

c). Closing Affidavits. At Closing, City shall provide all evidence, affidavits, and other documentation reasonably required such that the Policy when issued shall not contain the so called “standard exceptions” for rights of parties in possession (other than tenants in possession under any leases accepted by Developer as “Permitted Exceptions”), matters of survey, unrecorded easements, and construction liens. The Commitment (and the Policy when issued) will contain an exception for the current year’s taxes and taxes for subsequent years, unless the Closing takes place in November or December, in which case the exception for taxes shall be for the year following the Closing and subsequent years.

d). Form of Conveyance and Closing Costs.

- 1). City shall convey the Property to Developer pursuant to a special warranty deed subject only to: (a) the current year’s taxes and taxes for subsequent years, unless the Closing takes place in November or December, in which case the exception for taxes shall be for the year following the Closing and subsequent years; (b) the Permitted Exceptions, and (c) the City’s Right of Reverter set forth in subparagraph (e).
- 2). Documentary stamps, if any, on the special warranty deed shall be the expense of City.
- 3). Documentary stamps, if any, on any mortgage securing the Construction Loan, shall be the expense of Developer.
- 4). City shall pay for the cost of all title insurance commitments, the owner’s title policy if issued, and recording of the deed.
- 5). Developer shall pay for the cost of any lender’s policy, if issued, recording of any mortgage, and all other expenses associated with Developer’s financing.
- 6). City shall pay for the cost of recording curative instruments.
- 7). Each party shall pay its respective attorney’s fees.

e). City’s Right of Reverter.

- 1). The special warranty deed conveying the Lot 6 Property shall include the following language:

Right of Reverter. Grantor expressly reserves unto itself, a right of reverter in and to the property described herein (“Property”), which right may be exercised at any time within ~~four~~ (4) six (6) years from the date of this Deed (“Reversion Period”), ~~in the event Grantor has designed, or hereafter designs, and plans to immediately construct, a public parking garage or related public facilities (“Parking Project”) on or including the Property.”).~~

~~If Grantor determines, in its sole discretion, that the Property is necessary for the Parking Project,~~ Grantor may exercise its right of reverter by providing written notice to Grantee within the Reversion Period. Within ninety (90) days after delivery of such notice, a closing shall occur at which Grantee shall deliver to Grantor a special warranty deed conveying fee simple title to the Property, free and clear of any and all encumbrances, and Grantor shall deliver payment to Grantee, or its successors or assigns, in the amount of: (a) One Million Two Hundred Fifty-Four Thousand Dollars (\$1,254,000). ~~Further, at .00), if closing occurs prior to the fourth anniversary of this Deed; or (b) the then-current appraised value as determined by an appraisal report conducted and certified by Stephen J. Albright, Jr., MAI, obtained by City no more than six months prior to closing.~~

At such ~~Closing~~closing, the parties shall enter into a written agreement providing for: (a) ~~the City's construction of the Parking Project without delay (which shall be further described), (b) Grantee's uninterrupted, exclusive use of one hundred (100) parking spaces ("Dedicated Spaces") in an alternative location within two blocks of the Property until completion of a parking garage on the Parking Project, (c) Grantee's Property, if a parking garage will be constructed by City, which shall be at City's sole and absolute discretion, (b) Grantee's~~ uninterrupted, ~~perpetual,~~ exclusive use of one hundred (100) Dedicated Spaces within ~~the Parking Project~~any City parking garage located on the Property following completion of ~~the Parking Project~~such parking garage, if constructed, and ~~(d)~~ Grantee's payment conditions for use of Dedicated Spaces. Such written agreement may limit the use of Dedicated Spaces to Grantee's employees, guests or invitees ("Permitted Users"), prohibit Grantor from charging anyone other than Permitted Users a fee for parking, and reasonably require Grantee to coordinate with Grantor for public use of the Dedicated Spaces during City special events to efficiently utilize the Parking Project without impairing the Grantee's use of the Dedicated Spaces.

- 2). It is acknowledged that the City's repurchase pursuant to the foregoing right of reverter may be paid through a lump sum and/or continuing payments derived from City CRA funds, which are anticipated to be available due to the extension of the term of the Downtown Community Redevelopment Area. The terms of such payment shall be incorporated in the written agreement referenced in the foregoing paragraph 4.2.5.e).1).
- f). City shall execute an owner's affidavit reasonably acceptable to City as may be required by Title Company to remove the so-called "standard exceptions" from any title insurance policy to be issued to Developer following Closing.
- g). As the Property is currently owned by City, it is not subject to ad valorem taxes or assessments. Therefore, taxes and assessments will not be prorated