marketability of the title of the fee simple interest it will receive from the City. Upon providing written notice to the DIA, the Developer may terminate the Redevelopment Agreement and the Project any time within the Due Diligence Period without cause and without incurring any obligations under the Redevelopment Agreement. If no written termination notice is delivered by Developer to the DIA prior to the expiration of the Due Diligence Period, all remaining terms found in the Redevelopment Agreement shall be in effect.

Environmental: City will provide access to the Property for any required investigation but shall not be liable for environmental issues that arise by actions taken by the Developer or its agents during inspection or following conveyance of the Property, including liability for any damage caused by Developer or its contractors during construction.

Conveyance

“AS IS”: Except for any representations and warranties or as otherwise may be agreed upon by the parties in the Redevelopment Agreement, the City agrees to convey Site A and Site B in “as-is” condition and is not undertaking any obligation, financial or otherwise, to remediate the sites, clear title, or otherwise.

Form of Deed: The City will convey title by Quit Claim Deed as required by the Ordinance Code, unless waived.

Documentary

Stamps: The City is precluded by law from the payment of Documentary stamp taxes. Such taxes, if any, will be paid by Developer or someone on Developer’s behalf.

Survey: DIA to provide Developer with a survey map and prepared legal description for each Site on or before the RDA execution date. If Developer desires a stamped survey depicting all improvements and easements, etc. the Developer shall obtain the same at its cost and expense.

Title

Commitment: DIA shall obtain and deliver to Developer a title commitment for each Site on or before the RDA execution date. Title insurance, if desired, shall be issued at closing at Developer’s expense.

Appraisal: DIA shall obtain appraisals of Sites A and B as required for disposition at DIA’s expense and shall make the same available to Developer on or before execution of the RDA. Notwithstanding the foregoing, the City will deed the Property to Developer for no monetary consideration in recognition of the other obligations of Developer set forth in the RDA.

Restriction on

Further Transfer: Property to be deed restricted against further transfer without the approval of DIA except as may be otherwise set forth in the Redevelopment Agreement (such as conveyance to university direct-support organizations (as defined in Section 1004.28, Florida Statutes), university health services support

organizations (as defined in Section 1004.29, Florida Statutes), and their subsidiaries).

Reverter: The Deed will include a reverter of Sites A and B in favor of the City in the event Developer fails to commence construction on Site A for its intended use as set forth herein within a period of 5 years after the closing (subject to force majeure) and a reverter of Site B only if after timely commencement of construction on Site A, Developer fails to commence horizontal construction for the building meeting the minimum requirements on Site B for its intended use within a period of seven (7) years after closing (subject to force majeure). In addition, the Property will be restricted to Campus Uses and subject to the restrictions on transfer set forth herein.

Right of Repurchase: The Redevelopment Agreement or deed shall include a mutually agreeable right of repurchase to allow the City to re-acquire the Property if there is a cessation of Campus Uses, and it becomes dilapidated as defined between the parties.

Entitlements: Mobility Credits will be provided to Developer if Developer earns the same through its design in accordance with the criteria for the Mobility Fee Credit established in the adopted BID Strategy. Stormwater Credits may be available for purchase by Developer in accordance with the ordinance governing the same once the quantity of credits required is known and subject to the availability of credits in the City or Downtown Stormwater Credit Bank. The DIA, pursuant to its authority via Chapter 55, Jacksonville Code of Ordinances, will allocate an aggregate of eighty thousand (80,000) square feet of government/institutional for use on Sites A and B. At or prior to commencing design for Site A, Developer will request, and DIA will allocate the required entitlements pursuant to a development plan for Site A. At or prior to commencing design for Site B, Developer will request, and DIA will allocate the required entitlements pursuant to a development plan for Site B. Any unused entitlements previously allocated for use on Site A remaining after the last Certificate of Occupancy or functional equivalent on Site A will return to the DIA for its use and future allocation throughout the Central Business District without any further action by DIA. Any unused entitlements previously allocated for use on Site B remaining after the last Certificate of Occupancy or functional equivalent on Site B will return to the DIA for its use and future allocation throughout the Central Business District without any further action by DIA.

Design:

- a) The Developer will design each building with the goal of creating educational campus buildings incorporating design and use considerations capable of attracting students and researchers for decades following their completion. The buildings will be designed with the intent to serve an important and functional purpose contributing to that which defines the City as a distinctive and leading urban research and learning campus and will remain visually and functionally beneficial with the passage of time.
- b) The design will comply with the Downtown Overlay Standards as enacted within the Jacksonville Municipal Code as well as the DDRB's development guidelines, except as may otherwise be approved by the DDRB and allowed by code. The design is subject to further review and approval of the Downtown Investment Authority for consistency with its BID and CRA Plan and of the DIA and COJ for consistency with associated adopted studies and plans.
- c) In collaboration with the City's Chief Resiliency Officer and the Florida Institute for Built Environment Resilience, the design may include resiliency features, including to the extent practicable the design recommendations set forth in Resilient Jacksonville published in October 2023 and its update published in October 2024.
- d) Parking and landscaping will comply with the City's standard as found in the Downtown Design Standards, except as otherwise approved through deviations or variances.

Performance
Schedule:

- a) The Redevelopment Agreement will be entered into by the Developer, DIA and the City within forty-five (45) days following City Council approval legislation authorizing the same. Due Diligence period of one hundred eighty (180) days as defined above with termination rights as found in the Redevelopment Agreement.
- b) Conveyance of the Property to occur within thirty days of satisfaction of the conditions to closing, but not sooner than the earlier of the execution date of the Redevelopment Agreement and the Acceptance Date (defined as an affirmative letter delivered to the DIA within the Due Diligence period or with the expiration of the Due Diligence period with no termination letter provided by Developer).
- c) Developer must commence design of a least one Class A educational building on Site A comprising the minimum required square footage within six (6) months of closing and proceed diligently using commercially

- reasonable efforts to complete applications for permitting of horizontal and vertical construction of such building(s) within 24 months of closing.
- d) Commencement of Construction of Horizontal Improvements on Site A must commence no later than six months following Developer's receipt of necessary permits and approvals for such work.
 - e) Commencement of Construction of Vertical Improvements must commence on the Property within six months of completion of horizontal improvements but in no event no later than eighteen (18) months following Developer's receipt of necessary permits and approvals for such Vertical Improvement work.
 - f) Substantial Completion of the Construction of the initial 60,000 (or greater) of Vertical Improvements on Site A (subject to the right to reallocate the square footage between the Sites as set forth above) shall be diligently pursued to completion using commercially reasonable efforts to achieve Substantial Completion no later than 3 years after vertical commencement.
 - g) Developer must commence design of a least one Class A educational building on Site B comprising the minimum required square footage thereon within six (6) years of closing and proceed diligently using commercially reasonable efforts to complete applications for permitting of horizontal and vertical construction of such building(s).
 - h) Commencement of Construction of Horizontal Improvements on Site B must commence no later than seven (7) years following closing.
 - i) Commencement of Construction of Vertical Improvements must commence on the Property within six months of completion of Horizontal improvements but in no event no later than eighteen (18) months following Developer's receipt of necessary permits and approvals for such work.
 - j) Substantial Completion of the Construction of the required 20,000 square feet (or greater) of Vertical Improvements on Site B (subject to the right to reallocate the square footage between the Sites as set forth above) shall be diligently pursued to completion using commercially reasonable efforts to achieve Substantial Completion no later than ten (10) years following closing.
 - k) The foregoing deadlines will be subject to extensions of up to six (6) months granted by the DIA's Chief Executive Officer and an additional up to six (6) months by the DIA Board for both Site A and Site B independently without additional City approval upon reasonable cause shown. In addition, extensions shall be available for force majeure. Such extension of the Commencement Date shall also apply to the date of Substantial Completion of either Site A or Site B, so that a single extension provided to Commencement will apply to Substantial Completion on that same Site.

Following entry into the Redevelopment Agreement the Developer will provide project updates to DIA every six (6) months, and the DIA reserves the right to inspect the Property with not less than 48 hours notice to Developer, and not more than once per month prior to Substantial Completion of any improvements.

- l) 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, but no party shall be bound unless and until a fully executed Redevelopment Agreement is approved and entered into.

DRAFT

Exhibit D to Resolution 2025-02-01

Essential Terms of Disposition Notice

1. Property Interest considered for disposition by Quit Claim Deed, unless waived by Ordinance: Fee Simple title, in “as is” condition, subject to any representations and warranties in the Redevelopment Agreement and also subject to covenants, easements and restrictions of record, to:
 - a. Site A - RE# 074487 0020, and
 - b. Site B - RE# 074836 0000, RE# 074837 0000, RE# 074838 0000, RE# 074839 0000, RE# 074840 00 (together with Site A, the “PROPERTY”)
2. Use: At least one or more Class A buildings on Site A and one or more Class A buildings on Site B to be used as part of a higher educational campus, and the deed of conveyance will include such a restriction.
3. Minimum Capital Investment on Site A of \$80 million and on Site B of \$20 million or of \$100 million on the two sites in the aggregate. Capital Investment shall include hard costs incurred for site improvement and construction of the buildings at Site A or Site B including soft costs for architectural and engineering. However, Capital Investment shall not include cost of tenant improvements for third party tenants unrelated to proposed owner or its affiliates.
4. Minimum 60,000 gross square feet of new Class A building space on Site A and minimum of 20,000 gross square feet of new Class A building space on Site B or of 80,000 gross square feet in the aggregate (however both parcels shall include occupiable buildings at buildout with a minimum square footage on each Site of 20,000 square feet, and may also include other improvements such as landscaping, passive parks and structured parking that contribute to campus programs and activity.
5. New construction must comply with Downtown Zoning Overlay including approval of any deviation or variance as may be required for the improvements.
6. Deed to contain a reverter if construction not commenced on Site A within 5 years after closing, and a reverter as to Site B only if construction on Site B fails to commence within 7 years after closing.
7. Deed or other contract to contain a mutually agreeable right of repurchase to allow the City to re-acquire the Property if there is a cessation of Campus Uses, and it becomes dilapidated as defined between the parties.
8. Redevelopment Agreement to be executed within forty-five (45) days following City Council approval thereof and closing to occur within 7 months of effective date of Redevelopment Agreement unless mutually extended by the parties.
9. If conveyance is to a non-profit or tax-exempt entity, Property to be deed restricted against further transfer without the approval of DIA except to approved affiliates.
10. Developer must demonstrate successful track record of the development and operation of similar facilities.
11. Developer to demonstrate current and previous capacity and capability to raise debt and equity funds necessary for project financing.

12. Proposal must identify if Developer or proposed owner is exempt from payment of ad valorem taxes or if taxes will be paid on the proposed improvements to be constructed on the parcel.
13. Developer must commence design of a least one Class A building to be constructed on Site A within one year of execution of the RDA and proceed diligently using commercially reasonable efforts to complete applications for permitting of the initial horizontal and vertical construction within 24 months of closing.
14. Commencement of Construction of Horizontal Improvements on Site A must commence no later than six months following receipt of applicable permits and approvals.
15. Commencement of Construction of Vertical Improvements on Site A must commence within six months of completion of horizontal improvements but in no event later than 18 months following receipt of applicable permits and approvals.
16. Substantial Completion of the Construction of the initial Vertical Improvements on Site A (i.e., a minimum of 60,000 square feet on Site A, subject to the right to reallocate the square footage between the Sites as set forth above) shall be no later than 3 years following Commencement of Construction of such Vertical Improvements on Site A.
17. Commencement of design of the minimum required Site B improvements must occur within 6 years of closing and commencement of horizontal improvements on Site B must occur within 7 years of closing, with substantial completion of the required Site B improvements no later than 10 years from closing.
18. The foregoing deadlines will be subject to extensions of up to six (6) months granted by the DIA's Chief Executive Officer and an additional up to six (6) months by the DIA Board for both Site A and Site B independently without additional City approval upon reasonable cause shown. In addition, extensions shall be available for force majeure. Such extension of the Commencement Date shall also apply to the date of Substantial Completion of either Site A or Site B, so that a single extension provided will apply to both simultaneously.

TAB VI.

RESOLUTION 2025-02-02: CONVENTION CENTER DISPOSITION OF OPTION

RESOLUTION 2025-02-02

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) INSTRUCTING ITS CHIEF EXECUTIVE OFFICER (“CEO”) TO ISSUE A 30-DAY NOTICE OF DISPOSITION IN ACCORDANCE WITH FLORIDA STATUTES AND THE NEGOTIATED DISPOSITION POLICY APPROVED BY ORDINANCE 2022-372-E; AUTHORIZING THE PUBLICATION OF A NOTICE OF DISPOSITION FOR AN OPTION TO ACQUIRE THE FEE SIMPLE TO APPROXIMATELY 14.71 ACRES OF CITY-OWNED PROPERTY IMPROVED BY A SURFACE PARKING LOT AND CONVENTION CENTER EXHIBIT HALL CONSTRUCTED IN APPROXIMATELY 1987 AS DEPICTED ON EXHIBIT A ATTACHED HERETO AND A PORTION OF THE PARCEL IDENTIFIED BY DUVAL COUNTY TAX PARCEL NUMBER 074887 0000, (THE “CONVENTION CENTER PARCEL”) EXCLUDING FROM SUCH TAX PARCEL THE HISTORICALLY DESIGNATED 1919 TRAIN STATION AND ASSOCIATED LAND CONSISTING OF APPROXIMATELY 2.13 ACRES AS WELL AS APPROXIMATELY 2.04 ACRES ADJACENT TO SITE’S SOUTHERN BOUNDARY RESERVED TO THE CITY FOR FUTURE PASSENGER RAIL EXPANSION BOTH AS DEPICTED ON EXHIBIT B; EXPRESSING THE INTENTION, ABSENT HIGHER RESPONSIVE OFFERS, TO DISPOSE OF SAID PROPERTY IN ACCORDANCE WITH THE NEGOTIATED TERMS ATTACHED HERETO AS EXHIBIT C, AND ESTABLISHING THE TERMS OF THE PUBLISHED NOTICE OF DISPOSITION ATTACHED HERETO AS EXHIBIT D; AND FINDING THAT THIS RESOLUTION FURTHERS THE BUSINESS INVESTMENT AND DEVELOPMENT (“BID”) PLAN, INCLUDING THE COMMUNITY REDEVELOPMENT AREA PLAN; AUTHORIZING THE CEO OF THE DIA TO TAKE ALL ACTION NECESSARY TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; 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 Combined Northbank Downtown Community Redevelopment Area and authorizing it to approve and negotiate economic development agreements and dispose of City-owned property; and

WHEREAS, DIA is the designated Community Redevelopment Agency for the Northbank CRA, for which a Business Investment and Development Plan, inclusive of a Community Redevelopment Plan, (“BID/CRA Plan”) was adopted by Ordinance 2014-560-E and updated by Ordinance 2022-372-E; and

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

Interpreting the BID/CRA Plan and approving development and redevelopment projects within Downtown.

Implementing the BID/CRA Plan, negotiating and approving downtown development and redevelopment agreements, grant agreements, license agreements, and lease agreements.

Planning and proposing Projects and Public facilities within Downtown; and

Subject to Section 122.434, Ordinance Code (Procedure for disposition of Community Development Property), hold, control, manage, lease, sell, dedicate, grant, or otherwise dispose of any of the City's Downtown assets and properties managed by the DIA, or any interest therein.

WHEREAS, the City owns approximately 18.88 acres of real property which is identified by Duval County Tax Parcel Number RE# 074887 0000 within the Combined Downtown Northbank Community Redevelopment Area ("Northbank CRA") which is currently used as the Prime Osborne Convention Center and is assigned to Public Buildings for property management; and

WHEREAS, the City has expressed a willingness to surplus the 14.71 acres of the foregoing property improved by a surface parking lot and convention center exhibit hall constructed in approximately 1987 and constituting a portion of the parcel identified by Duval County Tax Parcel Number 074887 0000, as depicted on Exhibit A attached hereto (the "Convention Center Parcel") and make it available for redevelopment in the future, at which point the Convention Center Parcel becomes an asset of the Northbank CRA and disposition follows the processes established by state law and local ordinances; and

WHEREAS, University of Florida has shared with DIA an acquisition and master plan for improvements within the Downtown Northbank Community Redevelopment Area that envisions a University of Florida Campus on the Convention Center Parcel and surrounding parcels in LaVilla; and

WHEREAS, the City requires the continued use of the Convention Center Parcel for at least five (5) years and the University of Florida plans to acquire and develop several nearby parcels prior to closing on and commencing redevelopment of the Convention Center Parcel; and

WHEREAS, University of Florida has proposed to acquire and improve the Convention Center Parcel in accordance with the Jacksonville Campus Master Plan, with multiple Class A

facilities to be used as part of a higher educational campus including but not limited to such features as: (i) higher educational classrooms, research, laboratory, office and clinic uses, as well as residences, administration, retail, food and beverage, parking, recreation and other uses and services, all supporting the campus; and (ii) passenger rail supporting uses , all as integral components of the broader master plan proposed; and

WHEREAS, the DIA finds that such University of Florida Jacksonville Campus is consistent with the Conceptual Master Plan and the adopted vision for the LaVilla and Convention Center Catalyst sites contained in the adopted BID Plan for the Downtown Northbank CRA as well as the adopted LaVilla Neighborhood Development Strategy; and

WHEREAS, DIA entered negotiation with University of Florida regarding the terms of the disposition and redevelopment in accordance with DIA's approved negotiated disposition process and the essential terms of the redevelopment proposal including certain of University of Florida's obligations and conditions to closing on the Convention Center Parcel are set forth in the Term Sheet attached as Exhibit C; and

WHEREAS, DIA has established the terms upon which a public notice of disposition will be published as set forth in Exhibit D; and

WHEREAS, to determine fair value for the Convention Center Parcel 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

WHEREAS, the development of the University of Florida Jacksonville Campus creates higher education opportunities expected to attract top tier students from around the world where such development will generate interest in development of a long underutilized historic area of Downtown Jacksonville, draw firms into the area creating new employment opportunities, and put City-owned properties to use for the overall benefit of the local community; and

WHEREAS, the DIA finds that the proposed disposition and redevelopment proposal further the following Redevelopment Goal and Strategic Objectives found in the BID/CRA Plan:

Redevelopment Goal 1: Increase...job growth to reinforce Downtown as the region's epicenter for business.

Through the creation of an educational campus of a top tier university within Downtown, Downtown will be positioned to provide a highly trained workforce to businesses seeking to locate within Downtown and the region. Further, the location of a major research institute within the proposed campus will further solidify Downtown as the region's epicenter for business.

Redevelopment Goal 2: Increase rental and owner-occupied housing Downtown...

The proposed campus will increase the demand for housing within the immediate vicinity as well as throughout Downtown. In addition, some student housing is envisioned to be part of the campus or developed nearby.

Strategic Objectives:

- Actively pursue a minimum of 8,140 built and occupied multi-family dwelling units by 2030; and strive to induce 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.

Redevelopment Goal No. 3: Increase and diversify the number and type of retail, food and beverage, and entertainment establishments within Downtown.

The proposed campus will include multiple mixed-use buildings that include publicly accessible food and beverage or other retail establishments.

Strategic Objectives:

- Increase the number of retail, food and beverage, and entertainment establishments that are open for business weekends and other times outside of weekday business hours.
- Pursue the addition of one or more new neighborhood restaurant/entertainment venues in each District by 2025 and a second by 2030.

WHEREAS, at a publicly noticed meeting held on February 13, 2025, the DIA Retail Enhancement and Property Disposition Committee (“REPD”) recommended that the DIA Board adopt Resolution 2025-02-02; and

WHEREAS, upon adoption of this Resolution, a 30-day public notice for the solicitation of proposals pursuant to Section 163.380(3)(a), Florida Statutes, and Sections 122.434(a) and (b), Jacksonville Ordinance Code, will be issued.

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 has determined that in furtherance of its plan to facilitate development in the Downtown Northbank Community Redevelopment Area the Convention Center Parcel should be developed for use as a University of Florida Campus in accordance with the terms outlined in Exhibit C, attached herein, unless a responsive proposal of greater value is received, and that the commitments of the University of Florida regarding development of the property constitute fair value for the land.

Section 3. The DIA instructs the Chief Executive Officer of the Downtown Investment Authority to take all action necessary to effectuate the thirty (30) day Notice of Disposition for the Convention Center Parcel in accordance with its Negotiated Notice of Disposition Process and pursuant to the terms set forth in Exhibit D and consistent with Florida Statutes and the Ordinance Code.

Section 4. Proposals received, if any, will be reviewed by the DIA Chief Executive Officer, who will make a recommendation to the DIA Board regarding any responsive alternate proposals received.

Section 5. If no alternate responsive and qualified proposals are received, or if they are determined by the CEO to be lower in value or unresponsive, the DIA authorizes its CEO to finalize negotiation of a Redevelopment Agreement with University of Florida substantially in accordance with the terms set forth on Exhibit C, and including such additional dispositions as may be approved and authorized by Resolution, and file legislation seeking approval of the disposition and Redevelopment Agreement and associated documents with City Council.

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.

Section 7. This Resolution, 2025-02-02, shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

Patrick Krechowski, Esq., Chairman

Date

VOTE: In Favor: _____ Opposed: _____ Abstained: _____

Exhibit A to Resolution 2025-02-02

Approximately 14.71 acres of City-owned property improved by a surface parking lot and convention center exhibit hall constructed in approximately 1987 as depicted below and consisting of a portion of the parcel identified by Duval County tax parcel number 074887 0000, (the “Convention Center Parcel”) located in the LaVilla District within the Downtown Northbank Community Redevelopment Area of Downtown Jacksonville.

The Convention Center Parcel as depicted below

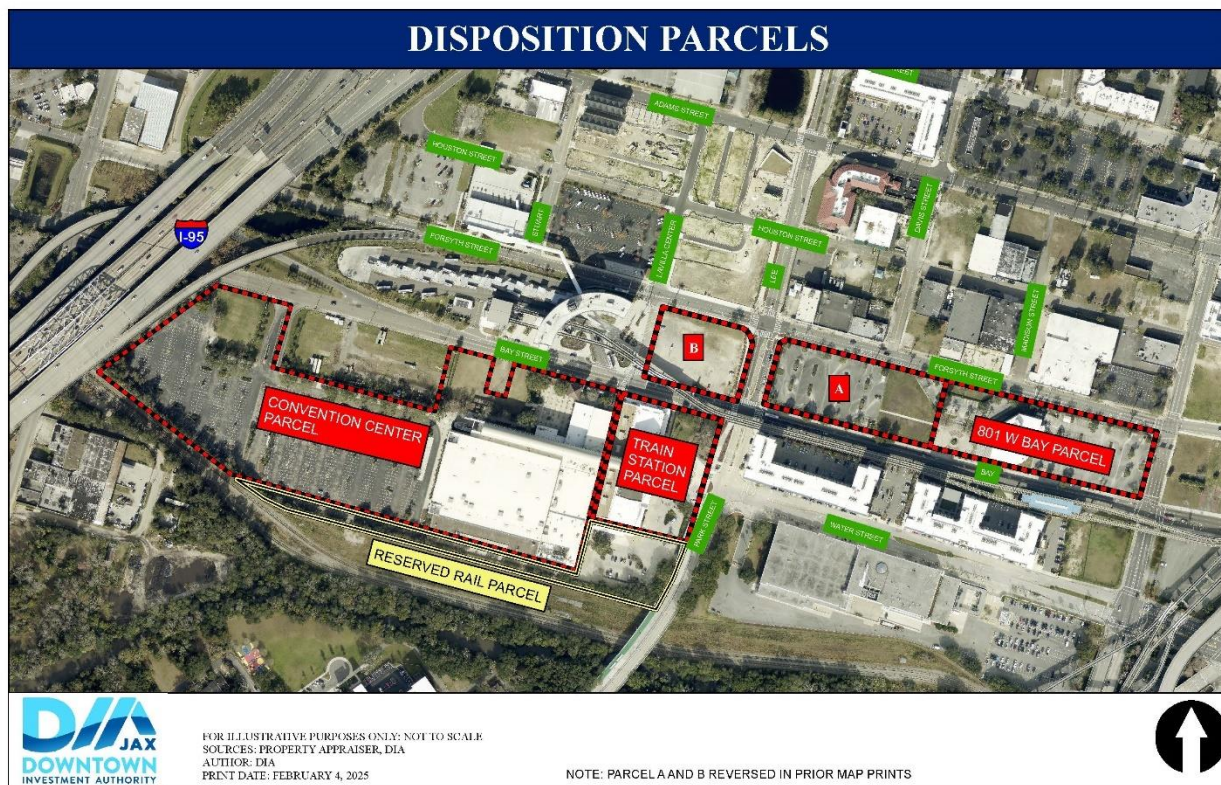
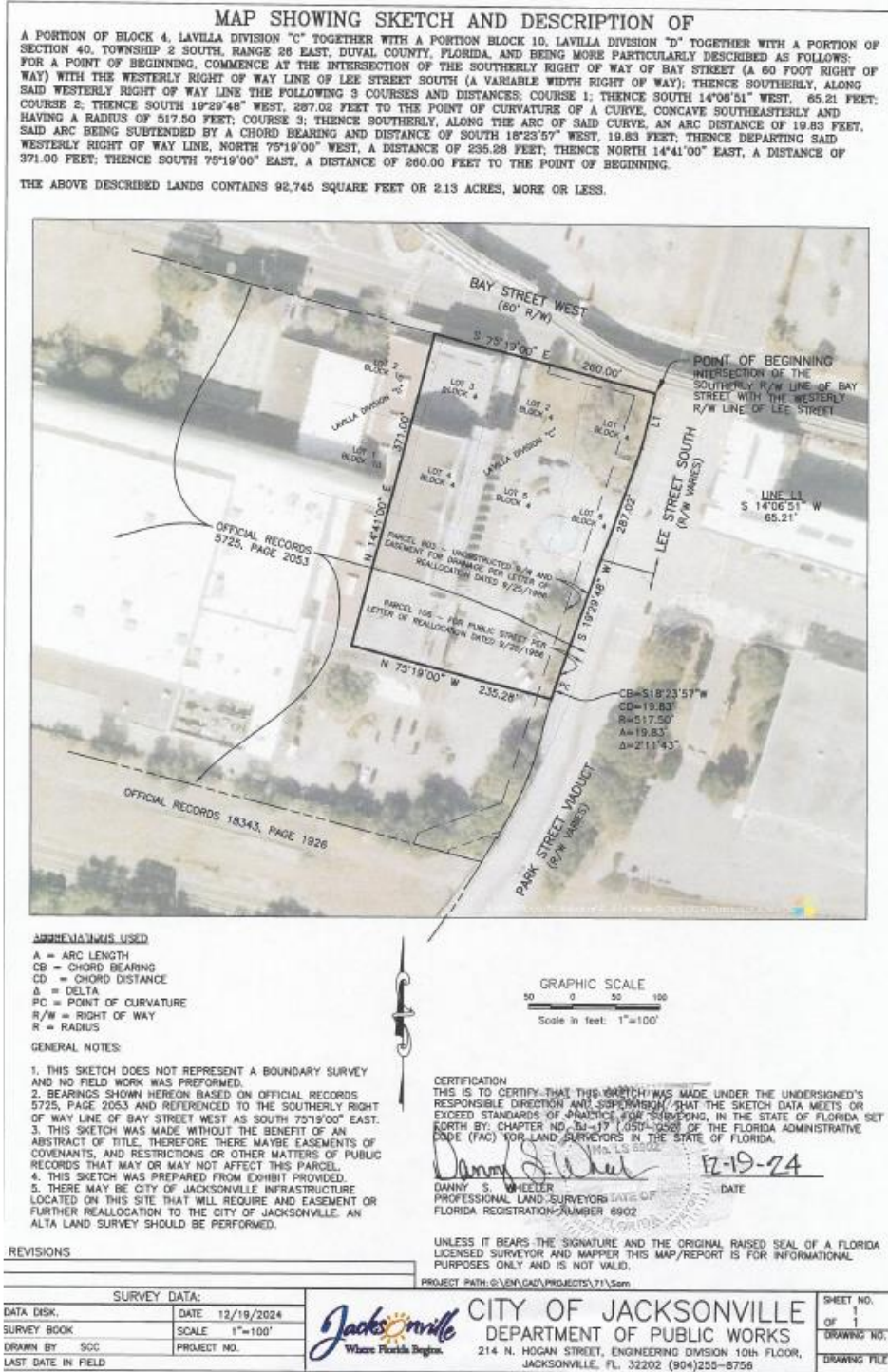
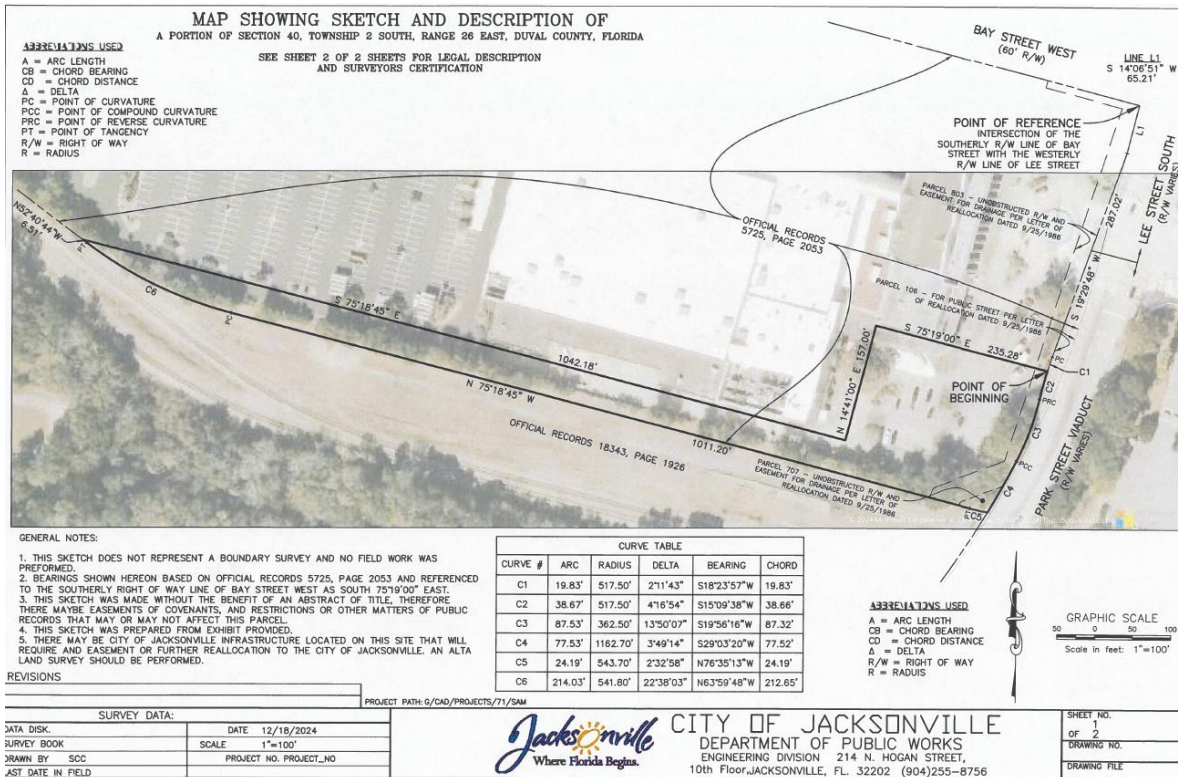


Exhibit B to Resolution 2025-02-02

Train Station Exclusion from RE# 074887 0000 consisting of approximately 2.13 acres:



Railroad Expansion exclusion from RE# 074887 0000 consisting of approximately 2.04 acres:



**Exhibit C
Term Sheet**

Resolution 2025-02-02

Developer: University of Florida

The Convention
Center Parcel:

A 14.71 acre, plus or minus, parcel of land as depicted on the foregoing Exhibit A site plan (“the “Convention Center Parcel”) to be conveyed following award of an option to acquire the Convention Center Parcel pursuant to a publicly noticed disposition consistent with the closing conditions below including negotiation of a Redevelopment Agreement consistent with the terms set forth herein and approval by the Jacksonville City Council of legislation authorizing the same.

Use Limitation:

The Convention Center Parcel shall be limited to use for a higher educational campus, including but not limited to such features as: (i) classrooms, research, laboratory, office and clinic uses, as well as residences, administration, retail, food, beverage, parking, recreation and other uses and services, all supporting the campus (“Campus Uses”); and (ii) passenger rail supporting uses and the deed of conveyance will include such a restriction.

Purchase Price:

The consideration for the Convention Center Parcel shall be the Developer’s commitment to development on the Convention Center Parcel as described below and there shall be no cash purchase price paid for the land.

The Site A and B Projects:

To include the design and construction of one or more Class A-buildings on Site A identified by Duval County Tax Parcel Number 074487-0020 and one or more Class A Building on Site B identified by Duval County Tax Parcel Numbers 074836-0000, 074837-0000, 074838-0000, 074839-0000 and 074840-0000 with a minimum of 80,000 square feet of gross square feet of building space in the aggregate and with a minimum capital investment of \$100 million on Sites A and B in the aggregate.

The Convention Center
Parcel Project:

Design and construction of a higher education campus eventually expected to require the entire parcel at buildout, The initial project will consist of at least one Class A building on the Convention Center Parcel and any adjacent contiguous parcels acquired by Developer, meeting the minimum requirements below in accordance with the Jacksonville Campus Master Plan, to be used as part of an educational campus including but not limited to such features as: (i) higher educational classrooms, research, laboratory, office and clinic uses, as well as residences, administration, retail, food, beverage, parking, recreation and other uses and services, all supporting the campus; and (ii) passenger rail supporting uses , all as integral components of the broader

master plan proposed. The first building to be designed and constructed on the Convention Center Parcel shall be designed and constructed in accordance with the Performance Schedule set forth below and shall represent a minimum of 40,000 square feet of initial improvements consistent with the standards of the remainder of the campus and a minimum capital investment of at least \$40 million for construction of such building, any parking facility and related horizontal improvements. Thereafter, it is anticipated that Developer will complete the design and construction of other facilities contemplated in the master plan as growth of the campus demands. It is anticipated that full buildout may take up to 15 years or more following closing on the Convention Center Parcel. All improvements on the Convention Center Parcel shall comply with the Downtown Zoning Overlay, subject to any deviation or variation as may be required for the improvements, with final approval by the Downtown Development Review Board (“DDRB”), or the COJ City Council as may be required. The Property shall be limited to use as set forth above.

Capital

Investment: Capital Investment shall include hard costs incurred for site improvement and construction of the buildings and soft costs for architectural and engineering. However, Capital Investment shall not include cost of tenant improvements for third party tenants unrelated to proposed owner or its affiliates.

Shared Parking: The Redevelopment Agreement or Option Agreement defined below will include provisions related to shared parking for the Convention Center Parcel and the adjacent train station. Such arrangement may include construction of a structured parking facility on the Convention Center Parcel, the reconveyance by Developer to the City of a portion of the Convention Center Parcel for construction of a shared parking facility if Developer does not construct a structured parking facility on the Convention Center Parcel, or such other provisions mutually acceptable to Developer and the City.

Option Agreement: An Option Agreement authorizing the Developer to close and take title to the Convention Center Parcel upon satisfaction of the Preconditions to Closing, will be executed and provided to Developer following the approval by City Council and execution of the Redevelopment Agreement and completion of Due Diligence at the time of initial closing on other campus parcels. The Option Agreement will terminate if Developer has not satisfied the preconditions to exercise within 20 years from the Effective Date of the Option Agreement, provided that closing may occur two (2) years after the expiration of such period to accommodate required notice to the City and DIA.

**Preconditions
to Closing:**

Developer may not exercise the option to close until five years have elapsed since the effective date of the Redevelopment Agreement and Option Agreement, and until Developer has completed construction of the minimum required improvements on Sites A and B in accordance with Performance Schedule therefor contained in the

Redevelopment Agreement. Developer shall provide the City and DIA with a minimum two (2) years advance notice of intention to exercise the option on the Convention Center Parcel to accommodate booking reservations in the current facility. Closing will occur upon a mutually agreeable date but no later than 25 months following Developer's notice of intent to exercise the option. The Redevelopment Agreement may contain certain additional conditions to closing as may be agreed upon by the parties. No closing on any parcel shall occur until the Developer has completed its due diligence and agreed to move forward without termination or the Due Diligence Period has expired.

Redevelopment Agreement:

The Redevelopment Agreement (sometimes referred to as the "RDA") will establish, *inter alia*, the essential terms of the conveyance of the Property, the Developer's rights and responsibilities with respect to design and use, the Developer's and the City's obligations with respect to construction of infrastructure improvements, if any, site remediation, improvements on the Property and other terms relevant to development of the Property including rights of reversion in favor of the DIA and the City if development activity does not occur after closing as agreed upon by the parties. The RDA will become effective upon its execution following approval by COJ, and final University of Florida Board of Trustee approval, with an outside date for execution by Developer of forty-five (45) days following the effective date of the legislation (which date shall be set forth in the legislation). While this term sheet summarizes certain of the terms and conditions that will be contained in the RDA, it is not a complete statement of all such terms and conditions. Additional terms and conditions essential to implementation of the master plan will also be included in the RDA.

Site Investigation:

The City will grant Developer early access to the Convention Center Parcel to conduct inspections prior to execution of the Redevelopment Agreement. In addition, following the execution of the Redevelopment Agreement the Developer will have an additional period, if needed, to have a cumulative total of one hundred eighty (180) calendar days from the grant of access (the "Due Diligence Period") to inspect and perform tests on the Convention Center Parcel and any other LaVilla parcels awarded to Developer through disposition or included in the campus master plan pursuant to a scope of work approved by Developer and the DIA to determine its suitability for the campus, and to investigate the quality and marketability of the title of the fee simple interest it will receive from the City. Upon providing written notice to the DIA, the Developer may terminate the Redevelopment Agreement and the Convention Center Parcel Project any time within the Due Diligence Period without cause and without incurring any obligations under the Redevelopment Agreement. If no written termination notice is delivered by Developer to the DIA prior to the expiration of the Due Diligence Period, all remaining terms found in the Redevelopment Agreement shall be in effect.

Environmental:

City will provide access to the Convention Center Parcel for any required investigation but shall not be liable for environmental issues that arise by actions taken by the

Developer or its agents during inspection or following conveyance of the Convention Center Parcel, including liability for any damage caused by Developer or its contractors during construction.

AS IS conveyance: Except for any representations and warranties or as otherwise may be agreed upon by the parties in the Redevelopment Agreement, the City agrees to convey the Convention Center Parcel in “as-is” condition and is not undertaking any obligation, financial or otherwise, to remediate the sites, clear title, or otherwise.

Form of Deed: The City will convey title by Quit Claim Deed as required by the Ordinance Code, unless waived.

Documentary Stamps: The City is precluded by law from the payment of Documentary stamp taxes. Such taxes, if any, will be paid by Developer or someone on Developer’s behalf.

Survey: DIA to provide Developer with a survey map and prepared legal description for the Property on or before the RDA execution date. If Developer desires a stamped survey depicting all improvements and easements, etc. the Developer shall obtain the same at its cost and expense.

Title Commitment: DIA shall obtain and deliver to Developer a title commitment for the Property on or before the RDA execution date. Title insurance, if desired, shall be issued at closing at Developer’s expense.

Appraisal: DIA shall obtain an appraisal of the Convention Center Parcel at DIA’s expense as required for disposition and shall make the same available to Developer on or before execution of the RDA. Notwithstanding the foregoing, the City will deed the Convention Center Parcel to Developer for no monetary consideration in recognition of the other obligations of Developer set forth in the RDA.

Restriction on Further Transfer: Property to be deed restricted against further transfer without the approval of DIA except as may be otherwise set forth in the Redevelopment Agreement (such as conveyance to university direct-support organizations (as defined in Section 1004.28, Florida Statutes), university health services support organizations (as defined in Section 1004.29, Florida Statutes), and their subsidiaries).

Reverter: The Deed will include a reverter of the Convention Center Parcel in favor of the City in the event Developer fails to commence construction on the Convention Center Project within a period of 3 years after the closing of the acquisition of the Convention Center Parcel under the Option Agreement (subject to force majeure) In addition, the Property will be restricted to Campus Uses and passenger rail related uses and subject to the restrictions on transfer set forth herein.

Right of repurchase: The Redevelopment Agreement or deed shall include a mutually agreeable right of repurchase to allow the City to re-acquire the Property if there is a cessation of Campus Uses, and it becomes dilapidated as defined between the parties.

Entitlements: Mobility Credits will be provided to Developer if Developer earns the same through its design in accordance with the criteria for the Mobility Fee Credit established in the adopted BID Strategy. Stormwater Credits may be available for purchase by Developer in accordance with the ordinance governing the same once the quantity of credits required is known and subject to the availability of credits in the City or Downtown Stormwater Credit Bank. The DIA will make available for future allocation to the Developer, should the Developer exercise their option to acquire the Convention Center Parcel, and pursuant to its authority via Chapter 55, Jacksonville Code of Ordinances, forty thousand (40,000) square feet of government/institutional for use on the Convention Center Parcel. Future allocation(s) of entitlements will be formalized via an Allocation of Development Rights Agreement, or functional equivalent thereof. At or prior to commencing design of the Convention Center Parcel, Developer will request, and DIA will allocate the required entitlements pursuant to a development plan for the Convention Center Parcel. Any unused entitlements previously allocated for use on the Convention Center Parcel remaining after the last Certificate of Occupancy or functional equivalent on the Convention Center Parcel will return to the DIA for its use and future allocation throughout the Central Business District without any further action by DIA.

Design:

- a) The Developer will design each building with the goal of creating educational campus buildings incorporating design and use considerations capable of attracting students and researchers for decades following their completion. The buildings will be designed with the intent to serve an important and functional purpose contributing to that which defines the City as a distinctive and leading urban research and learning campus and will remain visually and functionally beneficial with the passage of time.
- b) The design will comply with the Downtown Overlay Standards as enacted within the Jacksonville Municipal Code as well as the DDRB's development guidelines, except as may otherwise be approved by the DDRB and allowed by code. The design is subject to further review and approval of the Downtown Investment Authority for consistency with its BID and CRA Plan and of the DIA and COJ for consistency with associated adopted studies and plans.
- c) In collaboration with the City's Chief Resiliency Officer and the Florida Institute for Built Environment Resilience, the design may include resiliency features, including to the extent practicable the design recommendations set forth in Resilient Jacksonville published in October 2023 and its update published in October 2024.
- d) Parking and landscaping will comply with the City's standard as found in the Downtown Design Standards, except as otherwise approved through deviations or variances.

Performance
Schedule:

- a) The Redevelopment Agreement will be entered into by the Developer, DIA and the City within forty-five (45) days following City Council approval legislation authorizing the same. Due Diligence period of one hundred eighty (180) days as defined above -with termination rights as found in the Redevelopment Agreement.
- b) Developer must commence design of a least one Class A educational building on the Convention Center Parcel comprising the minimum required square footage within six (6) months of closing of the acquisition of the Convention Center Parcel under the Option Agreement and proceed diligently using commercially reasonable efforts to complete applications for permitting of horizontal and vertical construction of the such building(s) within 18 months of closing of the acquisition of the Convention Center Parcel under the Option Agreement.
- c) Commencement of Construction of Horizontal Improvements on the Convention Center Parcel must commence no later than six (6) months following Developer's receipt of necessary permits and approvals for such work, or the closing date, whichever occurs last.
- d) Commencement of Construction of Vertical Improvements must commence on the Convention Center Parcel within six (6) months of completion of horizontal improvements but in no event no later than eighteen (18) months following Developer's receipt of necessary permits and approvals for such work or the closing date, whichever occurs last.
- e) Substantial Completion of the Construction of the initial building meeting the minimum requirements for size and investment on the Convention Center Parcel shall be diligently pursued to completion using commercially reasonable efforts to achieve Substantial Completion no later than 3 years after vertical commencement thereof.
- f) The foregoing deadlines will be subject to extensions of up to six (6) months granted by the DIA's Chief Executive Officer and an additional up to six (6) months by the DIA Board without additional City approval upon reasonable cause shown. In addition, extensions shall be available for 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
- g) Following entry into the Redevelopment Agreement the Developer will provide project updates to DIA every six (6) months, and the DIA reserves the right to inspect the Property with not less than 48 hours notice to Developer, and not more than once per month prior to Substantial Completion of any improvements.
- h) 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, but no party shall be bound unless and until a fully executed Redevelopment Agreement is approved and entered into.

Exhibit E to Resolution 2025-02-02

Essential Terms of Disposition Notice

1. Property Interest considered for disposition regarding an approximately 14.71 acre portion of RE# 074887 0000 (the "Convention Center Parcel") :
 - a. Option Agreement to acquire fee simple title, exercisable no sooner than 5 years from execution and only following completion of construction of affiliated campus facilities with a minimum capital investment of \$80 million and consisting of at least 60,000 gross square feet and following commencement of construction of additional affiliated campus facilities with a minimum capital investment of \$20 million and consisting of at least 20,000 gross square feet. Option to expire twenty (20) years from execution of the Option Agreement if preconditions to exercise have not been satisfied, provided that closing may occur two (2) years after the expiration of such period to accommodate required notice to the City and DIA.
 - b. Upon exercise of Option, fee simple title by Quit Claim Deed, unless waived by Ordinance. Fee Simple title, in "as is" condition, subject to any representations and warranties in the Redevelopment Agreement and also subject to covenants, easements and restrictions of record.
2. Use: The Property shall be limited to use for both higher educational campus and passenger rail related uses and the deed of conveyance will include such a restriction.
3. Minimum capital investment on the Convention Center Parcel of \$40 million.
4. Minimum 40,000 gross square feet of new Class A building space in the initial building to be developed on the Convention Center Parcel and any adjacent contiguous parcel(s) acquired by Developer, with a minimum Capital Investment of at least \$40 million for construction of such building, any parking facility, and the horizontal improvements related to each.
5. The Redevelopment Agreement or deed shall include a mutually agreeable right of repurchase to allow the City to re-acquire the Property if there is a cessation of Campus Uses, and it becomes dilapidated as defined between the parties.
6. Redevelopment Agreement to be executed within forty-five (45) days following City Council approval thereof.
7. New construction must comply with Downtown Zoning Overlay including approval of any deviation or variance as may be required for the improvements.
8. Deed to contain a reverter if construction not commenced on the Property within 3 years after closing of the acquisition of the Convention Center Parcel under the Option Agreement.
9. If conveyance is to a non-profit or tax-exempt entity, Property to be deed restricted against further transfer without the approval of DIA except to approved affiliates.
10. Developer must demonstrate successful track record of the development and operation of similar facilities.
11. Developer to demonstrate current and previous capacity and capability to raise debt and equity funds necessary for project financing.
12. Proposal must identify if Developer or proposed owner is exempt from payment of ad valorem taxes or if taxes will be paid on the proposed improvements to be constructed on the parcel.

13. Developer must commence design of a least one Class A building to be constructed on the Convention Center Parcel within six (6) months of closing on the Convention Center Parcel and proceed diligently using commercially reasonable efforts to complete applications for permitting of the initial horizontal and vertical construction within 18 months of the acquisition of the Convention Center Parcel under the Option Agreement.
14. Commencement of Construction of Horizontal Improvements on the Convention Center Parcel must commence no later than six months following receipt of applicable permits and approvals.
15. Commencement of Construction of Vertical Improvements must commence on the Convention Center Parcel within six months of completion of horizontal improvements but in no event later than 18 months following receipt of applicable permits and approvals.
16. Substantial Completion of the Construction of the initial Vertical Improvements on the Convention Center Parcel shall be no later than 3 years following Commencement of Construction of such Vertical Improvements.
17. The foregoing deadlines will be subject to extensions of up to six (6) months granted by the DIA's Chief Executive Officer and an additional up to six (6) months by the DIA Board without additional City approval upon reasonable cause shown. In addition, extensions shall be available for 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.

TAB VII.

RESOLUTION 2025-02-03: TRAIN STATION DISPOSITION OF OPTION

RESOLUTION 2025-02-03

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) INSTRUCTING ITS CHIEF EXECUTIVE OFFICER (“CEO”) TO ISSUE A 30-DAY NOTICE OF DISPOSITION IN ACCORDANCE WITH FLORIDA STATUTES AND THE NEGOTIATED DISPOSITION POLICY APPROVED BY ORDINANCE 2022-372-E; AUTHORIZING THE PUBLICATION OF A NOTICE OF DISPOSITION FOR AN OPTION TO ACQUIRE THE FEE SIMPLE TO APPROXIMATELY 2.13 ACRES OF CITY-OWNED PROPERTY IMPROVED BY AN HISTORICALLY DESIGNATED LANDMARK 1919 TRAIN STATION CURRENTLY USED IN CONJUNCTION WITH THE CONVENTION CENTER AS DEPICTED ON EXHIBIT A ATTACHED HERETO AND A PORTION OF THE PARCEL IDENTIFIED BY DUVAL COUNTY TAX PARCEL NUMBER 074887 0000, (THE “TRAIN STATION PARCEL”) EXCLUDING FROM SUCH TAX PARCEL THE CONVENTION CENTER EXHIBITION HALL AND PARKING CONSISTING OF APPROXIMATELY 14.71 ACRES AS WELL AS APPROXIMATELY 2.04 ACRES ADJACENT TO SITE’S WESTERN BOUNDARY RESERVED TO THE CITY FOR FUTURE PASSENGER RAIL EXPANSION BOTH AS DEPICTED ON EXHIBIT B; EXPRESSING THE INTENTION, ABSENT HIGHER RESPONSIVE OFFERS, TO DISPOSE OF SAID PROPERTY IN ACCORDANCE WITH THE NEGOTIATED TERMS ATTACHED HERETO AS EXHIBIT C, AND ESTABLISHING THE TERMS OF THE PUBLISHED NOTICE OF DISPOSITION ATTACHED HERETO AS EXHIBIT D; AND FINDING THAT THIS RESOLUTION FURTHERS THE BUSINESS INVESTMENT AND DEVELOPMENT (“BID”) PLAN, INCLUDING THE COMMUNITY REDEVELOPMENT AREA PLAN; AUTHORIZING THE CEO OF THE DIA TO TAKE ALL ACTION NECESSARY TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; 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 Combined Northbank Downtown Community Redevelopment Area and authorizing it to approve and negotiate economic development agreements and dispose of City-owned property; and

WHEREAS, DIA is the designated Community Redevelopment Agency for the Northbank CRA, for which a Business Investment and Development Plan, inclusive of a Community Redevelopment Plan, (“BID/CRA Plan”) was adopted by Ordinance 2014-560-E and updated by Ordinance 2022-372-E; and

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

Interpreting the BID/CRA Plan and approving development and redevelopment projects within Downtown.

Implementing the BID/CRA Plan, and negotiating and approving downtown development and redevelopment agreements, grant agreements, license agreements, and lease agreements.

Planning and proposing Projects and Public facilities within Downtown; and

Subject to Section 122.434, Ordinance Code (Procedure for disposition of Community Development Property), hold, control, manage, lease, sell, dedicate, grant, or otherwise dispose of any of the City's Downtown assets and properties managed by the DIA, or any interest therein.

WHEREAS, the City owns approximately 18.88 acres of real property which is identified by Duval County Tax Parcel Number RE# 074887 0000 within the Combined Downtown Northbank Community Redevelopment Area ("Northbank CRA") which is currently used as the Prime Osborne Convention Center and is assigned to Public Buildings for property management ; and

WHEREAS, the City has expressed a willingness to surplus 2.13 acres of the foregoing property improved by an historically designated landmark 1919 train station currently used in conjunction with the Convention Center and constituting a portion of the parcel identified by Duval County Tax Parcel Number 074887 0000, as depicted on Exhibit A attached hereto (the "Train Station Parcel") and make it available for redevelopment in the future, at which point the Train Station Parcel becomes an asset of the Northbank CRA and disposition follows the processes established by state law and local ordinances; and

WHEREAS, University of Florida has shared with DIA an acquisition and master plan for improvements within the Downtown Northbank Community Redevelopment Area that envisions a University of Florida Campus on the Train Station Parcel and surrounding parcels in LaVilla; and

WHEREAS, the City requires the continued use of the Train Station Parcel for at least five (5) years and the University of Florida plans to acquire and develop several nearby parcels prior to closing on and commencing redevelopment of the Train Station Parcel; and

WHEREAS, University of Florida has proposed to acquire and improve *inter alia*, the Train Station Parcel in accordance with the Jacksonville Campus Master Plan, with multiple Class A facilities to be used as part of a higher educational campus including but not limited to such features as: (i) higher educational classrooms, research, laboratory, office and clinic uses, as well as residences, administration, retail, food and beverage, parking, recreation and other uses and services, all supporting the campus; and (ii) passenger rail supporting uses, all as integral components of the broader master plan proposed; and

WHEREAS, the DIA finds that such University of Florida Jacksonville Campus is consistent with the Conceptual Master Plan and the adopted vision for the LaVilla and Convention Center Catalyst sites contained in the adopted BID Plan for the Downtown Northbank CRA as well as the adopted LaVilla Neighborhood Development Strategy; and

WHEREAS, DIA entered negotiation with University of Florida regarding the terms of the disposition and redevelopment in accordance with DIA's approved negotiated disposition process and the essential terms of the redevelopment proposal including certain of University of Florida's obligations and conditions to closing on the Train Station Parcel are set forth in the Term Sheet attached as Exhibit C; and

WHEREAS, DIA has established the terms upon which a public notice of disposition will be published as set forth in Exhibit D; and

WHEREAS, to determine fair value for the Train Station Parcel 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

WHEREAS, development of the University of Florida Jacksonville Campus creates higher education opportunities expected to attract top tier students from around the world where such development will generate interest in development of a long underutilized historic area of Downtown Jacksonville, draw firms into the area creating new employment opportunities, and put City-owned properties to use for the overall benefit of the local community; and

WHEREAS, the DIA finds that the proposed disposition and redevelopment proposal further the following Redevelopment Goal and Strategic Objectives found in the BID/CRA Plan:

Redevelopment Goal 1: Increase...job growth to reinforce Downtown as the region's epicenter for business.

Through the creation of an educational campus of a top tier university within Downtown, Downtown will be positioned to provide a highly trained workforce to businesses seeking to locate within Downtown and the region. Further, the location of a major research

institute within the proposed campus will further solidify Downtown as the region's epicenter for business.

Redevelopment Goal 2: Increase rental and owner-occupied housing Downtown...

The proposed campus will increase the demand for housing within the immediate vicinity as well as throughout Downtown. In addition, some student housing is envisioned to be part of the campus or developed nearby.

Strategic Objectives:

- Actively pursue a minimum of 8,140 built and occupied multi-family dwelling units by 2030; and strive to induce 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.

Redevelopment Goal No. 3: Increase and diversify the number and type of retail, food and beverage, and entertainment establishments within Downtown.

The proposed campus will include multiple mixed-use buildings that include publicly accessible food and beverage or other retail establishments.

Strategic Objectives:

- Increase the number of retail, food and beverage, and entertainment establishments that are open for business weekends and other times outside of weekday business hours.
- Pursue the addition of one or more new neighborhood restaurant/entertainment venues in each District by 2025 and a second by 2030.

WHEREAS, at a publicly noticed meeting held on February 13, 2025, the DIA Retail Enhancement and Property Disposition Committee ("REPD") recommended that the DIA Board adopt Resolution 2025-02-02; and

WHEREAS, upon adoption of this Resolution, a 30-day public notice for the solicitation of proposals pursuant to Section 163.380(3)(a), Florida Statutes, and Sections 122.434(a) and (b), Jacksonville Ordinance Code, will be issued.

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 has determined that in furtherance of its plan to facilitate development in the Downtown Northbank Community Redevelopment Area the Train Station Parcel should be developed for use as a University of Florida Campus in accordance with the terms outlined in Exhibit C, attached herein, unless a responsive proposal of greater value is received, and that the commitments of the University of Florida regarding development of the property constitute fair value for the land.

Section 3. The DIA instructs the Chief Executive Officer of the Downtown Investment Authority to take all action necessary to effectuate the thirty (30) day Notice of Disposition for the Train Station Parcel in accordance with its Negotiated Notice of Disposition Process and pursuant to the terms set forth in Exhibit D and consistent with Florida Statutes and the Ordinance Code.

Section 4. Proposals received, if any, will be reviewed by the DIA Chief Executive Officer, who will make a recommendation to the DIA Board regarding any responsive alternate proposals received.

Section 5. If no alternate responsive and qualified proposals are received, or if they are determined by the CEO to be lower in value or unresponsive, the DIA authorizes its CEO to finalize negotiation of a Redevelopment Agreement with University of Florida substantially in accordance with the terms set forth on Exhibit C, and including such additional dispositions as may be approved and authorized by Resolution, and file legislation seeking approval of the disposition and Redevelopment Agreement and associated documents with City Council.

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.

Section 7. This Resolution, 2025-02-03, shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

Patrick Krechowski, Esq., Chairman

Date

VOTE: In Favor: _____ Opposed: _____ Abstained: _____

Exhibit A to Resolution 2025-02-03

Train Station Parcel- a portion of RE# 074887 0000 consisting of approximately 2.13 acres:

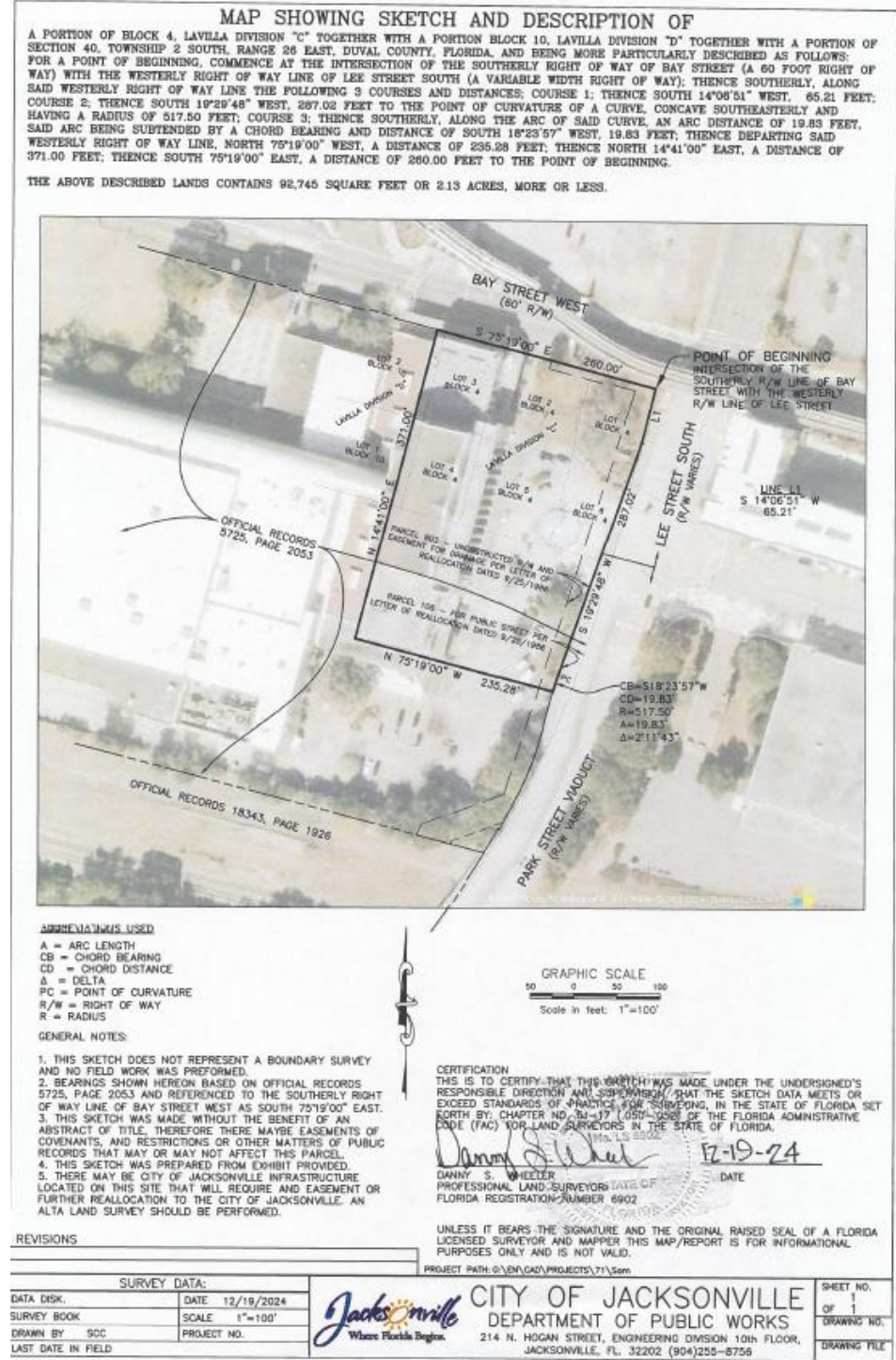
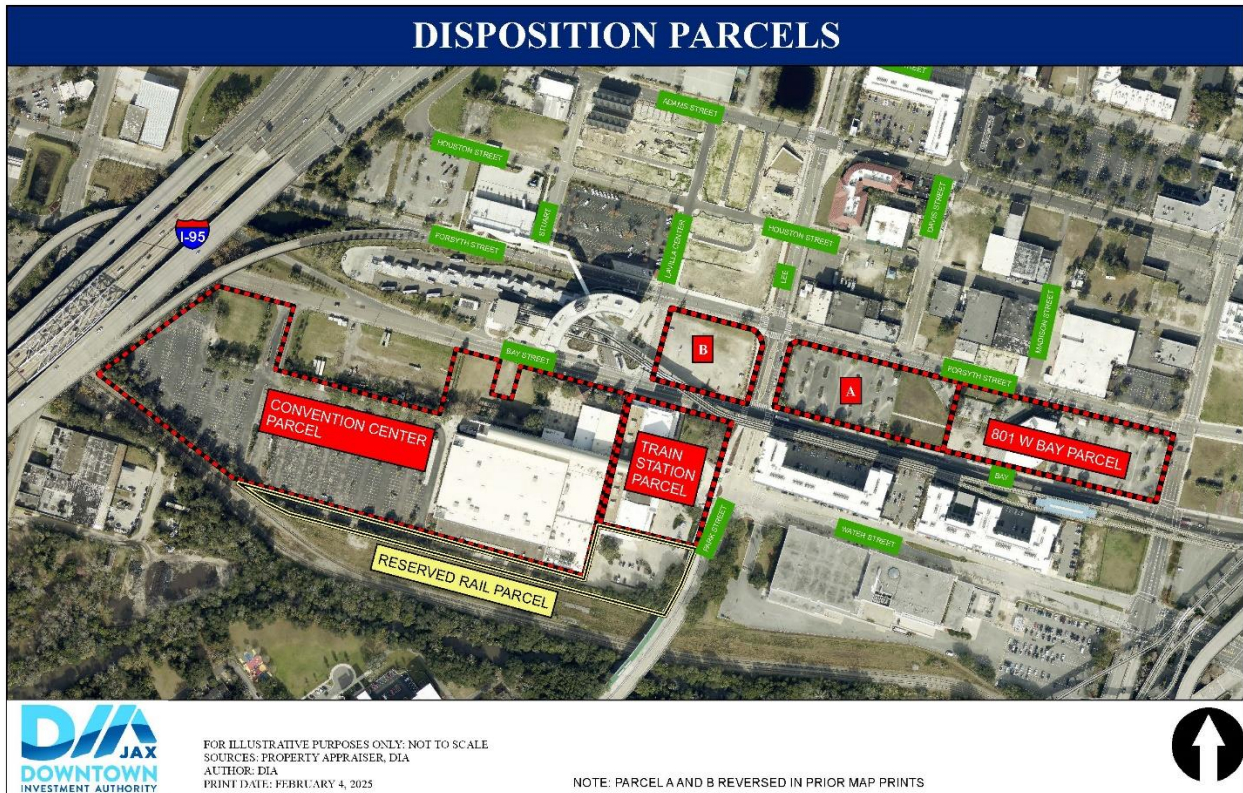


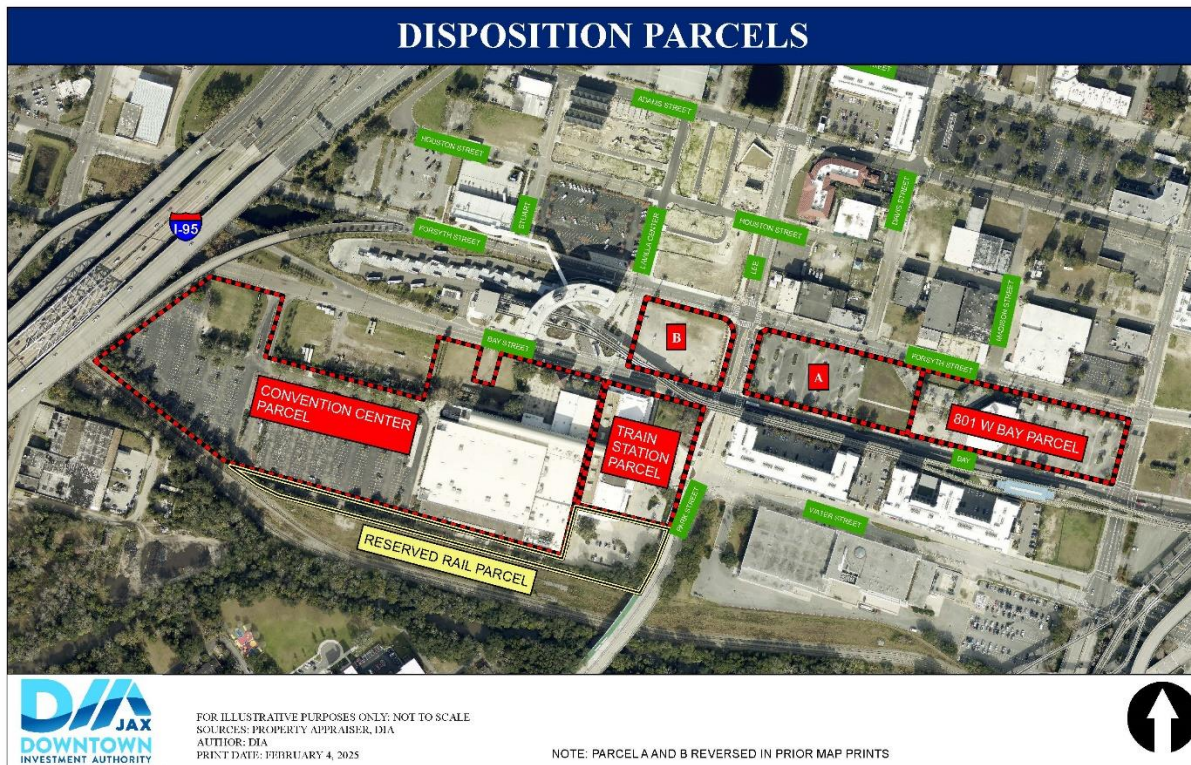
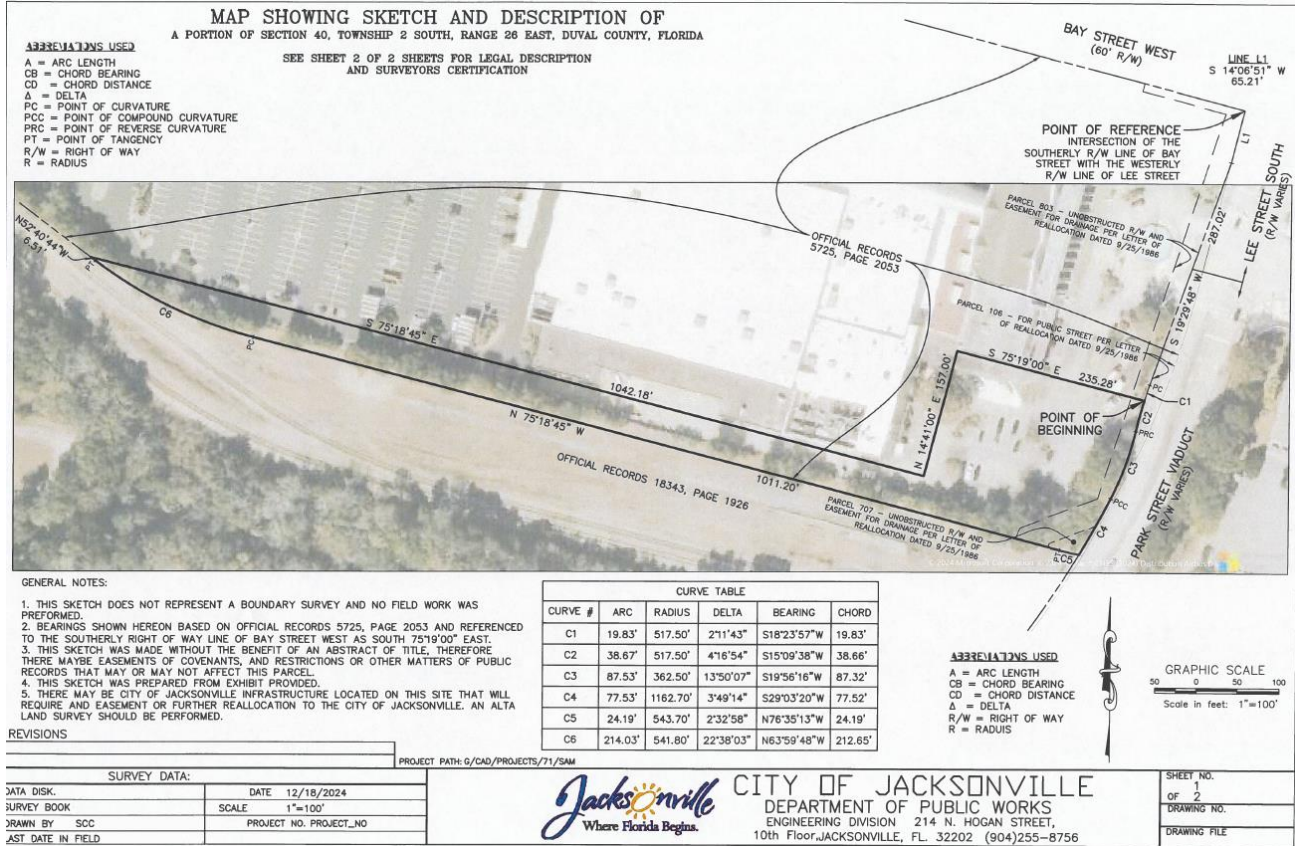
Exhibit B to Resolution 2025-02-03

Convention Center exclusion from RE# 074887 0000: Approximately 14.71 acres of City-owned property improved by a surface parking lot and convention center exhibit hall constructed in approximately 1987 as depicted below and consisting of a portion of the parcel identified by Duval County tax parcel number 074887 0000, (the “Convention Center Parcel”) located in the LaVilla District within the Downtown Northbank Community Redevelopment Area of Downtown Jacksonville.



Convention Center parcel depicted above

Railroad Expansion exclusion from RE# 074887 0000 consisting of approximately 2.04 acres:



Reserved Rail Parcel depicted above

ACTIVE:35403513.9

**Exhibit C
Term Sheet**

Resolution 2025-02-03

Developer: University of Florida

The Train Station Parcel: A 2.13 acre, plus or minus, parcel of land as depicted on the foregoing Exhibit A site plan (“the “Train Station Parcel”) to be conveyed following award of an option to acquire the Train Station Parcel pursuant to a publicly noticed disposition consistent with the closing conditions below including negotiation of a Redevelopment Agreement consistent with the terms set forth herein and approval by the Jacksonville City Council of legislation authorizing the same.

Use limitation: The Train Station Parcel shall be limited to use for a higher educational campus, including but not limited to such features as: (i) classrooms, research, laboratory, office and clinic uses, as well as residences, administration, retail, food, beverage, parking, recreation and other uses and services, all supporting the campus (“Campus Uses”) ; and (ii) passenger rail supporting uses and the deed of conveyance will include such a restriction.

Purchase Price: The consideration for the Train Station Parcel shall be the Developer’s commitment to development on the Train Station Parcel as described below and there shall be no cash purchase price paid for the land.

The Site A Project: To include the design and construction of one or more Class A-buildings on Site A identified by Duval County Tax Parcel Number 074487-0020 with a minimum of 60,000 square feet of gross square feet of occupiable space in the aggregate and with a minimum capital investment of \$80 million on Site A.

The Train Station Parcel Project: Design and construction of renovations to the Train Station Parcel, consistent with all applicable historic preservation codes and required approvals, to facilitate adaptive reuse of the Train Station Parcel, including for multiple food and beverage establishments and other retail venues that are all open to the public, and to include a train station ticket booth for future passenger rail service. With a minimum capital investment of \$5 million for such renovations. The Train Station Parcel may also include Campus Uses that do not interfere with principal public use as a food, beverage and retail destination and operations of a public-facing train station. All improvements on the Property shall comply with the Downtown Zoning Overlay, subject to any deviation or variation as may be required for the improvements, with final approval by the Downtown Development Review Board (“DDRB”), or the COJ City Council as may be required.

Option Agreement:

An Option Agreement authorizing the Developer to close and take title to the Train Station Parcel upon satisfaction of the Preconditons to Closing will be executed and provided to Developer following the approval by City Council and execution of the Redevelopment Agreement and completion of Due Diligence at the time of initial closing on other campus parcels. The Option Agreement will terminate if Developer has not satisfied the preconditions to exercise within 20 years from the Effective Date of the Option Agreement, provided that closing may occur two (2) years after the expiration of such period to accommodate required notice to the City and DIA.

Preconditions to Closing:

Developer may not exercise the option to close until five years have elapsed since the effective date of the Redevelopment Agreement and Option Agreement, and until Developer has completed construction of at least 60,000 square feet of improvements and at least \$80 million on capital investment on Site A and/or Site B in accordance with Performance Schedule therefor contained in the Redevelopment Agreement. Developer shall provide the City and DIA with a minimum two (2) years advance notice of intention to exercise the option on the Train Station Parcel to accommodate booking reservations in the current facility. Closing will occur upon a mutually agreeable date but no later than 25 months following Developer's notice of intent to exercise the option. The Redevelopment Agreement may contain certain additional conditions to closing as may be agreed upon by the parties. No closing on any parcel shall occur until the Developer has completed its due diligence and agreed to move forward without termination or the Due Diligence Period has expired.

Redevelopment Agreement:

The Redevelopment Agreement (sometimes referred to as the "RDA") will establish, *inter alia*, the essential terms of the conveyance of the Property, the Developer's rights and responsibilities with respect to design and use, the Developer's and the City's obligations with respect to construction of infrastructure improvements, if any, site remediation, improvements on the Property and other terms relevant to development of the Property including rights of reversion in favor of the DIA and the City if development activity does not occur after closing as agreed upon by the parties. The RDA will become effective upon its execution following approval by COJ, and final University of Florida Board of Trustee approval, with an outside date for execution by Developer of forty-five (45) days following the effective date of the legislation (which date shall be set forth in the legislation). While this term sheet summarizes certain of the terms and conditions that will be contained in the RDA, it is not a complete statement of all such terms and conditions. Additional terms and conditions essential to implementation of the master plan will also be included in the RDA.

Site Investigation:

The City will grant Developer early access to the Train Station Parcel to conduct inspections prior to execution of the Redevelopment Agreement. In addition, following the execution of the Redevelopment Agreement the Developer will have an additional

period, if needed, to have a cumulative total of one hundred eighty (180) calendar days from the grant of access (the "Due Diligence Period") to inspect and perform tests on the Train Station parcel and any other LaVilla parcels awarded to Developer through disposition or included in the campus master plan pursuant to a scope of work approved by Developer and the DIA to determine its suitability for the Project, and to investigate the quality and marketability of the title of the fee simple interest it will receive from the City. Upon providing written notice to the DIA, the Developer may terminate the Redevelopment Agreement and the Train Station Parcel Project any time within the Due Diligence Period without cause and without incurring any obligations under the Redevelopment Agreement. If no written termination notice is delivered by Developer to the DIA prior to the expiration of the Due Diligence Period, all remaining terms found in the Redevelopment Agreement shall be in effect.

Environmental: City will provide access to the Train Station Parcel for any required investigation but shall not be liable for environmental issues that arise by actions taken by the Developer or its agents during inspection or following conveyance of the Train Station Parcel, including liability for any damage caused by Developer or its contractors during construction.

AS IS conveyance: Except for any representations and warranties or as otherwise may be agreed upon by the parties in the Redevelopment Agreement, the City agrees to convey the Train Station Parcel in "as-is" condition and is not undertaking any obligation, financial or otherwise, to remediate the sites, clear title, or otherwise.

Form of Deed: The City will convey title by Quit Claim Deed as required by the Ordinance Code, unless waived.

Documentary Stamps: The City is precluded by law from the payment of Documentary stamp taxes. Such taxes, if any, will be paid by Developer or someone on Developer's behalf.

Survey: DIA to provide Developer with a survey map and prepared legal description for the Property on or before the RDA execution date. If Developer desires a stamped survey depicting all improvements and easements, etc. the Developer shall obtain the same at its cost and expense.

Title Commitment: DIA shall obtain and deliver to Developer a title commitment for the Property on or before the RDA execution date. Title insurance, if desired, shall be issued at closing at Developer's expense.

Appraisal: DIA shall obtain an appraisal of the Train Station Parcel at DIA's expense as required for disposition and shall make the same available to Developer on or before execution of the RDA. Notwithstanding the foregoing, the City will deed the Train Station Parcel to Developer for no monetary consideration in recognition of the other obligations of Developer set forth in the RDA.

Restriction on

Further Transfer: Property to be deed restricted against further transfer without the approval of DIA except as may be otherwise set forth in the Redevelopment Agreement (such as conveyance to university direct-support organizations (as defined in Section 1004.28, Florida Statutes), university health services support organizations (as defined in Section 1004.29, Florida Statutes), and their subsidiaries).

Reverter: The Deed will include a reverter of the Train Station Parcel in favor of the City in the event Developer fails to commence construction on the Train Station Parcel within a period of 1 year after the closing of the acquisition of the Train Station Parcel under the Option Agreement (subject to force majeure). In addition, the Property will be restricted to Campus Uses and passenger rail related uses and subject to the restrictions on transfer set forth herein.

Right of repurchase: The Redevelopment Agreement or deed shall include a mutually agreeable right of repurchase to allow the City to re-acquire the Property if there is a cessation of Campus Uses, and it becomes dilapidated as defined between the parties.

Entitlements: Mobility Credits will be provided to Developer if Developer earns the same through its design in accordance with the criteria for the Mobility Fee Credit established in the adopted BID Strategy. Stormwater Credits may be available for purchase by Developer in accordance with the ordinance governing the same once the quantity of credits required is known and subject to the availability of credits in the City or Downtown Stormwater Credit Bank. The historic Union Terminal Building is comprised of 32,336 square feet of existing government/institutional entitlements. Should the Developer exercise their option to purchase the Train Station Parcel, at or prior to commencing design of the Train Station Parcel, Developer will provide to the DIA a development plan. The development may convert existing Train Station Parcel entitlements utilizing the conversion rates in Table L-2: CBD Land Use Transportation / Trade-off Matrix in furtherance of their development plan consistent with the permitted use above and applicable historic approvals. Should additional entitlements be necessary, Developer will request and DIA will allocate the required additional entitlements, with that allocation formalized via an Allocation of Development Rights Agreement, or functional equivalent thereof.

Design: a) The Developer will design renovations to the Train Station Parcel consistent with applicable Historic Preservation requirements, for adaptive reuse with the goal of creating a vibrant retail, food and beverage hub as the focal point for the educational campus and historic LaVilla neighborhood. b) The design will comply with the Downtown Overlay Standards as enacted within the Jacksonville Municipal Code as well as the DDRB's development guidelines, except as may otherwise be approved by the DDRB and allowed by code. The design is subject to further review and approval of the Downtown Investment Authority for consistency with its BID and CRA Plan and of the DIA and COJ for consistency with associated adopted studies and plans.

- c) In collaboration with the City's Chief Resiliency Officer and the Florida Institute for Built Environment Resilience, the design may include resiliency features, including to the extent practicable the design recommendations set forth in Resilient Jacksonville published in October 2023 and its update published in October 2024.
- d) Parking and landscaping will comply with the City's standard as found in the Downtown Design Standards, except as otherwise approved through deviations or variances.

Performance
Schedule:

- a) The Redevelopment Agreement will be entered into by the Developer, DIA and the City within forty-five (45) days following City Council approval legislation authorizing the same. Due Diligence period of one hundred eighty (180) days as defined above with termination rights as found in the Redevelopment Agreement.
- b) Developer must commence design of the Train Station Parcel renovations within six (6) months of closing of the acquisition of the Train Station Parcel under the Option Agreement and proceed diligently using commercially reasonable efforts to complete applications for permitting of all renovations within 18 months of closing.
- c) Commencement of renovations to the Train Station Parcel must commence no later than six months following Developer's receipt of necessary permits and approvals for such work.
- d) Substantial Completion of the renovations of the Train Station Parcel shall be diligently pursued to completion using commercially reasonable efforts to achieve Substantial Completion no later than 2 years after commencement thereof.
- e) The foregoing deadlines will be subject to extensions of up to six (6) months granted by the DIA's Chief Executive Officer and an additional up to six (6) months by the DIA Board without additional City approval upon reasonable cause shown. In addition, extensions shall be available for 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
- f) Following entry into the Redevelopment Agreement the Developer will provide project updates to DIA every six (6) months, and the DIA reserves the right to inspect the Property with not less than 48 hours notice to Developer, and not more than once per month prior to Substantial Completion of any improvements.
- g) 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, but no party shall be bound unless and until a fully executed Redevelopment Agreement is approved and entered into.

Exhibit E to Resolution 2025-02-03
Essential Terms of Disposition Notice

1. Property Interest considered for disposition regarding an approximately 2.13 acre portion of RE# 074887 0000 (the "Train Station Parcel") :
 - a. Option Agreement to acquire fee simple title, exercisable no sooner than 5 years from execution and only following development of affiliated campus facilities with a minimum capital investment of \$80 million and consisting of at least 60,000 gross square feet. Option to expire twenty (20) years from execution of the Option Agreement if preconditions to exercise have not been satisfied, provided that closing may occur two (2) years after the expiration of such period to accommodate required notice to the City and DIA.
 - b. Upon exercise of Option, fee simple title by Quit Claim Deed, unless waived by Ordinance. Fee Simple title, in "as is" condition, subject to any representations and warranties in the Redevelopment Agreement and also subject to covenants, easements and restrictions of record.
2. The Train Station is a designated Historic Landmark and all renovations and use must comply with applicable historic preservation codes and requirements.
3. Use: The Property shall be limited to use for a higher educational campus, public retail, food and beverage, and passenger rail related uses.
4. Minimum capital investment on the Train Station Parcel of \$ 5 million.
5. The Redevelopment Agreement or deed shall include a mutually agreeable right of repurchase to allow the City to re-acquire the Property if there is a cessation of Campus Uses, and it becomes dilapidated as defined between the parties.
6. Redevelopment Agreement to be executed within forty-five (45) days following City Council approval thereof.
7. Construction must comply with applicable historic requirements and approvals as well as Downtown Zoning Overlay including approval of any deviation or variance as may be required for the improvements.
8. Deed to contain a reverter if renovation of the Train Station Parcel to include food and beverage establishments, is not commenced on the Property within 2 years after closing of the acquisition of the Train Station Parcel under the Option Agreement.
9. If conveyance is to a non-profit or tax-exempt entity, Property to be deed restricted against further transfer without the approval of DIA except to approved affiliates.
10. Developer must demonstrate successful track record of the development and operation of similar facilities.
11. Developer to demonstrate current and previous capacity and capability to raise debt and equity funds necessary for project financing.
12. Proposal must identify if Developer or proposed owner is exempt from payment of ad valorem taxes or if taxes will be paid on the proposed improvements to be constructed on the parcel.
13. Developer must commence design of renovations to facilitate the proposed adaptive reuse within six (6) months of closing on the Train Station Parcel and proceed diligently using commercially reasonable efforts to complete applications for permitting of the initial horizontal and vertical

construction within 18 months of closing on of the acquisition of the Train Station Parcel under the Option Agreement.

14. Commencement of authorized and permitted renovations on the Property must commence no later than six months following receipt of applicable permits and approvals.
15. Substantial Completion of the authorized and permitted renovations shall be no later than 2 years following Commencement of such renovations.
16. The foregoing deadlines will be subject to extensions of up to six (6) months granted by the DIA's Chief Executive Officer and an additional up to six (6) months by the DIA Board without additional City approval upon reasonable cause shown. In addition, extensions shall be available for 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.

DRAFT

TAB VIII.

RESOLUTION 2025-02-04: GATEWAY DISPOSITIONS

RESOLUTION 2025-02-04

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) INSTRUCTING ITS CHIEF EXECUTIVE OFFICER (“CEO”) TO ACQUIRE AN APPROXIMATELY 2.85 ACRE PARCEL WITH IMPROVEMENTS LOCATED AT 801 W BAY STREET IN THE LAVILLA DISTRICT OF DOWNTOWN JACKSONVILLE WITHIN THE COMBINED DOWNTOWN NORTHBANK REDEVELOPMENT AREA AS FURTHER IDENTIFIED IN EXHIBIT A TO THIS RESOLUTION (“801 W BAY STREET”) USING CURRENTLY UNDEVELOPED CRA PROPERTY AS CONSIDERATION FOR SUCH ACQUISITION, AND AUTHORIZING THE PUBLICATION OF A NOTICE OF DISPOSITION OF THE FEE SIMPLE INTEREST IN AN APPROXIMATELY 1.0 ACRE PARCEL OF CITY-OWNED REAL PROPERTY LOCATED IN THE NORTHEAST CORNER OF RIVERFRONT PLAZA AS FURTHER IDENTIFIED IN EXHIBIT B ATTACHED HERETO (“RIVERFRONT PLAZA DEVELOPMENT PAD B”) AND INCLUDING AN OPTION TO ACQUIRE THE FEE SIMPLE INTEREST IN AN APPROXIMATELY 1.7 ACRE PARCEL OF CITY-OWNED REAL PROPERTY LOCATED ON THE EAST SIDE OF THE MAIN STREET BRIDGE IMPROVED BY A SURFACE PARKING LOT AS FURTHER IDENTIFIED IN EXHIBIT C TO THIS RESOLUTION (“EAST LANDING LOT”), EXPRESSING THE INTENTION, ABSENT HIGHER RESPONSIVE OFFERS, TO DISPOSE OF THE RIVERFRONT PLAZA DEVELOPMENT PAD B PROPERTY AND THE EAST LANDING LOT PROPERTY IN ACCORDANCE WITH THE NEGOTIATED TERMS ATTACHED HERETO AS EXHIBIT D, AND ESTABLISHING THE TERMS FOR PUBLISHED NOTICE OF DISPOSITION ATTACHED HERETO AS EXHIBIT E; AND FINDING THAT THIS RESOLUTION FURTHERS THE BUSINESS INVESTMENT AND DEVELOPMENT (“BID”) PLAN, INCLUDING THE COMMUNITY REDEVELOPMENT AREA (“CRA”) PLAN; AUTHORIZING THE CEO OF THE DIA TO TAKE ALL ACTION NECESSARY TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; 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 Combined Northbank Downtown Community Redevelopment Area and authorizing it to approve and negotiate economic development agreements and dispose of City-Owned property; and

WHEREAS, DIA is the designated Community Redevelopment Agency for the Northbank CRA, for which a Business Investment and Development Plan, inclusive of a Community Redevelopment Plan, (“BID/CRA Plan”) was adopted by Ordinance 2014-560-E and updated by Ordinance 2022-372-E; and

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

Interpreting the BID/CRA Plan and approving development and redevelopment projects within Downtown;

Implementing the BID/CRA Plan, negotiating and approving downtown development and redevelopment agreements, grant agreements, license agreements, and lease agreements;

Planning and proposing Projects and Public facilities within Downtown; and

Subject to Section 122.434, Ordinance Code (Procedure for disposition of Community Development Property), hold, control, manage, lease, sell, dedicate, grant, or otherwise dispose of any of the City's Downtown assets and properties managed by the DIA, or any interest therein.

WHEREAS, City has negotiated with the University of Florida ("UF") to make a substantial investment in Downtown Jacksonville for the creation of a multi-building campus for graduate studies on multiple parcels in Downtown Jacksonville and UF has identified the LaVilla District of the Combined Downtown Northbank Redevelopment Area as the most suitable area for the new campus, and

WHEREAS, the DIA seeks to facilitate the assemblage of properties that will fulfill this important effort for the benefit of Jacksonville; and

WHEREAS, property owned by 801 Bay St LLC, a Gateway Companies LLC related entity ("Gateway") located at 801 W. Bay Street and further identified by Duval County Tax Parcel Number RE# 074487 0010 as depicted in Exhibit A, is identified as the most suitable site in the LaVilla District for UF to move quickly in establishing classrooms to hold initial class sessions as part of the overall campus development effort; and

WHEREAS, the DIA seeks to acquire the 801 W Bay Street property and pursue a negotiated disposition of the site to UF under a separate noticed disposition and redevelopment agreement, and

WHEREAS, the City owns an approximately 1.0-acre vacant site within the northeast corner of Riverfront Plaza, comprising a portion of Duval County Tax Parcel Numbers 074457 1100 and 074445 0700, hereto referred to as the "Riverfront Plaza Development Pad B," with boundaries to be determined, and identified for commercial development as depicted in Exhibit B to this Resolution; and

WHEREAS, the City owns approximately 1.7 acres of real property identified by portions of Duval County Tax Parcel Numbers RE# 074445 0000 and 074444 9000 (the "East Landing Lot") as depicted in Exhibit C to this Resolution; and

WHEREAS, the underlying parcels that comprise the East Landing Lot are encumbered by a number of building restrictions including but not limited to a fifty (50) foot setback from the bulkhead, a thirty (30) foot existing sewer line that may not be moved, a fifty (50) foot easement along the Main Street Bridge in favor of FDOT, an existing off ramp that can be removed at an estimated cost from 2020 of \$3.25 million or more, an easement in favor of the Hyatt, and stepped height restrictions from the St. Johns River; and,

WHEREAS, the 801 W Bay Street property has been targeted for acquisition to facilitate development of a higher education campus in Downtown Jacksonville putting the long vacant property to immediate use. Through the creation of a higher educational campus within Downtown, Downtown will be positioned to provide a highly trained workforce to businesses seeking to locate within Downtown and the region; and.

WHEREAS, DIA has negotiated to acquire the 801 W Bay Street property from Gateway with such conveyance conditional on Gateway being the winning bidder on the subject disposition of Riverfront Plaza Development Pad B and option to acquire the East Landing Lot Parcel (in the absence of a competing offer of greater value) for uses consistent with the terms and conditions outlined herein as Exhibit D, which would enable Gateway to pursue development plans in the City Center District in conjunction with broader development plans in the North Core District, and the LaVilla District of the Combined Downtown Northbank Redevelopment Area; and

WHEREAS, in order to determine fair market value for each property as required by City of Jacksonville Code of Ordinances §122.432, the DIA will obtain appraisals of the parcels involved in the subject acquisition, disposition, and option thereof; and

WHEREAS, pursuant to Florida Statutes Chapter 163.380(2) a disposition of a Community Redevelopment Agency must determine “fair value” which takes into account additional factors not traditionally considered as part of fair market value; and

WHEREAS, the City anticipates the fair value of the 801 W Bay Street property improved with a vacant 38,378 square foot building will exceed the fair value of the unimproved Riverfront Plaza Development Pad and East Landing Lot with various development limitations; and

WHEREAS, the negotiated terms for the City’s acquisition of the 801 W Bay Street property and disposition of the Riverfront Plaza Development Pad and the option to acquire the East Landing Lot, in accordance with DIA’s approved negotiated disposition process, is attached hereto as Exhibit D; and

WHEREAS, the terms upon which a public notice of disposition of the Riverfront Plaza Development Pad and option to acquire the East Landing Lot will be published as set forth in Exhibit E; and

WHEREAS, the DIA finds that the proposed acquisition furthers the following Redevelopment Goal and Strategic Objectives currently found in the BID/CRA Plan:

Redevelopment Goal No. 1 | Increase...job growth to reinforce Downtown as the region's epicenter for business.

Strategic Objectives:

- Improve the occupancy rates of existing Downtown commercial office buildings.
- Grow or maintain the Downtown workforce each year by adding new permanent jobs and/or retaining existing permanent jobs within Downtown.

WHEREAS, the DIA finds that the proposed disposition and redevelopment proposal furthers the following Redevelopment Goals and Strategic Objectives currently found in the BID/CRA Plan:

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

Strategic Objectives:

- Actively pursue a minimum of 8,140 built and occupied multi-family dwelling units by 2030; and strive to induce 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.
- 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.

Redevelopment Goal No. 3 | Increase and diversify the number and type of retail, food and beverage, and entertainment establishments within Downtown.

Strategic Objectives:

- Encourage growth of outdoor dining and entertainment options, most specifically within designated food and beverage districts and on the waterfront.
- Increase the number of retail, food and beverage, and entertainment establishments that are open for business weekends and other times outside of weekday business hours.
- Pursue the addition of one or more new neighborhood restaurant/entertainment venues in each District by 2025 and a second by 2030.

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

Strategic Objectives:

- 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 by incorporating adopted neighborhood brand in building features or streetscape.
- 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.
- Increase the number of daily visits to Downtown Jacksonville.

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.**Strategic Objectives:**

- Support and enforce proper cleaning, maintenance, and repair of public spaces by assuming responsibility for maintenance of public spaces.
- Promote wellness by facilitating healthy choices for food, outdoor venues for dining and gathering, and encouraging WELL-certified buildings.

Redevelopment Goal | No. 6 Improve the walkability/bike-ability of Downtown and pedestrian and bicycle connectivity between Downtown and adjacent neighborhoods and the St. Johns River.**Strategic Objectives:**

- Improve public access to and from the St. Johns River for pedestrians and bicyclists when considering adjacent private development as well as when designing public improvements. Provide access to and from the Southbank and Northbank Riverwalk at regular intervals across adjacent riverfront parcels.
- Optimize the design of downtown streets for pedestrians; require sidewalks of sufficient width to ensure an adequate pedestrian clear zone; reduce travel lane widths to reduce vehicle speed. Increase shade on sidewalks and in public spaces in accordance with design standards and plant shade trees wherever feasible and trees in excess of those required by code.
- Support the creation of wide, visible dedicated bike lanes or cycle tracks on designated streets; Install and maintain interesting and safe bicycle racks in appropriate locations throughout Downtown.
- Enforce the requirement to bring buildings forward to the existing or new sidewalk edge to create a sense of enclosure for adjacent sidewalks and streets.
- Create a compact and walkable Downtown through requiring a mixture of uses in each district so that housing, activities, retail, and other businesses are within useful walking distance, requiring buildings to have active facades at street level through a mixture of restaurants (including cafes with outdoor seating), retail, and

services, and by requiring direct doorways and access to the street. Minimize blank walls and surface parking.

Redevelopment Goal No. 7 | Capitalize on the aesthetic beauty of the St. John’s River, value its health and respect its natural force, and maximize interactive and recreational opportunities for residents and visitors to create waterfront experiences unique to Downtown Jacksonville.

Strategic Objectives:

- Ensure that the riverfront includes a variety of immersive environments, ranging from passive enjoyment of the River to active entertainment areas by balancing public and private ownership and use and requiring activation of private riverfront developments with restaurants, shops, and attractions, all linked by the Riverwalk
- Ensure the riverfront is accessible both physically and visually for residents and visitors of all ages, abilities, and incomes beyond minimum code requirements.
- Maintain guidelines and zoning criteria 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.
- Improve maintenance of all waterway access points, improve, or provide lighting and signage of access points from roadways and waterways.
- Achieve at least one new restaurant/entertainment site directly accessible by boat by 2025, and a minimum of three (3) by 2030.

WHEREAS, the proposed acquisition will facilitate the creation of higher education opportunities expected to attract top-tier students from around the world, generate interest in the development of a long underutilized historic area of Downtown Jacksonville, and draw firms into the area creating new employment opportunities; and

WHEREAS, the proposed disposition and redevelopment will return currently vacant sites to productive taxable use, as well as providing amenities and security for the adjacent park and contributing funding to its ongoing maintenance; and

WHEREAS, the development proposed on Riverfront Plaza Development Pad B adheres to the Perkins & Will plans for Riverfront Plaza and incorporates design elements supported by the public input process, and

WHEREAS, at a publicly noticed meeting held on February 13, 2025, the DIA Retail Enhancement and Property Disposition Committee (“REPD”) recommended that the DIA Board adopt Resolution 2025-02-04; and

WHEREAS, upon adoption of this Resolution, a 30-day notice for the solicitation of proposals pursuant to Section 163.380(3)(a), Florida Statutes, and Sections 122.434(a) and (b), Jacksonville Ordinance Code, will be issued; and

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 instructs the Chief Executive Officer of the Downtown Investment Authority to take all necessary actions necessary to effectuate the thirty (30) day Notice of Disposition for the Riverfront Plaza Development Pad B property including an option on the East Landing Lot property in accordance with its Negotiated Notice of Disposition Process and pursuant to the terms set forth in Exhibit C and consistent with Florida Statutes and the Ordinance Code.

Section 3. Proposals received, if any, will be reviewed by the DIA Chief Executive Officer, who will make a recommendation to the DIA Board regarding any responsive alternate proposals received.

Section 4. If no alternate responsive and qualified proposals are received, or if they are determined by the CEO to be lower in value or unresponsive, the DIA authorizes its CEO to finalize negotiation of a Redevelopment Agreement with Gateway substantially in accordance with the terms set forth on Exhibit D, and file legislation seeking approval of the acquisition, disposition and Redevelopment Agreement and associated documents with City Council.

Section 5. The DIA Board hereby authorizes the CEO of the Downtown Investment Authority to take all action necessary to effectuate the purposes of this Resolution.

Section 6. This Resolution, 2025-02-04, shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

Patrick Krechowski, Esq., Chairman

Date

VOTE: In Favor: ____ Opposed: ____ Abstained: ____

Exhibit A to Resolution 2025-02-04

THE “801 W BAY STREET” PROPERTY

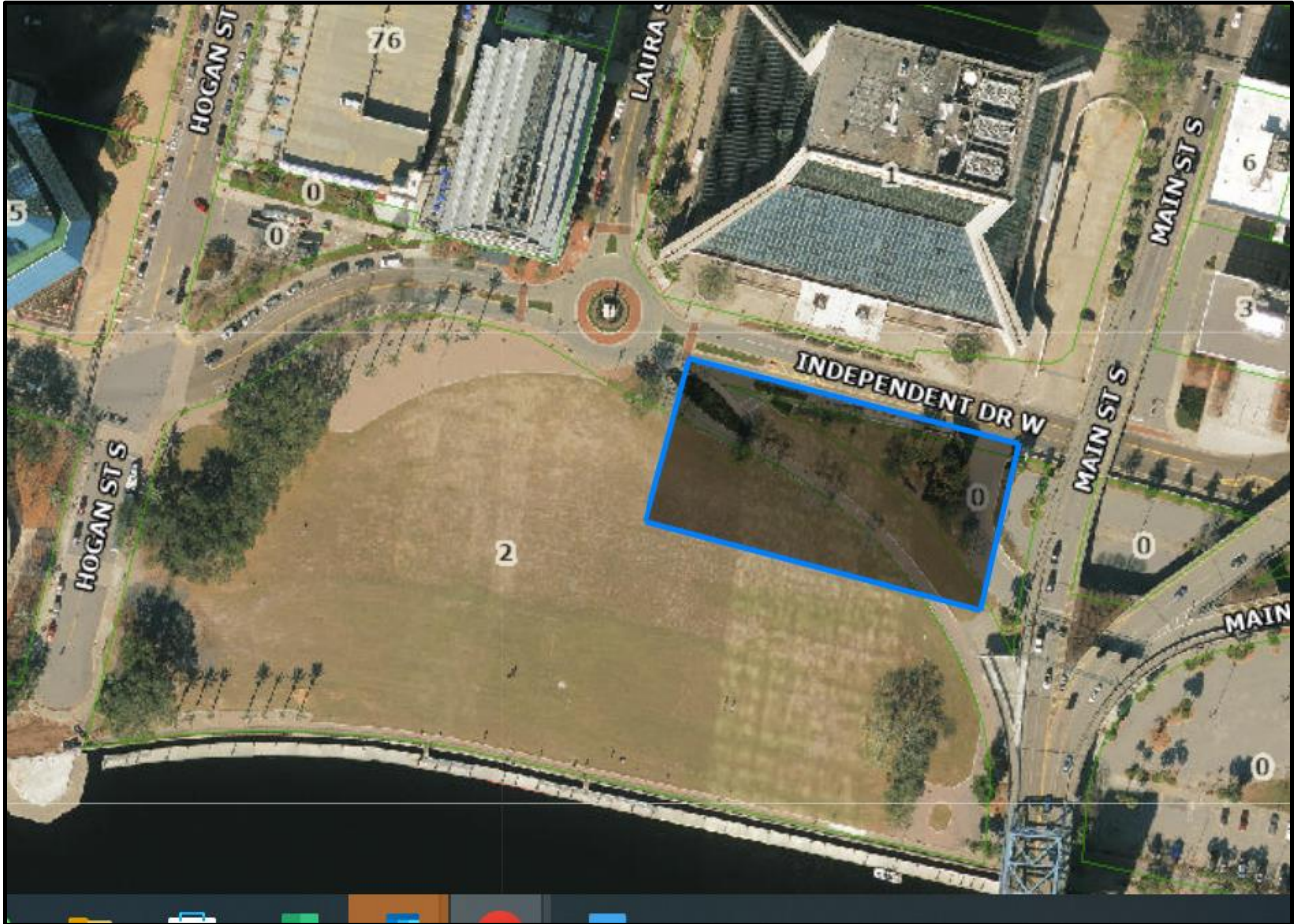


An approximately 2.85-acre parcel of land located at 801 W Bay Street in the LaVilla district of Downtown Jacksonville within the Combined Downtown Northbank Redevelopment Area, as further identified by Duval County Tax Parcel Number RE# 074487 0010, improved with a two-story building of approximately 38,378 square feet and a surface parking lot.

Exhibit B to Resolution 2025-02-04

“RIVERFRONT PLAZA DEVELOPMENT PAD B”

(Dimensions shown are approximate until finalized by survey.)



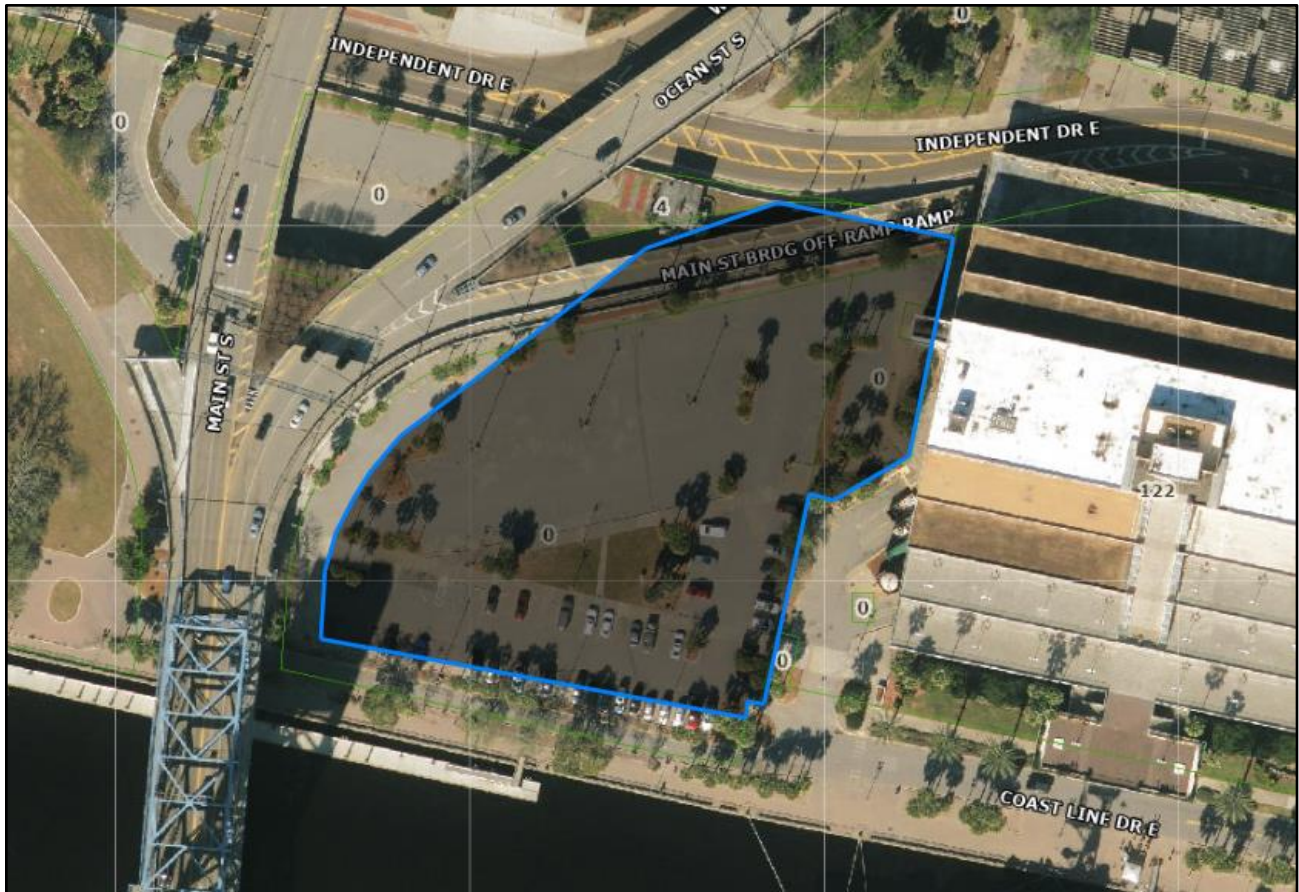
An approximately 1.0-acre site of City owned property located in the northeast corner Riverfront Plaza in the City Center District of Downtown Jacksonville within the Combined Downtown Northbank Redevelopment Area including portions of parcels identified by Duval County Property Appraiser RE #s 074457-1100 and 074445-0700, with approximately 270 feet of frontage along Independent Drive which starts at the northeastern most corner after accounting for the 30 foot setback from the Main Street Bridge and approximately 184 feet of depth into the park where the western and southern edges of the parcel abut Phase II Riverfront Plaza Park development. The 30-foot setback from the edge of the western side of the Main Street Bridge will be subject to a permanent easement with FDOT.

Air rights above bike/ped path along the southern boundary of the parcel and immediately adjacent to the eastern boundary not to exceed eighty feet in width by twenty-five feet depth over the park with minimum clearance of eighteen feet above the bike/ped path.

Exhibit C to Resolution 2025-02-04

“EAST LANDING LOT”

(Dimensions shown are approximate and will be finalized by survey.)



An approximately 1.7-acre site of City owned property located east of the Main Street Bridge off-ramp on the north side of the St. John’s River in the City Center District of Downtown Jacksonville within the Combined Downtown Northbank Redevelopment Area. The site includes portions of parcels identified by RE#s 074445 0000 and 074444 9000 along with the area found underneath the off ramp to Independent Drive E, should the winning bidder choose to remove that ramp at its own expense, with DIA assistance limited only to assistance in communication and negotiation with FDOT. Portions of adjacent City owned parcels identified by RE#s 074445 0600 and 074445 0500 and limited rights of use to adjacent City owned areas to also be made available to winning proposer via easement or use agreement subject to existing easements and use by FDOT, JEA, JTA, and any others. The 2,614 square-foot-City owned parcel with RE# 074444 9020 adjacent to the southeast corner of the larger parcel may also be included in the disposition, subject to negotiation with the winning bidder.

There will be a minimum 50-foot setback from the eastern edge of the Main Street Bridge and the off ramp after the split, which will be retained by the City both of which are subject to a permanent easement with FDOT and not subject to conveyance but may be further negotiated for limited use through easement or other use agreement.

Note: The parcel identified with RE#s 074445 0000 terminates at the bulkhead adjacent to the St. John's River. The City will retain the first 50 feet of the property in the area along the full width of the parcel running east to west.

DRAFT

Exhibit D to Resolution 2025-02-04

**TERM SHEET FOR THE ACQUISITION OF PROPERTY LOCATED
AT 801 W BAY STREET AND DISPOSITION OF
RIVERFRONT PLAZA DEVELOPMENT PARCEL B
AND OPTION TO ACQUIRE EAST LANDING LOT**

Developer: Gateway Companies, LLC (“Gateway” or “Developer”), or affiliated entity controlled by the Gateway, to convey the 801 W Bay Property to the City for further conveyance to UF.

801 W BAY STREET

Property: Property identified by Duval County Tax Parcel Number RE# 074487 0010 consisting of approximately 2.85 acres of land and an approximately 38,000 square foot office building, (“801 W Bay Street”).

The 801 W Bay Street property is depicted in Exhibit A to Resolution 2025-02-04 and is subject to a final survey.

Acquisition Consideration: City to acquire fee simple title to the 801 W Bay Street property and, in consideration, City will provide City owned vacant land of approximately equal value to Gateway. City owned property identified includes fee simple title to Riverfront Plaza Development Pad B via quit claim deed subject to the additional terms and conditions found herein for the development of that site, together with an exclusive option for Gateway to acquire of the East Landing Lot in its sole discretion, also subject to the terms and conditions relating to that site as found herein.

Terms for the Acquisition and Development of 801 W Bay Street:

1. Conveyance of the 801 W Bay Street property to City is subject to Gateway being the winning bidder on disposition and option on City owned property, detailed herein, unless alternative consideration from City is accepted by Gateway in its sole discretion.
2. Conveyance of the 801 W Bay Street property from Gateway to the City and conveyance of the Riverfront Plaza Development Pad B from the City to Gateway and execution of the Option Agreement for the East Landing Lot by Gateway (allowing for exercising the option at a later date) to occur simultaneously.
3. Gateway to provide City with an access agreement within 10 days of DIA approval of this Resolution to conduct due diligence on the 801 W Bay Street property as a condition

of pursuing this land swap transaction. Due diligence to be completed to City's satisfaction within (200) days of receiving access.

4. Gateway to pay all doc stamps and other closing costs as required by law.
5. Gateway will not undertake any modification or improvement to the 801 W Bay Street property but will convey the site to the City "as is."

Use of 801 W Bay Street
Property:

The City shall have the right to make any legal use of the 801 W Bay Street property including further conveyance at City's discretion.

RIVERFRONT PLAZA DEVELOPMENT PAD B

Property:

Approximately 1.0 acres of City owned property located in the City Center District of Downtown Jacksonville within the Combined Downtown Northbank Redevelopment Area in the northeast corner of Riverfront Plaza with approximately 270 feet of frontage on Independent Drive which starts at the northeastern-most corner after accounting for the 30 foot setback from the Main Street Bridge and approximately 184 feet of depth from Independent Drive toward the River where the western and southern edges of the parcel abut Phase II Riverfront Plaza Park development. The 30-foot setback from the edge of the western side of the Main Street Bridge will be subject to a permanent easement with FDOT ("Riverfront Development Pad B"). The site is further identified as including parts of Duval County Tax Parcel Numbers RE #: 074457-1100 and 074445-0700.

Air rights above bike/ped path along the southern boundary of the parcel and immediately adjacent to the eastern boundary not to exceed eighty feet in width by twenty-five feet depth over the park with minimum clearance of eighteen feet above the bike/ped path.

There will be a 30' setback from the edge of the western side of the Main Street Bridge that will not be subject to conveyance.

The Riverfront Plaza Development Pad B property (as identified in the site plans for Riverfront Plaza prepared by Perkins & Will) is depicted in Exhibit B to Resolution 2025-02-04 and is subject to a final survey.

Purchase Price:

Gateway to take fee simple title to Riverfront Plaza Development Pad B via quit claim deed, together with an exclusive option for Gateway to acquire fee simple interest in the East Landing Lot in its sole discretion, and in consideration will provide City with fee simple

Terms for the Acquisition and Development of Riverfront Plaza Development Pad B:

title to the 801 W Bay Street property, all subject to the additional terms and conditions found herein, or as may be further negotiated and detailed in the RDA, for the development of each site.

DIA to provide Gateway with an access agreement to conduct due diligence on Riverfront Plaza Development Pad B within ten days of approval of this Resolution by the DIA Board as a condition of pursuing this land swap transaction. Due diligence to be completed to Gateway's satisfaction within (200) days of receiving access.

Upon acquisition, Gateway shall agree to design and develop the subject property (the "Riverfront Plaza Development Project") to include the following (all dimensions and counts are approximate unless stated otherwise):

1. Minimum 130, Maximum 170 key, 4+ star or luxury boutique hotel as further defined in the RDA.
2. Minimum 50, Maximum 150 residential units which may be rental, condominium, or transient rental at Gateway's discretion.
3. Air rights above bike/ped path along the southern boundary of the parcel and immediately adjacent to the eastern boundary not to exceed eighty feet in width by twenty-five feet depth over the park with minimum clearance of eighteen feet above the bike/ped path.
4. Minimum 5,000 SF "Sky View Terrace" located above the garage facing the park and open to the public.
5. Minimum of two full-service restaurants providing a minimum of 7,500 SF adjacent to the Sky View Terrace, although minimum square footage may be broken down into more than two restaurants.
6. Building area for leasable and occupiable spaces may be no taller than 17 floors above a podium for parking garage which has a maximum height of two floors above grade at Independent drive, building height not to exceed 240 feet which does not include screening of mechanical apparatus or antennas attached to the roof.
7. Maximum building width of 80 feet perpendicular to the river in the tower adjacent to Main Street bridge.
8. Maximum building height of building parallel to Independent Drive not to exceed seven floors above the podium.
9. Gateway to impose a room surcharge on all hotel rooms and transient rentals and remit the same to the City to be used exclusively for maintenance and programming of Riverfront Plaza.
10. Gateway to integrate access through its podium to the City-owned beer garden to be located in phase II of Riverfront

Plaza for back-of-house operations.

11. Activated frontage on Independent Drive of not less than 66% which may include visibility to hotel lobby, retail, bar/lounge/restaurant, or similar uses, which may be set back from Independent Drive by the circular hotel drop off area.
12. Design to minimize exclusive, non-public spaces facing Riverfront Plaza at lower levels.
13. Incentives and requirements for minimum capital expenditures and related terms to be negotiated at a later date.
14. Building location and massing to be materially consistent with Figure 1 below:

Figure 1: Building Location and Massing



Limitation on Use of the Riverfront Plaza Development Pad B:

Residential, hotel, food and beverage, retail and ancillary uses are permitted. The Riverfront Plaza Development Pad B will be deed restricted to prevent use that would be exempt from payment of property taxes, except with respect to any publicly dedicated and accepted park or recreation areas. Other mutually agreed upon uses will be excluded including but not limited to select service hotels, commercial self-storage units, gas stations, and commercial car washes with such limitations also recorded in the deed.

Performance Schedule:

- a. The Redevelopment Agreement will be entered into by Gateway and the City within 30 days following the effective date of the legislation authorizing the City's entry.

- b. Closing: Upon a mutually agreeable date within 30 days following the end of the Due Diligence Period but no later than December 20, 2025.
- c. Design of The Riverfront Plaza Development Project must commence within three (3) months of the closing.
- d. Within 6 months of closing, Developer will submit applications to DDRB for conceptual approval and apply to DIA for incentive approvals.
- e. Within 15 months of the later of conceptual approval by DDRB or City Council approval of legislation relating to incentives, Developer to commence horizontal or below grade construction.
- f. Construction shall proceed diligently without stoppage until substantial completion of the project.
- g. Substantial Completion no later than 3 years after construction commencement.
- h. The foregoing deadlines will be subject to extensions of up to six (6) months granted by the DIA's Chief Executive Officer and an additional up to six (6) months by the DIA Board without additional City approval upon reasonable cause shown. In addition, extensions shall be available for force majeure. Such extension of the Commencement Date shall also apply to the date of Substantial Completion so that a single extension provided to Commencement will apply to Substantial Completion.

EAST LANDING LOT

Property:

An approximately 1.7-acre site of City owned property located east of the Main Street Bridge off-ramp on the north side of the St. John's River in the City Center District of Downtown Jacksonville within the Combined Downtown Northbank Redevelopment Area.

The site includes portions of parcels identified by RE#s 074445 0000 and 074444 9000 along with the area found underneath the off ramp to Independent Drive E, should Gateway choose to remove that ramp at its own expense, with DIA assistance limited only to assistance in communication and negotiation with FDOT. Limited right of use to portions of adjacent City owned parcels identified by RE#s 074445 0600 and 074445 0500 and adjacent City owned areas to also be made available to winning bidder via easement or use agreement subject to existing easements and use by FDOT, JEA, JTA, the Hyatt Hotel and any others. The 2,614 square-foot City owned parcel with RE# 074444 9020 adjacent to the southeast corner of the larger parcel may also be included in the disposition, subject to negotiation.

If Developer chooses to not remove the off ramp to Independent Drive E, the parcel size of the East Landing Lot will reduce accordingly, including by the required 50-foot set back from the ramp required by FDOT. The decision to remove or not remove the ramp must be made prior to exercising the option to acquire the East Landing Lot.

The site is depicted in Exhibit C to Resolution 2025-02-04 and is subject to a final survey (“East Landing Lot”).

Purchase Price:

Gateway to receive an exclusive option to acquire the East Landing Lot in its sole discretion, in addition to fee simple title to Riverfront Plaza Development Pad B via quit claim deed, and in consideration will provide City with fee simple title to the 801 W Bay Street property, all subject to the additional terms and conditions found herein for the development of each site.

Option Terms for the Acquisition and Development of Option to Acquire East Landing Lot:

In addition to fee simple conveyance of Riverfront Plaza Development Pad B to Gateway, City will also provide Gateway with an exclusive option to acquire fee simple title to the East Landing Lot at its sole discretion for no additional consideration (other than the conveyance of 801 W Bay). The Option Agreement will be executed and provided to Developer upon closing on Riverfront Plaza Parcel B. The Option Agreement will terminate if Gateway has not satisfied the preconditions to exercise within five (5) years from the Effective Date of the Option Agreement.

The Option Agreement will include the following terms:

1. To be eligible to exercise the terms of the Option Agreement, Gateway shall have documented commencement of vertical construction on the Riverfront Plaza Development Pad B Improvements to the satisfaction of the DIA in its sole discretion.
2. Development plans to include a minimum 75,000 square foot mixed-use building, with not less than one 4,000 square foot restaurant facing the St. John’s River, although minimum square footage may be broken down into more than one restaurant, and minimum 75 parking spaces open to the public.
3. Total minimum capital expenditures of not less than \$25,000,000 including architectural and engineering, site work, and hard costs of construction and also including cost to remove the down ramp to Independent Drive E if so chosen.
4. Upon election by Gateway, following satisfaction of initial

conditions to exercise the option, City will convey fee-simple interest in the property by quit claim deed with no further consideration required, although Gateway to be responsible for paying all doc stamps and other closing costs as required by law.

5. Gateway to commence horizontal improvements within one year from the exercise of the Option Agreement and continue to completion with no impermissible delay.
6. Development of the East Landing Lot must take into consideration, at minimum, a fifty-foot setback requirement of the City from the bulkhead which land is retained by the City for Riverwalk purposes, fifty foot set-back from the eastern edge of the Main Street Bridge and down ramps, which setback area is retained by the City and 30-foot utility easement that bisects the property, and other easements or use agreements as may be in place.
7. Approval, permitting, and removal of the off ramp from the Main Street Bridge to Independent Drive East to be undertaken at developer's sole cost and expense, if Developer elects to proceed with such removal. Otherwise, the parcel to be conveyed to Developer will be reduced and the City will retain ownership of the land under and within the required setback from such ramp.
8. Other terms and conditions of conveyance, including any incentives and related terms, to be negotiated at a later date.

Use of the East Landing Lot:

Any use consistent with the adopted BID and CRA Plan for Downtown and the Downtown Overlay is permitted other than mutually agreed upon uses including but not limited to select service hotels, commercial self-storage units, gas stations, and commercial car washes with such limitations also recorded in the deed. The East Landing Lot property will also be deed restricted to prevent use that would be exempt from payment of property taxes, except with respect to any publicly dedicated and accepted park or recreation areas.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO ALL PROPERTIES

Redevelopment Agreement:

The Redevelopment Agreement ("RDA") will establish, *inter alia*, the essential terms of the conveyance of the Riverfront Plaza Development Pad B property and the option for Gateway to acquire the East Landing Lot property with the rights and obligations of the parties thereto, and other terms relevant to the City acquisition of the 801 W Bay Street property.

The RDA will become effective upon its execution following approval by City Council with an outside date for execution by Gateway of thirty (30) days following the effective date of the legislation (which date shall be set forth in the legislation). Its terms will govern the period prior to closing on the property swap as well as other rights and responsibilities of the parties throughout the term of the RDA.

Site Investigation:

Prior the execution of the Redevelopment Agreement, each party will provide access agreements that provide the counterparty with the right to conduct due diligence on site of the relevant properties for a period of (200) calendar days (“Due Diligence Period”) to inspect and perform tests to determine their suitability for their intended use, and to investigate the quality and marketability of the title. Upon notice to the counterparty thereto, either Gateway or the City/DIA may terminate the Redevelopment Agreement any time within the Due Diligence Period if the property it will receive is unsuitable for its intended use or title is unmarketable without incurring any obligations under the Redevelopment Agreement. Such cancellation shall apply to the conveyance of all parcels relevant to the RDA.

Environmental Due Diligence:

Each party shall provide the other with temporary access agreements to conduct such site and environmental investigations or testing it may elect to perform on the parcels to be received. Such agreements shall contain standard insurance, indemnity, and restoration provisions. Following closing, each party shall be responsible for any remediation required on the property acquired.

Conveyance “AS IS”:

Except for any representations and warranties or as otherwise may be agreed upon by the parties in the Redevelopment Agreement, the City agrees to convey The Riverfront Plaza Development Pad B property and the East Landing Lot parcel in “as-is” condition and is not undertaking any obligation, financial or otherwise, to remediate the sites, clear title, or otherwise improve any parcel.

Form of Deed:

The City will convey title by Quit Claim Deed as required by the Ordinance Code, unless waived.

Documentary Stamps:

The City is precluded by law from the payment of Documentary stamp taxes. Such taxes, if any, will be paid by Gateway or other representatives of the counterparty.

Survey:

Each party to provide the counterparty with a survey map and prepared legal description for their respective parcel(s) on or before the RDA execution date. If either party desires a stamped survey

depicting all improvements and easements, etc. such party shall obtain the same at its cost and expense.

Title Commitment: Each party shall obtain and deliver to the counterparty a title commitment for their respective parcels on or before the RDA execution date. Title insurance, if desired, shall be issued at closing at the insured party's expense.

Appraisal: DIA shall obtain appraisals of the 801 West Bay property, Riverfront Plaza Development Pad B property, and the East Landing Lot property, as required for acquisition and disposition at DIA's expense and shall make the same available to Gateway on or before execution of the RDA.

Restriction on Further Transfer: Riverfront Plaza Development Pad B property, and the East Landing Lot property, to be deed restricted until completion of vertical construction against further transfer other than to affiliates, joint venture partners, and lenders without the approval of DIA except as may be otherwise set forth in the Redevelopment Agreement.

Right of Repurchase and Reverter: The Deed on the Riverfront Plaza Development Pad B property will include a right of repurchase in favor of the City at a mutually agreed upon price to be documented in the RDA in the event Gateway fails to commence horizontal construction for its intended use as set forth herein within a period of forty-two (42) months after the closing (subject to approved extensions and force majeure). In addition, the Riverfront Plaza Development Pad B property will be restricted to the uses and subject to the restrictions on transfer set forth herein.

Following the exercise of its option and closing on the East Landing Lot property, the deed will include right of repurchase in favor of the City at a mutually agreed upon price to be documented in the RDA in the event Gateway fails to commence horizontal improvements within a period not to exceed two (2) years following closing on acquisition of the property (subject to approved extensions and force majeure). In addition, the East Landing Lot property will be restricted to the uses and subject to the restrictions on transfer set forth herein.

Entitlements: No entitlements shall be assigned or provided to Gateway as part of this agreement for either the Riverfront Plaza Development Pad B or the East Landing Lot property. Requests for new Stormwater credits, and Mobility Fee credits, for any development proposed on Riverfront Plaza Development Pad B or the East Landing Lot property will be processed in accordance with the applicable

Ordinance Code and BID plan requirements and criteria, including applicable fees.

Design:

All development proposed on the Riverfront Plaza Development Pad B, or the East Landing Lot shall comply with the adopted BID and CRA Plan, the Downtown Zoning Overlay, applicable design standards and other City codes and shall obtain DDRB approval.

Permits:

Each party shall be responsible for all permits required for any work contemplated by the Redevelopment Agreement.

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Exhibit E to Resolution 2025-02-04

TERM SHEET FOR THE PUBLIC NOTICED DISPOSITION OF RIVERFRONT PLAZA DEVELOPMENT PARCEL B AND OPTION TO ACQUIRE EAST LANDING LOT

Essential Terms of Disposition Notice

1. Property interest considered for disposition by Quit Claim Deed: Fee Simple title, in “as is” condition, subject to any representations and warranties in the Redevelopment Agreement and also subject to covenants, easements and restrictions of record, to:
 - a. Approximately 1.0 acres of City owned property located in the City Center District of Downtown Jacksonville within the Combined Downtown Northbank Redevelopment Area in the northeast corner of Riverfront Plaza with approximately 270 feet of frontage on Independent Drive which starts at the northeastern-most corner after accounting for the 30 foot setback from the Main Street Bridge and approximately 184 feet of depth from Independent Drive toward the River where the western and southern edges of the parcel abut Phase II Riverfront Plaza Park development (“Riverfront Development Pad B”). The site is further identified as including parts of Duval County Tax Parcel Numbers RE #: 074457-1100 and 074445-0700., and
 - b. Air rights above bike/ped path along the southern boundary of the parcel and immediately adjacent to the eastern boundary not to exceed eighty feet in width by twenty-five feet depth over the park with minimum clearance of eighteen feet above the bike/ped path as depicted in the Perkins & Will design available in the DIA office.
2. Property interest considered for disposition by Quit Claim Deed upon exercise of an Option Agreement:

Option to acquire Fee Simple title, in “as is” condition, subject to any representations and warranties in the Redevelopment Agreement and also subject to covenants, easements and restrictions of record, to an approximately 1.7-acre site of City owned property located east of the Main Street Bridge off-ramp on the north side of the St. John’s River in the City Center District of Downtown Jacksonville within the Combined Downtown Northbank Redevelopment Area.

 - a. The site includes portions of parcels identified by RE#s 074445 0000 and 074444 9000 along with the area found underneath the off ramp to Independent Drive E, should bidder choose to remove that ramp at its own expense. Limited right of use to portions of adjacent City owned parcels identified by RE#s 074445 0600 and 074445 0500 and adjacent City owned areas to also be made available to winning bidder via easement or use agreement subject to existing easements and use by FDOT, JEA, JTA, the Hyatt Hotel and any others. The 2,614 square-foot City owned parcel with RE# 074444 9020 adjacent to the southeast corner of the larger parcel may also be included in the disposition, subject to negotiation.
 - b. If bidder chooses at the time of exercise of the option to not remove the off ramp to Independent Drive E, the parcel size of the East Landing Lot will reduce accordingly, including by the required 50-foot set back from the ramp required by FDOT. The decision to remove or not remove the ramp must be made prior to exercising the option to acquire the East Landing Lot.

- c. The site is depicted in Exhibit C to Resolution 2025-02-04 and is subject to a final survey (“East Landing Lot”).
3. Terms for Development:
 - a. Riverfront Plaza Development Pad B: One maximum seventeen (17) story over two story podium, up to 240 feet tall, class A building consisting of no fewer than 130 and no more than 170 4+ star or luxury boutique hotel keys, at least 50 but no more than 150 residential units, at least 5,000 SF terrace located above the garage facing the park and open to the public, no fewer than two restaurants, adjacent to the public terrace, open to the public, totaling in the aggregate 7,500 SF or more. Maximum building width of 80 feet perpendicular to the river in the tower which shall be parallel and adjacent to the Main Street bridge on the site. Maximum building height of building parallel to Independent Drive not to exceed seven floors above the podium.
 - b. East Landing Lot: To be eligible to exercise the terms of the Option Agreement, bidder shall have documented commencement of vertical construction on the Riverfront Plaza Development Pad B Improvements to the satisfaction of the DIA in its sole discretion. Development plans for East Landing Lot to include a minimum 75,000 square foot mixed-use building, with not less than one restaurant totaling in the aggregate 4,000 square feet facing the St. John’s River and minimum 75 parking spaces open to the public. Total minimum capital expenditures of not less than \$25,000,000 including architectural and engineering, site work, and hard costs of construction and also including cost to remove the down ramp to Independent Drive, E if so chosen.
 4. Restriction on Use:
 - a. Riverfront Plaza Development Pad B: Residential, hotel, food and beverage, retail and ancillary uses are permitted. The Riverfront Plaza Development Pad B will be deed restricted to prevent use that would be exempt from payment of property taxes, except with respect to any publicly dedicated and accepted park or recreation areas. Other mutually agreed upon uses will be excluded including but not limited to select service hotels, commercial self-storage units, gas stations, and commercial car washes with such limitations also recorded in the deed.
 - b. East Landing Lot: Any use consistent with the adopted BID and CRA Plan for Downtown and the Downtown Overlay is permitted other than mutually agreed upon uses including but not limited to select service hotels, commercial self-storage units, gas stations, and commercial car washes with such limitations also recorded in the deed. The East Landing Lot property will also be deed restricted to prevent use that would be exempt from payment of property taxes, except with respect to any publicly dedicated and accepted park or recreation areas. .
 5. Developer must convey to City an existing, habitable office space of at least 36,000 square feet and with at least 1.25 acres of land capable of further/additional development in the Southern portion of the LaVilla District near the Convention Center or in the alternative provide cash consideration to City sufficient to acquire the 801 West Bay parcel.
 6. Proposal must include purchase price offered, if any, in addition to the required land parcels.
 7. Bidder must demonstrate successful track record of the development and operation of similar facilities.
 8. Bidder to demonstrate current and previous capacity and capability to raise debt and equity funds necessary for project financing.
 9. Closing and conveyance of swap parcels must occur no later than December 20, 2025.

10. Performance Timeline Commitments:

- a. Riverfront Plaza Development Pad B: Within 6 months of closing, Developer will submit applications to DDRB for conceptual approval and apply to DIA for incentive approvals, if desired. Within 15 months of the later of conceptual approval and City Council approval of any legislation relating to incentives, Developer to commence horizontal or below grade construction. Construction shall proceed diligently without stoppage until substantial completion of the project, Substantial Completion no later than 3 years after commencement.
 - b. East Landing Lot: Bidder to commence horizontal improvements within one year from the exercise of the Option Agreement and continue to completion with no impermissible delay.
11. Right of repurchase in favor of the City if horizontal construction not started within 42 months from closing on Riverfront Plaza Development Pad B and if not started within two years of closing on the East Landing Lot.
12. Clear marketable title to the swap parcel(s) must be provided to the City.

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TAB IX.

RESOLUTION 2025-02-05: 801 WEST BAY DISPOSITION

RESOLUTION 2025-02-05

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) INSTRUCTING ITS CHIEF EXECUTIVE OFFICER (“CEO”) TO ISSUE A 30-DAY NOTICE OF DISPOSITION IN ACCORDANCE WITH FLORIDA STATUTES AND THE NEGOTIATED DISPOSITION POLICY APPROVED BY ORDINANCE 2022-372-E; AUTHORIZING THE PUBLICATION OF A NOTICE OF DISPOSITION FOR THE FEE SIMPLE DISPOSITION OF APPROXIMATELY 2.85 ACRES CURRENTLY OWNED BY 801 BAY ST LLC AND IMPROVED WITH A SURFACE PARKING LOT AND APPROXIMATELY 39,000 SQUARE FOOT OFFICE BUILDING AND IDENTIFIED BY DUVAL COUNTY TAX PARCEL NUMBER 074487 0010 AND DEPICTED ON EXHIBIT A (THE “801 W BAY PARCEL”), WHICH PROPERTY IS PROPOSED TO BE CONVEYED TO THE CITY FOR REDEVELOPEMENT PURPOSES PURSUANT TO RESOLUTION 2025-02-04 AND WOULD UPON CONVEYANCE BECOME PROPERTY OF THE NORTHBANK COMMUNITY REDEVELOPMENT AGENCY; EXPRESSING THE INTENTION, ABSENT HIGHER RESPONSIVE OFFERS, TO DISPOSE OF THE 801 W BAY PARCEL IN ACCORDANCE WITH THE NEGOTIATED TERMS ATTACHED HERETO AS EXHIBIT B, AND ESTABLISHING THE TERMS OF THE PUBLISHED NOTICE OF DISPOSITION ATTACHED HERETO AS EXHIBIT C; AND FINDING THAT THIS RESOLUTION FURTHERS THE BUSINESS INVESTMENT AND DEVELOPMENT (“BID”) PLAN, INCLUDING THE COMMUNITY REDEVELOPMENT AREA PLAN; AUTHORIZING THE CEO OF THE DIA TO TAKE ALL ACTION NECESSARY TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; 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 Combined Northbank Downtown Community Redevelopment Area and authorizing it to approve and negotiate economic development agreements and dispose of City-owned property; and

WHEREAS, DIA is the designated Community Redevelopment Agency for the Northbank CRA, for which a Business Investment and Development Plan, inclusive of a Community Redevelopment Plan, (“BID/CRA Plan”) was adopted by Ordinance 2014-560-E and updated by Ordinance 2022-372-E; and

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

Interpreting the BID/CRA Plan and approving development and redevelopment projects within Downtown.

Implementing the BID/CRA Plan, and negotiating and approving downtown development and redevelopment agreements, grant agreements, license agreements, and lease agreements.

Planning and proposing Projects and Public facilities within Downtown; and

Subject to Section 122.434, Ordinance Code (Procedure for disposition of Community Development Property), hold, control, manage, lease, sell, dedicate, grant, or otherwise dispose of any of the City's Downtown assets and properties managed by the DIA, or any interest therein.

WHEREAS, 801 Bay St LLC is the owner of the 801 W Bay Parcel consisting of an improved with a surface parking lot and approximately 39,000 square foot office building and identified by Duval County Tax Parcel Number 074487-0010 and located within the Combined Downtown Northbank Community Redevelopment Area ("Northbank CRA"); and

WHEREAS, the 801 W Bay Parcel is proposed to be conveyed to the City for redevelopment purposes pursuant to resolution 2025-02-04 in exchange for other City-owned property assigned to the Northbank CRA within the Combined Downtown Northbank Community Redevelopment; and

WHEREAS, pursuant to state law, property acquired by the City for redevelopment purposes within the boundaries of a designated Community Redevelopment Area becomes the property of the applicable Community Redevelopment Agency for management of redevelopment and future disposition; and

WHEREAS, University of Florida has presented to the DIA an acquisition and master plan for improvements within the Downtown Northbank Community Redevelopment Area that proposes the development of a University of Florida Campus in Downtown Jacksonville; and

WHEREAS, acquisition of the 801 W Bay Parcel is an essential component of the University of Florida campus plan and will be the site of initial classes and programs slated to begin as early as 2025; and

WHEREAS, the 801 W Bay Parcel will be used as part of a higher educational campus including but not limited to such features as: (i) higher educational classrooms, research,

laboratory, office and clinic uses, as well as residences, administration, retail, food, beverage, parking, recreation and other uses and services all supporting the campus; and (ii) on other parcels, passenger rail supporting uses all as integral components of the broader master plan proposed; and

WHEREAS, the DIA finds that such University of Florida Jacksonville Campus is consistent with the Conceptual Master Plan and the adopted vision for the LaVilla and Convention Center Catalyst sites contained in the adopted BID Plan for the Downtown Northbank CRA as well as the adopted LaVilla Neighborhood Development Strategy; and

WHEREAS, DIA entered negotiation with University of Florida regarding the terms of the disposition and redevelopment in accordance with DIA's approved negotiated disposition process and the essential terms of the redevelopment proposal including certain of University of Florida's obligations and conditions to closing on the 801 W Bay Parcel are set forth in the Term Sheet attached as Exhibit B; and

WHEREAS, DIA has established the terms upon which a public notice of disposition will be published as set forth in Exhibit C; and

WHEREAS, to determine fair value for the 801 W Bay Parcel 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

WHEREAS, development of the University of Florida Jacksonville Campus proposed creates higher education opportunities expected to attract top tier students from around the world where such development will generate interest in development of a long underutilized historic area of Downtown Jacksonville, draw firms into the area creating new employment opportunities, and put City-owned properties to use for the overall benefit of the local community; and

WHEREAS, the DIA finds that the proposed disposition and redevelopment proposal further the following Redevelopment Goal and Strategic Objectives found in the BID/CRA Plan:

Redevelopment Goal 1: Increase...job growth to reinforce Downtown as the region's epicenter for business.

Through the creation of an educational campus of a top tier university within Downtown, Downtown will be positioned to provide a highly trained workforce to businesses seeking to locate within Downtown and the region. Further, the location of a major research institute within the proposed campus will further solidify Downtown as the region's epicenter for business.

Redevelopment Goal 2: Increase rental and owner-occupied housing Downtown...

The proposed campus will increase the demand for housing within the immediate vicinity as well as throughout Downtown. In addition, some student housing is envisioned to be part of the campus or developed nearby.

Strategic Objectives:

- Actively pursue a minimum of 8,140 built and occupied multi-family dwelling units by 2030; and strive to induce 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.

Redevelopment Goal No. 3: Increase and diversify the number and type of retail, food and beverage, and entertainment establishments within Downtown.

The proposed campus will include multiple mixed-use buildings that include publicly accessible food and beverage or other retail establishments.

Strategic Objectives:

- Increase the number of retail, food and beverage, and entertainment establishments that are open for business weekends and other times outside of weekday business hours.
- Pursue the addition of one or more new neighborhood restaurant/entertainment venues in each District by 2025 and a second by 2030.

WHEREAS, at a publicly noticed meeting held on February 13, 2025, the DIA Retail Enhancement and Property Disposition Committee (“REPD”) recommended that the DIA Board adopt Resolution 2025-02-05 and

WHEREAS, upon adoption of this Resolution, a 30-day public notice for the solicitation of proposals pursuant to Section 163.380(3)(a), Florida Statutes, and Sections 122.434(a) and (b), Jacksonville Ordinance Code, will be issued.

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 has determined that in furtherance of its plan to facilitate development in the Downtown Northbank Community Redevelopment Area the 801 W Bay Parcel should be used and further improved as part of a University of Florida Campus in accordance with the terms outlined in Exhibit B, attached herein, unless a responsive proposal of greater value is received, and that the commitments of the University of Florida regarding development of the property constitute fair value for the land

Section 3. The DIA instructs the Chief Executive Officer of the Downtown Investment Authority to take all action necessary to effectuate the thirty (30) day Notice of Disposition for the 801 W Bay Parcel, such disposition conditioned upon and immediately following conveyance of the 801 W Bay Parcel to the City, in accordance with DIA's Negotiated Notice of Disposition Process and pursuant to the terms set forth in Exhibit C and consistent with Florida Statutes and the Ordinance Code.

Section 4. Proposals received, if any, will be reviewed by the DIA Chief Executive Officer, who will make a recommendation to the DIA Board regarding any responsive alternate proposals received.

Section 5. If no alternate responsive and qualified proposals are received, or if they are determined by the CEO to be lower in value or unresponsive, the DIA authorizes its CEO to finalize negotiation of a Redevelopment Agreement with University of Florida substantially in accordance with the terms set forth on Exhibit B, and including such additional dispositions as may be approved and authorized by Resolution, and file legislation seeking approval of the disposition and Redevelopment Agreement and associated documents with City Council.

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.

Section 7. This Resolution, 2025-02-05, shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

Patrick Krechowski, Esq., Chairman

Date

VOTE: In Favor: _____ Opposed: _____ Abstained: _____

Exhibit A to Resolution 2025-02-05

Approximately 2.85 acres currently owned by 801 Bay St LLC and improved with a surface parking lot and approximately 39,000 square foot office building and identified by Duval County Tax Parcel Number 074487 0010. Said property is bounded on the north by Forsyth Street, on east by the Jefferson Street, on the South by Bay Street and on the west by City-owned land identified by tax parcel number 074487 0020.



Exhibit B to Resolution 2025-02-05
Term Sheet for the Disposition of Real Property to the University of Florida

Developer: University of Florida

The 801 W Bay Parcel: Approximately 2.85 acres improved with a surface parking lot and approximately 39,000 square foot office building and identified by Duval County Tax Parcel Number 074487 0010, proposed to be acquired by the Northbank CRA from its current owner by 801 Bay St LLC (the "801 W Bay Parcel"). Said property is bounded on the north by Forsyth Street, on east by the Jefferson Street, on the South by Bay Street and on the west by City-owned land identified by tax parcel number 074487 0020 which is the subject of Resolution 2025-02-1. The 801 W Bay Parcel is to be conveyed to Developer following acquisition thereof and award of the 801 W Bay Parcel to Developer pursuant to a publicly noticed disposition consistent with the closing conditions below including negotiation of a Redevelopment Agreement consistent with the terms set forth herein and approval by the Jacksonville City Council of legislation authorizing the same.

Use Limitation: The 801 W Bay Parcel shall be limited to use for a higher educational campus, including but not limited to such features as) classrooms, research, laboratory, office and clinic uses, as well as residences, administration, retail, food, beverage, parking, recreation and other uses and services, all supporting the campus ("Campus Uses"); and the deed of conveyance will include such a restriction.

Purchase Price: The consideration for the 801 W Bay Parcel shall be the Developer's commitment to complete the 801 West Bay Project (as defined below)_and there shall be no cash purchase price paid for the 801 W Bay Parcel.

The 801 West Bay Project: Developer proposes establishing the 801 W Bay Parcel building as the initial administrative, academic, and research facility of its new Jacksonville campus. Administratively, the building will provide space for UF Jacksonville campus leadership, marketing and enrollment professionals, administrative staff, and facilities management as early as 2025. Academically, Developer will introduce no fewer than two degree programs with at least 50 students by the end of 2026. Additional degree programs may launch as soon as 2026 in fields such as

engineering, law, business, health sciences, and more. The building will also provide flexible faculty offices, common space, student support services, and dining options. UF's Florida Semiconductor Institute (FSI), which serves as the statewide hub for research, development and workforce initiatives in semiconductor technologies, will establish research and administrative offices in the building in 2026 as well.

All improvements on the 801 W Bay Parcel shall comply with the Downtown Zoning Overlay, subject to any deviation or variation as may be required for the improvements, with final approval by the Downtown Development Review Board ("DDRB"), or the COJ City Council as may be required. For clarity, while use of the Property will be deed restricted as specified above, the 801 W Bay Parcel will only be used for Campus Uses, except as otherwise approved by the DIA.

Preconditions
to Closing:

Acquisition of the 801 W Bay Parcel by the City is a precondition to the City's obligations hereunder and the City shall have no liability to Developer if for any reason it does not acquire the 801 W Bay Parcel and is unable to proceed with this disposition. The closing and conveyance of the 801 W Bay Parcel to Developer is expected to occur simultaneously or shortly following acquisition of the 801 W Bay Parcel by the City. Conveyance will follow the Due Diligence period and approval by City Council and execution of the Redevelopment Agreement and associated documents by all parties, upon a mutually agreeable date but no later than December 20, 2025. The Redevelopment Agreement may contain certain additional conditions to closing as may be agreed upon by the parties. No closing on any parcel shall occur until the Developer has completed its due diligence and agreed to move forward without termination, or the Due Diligence Period has expired.

Redevelopment
Agreement:

The Redevelopment Agreement (sometimes referred to as the "RDA") will establish, *inter alia*, the essential terms of the conveyance of the Property, the Developer's rights and responsibilities with respect to design and use, the Developer's and the City's obligations with respect to construction of infrastructure improvements, if any, site remediation, improvements on the Property and other terms relevant to development of the Property including rights of reversion in favor of the DIA and the City if development activity does not occur after closing as agreed upon by the parties. The RDA will become effective upon its execution following approval by COJ, and final University of

Florida Board of Trustee approval, with an outside date for execution by Developer of forty-five (45) days following the effective date of the legislation (which date shall be set forth in the legislation). While this term sheet summarizes certain of the terms and conditions that will be contained in the RDA, it is not a complete statement of all such terms and conditions. Additional terms and conditions essential to implementation of the master plan will also be included in the RDA.

Site

Investigation: The Developer will seek to obtain from the current owner of the 801 W Bay Parcel, early access to the 801 W Bay Parcel to conduct inspections prior to execution of the Redevelopment Agreement. In addition, following the execution of the Redevelopment Agreement the Developer will have an additional period, if needed, to have a cumulative total of one hundred eighty (180) calendar days from the grant of access (the "Due Diligence Period") to inspect and perform tests on the 801 W Bay Parcel and any other LaVilla parcels awarded to Developer through disposition or included in the campus master plan. pursuant to a scope of work approved by Developer and the DIA to determine its suitability for the campus, and to investigate the quality and marketability of the title of the fee simple interest it will receive from the City. Upon providing written notice to the DIA, the Developer may terminate the Redevelopment Agreement and the 801 West Bay Project any time within the Due Diligence Period without cause and without incurring any obligations under the Redevelopment Agreement. If no written termination notice is delivered by Developer to the DIA prior to the expiration of the Due Diligence Period, all remaining terms found in the Redevelopment Agreement shall be in effect.

Environmental: Upon taking title, City will provide access to the 801 W Bay Parcel for any required investigation but shall not be liable for environmental issues that arise by actions taken by the Developer or its agents during inspection or following conveyance of the 801 W Bay Parcel, including liability for any damage caused by Developer or its contractors during construction.

Conveyance

"AS IS": Except for any representations and warranties or as otherwise may be agreed upon by the parties in the Redevelopment Agreement, the City agrees to convey the 801 W Bay Parcel in "as-is" condition and is not undertaking any obligation, financial or otherwise, to remediate the sites, clear title, or otherwise.

Form of Deed: The City will convey title by Quit Claim Deed as required by the Ordinance Code, unless waived.

Documentary

Stamps: The City is precluded by law from the payment of Documentary stamp taxes. Such taxes, if any, will be paid by Developer or someone on Developer's behalf.

Survey: DIA to provide Developer with a survey map and prepared legal description for the Property on or before the RDA execution date. If Developer desires a stamped survey depicting all improvements and easements, etc. the Developer shall obtain the same at its cost and expense.

Title

Commitment: DIA shall obtain and deliver to Developer a title commitment for the Property on or before the RDA execution date. Title insurance, if desired, shall be issued at closing at Developer's expense.

Appraisal: DIA shall obtain appraisals of the 801 W Bay Parcel as required for disposition at DIA's expense and shall make the same available to Developer on or before execution of the RDA. Notwithstanding the foregoing, the City will deed the 801 W Bay Parcel to Developer for no monetary consideration in recognition of the other obligations of Developer set forth in the RDA.

Restriction on

Further Transfer: The Property to be deed restricted against further transfer without the approval of DIA except as may be otherwise set forth in the Redevelopment Agreement (such as conveyance to university direct-support organizations (as defined in Section 1004.28, Florida Statutes), university health services support organizations (as defined in Section 1004.29, Florida Statutes), and their subsidiaries).

Reverter: The Deed will include a reverter of the 801 W Bay Parcel in favor of the City in the event Developer fails to commence on the 801 W Bay Parcel no fewer than two degree programs with at least 50 students by the end of 2027 (subject to force majeure). In addition, the Property will be restricted to Campus Uses and subject to the restrictions on transfer set forth herein.

Right of

Repurchase: The Redevelopment Agreement or deed shall include a mutually agreeable right of repurchase to allow the City to re-acquire the Property if there is a cessation of Campus Uses, and it becomes dilapidated as defined between the parties.

Entitlements: Mobility Credits will be provided to Developer if Developer earns the same through its design in accordance with the criteria for the Mobility Fee Credit established in the adopted BID Strategy. Stormwater Credits may be available for purchase by Developer in accordance with the ordinance governing the same once the quantity of credits required is known and subject to the availability of credits in the City or Downtown Stormwater Credit Bank. The building located at 801 West Bay Street is comprised of an effective area of 38,378 square feet of existing office entitlements. The developer may convert the existing 801 West Bay Street entitlements utilizing the conversion rates in Table L-2: CBD Land Use Transportation / Trade-off Matrix in furtherance of their development plan consistent with the permitted use above. Should additional entitlements be necessary, Developer will request and DIA will allocate the required additional entitlements, with that allocation formalized via an Allocation of Development Rights Agreement, or functional equivalent thereof.

- Design:
- a) The Developer will design any improvements to the Property with the goal of creating educational campus buildings incorporating design and use considerations capable of attracting students and researchers for decades following their completion. The buildings will be designed with the intent to serve an important and functional purpose contributing to that which defines the City as a distinctive and leading urban research and learning campus and will remain visually and functionally beneficial with the passage of time.
 - b) The design will comply with the Downtown Overlay Standards as enacted within the Jacksonville Municipal Code as well as the DDRB's development guidelines, except as may otherwise be approved by the DDRB and allowed by code. The design is subject to further review and approval of the Downtown Investment Authority for consistency with its BID and CRA Plan and of the DIA and COJ for consistency with associated adopted studies and plans.
 - c) In collaboration with the City's Chief Resiliency Officer and the Florida Institute for Built Environment Resilience, the design may include resiliency features, including to the extent practicable the design recommendations set forth in Resilient Jacksonville published in October 2023 and its update published in October 2024.
 - d) Parking and landscaping will comply with the City's standard as found in the Downtown Design Standards, except as otherwise approved through deviations or variances.

Performance
Schedule:

- a) The Redevelopment Agreement will be entered into by the Developer, DIA and the City within forty-five (45) days following City Council approval legislation authorizing the same. Due Diligence period of one hundred eighty (180) days as defined above with termination rights as found in the Redevelopment Agreement.
- b) Conveyance of the 801 W Bay Parcel to occur within thirty days of satisfaction of the conditions to closing, but not sooner than the earlier of the execution date of the Redevelopment Agreement and the Acceptance Date (defined as an affirmative letter delivered to the DIA within the Due Diligence period or with the expiration of the Due Diligence period with no termination letter provided by Developer).
- c) Developer must commence the 801 West Bay Project within 1 year of closing on the 801 W Bay Parcel.
- d) Developer must be utilizing the 801 W Bay Street Parcel for no fewer than two degree programs with at least 50 students by the end of 2026 and proceed diligently using commercially reasonable efforts to grow the campus student enrollment, approved curriculum, programs (including the Florida Semiconductor Institute), research and other Campus Uses taking place on the Jacksonville Downtown campus.
- e) The foregoing deadlines will be subject to extensions of up to six (6) months granted by the DIA's Chief Executive Officer without additional City approval upon reasonable cause shown. In addition, extensions shall be available for force majeure.
- f) Following entry into the Redevelopment Agreement the Developer will provide project updates to DIA every six (6) months, and the DIA reserves the right to inspect the Property with not less than 48 hours notice to Developer, and not more than once per month prior to Substantial Completion of any improvements.
- g) 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, but no party shall be bound unless and until a fully executed Redevelopment Agreement is approved and entered into.

Exhibit C to Resolution 2025-02-05

Essential Terms of Disposition Notice

1. This disposition is conditioned upon acquisition of the subject property by the City on or before December 20, 2025.
2. Property Interest considered for disposition by Quit Claim Deed, unless waived by Ordinance: Fee Simple title, in “as is” condition, subject to any representations and warranties in the Redevelopment Agreement and also subject to covenants, easements and restrictions of record, to:
 - a. RE# 074487 0010 together with all improvements thereon (the “801 W Bay Parcel “)
3. Use: The 801 W Bay Parcel shall be limited to use for a higher educational campus.
4. New construction must comply with Downtown Zoning Overlay including approval of any deviation or variance as may be required for the improvements.
5. Deed to contain a reverter if at least two academic programs with at least 50 students enrolled are not in operation on the 801 W Bay Parcel by the end of 2027.
6. The Redevelopment Agreement or deed shall include a mutually agreeable right of repurchase to allow the City to re-acquire the Property if there is a cessation of Campus Uses, and it becomes dilapidated as defined between the parties..
7. Redevelopment Agreement to be executed within forty-five (45) days following City Council approval thereof and closing to occur within 7 months of effective date of Redevelopment agreement .
8. If conveyance is to a non-profit or tax-exempt entity, Property to be deed restricted against further transfer without the approval of DIA except to approved affiliates.
9. Developer must demonstrate successful track record of the development and operation of similar facilities.
10. Developer to demonstrate current and previous capacity and capability to raise debt and equity funds necessary for project financing.
11. Proposal must identify if Developer or proposed owner is exempt from payment of ad valorem taxes or if taxes will be paid on the proposed improvements to be constructed on the parcel.
12. Developer must commence higher education programs on the 801 W Bay Parcel by later of six months after closing or January 15, 2026.
13. The foregoing deadlines will be subject to extensions of up to six (6) months granted by the DIA's Chief Executive Officer without additional City approval upon reasonable cause shown. In addition, extensions shall be available for force majeure.

TAB X.

RESOLUTION 2025-02-08: FORMER LANDING ACCESS AGREEMENT

RESOLUTION 2025-02-08

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) AUTHORIZING ITS CHIEF EXECUTIVE OFFICER (“CEO”) TO EXECUTE A SITE ACCESS AGREEMENT (“AGREEMENT”) WITH GATEWAY JAX ACQUISITIONS LLC OR AFFILIATED ENTITY THEREOF, THEIR AGENTS, REPRESENTATIVES, EMPLOYEES, CONSULTANTS, CONTRACTORS AND SUBCONTRACTORS FOR THE PURPOSE OF CONDUCTING DUE DILIGENCE ACTIVITIES, INCLUDING ENVIRONMENTAL AND GEOTECHNICAL EXPLORATION, SURVEY, UTILITY LOCATION, ETC. FOR THOSE CERTAIN CITY OWNED REAL PROPERTIES IDENTIFIED BY REAL ESTATE NUMBERS 074445 0500, 074444 9000, 074444 9020 AND 074445 0000 TOGETHER WITH THAT AREA UNDER THE MAIN STREET BRIDGE EASTERN MOST RAMP AND PORTIONS OF RAL ESTATE NUMBERS 074445 07000 AND 074457 1100, COLLECTIVELY REFERRED TO HEREIN AS “THE PROPERTY” AND ILLUSTRATED BY EXIHBT ‘A’; AUTHORIZING ITS CEO TO NEGOTIATE TERMS AND CONDITIONS PRIOR TO EXECUTION OF A SITE ACCESS AGREEMENT; INSTRUCTING ITS CEO TO OBTAIN APPROVAL FROM THE CITY’S RISK MANAGER, DIRECTOR OF PUBLIC WORKS AND THE OFFICE OF GENERAL COUNCIL PRIOR TO EXECUTION OF THE AGREEMENT; INSTRUCTING THE CEO TO TAKE ALL NECESSARY ACTION TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Ordinance 2014-560-E the City assigned management of certain City-owned properties and buildings to the DIA; and

WHEREAS, from time to time it is requested of the DIA’s Chief Executive Officer to allow for temporary use of its managed properties by others for such purposes as conducting due diligence activities in advance of disposition of property; and

WHEREAS, the DIA adopted Resolution 2017-07-04, which set parameters for the execution of Access Agreements by its Chief Executive Officer, establishing that Access Agreements that include environmental, geotechnical, and other invasive due diligence activities, or Access Agreements that have terms for greater than six (6) months, require approval by the DIA Board prior to execution by its Chief Executive Officer; and

WHEREAS, Gateway Jax Acquisitions, LLC, has requested access to the Property for the purposes of performing tasks commonly associated with real property due diligence; and

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WHEREAS, via Resolution 2025-02-04, having been provided a term sheet negotiated between its Chief Executive Officer Gateway Jax Acquisitions, LLC, the Downtown Investment Authority has instructed its Chief Executive Officer to issue a Notice of Disposition for the Property in accordance with the adopted Negotiated Disposition process,

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. DIA hereby authorizes its Chief Executive Officer to execute a site Access Agreement to conditionally grant to Gateway Jax Acquisitions, LLC, its agents, representatives, employees, consultants, contractors, and subcontractors a limited license for access to enter upon those City-Owned properties illustrated in Exhibit A and more fully described by Duval County Real Estate Numbers 074445 0500, 074444 9000, 074444 9020 AND 074445 0000 together with that area under the Main Street Bridge eastern most ramp and portion of Real Estate Numbers 074445 07000 AND 074457 1100.

The due diligence scope shall be limited to those activities approved by the Director of Public Works, the Office of General Counsel and the DIA Chief Executive Officer in advance of commencement of such work. The due diligence activities shall be at no cost to DIA nor the City and shall be coordinated with the City's Public Works Department and the DIA Chief Executive Officer. Any due diligence activities within fifty feet (50') of the Main Street Bridge, including its ramps, shall be coordinated with and approved by the FDOT prior to commencement. Such proof of approval shall be provided to the DIA Chief Executive Officer and the Director of Public Works prior to commencement of such activities. Any due diligence activities west of the Main Street Bridge will be coordinated with the City's Construction Engineering Inspection firm and the City's Construction Manager at Risk for the Riverfront Plaza Park.

Section 3. The Access Agreement shall continue for one, six (6) month period beginning at execution of the Access Agreement and will expire without any further action by the City or the DIA, unless the Access Agreement term is extended in writing by the DIA Chief Executive Officer, whose ability to extend the term shall be limited to up to an additional ninety (90) days.

Section 4. The DIA authorizes its Chief Executive Officer to negotiate additional terms and conditions prior to execution of an Access Agreement, providing that those terms and conditions are consistent with the intent of this resolution.

Section 5. Prior to execution of an Agreement by the DIA Chief Executive Officer and Mayor, they shall first obtain approvals of the Access Agreement by the City's Risk Manager, Director of Public Works and the Office of General Counsel.

Section 6. This Resolution is predicated on the requirement that the DIA Chief Executive Officer, the Director of Public Works and the Office of General Counsel shall receive

copies of all reports, work products and other information that results from this grant of site Access Agreement.

Section 7. This Resolution shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

Witness

Patrick Krechowski, Esq., Chair

Date

VOTE: In Favor: _____ Opposed: _____ Abstained: _____

RESOLUTION 2025-02-08
EXHIBIT A

RESOLUTION 2025-02-08
EXHIBIT A



DUE DILIGENCE PARCELS/AREA
GENERALLY ILLUSTRATED

NOT TO SCALE
FOR ILLUSTRATIVE PURPOSES ONLY

