

LAND DONATION AGREEMENT

(Affordable Housing – Chapter 122, Part 4, Subpart B)

THIS LAND DONATION AGREEMENT (“**Agreement**”) is effective this _____, 2024 (“**Effective Date**”), and is by and between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida, whose mailing address is Attn: Chief of Real Estate Division, 214 N. Hogan Street, 10th Floor, Jacksonville, Florida 32202 (“**City**”) and **DESTINED FOR A CHANGE, INC.**, a Florida not for profit corporation, whose mailing address is 539 Estes Road, Jacksonville, Florida 32208 (“**Entity**”).

BACKGROUND FACTS

WHEREAS, City is the owner of a parcel of land more particularly described and depicted on **Exhibit A** attached hereto (the “**Property**”); and

WHEREAS, City has determined there is no public need for the Property pursuant to Section 122.422, *Ordinance Code*; and

WHEREAS, Entity has advised City of its interest in acquiring the Property for affordable housing uses and has agreed to complete certain improvements to the Property to establish and increase affordable housing options in Jacksonville, and City desires to convey the Property to Entity for this purpose; and

WHEREAS, in exchange for City’s conveyance of the Property to Entity, Entity agrees to perform certain obligations in accordance with the terms and conditions provided herein; and

NOW THEREFORE, for and in consideration of the mutual benefits each to flow to the other, the parties covenant and agree as follows:

1. BACKGROUND FACTS AND CAPITALIZED TERMS

The Background Facts above are true and correct and incorporated herein by reference. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Ordinance.

2. DEFINITIONS

- a) “**Commitment**” shall mean title report or owners title insurance commitment issued by a title agent for a licensed title insurance company, together with copies of all exception documents, committing to insure Entity’s fee simple title in the Property.
- b) “**Conveyance Date**” shall mean such date on or before sixty (60) days after the conclusion of the Inspection Period that this transaction is consummated.
- c) “**Deed**” shall mean the deed in substantially the form attached hereto as **Exhibit B**.
- d) “**Defaulting Party**” shall mean a party that fails to observe or perform any of the covenants, conditions, or obligations of this Agreement.
- e) “**Effective Date**” shall mean the last date that either party executes this Agreement.

- f) “Entity Obligations” shall mean Entity’s obligations under this Agreement and as described in the Ordinance which require Entity to obtain all necessary land use and zoning designations and any other entitlements on the Property for development of the Property for affordable housing within two (2) years of the Conveyance date and to construct, at Entity’s sole expense, the Project within two (2) years of obtaining the necessary land use and zoning designations and any other necessary entitlements, as evidenced by receipt of a Certificate of Occupancy, and to retain the Property for affordable housing purposes in perpetuity.
- g) “Inspection Period” shall mean the forty-five (45) day period immediately following the Effective Date during which Entity may enter upon the Property to inspect, examine and investigate the Property to determine whether or not the same is feasible for the Intended Use.
- h) “Intended Use” shall mean the Property shall be used for affordable housing in perpetuity. The Property shall at all times be owner-occupied as a primary residence. For the purposes of this Agreement, "affordable housing" shall be defined as housing that is affordable by a person or family whose then-current family income does not exceed 140% of the then-current area median gross income for the City of Jacksonville, Duval County, Florida Standard Metropolitan Statistical Area as determined by the Secretary of the United States Department of the Treasury, to be verified by the City’s Housing and Community Development Division at each conveyance of the Property.
- i) “Ordinance” shall mean Ordinance 2024-758-E or Chapter 122, Subpart B of the City Ordinance Code, as applicable.
- j) “Project” means the permitting, development and construction of affordable housing on one or more parcels that comprise the Property.
- k) “Property” shall mean the parcel or parcels more particularly described on **Exhibit A** attached hereto.
- l) “Right of Reentry” shall mean the City’s right to enter and retake ownership and possession of the Property after the Conveyance Date in the event that Entity or its successors and assigns fail to meet the Entity Obligations or to utilize the Property for affordable housing purposes in perpetuity.
- m) “Survey” shall mean a boundary survey of the Property prepared by a licensed Florida land surveyor at Entity’s sole expense.
- n) “Title Insurer” shall mean the licensed title insurance company that issues the Commitment.

3. CONSIDERATION

The parties agree that the consideration for City’s conveyance of the Property to Entity is Entity’s performance of the Entity Obligations and the other terms and conditions provided in this Agreement.

4. CONVEYANCE OF PROPERTY

(a) Conveyance of Property. City hereby agrees to convey to Entity on the Conveyance Date, and Entity agrees to accept from City the Property in its “as-is, where is, with all faults” condition, together with all of City’s rights, easements, licenses, privileges in or appurtenant to the Property.

(b) Deed of Conveyance. On the Conveyance Date, City shall convey to Entity the Property in fee simple by Quitclaim Deed in its “as-is, where is, with all faults” condition, making no representations and warranties as to the condition of the Property.

5. INSPECTION OF PROPERTY

(a) Duration. Entity and its agents shall have the right during the Inspection Period to enter upon the Property to inspect, examine and investigate the Property to determine whether or not the same is feasible for the Intended Use.

(b) Entry and Inspection. Entity shall have the right to enter upon any portion of the Property to physically inspect and examine and survey the Property at Entity’s sole expense. Entity may not perform any environmental testing on the Property without City’s permission which may be withheld. Entity shall require its contractors and subcontractors to obtain any insurances required herein prior to performing any inspection of the Property pursuant to this Section. Following Entity’s inspection of the Property, Entity shall restore the Property to its original condition. Entity shall indemnify, defend and hold City harmless from and against any and all claims, costs, expenses and damages to persons and/or Property incurred by, through, or out of the exercise of such inspection. Entity’s indemnity set forth herein shall survive the Conveyance Date or the termination of this Agreement.

(c) Termination. Entity shall have the right at any time during the Inspection Period to notify City in writing that it has elected to terminate this Agreement, if Entity reasonably determines that the Property is not feasible for the Intended Use. Upon delivery of written notice of termination to City, this Agreement shall terminate and the parties shall be relieved of all further obligations under this Agreement which do not specifically survive its termination. If Entity determines prior to the expiration of the Inspection Period that the Property is satisfactory, Entity may provide written notice to City of the same, and the Inspection Period shall be deemed as expired as of such date on said written notice.

6. SURVEY AND TITLE

(a) Survey. Entity may within thirty (30) days after the Effective Date, at Entity's cost and expense, obtain a Survey of the Property.

(b) Title. Entity may within thirty (30) days after the Effective Date, at Entity's cost and expense, obtain a Commitment issued by a Title Insurer, which shall insure Entity’s fee simple title to the Property. Upon Entity’s receipt of the Commitment, Entity shall forthwith furnish a copy thereof to City together with copies of any encumbrances. Entity, at its option, may purchase a title policy, for its benefit. The Property shall be conveyed subject to those matters appearing in the Commitment unless such matters are removed by the Title Insurer prior to the Conveyance Date.

(c) Entity’s Review. Entity shall examine the Survey and Commitment and to determine whether they reveal any title defects or objectionable matters. If either the Commitment or Survey reveals any encroachments, overlaps, easements, restrictions, covenants, conditions,

liens, encumbrances, other title defects, or other matters that are unacceptable to Entity, with respect to the Property, Entity shall give written notice to City of such defects no later than five (5) days prior to the expiration of the Inspection Period, and City shall use commercially reasonable efforts to remedy or remove any such objectionable matters prior to the Conveyance Date. If City does not cure such defects prior to the Conveyance Date, Entity may, at its option (i) terminate this Agreement upon written notice to City and the parties shall thereafter be relieved of all further obligations under this Agreement which do not specifically survive its termination; or (ii) accept the uncured defects and take the Property and title to the Property as they then exist.

7. FINAL ACCEPTANCE

Upon the expiration date of the Inspection Period, or upon such sooner date as Entity delivers notice to City waiving all or part of the Inspection Period, Entity shall be deemed to have accepted the Property (the "Final Acceptance Date") and shall proceed to Closing.

8. CASUALTY

Risk of any casualty to or loss of the Property or Project occurring prior to the Conveyance Date shall be borne by Entity. Notwithstanding the foregoing, if all or any portion of the Property or access thereto shall be damaged by fire or other casualty prior to the Conveyance Date, then City shall provide immediate written notice thereof to Entity and, at Entity's option, (i) this Agreement shall terminate and the parties shall be relieved of all further obligations under this Agreement which do not specifically survive its termination, or (ii) Entity may consummate the transaction. Entity shall make an election in writing within five (5) days after City shall have notified Entity in writing of such casualty damage and the Conveyance Date shall be extended if necessary to accommodate this notice period.

9. CONVEYANCE DATE

The transactions to occur on the Conveyance Date shall take place at office of City's Real Estate Division.

10. DOCUMENTS TO BE DELIVERED ON THE CONVEYANCE DATE

(a) On or before the Conveyance Date, City shall deliver to Entity the following documents:

- (i) The executed Deed in the form attached hereto as **Exhibit B**; and
- (ii) Any and all other documentation as may be reasonably required to consummate the transactions contemplated in this Agreement.

(b) On or before Conveyance Date, Entity shall deliver to City the following documents:

- (i) The executed Affordable Housing Covenants and Restrictions as set forth in **Exhibit C**; and
- (ii) Any and all other documentation as may be reasonably required to consummate the transactions contemplated in this Agreement.

(c) The Deed and Affordable Housing Covenants and Restrictions shall be recorded by City at Entity's sole expense within ten (10) days after the Conveyance Date.

11. POSSESSION

Possession of the Property shall be delivered by City to Entity on the Conveyance Date.

12. CONVEYANCE COSTS

Entity shall pay for all conveyance costs including, but not limited to, Entity's attorney's fees, the Survey, the Commitment, owner's title, recording fees, documentary stamp taxes, and all costs for title curative documents.

13. TAXES AND ASSESSMENTS

The Property has been exempt from ad valorem taxes while owned by City. The Entity shall be responsible for the ad valorem taxes after the Conveyance Date.

14. INDEMNIFICATION.

Entity will assume all liability, and defend and hold City harmless, for any injury or damage to person or property of third parties which may occur as a result of Entity's activities and obligations set forth in this Agreement.

15. PROHIBITED PROPERTY TRANSFER; MAINTENANCE COVENANT

(a) Prohibited Property Transfer. Entity shall not transfer or convey the Property to an individual, family or entity unless such transfer or conveyance is to an individual, family or entity that is committed to maintaining the Property for the Intended Use.

(b) Maintenance Covenant. Entity shall maintain the Property, including but not limited to, lawn maintenance, until such time as the Property is conveyed to an individual, family or entity who shall assume responsibility for such maintenance.

(c) Survival. The covenants in this Section shall survive the Conveyance Date.

16. DEFAULT.

(a) Notice and Cure Period. The failure to observe or perform any of the covenants, conditions or obligations of this Agreement within thirty (30) days after the issuance of written notice specifying the nature of the default claimed shall constitute a material default and breach of this Agreement by the non-performing party ("Defaulting Party"); provided, however, if such condition is of a nature that it cannot be corrected within thirty (30) days, then such party shall not be in default so long as it commences such cure promptly after receiving such notification, and diligently pursues such cure and such cure is in any event completed within sixty (60) days.

(b) Self-Help. With respect to any default under this paragraph, any party shall have the right, but not the obligation, to cure such default by the payment of money or the performance

of some other action for the account of and at the expense of the Defaulting Party; provided, however, that in the event the default shall constitute an emergency condition, any party acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances, or if necessary, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the party shall have the irrevocable right upon prior written notice to enter upon the property of the Defaulting Party to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Party. In the event any party shall cure a default, the Defaulting Party shall reimburse the curing party for all costs and expenses incurred in connection with such curative action, within thirty (30) days of receipt of demand, together with reasonable documentation supporting the expenditures made.

(c) Remedies. 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. 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.

(d) City's Additional Remedies. City shall have the right, at its option, to either: (1) re-enter and take possession of the Property if Entity fails to comply with the terms of this Agreement. Such right of re-entry shall be memorialized in the Deed. Upon City's decision to re-enter and take possession of the Property, Entity shall be required to convey the Property to the City at no cost.

(e) City's Right to Specific Performance. City shall have the right to terminate this Agreement if Entity fails to comply with the terms of this Agreement and obtain a court decree to compel specific performance by Entity of any term, condition or covenant of this Agreement, it being agreed that the remedy at law for a breach of any such term, covenant, or condition by Entity is not adequate.

17. BINDING EFFECT

This Agreement shall run with the land and shall inure to the benefit of and be binding upon City, its successors and assigns, and Entity, its successors and assigns.

18. NOTICES

Any and all notices, which are permitted or required in this Agreement, shall be in writing and shall be duly delivered and given when personally served, mailed or delivered by electronic mail to the person at the address designated below. If notice is mailed, the same shall be mailed, postage prepaid, in the United States mail by certified or registered mail – return receipt requested. Notice shall be deemed given on the date of personal delivery or mailing and receipt shall be deemed to have occurred on the date of receipt; in the case of receipt of certified or registered mail, the date of receipt shall be evidenced by return receipt documentation. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any entity may change its address as designated herein by giving notice thereof as provided herein or such other address either party from time to time specifies in writing to the other.

If to the Entity: Destined for a Change, Inc.
539 Estes Road
Jacksonville, FL 32208
Attn: Jacqueline Lattimore, President

If to City: Housing and Community
Development Division
214 N. Hogan Street, 3rd Floor
Jacksonville, FL 32202
Attn: Chief

With a copy to: Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Corporation Secretary

19. DATES AND TIME PERIODS

Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or other legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday. Time is of the essence in each party's performance of its respective obligations under this Agreement.

20. ENTIRE AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto and there are no other prior agreements or understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

21. ASSIGNMENT

This Agreement is not assignable by the Entity.

22. GOVERNING LAW; VENUE

This Agreement shall be governed and interpreted under the laws of the State of Florida. Venue for any action arising under this Agreement shall lie exclusively in the courts in and for Duval County, Florida.

23. HEADINGS

The paragraph headings used in this Agreement are for convenience purposes only and shall not be used in the interpretation of this Agreement.

24. EXHIBITS

All Exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

25. RELATIONSHIP OF PARTIES

The relationship of the parties is that of independent contractors. Nothing contained herein is intended to create, nor shall it ever be construed to make, Entity or City partners or joint venturers.

26. SEVERABILITY

The provisions of this Agreement are severable, and if any provision of any part hereof or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provisions or part hereof to other persons or circumstances shall not be affected thereby.

27. WAIVER

The waiver by one party of the performance of any covenant or condition herein shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant or condition herein. The waiver by either or both parties of the time for performing any act shall not constitute a waiver at the time for performing any other act or any identical act required to be performed at a later time. No waiver hereunder shall be effective unless it is in writing.

28. COUNTERPART EXECUTION

This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date set forth above.

DESTINED FOR A CHANGE, INC.

By: _____

Print Name: _____

Title: _____

ATTEST:

CITY OF JACKSONVILLE

By: _____

James B. McCain, Jr.,
Corporation Secretary

By: _____

Donna Deegan, Mayor

Form Approved:

By: _____

Office of General Counsel

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Property Legal Description



* The City of Jacksonville provides no warranties, expressed or implied, concerning the accuracy, completeness, or reliability of suitability of this location map for any particular use.

RE# 115088-0000 The North Eight feet of Lots 1 and 2, all of Lots 4 and 5, Block 30, Less the North 57 feet of the East 5 feet thereof, DOTENS SUBDIVISION, according to the plat thereof recorded in Plat Book 1, Page 61, of the current Public Records of Duval County, Florida.



EXHIBIT B to Land Donation Agreement
Deed Form

PREPARED BY/RETURN TO:

Assistant General Counsel
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, Florida 32202

Property Appraiser's
Parcel Identification No. 115088-0000

QUITCLAIM DEED

THIS INDENTURE, made this _____ day of _____, 2024, by and between the **CITY OF JACKSONVILLE**, a municipal corporation under the laws of the State of Florida, ("Grantor"), and **DESTINED FOR A CHANGE, INC.**, a Florida not-for-profit corporation, whose business address is 539 Estes Road, Jacksonville, Florida 32208 ("Grantee").

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00), and other good and valuable consideration in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby release, remise and quitclaim unto Grantee, its successors and assigns forever, all of Grantor's right, title, and interest in and to the following described lands, situate, lying and being in the County of Duval, State of Florida, to wit:

See Exhibit "A", attached hereto and incorporated herein by this reference.
(without benefit of a survey or title examination)

This deed shall release any rights of entry the City may have to subsurface minerals.

In addition, the Property is subject to the restrictive covenants set forth on Exhibit "B" attached hereto.

SUBJECT to any easements, reservations, leases, conditions, licenses, and restrictions, known or unknown or whether or not of record. This conveyance is specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature, or type whatsoever, from or on behalf of the Grantor, including but not limited to warranties of title, suitability or merchantability.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee, its successors and assigns forever.

RESERVING to Grantor a right of reentry should the Grantee fail to obtain the appropriate land use and zoning designations and other entitlements necessary to allow the property to be developed for residential (affordable housing) uses within two (2) years after the date of recordation of this Deed. Furthermore, that the Grantor reserves a right of reentry should the Grantee fail to develop the property with affordable housing within two (2) years of obtaining the appropriate land use and zoning designations and other necessary entitlements to develop the property for affordable housing, as evidenced by receipt of a certificate of occupancy. For the purposes of this conveyance, "affordable housing" shall be defined as housing that is affordable by a person or family whose then-current family income does not exceed 140% of the then-current area median gross income for the City of Jacksonville, Duval County, Florida Standard Metropolitan Statistical Area as determined by the Secretary of the United States Department of the Treasury, to be verified by the Housing and Community Development Division at each conveyance of the property. Should Grantee fail to comply

with these restrictions, Grantor shall have the right, but not the duty, to reenter the Property and upon exercise of such reentry, all right, title, and interest of Grantee shall revert to Grantor and Grantee shall execute and deliver a Special Warranty Deed to Grantor free of all liens and encumbrances. These restrictions touch and concern the land and run with the title to the property.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

Print Name: _____

Print Name: _____

CITY OF JACKSONVILLE, a Florida municipal corporation

By: _____
Donna Deegan, Mayor

Attest: _____
James R. McCain, Jr. as Corporation Secretary

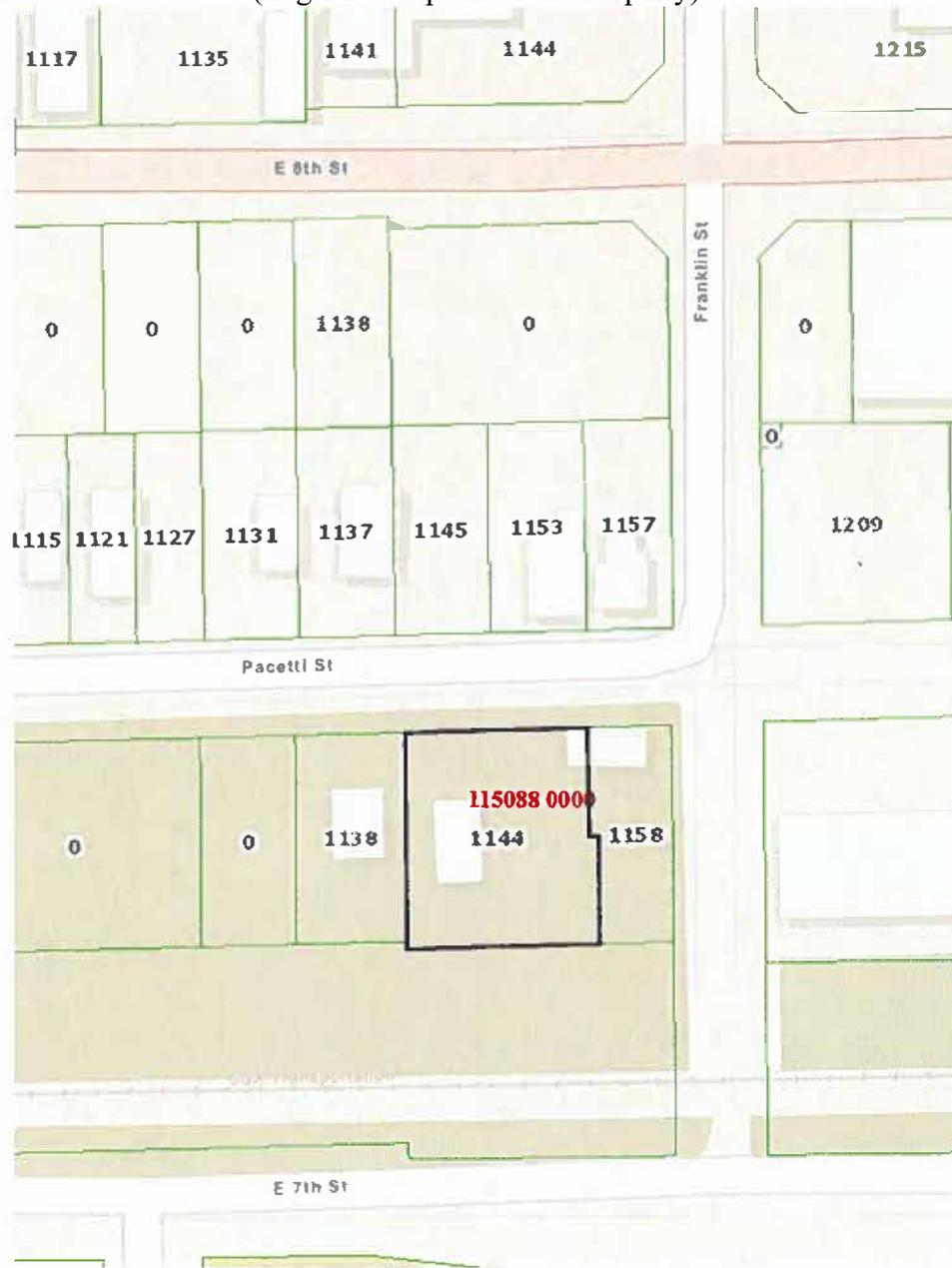
Form Approved:

By: _____
Office of General Counsel

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing Quitclaim Deed was acknowledged before me, by means of [] physical presence or [] online notarization, this __ day of _____, 20__, by _____, _____ for the CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida, on behalf of said political subdivision and municipal corporation [] who is personally known to me or [] who has produced _____ as identification.

Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____



* The City of Jacksonville provides no warranties, expressed or implied, concerning the accuracy, completeness, or reliability of suitability of this location map for any particular use.

RE# 115088-0000 The North Eight feet of Lots 1 and 2, all of Lots 4 and 5, Block 30, Less the North 57 feet of the East 5 feet thereof, DOTENS SUBDIVISION, according to the plat thereof recorded in Plat Book 1, Page 61, of the current Public Records of Duval County, Florida.



EXHIBIT "B" to Deed
(Restrictive Covenants)

RESTRICTIVE COVENANTS:

By acceptance and execution of this Deed, Grantee agrees, for itself and its successors and assigns, that the Property shall be owner-occupied as a primary residence and used for affordable housing purposes in perpetuity from the date of recording of this instrument. "Affordable housing" is that housing affordable by a person or family whose then-current family income does not exceed 140% of the then-current area median gross income for the City of Jacksonville, Duval County, Florida Standard Metropolitan Statistical Area as determined by the Secretary of the United States Department of the Treasury, to be verified by the Housing and Community Development Division at each conveyance of the property. If at any time subsequent to the recording date of this deed Grantor learns that the Property is not in compliance with the foregoing restriction, Grantee shall be deemed in violation thereof if Grantee fails to cure the same within thirty (30) days of having received written notice from the Grantor. Grantee shall indemnify and hold Grantor harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against the City relating to the covenants set forth herein or in connection with City's enforcement of this covenant. It is the intention of Grantor that the restrictions contained herein shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of the successors and assigns of Grantee, and to the Grantor, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. Grantor, and any interested member of the public, may enforce the foregoing restrictions by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of the Grantor to exercise its right in the event of the failure of the Grantee, its successors and assigns to comply with these covenants, shall not be deemed or construed to be a waiver of the Grantor's rights hereunder. These restrictions may also be enforced in a court of competent jurisdiction by any fee Owner of the Property or part thereof, or by any other person, firm, corporation, or governmental agency that is substantially benefitted thereby.

EXHIBIT C to Land Donation Agreement
Affordable Housing Covenant and Restriction Form

THIS INSTRUMENT WAS PREPARED BY:

Office of General Counsel
Office of General Counsel
117 W. Duval St., Suite 480
Jacksonville, FL 32202

AFFORDABLE HOUSING COVENANTS AND RESTRICTIONS

THIS AFFORDABLE HOUSING COVENANTS AND RESTRICTIONS (the “Declaration”) is dated _____, 2024 (“Effective Date”), and is made by **DESTINED FOR A CHANGE, INC.**, a Florida not for profit corporation (“Owner”), whose address is 539 Estes Road, Jacksonville, Florida 32208.

BACKGROUND FACTS:

A. Owner is the owner of that certain real property located in Duval County, Florida and more particularly described in Exhibit A, attached hereto and made a part hereof (the “Property”); and

B. Owner and the City of Jacksonville (“City”) entered into that certain Land Donation Agreement, (“Agreement”) dated _____, whereby the Owner agreed to construct the Project referenced therein and execute a perpetual covenant and restriction on the Property for affordable housing.

NOW, THEREFORE, Owner hereby declares the Property to be subject to the following covenants, conditions, and restrictions:

1. Background Facts and Capitalized Terms. The foregoing Background Facts are true and correct and incorporated herein. All capitalized terms shall have the meanings given to them in the Agreement.
2. Use Restriction. The Property shall only be owner-occupied as a primary residence and used for affordable housing purposes in perpetuity. “Affordable housing” shall be defined as housing that is affordable by a person or family whose then-current family income does not exceed 140% of the then-current area median gross income for the City of Jacksonville, Duval County, Florida Standard Metropolitan Statistical Area as determined by the Secretary of the United States Department of the Treasury, to be verified by the City’s Housing and Community Development Division at each conveyance of the Property.
3. Violation of Use Restriction. Owner shall be deemed in violation of the restriction contained in Section 2 of this Declaration if Owner fails to cure the same within thirty (30) days of having received written notice from the City of said violation.

4. Indemnification by Owner. Owner shall indemnify and hold the City harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against the City relating to the covenants set forth herein.
5. Prohibited Property Transfer. The Owner shall not transfer or convey the Property until such time that the Project has been completed in accordance with the Agreement terms.
6. Deed References. In order to ensure the perpetual nature of this Declaration, Owner, its successors and assigns, shall reference this Declaration in any subsequent deed of conveyance, including the recording book and page of record of this Declaration.
7. Covenants Running with the Land. It is the intention of Owner that the restrictions contained in this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of the successors and assigns of Owner, and to the City, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof.
8. Enforcement. The City, and any interested member of the public, may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of the City to exercise its right in the event of the failure of the Owner, its successors and assigns to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the City's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by Owner, its successors and assigns and the City. These restrictions may also be enforced in a court of competent jurisdiction by any fee Owner of the Property or part thereof, or by any other person, firm, corporation, or governmental agency that is substantially benefitted by this Declaration.
9. Severability. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions thereof. All such other provisions shall continue unimpaired in full force and effect.
10. Representations and Warranties. Owner covenants and represents that on the date of execution of this Declaration that Owner is seized of the Property in fee simple and has good right to create, establish, and impose the above covenant, restriction and condition on the use of the Property.
11. Governing Law. This Declaration shall be governed and interpreted under the laws of the State of Florida. Venue for any action arising under this Declaration shall lie exclusively in the courts in and for Duval County, Florida.

(The remainder of this page has been intentionally left blank by the parties. Signature page to immediately follow.)

IN WITNESS WHEREOF, Owner has caused this Declaration to be executed in its name as of the date first above written.

WITNESSES:

DESTINED FOR A CHANGE, INC.

By: _____

Print name: _____

Print Name: _____

Title: _____

Print name: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was executed, acknowledged and delivered before me, by means of [] physical presence or [] online notarization, this ____ day of _____, 20____, by _____, the President of _____, who is personally known to me or has produced a Florida driver's license as identification.

(NOTARIAL SEAL)

Notary Public, State and County Aforesaid
Print Name: _____
My commission expires: _____
My commission number: _____



* The City of Jacksonville provides no warranties, expressed or implied, concerning the accuracy, completeness, or reliability of suitability of this location map for any particular use.

RE# 115088-0000 The North Eight feet of Lots 1 and 2, all of Lots 4 and 5, Block 30, Less the North 57 feet of the East 5 feet thereof, DOTENS SUBDIVISION, according to the plat thereof recorded in Plat Book 1, Page 61, of the current Public Records of Duval County, Florida.

APPROVED
 DESCRIPTION AGREES
 WITH MAP
 CITY ENGINEERS OFFICE
 TOPO/SURVEY BRANCH

By SCC ate 1/13/13