

TERMINATION OF
DEVELOPMENT AGREEMENT

Between

THE CITY OF JACKSONVILLE
a municipal corporation of the State of Florida

and

FIRST COAST LAND DEVELOPMENT

Dated:

_____, 2021

TERMINATION OF DEVELOPMENT AGREEMENT

THIS TERMINATION OF DEVELOPMENT AGREEMENT (“Termination”) made and entered into this _____ day of _____, 2021, by and among the **CITY OF JACKSONVILLE**, a municipal corporation of the State of Florida (hereinafter the “City”), and **FIRST COAST LAND DEVELOPMENT INC.**, an individual, (hereinafter “FCLD”).

RECITALS

A. FCLD was formerly the owner of certain real property in Duval County, Florida (the “Property”), which Property is located on the west side of Firestone Road and north of Wilson Boulevard. A legal description of the Property is set forth in the Development Agreement at Exhibit “A,” as said term is defined therein.

B. FCLD and the City entered into a Development Agreement for CRC 40796.1, dated February 25, 2010, with an Effective Date on March 3, 2010. The Development Agreement was approved as Ordinance 2011-734-E and recorded in Official Records Book 15864, pages 1077-1094 of the current public records of Duval County, Florida (the “Development Agreement”).

C. The Development Agreement reserved sufficient traffic circulation capacity to permit development of 17,000 enclosed square feet of Shopping Center (ITE Code 820).

D. The Development Agreement provided for a Duration of Agreement which, pursuant to statutory extensions, expires on August 26, 2025.

E. On July 2, 2021, FCLD transferred ownership of all of the Property to the City pursuant to Ordinance 2021-176-E.

F. FCLD did not transfer any of the Reserved Capacity, rights, or obligations stemming from the Development Agreement to the City. The City affirmatively elected

not to take an assignment of the Reserved Capacity or any of FCLD's rights or obligations under the Development Agreement.

G. The City does not meet the definition of a Designated Transferee as defined in Section 2 of the Development Agreement and the City is not a party to, and does not have any rights or obligations under, the Development Agreement.

H. To date, the Property has not been developed and all enclosed square feet remain under the Development Agreement.

I. Intentionally Omitted.

J. FCLD requests a Termination of the Development Agreement due to the change in ownership of the Property.

K. The City has requested, and FCLD has agreed to provide, a Termination of the Development Agreement.

L. City and FCLD will permanently and forever release one another from any and all claims, indebtedness, and obligations under, related to, or arising out of the Development Agreement.

M. FCLD has paid the application fee and all notice and advertising fees for the Termination.

N. This Termination is entered into pursuant to Section 14(c) of the Development Agreement, which authorizes amendments to the Development Agreement by written instrument executed by City and FCLD; Section 163.3237, Florida Statutes, which authorizes amendments to or cancellations of development agreements by mutual consent of the parties; and pursuant to Chapter 655, Ordinance Code. To the extent applicable, the exhibits required by Ordinance Code Section 655.205(h) are attached hereto as Exhibits A through H.

NOW, THEREFORE, in consideration of the covenants herein made and the performance thereof, the parties hereto agree as follows:

1. Recitals True. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Definitions of Terms Used in this Termination. All proper terms appearing in this Termination and in the Development Agreement shall be defined as they are defined in the Development Agreement, unless otherwise specified.

3. Termination of Development Agreement. Pursuant to Section 163.3237, Florida Statutes, Sections 655.205 (g) and (h), Ordinance Code, and Paragraph 14(c) of the Development Agreement, the City and FCLD hereby terminate the Development Agreement.

4. Irrevocable Release of Rights and Obligations. The City and FCLD, for themselves and their successors and assigns, hereby forever and fully release and discharge the other party, its successors and assigns, from any and all manner of claims, rights, obligations, expenses and money of any sort, that the releasing party may have against the other pursuant to, as a result of, or arising directly or indirectly out of the Development Agreement.

5. Obligations of the Parties. The City and FCLD, their successors and assigns, shall have no further claims, rights or obligations under the Development Agreement, and the Development Agreement shall be of no further force or effect.

a. Regarding Sec. 655.205(h) (1) (i), *Ordinance Code*, there are no impacts requiring mitigation by FCLD due to the proposed termination of the Development Agreement.

b. Regarding Sec. 655.205(h) (1) (ii), *Ordinance Code*, no development permits or other approvals have been issued which authorize development of the Property.

c. Regarding Sec. 655.205(h) (1) (iii), *Ordinance Code*, there are no conditions that the developer is required to satisfy regarding development of the property. No portion of the property has been, or was required to be, developed.

6. Sec. 655.205(h)(2), *Ordinance Code*, information.

- a. There has been no development on the property, and no state or federal permits applied for or obtained. The property has been sold to the City for a fire station, thus the currently approved site plan that is part of the Development Agreement is irrelevant.
- b. There are no separate entities with ownership of any part of the Property, thus a certification of concurrence is not required.
- c. The reason for cancellation is that the Property was sold to the City for a fire station pursuant to Ordinance 2021-176-E, and the City is not in need of the Reserved Capacity of vehicle trips on the City's roadway system.

7. Miscellaneous.

- a. Recording. This Termination shall be recorded in the public records of Duval County, Florida.
- b. Effective Date. This Termination shall be effective upon recordation in the public records of Duval County, Florida.
- c. Necessary Procedures. The parties represent, warrant and agree that this Termination has been entered into after compliance with all applicable procedures which relate to the adoption, execution, enforceability or validity of this Termination.
- d. Headings. The headings of the paragraphs in this Termination are for convenience of the reader and do not control the meaning of the provision of this Termination.
- e. Severability. If any part of this Termination is finally found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Termination shall continue to be enforceable.

f. Exhibits. The following exhibits are attached hereto pursuant to Section 655.205(h), *Ordinance Code*:

Exhibit A: Legal Description & Approved Development Plan

Exhibit B: Amended Development Plan

Exhibit C: Permits Applied for or Obtained to Date

Exhibit D: Remaining Undeveloped Lands

Exhibit E: Certificate of Concurrence

Exhibit F: Reason for Termination

Exhibit G: Material Adverse Impacts

Exhibit H: Conditions to Development Agreement

Remainder of page intentionally left blank.

CITY OF JACKSONVILLE

By: _____
Its: Mayor

By: _____
Its: Corporation Secretary

APPROVED:

ASSISTANT GENERAL COUNSEL
as Attorney for the City

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 _____, Mayor of the City of Jacksonville, on behalf of the City. _____ is personally known to me or who has produced a valid driver's license as identification.

Notary Public, State of Florida
Name: _____

My Commission Expires: _____
My Commission Number is: _____

FIRST COAST LAND DEVELOPMENT INC.

By: _____

Print: _____

Its: _____

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 First Coast Land Development Inc.. Such person did not take an oath and: *(notary must check applicable box)*

- : is personally known to me; or
- : produced a current _____ driver's license as identification; or
- : produced _____ as identification

[Print or type name]

NOTARY PUBLIC

My Commission Expires:

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Exhibit A

Legal Description and Site Plan

Lot 9, Block 3, SWEETWATER PARK, a Subdivision as recorded in Plat Book 21 at page 30, current public records of Duval County, Florida.

Parcel Identification Number: 012570-0000

Lot 8, Block 3, SWEETWATER PARK, a Subdivision as recorded in Plat Book 21 at page 30, current public records of Duval County, Florida.

Parcel Identification Number: 012569-0000

Approved Development Plan

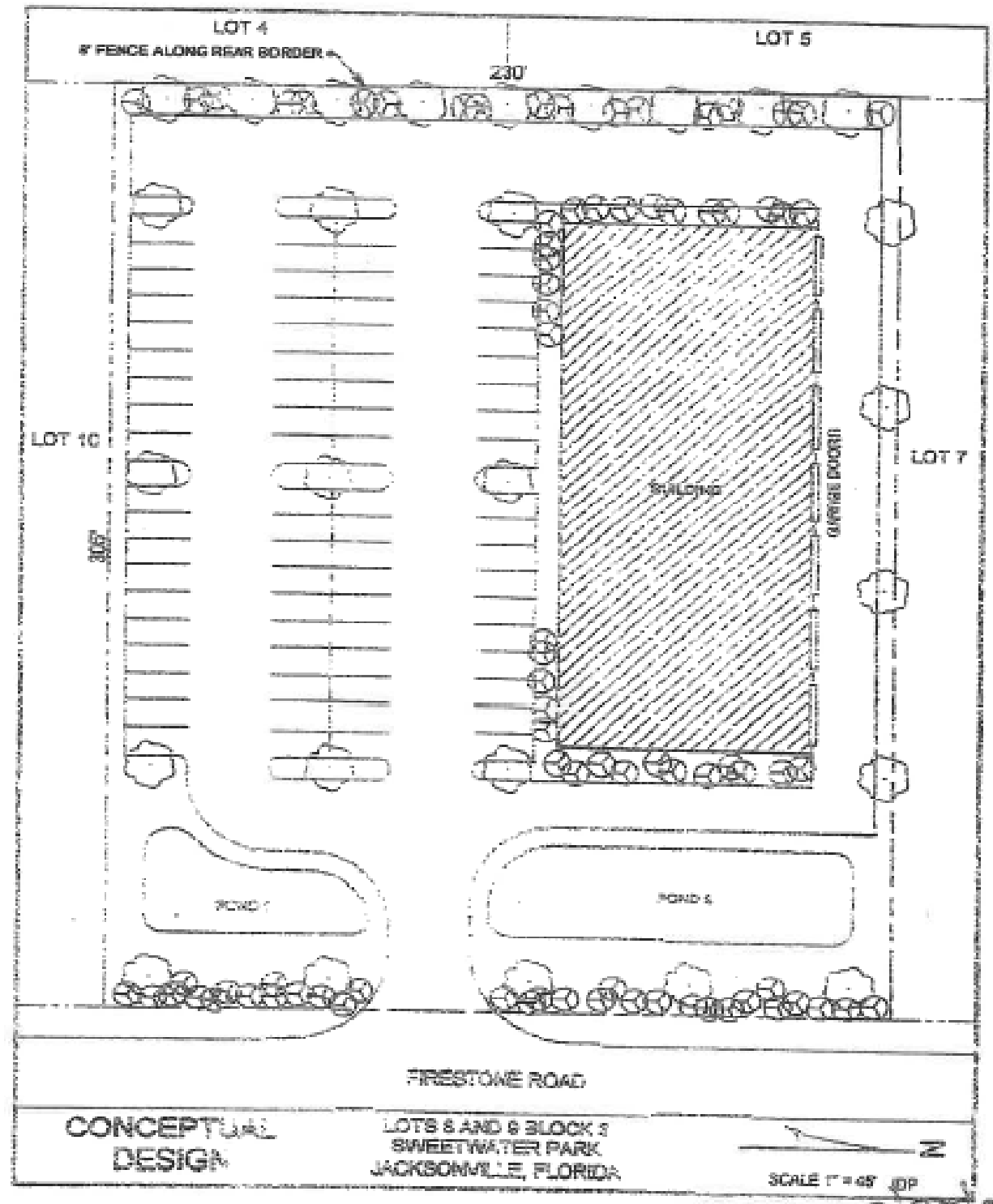


Exhibit B

There is no development planned by FCLD as the property has been sold to the City of Jacksonville.

Exhibit C

Permits Applied for or Obtained to Date

No state or federal permits have been applied for or obtained.

Exhibit D

Remaining Undeveloped Lands

To date, none of the Property has been developed and all of the Property has been sold to the City of Jacksonville which did not assume any Reserved Capacity, rights, or obligations under the Development Agreement.

Exhibit E

Certificate of Concurrence/ NA

There are no separate entities with ownership of any part of the Property, thus a certification of concurrence is not required.

Exhibit F

Reason for Termination

The Property was sold by FCLD to COJ. FCLD did not transfer any rights or obligations or interest in the Development Agreement to COJ, and COJ did not assume any rights or obligations under the Development Agreement. COJ does not qualify as a Designated Transferee, as defined by Exhibit E to the Development Agreement. FCLD's sale of all of the Property to COJ has rendered FCLD's rights under the Development Agreement obsolete and useless, and COJ has requested that FCLD provide evidence that the Development Agreement had been terminated, therefore FCLD requests a termination of the Development Agreement.

Exhibit G

Adverse Impacts

FCLD is seeking a termination of the Development Agreement. There are no material or minor adverse impacts on any existing resources and/or any existing or planned facilities in the area as a result of the proposed termination.

Exhibit H

Conditions to Development Agreement/NA

There are no conditions to the Development Agreement.