

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”) CONTINGENT UPON ACQUISITION THEREOF BY THE CITY, WHICH PROPERTY WOULD UPON ACQUISITION FOR REDEVELOPMENT 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 acquired by the City for redevelopment purposes; 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, 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 Convention Center Site is expressly identified as the LaVilla Catalyst Site Project in the CRA Plan, calling for its redevelopment as a vibrant mixed-use area expressly stating the site should be considered "appropriate for locating higher education institutions in LaVilla ...as a catalyst to nurture an academic environment Downtown."; and

WHEREAS, the DIA finds that the proposed disposition for the University of Florida Jacksonville Campus is consistent with the adopted vision for the Convention Center Catalyst site contained in the adopted BID Plan for the Downtown Northbank CRA as well as the adopted LaVilla Neighborhood Development Strategy and explicitly implements the LaVilla Catalyst Site Project contained in the adopted CRA Plan;

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 and contingent upon

its acquisition, 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 immediately publish 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, all 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.

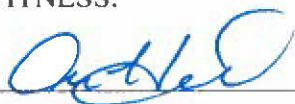
Section 4. Proposals received, if any, will be reviewed by the DIA Chief Executive Officer, who will make a recommendation to the DIA Board regarding any responsive alternate proposals received.

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: 7 Opposed: 0 Abstained: 0

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.

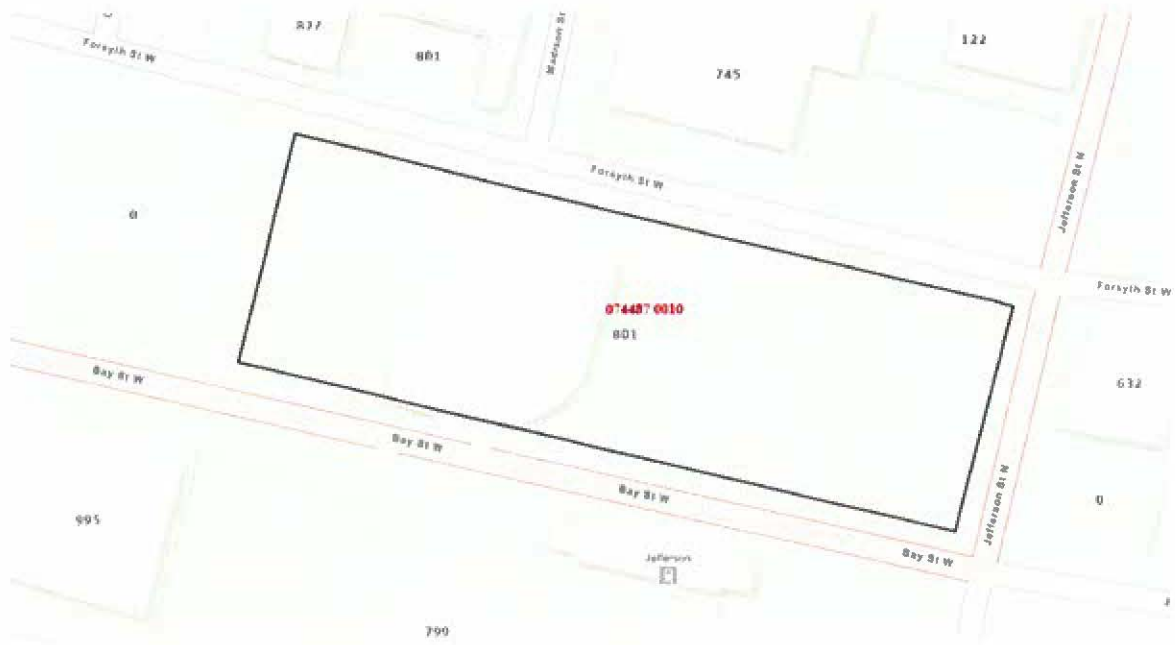


Exhibit B to Resolution 2025-02-05
Term Sheet for the Disposition of Real Property to the University of Florida

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.

**Streetscape
and Security:**

Developer agrees to make a voluntary contribution in lieu of assessment or tax increment payment to any officially authorized entity (business improvement district, neighborhood, association, or otherwise) that provides security services, and/or streetscape maintenance services, to the campus parcel(s) based on the extent and value of services provided. Notwithstanding the foregoing, if Developer elects to install where needed, and maintain in Class A condition and litter free, sidewalks, landscape and street furniture in the rights of way and

urban open spaces abutting campus parcels, such obligation shall relieve the Developer from its obligation to make any payment to a third party for Streetscape maintenance services for said parcel.

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.