

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

As Approved By Board

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

As Approved By Board

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

As Approved By Board

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, viewscapes, 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”) deferred action on 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

As Approved By Board

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

3/3/25
Date

VOTE: In Favor: 5 Opposed: 2 Abstained: 0

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.

As Approved By Board

Exhibit B to Resolution 2025-02-04 (Cont.)

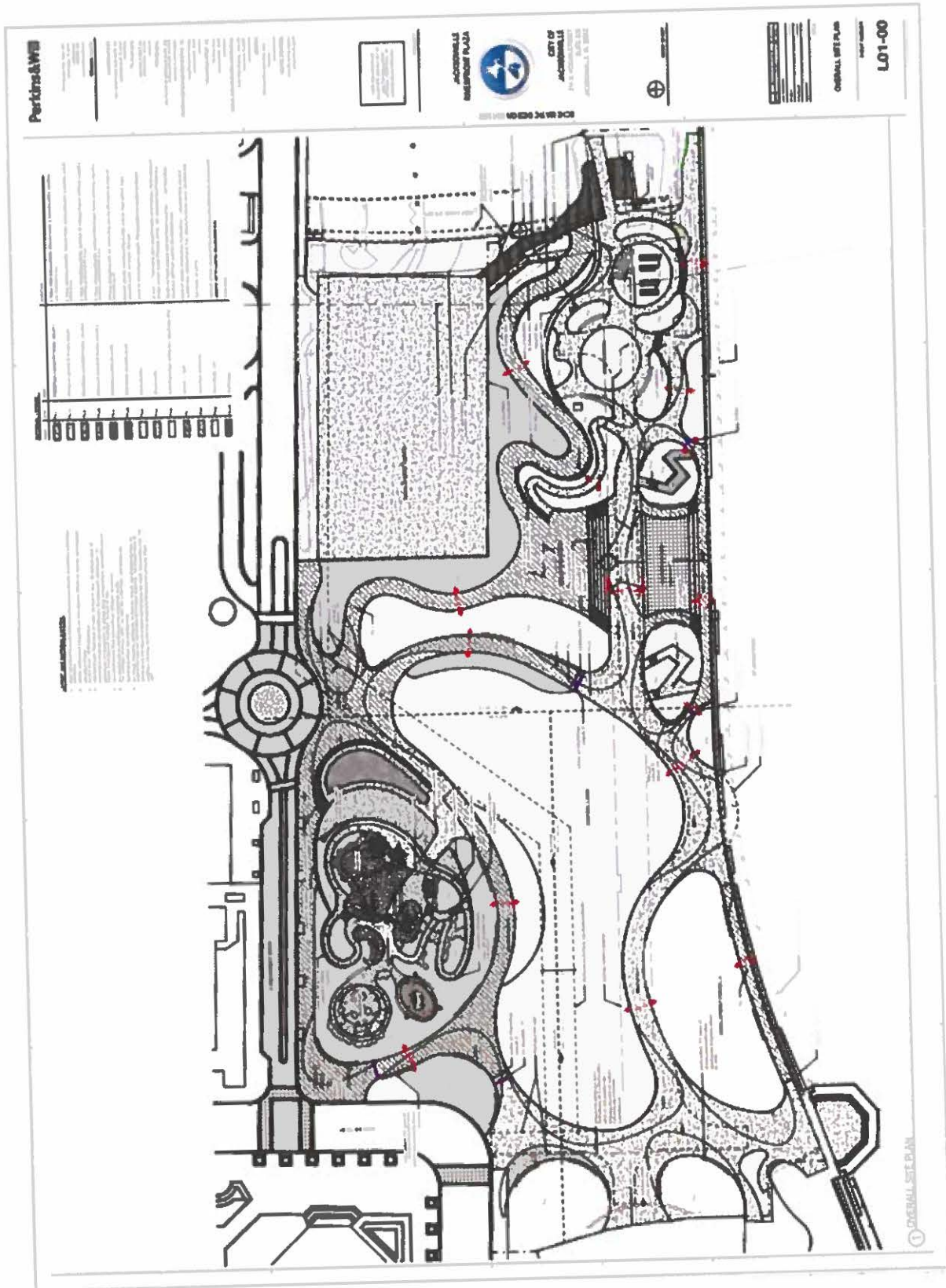


Exhibit C to Resolution 2025-02-04

“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.

As Approved By Board

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.

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 #s: 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

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.

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

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. Developer's request for any completion grant , or other incentive other than a REV Grant authorized by the BID Plan, shall not exceed \$20 million and shall be payable no earlier than completion.
15. 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.

As Approved By Board

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. Within fifteen months of closing, Developer will use commercially reasonable efforts to obtain conceptual approval by DDRB and DIA and City Council approval of legislation relating to incentives.
- 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

As Approved By Board

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.

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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 and the Option on the East Landing Lot will include two separate rights of repurchase in favor of the City both allowing the DIA or City to (i) terminate the Option if it has not been exercised or repurchase the East Landing Lot if it has been conveyed and (ii) reacquire Riverfront Plaza Development Pad B in the aggregate, for a total purchase price of \$6,750,000.00. The initial right of repurchase can be exercised no earlier than 15 months from the date of closing in the event Developer has failed to obtain conceptual approval by DDRB and DIA and City Council approval of legislation relating to incentives and shall expire 18 months from the date of closing if not exercised. In the event Developer timely obtains conceptual approval by DDRB and DIA and City Council approval of legislation relating to incentives such right of repurchase shall terminate. The DIA or City shall have a second repurchase option in the event Developer fails to commence horizontal or below grade construction and provide evidence of adequate funding to complete vertical construction to the DIA within 42 months of Closing and shall expire 45 months from closing unless DIA has provided notice of its intent to exercise.

Nothing herein shall obligate the City or DIA to approve any incentive proposal requested by Developer. 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, and provided Developer has commenced horizontal or below grade construction on Riverfront Plaza Pad B and provided evidence of sufficient funding to complete vertical construction on that project thus terminating the repurchase right above, the deed for the East Landing Lot will also include a right of repurchase in favor of the City at a purchase price of _\$3,375,000_____ 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.

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.

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- 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 of \$8 million to City to facilitate acquisition of 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.

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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. Rights of repurchase on both parcels in favor of the City for a purchase price of \$6,750,000 if (i) DDRB Conceptual approval and Council approval of any incentive have not been received within 15 months from closing on Riverfront Plaza Development Pad B, and (ii) if Developer fails to commence horizontal or below grade construction and provide evidence of adequate funding to complete vertical construction to the DIA within 42 months of closing on Riverfront Plaza Development Pad B. Assuming the two rights of first refusal above are terminated due to timely performance by Developer, City shall have an additional right of repurchase on the East Landing Lot in the event that Developer fails to commence horizontal or below grade construction and provide evidence of adequate funding to complete vertical construction to the DIA within 2 years of closing on the East Landing Lot.

12. Clear marketable title to the swap parcel(s) must be provided to the City.