

Legislative #
181001A

This Instrument Prepared by:
Nicolle Shalley, City Attorney
City of Gainesville
P.O. Box 490, Station 46
Gainesville, Florida 32627

ASSIGNMENT OF AGREEMENTS/OBLIGATIONS and PERSONAL PROPERTY

THIS ASSIGNMENT (this "Assignment") is made by and between the **Gainesville Community Redevelopment Agency**, a body public and politic of the State of Florida, whose address is 802 NW 5th Avenue, Suite 200, Gainesville, Florida 32601 ("CRA") and the **City of Gainesville**, a Florida municipal corporation, whose address is 200 East University Avenue, Gainesville, Florida 32601 ("City") with reference to the following facts:

A. As a result of discussions between the City and Alachua County that occurred between November 2017 and April 2019, the City and Alachua County entered into an Agreement regarding Community Development dated April 9, 2019 and recorded in Official Record Book 4675, Page 2154, of the Public Records of Alachua County (the "Agreement"); and

B. In furtherance of the Agreement, the City Commission adopted Ordinance No. 181001 which dissolves the CRA, creates the Gainesville Community Reinvestment Area, creates the GCRA Fund, maintains the four former CRA redevelopment trust funds until expended and creates a new City department to manage and administer the Gainesville Community Reinvestment Area effective as of October 1, 2019 (the "Ordinance"); and

C. This Assignment is entered into to document the assignment and assumption of all agreements/obligations and personal property from the CRA to the City in accordance with Section 5 of the Ordinance. The transfer of ownership interests in real property and fixtures will be done by separate Special Warranty Deed.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual agreements and covenants hereinafter set forth, CRA and City agree as follows:

1. **Assignment and Acceptance of Agreements and other Obligations.** Upon the effective date of the Ordinance, the CRA hereby assigns, transfers and sets over to the City all rights, title and interest held by the CRA in and to the agreements and obligations listed on the following Exhibits to this Assignment:

Exhibit A – CRA Agreements
Exhibit B – Façade Grant Agreements
Exhibit C – Existing PO/PD as of 7/25/2019
Exhibit D – Memoranda of Understanding
Exhibit E – CRA Debt

The CRA warrants and represents that said documents are in full force and effect and that the CRA is not in default under the terms of said documents. The City, through its GCRA Department and utilizing the GCRA Fund and/or former CRA redevelopment trust funds, hereby assumes and agrees to perform all the existing, remaining and executory obligations of the CRA under the documents. The City shall be entitled to all monies remaining to be paid under the documents, if any, which rights are also assigned hereunder. The parties agree that Debt owed to the City by the CRA will not be extinguished by operation of this Assignment or by operation of law, but rather will continue to be repaid to the City from the GCRA Fund and/or former CRA redevelopment trust funds.

2. **Assignment and Acceptance of Personal Property.** Upon the effective date of the Ordinance, the CRA hereby assigns, transfers and sets over to the City all rights, title and interest held by the CRA in and to the personal property listed on the Fixed Asset Inventory maintained by the City and the IT inventory maintained by the CRA, together with all other personal property owned by the CRA (collectively, the "Personal Property"). The CRA warrants and represents that it holds title to the Personal Property. The City hereby assumes and accepts the Personal Property, in its as-is condition and subject to any outstanding encumbrances, if any.

3. **Other Assets and/or Liabilities.** As set forth in Section 5 of the Ordinance, it is the express intent of the parties to this Assignment that, upon dissolution of the CRA, all assets and liabilities of the CRA (e.g., cash on hand, fund balance, agreements, obligations, personal property) whether or not they are specifically listed on the Exhibits to this Assignment are transferred to and accepted by the City. All transferred assets and liabilities of the former CRA will be administered and accounted for by the City on behalf of and for the account of its new GCRA Department.

This Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the CRA and the City have executed this Assignment.

Witness:

**GAINESVILLECOMMUNITY
REDEVELOPMENT AGENCY**

Name:

By: _____

Deborah Bowie, Interim CRA Executive
Director

Name:

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me on _____, 2019 by Deborah Bowie, as the Interim Executive Director, Gainesville Community Redevelopment Agency, who is personally known to me and duly sworn, acknowledged that as such officer she executed the foregoing instrument for the uses and purposes set forth and contained in this instrument.

Print Name: _____
Notary Public, State of Florida

CITY OF GAINESVILLE

Witness:

Name: _____

By: _____
Deborah Bowie, Interim City Manager

Name: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me on _____, 2019 by Deborah Bowie, as the Interim City Manager for the City of Gainesville, who is personally known to me and duly sworn, acknowledged that as such officer she executed the foregoing instrument for the uses and purposes set forth and contained in this instrument.

Print Name: _____
Notary Public, State of Florida