

RESOLUTION RA/CRA-2021-05

A RESOLUTION OF THE RENEW ARLINGTON COMMUNITY REDEVELOPMENT AGENCY (“RA/CRA”) ALLOCATING \$1,308,052 FROM THE MANDATORY COMPLIANCE GRANT PROGRAM BUDGET TO FUND THE COLLEGE PARK MANDATORY COMPLIANCE GRANT PROGRAM AGREEMENTS FOR LANDSCAPING/LANDSCAPE BUFFERS, FENCING AND SIGNS; AUTHORIZING EXECUTION OF ALL DOCUMENTS BY THE MAYOR AND CORPORATION SECRETARY; PROVIDING FOR OVERSIGHT BY THE OFFICE OF ECONOMIC DEVELOPMENT; AUTHORIZING APPROVAL OF TECHNICAL AMENDMENTS BY THE EXECUTIVE DIRECTOR OF THE OFFICE OF ECONOMIC DEVELOPMENT (“OED”); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the RA/CRA Agency Board approved Resolution RA/CRA-2020-03 adopting the Mandatory Compliance Grant Program (“MCGP”); and

WHEREAS, there is \$2,031,926.46 remaining in MCGP budget; and

WHEREAS, the MCGP Guidelines require that all Agreements that exceed \$100,000 require approval by the RA/CRA Agency Board; and

WHEREAS, the Agency Board is empowered to authorize projects within the RA/CRA Redevelopment Area that are in compliance with, and further the purposes and objectives of the RA/CRA Redevelopment Plan; and

WHEREAS, on May 26, 2021, the RA/CRA Advisory Board, with a unanimous vote of 8-0, recommended to the Agency Board that \$1,308,052 be approved and allocated towards the College Park MCGP Agreements; now therefore

BE IT RESOLVED, by the RA/CRA Agency Board:

Section 1. Authorization and Findings. The Agency Board approves and authorizes the College Park Project and the MCGP Agreements, and finds that they are within the RA/CRA

Redevelopment Area, and that they are in compliance with, and further the purposes and objectives of the RA/CRA Redevelopment Plan as stated below:

1. *Primary Objective 7: Create a vibrant quaint urban "Commercial Corridor" area with mixed-use developments.*
 - *The University Blvd Corridor shall consist of a mix of retail stores, such as markets, antique shops, restaurants, art galleries, professional offices and service businesses with medium to high density residential and offices above these commercial uses.*
 - *University Corridor shall be developed to provide a destination place and identity for shopping and shall be designed using mixed-use and pedestrian friendly principals of traditional urban design.*
2. *Primary Objective 8: Explore land acquisition and parcel assembly programs to facilitate redevelopment of the CRA and the primary commercial corridor along University/Merrill/Arlington Corridors only for Public Purposes.*
 - *Identify catalyst sites to serve as important strategic assets to cause an early and precedent-setting change in the CRA and to spur growth – the Town and Country Shopping Center/Hotel Parcels (referred to as the Town and Country Super Block) is listed as one of the four catalyst sites.*
3. *Primary Objective 9: Establish one or more public/private partnerships to encourage the uses and expertise of private enterprise to implement the redevelopment vision.*
 - *Partnerships with the private sector and other governmental entities are critical to ensure the Community Redevelopment Area is redeveloped as a safe, viable and thriving commercial/mixed-use community.*

Section 2. Allocation. The Agency Board hereby allocates \$1,308,052 towards the College Park MCGP Agreements, attached hereto as **Exhibit A**.

Section 3. Carryover. Pursuant to Sec. 106.345, *Ordinance Code*, funds shall carryover from fiscal year to fiscal year. Any funds remaining after all obligations have been made regarding the Agreements shall be returned to the Renew Arlington Mandatory Compliance Grant Program.

Section 4. Oversight. The Office of Economic Development shall oversee the Agreements described herein and is authorized to make technical amendments to the Agreements.

Section 5. Contract Execution Authorized. Pursuant to Sec. 500.116, *Ordinance Code*, the Mayor, or his or her designee, and the Corporation Secretary, are authorized to execute and deliver all contracts and documents approved and authorized by the Agency Board related to the aforementioned Agreements;

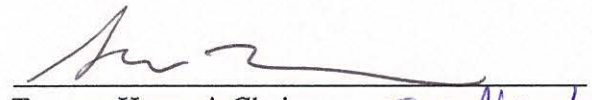
Section 6. Effective Date. This Resolution shall become effective upon a majority vote of the Agency Board and upon execution by the Chair.

WITNESS:

RENEW ARLINGTON

COMMUNITY REDEVELOPMENT AGENCY


Signature

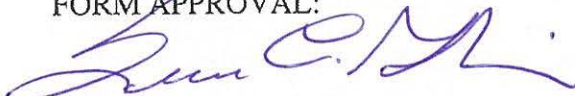

Tommy Hazouri, Chairman *Sam Newby, Acting*

Date signed: 6-22-21

Brenda A Priestly-Jackson
Print

VOTE: In Favor: *12* Opposed: *0* Abstained: *1 (Salem)*

FORM APPROVAL:


Office of General Counsel

GC-#1437329-v2-RA_Reso-2021-05_College_Pk_MCGP.docx

MANDATORY COMPLIANCE GRANT PROGRAM AGREEMENT

THIS MANDATORY COMPLIANCE GRANT PROGRAM AGREEMENT (“Agreement”), is made and is effective as of _____, 2021 (the “Effective Date”), by and between the **CITY OF JACKSONVILLE**, a political subdivision and municipal corporation of the State of Florida (the “City”), the **OFFICE OF ECONOMIC DEVELOPMENT**, a community redevelopment agency (“OED”), and **903 UNIVERSITY BLVD LLC**, a Florida limited liability company (the “Grantee”)

RECITALS:

WHEREAS, pursuant to Ordinance 2015-738-E, the City of Jacksonville adopted a Community Redevelopment Plan (the “Plan”) for the Renew Arlington Redevelopment area, and declared the City Council to be the Board of the newly formed Renew Arlington Community Redevelopment Agency (“RA/CRA”); and

WHEREAS, Ordinance 2015-738-E also created a Renew Arlington Community Redevelopment Agency Advisory Board (“RA/CRA Advisory Board”); and

WHEREAS, the Plan identified a need for a zoning overlay for the Renew Arlington Community Redevelopment Area (the “CRA”); and

WHEREAS, City Council approved 2019-239-E establishing the Renew Arlington Zoning Overlay (the “Zoning Overlay”) for nonresidential properties within the CRA which requires mandatory compliance with regulations for signage, fencing and landscape/landscape buffers in all Character Areas, and

WHEREAS, the RA/CRA approved the Renew Arlington Mandatory Compliance Grant Program (“MCGP”) for certain property within the CRA pursuant to Resolution RA/CRA-2020-01, finding that the MCGP is in compliance with, and furthers the purposes and objectives of the Renew Arlington CRA Redevelopment Plan; and

WHEREAS, Grantee owns or leases certain real property described on Exhibit A attached hereto (the “Property”) which is located in the CRA as shown on the map attached hereto as Exhibit B;

WHEREAS, the Grantee has applied to the City to receive certain MCGP grant funds to construct and install signage, fencing, and landscaping/landscaping buffers located on the Property to attract more customers, help increase Grantee’s business revenue and come into compliance with Chapter 656, Part 3, Subpart S, as promulgated by Ordinance 2019-239-E; and

WHEREAS, the City has agreed to grant such funds to the Grantee on a reimbursement basis after Grantee has paid for the Work and subject to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

ARTICLE I

Incorporation of Recitals; Definitions

1.1 The parties hereto acknowledge and agree that the recitals above are correct and incorporated herein by this reference.

1.2 All capitalized terms shall have the meanings given to them in this Agreement; including, but not limited to, the capitalized terms defined below:

(a) “*Construction Documents*” shall mean the Project Drawings (also referred to herein as Project Plans and Specifications) along with any modifications thereto;

(b) “*Disbursement Request Form*” shall mean the disbursement request form attached hereto as Exhibit I;

(c) “*Eligible Activities*” shall mean the eligible activities set forth on Exhibit G;

(d) “*Eligible Grant Expenditures*” shall mean the eligible grant expenditures set forth on Exhibit G;

(e) “*Governmental Approvals*” shall mean all necessary approvals and consents from all governmental or quasi-governmental authorities having jurisdiction over the Work, including, but not limited to, street openings or closings, zoning and use and occupancy permits, sewer permits, environmental permits and approvals, building permits, highway occupancy permits, subdivision and land development approvals, and approvals of fire underwriters;

(f) “*Grant Documents*” shall mean all documents executed and delivered in connection with this Agreement;

(g) “*MCGP Application Form*” shall mean the Mandatory Compliance Grant Program Application form attached hereto as Exhibit J;

(h) “*MCGP Grant*” or “*MCGP Grant Funds*” shall mean the Mandatory Compliance Grant Program grant monies disbursed in an amount not to exceed the lesser of (i) Fourteen Thousand Five Hundred and NO/100 Dollars (\$14,500.00) which amount is equal to the Eligible Grant Expenditures, and (ii) the actual out of pocket cost of the Work incurred by Grantee as submitted on the Disbursement Request Form.

(i) “*MCGP Guidelines*” shall mean the guidelines attached hereto as Exhibit K;

(j) “*OED*” shall mean the Office of Economic Development of the City.

(k) “*Project Performance Schedule*” shall mean the performance schedule contained on Exhibit F attached hereto;

(l) “*Project Plans and Specifications*” shall mean the project drawings and specifications contained on Exhibit D attached hereto;

(m) “*Project Budget*” shall mean the project budget contained on Exhibit E attached hereto.

(n) “*Substantial Completion*” “*Substantially Completed*” or “*Completion*” means that all conditions set forth in Section 5.1 of this Agreement have been satisfied, all permits have been finalized, a certificate of substantial completion (if applicable) has been issued by the contractor and verified by the architect of record, and the applicable improvements are otherwise complete and available for use in accordance with their intended purpose subject to commercially reasonable punch list and similar items.

(o) “*Work*” shall mean the scope of work to be performed by Grantee hereunder described on Exhibit C attached hereto as further described and limited pursuant to the Eligible Activities and the Eligible Grant Expenditures.

ARTICLE II The MCGP Grant

2.1 Grant. Subject to the terms and conditions set forth in this Agreement, City agrees to make the MCGP Grant to Grantee and to disburse the MCGP Grant to Grantee. Grantee acknowledges and agrees that the MCGP Grant shall be disbursed on a reimbursement basis only subject to the disbursement requirements in Article VI herein. In no event shall the City be required to advance any or all of the MCGP Grant to Grantee. The City’s maximum indebtedness to the Grantee under this Agreement shall be \$14,500. The MCGP Grant shall be used by the Grantee solely for the purpose of reimbursing Grantee for Grantee’s previous payment of the Work.

2.2 Scope of Work. The Grantee agrees to perform the Work in accordance with the Project Plans and Specifications, Project Performance Schedule and Project Budget. If any services, functions, or responsibilities not specifically set forth in this Agreement are necessary for the proper performance of the Work, then such services, functions and responsibilities shall be deemed implied by and included within the Work.

2.3 Refund and Return of MCGP Grant Funds; Reimbursement of Collection Costs.

2.3.1 No Entitlement to MCGP Grant Funds. In the event the Grantee receives any portion of the MCGP Grant to which it is not entitled as of the date of disbursement of the same, whether by accident or otherwise, then such funds shall automatically revert to the City, and the Grantee shall immediately refund and return all such funds to the City without demand or further notice.

2.3.2 Misuse of MCGP Grant Funds. In the event the Grantee expends any portion of the MCGP Grant in a manner inconsistent with the terms of this Agreement or any applicable and governing federal, state or local law, rule regulation or policy, then that shall constitute an immediate event of default hereunder and, in addition to all other remedies of the City, the Grantee shall immediately refund and return all of the MCGP Grant to the City without demand or further notice.

2.3.3 Reimbursement of Collection Costs. The Grantee shall reimburse the City for all costs, expenses and fees, including attorneys' fees and court costs, incurred or expended by the City in connection with any collection efforts to recover any funds due to the City pursuant to this Agreement.

ARTICLE III

Use of MCGP Grant Funds; Other Requirements

3.1 Use of MCGP Grant Funds. The Grantee shall expend the MCGP Grant Funds solely and exclusively for the Work, which shall be constructed on the Property in the CRA. The Grantee shall not expend or otherwise use any of the MCGP Grant Funds for any other purpose without the prior written consent of the City, which consent may be withheld in the City's sole discretion.

3.2 Compliance with the MCGP Guidelines and Applicable Federal, State and Local Laws, Rules, Regulations and Policies. Grantee must comply with the MCGP Guidelines, all of which are incorporated herein by reference. The Project Plans and Specifications shall be approved by the City prior to the commencement of the Work. The Grantee shall use the MCGP Grant Funds in a manner consistent with all applicable and governing federal, state and local laws, rules, regulations and policies, and any subsequent amendment thereto, during the Term of this Agreement. The Grantee acknowledges and agrees that the Grantee has reviewed, understands and is familiar with all such applicable and governing federal, state and local laws, rules, regulations and policies.

3.3 Compliance with the Special Terms and Conditions. In addition to the requirements, limitations and restrictions set forth elsewhere in this Agreement, the Grantee shall strictly follow and comply with the terms and conditions related to the Eligible Grant Expenditures.

ARTICLE IV

Project Performance Schedule

4.1 The Grantee and the City have jointly established the Project Performance Schedule. The Grantee shall timely perform its obligations set forth on the Project

Performance Schedule. The Project Performance Schedule shall not be modified without the prior written consent of the City, which consent may be withheld in its sole discretion.

ARTICLE V
Completion of Work

5.1 Completion of the Work. The Grantee shall Substantially Complete construction of the Work by no later than 365 days from the Effective Date of this Agreement (the "*Work Completion Date*"). For purposes of this Agreement, Completion of the Work shall be deemed to have occurred only when the following conditions (the "*Project Completion Conditions*") shall have been satisfied:

(a) The Grantee shall furnish to the City a certificate of occupancy or its equivalent (if available in the jurisdiction) or such other permits and/or certificates (including a certificate of substantial completion from the architect and a letter or certificate from the City that all permits for the Work have been closed without any deficiencies) as shall be required to establish to the City's satisfaction that the Work has been properly completed and is not subject to any violations or uncorrected conditions noted or filed in any City department;

(b) The Grantee shall submit to the City a proper contractor's final affidavit and full and complete releases of liens from each contractor, subcontractor and supplier, or other proof satisfactory to the City, confirming that final payment has been made for all materials supplied and labor furnished in connection with the Work; and

(c) The Work shall have been finally completed in all respects in accordance with the Project Plans and Specifications, as verified by a final inspection report satisfactory to the City, certifying that the Work has been constructed in a good and workmanlike manner and is in satisfactory condition. In the event the City determines that there is a deficiency with the Work, the City reserves the right to require that an escrow be established in an amount satisfactory to the City to remedy such deficiency.

5.2 Change Orders. No material amendment shall be made to the Project Plans and Specifications or the Construction Documents executed in connection with the Work **nor shall any material change orders be made by Grantee thereunder without the prior written consent of the City.** IF THERE IS NO PRIOR WRITTEN CONSENT BY THE CITY, THERE SHALL BE NO REIMBURSEMENT FOR THE CHANGE ORDER.

5.3 Subcontractors. The Grantee agrees that it will not engage or continue to employ, or permit any of its general contractors to engage or continue to employ, any contractor, subcontractor or materialman or any other third party who may be reasonably objectionable to the City. If requested by the City, the Grantee shall deliver to the City a fully executed copy of each of the agreements between the Grantee and such third parties and between any such general contractor and any contractor, subcontractor or materialman or any other third party, each of which shall be in form and substance reasonably satisfactory to the City. The City's approval of a construction contract is specifically conditioned upon the following: (a) the total contract price thereof does not exceed the fair and reasonable cost of the Work to be performed thereunder and (b) the contractor or

subcontractor is of recognized standing in the trade, has a reputation for complying with contractual obligations and is otherwise reasonably acceptable to the City.

5.4 Liens and Lien Waivers. The Grantee shall take all action necessary to have any mechanic's and materialmen's liens, judgment liens or other liens or encumbrances filed against any real property contemplated by this Agreement released or transferred to bond within ten (10) days of the date the Grantee receives notice of the filing of such liens or encumbrances. If any such lien or encumbrance is filed, the City shall not be required to make any Disbursements (as defined herein) until it is bonded over or removed and a copy of the recorded release thereof is received and accepted by the City. The City shall not be obligated to disburse any funds to Grantee if, in the opinion of the City, any Disbursement, real property contemplated by this Agreement would be subject to a mechanic's or materialmen's lien or any other lien or encumbrance other than inchoate construction liens. The Grantee shall be fully and solely responsible for compliance in all respects whatsoever with the applicable mechanic's and materialmen's lien laws.

5.5 Authority of City to Monitor Compliance. During all periods of design and construction of the Work, the Grantee shall permit the Executive Director of OED or his/her designated personnel, to monitor compliance by the Grantee with the provisions of this Agreement and any Construction Documents. During the period of construction of the Work and with prior notice to the Grantee, representatives of the City shall have the right of access to the Grantee's records and employees, as they relate to the Work, during normal business hours.

5.6 Construction and Operation Management. Except as otherwise expressly provided herein, the Grantee shall have discretion and control, free from interference, interruption or disturbance, in all matters relating to the management, development, redevelopment, construction and operation of the Work, provided that the same shall, in any event, conform to and comply with the terms and conditions set forth in this Agreement, the Construction Documents, and all applicable and governing federal, state and local laws, rules, regulations and policies (including without limitation, applicable zoning, subdivision, building and fire codes). The Grantee's discretion, control and authority with respect thereto shall include, without limitation, the following matters:

(a) The construction and design of the Work, subject to the express terms and conditions of this Agreement;

(b) The selection, approval, hiring and discharge of engineers, architects, contractors, subcontractors, professionals and other third parties (collectively, the "Vendors") on such terms and conditions as the Grantee deems appropriate; provided however, that to the extent that the City furnishes to Grantee the names and identities of Jacksonville-based vendors, and to the extent that the Grantee has the need to enter into contracts with vendors outside of persons employed by Grantee or companies affiliated with or controlled by the Grantee, then the Grantee agrees to include all such Jacksonville-based vendors in the process established by the Grantee for obtaining bids for any of the Work;

(c) The negotiation and execution of contracts, agreements, and other documents with third parties, in form and substance satisfactory to Grantee; and

(d) The preparation of such budgets, cost estimates, financial projections, statements, information and reports as Grantee deems appropriate.

ARTICLE VI Disbursements

6.1 Maximum Amount. Provided that the Grantee has performed all obligations of the Grantee then due and subject to compliance by the Grantee with the terms and conditions of this Agreement, the City shall make one (1) lump sum disbursement (the, "*Disbursement*") to Grantee for the Eligible Grant Expenditures within the Work as set forth on Exhibit C, up to the maximum amount of the MCGP Grant in accordance with the Eligible Grant Expenditures and Approved Disbursement Schedule attached hereto as Exhibit H. Prior to entering into the Agreement and at the time of Disbursement, the Grantee must hold a current occupational license to do business in the City of Jacksonville and the Property must be located in the Renew Arlington CRA and must be in compliance with all existing applicable city and state codes, regulations and permitting requirements.

6.2 Disbursement Procedures. The sole lump sum Disbursement shall be made from upon written application of the Grantee pursuant to a Disbursement Request. The Grantee shall submit the Disbursement Request to the City after the Work Completion Date. The Disbursement Request shall constitute a representation and warranty by the Grantee to the City that (a) the work performed, satisfied all permitting requirements and the materials supplied as of the date thereof are in accordance with the Construction Documents, this Agreement, (b) the work and materials for which payment is requested have been physically incorporated into the Work, (c) the value is as stated, (d) the work and materials conform with all applicable rules and regulations of the public authorities having jurisdiction, (e) payment for the items described in such Disbursement Request has been made by the Grantee, (f) such Disbursement Request is consistent with this Agreement, and (g) no Event of Default or event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing.

6.3 Requests for Disbursement. For the sole lump sum Disbursement, the Grantee shall submit to the City a completed written disbursement request (the, "*Disbursement Request*") on a copy of the Disbursement Request Form attached hereto as Exhibit I. In the Disbursement Request, the Grantee shall certify and describe in detail reasonably acceptable to the City (a) the cost of the labor that has been performed and the materials that have been incorporated into the Work, (b) the amount actually paid by the Grantee for such labor and materials and (c) the amount that the Grantee is seeking pursuant to the Disbursement Request. The Grantee shall attach to the Disbursement Request such invoices, receipts, cancelled checks (or evidence that payment has cleared grantee's banking account), and other documents required by the City evidencing that the costs and expenses were actually incurred and paid for by the Grantee and were expended on and pertain to the Work.

6.4 Inspection. Upon receiving the Disbursement Request, the City staff shall determine (a) whether the work completed as of the date of such Disbursement Request has been done satisfactorily and in accordance with the Construction Documents, and this Agreement, and (b) whether the costs actually incurred is a part of the Work to be performed under this Agreement. All inspections by or on behalf of the City shall be solely for the benefit of the City, and Grantee shall have no right to claim any loss or damage against the City or the City inspector arising from any alleged (x) negligence in or failure to perform such inspections, (y) failure to monitor Disbursements or the progress or quality of construction or (z) failure to otherwise properly administer the Grant.

6.5 Conditions to Disbursements.

6.5.1 General Conditions. Notwithstanding anything to the contrary in this Agreement, the City shall have no obligation to make the Disbursement (a) unless and until the City is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such Disbursement has been satisfied or (b) if an Event of Default or an event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default, has occurred or is continuing.

6.5.2 Conditions to the Disbursement. The obligation of the City to make the Disbursement is conditioned upon the occurrence of each of the following:

(a) The Grantee shall have provided to the City, in form and substance satisfactory to the City, evidence that the Grantee applied for and obtained all governmental approvals and consents required for the construction of the Work and has Substantially Completed the same;

(b) The Grantee shall have submitted to the City a Disbursement Request pursuant to Section 6.3 hereof;

(c) The Grantee shall have provided to the City, in form and substance satisfactory to the City, each document, certificate and instrument required from Grantee under this Agreement;

(d) The Work shall have received a satisfactory inspection from the City;

(e) The Grantee shall have provided to the City, in form and substance satisfactory to the City, any such other document, instrument, information, agreement or certificate the City may require; and

(f) The Grantee shall have completed each of the Projects Completion Conditions set forth in Section 5.1 hereof.

6.5.3 No Warranty by the City. Nothing contained in this Agreement or any other document attached hereto or contemplated hereby shall constitute or create any duty on or warranty by the City regarding: (a) the accuracy or reasonableness of the Project Budget; (b) the feasibility or quality of the Construction Documents; (c) the proper

application by the Grantee of the MCGP Grant Funds; (d) the quality or condition of the Work; or (e) the competence or qualifications of any third party furnishing services, labor or materials in connection with the construction of the Work. The Grantee acknowledges that the Grantee has not relied and will not rely upon any experience, awareness or expertise of the City, or the City's inspector, regarding the aforesaid matters.

ARTICLE VII
Term and Termination

7.1 Term. This Agreement shall be effective for the period beginning on the Effective Date and shall terminate One (1) year following the date of final inspection and acceptance by the City, unless terminated sooner pursuant to the provisions hereunder (the "*Term*").

7.2 Events of Default; Termination.

7.2.1 Events of Default. The occurrence of any one or more of the following events prior to the expiration of the Term shall constitute an "*Event of Default*" hereunder:

(a) Failure to perform or observe any material term, agreement, covenant or condition of this Agreement or any of the agreements or other instruments attached hereto as Exhibits, which such default continues for ten (10) business days after written notice thereof; provided that, if such failure cannot be reasonably cured within ten (10) business days, no Event of Default shall be deemed to occur so long as the defaulting party has commenced and is diligently implementing a cure within such ten (10) business day period and pursues such cure to a timely conclusion.

(b) A violation of any applicable and governing federal, state or local law, rule, regulation or policy with respect to the subject matter hereof.

(c) Any representation or warranty contained in this Agreement or any other agreement between the Grantee and the City of Jacksonville, shall be false or misleading in any material respect.

(d) The application by Grantee for, or consent to, the appointment of a receiver, trustee, liquidator or custodian (or similar official) of its or all or a substantial part of its assets, or if any party shall be unable or admit in writing its inability to pay its debts as they mature, make a general assignment for the benefit of creditors, be adjudicated a bankrupt or insolvent, file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or any arrangement with creditors or agrees to take advantage of any insolvency law, file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding or if any corporate action shall be taken by it for any purpose of effecting any of the foregoing, or if any order, judgment or decree shall be entered by a court of competent jurisdiction approving a petition seeking reorganization or appointing a receiver, trustee, liquidator or custodian (or other similar official) of any party hereto or of all or a substantial part of its

assets, and such other judgment or decree shall continue unstayed and in effect for a period of thirty (30) consecutive days.

(e) An event of default of the Grantee under any other agreement or transaction between the Grantee and the City of Jacksonville.

7.2.2 Termination upon Event of Default. Upon the occurrence of an Event of Default, the non-defaulting party, at its sole and absolute election, may terminate this Agreement and exercise all rights and remedies it may have at law or in equity. Additionally, each party shall have the right to prosecute any proceedings at law or in equity against any defaulting party hereto, or any other person, violating or attempting to violate or defaulting upon any of the provisions contained in this Agreement, and to recover damages for any such violation or default. Such rights shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a party under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

7.2.3 No Waiver. Failure on the part of the City to notify the Grantee of a default shall not be deemed to be a waiver by the City as to its rights on such default of the Grantee and shall not be deemed to be a waiver of the City's right to notify the Grantee of such default at a subsequent time, and such a notice shall have the same effect as if promptly made.

ARTICLE VIII Records

8.1 Maintenance, Retention and Examination of Records. In addition to the audit provisions set forth in this Article and elsewhere in this Agreement, the Grantee shall, and the Grantee shall require and cause each of its general contractors, subcontractors, materialmen, laborers and other persons performing Work to, (a) maintain and retain all books, records, papers and other documentation or evidence pertaining to costs or expenses incurred in construction or furtherance of the Work throughout the Term of this Agreement and for a period of five (5) years thereafter and (b) make available to the City, and permit the City to examine, inspect and have access to, at all reasonable times during the Term of this Agreement and for a period of five (5) years thereafter, such books, records, papers and other documentation or evidence. This covenant applies at every local and corporate office of the Grantee and each of its general contractors, subcontractors, materialmen, laborers and other persons performing Work in any way.

8.2 Prohibited Use. The Grantee shall not use any portion of the MCGP Grant Funds to pay for any costs or expenses associated with the reporting requirements, financial or otherwise, set forth in this Article or elsewhere in this Agreement.

ARTICLE IX
Indemnification

9.1 The Grantee shall act as an independent contractor, and not as an employee, agent, partner, joint venturer, representative or associate of the City, in operating the aforementioned services set forth in this Agreement. The Grantee shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this Agreement.

9.2 The Grantee shall, and shall cause its subsidiaries, and subcontractors of any tier (collectively the "*Indemnifying Parties*") to, hold harmless, indemnify, and defend the City and its current and past officers, directors, members, representatives, affiliates, agents, employees, successors and assigns (collectively the "*Indemnified Parties*") against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and cost and expense of whatsoever kind or nature (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties, arising directly or indirectly out of:

(a) Any of the Grantee's operations, work or services performed in connection with this Agreement or the Work including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to or destruction of any property; or

(b) any act, error or omission, recklessness or intentionally wrongful conduct on the part of the Grantee, its employees, representatives, agents, affiliates or assigns, regardless of where the damage, injury or death occurred.

In event that any provision in this Section 9.2 shall be deemed to be in violation of Section 725.06 and 725.08, Florida Statutes, such provision shall be modified to be in compliance with Section 725.06 and 725.08, Florida Statutes.

This Article IX shall survive the term of the Agreement and any holdover and/or contract extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement. To the extent an Indemnifying Party exercises its rights under this Section 9.2, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Party of the applicable claim or liability, and (2) allow the Indemnified Party to participate in the litigation of such claim or liability (at Indemnified Party's expense) to protect its interests. Each Indemnified Party will cooperate in the investigation, defense and settlement of claims and liabilities that are subject to indemnification hereunder, and each Party will obtain the prior written approval of the other Party before entering into any settlement of such claim or liability, which consent shall not be unreasonably withheld, delayed or conditioned.

ARTICLE X

Representations and Warranties by Grantee

Without limiting the representations, warranties and covenants of Grantee set forth elsewhere in this Agreement, as a material inducement for the City to enter into this Agreement, the Grantee represents and warrants to the City (and unless otherwise specified, such representations, warranties and covenants are true as of the Effective Date and shall continue and be effective during the Term of this Agreement as if continuously reiterated) that:

10.1 The Grantee is a limited liability company duly organized and formed and validly existing under the laws of the State of Florida and authorized to conduct business and in good standing in the State of Florida.

10.2 The Grantee has full power and authority to execute and deliver this Agreement and all documents contemplated hereby, and perform its obligations arising hereunder and thereunder.

10.3 The individual signing on behalf of the Grantee has full power and authority to do so.

10.4 The making, execution and delivery of this Agreement and performance of all obligations hereunder by the Grantee have been duly authorized and approved by the shareholders, members, partners, or Board of Directors of the Grantee (as the case may be).

10.5 This Agreement and all documents contemplated hereby each constitute a legal, valid and binding obligation of the Grantee, enforceable in accordance with their respective terms, assuming execution of the same by the City.

10.6 This Agreement and all documents contemplated hereby do not and will not contravene any provision of the governing documents of the Grantee, any judgment, order, decree, writ or injunction to which the Grantee is bound, or any provision of any applicable law or regulation to which the Grantee is bound. The execution and delivery of this Agreement and all documents contemplated hereby, and performance of its obligations hereunder and thereunder will not result in a breach of or constitute a default under any agreement or require the consent from any third party.

10.7 The Grantee and each of its general contractors, subcontractors, materialmen, laborers and other persons performing Work hold all necessary licenses, permits and authorizations required by all applicable governmental agencies and authorities as a condition to conduct business in the State of Florida and to work on the Work.

10.8 The Grantee has not employed or retained any third party having a relationship with the City to solicit or secure this Agreement and has not paid or agreed or promised to pay any such person any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

10.9 The Grantee has obtained or will obtain for the construction of the Work the Governmental Approvals, and all Governmental Approvals are or will be final, unappealed, and unappealable, and remain in full force and effect without restriction or modification.

10.10 No notice of taking by eminent domain or condemnation of any part of the Property has been received, and the Grantee has no knowledge that any such proceeding is contemplated with respect to the Work.

10.11 The Property is in good standing with the City and has no outstanding liens or violations of existing City, state or federal building codes and regulations and permitting requirements.

10.12 All property taxes for the Property that are due and owing have been paid in full.

10.13 No portion of the Work has commenced.

10.14 The statements and representations set forth in the MCGP Application Form attached hereto as Exhibit J are true and correct.

ARTICLE XI

Miscellaneous Provisions

11.1 Amendment. This Agreement shall not be amended or modified in any way except by an instrument in writing executed by both parties hereto.

11.2 Notices. All notices to be given hereunder shall be in writing and personally delivered or sent facsimile, by registered or certified mail, return receipt requested, or delivered by a courier service utilizing return receipts, to the party at the following addresses and such notice shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail, if sent by registered or certified mail, the date actually received if sent by personal delivery or courier service, or the date shown on the facsimile transmission receipt if sent by facsimile.

To City: Karen Nasrallah
Redevelopment Manager
City of Jacksonville
Office of Economic Development
117 West Duval Street, Suite 275
Jacksonville, Florida 32202

With Copy to: City of Jacksonville
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attention: Government Operations Department

To Grantee: 903 UNIVERSITY BLVD LLC
7563 Philips Highway
Suite 208
Jacksonville, Florida 32256
Attention: _____

11.3 TIME IS OF THE ESSENCE. TIME IS OF THE ESSENCE in the performance by any party of its obligations hereunder. If any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays and legal holidays shall not be considered business days.

11.4 Waiver. No waiver of any term of or obligation pursuant to this Agreement may occur or be enforced unless it is signed by both parties hereto. The failure or delay by either party in asserting any of its rights or remedies as to any default hereunder shall not constitute a waiver of such default or any other default or of related rights or remedies.

11.5 Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

11.6 Severability. Except as expressly provided to the contrary herein, each section, part, term or provision of this Agreement shall be considered severable, and, if for any reason, any section, part, term or provision herein is determined to be invalid, contrary to or in conflict with any existing or future law, rule or regulation by a court or governmental agency having competent jurisdiction, such determination shall not impair the operation of or have any other affect on the remaining sections, parts, terms or provisions of this Agreement, which shall continue to be given full force and effect and bind the parties hereto, and such invalid sections, parts, terms or provisions shall deemed to be not a part of this Agreement.

11.7 Independent Contractor. The parties hereto acknowledge and agree that the Grantee shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, representative or associate of the City. The Grantee shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this Agreement.

11.8 No Third Party Beneficiaries. This Agreement and the rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the parties hereto. This Agreement is for the sole and exclusive benefit of the parties hereto, and no third party is intended to or shall have any rights or benefits hereunder.

11.9 Venue; Applicable Law. The Grantee acknowledges, consents and agrees that all legal actions or proceedings arising out of or related to this Agreement shall lie

exclusively in a state or federal court in Duval County, Florida. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

11.10 Non-Discrimination. In conformity with the requirements of Section 126 Part 4, Jacksonville Ordinance Code, the Grantee represents and warrants to the City that Grantee has adopted and will maintain a policy of nondiscrimination, as defined by such ordinance, throughout the Term of this Agreement. The Grantee agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records by the Executive Director or his designee for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; provided, that the Grantee shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the date of this Agreement. The Grantee agrees that, if any of the obligations of this contract are to be performed by a subcontractor, the provisions of subsections (a) and (b) of Section 126.404, Jacksonville Ordinance Code, shall be incorporated into and become a part of the subcontract.

11.11 Further Assurances. The Grantee shall, on request of the City, (a) promptly correct any defect, error or omission in this Agreement; (b) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of this Agreement.

11.12 Construction. Unless otherwise expressly provided herein, in the event of a conflict between any provisions of this Agreement and any Exhibit attached to or referenced in this Agreement, the provisions of this Agreement shall govern to the extent of such conflict. All parties acknowledge and agree that they have had meaningful input into the terms and conditions contained in this Agreement. The Grantee acknowledges that it has had ample time to review this Agreement and related documents with counsel of its choice. Should any provision of this Agreement require judicial interpretation, there shall be no presumption that the terms hereof shall be more strictly construed against either party.

11.13 Headings. Captions and headings in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

11.14 Conflict of Interest. The parties hereto shall follow the provisions of Section 126.112, Jacksonville Ordinance Code, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same.

11.15 Survival. All representations, warranties, indemnities and other covenants set forth herein shall be deemed continuing in nature and shall survive the expiration or early termination of this Agreement.

11.16 Conformity to Applicable Laws. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and policies as the same exist and

as may be amended from time to time, including, but not limited to, the “Public Records Law”, Chapter 119, Florida Statutes, and Section 286.011, Florida Statutes. If any of the obligations of this Agreement are to be performed by a subcontractor of Grantee, the Grantee shall incorporate the provisions of this section into and shall become a part of the subcontract.

11.17 Ethics. The Grantee represents and warrants to the City that Grantee has received, reviewed, understands, is familiar with and will comply with the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, Jacksonville Ordinance Code, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, Jacksonville Ordinance Code.

11.18 Public Entity Crimes Notice. The parties hereto acknowledge and agree that a person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contractor with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of Thirty Five Thousand Dollars (\$35,000) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

11.19 Assignment. This Agreement and the rights and obligations herein may not be assigned, in whole or part, by either party without the prior written approval of both parties.

11.20 Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. A counterpart delivered by electronic means such as pdf file shall be valid for all purposes.

11.21 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, representations, agreements and understandings, oral or written, between them with respect to such subject matter.

11.22 Exhibits. The Exhibits attached to this Agreement are all incorporated herein by reference.

11.23 JSEB Use. The Grantee shall strive to use, or cause its contractors to use, Jacksonville Small Emerging Businesses, as defined in Section 126.608, Ordinance Code for the City of Jacksonville, for twenty percent (20%) of the Work, as measured by the Eligible Grant Expenditures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

903 UNIVERSITY BLVD LLC, a Florida limited liability company

By: **HOOSE HOMES AND INVESTMENTS, LLC**, a Florida limited liability company, as Manager

By: _____
Print Name: Alexander Sifakis
Title: Manager

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this ____ day of _____, 2021, by Alexander Sifakis, as Manager of HOOSE HOMES AND INVESTMENTS, LLC, the sole Manager of 903 UNIVERSITY BLVD LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

{NOTARY SEAL}

Notary Public, State and County Aforesaid
Printed Name: _____
Commission No.: _____
My Commission Expires: _____

ATTEST:

CITY OF JACKSONVILLE, a
Florida municipal corporation

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry, Mayor

Encumbrance and funding information for internal City use:

Account or PO Number:

Amount: \$_____

This above-stated amount is the maximum fixed monetary amount of the foregoing Agreement. It shall not be encumbered by the foregoing Agreement. It shall be encumbered by one (1) or more subsequently issued purchase orders(s) that must reference the foregoing Agreement. All financial examinations and funds that control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e) of the City of Jacksonville *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement; provided, however, that this certification is not nor shall it be interpreted as an encumbrance of funding under this Agreement. Actual encumbrance(s) shall be made by subsequent purchase order(s).

Director of Finance
City Contract #_____

FORM APPROVED:

By: _____
Office of General Counsel

GC-#1435152-v2-College_Park_MCGP_Agreement_-_Arlington_CRA_-_Fencing.DOCX

LIST OF EXHIBITS

<u>Exhibit A</u>	Property
<u>Exhibit B</u>	Map Showing CRA boundary area
<u>Exhibit C</u>	Work Description
<u>Exhibit D</u>	Project Plans and Specifications
<u>Exhibit E</u>	Project Budget
<u>Exhibit F</u>	Project Performance Schedule
<u>Exhibit G</u>	Eligible Grant Expenditures
<u>Exhibit H</u>	Approved Disbursement Schedule
<u>Exhibit I</u>	Disbursement Request Form
<u>Exhibit J</u>	MCRG Application Form
<u>Exhibit K</u>	MCGP Guidelines

EXHIBIT A

Property

[SEE ATTACHED.]

EXHIBIT A
PROPERTY LEGAL AND BOUNDARY

EXHIBIT 1
COLLEGE PARK PUD
LEGAL DESCRIPTION

{SURVEYOR'S DESCRIPTION)

A PORTION OF LOTS 5 AND 6, HANSON'S SUBDIVISION OF THE JOHNS. SAMMIS TRACT, F. RICHARD GRANT, SECTION 41, TOWNSHIP 2 SOUTH, RANGE 27 EAST, AS DESCRIBED IN DEED BOOK "M", PAGE 696, OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, ALSO BEING THE SAME AS THOSE LANDS AS DESCRIBED IN DEED 1706, PAGE 367, DEED BOOK 1706, PAGE 369 AND OFFICIAL RECORDS BOOK 471, PAGE 41 ALL OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, LESS AND EXCEPT THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 18579, PAGE 351 AND OFFICIAL RECORDS BOOK 10677, PAGE 358 OF SAID CURRENT PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

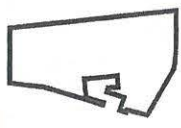
FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD (STATE ROAD 109), BEING A VARIABLE WIDTH RIGHT OF WAY WITH THE NORTHERLY RIGHT OF WAY LINE OF ARLINGTON EXPRESSWAY (STATE ROAD 115), BEING A VARIABLE WIDTH RIGHT OF WAY; THENCE NORTHEASTERLY ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, THE FOLLOWING 3 COURSES AND DISTANCES; COURSE 1) THENCE NORTH 13°42'40" EAST, A DISTANCE OF 175.10 FEET TO AN ANGLE POINT; COURSE 2) THENCE NORTH 73°00'11" WEST, A DISTANCE OF 19.91 FEET TO AN ANGLE POINT; COURSE 3) THENCE NORTH 16°59'49" EAST, A DISTANCE OF 54.64 FEET TO THE MOST WESTERLY CORNER OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 10677, PAGE 358 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 73°00'11" EAST, ALONG THE SOUTHWESTERLY LINE THEREOF, A DISTANCE OF 110.00 FEET TO THE MOST SOUTHERLY CORNER THEREOF; THENCE NORTH 16°59'49" EAST, ALONG THE SOUTHEASTERLY LINE THEREOF, A DISTANCE OF 149.84 FEET TO A POINT ON A SOUTHWESTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 18579, PAGE 351, OF SAID CURRENT PUBLIC RECORDS; THENCE ALONG THE BOUNDARY OF LAST SAID LANDS, THE FOLLOWING 7 COURSES AND DISTANCES; COURSE 1) THENCE SOUTH 72°58'36" EAST, A DISTANCE OF 28.96 FEET; COURSE 2) THENCE NORTH 85°39'27" EAST, A DISTANCE OF 4.36 FEET; COURSE 3) THENCE SOUTH 05°14'40" EAST, A DISTANCE OF 90.00 FEET; COURSE 4) THENCE NORTH 84°45'20" EAST, A DISTANCE OF 90.00 FEET TO THE SOUTHEAST CORNER THEREOF; COURSE 5) THENCE NORTH 05°14'40' WEST, ALONG THE EAST LINE THEREOF, A DISTANCE OF 269.95 FEET TO THE NORTHEAST CORNER THEREOF; COURSE 6) THENCE SOUTH 84°49'18" WEST, ALONG THE NORTH LINE THEREOF, A DISTANCE OF 149.26 FEET TO THE NORTHWEST CORNER THEREOF; COURSE 7) THENCE SOUTH 16°59'49" WEST, A DISTANCE OF 145.82 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 10677, PAGE 358; THENCE NORTH 72°58'36" WEST, ALONG LAST SAID LINE, A DISTANCE OF 20.00 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD; THENCE NORTH 16°59'49" EAST, ALONG LAST SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 510.20 FEET TO AN ANGLE POINT;

THENCE NORTH 06°23'54" EAST, CONTINUING ALONG LAST SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 267.29 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF HARRIS STREET, BEING A 50 FOOT RIGHT OF WAY; THENCE SOUTH 89°58'14" EAST, ALONG LAST SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 444.37 FEET TO THE NORTHEAST CORNER OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 471, PAGE 41, OF SAID CURRENT PUBLIC RECORDS, ALSO BEING THE NORTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 10294, PAGE 1311, OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 06°04'00" EAST, ALONG THE WEST LINE OF LAST SAID LANDS AND ALONG THE WEST LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 18027, PAGE 1484 AND ALONG THE EAST LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 471, PAGE 41 AND DEED BOOK 1706, PAGE 367, ALL OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 897.30 FEET; THENCE SOUTH 05°11'54" EAST, ALONG THE EAST LINE OF LAST SAID LANDS AND ALONG THE EAST LINE OF SAID LANDS AS DESCRIBED IN DEED BOOK 1706, PAGE 369 AND ALONG THE WEST LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 18027, PAGE 1484, ALL OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 470.01 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF ARLINGTON EXPRESSWAY; THENCE WESTERLY ALONG LAST SAID NORTHERLY RIGHT OF WAY LINE, THE FOLLOWING 4 COURSES AND DISTANCES; COURSE 1) THENCE SOUTH 89°45'45" WEST, A DISTANCE OF 265.60 FEET; COURSE 2) THENCE NORTH 83°23'36" WEST, A DISTANCE OF 201.56 FEET; COURSE 3) THENCE NORTH 63°45'44" WEST, A DISTANCE OF 111.83 FEET; COURSE 4) THENCE NORTH 59°21'44" WEST, A DISTANCE OF 321.76 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 18.28 ACRES, MORE OR LESS.



Kimley»Horn
Expect More. Experience Better.



Legend
Project Site

COLLEGE PARK PUD
VICINITY MAP

EXHIBIT B
PARCEL WITHIN CRA BOUNDARY



EXHIBIT C

WORK DESCRIPTION

MCGP FENCING

COMPLIANCE

College Park will use the Renew Arlington Mandatory compliance Grant Program with respect to fencing to bring its site up to compliance with the City of Jacksonville Code of Ordinance, specifically section 656.399 – Subpart S. Renew Arlington Zoning Overlay. A 100’ fence is required on the South East corner of the site running North to obstruct the view of the site loading area from the Arlington Expressway. Another fence is required near the North end of the property to obstruct view of the loading area from Harris Ave.

HARD COSTS

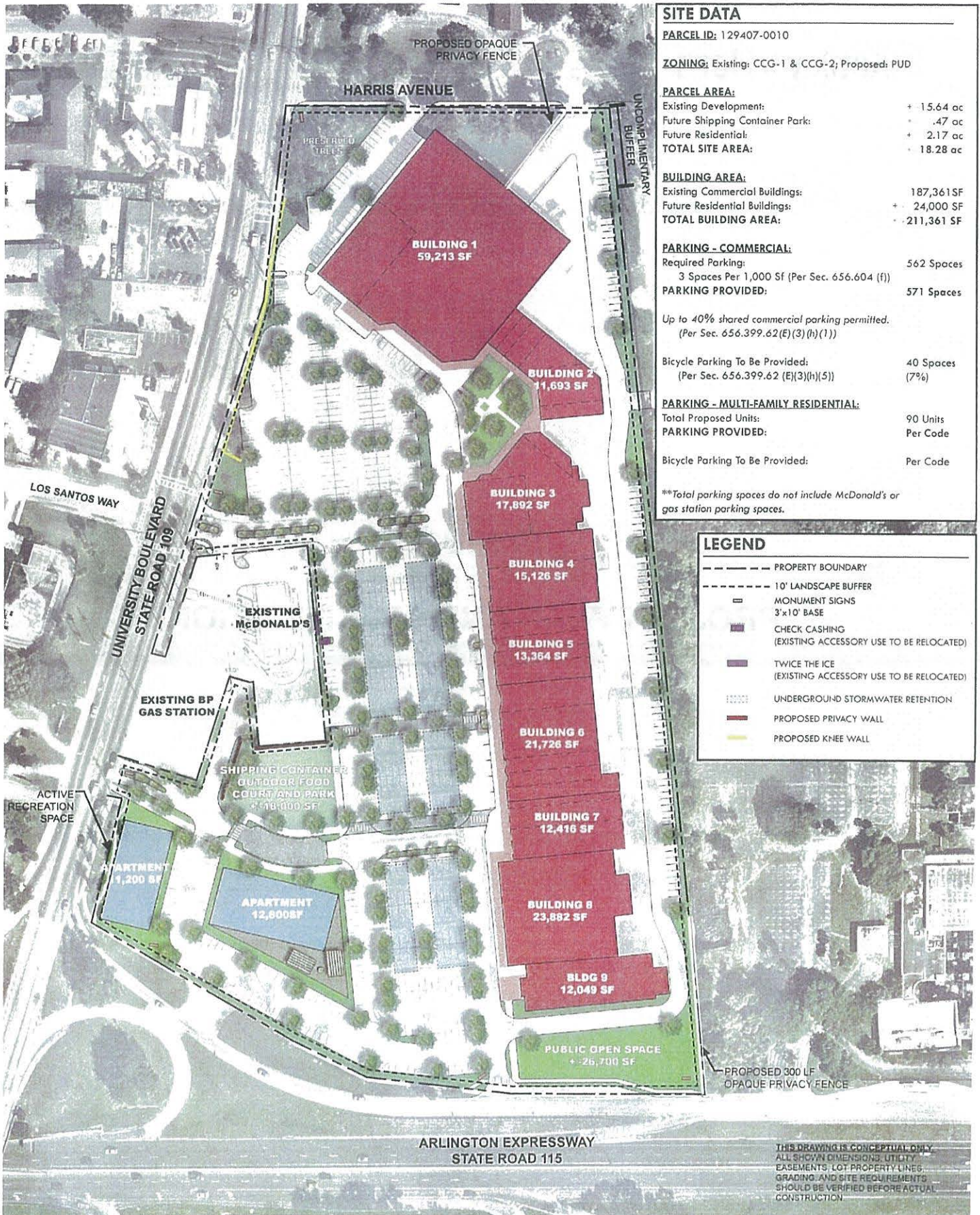
The College Park MCGP Application is requesting reimbursement for the removal of the existing chainlink fence and replace with a 6’-high opaque, white, vinyl fence.

The hard costs for the fencing include 480 LF removal of chain link as shown on site plan, 480 LF construct new 6 opaque vinyl, and 670 LF elastomeric paint on existing chain link fence.

SOFT COSTS

All landscaping improvements will require design and permitting through the COJ 10-set. This grant will be used to reimburse all design and permitting coordination for the civil engineering and landscape architecture required to receive grant and site work approval. JWB Real Estate Capital has contracted with Kimley-Horn to create a conceptual site plan for the purpose of the grant, and design and lead the project through permitting.

EXHIBIT D
PROJECT PLAN AND SPECIFICATIONS



SITE DATA

PARCEL ID: 129407-0010

ZONING: Existing: CCG-1 & CCG-2; Proposed: PUD

PARCEL AREA:

Existing Development:	+ 15.64 ac
Future Shipping Container Park:	+ .47 ac
Future Residential:	+ 2.17 ac
TOTAL SITE AREA:	+ 18.28 ac

BUILDING AREA:

Existing Commercial Buildings:	187,361 SF
Future Residential Buildings:	+ 24,000 SF
TOTAL BUILDING AREA:	+ 211,361 SF

PARKING - COMMERCIAL:

Required Parking: 562 Spaces
3 Spaces Per 1,000 SF (Per Sec. 656.604 (f))

PARKING PROVIDED: 571 Spaces

*Up to 40% shared commercial parking permitted.
(Per Sec. 656.399.62(E)(3)(h)(1))*

Bicycle Parking To Be Provided: 40 Spaces (7%)
(Per Sec. 656.399.62 (E)(3)(h)(5))

PARKING - MULTI-FAMILY RESIDENTIAL:

Total Proposed Units: 90 Units

PARKING PROVIDED: Per Code

Bicycle Parking To Be Provided: Per Code

****Total parking spaces do not include McDonald's or gas station parking spaces.**

LEGEND

- PROPERTY BOUNDARY
- 10' LANDSCAPE BUFFER
- MONUMENT SIGNS
3'x10' BASE
- CHECK CASHING
(EXISTING ACCESSORY USE TO BE RELOCATED)
- TWICE THE ICE
(EXISTING ACCESSORY USE TO BE RELOCATED)
- UNDERGROUND STORMWATER RETENTION
- PROPOSED PRIVACY WALL
- PROPOSED KNEE WALL

THIS DRAWING IS CONCEPTUAL ONLY.
ALL SHOWN DIMENSIONS, UTILITY
EASEMENTS, LOT PROPERTY LINES,
GRADING, AND SITE REQUIREMENTS
SHOULD BE VERIFIED BEFORE ACTUAL
CONSTRUCTION.

EXHIBIT E
PROJECT BUDGET

EXHIBIT F
PROJECT PERFORMANCE SCHEDULE

Fencing MCGP Timeline

Task	
January 1, 2021	COJ 10-Set 1 st Round Submission
June 8, 2021	PUD City Council Approval / Adoption
July 12, 2021	Sitework Scope Bid Award
July 16, 2021	Anticipated 10-Set Approval
August 24, 2021	Civil Infrastructure & Site Development Begins
September 15, 2021	30% Site Construction
November 1, 2021	60% Site Construction
December 6, 2021	100% Site Construction Completion

EXHIBIT G
ELIGIBLE GRANT EXPENDITURES

Fencing Eligible Grant Expenditures	
Fencing Installation/Replacement	\$12,570
Fencing Removal	\$1,930
Total Fencing Grant Expenditures	\$14,500

EXHIBIT H

**Approved Disbursement Schedule
(One Lump Sum Distribution)**

Funds shall be disbursed to Grantee Thirty (30) days after notification and documentation, satisfactory to the City, of (1) the completion of all Work listed in **Exhibit C** relating to the Eligible Activity shown in **Exhibit G** is provided to the City and a paid invoice from the General Contractor has been provided to the City; (2) a disbursement request form, **Exhibit I** is completed and submitted to, and approved by, the City, and (3) the satisfaction of all other conditions to the Disbursement. Disbursements will be made for each Eligible Activity completed on the Completion Date. If some Eligible Activities are not completed on the Disbursement date, the Grantee is not entitled to any other disbursements and waives and forfeits the right to further disbursements after the lump sum Disbursement.

EXHIBIT I

Disbursement Request Form

Name: _____
Address: _____
Phone: _____
Tax ID #: _____

Date Submitted: _____

Disbursements will be provided based on 100% Substantial Completion of the Eligible Activities listed on Exhibit G and full payment of the Total Project Budget Amount shown on Exhibit G. Once the project is 100% Substantially Complete, a final inspection by the City must be performed.

GRANTEE PAYMENT REQUEST

Property

All Eligible Activities shown on Exhibit G are 100% Complete and if not, which Eligible Activities are 100 % Complete

Address: _____

Total Project Budget Cost for each Eligible Activity Completed:
\$ _____

Amount Requested: \$ _____

Grantee: _____

Grantee: I hereby request an inspection to receive the sole lump sum Disbursement for the amount of \$_____. I certify that I have Substantially Completed the necessary work to justify this request in accordance with the Agreement and that all bills incurred for labor used and materials furnished in making said repairs and improvements have been paid in full to this date.

Attached is a description of the work completed, the amount of payment requested by work item and such invoices, receipts, cancelled checks (or evidence that payment has cleared Grantee's banking account), and other documents required by the City evidencing that the costs and expenses were actually incurred and paid for by the Grantee and were expended on and pertain to the Work. Grantee hereby waives and forfeits the right to further any further disbursements related to or arising out of the Work or the Eligible Activities.

Grantee Signature: _____ Date: _____

EXHIBIT J
MCBG Application Form

[ATTACH COMPLETED APPLICATION FORM.]

**Renew Arlington Mandatory Compliance Grant Program
FENCING APPLICATION**

Funding is subject to availability and offered solely on a reimbursement basis.

(Please type or print legibly.)

I. APPLICANT INFORMATION OWNER TENANT

Name College Park C/O Alex Sifakis Title President

Address 7563 Philips Highway, Bldg 100

City Jacksonville State FL Zip Code 32256

Phone Number 904-677-6777 Alternate Number _____

II. BUSINESS INFORMATION

Name College Park EIN# 84-2583199

Owner's Name 903 University Blvd, LLC

Property Address 903 University Blvd, 903-957

City Jacksonville State FL Zip Code 32216

Phone Number 904-677-6777 E-mail alex@jwbcompanies.com Website www.jwbrealestatecapital.com

APPLICATION REQUIREMENTS:

Application requirements are stated in the Renew Arlington Mandatory Compliance Grant Program (MCGP) Guidelines.

BUSINESS LOCATED IN THE RENEW ARLINGTON CRA: Yes No

TYPE OF LEGAL ENTITY:

Sole Proprietorship Partnership/Joint Venture Corporation Limited Liability Corporation

STATE OF INCORPORATION (if applicable) FL

DATE COMPANY ESTABLISHED 7/26/2019 **NUMBER OF YEARS IN BUSINESS** _____

HAVE YOU USED THIS PROGRAM ON OTHER PROPERTIES WITHIN THE RENEW ARLINGTON CRA? Yes No

If yes, state the program utilized and the address of the project: _____

III. PROJECT INFORMATION

Project Start Date _____ Project End Date _____

Please specify costs for work items as categorized below. Please submit two quotes from two different vendors for itemized work to be completed.

Fencing (City will fund for removal and replacement as stated in the MCGP Guidelines) A rendering with site plan illustrating fence location is required.

Eligible Activity		Description of Improvements	Amount
Fencing Installation/Replacement	<input type="radio"/>	See CP Arlington Review Package	\$ 12570
Fencing Removal	<input type="radio"/>	See CP Arlington Review Package	\$ 1930
Other	<input type="radio"/>		\$
Total Project Cost			\$14,500.00

IV. SIGNATURES AND PUBLIC INFORMATION DISCLOSURE

Please read the following questions and statements below. Please sign the application form in order for it to be processed. If there are any questions, please call the Office of Economic Development at 255-5449. If you answer "yes" to a question, then furnish details in the space below. Include dates, location, sentences, whether misdemeanor or felony, dates of parole/probation, unpaid fines or penalties, name(s) under which charged, and any other pertinent information. An arrest or conviction record will not necessarily disqualify you; however, an untruthful answer will cause your application to be denied.

- 1) Are you presently subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction? Yes No
- 2) Have you been arrested in the past six months for any criminal offense? Yes No
- 3) For any criminal offense – other than a minor vehicle violation – have you ever: a) been convicted; b) plead guilty; c) plead nolo contendere; d) been placed on pretrial diversion; or e) been placed on any form of parole or probation (including probation before judgment)? Yes No

The undersigned warrants that the information contained in this application (and any supplemental information) is, to the best of my knowledge, true and correct. The undersigned further understands that the use of this information is only for consideration of the Renew Arlington Mandatory Compliance Grant Program. I acknowledge that I have received, read and will comply with the guidelines of this program. The undersigned grants authorization to verify any answers contained herein.

If the Grant is approved, the undersigned warrants that they have the matching funds available to complete the project as envisioned in the application. The undersigned understands and agrees that all information furnished in connection with this application for the Renew Arlington Mandatory Compliance Grant Program involves the use of public funds as such may be made public pursuant to the statutes of the United States of America, the State of Florida and the City of Jacksonville, Florida.

Revised June 3, 2020

Applicant/Business Owner Signature  Date 4/5/2021

Print Name Alex Sifakis, Managing Member

Applicant/Business Owner Signature _____ Date _____

Print Name _____

Property Owner Signature _____ Date _____

Print Name _____

Unless the property owner is the applicant, the notarized Owner's Affidavit of Consent must be completed as follows:

OWNER'S AFFIDAVIT OF CONSENT
State of Florida
County of Duval

Before me, the undersigned authority, this day personally appeared

Who, duly sworn, upon oath, deposes and says:

1. That he is the duly authorized representative of owner requesting approval of the MCGP for the property described below.
2. That all owners that he represents have given their full and complete permission for him to act in their behalf for the above stated request.
3. That the following description set forth in this document is made a part of this affidavit and contains the current names, mailing addresses and legal descriptions for the real property, of which he is the owner or representative.
4. That I acknowledge the applicant's request for funding to make alterations to the property and understand that improvements must be in compliance with the Zoning Overlay and recommendations may be made by the City's departments when appropriate, in connection with this funding request.
5. I understand that I must enter into an executed legal Agreement with the City with terms before project commencement. I, therefore, give my consent to the project described in this application.

Further Affiant sayeth not.

Signature _____

PROPERTY DESCRIPTION

The property is located at 902 University Boulevard, Jacksonville, Florida (the "Site" or "Property"). The Site consists of approximately 18 acres. The proposed project will consist of a phased mix-use development.

RENEW ARLINGTON MANDATORY COMPLIANCE GRANT PROGRAM
PAGE 4 OF 4

This project will bring the site into compliance with the current City of Jacksonville Code of Ordinance with improvements to landscaping, fencing and signage.

PROPERTY ADDRESS

903-957 University Blvd N

Jacksonville, FL 32211

Sworn to and Subscribed before me

This _____ day of _____ 20_____

Notary Public, State of Florida at Large .

My Commission Expires: _____

EXHIBIT K
MCGP Guidelines



ONE CITY ONE JACKSONVILLE.

RENEW ARLINGTON COMMUNITY REDEVELOPMENT AREA ZONING OVERLAY MANDATORY COMPLIANCE GRANT PROGRAM FOR FENCING, SIGNS AND LANDSCAPING/LANDSCAPE BUFFERS GOALS, POLICIES AND GUIDELINES

Objective

The objective of the Renew Arlington Overlay Mandatory Compliance Grant Program ("MCGP") is to rejuvenate an area of commercial development by providing nonresidential, commercial or retail renovation funding assistance in the form of Grants for existing, eligible nonresidential Applicants located within the Renew Arlington Community Redevelopment Area ("RA CRA"). "Applicants" may be the property owner or another entity that is designated by the property owner to request the Grant and receive the reimbursement.

The Grant will be provided, on a reimbursement basis only, to those Applicants within the RA CRA boundary, whose property will be deemed out of compliance with the requirements of the Renew Arlington Zoning Overlay, as approved per Ordinance 2019-239-E. The grant is designed to aid those Applicants whose property was not in compliance as of July 1, 2019 with the Zoning Overlay elements of fencing, signage, and landscaping/landscape buffers.

The intent of this program is to enhance the Community Redevelopment Area's unique aesthetics and appearance; improve property values; promote an environment that is visually appealing and safe for vehicular, bicycle and pedestrian traffic; and promote appropriate redevelopment of existing properties.

The Grant will cover 100 percent of the awarded allowance or the actual cost, whichever is less, under each category. Project costs exceeding the awarded allowance will be funded by the Applicant.

Goals

The goals for the program are to:

- Support renovations to help in reducing blight and attract reinvestment;
- Create positive momentum toward community redevelopment;
- Offset potential costs related to compliance with the Renew Arlington Zoning Overlay creating access to funding for existing Applicants within the Renew Arlington CRA boundary.

Policies for Utilization of Grant Funds

All site improvements must comply with all applicable city codes and ordinances, as well as state and federal regulations (if applicable). Work must follow permitted plans and specifications and shall be completed within one year (365 days) from the execution date of the Grant Agreement ("Agreement"). The Applicant is required to ensure that all applicable licenses and permits are obtained, including all permits required by the City of Jacksonville's Planning and Development Department.

Applicants will be required to execute an Agreement and other documents as necessary prior to commencement. The Grant will be funded upon completion of the project, review of supporting documentation, and verification of compliance with the terms of the Agreement. However, Agreements for projects that appear to be inactive will expire on May 1, 2025.

In addition to the above policies, applicant's project will be subject to the following:

- Applicants to be assisted must be located within the Renew Arlington CRA boundary. A boundary map is attached as Exhibit 1.
- Applicants receiving grant funds must be in compliance with all existing applicable city and state codes, regulations and permitting requirements as a prerequisite to entering into an Agreement.
- Funds are intended to be utilized to reimburse the Applicants for eligible expenses associated with the project as outlined in the Agreement to be signed by and between the City and grant recipient.
- All property taxes on the project site must be paid and current.
- There should be no contractor liens, no outstanding liens (other than mortgages), and no outstanding code violations at the project address at the time of application and at the time that the request for reimbursement is submitted.
- When an entity owns multiple properties that are attached structures, it is preferred that the grant(s) funding be shared between these properties for a unified improvement plan. The attached Applicant will be encouraged to create a unified plan for the property and apply for one grant per category of fencing, signs and landscaping/landscape buffers.
- A signed Agreement for funding assistance must be executed by the Office of Economic Development and the Applicant prior to the commencement of any work to be covered under this program. No grants will be awarded retroactively.
- In certain unique circumstances, a site configuration may dictate that compliance cannot be met using the constraints of the maximum awarded allowance. OED staff is authorized to approve amounts that exceed the maximum awarded allowance by up to 20%. In circumstances where the Grant amount exceeds 20% of the maximum awarded allowance, review and approval will be required by the Renew Arlington Agency Board.
- Mandatory Compliance Grant Agreements that exceed \$100,000 will require approval by the Renew Arlington Agency Board.
- All Applicants will be required to complete separate Grant Agreements for each category of fencing, signs and landscape/landscape buffers.
- Applicant may be subject to a background check.
- The Renew Arlington Design Review (RADR) process for reviewing MCGP projects is provided in Chapter 656 (Zoning Code), Ordinance Code; Part 3, Subpart S (Renew Arlington Zoning Overlay) and as illustrated in the program flow chart attached as Exhibit 2.

NOTE: The City will not be responsible in any manner for the selection of a contractor. The Applicant should pursue all activities necessary to determine contractor qualifications, quality of workmanship, and reputation. The Applicant will bear full responsibility for reviewing the competence and abilities of prospective contractors and secure proof of their licensing and insurance coverage.

Application Preparation

The Renew Arlington Overlay MCGP will work in conjunction with Chapter 656 (Zoning Code), Ordinance Code; Part 3, Subpart S (Renew Arlington Zoning Overlay), which will provide the Applicant with a consolidated review process for obtaining project approvals and permits. Therefore, grant program Applicants should be prepared to submit their grant application in a phased manner. The phased approach for submittal to the Office of Economic Development (OED) is as follows:

Initial Application

1. A completed and signed application (both property owner and Applicant if applicable)
2. Valid Applicant identification
3. A copy of the property tax bill/documentation to confirm property taxes are current and documentation to confirm ownership of the property

4. Unless the property owner is the applicant, the notarized Owner's Affidavit of Consent from the property owner authorizing the construction and improvements
5. A boundary survey
6. Aerial photograph (Google Maps) including the subject parcel and surrounding parcels

OED Staff/Applicant Collaboration

When the requirements of the Initial Application have been fulfilled, the Applicant will work with OED staff to create the schematic site design of the proposed improvements.

Final Documentation

1. A final site plan as submitted by the Applicant.
2. A detailed written description of the removal and the improvements and two (2) cost estimates from a licensed and registered design professional or contractor. Each bid should separately break out the costs for removal from the rest of the costs.
3. If impervious areas are to be added, relocated or rebuilt, the Applicant must provide a topographical survey
4. A project schedule and estimated date of completion
5. Other reasonable information as requested by OED.

Program Parameters

Funds provided through this program must be used for fencing, signs and landscaping/landscape buffers of nonresidential properties that are within the boundary of the Renew Arlington CRA. The project must be in compliance with the Renew Arlington Zoning Overlay and must be approved by the Office of Economic Development.

At the time of application, a Grant will not be awarded solely for repairs or improvements if there are already cited code violations at the property requiring corrective actions. In no event will a grant be awarded to only meet the required improvements associated with the proffers of a Conditional Rezoning, the conditions of a Conditional Use Permit, or the requirements of a Special Exception.

Grant Projects that fall within the five year amortization as stated in the Zoning Overlay will qualify for a Mandatory Compliance Grant. After May 1, 2025, properties will be deemed out of compliance and the property owner will no longer be eligible to apply for grant funding.

If a MCGP application(s) has been received and approved prior to the May 1, 2025 deadline and funding has not been appropriated, the application(s) will be honored and a time extension will be granted until such funding becomes available.

Legal Entity

The Applicant, which will be the entity receiving the grant funds, may be either an individual or another legal entity such as a sole proprietorship, a partnership, or a corporation. In some cases, the owner of the property may be different than the Applicant for the grant in which case the entity or person that will be reimbursed for the expense of the project must be identified, and if not an individual, then in good standing with the Florida Secretary of State, Division of Corporations.

Permits

Upon completion of the work specified in the Grant Agreement, proof of City final inspection will be required before Grant funding is disbursed.

Legislative Guidelines

All funding to Applicant(s) receiving Renew Arlington Mandatory Compliance Grant Program will be administered by the Office of Economic Development in accordance with the terms of the Agreement by and between the Applicant and the City of Jacksonville.

Extension

An extension may be considered as part of the Agreement or on a case by case basis. OED has the authority to extend a contract no later than May 1, 2025, unless the Agreement was delayed due to availability of funds.

FENCING COMPLIANCE GRANT GUIDELINES

Funds provided through this program can be used to assist the Applicant in meeting the terms of the Renew Arlington Zoning Overlay. The project must be in compliance with the Renew Arlington Zoning Overlay, must be a nonresidential property, and must be approved by the Office of Economic Development prior to commencement of the project. The Grant will cover 100 percent of the costs for the amount stated in the Agreement. Project costs exceeding the awarded allowance will be funded by the Applicant.

Grant funds may be used by the Applicant for the following renovations:

Fencing

1. Fencing must adhere to the Renew Arlington Zoning Overlay and must be designed according to the criteria.
2. Fencing along the right of way shall be composed of wood, stone, masonry, pre-cast concrete, cast stone, vinyl or metal (in wrought iron style).
3. Chain link fence may be used, if not adjacent to a residential use, on the side (if not on a corner lot) and rear property lines, and shall be vinyl coated in black or green color.

The maximum grant amount will be determined after the final phase of the grant application process, which will include installation and material costs of the fencing. Project costs exceeding the awarded allowance for varying fence types and installation will be funded by the Applicant.

Grant funds may only be utilized for fencing as stated in Chapter 656 (Zoning Code), Ordinance Code; Part 3, Subpart S(Renew Arlington Zoning Overlay), the Renew Arlington Zoning Overlay. Reimbursement will be provided for the total cost or the awarded allowance, whichever is less.

The awarded allowance for fencing shall not exceed \$22.00 per linear foot. The linear foot requirement will be established by the City approved site plan.

If an existing fence must be removed in order for the Applicant to come into compliance with the Renew Arlington Zoning Overlay, the MCGP will reimburse the removal cost in addition to the awarded allowance. The Applicant must submit at least two bids to OED. OED may authorize the amount of the lowest bid or require the Applicant to get a third bid. Each bid should separately break out the costs of removal from the rest of the costs.

SIGNAGE COMPLIANCE GRANT GUIDELINES

Funds provided through this program can be used to assist the Applicant in meeting the terms of the Renew Arlington Zoning Overlay. The project must be in compliance with the Renew Arlington Zoning Overlay, must be a nonresidential property, and must be approved by the Office of Economic Development prior to commencement of the project. The Grant will cover 100 percent of the amount stated in the Agreement. Project costs exceeding the awarded allowance will be funded by the Applicant.

Grant funds may be used by the Applicant for the following renovations:

Signage (Only Free-Standing)

- This grant can only be utilized for removal and replacement of existing signage deemed out of compliance with the Renew Arlington Zoning Overlay.
- Exterior free-standing signs must be in compliance with the City of Jacksonville's sign ordinance, the Renew Arlington Zoning Overlay and must be designed according to the criteria. (Interior and wall signs are not included in this Mandatory Compliance Grant.)
- One (1) identify freestanding sign per lot per street frontage, provided they are located no closer than 200 feet apart (as measured in the Zoning Code); size determined as follows:

Parcel Size	Max Area per Side (sq. ft.)	Max Height (ft.)	Max Allowance \$175.00 per sq. ft.
Less than 1 acre	36	12	\$6,300.00
1 acre to 3 acres	50	12	\$8,750.00
Greater than 3 acres to 5 acres	75	18	\$13,125.00
Greater than 5 acres	200*	35	\$35,000.00

*100 sq. ft. for properties located in the Arlington Road Area

- One (1) additional identity sign shall be permitted if the parcel's road frontage equals or exceeds 500 linear feet, provided signs are located no closer than 200 feet apart (as measured in the Zoning Code).

The maximum grant amount will be determined based on the parcel size. Project costs exceeding the maximum allowance will be funded by the Applicant.

Grant funds may only be utilized for signage as stated in Chapter 656 (Zoning Code), Ordinance Code; Part 3, Subpart S(Renew Arlington Zoning Overlay), the Renew Arlington Zoning Overlay. Reimbursement will be provided for the total cost or the maximum grant amount, whichever is less.

The existing sign must be removed in order for the Applicant to come into compliance with the Renew Arlington Zoning Overlay. The MCGP will reimburse the removal cost of the existing sign in addition to the awarded allowance for the replacement sign. The Applicant must submit at least two bids to OED. OED may authorize the amount of the lowest bid or require the Applicant to get a third bid. Each bid should separately break out the costs of removal from the rest of the costs.

LANDSCAPE/LANDSCAPE BUFFER COMPLIANCE GRANT GUIDELINES

Funds provided through this program can be used to assist the Applicant in meeting the terms of the Renew Arlington Zoning Overlay. The project must be in compliance with the Renew Arlington Zoning Overlay, must be a nonresidential property, and must be approved by the Office of Economic Development prior to commencement of the project. The Grant will cover 100 percent of the costs for the landscaping design as shown in the Agreement. Project costs exceeding the Agreement will be funded by the Applicant.

Grant funds may be used by the Applicant for the following renovations:

Landscaping/Landscaped Buffers

Landscaping and tree protection shall be provided in accordance with Part 12 of the Zoning Code with the following additional and superseding provisions:

University Village and Catalyst Character Areas

1. A minimum five-foot landscape buffer shall be provided along the boundary of all non-residential Vehicle Use Areas (VUAs) abutting public right-of-way. No more than 25 % of the landscaped area may be grass or mulch; the balance shall be landscaped with trees, shrubs or ground covers.

University Commercial, Arlington Road and Merrill Commercial Character Areas

1. A minimum four-foot landscape buffer shall be provided along the boundary of all non-residential VUAs abutting public right-of-way. No more than 25 % of the landscaped area may be grass or mulch the balance shall be landscaped with trees, shrubs or ground covers.

Grant funds may only be utilized for landscaping as stated in Chapter 656 (Zoning Code), Ordinance Code; Part 3, Subpart S(Renew Arlington Zoning Overlay), the Renew Arlington Zoning Overlay. The approval process will be in accordance with the as illustrated in the program flow chart attached as **Exhibit 2**. The Applicant must submit at least two bids to OED. OED may authorize the amount of the lowest bid or require the Applicant to get a third bid. The Mandatory Compliance Grant amount will be determined based on approval of bids and stated within the executed Agreement. Reimbursement will be provided for the actual documented cost of the project or the stated amount in the Agreement, whichever is less.

MANDATORY COMPLIANCE GRANT PROGRAM AGREEMENT

THIS MANDATORY COMPLIANCE GRANT PROGRAM AGREEMENT (“Agreement”), is made and is effective as of _____, 2021 (the “Effective Date”), by and between the **CITY OF JACKSONVILLE**, a political subdivision and municipal corporation of the State of Florida (the “City”), the **OFFICE OF ECONOMIC DEVELOPMENT**, a community redevelopment agency (“OED”), and **903 UNIVERSITY BLVD LLC**, a Florida limited liability company (the “Grantee”)

RECITALS:

WHEREAS, pursuant to Ordinance 2015-738-E, the City of Jacksonville adopted a Community Redevelopment Plan (the “Plan”) for the Renew Arlington Redevelopment area, and declared the City Council to be the Board of the newly formed Renew Arlington Community Redevelopment Agency (“RA/CRA”); and

WHEREAS, Ordinance 2015-738-E also created a Renew Arlington Community Redevelopment Agency Advisory Board (“RA/CRA Advisory Board”); and

WHEREAS, the Plan identified a need for a zoning overlay for the Renew Arlington Community Redevelopment Area (the “CRA”); and

WHEREAS, City Council approved 2019-239-E establishing the Renew Arlington Zoning Overlay (the “Zoning Overlay”) for nonresidential properties within the CRA which requires mandatory compliance with regulations for signage, fencing and landscape/landscape buffers in all Character Areas, and

WHEREAS, the RA/CRA approved the Renew Arlington Mandatory Compliance Grant Program (“MCGP”) for certain property within the CRA pursuant to Resolution RA/CRA-2020-01, finding that the MCGP is in compliance with, and furthers the purposes and objectives of the Renew Arlington CRA Redevelopment Plan; and

WHEREAS, Grantee owns or leases certain real property described on Exhibit A attached hereto (the “Property”) which is located in the CRA as shown on the map attached hereto as Exhibit B;

WHEREAS, the Grantee has applied to the City to receive certain MCGP grant funds to construct and install signage, fencing, and landscaping/landscaping buffers located on the Property to attract more customers, help increase Grantee’s business revenue and come into compliance with Chapter 656, Part 3, Subpart S, as promulgated by Ordinance 2019-239-E; and

WHEREAS, the City has agreed to grant such funds to the Grantee on a reimbursement basis after Grantee has paid for the Work and subject to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

ARTICLE I

Incorporation of Recitals; Definitions

1.1 The parties hereto acknowledge and agree that the recitals above are correct and incorporated herein by this reference.

1.2 All capitalized terms shall have the meanings given to them in this Agreement; including, but not limited to, the capitalized terms defined below:

(a) “*Construction Documents*” shall mean the Project Drawings (also referred to herein as Project Plans and Specifications) along with any modifications thereto;

(b) “*Disbursement Request Form*” shall mean the disbursement request form attached hereto as **Exhibit I**;

(c) “*Eligible Activities*” shall mean the eligible activities set forth on **Exhibit G**;

(d) “*Eligible Grant Expenditures*” shall mean the eligible grant expenditures set forth on **Exhibit G**;

(e) “*Governmental Approvals*” shall mean all necessary approvals and consents from all governmental or quasi-governmental authorities having jurisdiction over the Work, including, but not limited to, street openings or closings, zoning and use and occupancy permits, sewer permits, environmental permits and approvals, building permits, highway occupancy permits, subdivision and land development approvals, and approvals of fire underwriters;

(f) “*Grant Documents*” shall mean all documents executed and delivered in connection with this Agreement;

(g) “*MCGP Application Form*” shall mean the Mandatory Compliance Grant Program Application form attached hereto as **Exhibit J**;

(h) “*MCGP Grant*” or “*MCGP Grant Funds*” shall mean the Mandatory Compliance Grant Program grant monies disbursed in an amount not to exceed the lesser of (i) One Million Fifty Six Thousand Seven Hundred Twelve and NO/100 Dollars (\$1,056,712.00) which amount is equal to the Eligible Grant Expenditures, and (ii) the actual out of pocket cost of the Work incurred by Grantee as submitted on the Disbursement Request Form.

(i) “*MCGP Guidelines*” shall mean the guidelines attached hereto as **Exhibit K**;

(j) “*OED*” shall mean the Office of Economic Development of the City.

(k) “*Project Performance Schedule*” shall mean the performance schedule contained on Exhibit F attached hereto;

(l) “*Project Plans and Specifications*” shall mean the project drawings and specifications contained on Exhibit D attached hereto;

(m) “*Project Budget*” shall mean the project budget contained on Exhibit E attached hereto.

(n) “*Substantial Completion*” “*Substantially Completed*” or “*Completion*” means that all conditions set forth in Section 5.1 of this Agreement have been satisfied, all permits have been finalized, a certificate of substantial completion (if applicable) has been issued by the contractor and verified by the architect of record, and the applicable improvements are otherwise complete and available for use in accordance with their intended purpose subject to commercially reasonable punch list and similar items.

(o) “*Work*” shall mean the scope of work to be performed by Grantee hereunder described on Exhibit C attached hereto as further described and limited pursuant to the Eligible Activities and the Eligible Grant Expenditures.

ARTICLE II
The MCGP Grant

2.1 Grant. Subject to the terms and conditions set forth in this Agreement, City agrees to make the MCGP Grant to Grantee and to disburse the MCGP Grant to Grantee. Grantee acknowledges and agrees that the MCGP Grant shall be disbursed on a reimbursement basis only subject to the disbursement requirements in Article VI herein. In no event shall the City be required to advance any or all of the MCGP Grant to Grantee. The City’s maximum indebtedness to the Grantee under this Agreement shall be \$1,056,712. The MCGP Grant shall be used by the Grantee solely for the purpose of reimbursing Grantee for Grantee’s previous payment of the Work.

2.2 Scope of Work. The Grantee agrees to perform the Work in accordance with the Project Plans and Specifications, Project Performance Schedule and Project Budget. If any services, functions, or responsibilities not specifically set forth in this Agreement are necessary for the proper performance of the Work, then such services, functions and responsibilities shall be deemed implied by and included within the Work.

2.3 Refund and Return of MCGP Grant Funds; Reimbursement of Collection Costs.

2.3.1 No Entitlement to MCGP Grant Funds. In the event the Grantee receives any portion of the MCGP Grant to which it is not entitled as of the date of disbursement of the same, whether by accident or otherwise, then such funds shall automatically revert to the City, and the Grantee shall immediately refund and return all such funds to the City without demand or further notice.

2.3.2 Misuse of MCGP Grant Funds. In the event the Grantee expends any portion of the MCGP Grant in a manner inconsistent with the terms of this Agreement or any applicable and governing federal, state or local law, rule regulation or policy, then that shall constitute an immediate event of default hereunder and, in addition to all other remedies of the City, the Grantee shall immediately refund and return all of the MCGP Grant to the City without demand or further notice.

2.3.3 Reimbursement of Collection Costs. The Grantee shall reimburse the City for all costs, expenses and fees, including attorneys' fees and court costs, incurred or expended by the City in connection with any collection efforts to recover any funds due to the City pursuant to this Agreement.

ARTICLE III

Use of MCGP Grant Funds; Other Requirements

3.1 Use of MCGP Grant Funds. The Grantee shall expend the MCGP Grant Funds solely and exclusively for the Work, which shall be constructed on the Property in the CRA. The Grantee shall not expend or otherwise use any of the MCGP Grant Funds for any other purpose without the prior written consent of the City, which consent may be withheld in the City's sole discretion.

3.2 Compliance with the MCGP Guidelines and Applicable Federal, State and Local Laws, Rules, Regulations and Policies. Grantee must comply with the MCGP Guidelines, all of which are incorporated herein by reference. The Project Plans and Specifications shall be approved by the City prior to the commencement of the Work. The Grantee shall use the MCGP Grant Funds in a manner consistent with all applicable and governing federal, state and local laws, rules, regulations and policies, and any subsequent amendment thereto, during the Term of this Agreement. The Grantee acknowledges and agrees that the Grantee has reviewed, understands and is familiar with all such applicable and governing federal, state and local laws, rules, regulations and policies.

3.3 Compliance with the Special Terms and Conditions. In addition to the requirements, limitations and restrictions set forth elsewhere in this Agreement, the Grantee shall strictly follow and comply with the terms and conditions related to the Eligible Grant Expenditures.

ARTICLE IV

Project Performance Schedule

4.1 The Grantee and the City have jointly established the Project Performance Schedule. The Grantee shall timely perform its obligations set forth on the Project

Performance Schedule. The Project Performance Schedule shall not be modified without the prior written consent of the City, which consent may be withheld in its sole discretion.

ARTICLE V
Completion of Work

5.1 Completion of the Work. The Grantee shall Substantially Complete construction of the Work by no later than 365 days from the Effective Date of this Agreement (the "*Work Completion Date*"). For purposes of this Agreement, Completion of the Work shall be deemed to have occurred only when the following conditions (the "*Project Completion Conditions*") shall have been satisfied:

(a) The Grantee shall furnish to the City a certificate of occupancy or its equivalent (if available in the jurisdiction) or such other permits and/or certificates (including a certificate of substantial completion from the architect and a letter or certificate from the City that all permits for the Work have been closed without any deficiencies) as shall be required to establish to the City's satisfaction that the Work has been properly completed and is not subject to any violations or uncorrected conditions noted or filed in any City department;

(b) The Grantee shall submit to the City a proper contractor's final affidavit and full and complete releases of liens from each contractor, subcontractor and supplier, or other proof satisfactory to the City, confirming that final payment has been made for all materials supplied and labor furnished in connection with the Work; and

(c) The Work shall have been finally completed in all respects in accordance with the Project Plans and Specifications, as verified by a final inspection report satisfactory to the City, certifying that the Work has been constructed in a good and workmanlike manner and is in satisfactory condition. In the event the City determines that there is a deficiency with the Work, the City reserves the right to require that an escrow be established in an amount satisfactory to the City to remedy such deficiency.

5.2 Change Orders. No material amendment shall be made to the Project Plans and Specifications or the Construction Documents executed in connection with the Work **nor shall any material change orders be made by Grantee thereunder without the prior written consent of the City.** IF THERE IS NO PRIOR WRITTEN CONSENT BY THE CITY, THERE SHALL BE NO REIMBURSEMENT FOR THE CHANGE ORDER.

5.3 Subcontractors. The Grantee agrees that it will not engage or continue to employ, or permit any of its general contractors to engage or continue to employ, any contractor, subcontractor or materialman or any other third party who may be reasonably objectionable to the City. If requested by the City, the Grantee shall deliver to the City a fully executed copy of each of the agreements between the Grantee and such third parties and between any such general contractor and any contractor, subcontractor or materialman or any other third party, each of which shall be in form and substance reasonably satisfactory to the City. The City's approval of a construction contract is specifically conditioned upon the following: (a) the total contract price thereof does not exceed the fair and reasonable cost of the Work to be performed thereunder and (b) the contractor or

subcontractor is of recognized standing in the trade, has a reputation for complying with contractual obligations and is otherwise reasonably acceptable to the City.

5.4 Liens and Lien Waivers. The Grantee shall take all action necessary to have any mechanic's and materialmen's liens, judgment liens or other liens or encumbrances filed against any real property contemplated by this Agreement released or transferred to bond within ten (10) days of the date the Grantee receives notice of the filing of such liens or encumbrances. If any such lien or encumbrance is filed, the City shall not be required to make any Disbursements (as defined herein) until it is bonded over or removed and a copy of the recorded release thereof is received and accepted by the City. The City shall not be obligated to disburse any funds to Grantee if, in the opinion of the City, any Disbursement, real property contemplated by this Agreement would be subject to a mechanic's or materialmen's lien or any other lien or encumbrance other than inchoate construction liens. The Grantee shall be fully and solely responsible for compliance in all respects whatsoever with the applicable mechanic's and materialmen's lien laws.

5.5 Authority of City to Monitor Compliance. During all periods of design and construction of the Work, the Grantee shall permit the Executive Director of OED or his/her designated personnel, to monitor compliance by the Grantee with the provisions of this Agreement and any Construction Documents. During the period of construction of the Work and with prior notice to the Grantee, representatives of the City shall have the right of access to the Grantee's records and employees, as they relate to the Work, during normal business hours.

5.6 Construction and Operation Management. Except as otherwise expressly provided herein, the Grantee shall have discretion and control, free from interference, interruption or disturbance, in all matters relating to the management, development, redevelopment, construction and operation of the Work, provided that the same shall, in any event, conform to and comply with the terms and conditions set forth in this Agreement, the Construction Documents, and all applicable and governing federal, state and local laws, rules, regulations and policies (including without limitation, applicable zoning, subdivision, building and fire codes). The Grantee's discretion, control and authority with respect thereto shall include, without limitation, the following matters:

(a) The construction and design of the Work, subject to the express terms and conditions of this Agreement;

(b) The selection, approval, hiring and discharge of engineers, architects, contractors, subcontractors, professionals and other third parties (collectively, the "Vendors") on such terms and conditions as the Grantee deems appropriate; provided however, that to the extent that the City furnishes to Grantee the names and identities of Jacksonville-based vendors, and to the extent that the Grantee has the need to enter into contracts with vendors outside of persons employed by Grantee or companies affiliated with or controlled by the Grantee, then the Grantee agrees to include all such Jacksonville-based vendors in the process established by the Grantee for obtaining bids for any of the Work;

(c) The negotiation and execution of contracts, agreements, and other documents with third parties, in form and substance satisfactory to Grantee; and

(d) The preparation of such budgets, cost estimates, financial projections, statements, information and reports as Grantee deems appropriate.

ARTICLE VI Disbursements

6.1 Maximum Amount. Provided that the Grantee has performed all obligations of the Grantee then due and subject to compliance by the Grantee with the terms and conditions of this Agreement, the City shall make one (1) lump sum disbursement (the, "*Disbursement*") to Grantee for the Eligible Grant Expenditures within the Work as set forth on Exhibit C, up to the maximum amount of the MCGP Grant in accordance with the Eligible Grant Expenditures and Approved Disbursement Schedule attached hereto as Exhibit H. Prior to entering into the Agreement and at the time of Disbursement, the Grantee must hold a current occupational license to do business in the City of Jacksonville and the Property must be located in the Renew Arlington CRA and must be in compliance with all existing applicable city and state codes, regulations and permitting requirements.

6.2 Disbursement Procedures. The sole lump sum Disbursement shall be made from upon written application of the Grantee pursuant to a Disbursement Request. The Grantee shall submit the Disbursement Request to the City after the Work Completion Date. The Disbursement Request shall constitute a representation and warranty by the Grantee to the City that (a) the work performed, satisfied all permitting requirements and the materials supplied as of the date thereof are in accordance with the Construction Documents, this Agreement, (b) the work and materials for which payment is requested have been physically incorporated into the Work, (c) the value is as stated, (d) the work and materials conform with all applicable rules and regulations of the public authorities having jurisdiction, (e) payment for the items described in such Disbursement Request has been made by the Grantee, (f) such Disbursement Request is consistent with this Agreement, and (g) no Event of Default or event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing.

6.3 Requests for Disbursement. For the sole lump sum Disbursement, the Grantee shall submit to the City a completed written disbursement request (the, "*Disbursement Request*") on a copy of the Disbursement Request Form attached hereto as Exhibit I. In the Disbursement Request, the Grantee shall certify and describe in detail reasonably acceptable to the City (a) the cost of the labor that has been performed and the materials that have been incorporated into the Work, (b) the amount actually paid by the Grantee for such labor and materials and (c) the amount that the Grantee is seeking pursuant to the Disbursement Request. The Grantee shall attach to the Disbursement Request such invoices, receipts, cancelled checks (or evidence that payment has cleared grantee's banking account), and other documents required by the City evidencing that the costs and expenses were actually incurred and paid for by the Grantee and were expended on and pertain to the Work.

6.4 Inspection. Upon receiving the Disbursement Request, the City staff shall determine (a) whether the work completed as of the date of such Disbursement Request has been done satisfactorily and in accordance with the Construction Documents, and this Agreement, and (b) whether the costs actually incurred is a part of the Work to be performed under this Agreement. All inspections by or on behalf of the City shall be solely for the benefit of the City, and Grantee shall have no right to claim any loss or damage against the City or the City inspector arising from any alleged (x) negligence in or failure to perform such inspections, (y) failure to monitor Disbursements or the progress or quality of construction or (z) failure to otherwise properly administer the Grant.

6.5 Conditions to Disbursements.

6.5.1 General Conditions. Notwithstanding anything to the contrary in this Agreement, the City shall have no obligation to make the Disbursement (a) unless and until the City is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such Disbursement has been satisfied or (b) if an Event of Default or an event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default, has occurred or is continuing.

6.5.2 Conditions to the Disbursement. The obligation of the City to make the Disbursement is conditioned upon the occurrence of each of the following:

(a) The Grantee shall have provided to the City, in form and substance satisfactory to the City, evidence that the Grantee applied for and obtained all governmental approvals and consents required for the construction of the Work and has Substantially Completed the same;

(b) The Grantee shall have submitted to the City a Disbursement Request pursuant to Section 6.3 hereof;

(c) The Grantee shall have provided to the City, in form and substance satisfactory to the City, each document, certificate and instrument required from Grantee under this Agreement;

(d) The Work shall have received a satisfactory inspection from the City;

(e) The Grantee shall have provided to the City, in form and substance satisfactory to the City, any such other document, instrument, information, agreement or certificate the City may require; and

(f) The Grantee shall have completed each of the Projects Completion Conditions set forth in Section 5.1 hereof.

6.5.3 No Warranty by the City. Nothing contained in this Agreement or any other document attached hereto or contemplated hereby shall constitute or create any duty on or warranty by the City regarding: (a) the accuracy or reasonableness of the Project Budget; (b) the feasibility or quality of the Construction Documents; (c) the proper

application by the Grantee of the MCGP Grant Funds; (d) the quality or condition of the Work; or (e) the competence or qualifications of any third party furnishing services, labor or materials in connection with the construction of the Work. The Grantee acknowledges that the Grantee has not relied and will not rely upon any experience, awareness or expertise of the City, or the City's inspector, regarding the aforesaid matters.

ARTICLE VII Term and Termination

7.1 Term. This Agreement shall be effective for the period beginning on the Effective Date and shall terminate One (1) year following the date of final inspection and acceptance by the City, unless terminated sooner pursuant to the provisions hereunder (the "*Term*").

7.2 Events of Default; Termination.

7.2.1 Events of Default. The occurrence of any one or more of the following events prior to the expiration of the Term shall constitute an "*Event of Default*" hereunder:

(a) Failure to perform or observe any material term, agreement, covenant or condition of this Agreement or any of the agreements or other instruments attached hereto as Exhibits, which such default continues for ten (10) business days after written notice thereof; provided that, if such failure cannot be reasonably cured within ten (10) business days, no Event of Default shall be deemed to occur so long as the defaulting party has commenced and is diligently implementing a cure within such ten (10) business day period and pursues such cure to a timely conclusion.

(b) A violation of any applicable and governing federal, state or local law, rule, regulation or policy with respect to the subject matter hereof.

(c) Any representation or warranty contained in this Agreement or any other agreement between the Grantee and the City of Jacksonville, shall be false or misleading in any material respect.

(d) The application by Grantee for, or consent to, the appointment of a receiver, trustee, liquidator or custodian (or similar official) of its or all or a substantial part of its assets, or if any party shall be unable or admit in writing its inability to pay its debts as they mature, make a general assignment for the benefit of creditors, be adjudicated a bankrupt or insolvent, file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or any arrangement with creditors or agrees to take advantage of any insolvency law, file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding or if any corporate action shall be taken by it for any purpose of effecting any of the foregoing, or if any order, judgment or decree shall be entered by a court of competent jurisdiction approving a petition seeking reorganization or appointing a receiver, trustee, liquidator or custodian (or other similar official) of any party hereto or of all or a substantial part of its

assets, and such other judgment or decree shall continue unstayed and in effect for a period of thirty (30) consecutive days.

(e) An event of default of the Grantee under any other agreement or transaction between the Grantee and the City of Jacksonville.

7.2.2 Termination upon Event of Default. Upon the occurrence of an Event of Default, the non-defaulting party, at its sole and absolute election, may terminate this Agreement and exercise all rights and remedies it may have at law or in equity. Additionally, each party shall have the right to prosecute any proceedings at law or in equity against any defaulting party hereto, or any other person, violating or attempting to violate or defaulting upon any of the provisions contained in this Agreement, and to recover damages for any such violation or default. Such rights shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a party under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

7.2.3 No Waiver. Failure on the part of the City to notify the Grantee of a default shall not be deemed to be a waiver by the City as to its rights on such default of the Grantee and shall not be deemed to be a waiver of the City's right to notify the Grantee of such default at a subsequent time, and such a notice shall have the same effect as if promptly made.

ARTICLE VIII

Records

8.1 Maintenance, Retention and Examination of Records. In addition to the audit provisions set forth in this Article and elsewhere in this Agreement, the Grantee shall, and the Grantee shall require and cause each of its general contractors, subcontractors, materialmen, laborers and other persons performing Work to, (a) maintain and retain all books, records, papers and other documentation or evidence pertaining to costs or expenses incurred in construction or furtherance of the Work throughout the Term of this Agreement and for a period of five (5) years thereafter and (b) make available to the City, and permit the City to examine, inspect and have access to, at all reasonable times during the Term of this Agreement and for a period of five (5) years thereafter, such books, records, papers and other documentation or evidence. This covenant applies at every local and corporate office of the Grantee and each of its general contractors, subcontractors, materialmen, laborers and other persons performing Work in any way.

8.2 Prohibited Use. The Grantee shall not use any portion of the MCGP Grant Funds to pay for any costs or expenses associated with the reporting requirements, financial or otherwise, set forth in this Article or elsewhere in this Agreement.

ARTICLE IX
Indemnification

9.1 The Grantee shall act as an independent contractor, and not as an employee, agent, partner, joint venturer, representative or associate of the City, in operating the aforementioned services set forth in this Agreement. The Grantee shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this Agreement.

9.2 The Grantee shall, and shall cause its subsidiaries, and subcontractors of any tier (collectively the "*Indemnifying Parties*") to, hold harmless, indemnify, and defend the City and its current and past officers, directors, members, representatives, affiliates, agents, employees, successors and assigns (collectively the "*Indemnified Parties*") against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and cost and expense of whatsoever kind or nature (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties, arising directly or indirectly out of:

(a) Any of the Grantee's operations, work or services performed in connection with this Agreement or the Work including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to or destruction of any property; or

(b) any act, error or omission, recklessness or intentionally wrongful conduct on the part of the Grantee, its employees, representatives, agents, affiliates or assigns, regardless of where the damage, injury or death occurred.

In event that any provision in this Section 9.2 shall be deemed to be in violation of Section 725.06 and 725.08, Florida Statutes, such provision shall be modified to be in compliance with Section 725.06 and 725.08, Florida Statutes.

This Article IX shall survive the term of the Agreement and any holdover and/or contract extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement. To the extent an Indemnifying Party exercises its rights under this Section 9.2, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Party of the applicable claim or liability, and (2) allow the Indemnified Party to participate in the litigation of such claim or liability (at Indemnified Party's expense) to protect its interests. Each Indemnified Party will cooperate in the investigation, defense and settlement of claims and liabilities that are subject to indemnification hereunder, and each Party will obtain the prior written approval of the other Party before entering into any settlement of such claim or liability, which consent shall not be unreasonably withheld, delayed or conditioned.

ARTICLE X

Representations and Warranties by Grantee

Without limiting the representations, warranties and covenants of Grantee set forth elsewhere in this Agreement, as a material inducement for the City to enter into this Agreement, the Grantee represents and warrants to the City (and unless otherwise specified, such representations, warranties and covenants are true as of the Effective Date and shall continue and be effective during the Term of this Agreement as if continuously reiterated) that:

10.1 The Grantee is a limited liability company duly organized and formed and validly existing under the laws of the State of Florida and authorized to conduct business and in good standing in the State of Florida.

10.2 The Grantee has full power and authority to execute and deliver this Agreement and all documents contemplated hereby, and perform its obligations arising hereunder and thereunder.

10.3 The individual signing on behalf of the Grantee has full power and authority to do so.

10.4 The making, execution and delivery of this Agreement and performance of all obligations hereunder by the Grantee have been duly authorized and approved by the shareholders, members, partners, or Board of Directors of the Grantee (as the case may be).

10.5 This Agreement and all documents contemplated hereby each constitute a legal, valid and binding obligation of the Grantee, enforceable in accordance with their respective terms, assuming execution of the same by the City.

10.6 This Agreement and all documents contemplated hereby do not and will not contravene any provision of the governing documents of the Grantee, any judgment, order, decree, writ or injunction to which the Grantee is bound, or any provision of any applicable law or regulation to which the Grantee is bound. The execution and delivery of this Agreement and all documents contemplated hereby, and performance of its obligations hereunder and thereunder will not result in a breach of or constitute a default under any agreement or require the consent from any third party.

10.7 The Grantee and each of its general contractors, subcontractors, materialmen, laborers and other persons performing Work hold all necessary licenses, permits and authorizations required by all applicable governmental agencies and authorities as a condition to conduct business in the State of Florida and to work on the Work.

10.8 The Grantee has not employed or retained any third party having a relationship with the City to solicit or secure this Agreement and has not paid or agreed or promised to pay any such person any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

10.9 The Grantee has obtained or will obtain for the construction of the Work the Governmental Approvals, and all Governmental Approvals are or will be final, unappealed, and unappealable, and remain in full force and effect without restriction or modification.

10.10 No notice of taking by eminent domain or condemnation of any part of the Property has been received, and the Grantee has no knowledge that any such proceeding is contemplated with respect to the Work.

10.11 The Property is in good standing with the City and has no outstanding liens or violations of existing City, state or federal building codes and regulations and permitting requirements.

10.12 All property taxes for the Property that are due and owing have been paid in full.

10.13 No portion of the Work has commenced.

10.14 The statements and representations set forth in the MCGP Application Form attached hereto as **Exhibit J** are true and correct.

ARTICLE XI
Miscellaneous Provisions

11.1 **Amendment.** This Agreement shall not be amended or modified in any way except by an instrument in writing executed by both parties hereto.

11.2 **Notices.** All notices to be given hereunder shall be in writing and personally delivered or sent facsimile, by registered or certified mail, return receipt requested, or delivered by a courier service utilizing return receipts, to the party at the following addresses and such notice shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail, if sent by registered or certified mail, the date actually received if sent by personal delivery or courier service, or the date shown on the facsimile transmission receipt if sent by facsimile.

To City: Karen Nasrallah
Redevelopment Manager
City of Jacksonville
Office of Economic Development
117 West Duval Street, Suite 275
Jacksonville, Florida 32202

With Copy to: City of Jacksonville
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attention: Government Operations Department

To Grantee: 903 UNIVERSITY BLVD LLC
7563 Philips Highway
Suite 208
Jacksonville, Florida 32256
Attention: _____

11.3 TIME IS OF THE ESSENCE. TIME IS OF THE ESSENCE in the performance by any party of its obligations hereunder. If any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays and legal holidays shall not be considered business days.

11.4 Waiver. No waiver of any term of or obligation pursuant to this Agreement may occur or be enforced unless it is signed by both parties hereto. The failure or delay by either party in asserting any of its rights or remedies as to any default hereunder shall not constitute a waiver of such default or any other default or of related rights or remedies.

11.5 Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

11.6 Severability. Except as expressly provided to the contrary herein, each section, part, term or provision of this Agreement shall be considered severable, and, if for any reason, any section, part, term or provision herein is determined to be invalid, contrary to or in conflict with any existing or future law, rule or regulation by a court or governmental agency having competent jurisdiction, such determination shall not impair the operation of or have any other affect on the remaining sections, parts, terms or provisions of this Agreement, which shall continue to be given full force and effect and bind the parties hereto, and such invalid sections, parts, terms or provisions shall deemed to be not a part of this Agreement.

11.7 Independent Contractor. The parties hereto acknowledge and agree that the Grantee shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, representative or associate of the City. The Grantee shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this Agreement.

11.8 No Third Party Beneficiaries. This Agreement and the rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the parties hereto. This Agreement is for the sole and exclusive benefit of the parties hereto, and no third party is intended to or shall have any rights or benefits hereunder.

11.9 Venue: Applicable Law. The Grantee acknowledges, consents and agrees that all legal actions or proceedings arising out of or related to this Agreement shall lie

exclusively in a state or federal court in Duval County, Florida. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

11.10 Non-Discrimination. In conformity with the requirements of Section 126 Part 4, Jacksonville Ordinance Code, the Grantee represents and warrants to the City that Grantee has adopted and will maintain a policy of nondiscrimination, as defined by such ordinance, throughout the Term of this Agreement. The Grantee agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records by the Executive Director or his designee for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; provided, that the Grantee shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the date of this Agreement. The Grantee agrees that, if any of the obligations of this contract are to be performed by a subcontractor, the provisions of subsections (a) and (b) of Section 126.404, Jacksonville Ordinance Code, shall be incorporated into and become a part of the subcontract.

11.11 Further Assurances. The Grantee shall, on request of the City, (a) promptly correct any defect, error or omission in this Agreement; (b) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of this Agreement.

11.12 Construction. Unless otherwise expressly provided herein, in the event of a conflict between any provisions of this Agreement and any Exhibit attached to or referenced in this Agreement, the provisions of this Agreement shall govern to the extent of such conflict. All parties acknowledge and agree that they have had meaningful input into the terms and conditions contained in this Agreement. The Grantee acknowledges that it has had ample time to review this Agreement and related documents with counsel of its choice. Should any provision of this Agreement require judicial interpretation, there shall be no presumption that the terms hereof shall be more strictly construed against either party.

11.13 Headings. Captions and headings in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

11.14 Conflict of Interest. The parties hereto shall follow the provisions of Section 126.112, Jacksonville Ordinance Code, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same.

11.15 Survival. All representations, warranties, indemnities and other covenants set forth herein shall be deemed continuing in nature and shall survive the expiration or early termination of this Agreement.

11.16 Conformity to Applicable Laws. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and policies as the same exist and

as may be amended from time to time, including, but not limited to, the “Public Records Law”, Chapter 119, Florida Statutes, and Section 286.011, Florida Statutes. If any of the obligations of this Agreement are to be performed by a subcontractor of Grantee, the Grantee shall incorporate the provisions of this section into and shall become a part of the subcontract.

11.17 Ethics. The Grantee represents and warrants to the City that Grantee has received, reviewed, understands, is familiar with and will comply with the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, Jacksonville Ordinance Code, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, Jacksonville Ordinance Code.

11.18 Public Entity Crimes Notice. The parties hereto acknowledge and agree that a person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contractor with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of Thirty Five Thousand Dollars (\$35,000) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

11.19 Assignment. This Agreement and the rights and obligations herein may not be assigned, in whole or part, by either party without the prior written approval of both parties.

11.20 Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. A counterpart delivered by electronic means such as pdf file shall be valid for all purposes.

11.21 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, representations, agreements and understandings, oral or written, between them with respect to such subject matter.

11.22 Exhibits. The Exhibits attached to this Agreement are all incorporated herein by reference.

11.23 JSEB Use. The Grantee shall strive to use, or cause its contractors to use, Jacksonville Small Emerging Businesses, as defined in Section 126.608, Ordinance Code for the City of Jacksonville, for twenty percent (20%) of the Work, as measured by the Eligible Grant Expenditures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

903 UNIVERSITY BLVD LLC, a Florida limited liability company

By: HOOSE HOMES AND INVESTMENTS, LLC, a Florida limited liability company, as Manager

By: _____
Print Name: Alexander Sifakis
Title: Manager

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this ____ day of _____, 2021, by Alexander Sifakis, as Manager of HOOSE HOMES AND INVESTMENTS, LLC, the sole Manager of 903 UNIVERSITY BLVD LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

{NOTARY SEAL}

Notary Public, State and County Aforesaid
Printed Name: _____
Commission No.: _____
My Commission Expires: _____

ATTEST:

CITY OF JACKSONVILLE, a
Florida municipal corporation

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry, Mayor

Encumbrance and funding information for internal City use:

Account or PO Number:

Amount: \$ _____

This above-stated amount is the maximum fixed monetary amount of the foregoing Agreement. It shall not be encumbered by the foregoing Agreement. It shall be encumbered by one (1) or more subsequently issued purchase orders(s) that must reference the foregoing Agreement. All financial examinations and funds that control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e) of the City of Jacksonville *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement; provided, however, that this certification is not nor shall it be interpreted as an encumbrance of funding under this Agreement. Actual encumbrance(s) shall be made by subsequent purchase order(s).

Director of Finance
City Contract # _____

FORM APPROVED:

By: _____
Office of General Counsel

GC-#1435157-v2-College_Park_MCGP_Agreement_-_Arlington_CRA_-_Landscaping.DOCX

LIST OF EXHIBITS

<u>Exhibit A</u>	Property
<u>Exhibit B</u>	Map Showing CRA boundary area
<u>Exhibit C</u>	Work Description
<u>Exhibit D</u>	Project Plans and Specifications
<u>Exhibit E</u>	Project Budget
<u>Exhibit F</u>	Project Performance Schedule
<u>Exhibit G</u>	Eligible Grant Expenditures
<u>Exhibit H</u>	Approved Disbursement Schedule
<u>Exhibit I</u>	Disbursement Request Form
<u>Exhibit J</u>	MCRG Application Form
<u>Exhibit K</u>	MCGP Guidelines

EXHIBIT A

PROPERTY LEGAL AND BOUNDARY

EXHIBIT 1
COLLEGE PARK PUD
LEGAL DESCRIPTION

{SURVEYOR'S DESCRIPTION)

A PORTION OF LOTS 5 AND 6, HANSON'S SUBDIVISION OF THE JOHNS. SAMMIS TRACT, F. RICHARD GRANT, SECTION 41, TOWNSHIP 2 SOUTH, RANGE 27 EAST, AS DESCRIBED IN DEED BOOK "M", PAGE 696, OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, ALSO BEING THE SAME AS THOSE LANDS AS DESCRIBED IN DEED 1706, PAGE 367, DEED BOOK 1706, PAGE 369 AND OFFICIAL RECORDS BOOK 471, PAGE 41 ALL OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, LESS AND EXCEPT THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 18579, PAGE 351 AND OFFICIAL RECORDS BOOK 10677, PAGE 358 OF SAID CURRENT PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD (STATE ROAD 109), BEING A VARIABLE WIDTH RIGHT OF WAY WITH THE NORTHERLY RIGHT OF WAY LINE OF ARLINGTON EXPRESSWAY (STATE ROAD 115), BEING A VARIABLE WIDTH RIGHT OF WAY; THENCE NORTHEASTERLY ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, THE FOLLOWING 3 COURSES AND DISTANCES; COURSE 1) THENCE NORTH 13°42'40" EAST, A DISTANCE OF 175.10 FEET TO AN ANGLE POINT; COURSE 2) THENCE NORTH 73°00'11" WEST, A DISTANCE OF 19.91 FEET TO AN ANGLE POINT; COURSE 3) THENCE NORTH 16°59'49" EAST, A DISTANCE OF 54.64 FEET TO THE MOST WESTERLY CORNER OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 10677, PAGE 358 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 73°00'11" EAST, ALONG THE SOUTHWESTERLY LINE THEREOF, A DISTANCE OF 110.00 FEET TO THE MOST SOUTHERLY CORNER THEREOF; THENCE NORTH 16°59'49" EAST, ALONG THE SOUTHEASTERLY LINE THEREOF, A DISTANCE OF 149.84 FEET TO A POINT ON A SOUTHWESTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 18579, PAGE 351, OF SAID CURRENT PUBLIC RECORDS; THENCE ALONG THE BOUNDARY OF LAST SAID LANDS, THE FOLLOWING 7 COURSES AND DISTANCES; COURSE 1) THENCE SOUTH 72°58'36" EAST, A DISTANCE OF 28.96 FEET; COURSE 2) THENCE NORTH 85°39'27" EAST, A DISTANCE OF 4.36 FEET; COURSE 3) THENCE SOUTH 05°14'40" EAST, A DISTANCE OF 90.00 FEET; COURSE 4) THENCE NORTH 84°45'20" EAST, A DISTANCE OF 90.00 FEET TO THE SOUTHEAST CORNER THEREOF; COURSE 5) THENCE NORTH 05°14'40" WEST, ALONG THE EAST LINE THEREOF, A DISTANCE OF 269.95 FEET TO THE NORTHEAST CORNER THEREOF; COURSE 6) THENCE SOUTH 84°49'18" WEST, ALONG THE NORTH LINE THEREOF, A DISTANCE OF 149.26 FEET TO THE NORTHWEST CORNER THEREOF; COURSE 7) THENCE SOUTH 16°59'49" WEST, A DISTANCE OF 145.82 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 10677, PAGE 358; THENCE NORTH 72°58'36" WEST, ALONG LAST SAID LINE, A DISTANCE OF 20.00 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD; THENCE NORTH 16°59'49" EAST, ALONG LAST SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 510.20 FEET TO AN ANGLE POINT;

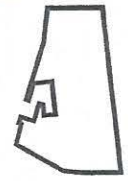
THENCE NORTH 06°23'54" EAST, CONTINUING ALONG LAST SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 267.29 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF HARRIS STREET, BEING A 50 FOOT RIGHT OF WAY; THENCE SOUTH 89°58'14" EAST, ALONG LAST SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 444.37 FEET TO THE NORTHEAST CORNER OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 471, PAGE 41, OF SAID CURRENT PUBLIC RECORDS, ALSO BEING THE NORTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 10294, PAGE 1311, OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 06°04'00" EAST, ALONG THE WEST LINE OF LAST SAID LANDS AND ALONG THE WEST LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 18027, PAGE 1484 AND ALONG THE EAST LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 471, PAGE 41 AND DEED BOOK 1706, PAGE 367, ALL OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 897.30 FEET; THENCE SOUTH 05°11'54" EAST, ALONG THE EAST LINE OF LAST SAID LANDS AND ALONG THE EAST LINE OF SAID LANDS AS DESCRIBED IN DEED BOOK 1706, PAGE 369 AND ALONG THE WEST LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 18027, PAGE 1484, ALL OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 470.01 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF ARLINGTON EXPRESSWAY; THENCE WESTERLY ALONG LAST SAID NORTHERLY RIGHT OF WAY LINE, THE FOLLOWING 4 COURSES AND DISTANCES; COURSE 1) THENCE SOUTH 89°45'45" WEST, A DISTANCE OF 265.60 FEET; COURSE 2) THENCE NORTH 83°23'36" WEST, A DISTANCE OF 201.56 FEET; COURSE 3) THENCE NORTH 63°45'44" WEST, A DISTANCE OF 111.83 FEET; COURSE 4) THENCE NORTH 59°21'44" WEST, A DISTANCE OF 321.76 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 18.28 ACRES, MORE OR LESS.



COLLEGE PARK PUD
VICINITY MAP

Legend
Project Site



Kimley»Horn
Expect More. Experience Better.

EXHIBIT B

PARCEL WITHIN CRA BOUNDARY



EXHIBIT C

WORK DESCRIPTION

MCGP LANDSCAPE

COMPLIANCE

College Park will use the Renew Arlington Mandatory compliance Grant Program with respect to landscaping to bring its site up to compliance with the City of Jacksonville Code of Ordinance, specifically section 656.399 – Subpart S. Renew Arlington Zoning Overlay, and Part 12 Landscape and Tree Protection Regulations. The updates proposed for landscape include installing tree islands throughout the parking lot to meet Vehicular Use Area (VUA) trees and planting requirements pursuant Sec. 656.1214. Due to mandatory site improvements, the site will require tree mitigation and civil engineering to accommodate the new landscaping. Perimeter landscape will also be proposed where the VUA is adjacent to rights-of-way or adjacent properties (Sec. 656.1215). Buffers adjacent to uncomplimentary land uses and zoning will be proposed near any area adjacent to single-family properties (Sec. 656.1216). Irrigation will be required to sustain the life of all new plantings according to Sec. 656.1211 and Sec. 656.1217.

HARD COSTS

The College Park MCGP Application is requesting reimbursement for the removal and replacement of existing asphalt to allow for the installation of landscape islands including materials and labor. Landscaping will be installed within the islands and buffers including trees, shrubs and groundcover. Due to the size of mandatory site improvements, the site will be required to accommodate stormwater mitigation.

SOFT COSTS

All landscaping improvements will require design and permitting through the COJ 10-set. This grant will be used to reimburse all design and permitting coordination for the civil engineering and landscape architecture required to receive grant and site work approval. JWB Real Estate Capital has contracted with Kimley-Horn to create a conceptual site plan for the purpose of the grant, and design and lead the project through permitting.

EXHIBIT D

PROJECT PLAN AND SPECIFICATIONS

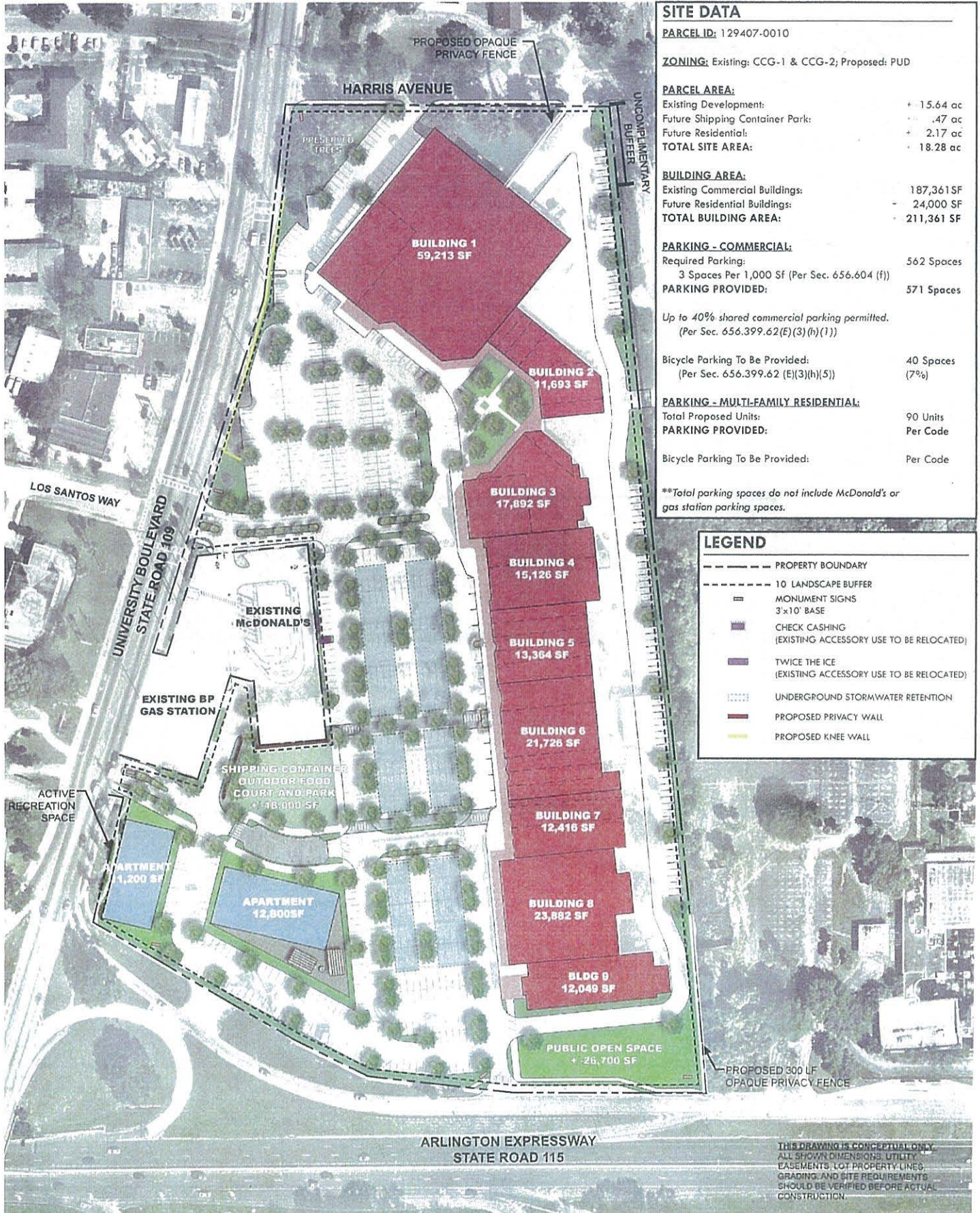


EXHIBIT E
PROJECT BUDGET

Description	Quantity	Units	Unit Cost	Contract Allowance	Landscape Spacing	% of Cost Related to Pedestrian	% of Cost Related to Storm Drainage	% of Cost Related to Landscaping	Pedestrian Related Bar	N of Cost Related to Bar	Total Cost Related to Bar	Initial BACF Review (2/20/2021)	MCP Review (2/20/2021)	Pre-Removal Site (2/20/2021)	MCP Review (2/20/2021)	Cost Allocation Notes	
																	PC
Removal of Existing Asphalt																	
Asphalt	1.5	sq	11,000			7.8%	1.0%	8.8%	N	1	11,000						
Gravel	1.5	cu yd	1,000			7.8%	1.0%	8.8%	N	1	1,000						
Removal of Existing Asphalt Subtotal																	
Replacement of Existing Asphalt																	
Asphalt	1.5	sq	11,000			7.8%	1.0%	8.8%	N	1	11,000						
Gravel	1.5	cu yd	1,000			7.8%	1.0%	8.8%	N	1	1,000						
Replacement of Existing Asphalt Subtotal																	
Storm Drainage																	
Storm Drainage	1.5	sq	11,000			7.8%	1.0%	8.8%	N	1	11,000						
Storm Drainage Subtotal																	
Landscaping																	
Planting	1.5	sq	11,000			7.8%	1.0%	8.8%	N	1	11,000						
Landscaping Subtotal																	
TOTAL GRANT OF COST																	
TOTAL COST																	

Costs not related to code requirements.
Due to site alterations to meet Arlington Overlay code requirements, stormwater obligations is required due to stormwater requirements.

GRANT OF PREPARABLE COST DISCLAIMER
Kimley Horn & Associates, Inc. (KHA) is a professional engineering and architectural firm. KHA is not a contractor and does not warrant or guarantee the accuracy of the information provided in this report. The information provided in this report is for informational purposes only and should not be used for any other purpose. KHA is not responsible for any errors or omissions in this report. The information provided in this report is based on the information provided to KHA by the client. KHA is not responsible for any errors or omissions in this report. The information provided in this report is based on the information provided to KHA by the client.

EXHIBIT F

PROJECT PERFORMANCE SCHEDULE

Landscape MCGP Timeline

Task	
January 1, 2021	COJ 10-Set 1 st Round Submission
June 8, 2021	PUD City Council Approval / Adoption
July 12, 2021	Sitework Scope Bid Award
July 16, 2021	Anticipated 10-Set Approval
August 24, 2021	Civil Infrastructure & Site Development Begins
October 1, 2021	30% Site Construction
December 1, 2021	60% Site Construction
February 2, 2021	100% Site Construction Completion

EXHIBIT G
Landscaping/Landscape Buffers

Eligible Activities	Eligible Grant Expenditures
General Conditions	\$2,373
Removal of Asphalt	\$83,250
Replacement of Asphalt	\$289,080
Storm Drainage	\$96,516
Landscaping	\$365,810
Schematic Design/Site Plan/SC	\$25,840
Construction Documents/SC	\$110,140
Contingency 10%	\$83,703
	Maximum Grant: \$1,056,712

EXHIBIT H

Approved Disbursement Schedule (One Lump Sum Distribution)

Funds shall be disbursed to Grantee Thirty (30) days after notification and documentation, satisfactory to the City, of (1) the completion of all Work listed in **Exhibit C** relating to the Eligible Activity shown in **Exhibit G** is provided to the City and a paid invoice from the General Contractor has been provided to the City; (2) a disbursement request form, **Exhibit I** is completed and submitted to, and approved by, the City, and (3) the satisfaction of all other conditions to the Disbursement. Disbursements will be made for each Eligible Activity completed on the Completion Date. If some Eligible Activities are not completed on the Disbursement date, the Grantee is not entitled to any other disbursements and waives and forfeits the right to further disbursements after the lump sum Disbursement.

EXHIBIT I

Disbursement Request Form

Name: _____
Address: _____
Phone: _____
Tax ID #: _____

Date Submitted: _____

Disbursements will be provided based on 100% Substantial Completion of the Eligible Activities listed on Exhibit G and full payment of the Total Project Budget Amount shown on Exhibit G. Once the project is 100% Substantially Complete, a final inspection by the City must be performed.

GRANTEE PAYMENT REQUEST

Property

All Eligible Activities shown on Exhibit G are 100% Complete and if not, which Eligible Activities are 100 % Complete

Address: _____

Total Project Budget Cost for each Eligible Activity Completed:
\$ _____

Amount Requested: \$ _____

Grantee: _____

Grantee:

I hereby request an inspection to receive the sole lump sum Disbursement for the amount of \$ _____. I certify that I have Substantially Completed the necessary work to justify this request in accordance with the Agreement and that all bills incurred for labor used and materials furnished in making said repairs and improvements have been paid in full to this date.

Attached is a description of the work completed, the amount of payment requested by work item and such invoices, receipts, cancelled checks (or evidence that payment has cleared Grantee's banking account), and other documents required by the City evidencing that the costs and expenses were actually incurred and paid for by the Grantee and were expended on and pertain to the Work. Grantee hereby waives and forfeits the right to further any further disbursements related to or arising out of the Work or the Eligible Activities.

Grantee Signature: _____

Date: _____

EXHIBIT J
MCBG Application Form

[ATTACH COMPLETED APPLICATION FORM.]

Renew Arlington Mandatory Compliance Grant Program
LANDSCAPING/LANDSCAPE BUFFERS APPLICATION
Funding is subject to availability and offered solely on a reimbursement basis.

(Please type or print legibly.)

I. APPLICANT INFORMATION

OWNER

TENANT

Name College Park C/O Alex Sifakis Title President

Address 7563 Philips Highway, Bldg 100

City Jacksonville State FL Zip Code 32256

Phone Number 904-677-6777 Alternate Number _____

II. BUSINESS INFORMATION

Name College Park EIN# 84-2583199

Owner's Name 903 University Blvd, LLC

Property Address 903 University Blvd, 903-957

City Jacksonville State FL Zip Code 32211

Phone Number 904-677-6777 E-mail alex@jwbcompanies.com Website www.jwbrealestatecapital.com

APPLICATION REQUIREMENTS:

Application requirements are stated in the Renew Arlington Mandatory Compliance Grant Program (MCGP) Guidelines.

BUSINESS LOCATED IN THE RENEW ARLINGTON CRA: Yes No

TYPE OF LEGAL ENTITY:

Sole Proprietorship Partnership/Joint Venture Corporation Limited Liability Corporation

STATE OF INCORPORATION (if applicable) FL

DATE COMPANY ESTABLISHED 7/26/2019 **NUMBER OF YEARS IN BUSINESS** _____

HAVE YOU USED THIS PROGRAM ON OTHER PROPERTIES WITHIN THE RENEW ARLINGTON CRA? Yes No

If yes, state the program utilized and the address of the project: _____

III. PROJECT INFORMATION

Project Start Date _____ Project End Date _____

Please specify costs for work items as categorized below. Please submit two quotes from two different vendors for itemized work to be completed.

Landscaping/Landscape Buffers (City will fund for schematic site plan, RADR process (see attached) and costs of design/installation as stated in the MCGP Guidelines) A site plan illustrating project detail is required.

Eligible Activity		Description of Improvements	Amount
Schematic Design/ Site Plan	<input type="radio"/>	See Soft Costs Exhibit	\$ 25840
Construction Documents	<input type="radio"/>	See Soft Costs Exhibit	\$ 110140
Construction/Installation	<input type="radio"/>	See CP Arlington Review Package	\$ 920,732
Other	<input type="radio"/>		\$
		Total Project Cost	\$ 1,056,712

IV. SIGNATURES AND PUBLIC INFORMATION DISCLOSURE

Please read the following questions and statements below. Please sign the application form in order for it to be processed. If there are any questions, please call the Office of Economic Development at 255-5449. If you answer “yes” to a question, then furnish details in the space below. Include dates, location, sentences, whether misdemeanor or felony, dates of parole/probation, unpaid fines or penalties, name(s) under which charged, and any other pertinent information. An arrest or conviction record will not necessarily disqualify you; however, an untruthful answer will cause your application to be denied.

- 1) Are you presently subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction? Yes No
- 2) Have you been arrested in the past six months for any criminal offense? Yes No
- 3) For any criminal offense – other than a minor vehicle violation – have you ever: a) been convicted; b) plead guilty; c) plead nolo contendere; d) been placed on pretrial diversion; or e) been placed on any form of parole or probation (including probation before judgment)? Yes No

The undersigned warrants that the information contained in this application (and any supplemental information) is, to the best of my knowledge, true and correct. The undersigned further understands that the use of this information is only for consideration of the Renew Arlington Mandatory Compliance Grant Program. I acknowledge that I have received, read and will comply with the guidelines of this program. The undersigned grants authorization to verify any answers contained herein.

If the Grant is approved, the undersigned warrants that they have the matching funds available to complete the project as envisioned in the application. The undersigned understands and agrees that all information furnished in connection with this application for the Renew Arlington Mandatory Compliance Grant Program involves the use of public funds as such may be made public pursuant to the statutes of the United States of America, the State of Florida and the City of Jacksonville, Florida.

Applicant/Business Owner Signature _____

Date 4/8/2021

Print Name Alex Sifakis

Applicant/Business Owner Signature _____

Date _____

Print Name _____

Property Owner Signature _____

Date _____

Print Name _____

Unless the property owner is the applicant, the notarized Owner's Affidavit of Consent must be completed as follows:

OWNER'S AFFIDAVIT OF CONSENT

State of Florida
County of Duval

Before me, the undersigned authority, this day personally appeared

Who, duly sworn, upon oath, deposes and says:

1. That he is the duly authorized representative of owner requesting approval of the MCGP for the property described below.
2. That all owners that he represents have given their full and complete permission for him to act in their behalf for the above stated request.
3. That the following description set forth in this document is made a part of this affidavit and contains the current names, mailing addresses and legal descriptions for the real property, of which he is the owner or representative.
4. That I acknowledge the applicant's request for funding to make alterations to the property and understand that improvements must be in compliance with the Zoning Overlay and recommendations may be made by the City's departments when appropriate, in connection with this funding request.
5. I understand that I must enter into an executed legal Agreement with the City with terms before project commencement. I, therefore, give my consent to the project described in this application.

Further Affiant sayeth not.

Signature _____

RENEW ARLINGTON MANDATORY COMPLIANCE GRANT PROGRAM
PAGE 4 OF 4

PROPERTY DESCRIPTION

The property is located at 903 University Boulevard, Jacksonville, Florida (the "Site" or "Property"). The Site consists of approximately 18 acres. The proposed project will consist of a phased mix-use development.

This project will bring the site into compliance with the current City of Jacksonville Code of Ordinance with improvements to landscaping, fencing and signage.

PROPERTY ADDRESS

903-957 University Blvd N

Jacksonville, FL 32211

Sworn to and Subscribed before me

This _____ day of _____ 20_____

Notary Public, State of Florida at Large

My Commission Expires: _____

EXHIBIT K
MCGP Guidelines



ONE CITY. ONE JACKSONVILLE.

RENEW ARLINGTON COMMUNITY REDEVELOPMENT AREA ZONING OVERLAY MANDATORY COMPLIANCE GRANT PROGRAM FOR FENCING, SIGNS AND LANDSCAPING/LANDSCAPE BUFFERS GOALS, POLICIES AND GUIDELINES

Objective

The objective of the Renew Arlington Overlay Mandatory Compliance Grant Program ("MCGP") is to rejuvenate an area of commercial development by providing nonresidential, commercial or retail renovation funding assistance in the form of Grants for existing, eligible nonresidential Applicants located within the Renew Arlington Community Redevelopment Area ("RA CRA"). "Applicants" may be the property owner or another entity that is designated by the property owner to request the Grant and receive the reimbursement.

The Grant will be provided, on a reimbursement basis only, to those Applicants within the RA CRA boundary, whose property will be deemed out of compliance with the requirements of the Renew Arlington Zoning Overlay, as approved per Ordinance 2019-239-E. The grant is designed to aid those Applicants whose property was not in compliance as of July 1, 2019 with the Zoning Overlay elements of fencing, signage, and landscaping/landscape buffers.

The intent of this program is to enhance the Community Redevelopment Area's unique aesthetics and appearance; improve property values; promote an environment that is visually appealing and safe for vehicular, bicycle and pedestrian traffic; and promote appropriate redevelopment of existing properties.

The Grant will cover 100 percent of the awarded allowance or the actual cost, whichever is less, under each category. Project costs exceeding the awarded allowance will be funded by the Applicant.

Goals

The goals for the program are to:

- Support renovations to help in reducing blight and attract reinvestment;
- Create positive momentum toward community redevelopment;
- Offset potential costs related to compliance with the Renew Arlington Zoning Overlay creating access to funding for existing Applicants within the Renew Arlington CRA boundary.

Policies for Utilization of Grant Funds

All site improvements must comply with all applicable city codes and ordinances, as well as state and federal regulations (if applicable). Work must follow permitted plans and specifications and shall be completed within one year (365 days) from the execution date of the Grant Agreement ("Agreement"). The Applicant is required to ensure that all applicable licenses and permits are obtained, including all permits required by the City of Jacksonville's Planning and Development Department.

Applicants will be required to execute an Agreement and other documents as necessary prior to commencement. The Grant will be funded upon completion of the project, review of supporting documentation, and verification of compliance with the terms of the Agreement. However, Agreements for projects that appear to be inactive will expire on May 1, 2025.

In addition to the above policies, applicant's project will be subject to the following:

- Applicants to be assisted must be located within the Renew Arlington CRA boundary. A boundary map is attached as Exhibit 1.
- Applicants receiving grant funds must be in compliance with all existing applicable city and state codes, regulations and permitting requirements as a prerequisite to entering into an Agreement.
- Funds are intended to be utilized to reimburse the Applicants for eligible expenses associated with the project as outlined in the Agreement to be signed by and between the City and grant recipient.
- All property taxes on the project site must be paid and current.
- There should be no contractor liens, no outstanding liens (other than mortgages), and no outstanding code violations at the project address at the time of application and at the time that the request for reimbursement is submitted.
- When an entity owns multiple properties that are attached structures, it is preferred that the grant(s) funding be shared between these properties for a unified improvement plan. The attached Applicant will be encouraged to create a unified plan for the property and apply for one grant per category of fencing, signs and landscaping/landscape buffers.
- A signed Agreement for funding assistance must be executed by the Office of Economic Development and the Applicant prior to the commencement of any work to be covered under this program. No grants will be awarded retroactively.
- In certain unique circumstances, a site configuration may dictate that compliance cannot be met using the constraints of the maximum awarded allowance. OED staff is authorized to approve amounts that exceed the maximum awarded allowance by up to 20%. In circumstances where the Grant amount exceeds 20% of the maximum awarded allowance, review and approval will be required by the Renew Arlington Agency Board.
- Mandatory Compliance Grant Agreements that exceed \$100,000 will require approval by the Renew Arlington Agency Board.
- All Applicants will be required to complete separate Grant Agreements for each category of fencing, signs and landscape/landscape buffers.
- Applicant may be subject to a background check.
- The Renew Arlington Design Review (RADR) process for reviewing MCGP projects is provided in Chapter 656 (Zoning Code), Ordinance Code; Part 3, Subpart S (Renew Arlington Zoning Overlay) and as illustrated in the program flow chart attached as Exhibit 2.

NOTE: The City will not be responsible in any manner for the selection of a contractor. The Applicant should pursue all activities necessary to determine contractor qualifications, quality of workmanship, and reputation. The Applicant will bear full responsibility for reviewing the competence and abilities of prospective contractors and secure proof of their licensing and insurance coverage.

Application Preparation

The Renew Arlington Overlay MCGP will work in conjunction with Chapter 656 (Zoning Code), Ordinance Code; Part 3, Subpart S (Renew Arlington Zoning Overlay), which will provide the Applicant with a consolidated review process for obtaining project approvals and permits. Therefore, grant program Applicants should be prepared to submit their grant application in a phased manner. The phased approach for submittal to the Office of Economic Development (OED) is as follows:

Initial Application

1. A completed and signed application (both property owner and Applicant if applicable)
2. Valid Applicant identification
3. A copy of the property tax bill/documentation to confirm property taxes are current and documentation to confirm ownership of the property

4. Unless the property owner is the applicant, the notarized Owner's Affidavit of Consent from the property owner authorizing the construction and improvements
5. A boundary survey
6. Aerial photograph (Google Maps) including the subject parcel and surrounding parcels

OED Staff/Applicant Collaboration

When the requirements of the Initial Application have been fulfilled, the Applicant will work with OED staff to create the schematic site design of the proposed improvements.

Final Documentation

1. A final site plan as submitted by the Applicant.
2. A detailed written description of the removal and the improvements and two (2) cost estimates from a licensed and registered design professional or contractor. Each bid should separately break out the costs for removal from the rest of the costs.
3. If impervious areas are to be added, relocated or rebuilt, the Applicant must provide a topographical survey
4. A project schedule and estimated date of completion
5. Other reasonable information as requested by OED.

Program Parameters

Funds provided through this program must be used for fencing, signs and landscaping/landscape buffers of nonresidential properties that are within the boundary of the Renew Arlington CRA. The project must be in compliance with the Renew Arlington Zoning Overlay and must be approved by the Office of Economic Development.

At the time of application, a Grant will not be awarded solely for repairs or improvements if there are already cited code violations at the property requiring corrective actions. In no event will a grant be awarded to only meet the required improvements associated with the proffers of a Conditional Rezoning, the conditions of a Conditional Use Permit, or the requirements of a Special Exception.

Grant Projects that fall within the five year amortization as stated in the Zoning Overlay will qualify for a Mandatory Compliance Grant. After May 1, 2025, properties will be deemed out of compliance and the property owner will no longer be eligible to apply for grant funding.

If a MCGP application(s) has been received and approved prior to the May 1, 2025 deadline and funding has not been appropriated, the application(s) will be honored and a time extension will be granted until such funding becomes available.

Legal Entity

The Applicant, which will be the entity receiving the grant funds, may be either an individual or another legal entity such as a sole proprietorship, a partnership, or a corporation. In some cases, the owner of the property may be different than the Applicant for the grant in which case the entity or person that will be reimbursed for the expense of the project must be identified, and if not an individual, then in good standing with the Florida Secretary of State, Division of Corporations.

Permits

Upon completion of the work specified in the Grant Agreement, proof of City final inspection will be required before Grant funding is disbursed.

Legislative Guidelines

All funding to Applicant(s) receiving Renew Arlington Mandatory Compliance Grant Program will be administered by the Office of Economic Development in accordance with the terms of the Agreement by and between the Applicant and the City of Jacksonville.

Extension

An extension may be considered as part of the Agreement or on a case by case basis. OED has the authority to extend a contract no later than May 1, 2025, unless the Agreement was delayed due to availability of funds.

FENCING COMPLIANCE GRANT GUIDELINES

Funds provided through this program can be used to assist the Applicant in meeting the terms of the Renew Arlington Zoning Overlay. The project must be in compliance with the Renew Arlington Zoning Overlay, must be a nonresidential property, and must be approved by the Office of Economic Development prior to commencement of the project. The Grant will cover 100 percent of the costs for the amount stated in the Agreement. Project costs exceeding the awarded allowance will be funded by the Applicant.

Grant funds may be used by the Applicant for the following renovations:

Fencing

1. Fencing must adhere to the Renew Arlington Zoning Overlay and must be designed according to the criteria.
2. Fencing along the right of way shall be composed of wood, stone, masonry, pre-cast concrete, cast stone, vinyl or metal (in wrought iron style).
3. Chain link fence may be used, if not adjacent to a residential use, on the side (if not on a corner lot) and rear property lines, and shall be vinyl coated in black or green color.

The maximum grant amount will be determined after the final phase of the grant application process, which will include installation and material costs of the fencing. Project costs exceeding the awarded allowance for varying fence types and installation will be funded by the Applicant.

Grant funds may only be utilized for fencing as stated in Chapter 656 (Zoning Code), Ordinance Code; Part 3, Subpart S(Renew Arlington Zoning Overlay), the Renew Arlington Zoning Overlay. Reimbursement will be provided for the total cost or the awarded allowance, whichever is less.

The awarded allowance for fencing shall not exceed \$22.00 per linear foot. The linear foot requirement will be established by the City approved site plan.

If an existing fence must be removed in order for the Applicant to come into compliance with the Renew Arlington Zoning Overlay, the MCGP will reimburse the removal cost in addition to the awarded allowance. The Applicant must submit at least two bids to OED. OED may authorize the amount of the lowest bid or require the Applicant to get a third bid. Each bid should separately break out the costs of removal from the rest of the costs.

SIGNAGE COMPLIANCE GRANT GUIDELINES

Funds provided through this program can be used to assist the Applicant in meeting the terms of the Renew Arlington Zoning Overlay. The project must be in compliance with the Renew Arlington Zoning Overlay, must be a nonresidential property, and must be approved by the Office of Economic Development prior to commencement of the project. The Grant will cover 100 percent of the amount stated in the Agreement. Project costs exceeding the awarded allowance will be funded by the Applicant.

Grant funds may be used by the Applicant for the following renovations:

Signage (Only Free-Standing)

- This grant can only be utilized for removal and replacement of existing signage deemed out of compliance with the Renew Arlington Zoning Overlay.
- Exterior free-standing signs must be in compliance with the City of Jacksonville's sign ordinance, the Renew Arlington Zoning Overlay and must be designed according to the criteria. (Interior and wall signs are not included in this Mandatory Compliance Grant.)
- One (1) identity freestanding sign per lot per street frontage, provided they are located no closer than 200 feet apart (as measured in the Zoning Code); size determined as follows:

Parcel Size	Max Area per Side (sq. ft.)	Max Height (ft.)	Max Allowance \$175.00 per sq. ft.
Less than 1 acre	36	12	\$6,300.00
1 acre to 3 acres	50	12	\$8,750.00
Greater than 3 acres to 5 acres	75	18	\$13,125.00
Greater than 5 acres	200*	35	\$35,000.00

*100 sq. ft. for properties located in the Arlington Road Area

- One (1) additional identity sign shall be permitted if the parcel's road frontage equals or exceeds 500 linear feet, provided signs are located no closer than 200 feet apart (as measured in the Zoning Code).

The maximum grant amount will be determined based on the parcel size. Project costs exceeding the maximum allowance will be funded by the Applicant.

Grant funds may only be utilized for signage as stated in Chapter 656 (Zoning Code), Ordinance Code; Part 3, Subpart S(Renew Arlington Zoning Overlay), the Renew Arlington Zoning Overlay. Reimbursement will be provided for the total cost or the maximum grant amount, whichever is less.

The existing sign must be removed in order for the Applicant to come into compliance with the Renew Arlington Zoning Overlay. The MCGP will reimburse the removal cost of the existing sign in addition to the awarded allowance for the replacement sign. The Applicant must submit at least two bids to OED. OED may authorize the amount of the lowest bid or require the Applicant to get a third bid. Each bid should separately break out the costs of removal from the rest of the costs.

LANDSCAPE/LANDSCAPE BUFFER COMPLIANCE GRANT GUIDELINES

Funds provided through this program can be used to assist the Applicant in meeting the terms of the Renew Arlington Zoning Overlay. The project must be in compliance with the Renew Arlington Zoning Overlay, must be a nonresidential property, and must be approved by the Office of Economic Development prior to commencement of the project. The Grant will cover 100 percent of the costs for the landscaping design as shown in the Agreement. Project costs exceeding the Agreement will be funded by the Applicant.

Grant funds may be used by the Applicant for the following renovations:

Landscaping/Landscaped Buffers

Landscaping and tree protection shall be provided in accordance with Part 12 of the Zoning Code with the following additional and superseding provisions:

University Village and Catalyst Character Areas

1. A minimum five-foot landscape buffer shall be provided along the boundary of all non-residential Vehicle Use Areas (VUAs) abutting public right-of-way. No more than 25 % of the landscaped area may be grass or mulch; the balance shall be landscaped with trees, shrubs or ground covers.

University Commercial, Arlington Road and Merrill Commercial Character Areas

1. A minimum four-foot landscape buffer shall be provided along the boundary of all non-residential VUAs abutting public right-of-way. No more than 25 % of the landscaped area may be grass or mulch the balance shall be landscaped with trees, shrubs or ground covers.

Grant funds may only be utilized for landscaping as stated in Chapter 656 (Zoning Code), Ordinance Code; Part 3, Subpart S(Renew Arlington Zoning Overlay), the Renew Arlington Zoning Overlay. The approval process will be in accordance with the as illustrated in the program flow chart attached as Exhibit 2. The Applicant must submit at least two bids to OED. OED may authorize the amount of the lowest bid or require the Applicant to get a third bid. The Mandatory Compliance Grant amount will be determined based on approval of bids and stated within the executed Agreement. Reimbursement will be provided for the actual documented cost of the project or the stated amount in the Agreement, whichever is less.

MANDATORY COMPLIANCE GRANT PROGRAM AGREEMENT

THIS MANDATORY COMPLIANCE GRANT PROGRAM AGREEMENT (“Agreement”), is made and is effective as of _____, 2021 (the “Effective Date”), by and between the **CITY OF JACKSONVILLE**, a political subdivision and municipal corporation of the State of Florida (the “City”), the **OFFICE OF ECONOMIC DEVELOPMENT**, a community redevelopment agency (“OED”), and **903 UNIVERSITY BLVD LLC**, a Florida limited liability company (the “Grantee”)

RECITALS:

WHEREAS, pursuant to Ordinance 2015-738-E, the City of Jacksonville adopted a Community Redevelopment Plan (the “Plan”) for the Renew Arlington Redevelopment area, and declared the City Council to be the Board of the newly formed Renew Arlington Community Redevelopment Agency (“RA/CRA”); and

WHEREAS, Ordinance 2015-738-E also created a Renew Arlington Community Redevelopment Agency Advisory Board (“RA/CRA Advisory Board”); and

WHEREAS, the Plan identified a need for a zoning overlay for the Renew Arlington Community Redevelopment Area (the “CRA”); and

WHEREAS, City Council approved 2019-239-E establishing the Renew Arlington Zoning Overlay (the “Zoning Overlay”) for nonresidential properties within the CRA which requires mandatory compliance with regulations for signage, fencing and landscape/landscape buffers in all Character Areas, and

WHEREAS, the RA/CRA approved the Renew Arlington Mandatory Compliance Grant Program (“MCGP”) for certain property within the CRA pursuant to Resolution RA/CRA-2020-01, finding that the MCGP is in compliance with, and furthers the purposes and objectives of the Renew Arlington CRA Redevelopment Plan; and

WHEREAS, Grantee owns or leases certain real property described on Exhibit A attached hereto (the “Property”) which is located in the CRA as shown on the map attached hereto as Exhibit B;

WHEREAS, the Grantee has applied to the City to receive certain MCGP grant funds to construct and install signage, fencing, and landscaping/landscaping buffers located on the Property to attract more customers, help increase Grantee’s business revenue and come into compliance with Chapter 656, Part 3, Subpart S, as promulgated by Ordinance 2019-239-E; and

WHEREAS, the City has agreed to grant such funds to the Grantee on a reimbursement basis after Grantee has paid for the Work and subject to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

ARTICLE I

Incorporation of Recitals; Definitions

1.1 The parties hereto acknowledge and agree that the recitals above are correct and incorporated herein by this reference.

1.2 All capitalized terms shall have the meanings given to them in this Agreement; including, but not limited to, the capitalized terms defined below:

(a) “*Construction Documents*” shall mean the Project Drawings (also referred to herein as Project Plans and Specifications) along with any modifications thereto;

(b) “*Disbursement Request Form*” shall mean the disbursement request form attached hereto as Exhibit I;

(c) “*Eligible Activities*” shall mean the eligible activities set forth on Exhibit G;

(d) “*Eligible Grant Expenditures*” shall mean the eligible grant expenditures set forth on Exhibit G;

(e) “*Governmental Approvals*” shall mean all necessary approvals and consents from all governmental or quasi-governmental authorities having jurisdiction over the Work, including, but not limited to, street openings or closings, zoning and use and occupancy permits, sewer permits, environmental permits and approvals, building permits, highway occupancy permits, subdivision and land development approvals, and approvals of fire underwriters;

(f) “*Grant Documents*” shall mean all documents executed and delivered in connection with this Agreement;

(g) “*MCGP Application Form*” shall mean the Mandatory Compliance Grant Program Application form attached hereto as Exhibit J;

(h) “*MCGP Grant*” or “*MCGP Grant Funds*” shall mean the Mandatory Compliance Grant Program grant monies disbursed in an amount not to exceed the lesser of (i) Two Hundred Thirty Six Thousand Eight Hundred Forty and NO/100 Dollars (\$236,840.00) which amount is equal to the Eligible Grant Expenditures, and (ii) the actual out of pocket cost of the Work incurred by Grantee as submitted on the Disbursement Request Form.

(i) “*MCGP Guidelines*” shall mean the guidelines attached hereto as Exhibit K;

(j) “OED” shall mean the Office of Economic Development of the City.

(k) “Project Performance Schedule” shall mean the performance schedule contained on Exhibit F attached hereto;

(l) “Project Plans and Specifications” shall mean the project drawings and specifications contained on Exhibit D attached hereto;

(m) “Project Budget” shall mean the project budget contained on Exhibit E attached hereto.

(n) “Substantial Completion” “Substantially Completed” or “Completion” means that all conditions set forth in Section 5.1 of this Agreement have been satisfied, all permits have been finalized, a certificate of substantial completion (if applicable) has been issued by the contractor and verified by the architect of record, and the applicable improvements are otherwise complete and available for use in accordance with their intended purpose subject to commercially reasonable punch list and similar items.

(o) “Work” shall mean the scope of work to be performed by Grantee hereunder described on Exhibit C attached hereto as further described and limited pursuant to the Eligible Activities and the Eligible Grant Expenditures.

ARTICLE II
The MCGP Grant

2.1 Grant. Subject to the terms and conditions set forth in this Agreement, City agrees to make the MCGP Grant to Grantee and to disburse the MCGP Grant to Grantee. Grantee acknowledges and agrees that the MCGP Grant shall be disbursed on a reimbursement basis only subject to the disbursement requirements in Article VI herein. In no event shall the City be required to advance any or all of the MCGP Grant to Grantee. The City’s maximum indebtedness to the Grantee under this Agreement shall be \$236,840. The MCGP Grant shall be used by the Grantee solely for the purpose of reimbursing Grantee for Grantee’s previous payment of the Work.

2.2 Scope of Work. The Grantee agrees to perform the Work in accordance with the Project Plans and Specifications, Project Performance Schedule and Project Budget. If any services, functions, or responsibilities not specifically set forth in this Agreement are necessary for the proper performance of the Work, then such services, functions and responsibilities shall be deemed implied by and included within the Work.

2.3 Refund and Return of MCGP Grant Funds; Reimbursement of Collection Costs.

2.3.1 No Entitlement to MCGP Grant Funds. In the event the Grantee receives any portion of the MCGP Grant to which it is not entitled as of the date of disbursement of the same, whether by accident or otherwise, then such funds shall automatically revert to the City, and the Grantee shall immediately refund and return all such funds to the City without demand or further notice.

2.3.2 Misuse of MCGP Grant Funds. In the event the Grantee expends any portion of the MCGP Grant in a manner inconsistent with the terms of this Agreement or any applicable and governing federal, state or local law, rule regulation or policy, then that shall constitute an immediate event of default hereunder and, in addition to all other remedies of the City, the Grantee shall immediately refund and return all of the MCGP Grant to the City without demand or further notice.

2.3.3 Reimbursement of Collection Costs. The Grantee shall reimburse the City for all costs, expenses and fees, including attorneys' fees and court costs, incurred or expended by the City in connection with any collection efforts to recover any funds due to the City pursuant to this Agreement.

ARTICLE III

Use of MCGP Grant Funds; Other Requirements

3.1 Use of MCGP Grant Funds. The Grantee shall expend the MCGP Grant Funds solely and exclusively for the Work, which shall be constructed on the Property in the CRA. The Grantee shall not expend or otherwise use any of the MCGP Grant Funds for any other purpose without the prior written consent of the City, which consent may be withheld in the City's sole discretion.

3.2 Compliance with the MCGP Guidelines and Applicable Federal, State and Local Laws, Rules, Regulations and Policies. Grantee must comply with the MCGP Guidelines, all of which are incorporated herein by reference. The Project Plans and Specifications shall be approved by the City prior to the commencement of the Work. The Grantee shall use the MCGP Grant Funds in a manner consistent with all applicable and governing federal, state and local laws, rules, regulations and policies, and any subsequent amendment thereto, during the Term of this Agreement. The Grantee acknowledges and agrees that the Grantee has reviewed, understands and is familiar with all such applicable and governing federal, state and local laws, rules, regulations and policies.

3.3 Compliance with the Special Terms and Conditions. In addition to the requirements, limitations and restrictions set forth elsewhere in this Agreement, the Grantee shall strictly follow and comply with the terms and conditions related to the Eligible Grant Expenditures.

ARTICLE IV

Project Performance Schedule

4.1 The Grantee and the City have jointly established the Project Performance Schedule. The Grantee shall timely perform its obligations set forth on the Project

Performance Schedule. The Project Performance Schedule shall not be modified without the prior written consent of the City, which consent may be withheld in its sole discretion.

ARTICLE V
Completion of Work

5.1 Completion of the Work. The Grantee shall Substantially Complete construction of the Work by no later than 365 days from the Effective Date of this Agreement (the "*Work Completion Date*"). For purposes of this Agreement, Completion of the Work shall be deemed to have occurred only when the following conditions (the "*Project Completion Conditions*") shall have been satisfied:

(a) The Grantee shall furnish to the City a certificate of occupancy or its equivalent (if available in the jurisdiction) or such other permits and/or certificates (including a certificate of substantial completion from the architect and a letter or certificate from the City that all permits for the Work have been closed without any deficiencies) as shall be required to establish to the City's satisfaction that the Work has been properly completed and is not subject to any violations or uncorrected conditions noted or filed in any City department;

(b) The Grantee shall submit to the City a proper contractor's final affidavit and full and complete releases of liens from each contractor, subcontractor and supplier, or other proof satisfactory to the City, confirming that final payment has been made for all materials supplied and labor furnished in connection with the Work; and

(c) The Work shall have been finally completed in all respects in accordance with the Project Plans and Specifications, as verified by a final inspection report satisfactory to the City, certifying that the Work has been constructed in a good and workmanlike manner and is in satisfactory condition. In the event the City determines that there is a deficiency with the Work, the City reserves the right to require that an escrow be established in an amount satisfactory to the City to remedy such deficiency.

5.2 Change Orders. No material amendment shall be made to the Project Plans and Specifications or the Construction Documents executed in connection with the Work **nor shall any material change orders be made by Grantee thereunder without the prior written consent of the City.** IF THERE IS NO PRIOR WRITTEN CONSENT BY THE CITY, THERE SHALL BE NO REIMBURSEMENT FOR THE CHANGE ORDER.

5.3 Subcontractors. The Grantee agrees that it will not engage or continue to employ, or permit any of its general contractors to engage or continue to employ, any contractor, subcontractor or materialman or any other third party who may be reasonably objectionable to the City. If requested by the City, the Grantee shall deliver to the City a fully executed copy of each of the agreements between the Grantee and such third parties and between any such general contractor and any contractor, subcontractor or materialman or any other third party, each of which shall be in form and substance reasonably satisfactory to the City. The City's approval of a construction contract is specifically conditioned upon the following: (a) the total contract price thereof does not exceed the fair and reasonable cost of the Work to be performed thereunder and (b) the contractor or

subcontractor is of recognized standing in the trade, has a reputation for complying with contractual obligations and is otherwise reasonably acceptable to the City.

5.4 Liens and Lien Waivers. The Grantee shall take all action necessary to have any mechanic's and materialmen's liens, judgment liens or other liens or encumbrances filed against any real property contemplated by this Agreement released or transferred to bond within ten (10) days of the date the Grantee receives notice of the filing of such liens or encumbrances. If any such lien or encumbrance is filed, the City shall not be required to make any Disbursements (as defined herein) until it is bonded over or removed and a copy of the recorded release thereof is received and accepted by the City. The City shall not be obligated to disburse any funds to Grantee if, in the opinion of the City, any Disbursement, real property contemplated by this Agreement would be subject to a mechanic's or materialmen's lien or any other lien or encumbrance other than inchoate construction liens. The Grantee shall be fully and solely responsible for compliance in all respects whatsoever with the applicable mechanic's and materialmen's lien laws.

5.5 Authority of City to Monitor Compliance. During all periods of design and construction of the Work, the Grantee shall permit the Executive Director of OED or his/her designated personnel, to monitor compliance by the Grantee with the provisions of this Agreement and any Construction Documents. During the period of construction of the Work and with prior notice to the Grantee, representatives of the City shall have the right of access to the Grantee's records and employees, as they relate to the Work, during normal business hours.

5.6 Construction and Operation Management. Except as otherwise expressly provided herein, the Grantee shall have discretion and control, free from interference, interruption or disturbance, in all matters relating to the management, development, redevelopment, construction and operation of the Work, provided that the same shall, in any event, conform to and comply with the terms and conditions set forth in this Agreement, the Construction Documents, and all applicable and governing federal, state and local laws, rules, regulations and policies (including without limitation, applicable zoning, subdivision, building and fire codes). The Grantee's discretion, control and authority with respect thereto shall include, without limitation, the following matters:

(a) The construction and design of the Work, subject to the express terms and conditions of this Agreement;

(b) The selection, approval, hiring and discharge of engineers, architects, contractors, subcontractors, professionals and other third parties (collectively, the "Vendors") on such terms and conditions as the Grantee deems appropriate; provided however, that to the extent that the City furnishes to Grantee the names and identities of Jacksonville-based vendors, and to the extent that the Grantee has the need to enter into contracts with vendors outside of persons employed by Grantee or companies affiliated with or controlled by the Grantee, then the Grantee agrees to include all such Jacksonville-based vendors in the process established by the Grantee for obtaining bids for any of the Work;

(c) The negotiation and execution of contracts, agreements, and other documents with third parties, in form and substance satisfactory to Grantee; and

(d) The preparation of such budgets, cost estimates, financial projections, statements, information and reports as Grantee deems appropriate.

ARTICLE VI
Disbursements

6.1 Maximum Amount. Provided that the Grantee has performed all obligations of the Grantee then due and subject to compliance by the Grantee with the terms and conditions of this Agreement, the City shall make one (1) lump sum disbursement (the, "*Disbursement*") to Grantee for the Eligible Grant Expenditures within the Work as set forth on Exhibit C, up to the maximum amount of the MCGP Grant in accordance with the Eligible Grant Expenditures and Approved Disbursement Schedule attached hereto as Exhibit H. Prior to entering into the Agreement and at the time of Disbursement, the Grantee must hold a current occupational license to do business in the City of Jacksonville and the Property must be located in the Renew Arlington CRA and must be in compliance with all existing applicable city and state codes, regulations and permitting requirements.

6.2 Disbursement Procedures. The sole lump sum Disbursement shall be made from upon written application of the Grantee pursuant to a Disbursement Request. The Grantee shall submit the Disbursement Request to the City after the Work Completion Date. The Disbursement Request shall constitute a representation and warranty by the Grantee to the City that (a) the work performed, satisfied all permitting requirements and the materials supplied as of the date thereof are in accordance with the Construction Documents, this Agreement, (b) the work and materials for which payment is requested have been physically incorporated into the Work, (c) the value is as stated, (d) the work and materials conform with all applicable rules and regulations of the public authorities having jurisdiction, (e) payment for the items described in such Disbursement Request has been made by the Grantee, (f) such Disbursement Request is consistent with this Agreement, and (g) no Event of Default or event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing.

6.3 Requests for Disbursement. For the sole lump sum Disbursement, the Grantee shall submit to the City a completed written disbursement request (the, "*Disbursement Request*") on a copy of the Disbursement Request Form attached hereto as Exhibit I. In the Disbursement Request, the Grantee shall certify and describe in detail reasonably acceptable to the City (a) the cost of the labor that has been performed and the materials that have been incorporated into the Work, (b) the amount actually paid by the Grantee for such labor and materials and (c) the amount that the Grantee is seeking pursuant to the Disbursement Request. The Grantee shall attach to the Disbursement Request such invoices, receipts, cancelled checks (or evidence that payment has cleared grantee's banking account), **and other documents required by the City evidencing that the costs and expenses were actually incurred and paid for by the Grantee and were expended on and pertain to the Work.**

6.4 Inspection. Upon receiving the Disbursement Request, the City staff shall determine (a) whether the work completed as of the date of such Disbursement Request has been done satisfactorily and in accordance with the Construction Documents, and this Agreement, and (b) whether the costs actually incurred is a part of the Work to be performed under this Agreement. All inspections by or on behalf of the City shall be solely for the benefit of the City, and Grantee shall have no right to claim any loss or damage against the City or the City inspector arising from any alleged (x) negligence in or failure to perform such inspections, (y) failure to monitor Disbursements or the progress or quality of construction or (z) failure to otherwise properly administer the Grant.

6.5 Conditions to Disbursements.

6.5.1 General Conditions. Notwithstanding anything to the contrary in this Agreement, the City shall have no obligation to make the Disbursement (a) unless and until the City is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such Disbursement has been satisfied or (b) if an Event of Default or an event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default, has occurred or is continuing.

6.5.2 Conditions to the Disbursement. The obligation of the City to make the Disbursement is conditioned upon the occurrence of each of the following:

(a) The Grantee shall have provided to the City, in form and substance satisfactory to the City, evidence that the Grantee applied for and obtained all governmental approvals and consents required for the construction of the Work and has Substantially Completed the same;

(b) The Grantee shall have submitted to the City a Disbursement Request pursuant to Section 6.3 hereof;

(c) The Grantee shall have provided to the City, in form and substance satisfactory to the City, each document, certificate and instrument required from Grantee under this Agreement;

(d) The Work shall have received a satisfactory inspection from the City;

(e) The Grantee shall have provided to the City, in form and substance satisfactory to the City, any such other document, instrument, information, agreement or certificate the City may require; and

(f) The Grantee shall have completed each of the Projects Completion Conditions set forth in Section 5.1 hereof.

6.5.3 No Warranty by the City. Nothing contained in this Agreement or any other document attached hereto or contemplated hereby shall constitute or create any duty on or warranty by the City regarding: (a) the accuracy or reasonableness of the Project Budget; (b) the feasibility or quality of the Construction Documents; (c) the proper

application by the Grantee of the MCGP Grant Funds; (d) the quality or condition of the Work; or (e) the competence or qualifications of any third party furnishing services, labor or materials in connection with the construction of the Work. The Grantee acknowledges that the Grantee has not relied and will not rely upon any experience, awareness or expertise of the City, or the City's inspector, regarding the aforesaid matters.

ARTICLE VII Term and Termination

7.1 Term. This Agreement shall be effective for the period beginning on the Effective Date and shall terminate One (1) year following the date of final inspection and acceptance by the City, unless terminated sooner pursuant to the provisions hereunder (the "*Term*").

7.2 Events of Default; Termination.

7.2.1 Events of Default. The occurrence of any one or more of the following events prior to the expiration of the Term shall constitute an "*Event of Default*" hereunder:

(a) Failure to perform or observe any material term, agreement, covenant or condition of this Agreement or any of the agreements or other instruments attached hereto as Exhibits, which such default continues for ten (10) business days after written notice thereof; provided that, if such failure cannot be reasonably cured within ten (10) business days, no Event of Default shall be deemed to occur so long as the defaulting party has commenced and is diligently implementing a cure within such ten (10) business day period and pursues such cure to a timely conclusion.

(b) A violation of any applicable and governing federal, state or local law, rule, regulation or policy with respect to the subject matter hereof.

(c) Any representation or warranty contained in this Agreement or any other agreement between the Grantee and the City of Jacksonville, shall be false or misleading in any material respect.

(d) The application by Grantee for, or consent to, the appointment of a receiver, trustee, liquidator or custodian (or similar official) of its or all or a substantial part of its assets, or if any party shall be unable or admit in writing its inability to pay its debts as they mature, make a general assignment for the benefit of creditors, be adjudicated a bankrupt or insolvent, file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or any arrangement with creditors or agrees to take advantage of any insolvency law, file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding or if any corporate action shall be taken by it for any purpose of effecting any of the foregoing, or if any order, judgment or decree shall be entered by a court of competent jurisdiction approving a petition seeking reorganization or appointing a receiver, trustee, liquidator or custodian (or other similar official) of any party hereto or of all or a substantial part of its

assets, and such other judgment or decree shall continue unstayed and in effect for a period of thirty (30) consecutive days.

(e) An event of default of the Grantee under any other agreement or transaction between the Grantee and the City of Jacksonville.

7.2.2 Termination upon Event of Default. Upon the occurrence of an Event of Default, the non-defaulting party, at its sole and absolute election, may terminate this Agreement and exercise all rights and remedies it may have at law or in equity. Additionally, each party shall have the right to prosecute any proceedings at law or in equity against any defaulting party hereto, or any other person, violating or attempting to violate or defaulting upon any of the provisions contained in this Agreement, and to recover damages for any such violation or default. Such rights shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a party under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

7.2.3 No Waiver. Failure on the part of the City to notify the Grantee of a default shall not be deemed to be a waiver by the City as to its rights on such default of the Grantee and shall not be deemed to be a waiver of the City's right to notify the Grantee of such default at a subsequent time, and such a notice shall have the same effect as if promptly made.

ARTICLE VIII

Records

8.1 Maintenance, Retention and Examination of Records. In addition to the audit provisions set forth in this Article and elsewhere in this Agreement, the Grantee shall, and the Grantee shall require and cause each of its general contractors, subcontractors, materialmen, laborers and other persons performing Work to, (a) maintain and retain all books, records, papers and other documentation or evidence pertaining to costs or expenses incurred in construction or furtherance of the Work throughout the Term of this Agreement and for a period of five (5) years thereafter and (b) make available to the City, and permit the City to examine, inspect and have access to, at all reasonable times during the Term of this Agreement and for a period of five (5) years thereafter, such books, records, papers and other documentation or evidence. This covenant applies at every local and corporate office of the Grantee and each of its general contractors, subcontractors, materialmen, laborers and other persons performing Work in any way.

8.2 Prohibited Use. The Grantee shall not use any portion of the MCGP Grant Funds to pay for any costs or expenses associated with the reporting requirements, financial or otherwise, set forth in this Article or elsewhere in this Agreement.

ARTICLE IX
Indemnification

9.1 The Grantee shall act as an independent contractor, and not as an employee, agent, partner, joint venturer, representative or associate of the City, in operating the aforementioned services set forth in this Agreement. The Grantee shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this Agreement.

9.2 The Grantee shall, and shall cause its subsidiaries, and subcontractors of any tier (collectively the "*Indemnifying Parties*") to, hold harmless, indemnify, and defend the City and its current and past officers, directors, members, representatives, affiliates, agents, employees, successors and assigns (collectively the "*Indemnified Parties*") against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and cost and expense of whatsoever kind or nature (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties, arising directly or indirectly out of:

(a) Any of the Grantee's operations, work or services performed in connection with this Agreement or the Work including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to or destruction of any property; or

(b) any act, error or omission, recklessness or intentionally wrongful conduct on the part of the Grantee, its employees, representatives, agents, affiliates or assigns, regardless of where the damage, injury or death occurred.

In event that any provision in this Section 9.2 shall be deemed to be in violation of Section 725.06 and 725.08, Florida Statutes, such provision shall be modified to be in compliance with Section 725.06 and 725.08, Florida Statutes.

This Article IX shall survive the term of the Agreement and any holdover and/or contract extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement. To the extent an Indemnifying Party exercises its rights under this Section 9.2, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Party of the applicable claim or liability, and (2) allow the Indemnified Party to participate in the litigation of such claim or liability (at Indemnified Party's expense) to protect its interests. Each Indemnified Party will cooperate in the investigation, defense and settlement of claims and liabilities that are subject to indemnification hereunder, and each Party will obtain the prior written approval of the other Party before entering into any settlement of such claim or liability, which consent shall not be unreasonably withheld, delayed or conditioned.

ARTICLE X

Representations and Warranties by Grantee

Without limiting the representations, warranties and covenants of Grantee set forth elsewhere in this Agreement, as a material inducement for the City to enter into this Agreement, the Grantee represents and warrants to the City (and unless otherwise specified, such representations, warranties and covenants are true as of the Effective Date and shall continue and be effective during the Term of this Agreement as if continuously reiterated) that:

10.1 The Grantee is a limited liability company duly organized and formed and validly existing under the laws of the State of Florida and authorized to conduct business and in good standing in the State of Florida.

10.2 The Grantee has full power and authority to execute and deliver this Agreement and all documents contemplated hereby, and perform its obligations arising hereunder and thereunder.

10.3 The individual signing on behalf of the Grantee has full power and authority to do so.

10.4 The making, execution and delivery of this Agreement and performance of all obligations hereunder by the Grantee have been duly authorized and approved by the shareholders, members, partners, or Board of Directors of the Grantee (as the case may be).

10.5 This Agreement and all documents contemplated hereby each constitute a legal, valid and binding obligation of the Grantee, enforceable in accordance with their respective terms, assuming execution of the same by the City.

10.6 This Agreement and all documents contemplated hereby do not and will not contravene any provision of the governing documents of the Grantee, any judgment, order, decree, writ or injunction to which the Grantee is bound, or any provision of any applicable law or regulation to which the Grantee is bound. The execution and delivery of this Agreement and all documents contemplated hereby, and performance of its obligations hereunder and thereunder will not result in a breach of or constitute a default under any agreement or require the consent from any third party.

10.7 The Grantee and each of its general contractors, subcontractors, materialmen, laborers and other persons performing Work hold all necessary licenses, permits and authorizations required by all applicable governmental agencies and authorities as a condition to conduct business in the State of Florida and to work on the Work.

10.8 The Grantee has not employed or retained any third party having a relationship with the City to solicit or secure this Agreement and has not paid or agreed or promised to pay any such person any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

10.9 The Grantee has obtained or will obtain for the construction of the Work the Governmental Approvals, and all Governmental Approvals are or will be final, unappealed, and unappealable, and remain in full force and effect without restriction or modification.

10.10 No notice of taking by eminent domain or condemnation of any part of the Property has been received, and the Grantee has no knowledge that any such proceeding is contemplated with respect to the Work.

10.11 The Property is in good standing with the City and has no outstanding liens or violations of existing City, state or federal building codes and regulations and permitting requirements.

10.12 All property taxes for the Property that are due and owing have been paid in full.

10.13 No portion of the Work has commenced.

10.14 The statements and representations set forth in the MCGP Application Form attached hereto as **Exhibit J** are true and correct.

ARTICLE XI

Miscellaneous Provisions

11.1 **Amendment.** This Agreement shall not be amended or modified in any way except by an instrument in writing executed by both parties hereto.

11.2 **Notices.** All notices to be given hereunder shall be in writing and personally delivered or sent facsimile, by registered or certified mail, return receipt requested, or delivered by a courier service utilizing return receipts, to the party at the following addresses and such notice shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail, if sent by registered or certified mail, the date actually received if sent by personal delivery or courier service, or the date shown on the facsimile transmission receipt if sent by facsimile.

To City: Karen Nasrallah
Redevelopment Manager
City of Jacksonville
Office of Economic Development
117 West Duval Street, Suite 275
Jacksonville, Florida 32202

With Copy to: City of Jacksonville
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attention: Government Operations Department

To Grantee: 903 UNIVERSITY BLVD LLC
7563 Philips Highway
Suite 208
Jacksonville, Florida 32256
Attention: _____

11.3 TIME IS OF THE ESSENCE. TIME IS OF THE ESSENCE in the performance by any party of its obligations hereunder. If any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays and legal holidays shall not be considered business days.

11.4 Waiver. No waiver of any term of or obligation pursuant to this Agreement may occur or be enforced unless it is signed by both parties hereto. The failure or delay by either party in asserting any of its rights or remedies as to any default hereunder shall not constitute a waiver of such default or any other default or of related rights or remedies.

11.5 Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

11.6 Severability. Except as expressly provided to the contrary herein, each section, part, term or provision of this Agreement shall be considered severable, and, if for any reason, any section, part, term or provision herein is determined to be invalid, contrary to or in conflict with any existing or future law, rule or regulation by a court or governmental agency having competent jurisdiction, such determination shall not impair the operation of or have any other affect on the remaining sections, parts, terms or provisions of this Agreement, which shall continue to be given full force and effect and bind the parties hereto, and such invalid sections, parts, terms or provisions shall deemed to be not a part of this Agreement.

11.7 Independent Contractor. The parties hereto acknowledge and agree that the Grantee shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, representative or associate of the City. The Grantee shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this Agreement.

11.8 No Third Party Beneficiaries. This Agreement and the rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the parties hereto. This Agreement is for the sole and exclusive benefit of the parties hereto, and no third party is intended to or shall have any rights or benefits hereunder.

11.9 Venue: Applicable Law. The Grantee acknowledges, consents and agrees that all legal actions or proceedings arising out of or related to this Agreement shall lie

exclusively in a state or federal court in Duval County, Florida. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

11.10 Non-Discrimination. In conformity with the requirements of Section 126 Part 4, Jacksonville Ordinance Code, the Grantee represents and warrants to the City that Grantee has adopted and will maintain a policy of nondiscrimination, as defined by such ordinance, throughout the Term of this Agreement. The Grantee agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records by the Executive Director or his designee for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; provided, that the Grantee shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the date of this Agreement. The Grantee agrees that, if any of the obligations of this contract are to be performed by a subcontractor, the provisions of subsections (a) and (b) of Section 126.404, Jacksonville Ordinance Code, shall be incorporated into and become a part of the subcontract.

11.11 Further Assurances. The Grantee shall, on request of the City, (a) promptly correct any defect, error or omission in this Agreement; (b) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of this Agreement.

11.12 Construction. Unless otherwise expressly provided herein, in the event of a conflict between any provisions of this Agreement and any Exhibit attached to or referenced in this Agreement, the provisions of this Agreement shall govern to the extent of such conflict. All parties acknowledge and agree that they have had meaningful input into the terms and conditions contained in this Agreement. The Grantee acknowledges that it has had ample time to review this Agreement and related documents with counsel of its choice. Should any provision of this Agreement require judicial interpretation, there shall be no presumption that the terms hereof shall be more strictly construed against either party.

11.13 Headings. Captions and headings in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

11.14 Conflict of Interest. The parties hereto shall follow the provisions of Section 126.112, Jacksonville Ordinance Code, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same.

11.15 Survival. All representations, warranties, indemnities and other covenants set forth herein shall be deemed continuing in nature and shall survive the expiration or early termination of this Agreement.

11.16 Conformity to Applicable Laws. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and policies as the same exist and

as may be amended from time to time, including, but not limited to, the “Public Records Law”, Chapter 119, Florida Statutes, and Section 286.011, Florida Statutes. If any of the obligations of this Agreement are to be performed by a subcontractor of Grantee, the Grantee shall incorporate the provisions of this section into and shall become a part of the subcontract.

11.17 Ethics. The Grantee represents and warrants to the City that Grantee has received, reviewed, understands, is familiar with and will comply with the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, Jacksonville Ordinance Code, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, Jacksonville Ordinance Code.

11.18 Public Entity Crimes Notice. The parties hereto acknowledge and agree that a person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contractor with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of Thirty Five Thousand Dollars (\$35,000) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

11.19 Assignment. This Agreement and the rights and obligations herein may not be assigned, in whole or part, by either party without the prior written approval of both parties.

11.20 Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. A counterpart delivered by electronic means such as pdf file shall be valid for all purposes.

11.21 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, representations, agreements and understandings, oral or written, between them with respect to such subject matter.

11.22 Exhibits. The Exhibits attached to this Agreement are all incorporated herein by reference.

11.23 JSEB Use. The Grantee shall strive to use, or cause its contractors to use, Jacksonville Small Emerging Businesses, as defined in Section 126.608, Ordinance Code for the City of Jacksonville, for twenty percent (20%) of the Work, as measured by the Eligible Grant Expenditures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

903 UNIVERSITY BLVD LLC, a Florida limited liability company

By: **HOOSE HOMES AND INVESTMENTS, LLC**, a Florida limited liability company, as Manager

By: _____
Print Name: Alexander Sifakis
Title: Manager

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this ____ day of _____, 2021, by Alexander Sifakis, as Manager of **HOOSE HOMES AND INVESTMENTS, LLC**, the sole Manager of **903 UNIVERSITY BLVD LLC**, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

{NOTARY SEAL}

Notary Public, State and County Aforesaid
Printed Name: _____
Commission No.: _____
My Commission Expires: _____

ATTEST:

CITY OF JACKSONVILLE, a
Florida municipal corporation

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry, Mayor

Encumbrance and funding information for internal City use:

Account or PO Number:

Amount: \$ _____

This above-stated amount is the maximum fixed monetary amount of the foregoing Agreement. It shall not be encumbered by the foregoing Agreement. It shall be encumbered by one (1) or more subsequently issued purchase orders(s) that must reference the foregoing Agreement. All financial examinations and funds that control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e) of the City of Jacksonville *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement; provided, however, that this certification is not nor shall it be interpreted as an encumbrance of funding under this Agreement. Actual encumbrance(s) shall be made by subsequent purchase order(s).

Director of Finance
City Contract # _____

FORM APPROVED:

By: _____
Office of General Counsel

GC-#1435130-v3-College_Park_MCGP_Agreement_-_Arlington_CRA_-_Signage.DOCX

LIST OF EXHIBITS

<u>Exhibit A</u>	Property
<u>Exhibit B</u>	Map Showing CRA boundary area
<u>Exhibit C</u>	Work Description
<u>Exhibit D</u>	Project Plans and Specifications
<u>Exhibit E</u>	Project Budget
<u>Exhibit F</u>	Project Performance Schedule
<u>Exhibit G</u>	Eligible Grant Expenditures
<u>Exhibit H</u>	Approved Disbursement Schedule
<u>Exhibit I</u>	Disbursement Request Form
<u>Exhibit J</u>	MCRG Application Form
<u>Exhibit K</u>	MCGP Guidelines

EXHIBIT A

PROPERTY LEGAL AND BOUNDARY

EXHIBIT 1
COLLEGE PARK PUD
LEGAL DESCRIPTION

{SURVEYOR'S DESCRIPTION)

A PORTION OF LOTS 5 AND 6, HANSON'S SUBDIVISION OF THE JOHNS. SAMMIS TRACT, F. RICHARD GRANT, SECTION 41, TOWNSHIP 2 SOUTH, RANGE 27 EAST, AS DESCRIBED IN DEED BOOK "M", PAGE 696, OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, ALSO BEING THE SAME AS THOSE LANDS AS DESCRIBED IN DEED 1706, PAGE 367, DEED BOOK 1706, PAGE 369 AND OFFICIAL RECORDS BOOK 471, PAGE 41 ALL OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, LESS AND EXCEPT THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 18579, PAGE 351 AND OFFICIAL RECORDS BOOK 10677, PAGE 358 OF SAID CURRENT PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD (STATE ROAD 109), BEING A VARIABLE WIDTH RIGHT OF WAY WITH THE NORTHERLY RIGHT OF WAY LINE OF ARLINGTON EXPRESSWAY (STATE ROAD 115), BEING A VARIABLE WIDTH RIGHT OF WAY; THENCE NORTHEASTERLY ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, THE FOLLOWING 3 COURSES AND DISTANCES; COURSE 1) THENCE NORTH 13°42'40" EAST, A DISTANCE OF 175.10 FEET TO AN ANGLE POINT; COURSE 2) THENCE NORTH 73°00'11" WEST, A DISTANCE OF 19.91 FEET TO AN ANGLE POINT; COURSE 3) THENCE NORTH 16°59'49" EAST, A DISTANCE OF 54.64 FEET TO THE MOST WESTERLY CORNER OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 10677, PAGE 358 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 73°00'11" EAST, ALONG THE SOUTHWESTERLY LINE THEREOF, A DISTANCE OF 110.00 FEET TO THE MOST SOUTHERLY CORNER THEREOF; THENCE NORTH 16°59'49" EAST, ALONG THE SOUTHEASTERLY LINE THEREOF, A DISTANCE OF 149.84 FEET TO A POINT ON A SOUTHWESTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 18579, PAGE 351, OF SAID CURRENT PUBLIC RECORDS; THENCE ALONG THE BOUNDARY OF LAST SAID LANDS, THE FOLLOWING 7 COURSES AND DISTANCES; COURSE 1) THENCE SOUTH 72°58'36" EAST, A DISTANCE OF 28.96 FEET; COURSE 2) THENCE NORTH 85°39'27" EAST, A DISTANCE OF 4.36 FEET; COURSE 3) THENCE SOUTH 05°14'40" EAST, A DISTANCE OF 90.00 FEET; COURSE 4) THENCE NORTH 84°45'20" EAST, A DISTANCE OF 90.00 FEET TO THE SOUTHEAST CORNER THEREOF; COURSE 5) THENCE NORTH 05°14'40' WEST, ALONG THE EAST LINE THEREOF, A DISTANCE OF 269.95 FEET TO THE NORTHEAST CORNER THEREOF; COURSE 6) THENCE SOUTH 84°49'18" WEST, ALONG THE NORTH LINE THEREOF, A DISTANCE OF 149.26 FEET TO THE NORTHWEST CORNER THEREOF; COURSE 7) THENCE SOUTH 16°59'49" WEST, A DISTANCE OF 145.82 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 10677, PAGE 358; THENCE NORTH 72°58'36" WEST, ALONG LAST SAID LINE, A DISTANCE OF 20.00 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD; THENCE NORTH 16°59'49" EAST, ALONG LAST SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 510.20 FEET TO AN ANGLE POINT;

THENCE NORTH 06°23'54" EAST, CONTINUING ALONG LAST SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 267.29 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF HARRIS STREET, BEING A 50 FOOT RIGHT OF WAY; THENCE SOUTH 89°58'14" EAST, ALONG LAST SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 444.37 FEET TO THE NORTHEAST CORNER OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 471, PAGE 41, OF SAID CURRENT PUBLIC RECORDS, ALSO BEING THE NORTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 10294, PAGE 1311, OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 06°04'00" EAST, ALONG THE WEST LINE OF LAST SAID LANDS AND ALONG THE WEST LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 18027, PAGE 1484 AND ALONG THE EAST LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 471, PAGE 41 AND DEED BOOK 1706, PAGE 367, ALL OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 897.30 FEET; THENCE SOUTH 05°11'54" EAST, ALONG THE EAST LINE OF LAST SAID LANDS AND ALONG THE EAST LINE OF SAID LANDS AS DESCRIBED IN DEED BOOK 1706, PAGE 369 AND ALONG THE WEST LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 18027, PAGE 1484, ALL OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 470.01 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF ARLINGTON EXPRESSWAY; THENCE WESTERLY ALONG LAST SAID NORTHERLY RIGHT OF WAY LINE, THE FOLLOWING 4 COURSES AND DISTANCES; COURSE 1) THENCE SOUTH 89°45'45" WEST, A DISTANCE OF 265.60 FEET; COURSE 2) THENCE NORTH 83°23'36" WEST, A DISTANCE OF 201.56 FEET; COURSE 3) THENCE NORTH 63°45'44" WEST, A DISTANCE OF 111.83 FEET; COURSE 4) THENCE NORTH 59°21'44" WEST, A DISTANCE OF 321.76 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 18.28 ACRES, MORE OR LESS.

EXHIBIT B
PARCEL WITHIN CRA BOUNDARY



EXHIBIT C

WORK DESCRIPTION

MCGP SIGNAGE

COMPLIANCE

College Park will use the Renew Arlington Mandatory compliance Grant Program with respect to signage to bring its site up to compliance with the City of Jacksonville Code of Ordinance, specifically Section 656.399 – Subpart S. Renew Arlington Zoning Overlay. Two monument signs will run along the property boundary facing the Arlington Expressway, two monument signs will run along the property boundary facing the University Blvd, and one sign will run along the property boundary facing Harris Ave. No proposed sign will be placed within 200 linear feet of another proposed sign, and all signs will meet the maximum sizes stated in the Renew Arlington Overlay. The existing pole mounted sign on the South East end of the property will be demolished to comply with Part 13 of the zoning code as well as Sec. 656.399-E.3(g).

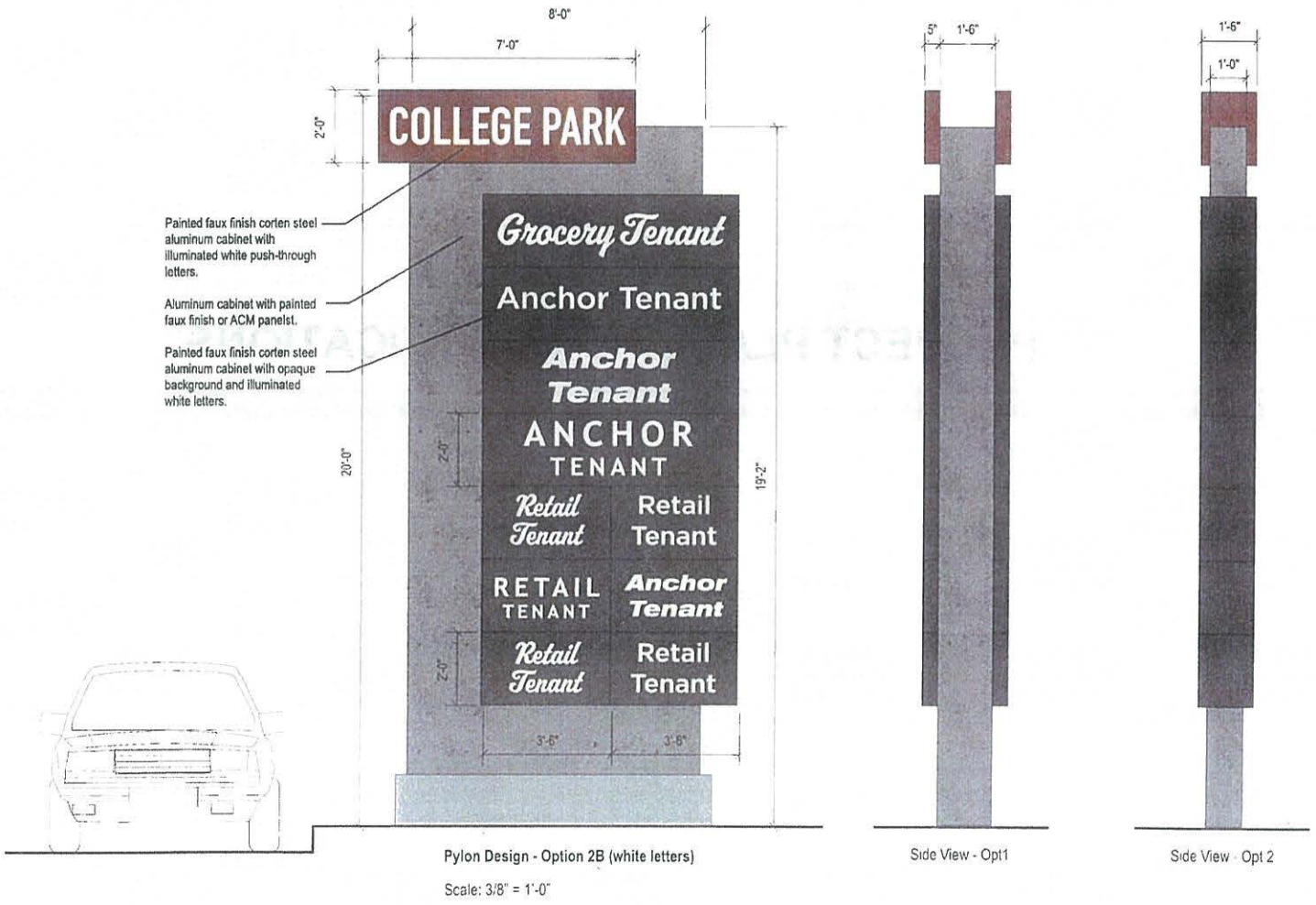
HARD COSTS

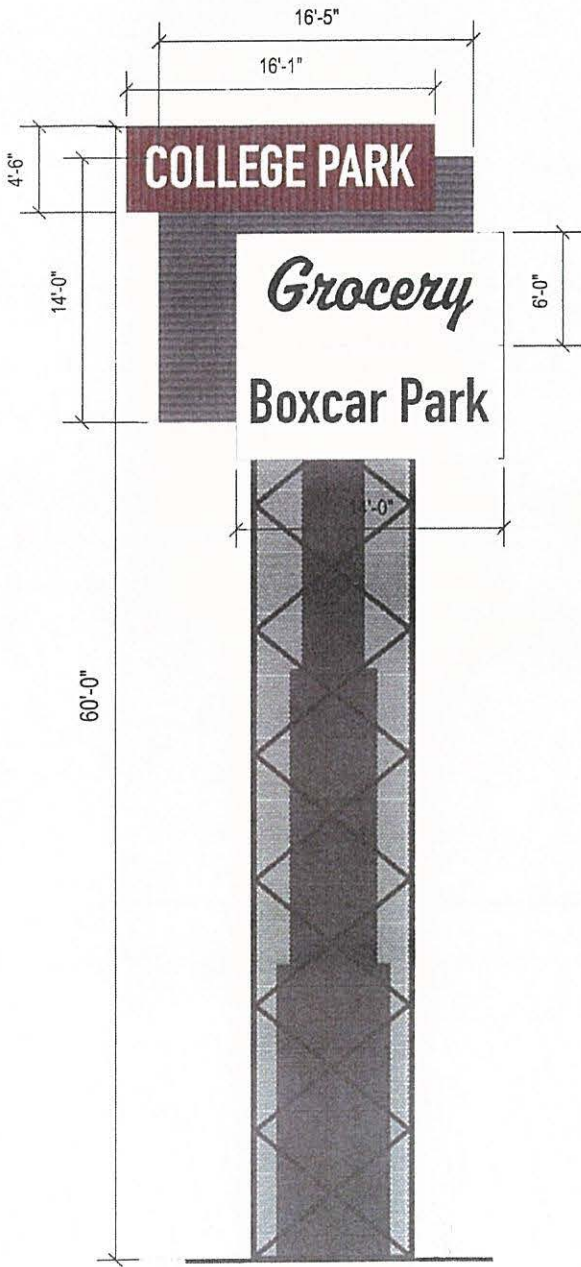
The College Park MCGP Application is requesting reimbursement for the removal of the existing pole mounted sign near the South East corner of the site, and the materials and labor to install all proposed signs.

SOFT COSTS

All landscaping improvements will require design and permitting through the COJ 10-set. This grant will be used to reimburse all design and permitting coordination for the civil engineering and landscape architecture required to receive grant and site work approval. JWB Real Estate Capital has contracted with Kimley-Horn to create a conceptual site plan for the purpose of the grant, and design and lead the project through permitting.

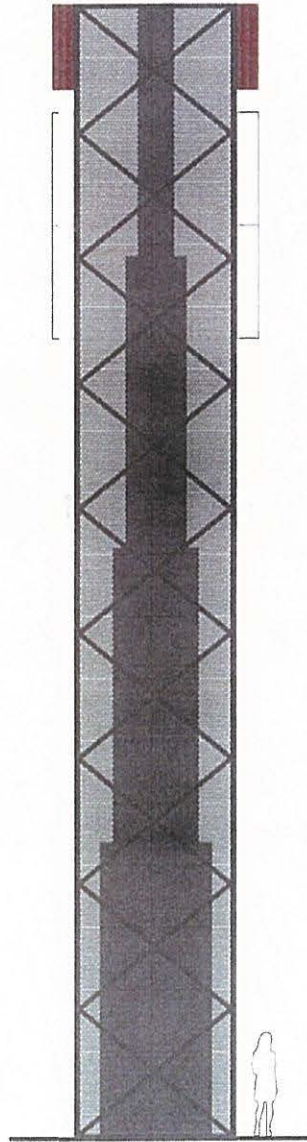
EXHIBIT D
PROJECT PLAN AND SPECIFICATIONS



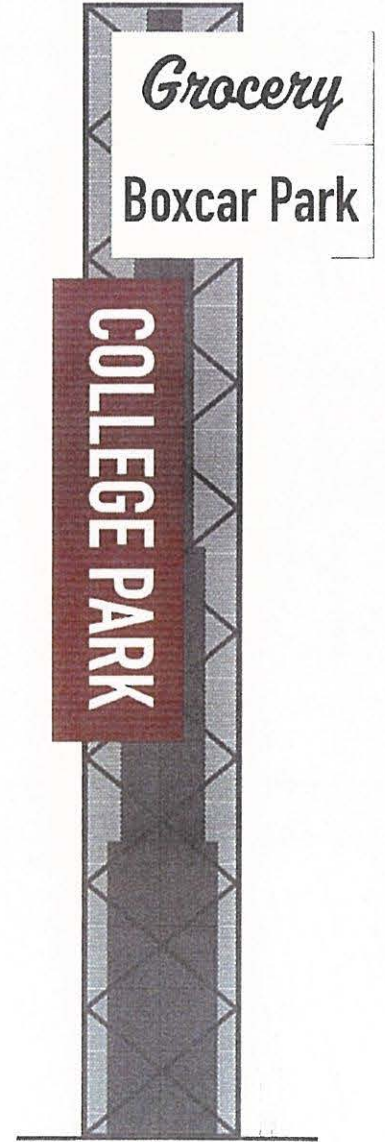


Front View

Option 1



Side View



Option 2

EXHIBIT E
PROJECT BUDGET

EXHIBIT F

PROJECT PERFORMANCE SCHEDULE

Signage MCGP Timeline

Task	
January 1, 2021	COJ 10-Set 1 st Round Submission
June 9, 2021	PUD City Council Approval / Adoption
July 12, 2021	Sitework Scope Bid Award
July 16, 2021	Anticipated 10-Set Approval
August 24, 2021	Civil Infrastructure & Site Development Begins
September 15, 2021	30% Site Construction
November 1, 2021	60% Site Construction
January 7, 2021	100% Site Construction Completion

EXHIBIT G
Signage

Eligible Activities	Eligible Grant Expenditures
Installation of Replacement Signs	\$205,800
Signage Construction Costs	\$31,040
	Maximum Grant: \$236,840

EXHIBIT H

Approved Disbursement Schedule
(One Lump Sum Distribution)

Funds shall be disbursed to Grantee Thirty (30) days after notification and documentation, satisfactory to the City, of (1) the completion of all Work listed in **Exhibit C** relating to the Eligible Activity shown in **Exhibit G** is provided to the City and a paid invoice from the General Contractor has been provided to the City; (2) a disbursement request form, **Exhibit I** is completed and submitted to, and approved by, the City, and (3) the satisfaction of all other conditions to the Disbursement. Disbursements will be made for each Eligible Activity completed on the Completion Date. If some Eligible Activities are not completed on the Disbursement date, the Grantee is not entitled to any other disbursements and waives and forfeits the right to further disbursements after the lump sum Disbursement.

EXHIBIT I

Disbursement Request Form

Name: _____
Address: _____

Phone: _____
Tax ID #: _____

Date Submitted: _____

Disbursements will be provided based on 100% Substantial Completion of the Eligible Activities listed on Exhibit G and full payment of the Total Project Budget Amount shown on Exhibit G. Once the project is 100% Substantially Complete, a final inspection by the City must be performed.

GRANTEE PAYMENT REQUEST

Property

All Eligible Activities shown on Exhibit G are 100% Complete and if not, which Eligible Activities are 100 % Complete

Address: _____

Total Project Budget Cost for each Eligible Activity Completed:
\$ _____

Amount Requested: \$ _____

Grantee: _____

Grantee:

I hereby request an inspection to receive the sole lump sum Disbursement for the amount of \$_____. I certify that I have Substantially Completed the necessary work to justify this request in accordance with the Agreement and that all bills incurred for labor used and materials furnished in making said repairs and improvements have been paid in full to this date.

Attached is a description of the work completed, the amount of payment requested by work item and such invoices, receipts, cancelled checks (or evidence that payment has cleared Grantee's banking account), and other documents required by the City evidencing that the costs and expenses were actually incurred and paid for by the Grantee and were expended on and pertain to the Work. Grantee hereby waives and forfeits the right to further any further disbursements related to or arising out of the Work or the Eligible Activities.

Grantee Signature: _____ Date: _____

EXHIBIT J
MCBG Application Form

[ATTACH COMPLETED APPLICATION FORM.]

**Renew Arlington Mandatory Compliance Grant Program
SIGNAGE APPLICATION**

Funding is subject to availability and offered solely on a reimbursement basis.

(Please type or print legibly.)

I. APPLICANT INFORMATION

OWNER

TENANT

Name College Park C/O Alex Sifakis Title President

Address 7563 Philips Highway, Bldg 100

City Jacksonville State FL Zip Code 32256

Phone Number 904-677-6777 Alternate Number _____

II. BUSINESS INFORMATION

Name College Park EIN# 84-2583199

Owner's Name 903 University Blvd, LLC

Property Address 903 University Blvd, 903-957

City Jacksonville State FL Zip Code 32211

Phone Number 904-677-6777 E-mail alex@jwbcompanies.com Website www.jwbrealstatecapital.com

APPLICATION REQUIREMENTS:

Application requirements are stated in the Renew Arlington Mandatory Compliance Grant Program (MCGP) Guidelines.

BUSINESS LOCATED IN THE RENEW ARLINGTON CRA: Yes No

TYPE OF LEGAL ENTITY:

Sole Proprietorship Partnership/Joint Venture Corporation Limited Liability Corporation

STATE OF INCORPORATION (if applicable) FL

DATE COMPANY ESTABLISHED 7/26/2019 **NUMBER OF YEARS IN BUSINESS** _____

HAVE YOU USED THIS PROGRAM ON OTHER PROPERTIES WITHIN THE RENEW ARLINGTON CRA? Yes No

If yes, state the program utilized and the address of the project: _____

III. PROJECT INFORMATION

Project Start Date _____ Project End Date _____

Please specify costs for work items as categorized below. Please submit two quotes from two different vendors for itemized work to be completed.

Signage (City will fund for removal and replacement as stated in the MCGP Guidelines) A rendering with site plan illustrating sign location is required.

Eligible Activity		Description of Improvements	Amount
Signage Installation/Replacement*	<input type="radio"/>	See Signage Opinion of Construction Costs	\$ 205,800
Signage Removal	<input type="radio"/>	See Signage Opinion of Construction Costs	\$ 31,040
Other	<input type="radio"/>		\$
Total Project Cost			\$ 236,840

IV. SIGNATURES AND PUBLIC INFORMATION DISCLOSURE

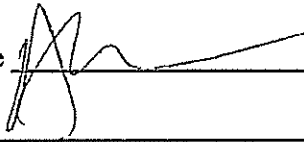
Please read the following questions and statements below. Please sign the application form in order for it to be processed. If there are any questions, please call the Office of Economic Development at 255-5449. If you answer "yes" to a question, then furnish details in the space below. Include dates, location, sentences, whether misdemeanor or felony, dates of parole/probation, unpaid fines or penalties, name(s) under which charged, and any other pertinent information. An arrest or conviction record will not necessarily disqualify you; however, an untruthful answer will cause your application to be denied.

- 1) Are you presently subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction? Yes No
- 2) Have you been arrested in the past six months for any criminal offense? Yes No
- 3) For any criminal offense – other than a minor vehicle violation – have you ever: a) been convicted; b) plead guilty; c) plead nolo contendere; d) been placed on pretrial diversion; or e) been placed on any form of parole or probation (including probation before judgment)? Yes No

The undersigned warrants that the information contained in this application (and any supplemental information) is, to the best of my knowledge, true and correct. The undersigned further understands that the use of this information is only for consideration of the Renew Arlington Mandatory Compliance Grant Program. I acknowledge that I have received, read and will comply with the guidelines of this program. The undersigned grants authorization to verify any answers contained herein.

If the Grant is approved, the undersigned warrants that they have the matching funds available to complete the project as envisioned in the application. The undersigned understands and agrees that all information furnished in connection with this application for the Renew Arlington Mandatory Compliance Grant Program involves the use of public funds as such may be made public pursuant to the statutes of the United States of America, the State of Florida and the City of Jacksonville, Florida.

Revised June 3, 2020

Applicant/Business Owner Signature  Date 4/15/2021

Print Name Alex Sifakis

Applicant/Business Owner Signature _____ Date _____

Print Name _____

Property Owner Signature _____ Date _____

Print Name _____

Unless the property owner is the applicant, the notarized Owner's Affidavit of Consent must be completed as follows:

OWNER'S AFFIDAVIT OF CONSENT

State of Florida
County of Duval

Before me, the undersigned authority, this day personally appeared

Who, duly sworn, upon oath, deposes and says:

1. That he is the duly authorized representative of owner requesting approval of the MCGP for the property described below.
2. That all owners that he represents have given their full and complete permission for him to act in their behalf for the above stated request.
3. That the following description set forth in this document is made a part of this affidavit and contains the current names, mailing addresses and legal descriptions for the real property, of which he is the owner or representative.
4. That I acknowledge the applicant's request for funding to make alterations to the property and understand that improvements must be in compliance with the Zoning Overlay and recommendations may be made by the City's departments when appropriate, in connection with this funding request.
5. I understand that I must enter into an executed legal Agreement with the City with terms before project commencement. I, therefore, give my consent to the project described in this application.

Further Affiant sayeth not.

Signature _____

PROPERTY DESCRIPTION

Removal of existing pole sign that does not meet the Renew Arlington overlay requirements

Revised June 3, 2020

RENEW ARLINGTON MANDATORY COMPLIANCE GRANT PROGRAM

PAGE 4 OF 4

with a new development monument sign facing the Arlington Expressway.

PROPERTY ADDRESS

903-957 University Blvd, Jacksonville, FL 32211

Sworn to and Subscribed before me

This _____ day of _____ 20_____

Notary Public, State of Florida at Large

My Commission Expires: _____

EXHIBIT K
MCGP Guidelines



ONE CITY ONE JACKSONVILLE.

RENEW ARLINGTON COMMUNITY REDEVELOPMENT AREA ZONING OVERLAY MANDATORY COMPLIANCE GRANT PROGRAM FOR FENCING, SIGNS AND LANDSCAPING/LANDSCAPE BUFFERS GOALS, POLICIES AND GUIDELINES

Objective

The objective of the Renew Arlington Overlay Mandatory Compliance Grant Program ("MCGP") is to rejuvenate an area of commercial development by providing nonresidential, commercial or retail renovation funding assistance in the form of Grants for existing, eligible nonresidential Applicants located within the Renew Arlington Community Redevelopment Area ("RA CRA"). "Applicants" may be the property owner or another entity that is designated by the property owner to request the Grant and receive the reimbursement.

The Grant will be provided, on a reimbursement basis only, to those Applicants within the RA CRA boundary, whose property will be deemed out of compliance with the requirements of the Renew Arlington Zoning Overlay, as approved per Ordinance 2019-239-E. The grant is designed to aid those Applicants whose property was not in compliance as of July 1, 2019 with the Zoning Overlay elements of fencing, signage, and landscaping/landscape buffers.

The intent of this program is to enhance the Community Redevelopment Area's unique aesthetics and appearance; improve property values; promote an environment that is visually appealing and safe for vehicular, bicycle and pedestrian traffic; and promote appropriate redevelopment of existing properties.

The Grant will cover 100 percent of the awarded allowance or the actual cost, whichever is less, under each category. Project costs exceeding the awarded allowance will be funded by the Applicant.

Goals

The goals for the program are to:

- Support renovations to help in reducing blight and attract reinvestment;
- Create positive momentum toward community redevelopment;
- Offset potential costs related to compliance with the Renew Arlington Zoning Overlay creating access to funding for existing Applicants within the Renew Arlington CRA boundary.

Policies for Utilization of Grant Funds

All site improvements must comply with all applicable city codes and ordinances, as well as state and federal regulations (if applicable). Work must follow permitted plans and specifications and shall be completed within one year (365 days) from the execution date of the Grant Agreement ("Agreement"). The Applicant is required to ensure that all applicable licenses and permits are obtained, including all permits required by the City of Jacksonville's Planning and Development Department.

Applicants will be required to execute an Agreement and other documents as necessary prior to commencement. The Grant will be funded upon completion of the project, review of supporting documentation, and verification of compliance with the terms of the Agreement. However, Agreements for projects that appear to be inactive will expire on May 1, 2025.

In addition to the above policies, applicant's project will be subject to the following:

- Applicants to be assisted must be located within the Renew Arlington CRA boundary. A boundary map is attached as Exhibit 1.
- Applicants receiving grant funds must be in compliance with all existing applicable city and state codes, regulations and permitting requirements as a prerequisite to entering into an Agreement.
- Funds are intended to be utilized to reimburse the Applicants for eligible expenses associated with the project as outlined in the Agreement to be signed by and between the City and grant recipient.
- All property taxes on the project site must be paid and current.
- There should be no contractor liens, no outstanding liens (other than mortgages), and no outstanding code violations at the project address at the time of application and at the time that the request for reimbursement is submitted.
- When an entity owns multiple properties that are attached structures, it is preferred that the grant(s) funding be shared between these properties for a unified improvement plan. The attached Applicant will be encouraged to create a unified plan for the property and apply for one grant per category of fencing; signs and landscaping/landscape buffers.
- A signed Agreement for funding assistance must be executed by the Office of Economic Development and the Applicant prior to the commencement of any work to be covered under this program. No grants will be awarded retroactively.
- In certain unique circumstances, a site configuration may dictate that compliance cannot be met using the constraints of the maximum awarded allowance. OED staff is authorized to approve amounts that exceed the maximum awarded allowance by up to 20%. In circumstances where the Grant amount exceeds 20% of the maximum awarded allowance, review and approval will be required by the Renew Arlington Agency Board.
- Mandatory Compliance Grant Agreements that exceed \$100,000 will require approval by the Renew Arlington Agency Board.
- All Applicants will be required to complete separate Grant Agreements for each category of fencing, signs and landscape/landscape buffers.
- Applicant may be subject to a background check.
- The Renew Arlington Design Review (RADR) process for reviewing MCGP projects is provided in Chapter 656 (Zoning Code), Ordinance Code; Part 3, Subpart S (Renew Arlington Zoning Overlay) and as illustrated in the program flow chart attached as Exhibit 2.

NOTE: The City will not be responsible in any manner for the selection of a contractor. The Applicant should pursue all activities necessary to determine contractor qualifications, quality of workmanship, and reputation. The Applicant will bear full responsibility for reviewing the competence and abilities of prospective contractors and secure proof of their licensing and insurance coverage.

Application Preparation

The Renew Arlington Overlay MCGP will work in conjunction with Chapter 656 (Zoning Code), Ordinance Code; Part 3, Subpart S (Renew Arlington Zoning Overlay), which will provide the Applicant with a consolidated review process for obtaining project approvals and permits. Therefore, grant program Applicants should be prepared to submit their grant application in a phased manner. The phased approach for submittal to the Office of Economic Development (OED) is as follows:

Initial Application

1. A completed and signed application (both property owner and Applicant if applicable)
2. Valid Applicant identification
3. A copy of the property tax bill/documentation to confirm property taxes are current and documentation to confirm ownership of the property

4. Unless the property owner is the applicant, the notarized Owner's Affidavit of Consent from the property owner authorizing the construction and improvements
5. A boundary survey
6. Aerial photograph (Google Maps) including the subject parcel and surrounding parcels

OED Staff/Applicant Collaboration

When the requirements of the Initial Application have been fulfilled, the Applicant will work with OED staff to create the schematic site design of the proposed improvements.

Final Documentation

1. A final site plan as submitted by the Applicant.
2. A detailed written description of the removal and the improvements and two (2) cost estimates from a licensed and registered design professional or contractor. Each bid should separately break out the costs for removal from the rest of the costs.
3. If impervious areas are to be added, relocated or rebuilt, the Applicant must provide a topographical survey
4. A project schedule and estimated date of completion
5. Other reasonable information as requested by OED.

Program Parameters

Funds provided through this program must be used for fencing, signs and landscaping/landscape buffers of nonresidential properties that are within the boundary of the Renew Arlington CRA. The project must be in compliance with the Renew Arlington Zoning Overlay and must be approved by the Office of Economic Development.

At the time of application, a Grant will not be awarded solely for repairs or improvements if there are already cited code violations at the property requiring corrective actions. In no event will a grant be awarded to only meet the required improvements associated with the proffers of a Conditional Rezoning, the conditions of a Conditional Use Permit, or the requirements of a Special Exception.

Grant Projects that fall within the five year amortization as stated in the Zoning Overlay will qualify for a Mandatory Compliance Grant. After May 1, 2025, properties will be deemed out of compliance and the property owner will no longer be eligible to apply for grant funding.

If a MCGP application(s) has been received and approved prior to the May 1, 2025 deadline and funding has not been appropriated, the application(s) will be honored and a time extension will be granted until such funding becomes available.

Legal Entity

The Applicant, which will be the entity receiving the grant funds, may be either an individual or another legal entity such as a sole proprietorship, a partnership, or a corporation. In some cases, the owner of the property may be different than the Applicant for the grant in which case the entity or person that will be reimbursed for the expense of the project must be identified, and if not an individual, then in good standing with the Florida Secretary of State, Division of Corporations.

Permits

Upon completion of the work specified in the Grant Agreement, proof of City final inspection will be required before Grant funding is disbursed.

Legislative Guidelines

All funding to Applicant(s) receiving Renew Arlington Mandatory Compliance Grant Program will be administered by the Office of Economic Development in accordance with the terms of the Agreement by and between the Applicant and the City of Jacksonville.

Extension

An extension may be considered as part of the Agreement or on a case by case basis. OED has the authority to extend a contract no later than May 1, 2025, unless the Agreement was delayed due to availability of funds.

FENCING COMPLIANCE GRANT GUIDELINES

Funds provided through this program can be used to assist the Applicant in meeting the terms of the Renew Arlington Zoning Overlay. The project must be in compliance with the Renew Arlington Zoning Overlay, must be a nonresidential property, and must be approved by the Office of Economic Development prior to commencement of the project. The Grant will cover 100 percent of the costs for the amount stated in the Agreement. Project costs exceeding the awarded allowance will be funded by the Applicant.

Grant funds may be used by the Applicant for the following renovations:

Fencing

1. Fencing must adhere to the Renew Arlington Zoning Overlay and must be designed according to the criteria.
2. Fencing along the right of way shall be composed of wood, stone, masonry, pre-cast concrete, cast stone, vinyl or metal (in wrought iron style).
3. Chain link fence may be used, if not adjacent to a residential use, on the side (if not on a corner lot) and rear property lines, and shall be vinyl coated in black or green color.

The maximum grant amount will be determined after the final phase of the grant application process, which will include installation and material costs of the fencing. Project costs exceeding the awarded allowance for varying fence types and installation will be funded by the Applicant.

Grant funds may only be utilized for fencing as stated in Chapter 656 (Zoning Code), Ordinance Code; Part 3, Subpart S(Renew Arlington Zoning Overlay), the Renew Arlington Zoning Overlay. Reimbursement will be provided for the total cost or the awarded allowance, whichever is less.

The awarded allowance for fencing shall not exceed \$22.00 per linear foot. The linear foot requirement will be established by the City approved site plan.

If an existing fence must be removed in order for the Applicant to come into compliance with the Renew Arlington Zoning Overlay, the MCGP will reimburse the removal cost in addition to the awarded allowance. The Applicant must submit at least two bids to OED. OED may authorize the amount of the lowest bid or require the Applicant to get a third bid. Each bid should separately break out the costs of removal from the rest of the costs.

SIGNAGE COMPLIANCE GRANT GUIDELINES

Funds provided through this program can be used to assist the Applicant in meeting the terms of the Renew Arlington Zoning Overlay. The project must be in compliance with the Renew Arlington Zoning Overlay, must be a nonresidential property, and must be approved by the Office of Economic Development prior to commencement of the project. The Grant will cover 100 percent of the amount stated in the Agreement. Project costs exceeding the awarded allowance will be funded by the Applicant.

Grant funds may be used by the Applicant for the following renovations:

Signage (Only Free-Standing)

- This grant can only be utilized for removal and replacement of existing signage deemed out of compliance with the Renew Arlington Zoning Overlay.
- Exterior free-standing signs must be in compliance with the City of Jacksonville's sign ordinance, the Renew Arlington Zoning Overlay and must be designed according to the criteria. (Interior and wall signs are not included in this Mandatory Compliance Grant.)
- One (1) identity freestanding sign per lot per street frontage, provided they are located no closer than 200 feet apart (as measured in the Zoning Code); size determined as follows:

Parcel Size	Max Area per Side (sq. ft.)	Max Height (ft.)	Max Allowance \$175.00 per sq. ft.
Less than 1 acre	36	12	\$6,300.00
1 acre to 3 acres	50	12	\$8,750.00
Greater than 3 acres to 5 acres	75	18	\$13,125.00
Greater than 5 acres	200*	35	\$35,000.00

*100 sq. ft. for properties located in the Arlington Road Area

- One (1) additional identity sign shall be permitted if the parcel's road frontage equals or exceeds 500 linear feet, provided signs are located no closer than 200 feet apart (as measured in the Zoning Code).

The maximum grant amount will be determined based on the parcel size. Project costs exceeding the maximum allowance will be funded by the Applicant.

Grant funds may only be utilized for signage as stated in Chapter 656 (Zoning Code), Ordinance Code; Part 3, Subpart S (Renew Arlington Zoning Overlay), the Renew Arlington Zoning Overlay. Reimbursement will be provided for the total cost or the maximum grant amount, whichever is less.

The existing sign must be removed in order for the Applicant to come into compliance with the Renew Arlington Zoning Overlay. The MCGP will reimburse the removal cost of the existing sign in addition to the awarded allowance for the replacement sign. The Applicant must submit at least two bids to OED. OED may authorize the amount of the lowest bid or require the Applicant to get a third bid. Each bid should separately break out the costs of removal from the rest of the costs.

LANDSCAPE/LANDSCAPE BUFFER COMPLIANCE GRANT GUIDELINES

Funds provided through this program can be used to assist the Applicant in meeting the terms of the Renew Arlington Zoning Overlay. The project must be in compliance with the Renew Arlington Zoning Overlay, must be a nonresidential property, and must be approved by the Office of Economic Development prior to commencement of the project. The Grant will cover 100 percent of the costs for the landscaping design as shown in the Agreement. Project costs exceeding the Agreement will be funded by the Applicant.

Grant funds may be used by the Applicant for the following renovations:

Landscaping/Landscaped Buffers

Landscaping and tree protection shall be provided in accordance with Part 12 of the Zoning Code with the following additional and superseding provisions:

University Village and Catalyst Character Areas

1. A minimum five-foot landscape buffer shall be provided along the boundary of all non-residential Vehicle Use Areas (VUAs) abutting public right-of-way. No more than 25 % of the landscaped area may be grass or mulch; the balance shall be landscaped with trees, shrubs or ground covers.

University Commercial, Arlington Road and Merrill Commercial Character Areas

1. A minimum four-foot landscape buffer shall be provided along the boundary of all non-residential VUAs abutting public right-of-way. No more than 25 % of the landscaped area may be grass or mulch the balance shall be landscaped with trees, shrubs or ground covers.

Grant funds may only be utilized for landscaping as stated in Chapter 656 (Zoning Code), Ordinance Code; Part 3, Subpart S(Renew Arlington Zoning Overlay), the Renew Arlington Zoning Overlay. The approval process will be in accordance with the as illustrated in the program flow chart attached as Exhibit 2. The Applicant must submit at least two bids to OED. OED may authorize the amount of the lowest bid or require the Applicant to get a third bid. The Mandatory Compliance Grant amount will be determined based on approval of bids and stated within the executed Agreement. Reimbursement will be provided for the actual documented cost of the project or the stated amount in the Agreement, whichever is less.