

AGREEMENT FOR DONATION

This Agreement for Donation is made this _____ day of _____, 2014, between _____, a Florida Non-Profit Corporation, hereinafter referred to as “Donee”, and the CITY OF JACKSONVILLE, a Municipal Corporation, (“City”).

WITNESSETH

WHEREAS, Donee has requested the City to convey to Donee the property described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, the City, Pursuant to Ordinance 97-14-E, codified at Section 122.461, Jacksonville Ordinance Code, has agreed to convey the subject property to Donee provided Donee agrees to certain conditions;

NOW THEREFORE, in consideration of the premises Donee and City do hereby stipulate and agree as follows:

1. City Agrees to convey to Donee the real property described in the attached Exhibit A (“Property”). The conveyance shall be by quitclaim deed and the Property shall be conveyed as is, where is, and with all faults. Without limiting the generality of the foregoing City does not warrant title, merchantability, or that the Property is suited for the purposes intended. Donee shall be responsible for the payment of all costs associated with the City’s conveyance of the Property to Donee, including recording fees and any fees assessed by the closing agent to close the transaction.

2. The Property will be used by Donee solely for the construction of affordable housing for low or moderate income individuals, and the deed shall be subject to a right of reentry if Donee fails to so use the Property.

3. Donee will commence construction of said housing on the Property within 12 months of the date of the deed of conveyance, unless such time is extended in writing by the Chief, Real Estate Division, City of Jacksonville. “Commence construction” means the actual and physical actions at the site beginning with clearing of soil and placement of foundations.

4. Donee will complete construction of said housing on the Property within 18 months of the date of the deed of conveyance. “Complete construction” means a certificate of occupancy has been issued for the Property.

5. Donee will assume full responsibility for construction of the homes on the Property in compliance with the appropriate building codes and all other applicable laws and regulations.

6. If after diligent effort construction of said housing is not feasible on the Property, Donee shall immediately convey the Property to the City of Jacksonville by Special Warranty Deed at no cost to

the City. "Feasible" relates to the physical condition of the site and does not include **Donee's** business decisions such as costs or profit.

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

**COMMUNITY DEVELOPMENT
COALITION CORPORATION**

CITY OF JACKSONVILLE

By: _____

By: _____

John M. Jones, Esq.
Acting Chief
Real Estate Division

Title): _____

RE# _____