

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:

CITY OF JACKSONVILLE, a Florida municipal corporation

Print Name: _____

By: _____
Donna Deegan as Mayor

Print Name: _____

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

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, for and on behalf of Mayor Donna Deegan, as aforesaid, and James R. McCain, Jr., as Corporation Secretary, on behalf of the City of Jacksonville, who are personally known to me.

Notary Public, State of Florida
Print Name: _____
Commission No. _____
My Commission Expires: _____

Form Approved:

Office of General Counsel

EXHIBIT "A" to Deed



* 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 see Date 1/10/13

EXHIBIT "B" to Deed

(Restrictive Covenants)

RESTRICTION: 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.