

Redevelopment Agreement

among

The City of Jacksonville,

The Downtown Investment Authority,

and

Fuqua Acquisitions II, LLC

REDEVELOPMENT AGREEMENT

This **REDEVELOPMENT AGREEMENT** (this “Agreement”) is made this ___ day of _____, 2021 (the “Effective Date”), between the **CITY OF JACKSONVILLE**, a municipal corporation and a political subdivision of the State of Florida (the “City”), the **DOWNTOWN INVESTMENT AUTHORITY**, a community redevelopment agency on behalf of the City (the “DIA”) and **FUQUA ACQUISITIONS II, LLC**, a Georgia limited liability company (inclusive of its authorized assignees, the “Developer”).

Article 1. PRELIMINARY STATEMENTS

1.1 The Project.

(a) Overview. The Developer has submitted a proposal to the DIA to redevelop a portion of an approximately 18.34-acre site (comprised of 12.63 acres total upland area, and 5.70 acres total submerged land area) known generally as the Times Union Property located along the Northbank of the St. Johns River in Jacksonville, Florida (the “Times Union Parcel” as further detailed on Exhibit A attached hereto), within the Downtown West Northbank Community Redevelopment Area. The Times Union Parcel is presently bisected by a creek known as McCoy’s Creek (as defined below, “McCoy’s Creek”), which flows over a bulkheaded streambed owned by the City (as defined below, the “Creek Parcel”), underneath a concrete cover and outfalls into the St. Johns River. Independent of this Agreement, the City has allocated substantial resources to the “McCoy’s Creek Restoration Project” to remedy neighborhood flooding associated with the present condition of McCoy’s Creek. As part of this unique redevelopment opportunity, the City desires to uncover and widen McCoy’s Creek, which would alleviate flooding and increase recreational opportunities.

At the time of acquisition of the Times Union Parcel by the Developer (as defined below, the “Closing Date”), the City will purchase approximately 4.95-acres (comprised of 3.45 acres upland area, and 1.50 acres submerged land area) of the Times Union Parcel from the Developer (as defined below, the “City Parcel”) for \$6,040,680, and the City intends to develop the upland acres into a new, riverfront City park and also to serve as a realigned streambed for an uncovered, naturalized McCoy’s Creek. On or about the Closing Date, the City will convey a 12.5’ strip of land bisecting the Times Union Parcel (as defined below, the “City Land”), and the City and the Developer will terminate certain easements of record related to McCoy’s Creek and non-existent drainage facilities (collectively, as defined below, the “Easement Terminations”).

Following the Closing Date, the City will realign McCoy’s Creek from the Creek Parcel to the City Parcel and extend May Street from its terminus at Leila Street and realign May Street to the Project Parcel (collectively, as defined below, the “McCoy’s Creek Improvements”) as further detailed on Exhibit K attached hereto. Upon Substantial Completion of the McCoy’s Creek Improvements, the City will convey the Creek Parcel

to the Developer.

Following the City’s acquisition of 4.95 acres, as noted above, the Developer will retain approximately 12.55 acres (8.65 upland area, and 3.9 acres submerged land area) of the Times Union Parcel (which excludes the 0.84 acre Creek Parcel). Developer intends to develop the 9.19 acre upland area (as defined below and inclusive of the Creek Parcel, the “Project Parcel”) in two (2) phases (as defined below, “Phase I” and “Phase II”) as a mixed-use development to be known as “One Riverside” (collectively, and as defined below, the “Project”). Phase I of the Project will include, at a minimum, the construction of: (i) 35,330 sq. ft. of Retail Space, including a major branded grocery store of not less than 22,000 sq. ft.; (ii) a minimum of 265 multifamily residential units; (iii) a riverfront (i.e., direct frontage on the Riverwalk or St. Johns River) full-service restaurant with a minimum of 2,500 sq. ft. of enclosed conditioned space with no less than 500 sq. ft. of outdoor service area (if located on the Helipad Site, as defined below), or comprised of 3,000 sq. ft. of enclosed conditioned space if located within a residential building, with no less than 500 sq. ft. of riverfront outdoor service area, and (iv) a structured parking facility having not less than 400 parking spaces.

Phase II of the Project will commence following the City’s completion of the McCoy’s Creek Improvements and conveyance of the Creek Parcel to Developer, and will include, at a minimum, the construction of: (i) 13,500 sq. ft. of Retail Space, which shall include a minimum of two (2) restaurants facing the realigned McCoy’s Creek and/or the St. Johns River, one of which must be a minimum of 3,500 sq. ft. of enclosed space on the ground floor; (ii) a minimum of 113 multifamily residential units; and (iii) parking with a minimum of 180 spaces. Following conveyance of the Creek Parcel, the size of the Project Parcel shall increase to 9.18 acres.

The Developer anticipates dividing the Project Parcel into three (3) parcels: a 3.3 acre parcel to be developed as part of Phase I with Retail Space including a grocery store (the “Phase I Retail Component”); a 4.3 acre parcel to be developed as part of Phase I with multifamily residential units and a structured parking facility (the “Phase I Residential Component”) and a riverfront restaurant (the “Phase I Restaurant Component”); and following conveyance of the Creek Parcel, a 1.58 acre parcel to be developed as Phase II with Retail Space including restaurants, multifamily residential units and parking (the “Phase II Mixed-Use Component”).

The Minimum Required Capital Investment (as defined below), by the Developer and its Designated Assignees (as defined below), for the Phase I Retail Component, the Phase I Residential Component, the Phase I Restaurant Component and the Phase II Component shall be, in the aggregate, \$163,993,465, as further detailed herein.

(b) City/DIA Pre-Closing Obligations. The DIA will coordinate the following activities and obligations of the City prior to the Closing Date:

(i) DIA Staff will present to the DIA Board a resolution allocating the

development rights as necessary for the Project.

(ii) Obtain written confirmation, which may be via email, of approval from the Florida Department of Transportation (“FDOT”) and the Jacksonville Transportation Authority (“JTA”) for the extension and realignment of May Street from its terminus at Leila Street to the Project Parcel in the location depicted as the May Street Extension Route on Exhibit J attached hereto (the “May Street Extension Route”), to the extent the May Street Extension Route crosses or encroaches on FDOT or JTA real property or passes under the Acosta Bridge.

(iii) Deliver to Developer an Acceptance Notice or a Termination Notice on or before the Acceptance Date.

(c) City/DIA Closing Obligations. In consideration of the conveyance of the City Parcel to the City and development of the Project by the Developer, the DIA has recommended and the City and DIA agree to provide or perform, as applicable, the following subject to the terms of this Agreement (collectively, the “City/DIA Closing Obligations”):

(i) upon satisfaction of the conditions precedent contained in this Agreement and the Purchase and Sale Agreement, (A) conveyance of the City Land; (B) execution and delivery of the Easement Terminations; (C) payment of the Purchase Price; and (D) performance of any other obligations of the City set forth in the Purchase and Sale Agreement that are to be performed at Closing.

(d) City/DIA Obligations. In consideration of the development of the Improvements by the Developer or a Designated Assignee, the DIA has recommended and the City and DIA agree to provide or perform, as applicable, the following subject to the terms and conditions of this Agreement (collectively, the “City/DIA Obligations”):

(i) upon Substantial Completion of the Phase I Retail Improvements in accordance with this Agreement, a seventy-five percent (75%), up to \$2,757,711 Retail REV Grant payable to the Developer, or its respective successors and assigns, over a twenty (20) year period;

(ii) upon Substantial Completion of the Phase I Residential Improvements in accordance with this Agreement a seventy-five percent (75%), up to \$17,347,914 Residential Rev Grant payable to the Developer or its successors and assigns, over a twenty (20) year period;

(iii) upon Substantial Completion of the Phase II Improvements in accordance with this Agreement, a seventy-five percent (75%), up to \$8,313,544 Mixed-Use REV Grant payable to the Developer or its successors and assigns, over a twenty (20) year period;

(iv) upon Substantial Completion of the Phase I Residential Improvements and the Restaurant Improvements and execution of a lease for the Restaurant Improvements in accordance with this Agreement, an up to \$750,000

Restaurant Completion Forgivable Loan, payable to the Developer or its successors and assigns, in accordance with the terms of this Agreement;

(v) upon satisfaction of the conditions precedent contained in this Agreement, payment of the Supplemental Purchase Price;

(vi) the disbursement to Developer of \$4,600,000 pursuant to the Demolition Agreement (hereinafter defined) in accordance with the Demolition Agreement;

(vii) Substantial Completion of the McCoy's Creek Improvements.

1.2 **Authority.**

The DIA was created by the City Council of the City of Jacksonville pursuant to Ordinance 2012-364-E. Pursuant to Chapter 163, Florida Statutes, and Section 55.104, Ordinance Code, the DIA is the sole development and community redevelopment agency for Downtown, as defined by Section 55.105, Ordinance Code and has also been designated as the public economic development agency as defined in Section 288.075, Florida Statutes, to promote the general business interests in Downtown. The DIA has approved this Agreement pursuant to its Resolution 2021-08-01 ("Resolution") and the City Council has authorized execution of this Agreement pursuant to City Ordinance 2021-__-E (the "Ordinance").

1.3 **City/DIA Determination.**

(a) The City has determined that the Project is consistent with the goals of the City in that the Project will, among other things:

(i) increase capital investment in Downtown Jacksonville;

(ii) generate significant new ad valorem taxes, including significant new tax revenues for the public school system;

(iii) help meet the overall community goal of residential and business development and growth in Downtown Jacksonville;

(iv) promote and encourage private Capital Investment of approximately \$182,214,847.

(b) The DIA has determined that the Project is consistent with the following North Bank Downtown and Southside Community Redevelopment Area Plan Redevelopment Goals:

(i) Goal 1. Reinforce Downtown as the City's unique epicenter for business, history, culture, education, and entertainment by increasing the opportunities for employment within Downtown; and supporting the expansion of entertainment, restaurant, and retail/commercial within proximity to adjacent residential

redevelopment;

- (ii) Goal 2. Increase rental and owner-occupied housing downtown, targeting key demographic groups seeking a more urban lifestyle.
- (iii) Goal 3. Simplify the approval process for downtown development and improve departmental and agency coordination.
- (iv) Goal 4. Improve walkability/bikeability and connectivity to adjacent neighborhoods and the St. John River while creating highly walkable nodes;
- (v) Goal 5. Establish a waterfront design framework to ensure a unique experience and sense of place.

1.4 **Jacksonville Small and Emerging Business Program.**

As more fully described in City Ordinance 2004-602-E, the City has determined that it is important to the economic health of the community that whenever a company receives incentives from the City, that company uses good faith efforts to provide contracting opportunities to small and emerging businesses in Duval County as described in Section 16.1.

1.5 **Coordination by City.**

The City hereby designates the Chief Executive Officer (“CEO”) of the DIA or his or her designee to be the Project Coordinator who will, on behalf of the DIA and City, coordinate with the Developer and administer this Agreement according to the terms and conditions contained herein and in the Exhibit(s) attached hereto and made a part hereof. It shall be the responsibility of the Developer or its Designated Assignee to coordinate all project related activities with the designated Project Coordinator, unless otherwise stated herein.

1.6 **Maximum Indebtedness.**

The maximum indebtedness of the City for all fees, grants, reimbursable items or other costs pursuant to this Agreement (excluding the reimbursement obligations contemplated for the Demolition Project to the extent the Developer elects to undertake the same pursuant to the Demolition Agreement) shall not exceed the sum of THIRTY-ONE MILLION FIVE HUNDRED NINETY-FOUR THOUSAND ONE HUNDRED FORTY AND NO/100 DOLLARS (\$31,594,140.00).

1.7 **Availability of Funds.**

Notwithstanding anything to the contrary herein, the City’s and DIA’s financial obligations under this Agreement are subject to and contingent upon the availability of lawfully appropriated funds for their respective obligations under this Agreement;

provided, however, the DIA and the City, as applicable, covenant to file legislation on or before the applicable deadline to request appropriation by City Council, on an annual basis, of such funds as may be necessary to perform or provide the City/DIA Obligations as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual undertakings and agreements herein of City, DIA, and Developer, and for Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, City, DIA and the Developer agree that the above Preliminary Statements are true and correct, and represent, warrant, covenant and agree as follows:

Article 2. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning set opposite each:

2.1 **Affiliate.**

A person or entity, directly or indirectly, controlling, controlled by or under common control with the Developer.

2.2 **Assignment and Assumption Agreement.**

That certain Assignment and Assumption Agreement to be utilized by Developer in assigning all or any portion of this Agreement, in the form attached hereto as **Exhibit BB.**

2.3 **Base Year.**

The base year for purposes of the REV Grants authorized by this Agreement shall be the 2021 tax year.

2.4 **Capital Investment.**

Money invested by a developer to purchase items that may normally be capitalized by a developer in the normal conduct of its business to design, construct and develop a project, including land acquisition costs. Specifically excluded from the construction budget as provided by the Developer are costs associated with Grocer Fit Up and Casework.

2.5 **City Council.**

The body politic, as the same shall be from time to time constituted, charged with the duty of governing the City.

2.6 **City Parcel.**

An approximately 4.9-acre parcel of upland and contiguous submerged land as further described on **Exhibit B** attached hereto.

2.7 **Commence Construction.**

The terms "Commence" or "Commenced" or "Commencing" Construction as used herein when referencing the Phase I Retail Improvements, the Phase I Residential Improvements, the Restaurant Improvements or the Phase II Improvements means the date when Developer or its Designated Assignee, as to the applicable Improvement component (i) has completed all pre-construction engineering and design; obtained all necessary licenses, permits and governmental approvals to commence construction of the Improvement component; engaged the general (i.e., prime) contractor and ordered such equipment and supplies as the general contractor reasonably deems necessary so that physical construction of the Improvement component may begin and proceed to completion without foreseeable interruption; and (ii) has submitted to the City evidence of construction financing or other financial resources obtained by Developer or its Designated Assignee, as applicable, sufficient to complete the construction of the Improvement component; and (iii) has "broken ground" and begun physical, material construction (e.g., site preparation work or such other evidence of commencement of construction as may be approved by the DIA in its reasonable discretion, exclusive of demolition and abatement work) of such Improvement component on an ongoing basis without any Impermissible Delays (defined herein) but subject to Force Majeure Events (defined herein in Section 19.3).

The terms "Commence" or "Commenced" or "Commencing" Construction as used herein when referencing the McCoy's Creek Improvements means the date when the City (i) has completed all pre-construction engineering and design; obtained all necessary licenses, permits and governmental approvals to commence construction of the McCoy's Creek Improvements; engaged the general (i.e., prime) contractor and ordered such equipment and supplies as the general contractor reasonably deems necessary so that physical construction of the McCoy's Creek Improvements may begin and proceed to completion without foreseeable interruption; and (ii) has "broken ground" and begun physical, material construction (e.g., land clearing and grading, site preparation work or such other evidence of commencement of construction, exclusive of demolition and abatement work) of the McCoy's Creek Improvements on an ongoing basis but subject to Force Majeure Events (defined herein in Section 19.3).

2.8 **Construction Inspector.**

"Construction Inspector" shall have the meaning as set forth in the Demolition Agreement.

2.9 **Creek Parcel.**

An approximately 0.84-acre parcel of land as further described on **Exhibit AA** attached hereto.

2.10 **DDRB.**

The Downtown Development Review Board of the City.

2.11 **Demolition Agreement.**

The City Parcel Demolition Agreement to be entered into by the Developer and City, should the Developer elect to undertake the Demolition Project, in substantially the form attached hereto as **Exhibit C.**

2.12 **Demolition Project.**

If elected by Developer, the demolition by Developer at a fixed price cost to the City of \$4,600,000 of certain improvements located on the City Parcel, including but not limited to the former Times-Union production building, with the City Parcel returned to graded condition with all building debris and footers removed from the site and pilings removed to three (3) feet below grade, all in accordance with the Developer Performance Schedule found herein, and plans and specifications to be agreed upon by Developer and the City and attached hereto as **Exhibit D.**

2.13 **Designated Assignee.** Designated Assignee means a person or entity that enters into an Assignment and Assumption Agreement in accordance with Section 19.2 of this Agreement. For avoidance of doubt, if a right or obligation of Developer hereunder has been properly assigned, transferred or conveyed to a Designated Assignee pursuant to an Assignment and Assumption Agreement, then any such right shall run to the benefit of the Designated Assignee, and any such obligation shall be satisfied by the Designated Assignee, as applicable, without the necessity of modifying this Agreement.

2.14 **Developer Performance Schedule.**

The Developer Performance Schedule, as defined in Article 4 hereof.

2.15 **Direct Costs.**

The term “Direct Costs” shall mean the direct design, engineering, permitting, landscaping and construction costs incurred by Developer in connection with the Improvements, or portion thereof as applicable, including, without limitation, soft and hard costs associated with the design, engineering, permitting and construction testing, all pertaining only to the Improvements and as itemized in the budget for such Improvements. With regard to the Restaurant Improvements, Direct Costs shall not include the cost of structured or surface parking nor real-property or tangible personal property ad valorem taxes, and if the Restaurant Improvements are located in a residential building, only those constructions costs beyond “cold dark shell” shall qualify as Direct Costs, which may include increased podium, venting, access, elevator, enlarged patio, grease trap, commercial grade systems, capital expenditures related to tenant improvements and associated soft costs. If the Restaurant Improvements are constructed on the Helipad Site,

a separate tax parcel will be created for the Helipad Site.

2.16 **Downtown Investment Authority.**

The Downtown Investment Authority of the City of Jacksonville and any successor to its duties and authority.

2.17 **Helipad Site.** An approximately 0.77 acre portion of the Phase I Residential Component Parcel within the Project Parcel as further described on **Exhibit L** attached hereto.

2.18 **Impermissible Delay**

The term “Impermissible Delay” means, subject to the provisions of Section 19.3, failure of Developer or its Designated Assignee to proceed with reasonable diligence with the construction of the applicable Improvements within the timeframe for Substantial Completion contemplated in this Agreement, or after commencement of the applicable Improvements, abandonment of or cessation of work on any portion of the Improvements at any time prior to the Substantial Completion of such improvements for a period of more than forty (40) consecutive calendar days, except in cases of force majeure as described in Section 19.3. Notwithstanding the foregoing, any delay or cessation of any of the Improvements as to which Developer has been unable to secure the necessary permits and approvals after diligent efforts shall not be an Impermissible Delay and shall constitute a Force Majeure Event, as long as Developer or its Designated Assignee continues its diligent efforts to obtain such permits and approvals.

2.19 **Improvements.**

The Phase I Improvements and the Phase II Improvements. Any component of the Improvements set forth herein may be individually referred to as an “Improvement”.

2.20 **Minimum Required Capital Investment.**

“Minimum Required Capital Investment” as to each of the Phase I Retail Improvements, Phase I Residential Improvements and the Phase II Improvements as defined herein.

Phase I Retail Component	\$ 20,247,465
Phase I Residential Component	\$ 95,841,100
Phase II Component (Retail)	\$ 4,835,300
Phase II Component (Residential)	\$ 43,069,600
	<u>\$ 47,904,900</u>
	\$163,993,465

2.21 **Minimum Requirements.**

“Minimum Requirements” with regard to the Phase I Retail Improvements, Phase I Residential Improvements and Restaurant Improvements shall mean:

“Phase I Retail Improvements”

Construction of a minimum of 35,330 sq. ft. of Retail Space, inclusive of a major brand grocery store of not less than 22,000 sq. ft.;

“Phase I Residential Improvements”

- (i) a minimum of 265 residential multifamily units;
- (ii) no fewer than 400 integrated structured parking spaces;

“Restaurant Improvements”

A riverfront (i.e., direct frontage on the Riverwalk or St. Johns River) full-service restaurant with a minimum of 2,500 sq. ft. of enclosed conditioned space with no less than 500 sq. ft. of outdoor service area (if located on the Helipad Site), or comprised of 3,000 sq. ft. of enclosed conditioned space if located within a residential building, with no less than 500 sq. ft. of riverfront outdoor service area. The restaurant must be able to provide meal-service to 100 or more patrons at one time.

“Minimum Requirements” with regard to the Phase II Improvements shall mean:

- (i) construction of a minimum of 13,500 sq. ft. of Retail Space, which shall include a minimum of two (2) restaurants facing McCoy’s Creek and/or the St. John’s River, at least one of which must be a minimum of 3,500 sq. ft. on the ground floor;
- (ii) a minimum of 113 residential multifamily units;
- (iii) no fewer than 180 parking spaces.

2.22 **Party or Parties.**

“Party” or Parties” means the Developer, Designated Assignees, DIA and the City, as applicable.

2.23 **Permit Approval.**

The term “Permit Approval” shall mean all permits and regulatory approvals needed for the construction of the Improvement component, as applicable, inclusive of final 10-set and DDRB approval for the Improvements.

2.24 **Phase I Improvements.**

Collectively, the Phase I Retail Improvements, the Phase I Residential Improvements and the Restaurant Improvements.

2.25 **Phase I Residential Improvements.**

The residential multifamily, structured parking and ancillary improvements to be constructed on the Phase I Residential Component Parcel as further described on **Exhibit E** attached hereto.

2.26 **Phase I Residential Component.**

Collectively, the Phase I Residential Improvements and the Phase I Residential Component Parcel.

2.27 **Phase I Residential Component Parcel.**

That certain 3.57 acre portion of the Project Parcel on which the Phase I Residential Improvements and Restaurant Improvements will be constructed, as further described on **Exhibit R** attached hereto.

2.28 **Phase I Retail Component.**

Collectively, the Phase I Retail Improvements and the Phase I Retail Component Parcel.

2.29 **Phase I Retail Component Parcel.**

That certain 3.92 acre portion of the Project Parcel on which the Phase I Retail Improvements will be constructed, as further described on **Exhibit Q** attached hereto.

2.30 **Phase I Retail Improvements.**

The Retail Space and ancillary improvements to be constructed on the Phase I Retail Component Parcel as further described on **Exhibit E** attached hereto.

2.31 **Phase II Improvements.**

The Retail Space, residential multifamily, parking and ancillary improvements to be constructed on the Phase II Mixed-Use Component Parcel as further described on **Exhibit F** attached hereto.

2.32 **Phase II Mixed-Use Component.**

Collectively, the Phase II Improvements and the Phase II Mixed-Use Component Parcel.

2.33 **Phase II Mixed-Use Component Parcel.**

That certain 1.58-acre portion of the Project Parcel (inclusive of the Creek Parcel after conveyance) on which the Phase II Improvements will be constructed, as further described on **Exhibit S** attached hereto.

2.34 **Project.**

The Phase I Improvements, Phase II Improvements, and, if elected to be undertaken by Developer, the Demolition Project, and the obligations of the Developer under this Agreement, as more specifically described herein.

2.35 **Project Parcel.**

That certain, approximately 8.65-acre parcel of upland real property to be held and subdivided for development by the Developer, increased to 9.18 acres following conveyance of the Creek Parcel, located generally at 1 Riverside Avenue, Jacksonville, Florida, as further described on **Exhibit A** attached hereto.

2.36 **Purchase and Sale Agreement.**

The Purchase and Sale Agreement for the sale by the Developer to the City of the City Parcel, in substantially the form attached hereto as **Exhibit G**.

2.37 **Restaurant Improvements.**

Those certain restaurant improvements to be constructed on the Phase I Residential Component Parcel in accordance with the Minimum Requirements as further described on **Exhibit P** attached hereto.

2.38 **Retail Space.**

Retail Space constructed as part of the Improvements shall be utilized by businesses that sell products on a transactional basis to end consumers, food and beverage establishments, or providers of services targeted towards the general public (other than healthcare, advising or counseling). Retail Space should be ground floor, visible from Riverside Avenue or McCoy's Creek or facing the St. Johns River, and designed to attract the general public on the site. Businesses, other than a gym or spa, operating primarily or exclusively on a membership basis, conducting business with customers under term arrangements, or providing goods and services targeted principally to other businesses shall not meet this definition, unless approved by the DIA on a case-by-case basis.

2.39 **Substantial Completion.**

As to the Improvements, “Substantially Completed”, “Substantial Completion” or “Completion” means that, with respect to a particular Improvement (except for any space to be occupied by a tenant), a certificate of substantial completion has been issued by the contractor and verified by the architect of record, a temporary or permanent certificate of occupancy has been issued, if applicable, so that the applicable Improvement is available for use in accordance with its intended purpose, without material interference from uncompleted work and subject to commercially reasonable punch list items, completion of tenant improvements and similar items.

As to the Demolition Project, if elected by Developer, “Substantially Completed”, “Substantial Completion” or “Completion” shall have the meaning as set forth in the Demolition Agreement.

As to the McCoy’s Creek Improvements, “Substantially Completed”, “Substantial Completion” or “Completion” means that (a) such improvements have been substantially completed in accordance with the McCoy’s Creek Improvement Plans such that the uncompleted work does not cause any material interference with the commencement of construction on the Creek Parcel; (b) the City has delivered to Developer a certification from the engineer of record confirming that the McCoy’s Creek Improvements are substantially complete according to the McCoy’s Creek Improvement Plans; (c) the City has obtained the final inspections and approvals of the completed work from all appropriate governmental authorities; (d) all applicable permits for the McCoy’s Creek Improvements have been closed, or if not closed, all applicable governmental agencies will permit commencement of construction on the Creek Parcel notwithstanding such open permits; (e) May Street has been substantially completed in accordance with the May Street Project Plans and Specifications such that it is available for use in accordance with its intended purpose, without material interference from uncompleted work and subject to commercially reasonable punch list items; and (f) May Street, as extended and relocated, has been dedicated to public use; and (g) the City has delivered to Developer final lien waivers from all materialmen, suppliers, contractors and subcontractors who provided services or materials for the McCoy’s Creek Improvements performed on the Phase II Mixed-Use Component Parcel and the Creek Parcel.

Other capitalized terms not defined in this Article shall have the meanings assigned to them elsewhere in this Agreement.

Article 3.
APPROVAL OF AGREEMENT

3.1 **Approval of Agreement.**

By the execution hereof, the parties certify as follows:

(a) Developer warrants, represents, and covenants with City and DIA that as of the Effective Date and as of the date of Closing on the conveyance of the City Parcel:

(i) the execution and delivery hereof have been approved by all parties whose approval is required under the terms of the governing documents creating the Developer entity;

(ii) this Agreement does not violate any of the terms or conditions of such governing documents and the Agreement is binding upon the Developer and enforceable against it in accordance with its terms;

(iii) the person or persons executing this Agreement on behalf of the Developer are duly authorized and fully empowered to execute the same for and on behalf of the Developer; and

(iv) the Developer and each entity composing the Developer is, to the extent required by applicable law, duly authorized to transact business in the State of Florida; and

(v) the Developer, its business operations, and each person or entity composing the Developer are in material compliance with all federal, state, and local laws, to the extent applicable to the Project and which could have a material adverse effect on the Project and the Developer's ability to complete the Project in accordance with this Agreement.

(b) The DIA certifies to Developer that the execution and delivery hereof has been approved at a duly convened meeting of the DIA and the same is binding upon the DIA and enforceable against it in accordance with its terms.

(c) The City certifies to Developer that the execution and delivery hereof is binding upon the City to the extent provided herein and enforceable against the City in accordance with the terms hereof.

Article 4. DEVELOPER PERFORMANCE SCHEDULE

4.1 Developer Performance Schedule.

The City, the DIA and the Developer have jointly established the following dates for the Developer's or its Designated Assignee's obligations under this Agreement (collectively, the "Developer Performance Schedule"):

(a) Phase I Improvements

(i) Developer shall purchase and obtain title to the Project Parcel and City Parcel by no later than December 31, 2021, and shall notify City of its

election to undertake the Demolition Project as of this date.

- (ii) If electing to undertake such work, the Developer shall commence the Demolition Project no later than April 30, 2022 (for the purposes of this Paragraph 4.1(a)(ii), evidence of performance (acceptable to the DIA in its reasonable discretion) by Developer of abatement work on existing vertical improvements located on the City Parcel in connection with the Demolition Project shall be deemed sufficient to demonstrate commencement of the Demolition Project.
- (iii) Developer shall commence demolition of all buildings on the Project Parcel by no later than April 30, 2022 and shall continue such work to completion without any Impermissible Delays; for the purposes of this Paragraph 4.1(a)(iii), evidence of performance (acceptable to the DIA in its reasonable discretion) by Developer of abatement work on existing vertical improvements located on the Project Parcel in connection with the demolition work shall be deemed sufficient to demonstrate commencement of the demolition of all buildings on the Project Parcel.
- (iv) Developer shall apply for and receive final design approvals, inclusive of DDRB final approval, for the Phase I Residential Improvements and Restaurant Improvements by no later than April 30, 2022.
- (v) Developer shall submit applications for all Permit Approvals necessary to Commence Construction of the Phase I Residential Improvements and Restaurant Improvements no later than June 30, 2022.
- (vi) Developer shall Substantially Complete the Demolition Project by September 30, 2022 (the “Demolition Project Completion Date”).
- (vii) Developer shall submit applications for all Permit Approvals necessary to Commence Construction of the Phase I Retail Improvements no later than January 1, 2023.
- (viii) Developer shall Commence Construction of the Phase I Residential Improvements and the Restaurant Improvements within ninety (90) days after Permit Approval for the same, but, subject to Force Majeure Events, no later than March 31, 2023 (the “Residential Commencement of Construction Date”), and thereafter shall proceed through Substantial Completion of each applicable Improvement component without any Impermissible Delays, other than for Force Majeure Events.
- (ix) Developer shall Commence Construction of the Phase I Retail Improvements no later than July 31, 2024 (the “Retail Commencement of Construction Date”), and thereafter shall proceed through Substantial

Completion of each applicable Improvement component without any Impermissible Delays, other than for Force Majeure Events.

- (x) Developer shall apply for and receive final design approvals, inclusive of DDRB final approval, and Permit Approvals for the Phase I Retail Improvements by no later than July 31, 2024.
- (xi) Developer shall have Substantially Completed construction of the Phase I Residential Improvements and the Restaurant Improvements on or before thirty (30) months from the Residential Commencement of Construction Date, but no later than September 30, 2025 (the “Residential Completion Date”), subject to extension for Force Majeure Events.
- (xii) Developer shall have Substantially Completed construction of the Phase I Retail Improvements no later than September 30, 2025 (the “Retail Completion Date”), subject to extension for Force Majeure Events.

(b) Phase II Improvements

Following Substantial Completion of the McCoy’s Creek Improvements, conveyance of the Creek Parcel and subject to Force Majeure Events and any extension granted pursuant to this Section 4.1 by the CEO of the DIA and the DIA Board, Developer shall comply with the following performance schedule regarding the Phase II Improvements:

- (i) Developer shall submit for DDRB Final approval within six (6) months after Substantial Completion of the McCoy’s Creek Improvements;
- (ii) Developer shall submit applications for all Permit Approvals necessary to Commence Construction of the Phase II Improvements and diligently pursue the same within six (6) months after the date of final DDRB approval for the Phase II Improvements;
- (iii) Developer shall Commence Construction of the Phase II Improvements within thirty (30) days of Permit Approval for the same (the “Phase II Commencement of Construction Date”), and thereafter shall proceed through Substantial Completion of each applicable Improvement component without any Impermissible Delays, other than for Force Majeure Events.
- (iv) Developer shall have Substantially Completed construction of the Phase II Improvements within thirty (30) months following the Phase II Commencement of Construction Date (the “Phase II Improvements Completion Date”), subject to extension for Force Majeure Events.

(c) The City, DIA and the Developer have approved this Developer Performance Schedule. By the execution hereof, and subject to the terms of this Agreement, the Developer or its Designated Assignee hereby agrees to undertake and complete the construction and development of the Improvements in accordance with this Agreement and the Developer Performance Schedule, and to comply with all of the Developer's obligations set forth herein. The CEO of the DIA may extend each component of the Developer Performance Schedule (exclusive of the Demolition Project) for up to six (6) months in her sole discretion for good cause shown by Developer. For purposes of clarity, each of the Commencement of Construction Date and the Completion Date may receive up to a six (6) month extension by the CEO of the DIA and the DIA Board, respectively. Any change to the Commencement of Construction Date pursuant to this paragraph shall automatically result in a corresponding extension to the related Completion Date. Extensions to any other dates within the Developer Performance Schedule shall serve only to extend the individual date referenced.

Article 5. PURCHASE OF CITY PARCEL BY CITY

5.1 Property Conveyed.

(a) Purchase Price; Supplemental Purchase Price. Subject to the terms and conditions of this Article 5 and the Purchase and Sale Agreement attached hereto as **Exhibit G**, the Developer hereby agrees to sell and convey to the City, and City hereby agrees to purchase from the Developer, the City Parcel, for the sum of SIX MILLION FORTY THOUSAND SIX HUNDRED EIGHTY AND NO/100 DOLLARS (\$6,040,680.00) (the "Purchase Price"). Subject to Council appropriation of the same, a supplemental purchase price of \$1,719,320 (the "Supplemental Purchase Price") shall be payable post-closing from the City to the Developer at such time as: (i) the encumbrance of that certain right-of-way easement reserved in that certain Warranty Deed recorded at Official Records Volume 1921, Page 184, of the Current Public Records of Duval County is terminated of record or the Title Company (as defined in the Purchase and Sale Agreement) has issued a title insurance policy insuring the Property without exception for such encumbrance and (ii) the Demolition Project, if elected to be undertaken by Developer, is Substantially Completed, in each case, no later than September 30, 2022. If the Developer does not elect to undertake the Demolition Project, the Supplemental Purchase Price shall be due and payable September 30, 2022 subject to Developer satisfying the condition set forth in Section 5.1(a)(i) hereof.

(b) Closing. The closing (the "Closing") shall be held at the offices of Chicago Title Insurance Company (the "Title Company") via mail-away closing on the date Developer purchases the Times Union Parcel (the "Closing Date"), but not later than December 31, 2021. The Purchase and Sale Agreement shall be executed at Closing.

(c) Closing Costs. Except as otherwise expressly provided herein, DIA shall pay, on the Closing Date, DIA's attorney's fees. The City shall pay, on the Closing Date, the premium for an owner's title insurance policy insuring the City Parcel, search fees for

the Title Commitment, recording costs for the deed conveying the City Parcel, and any documentary stamps on the deeds conveying the City Parcel. The Developer's attorney's fees, escrow fees, the cost of the Survey and all other recording costs to be paid by the Developer.

5.2 **Due Diligence.**

(a) Within five (5) days following the Effective Date, Developer shall deliver or make available electronically to the City copies of the following documents, to the extent such documents are within Developer's possession and control (collectively, the "Due Diligence Materials"):

- (i) The Survey (as defined in the Purchase and Sale Agreement);
- (ii) The Title Commitment (as defined in the Purchase and Sale Agreement);
- (iii) The most recent ALTA land title survey of the Times Union Parcel prepared for Developer dated March 24, 2021 and last updated May 18, 2021.
- (iv) Map of City Parcel dated October 18, 2021;
- (v) Copies of all existing documentation regarding the environmental condition of the City Parcel including, but not limited to environmental site assessment(s), Phase I Environmental Site Assessments, Phase II Environmental Site Assessments, and/or soil and groundwater testing and analysis reports, all recorded documents and agreements affecting the Property, remediation and monitoring plans, and correspondence with governmental agencies. To the extent that such reports were prepared for the Developer, the Developer shall obtain a reliance letter from the author of the environmental report(s) listing the City as an intended user of the report(s) (each such letter a "Reliance Letter").
- (vi) Copies of any existing correspondence, survey or report related to the presence or absence of threatened or endangered species located on the City Parcel.
- (vii) Copies of any existing correspondence, survey or report related to the presence or absence of wetlands located on the City Parcel.
- (viii) Copies of any existing correspondence, survey or report related to the presence of mold, asbestos, lead-based paint or radon associated with any structures located on the City Parcel.
- (ix) Copies of any correspondence, survey or report related to geotechnical testing or subsurface investigation on the City Parcel.
- (x) Copies of any contracts, leases, or other written documents that will be binding on the City Parcel or the City following Closing.

(xi) Copies of the most recent title commitment on the Times Union Parcel prepared for Developer, including copies of title insurance policies on the City Parcel in possession of Developer, together with copies of the documents referred to in the same.

As used in this Agreement, “possession and control” means (i) in the possession of an employee of Developer, or (ii) in the possession of another person from whom Developer has the right and practical ability to obtain as and when required under this Agreement. Due Diligence Materials shall not include any documents in the possession or control of the City or the DIA as of the Effective Date, attorney work product or legally privileged correspondence (but, for avoidance of doubt, non-privileged reports and the like prepared by third parties that are attached or included with such correspondence shall not be excluded from Due Diligence Materials).

(b) THE CITY AND THE DIA ACKNOWLEDGE AND AGREE THAT DEVELOPER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE OWNERSHIP, ENFORCEABILITY, ACCURACY, ADEQUACY OR COMPLETENESS OR OTHERWISE OF ANY DUE DILIGENCE MATERIALS DELIVERED OR OTHERWISE MADE AVAILABLE TO THE CITY AND THE DIA. IN NO EVENT SHALL DEVELOPER HAVE ANY LIABILITY TO THE CITY OR THE DIA AS TO ANY OF THE DUE DILIGENCE MATERIALS. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE DEVELOPER REPRESENTS AND WARRANTS IT HAS PROVIDED TO THE CITY ALL DOCUMENTS IN ITS POSSESSION OR CONTROL CONSISTENT WITH SECTION 5.2.(A) AS OF THE EFFECTIVE DATE HEREOF.

(c) Condition to inspect the City Parcel from the Effective Date to Closing (the “Due Diligence Period”). Developer shall cooperate with the City in connection with the City’s inspection of the City Parcel; provided, however, the City acknowledges that Developer’s right to make a physical inspection of the Times Union Parcel is limited to normal business hours, requires advance notice to the property owner and strictly prohibits invasive testing and soil and groundwater sampling and testing without the prior written consent of the property owner (collectively, the “Inspection Restrictions”). Subject to strict compliance with the Inspection Restrictions, the City shall have the right, during the Due Diligence Period, to enter the City Parcel and undertake all investigations that the City deems necessary to fully evaluate the City Parcel. Developer agrees to reasonably cooperate with the City to coordinate such activities on behalf of the City, at the City’s sole cost and expense. If the City requests permission to perform any inspections that would not be permitted under the Inspection Restrictions, Developer agrees to use good faith efforts to obtain approval for the performance of such inspections from the property owner; provided, however, failure to obtain such approval shall not be a default under this Agreement or a failure of any condition to closing.

5.3 **Conditions to Closing.** Developer’s delivery to City of the Due Diligence Materials, including any applicable Reliance Letters, and City’s access to the City Parcel as set forth in Section 5(b) above are conditions precedent to City’s obligation to purchase the Property (as defined in the Purchase and Sale Agreement) including the City Parcel, which conditions shall be deemed to be satisfied upon the City’s delivery (or deemed delivery) of an Acceptance Notice.

5.4 **Hazardous Materials.**

“Hazardous Materials” shall mean any substance which is or contains (i) any “hazardous substance” as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) (“CERCLA”) or any regulations promulgated under or pursuant to CERCLA; (ii) any “hazardous waste” as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) (“RCRA”) or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons and any related break down constituents thereof; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; (viii) chlorinated solvents and any related breakdown constituents thereof; and (ix) any additional substances or materials which are now or hereafter classified or considered to hazardous or toxic under the common law. Hazardous Materials shall include, without limitation, any substance, the presence of which on the City Parcel, (A) requires reporting, investigation, or remediation under Environmental Laws; (B) causes or threatens to cause a nuisance on the City Parcel or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the City Parcel, the City’s intended use thereof or adjacent property; or (C) which, if it emanated or migrated from the City Parcel, could constitute a trespass. “Environmental Laws” shall mean any federal, state or local laws, rules, regulations, ordinances now and hereafter enacted or promulgated or otherwise in effect, relating to the protection of the environment, including, without limitation, RCRA, CERCLA as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”), the Hazardous Materials Transportation Act, 49 U.S.C. §6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq., the Clean Air Act, 42 U.S.C. §§7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq., the Safe Drinking Water Act, 42 U.S.C. §§300f et seq., and all amendments, regulations, orders and decrees promulgated thereunder or pursuant thereto.

5.5 **Condition of City Parcel.**

Subject to the representation and warranties contained in this Agreement and the Purchase and Sale Agreement, the City Parcel shall be conveyed to the City in its “as-is”, “where is” condition, with all faults, and it shall be the sole responsibility of the City, at the City’s expense, to investigate and determine the soil, groundwater and other environmental conditions of the City Parcel and their suitability for the improvements to be constructed by the City. If the condition of the City Parcel is not, in the opinion of the City, suitable for such improvements, then it is the sole responsibility of the City to take

all actions and do all things required to render such City Parcel suitable, or to terminate the Purchase and Sale Agreement prior to the City's Acceptance Date (defined below).

5.6 **Developer's Representations and Warranties.** Developer hereby represents and warrants to the City that, as of the Effective Date, except as may be disclosed in the Due Diligence Materials, to the best of Developer's knowledge, (a) there are no Hazardous Materials existing on the City Parcel in violation of Environmental Laws, and (ii) in Developer's opinion, there is no condition affecting the City Parcel which would have a material adverse effect on the Commencement of the McCoy's Creek Improvements.

References to the "knowledge" of Developer shall refer only to the actual present knowledge of the officers and employees of Developer. In no event shall the City or the DIA have any personal claim against the above-named individuals as a result of the reference thereto in this Section 5.6. If the City or the DIA discovers after the Closing Date that any representation or warranty made by Developer is not true in any material respect, the City and DIA shall have the right, subject to the following limitations, to pursue any available remedy against Developer, including the recovery of actual damages (but excluding any consequential damages). No claim for a breach of any representation or warranty of Developer will be actionable or payable (x) if the breach in question results from or is based on a condition, state of facts or other matter that was actually known to the officers or employees of the DIA prior to Closing, or (y) unless the valid claims for all such breaches collectively aggregate more than Five Thousand and No/100 Dollars (\$5,000.00), in which event the full amount of such valid claims will be actionable.

5.7 **Termination.** The City may terminate its obligation to purchase the City Parcel at any time prior to December 3, 2021 (the "Acceptance Date"), at which time the City shall accept or reject the physical and environmental condition of the City Parcel by delivery of written notice to Developer stating either (a) the City accepts the physical and environmental condition of the City Parcel and waives the termination right set forth in this Section 5.7 (an "Acceptance Notice"), or (ii) the City rejects the physical and environmental condition of the City Parcel and elects to terminate the Purchase and Sale Agreement in accordance with this Section 5.7 (a "Termination Notice"). If the City fails to deliver an Acceptance Notice or a Termination Notice on or before the Acceptance Date, the City shall be deemed to have delivered an Acceptance Notice. If the obligation to purchase the City Parcel is terminated pursuant to this Article 5, the parties shall have no further rights or obligations under the Purchase and Sale Agreement or this Article 5 except as otherwise specified herein.

5.8 **Escrow of Creek Parcel Deed.** At Closing, the City shall deliver into escrow with the Title Company a quit claim deed for the Creek Parcel in the form attached hereto as **Exhibit I** (the "Creek Parcel Deed"), together with a certified copy of the Ordinance approving such conveyance and irrevocable escrow instructions (the "Escrow Instructions") directing the Title Company as follows:

Provided the Developer has not exercised the Repurchase Right described in Section 7.3

hereof or the Put Option described in Section 7.4 hereof, then the Title Company shall deliver the Creek Parcel Deed to the Developer or its Designated Assignee upon the earlier to occur of (a) the date that is thirty-six (36) months following Closing, or (b) the date on which the City has Substantially Completed the McCoy's Creek Improvements, in each case subject to extensions due to Force Majeure Events.

If Developer elects to exercise the Repurchase Right or the Put Option, then upon delivery to the Title Company of a copy of the Developer's written election notice, the Title Company shall return the Creek Parcel Deed to the City.

5.9 **Conveyance of City Land.**

At Closing, the City shall deliver a quit claim deed for the City Land in the form attached hereto as **Exhibit Z.**

5.10 **Allocation of Development Rights.**

The DIA shall allocate on or before closing the following development rights as noted below together with the necessary mobility fee credits as set forth elsewhere in this Agreement. The allocation of development rights includes those development rights derived from conversion of the existing 227,995 square feet of light industrial and the existing 59,856 square feet of office currently on the site together with the necessary amount of unallocated development rights from Table L-1.B contained within the Future Land Use Element of the City of Jacksonville 2030 Comprehensive Plan.

As to the Phase I Retail Component Parcel: up to 50,000 square feet of commercial/retail.

As to the Phase I Residential Component Parcel: 271 multi-family units and 3,000 square feet of commercial/retail.

As to the Phase II Mixed-Use Component Parcel: 125 multi-family units and 15,000 square feet of commercial/retail.

Developer may assign the above development rights but only for use on the Project Parcel. Any balance of unused development rights shall return to the DIA without further action by the DIA upon issuance of the last Certificate of Occupancy for the applicable improvements or upon the expiration or termination of this Agreement.

For any portion of the Project (exclusive of the Demolition Project), should the Developer fail to record the easements referenced in Section 14.1(a), (b) and (c), prior to the recording a notice of commencement for such portion of the Project, any unused development rights allocated for the Project shall return to the DIA without any further action by the DIA.

For the Phase I Retail Improvements, should the Developer fail to Commence Construction by the Retail Commencement of Construction Date (as such date may be extended consistent with this Agreement), any unused development rights allocated for the Phase I Retail Component Parcel shall return to the DIA without any further action by the DIA.

For the Phase I Residential Improvements and the Restaurant Improvements, should the Developer fail to Commence Construction by the Residential Commencement of Construction Date (as such date may be extended consistent with this Agreement), any unused development rights allocated for the Phase I Residential Component Parcel shall return to the DIA without any further action by the DIA.

For the Phase II Improvements, should the Developer fail to Commence Construction by the Phase II Commencement of Construction Date (as such date may be extended consistent with this Agreement), any unused development rights allocated for the Phase II Mixed-Use Component Parcel shall return to the DIA without any further action by the DIA.

5.11 **Water Quality Compensatory Credits.**

Consistent with and pursuant to Chapter 55, Part 2, *Ordinance Code*, Developer may apply for and upon approval of such application and payment of the applicable fee the City shall convey any Water Quality Compensatory Credit(s) as necessary for the construction of the Improvements in accordance with this Agreement. Developer agrees to adhere to the terms and conditions of the City Stormwater Permit, and provide for an option for the City to buy back the credits sold if they are not used within five years at the original price they were sold to the developer.

5.12 **Mobility Fee Credit.**

Consistent with and pursuant to its authority under Chapter 55, Part 1, Ordinance Code, the DIA hereby assigns Mobility Fee Credits to the Developer in the amount of \$160,651. Any unused Mobility Fee Credits existing after the issuance of the final Certificate of Occupancy for Phase II Improvements or upon expiration or termination of this Agreement shall return to the DIA without any further action by the DIA.

Article 6.

CONSTRUCTION OF IMPROVEMENTS BY DEVELOPER

6.1 **Phase I Improvements; Phase II Improvements**

Developer shall construct the Phase I Improvements and Phase II Improvements in accordance with the terms and conditions of this Agreement, and in accordance with **Exhibit E** and **Exhibit F** attached hereto, respectively, inclusive of the applicable Minimum Requirements as set forth herein.

6.2 **Compliance with DDRB.**

The Improvements, and all other improvements constructed on the Project Parcel shall comply with the Downtown Zoning Overlay and be subject to DDRB approval. Notwithstanding the foregoing, DIA staff has reviewed and is supportive of the following deviations and waivers: (a) a deviation to the required view and access corridor distances to permit development in accordance with the view and access corridor locations and the residential building width depicted on the site plan attached as **Exhibit H** (the “Project Site Plan”); (b) a waiver allowing additional height or massing in Zone C beyond the available transfer from Zone B; (c) a deviation from the 15’ creekfront setback measured from the outside edge of the 25’ public use area (40’ from top of bulkhead) above an elevation of 18’ from grade, provided there is no reduction in the setback above 18’ feet to less than 5’, and the setback area at grade may be activated with outdoor restaurant seating and similar temporary uses permitted by code; and (d) a waiver permitting encroachment into Zone A of (i) Restaurant Improvements, not to exceed 30’ feet in height, located on the Helipad Site, or (ii) outdoor seating up to the edge of the Riverwalk easement area for the Restaurant Improvements if located within a residential building. Such deviations and waivers will require City Council approval.

Article 7. CITY IMPROVEMENTS

7.1 **McCoy’s Creek Improvements.**

As of the Effective Date of this Agreement, McCoy’s Creek is located within the Creek Parcel. The City agrees to realign McCoy’s Creek from its location as of the Effective Date hereof to the City Parcel by excavating and constructing a new riverbed for McCoy’s Creek on the City Parcel, removing the bulkheads from the Creek Parcel and filling the existing McCoy’s Creek site to the grade of the bulkhead in existence as of the Effective date of this Agreement, and in accordance with **Exhibit K** attached hereto. The City will also extend and realign May Street from its terminus at Leila Street to the Project Parcel as depicted on **Exhibit J** at the City’s sole cost and expense. Nothing contained in this Agreement or any other document attached hereto or contemplated hereby shall constitute or create any duty on or warranty or representation by the City or the DIA as to whether the McCoy’s Creek and Creek Parcel will be suitable for Developer or Designated Assignee’s intended uses thereon after Substantial Completion of the McCoy’s Creek Improvements, including, without limitation, with respect to load bearing, support or construction of any improvements.

7.2 **City Performance Schedule.**

The City agrees to the following schedule with regard to the McCoy’s Creek Improvements (collectively, the “City Performance Schedule”):

(a) Prior to Commencing Construction of the McCoy’s Creek Improvements, the Developer shall have received the plans and specifications prepared by the City’s design

team for the McCoy's Creek Improvements (the "McCoy's Creek Improvement Plans"), it being agreed that Developer shall have a right to provide comments regarding the location of the juncture of the May Street extension to the Project Parcel, however the City will have no obligation to make any changes to the McCoy's Creek Improvements Plans; within five (5) days of the Effective Date, the DIA shall provide its conceptual plans as to the location of the McCoy's Creek Improvements.

(b) The City shall Commence Construction of the McCoy's Creek Improvements by no later than December 31, 2022, subject to extension for Force Majeure Events.

(c) The City shall have Substantially Completed construction of the McCoy's Creek Improvements by September 30, 2023 (the "City Completion Date"), subject to extension for Force Majeure Events.

7.3 **Repurchase Right on City Parcel.** In the event the City does not Commence Construction of the McCoy's Creek Improvements on or before December 31, 2022, as such date may be extended by an Event of Force Majeure (the "Repurchase Trigger Date"), the Developer or its Designated Assignee, shall have the right and option (the "Repurchase Right") to purchase the City Parcel from the City for the Purchase Price, exercisable by delivering written notice of such intent to the City, within thirty (30) days of such Repurchase Trigger Date. If Developer fails to provide its written notice within thirty (30) days of such Repurchase Trigger Date, this Repurchase Right shall automatically terminate. Closing on the City Parcel shall occur within forty-five (45) days of the date of such notice.

If the Developer exercises its Repurchase Right, title, survey, all closing costs and conveyance documents shall be the responsibility of the Developer, except for the City's legal fees. The instruments of conveyance shall be substantially the same as those executed and delivered upon conveyance of the City Parcel to the City except that conveyance by the City shall be made via a Quitclaim deed. If the City has encumbered all or any portion of the City Parcel with a mortgage, security agreement or the City Parcel has other liens placed on it during City's ownership of the City Parcel, the City shall secure a full release of the same as to the property being purchased by the Developer and the cost of paying or discharging the same in full shall be at the City's sole expense. Ad valorem taxes will be prorated between the Developer and the City as of the date of conveyance of title to the Developer.

The Repurchase Right shall run with and be a burden upon title to the City Parcel, binding upon the City and any successor-in-title to the City Parcel or any portion thereof.

7.4 **Put Option on Phase II Mixed-Use Component Parcel.** In the event the City does not Substantially Complete McCoy's Creek Improvements by March 30, 2024, as such date may be extended by a Force Majeure Event (the "Outside City Completion Date"), the Developer may elect to require the City (the "Put Option") to purchase the Phase II Mixed-Use Component Parcel (exclusive of any land underlying the required

view and access corridor running from the juncture of the realigned May Street with the Project Parcel to the Riverwalk easement, the “Put Option Parcel”), at the rate of \$60 per square foot of the Phase II Mixed-Use Component Parcel, plus all related submerged lands at its appraised value as of the Effective Date, plus \$60 per square foot of the 0.53 acre upland portion of the Creek Parcel to the extent not included in the View and Access Corridor (the “Put Purchase Price”) by delivering written notice of such intent to City, within thirty (30) days of such Outside City Completion Date. If Developer fails to provide its written notice within thirty (30) days of such Outside City Completion Date, this Put Option shall automatically terminate. Closing on the Put Option Parcel shall occur within sixty (60) days of the date of such notice. For avoidance of doubt, if the Developer exercises the Put Option, the Title Company shall release the Creek Parcel Deed from escrow and shall return it to the City, and the 0.53 acre upland portion of the acreage of the Creek Parcel shall be included in the Put Purchase Price, it being agreed that the Purchase Price for the City Parcel has already been reduced by the value of the Creek Parcel. The DIA and the City, as applicable, covenant to file legislation timely to request appropriation by City Council of such funds as may be necessary to consummate the acquisition of the Put Option Parcel in accordance with the schedule set forth in this Section 7.4.

The City Completion Date and Outside City Completion Date shall be extended (i) on a day-for-day basis in the event that City’s failure to meet the City Completion Date is a result of a Force Majeure Event (as defined in the Agreement), (ii) on a day-for-day basis in the event the Developer elects to undertake the Demolition Project and does not Substantially Complete the Demolition Project by the Demolition Project Completion Date. In the event that such delay is caused by a fire or other casualty which damages the unfinished improvements, the City and Developer agree that the aforementioned day-for-day extension shall be based upon the time period required to return the unfinished improvements to the condition such improvements were in immediately prior to the fire or other casualty.

If the Developer exercises its Put Option, title, survey, closing costs and conveyance documents shall be consistent with terms and conditions of this Agreement and the Purchase and Sale Agreement for the conveyance of the City Parcel. The instruments of conveyance shall be substantially the same as those executed and delivered upon conveyance of the City Parcel to the City. If the Developer has encumbered all or any portion of the Phase II Mixed-Use Component Parcel with a mortgage, security agreement or the Phase II Mixed-Use Component Parcel has other liens placed on it, the Developer shall secure a full release of the same as to the property being purchased by the City and the cost of paying or discharging the same in full shall be at the Developer’s sole expense. In the event the City acquires fee title to the Put Option Parcel between January 1 and November 1, Developer shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the tax collector an amount equal to the current taxes prorated to the closing date, based upon the current assessment and millage rates on the Put Option Parcel. In the event the City acquires fee title to the Put Option Parcel on or after November 1, Developer shall pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable by the tax collector.

Article 8.
OPTION TO UNDERTAKE DEMOLITION PROJECT BY DEVELOPER

8.1 Option to Undertake Demolition Project by Developer.

Pursuant to the terms and conditions of this Agreement and related agreements attached hereto, and in consideration for the grants authorized hereby, Developer may elect at Closing, to undertake and Substantially Complete or cause to be Substantially Completed the Demolition Project. The Demolition Project will be reimbursed by the City in the maximum amount of \$4,600,000 pursuant to the Demolition Agreement, to be executed between the City and Developer within ten (10) days of the Closing on the City Parcel. If the Developer elects to undertake the Demolition Project, Developer shall Substantially Complete or cause to be Substantially Completed the Demolition Project in accordance with the Developer Performance Schedule set forth in Section 4.1 of this Agreement, subject to Force Majeure Events and extensions that may granted by the CEO of the DIA pursuant to Article 4 herein. The plans and specifications for the Demolition Project shall be mutually agreed to by the Developer and City and attached to the Demolition Agreement, and shall provide in part that the City Parcel shall be returned to graded condition with all building debris and footers removed from the site and pilings removed to three (3) feet below grade.

8.2 Demolition Project Design and Construction Approval.

Prior to the commencement of the Demolition Project, the City shall have received and approved the plans and specifications (the “Demolition Plans”) prepared by the Developer’s design team for the Demolition Project, which approval shall not be unreasonably withheld, conditioned or delayed. The Demolition Plans shall be complete working drawings and specifications for the Demolition Project, and in connection with the development thereof, the Developer shall follow the applicable permitting, review and approval process as set forth in the Jacksonville Ordinance Code. In addition, the Demolition Plans shall be subject to the review and approval of the CEO of the DIA and the Director of the City’s Office of Public Works in their reasonable discretion. City representatives shall have reasonable access to the Demolition Project during such work to confirm the Demolition Project is undertaken consistent with the approved Demolition Plans. As set forth in the Demolition Agreement, the costs for the Demolition Project will be reimbursed by the City in the fixed-rate amount of \$4,600,000 (the “Demolition Project Costs”).

8.3 No Warranty by City or DIA

Nothing contained in this Agreement or any other document attached hereto or contemplated hereby shall constitute or create any duty on or warranty or representation by the City or the DIA regarding: (a) the accuracy or reasonableness of the Demolition Project or Demolition Project budget; (b) the feasibility or quality of the construction documents for the Demolition Project; (c) the quality or condition of the work; or (d) the

competence or qualifications of any third party furnishing services, labor or materials in connection with the Demolition Project. The Developer acknowledges that it has not relied and will not rely upon any experience, awareness or expertise of the City or the DIA, or any City or DIA inspector, regarding the aforesaid matters.

**Article 9.
RESERVED**

**Article 10.
RESTAURANT COMPLETION FORGIVABLE LOAN**

10.1 Restaurant Completion Forgivable Loan; Amount.

The Developer shall be eligible for a Restaurant Completion Forgivable Loan (“RC Forgivable Loan”) of up to fifty percent (50%) of the actual Direct Costs of the Restaurant Improvements, not to exceed \$750,000, subject to the terms and conditions of this Article 10, payable upon Substantial Completion and execution of a lease for the Restaurant Improvements. The Developer shall be responsible for all costs of the Restaurant Improvements in excess of the RC Forgivable Loan amount actually paid pursuant to this Agreement. The City’s obligation to disburse the RC Forgivable Loan is subject to the terms and conditions of this Agreement.

10.2 Disbursement of RC Forgivable Loan.

The City’s obligation to make the disbursement of the RC Forgivable Loan is conditioned upon the following:

(a) The Phase I Residential Improvements and the Restaurant Improvements shall have been Substantially Completed in all material respects in accordance with Exhibit E attached hereto and in accordance with the Developer Performance Schedule, consistent with the requirements of this Agreement and as verified by a final inspection report satisfactory to the DIA, certifying that the Phase I Residential Improvements have been constructed in a good and workmanlike manner and are in satisfactory condition. In accordance with Section 2.34 hereof, the Developer shall furnish to the DIA a certificate of substantial completion issued by the contractor and verified by the architect of record establishing that the Phase I Improvements and the Restaurant Improvements have been Substantially Completed and are not subject to any material violations or uncorrected conditions noted or filed in any City department.

(b) All property taxes on the Phase I Residential Component Parcel must be current.

(c) No Event of Default with respect to Developer’s obligations under this Agreement has occurred or is continuing (provided, however, that, upon the occurrence of an event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default with respect to Developer’s obligations under this Agreement, the City

may withhold any portion of the RC Forgivable Loan immediately upon such occurrence and throughout any notice or cure period until such default is cured, and following the cure of such default shall disburse such withheld portion).

(d) The Developer shall submit to the DIA a proper contractor's final affidavit and full and complete releases of liens from each contractor, subcontractor and supplier, or other proof satisfactory to the DIA, confirming that final payment has been made for all materials supplied and labor furnished in connection with the Phase I Residential Improvements and the Restaurant Improvements, or that, in the event of a dispute in any amount owed, such amount is properly bonded off pursuant to Florida law so that it will not become a lien on the Phase I Residential Component Parcel;

(e) The disbursement request shall be made after Substantial Completion of the Phase I Improvements, inclusive of the Restaurant Improvements and the Restaurant Improvements shall be leased as a full-service restaurant, which lease shall require the Restaurant Improvements be occupied and open for business within nine (9) months of the date of disbursement of the RC Forgivable Loan, and satisfaction of all conditions under this Agreement upon written application of Developer pursuant to a Disbursement Request in the form of attached **Exhibit O**. The Disbursement Request shall be accompanied by the following supporting data: (i) invoices, waivers of mechanic's and materialmen's liens obtained for payments made by Developer on account of Direct Costs for the Restaurant Improvements as of the date of the Disbursement Request, and (ii) AIA Forms G702 and G703 certified by the General Contractor and Design Professional for the completed Restaurant Improvements. The Disbursement Request shall constitute a representation by Developer that the Work done and the materials supplied to the date thereof are in accordance with the Plans and Specifications; that the Work and materials for which payment is requested have been physically incorporated into the Restaurant Improvements; that the value is as stated; that the Work and materials conform with all applicable rules and regulations of the public authorities having jurisdiction; that such Disbursement Request is consistent with the then current Budget; and that no Event of Default or event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing.

(f) Developer shall take all action necessary to have any mechanic's and materialmen's liens, judgment liens or other liens or encumbrances filed against the Project Parcel (other than any consensual mortgage) released or transferred to bond within ten days of the date Developer receives notice of the filing of such liens or encumbrances. If any such lien or encumbrance is filed, the City shall not be required to make any disbursement of the RC Forgivable Loan funds until such lien or encumbrance is bonded over or removed and the City receives a copy of the recorded release. The City shall not be obligated to disburse any of the RC Forgivable Loan funds to Developer if, in the reasonable opinion of the City, any such disbursement or the Project or Project Parcel would be subject to a mechanic's or materialmen's lien or any other lien or encumbrance other than inchoate construction liens. Developer shall be fully and solely responsible for compliance in all respects whatsoever with the applicable mechanic's and materialmen's lien laws.

(g) The Developer shall have provided to the DIA, in form and substance reasonably satisfactory to the DIA, any such other document, instrument, information, agreement or certificate the DIA may reasonably require related to the construction or completion of the Improvements and Restaurant Improvements.

10.3 Vesting of RC Forgivable Loan.

The RC Forgivable Loan shall vest in Developer at the rate of ten percent (10%) annually from the date of disbursement of the RC Forgivable Loan, provided the Restaurant Improvements are occupied and utilized for the intended purpose (with the exception of vesting for the first year of the RC Forgivable Loan, in which case the Restaurant Improvements need only be occupied and utilized for the intended purpose within nine months from the date of disbursement of the RC Forgivable Loan), operating for a minimum of eight (8) hours per day for at least six (6) days per week, and remaining in operation throughout each year except in the event of operator turnover. In the event of operator turnover, a closure of not more than (60) days will be allowed without loss of grant vesting for such year. Any unvested RC Forgivable Loan funds not vested by the tenth anniversary of the date of disbursement of the RC Forgivable Loan shall be due and payable to the City on such tenth anniversary date.

10.4 No Warranty by City or DIA

Nothing contained in this Agreement or any other document attached hereto or contemplated hereby shall constitute or create any duty on or warranty by City or the DIA regarding: (a) the accuracy or reasonableness of the Project budgets; (b) the feasibility or quality of the construction documents for the Project; (c) the proper application by the Developer of the RC Forgivable Loan funds; (d) the quality or condition of the work; or (e) the competence or qualifications of any third party furnishing services, labor or materials in connection with the construction of the Project. Developer acknowledges that it has not relied and will not rely upon any experience, awareness or expertise of the City or DIA, or any City or DIA inspector, regarding the aforesaid matters.

10.5 Further Disclaimer.

The RC Forgivable Loan shall not be deemed to constitute a debt, liability, or obligation of the City, DIA or of the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory limitation, or a pledge of the faith and credit or taxing power of the City, DIA or of the State of Florida or any political subdivision thereof, but shall be payable solely from the funds provided therefor in this Article 10. The City and DIA shall not be obligated to pay the RC Forgivable Loan or any installment thereof except from the non-ad valorem revenues or other legally available funds provided for that purpose, and neither the faith and credit nor the taxing power of the City, DIA or of the State of Florida or any political subdivision thereof is pledged to the payment of the RC Forgivable Loan or any installment thereof. The Developer, and any person, firm or entity claiming by, through or under the Developer, or any other person whomsoever, shall never have any right, directly or indirectly, to compel the exercise of the ad valorem taxing

power of the City, DIA or of the State of Florida or any political subdivision thereof for the payment of the RC Forgivable Loan or any installment thereof.

Article 11.
PHASE I RETAIL COMPONENT REV GRANT

11.1 Phase I Retail Component Recaptured Enhanced Value Program; Amount.

The DIA shall make a Recaptured Enhanced Value grant (“REV Grant”) as to the Phase I Retail Component to the Developer, in a total amount not to exceed \$2,757,711 (the “Retail REV Grant”), partially payable beginning in the first year following the Substantial Completion of the Phase I Retail Improvements, and their inclusion on the City tax rolls at full assessed value (the “Initial Year”) and ending on the earlier of: (i) 20 years thereafter, but not later than 2045 payable in 2046, or (ii) upon the expiration or earlier termination of the Northbank West CRA TIF (as applicable, the “Final Year”), all as more fully described below in this Article 11, unless the City agrees to assume the obligation to pay the REV Grant in accordance with this Agreement after expiration or termination of the Northbank West CRA TIF.

Notwithstanding the foregoing, the City’s and DIA’s obligation to fund the Retail REV Grant is subject to the condition that the Restaurant Improvements are Substantially Completed by the Residential Completion Date, subject to extension due to a Force Majeure Event as authorized by this Agreement or by an extension granted by the CEO of the DIA.

11.2 Payments of Retail REV Grant.

The Retail REV Grant shall be paid by the DIA to the Developer by check, in annual installments determined in accordance with Section 11.3, due and payable on or before May 15 of each calendar year, commencing May 15 of the Initial Year and ending May 15 of the Final Year, or when the maximum amount of the Retail REV Grant shall have been paid to the Developer, whichever occurs first. The DIA shall have no liability for any Retail REV Grant in excess of the amount stated in Section 11.1 or after payment of the final installment due May 15 of the Final Year, and, except as expressly provided in this Agreement, the Retail REV Grant payments as determined pursuant to Section 11.3 shall not be subject to reduction or repayment.

11.3 Determination of Annual Installments of Retail REV Grant.

The amount of each annual installment of the Retail REV Grant shall be the sum which is equal to 75% of the “Retail Annual Project Revenues” (as defined and determined in this Section 11.3) actually received by the DIA during the twelve (12) month period ended April 1 preceding the due date of such annual installment. For the purposes of this Agreement, “Retail Annual Project Revenues” means the amount of all municipal and county ad valorem taxes, exclusive of any amount from any debt service millage or

Business Improvement District (“BID”) millage, actually paid by any taxpayer for that tax year (net of any discount pursuant to Section 197.162, Florida Statutes, or any successor provision, actually taken by the taxpayer) during such period with respect to all real property and tangible personal property comprising the Phase I Retail Component, less the amount of all municipal and county ad valorem taxes that would have been levied or imposed on the Phase I Retail Component using the assessed value for the Base Year, which for the purposes of this Article 11 shall be \$4,700,018 exclusive of any debt service millage. The foregoing references to ad valorem taxes shall be deemed to include any other municipal or county taxes, or other municipal or county fees or charges in the nature of or in lieu of taxes, that may hereafter be levied or imposed on the Developer with respect to real property or tangible personal property comprising the Phase I Retail Component, in lieu of or in substitution for the aforesaid taxes and which are levied or imposed for general municipal or county purposes or shall be available for the City’s general fund, but not including stormwater or garbage fees or assessments.

By April 1 of each calendar year, commencing April 1, Initial Year and ending April 1, Final Year, Developer shall give written notice to the DIA of the amount of county ad valorem taxes paid during the preceding twelve (12) month period ending April 1, quantified by real property and tangible personal property amounts. If, by April 1 of any year, the Developer has failed to give notice of taxes paid during the preceding twelve (12) month period, the Developer shall not be eligible for a Retail REV Grant payment for that year. Provided, however, that if the Developer provides timely notice in future years, the Developer shall be eligible for a Retail REV Grant payment based on the Annual Projected Revenues in such future year’s notice.

Except as provided below, within thirty (30) days of receipt of said notice, DIA shall provide Developer with a calculation as to the annual Retail REV Grant. If the Developer does not give written notice to the DIA of its objection to the DIA’s calculation within thirty (30) days after its receipt thereof, the DIA’s calculation shall be considered acceptable. Except as provided below, the DIA shall make payment of the Retail REV Grant by the later of May 15th of each calendar year or thirty (30) days after DIA’s receipt of notification by the Developer that it is in agreement with the DIA’s annual calculation. In the event of a disagreement as to the calculation, the DIA shall make payment of the amount not in dispute and the parties shall negotiate in good faith any disputed amount.

The foregoing dates for the DIA to provide the Retail REV Grant calculation and make the Retail REV Grant payment shall be extended if on either of such dates the Developer has a pending proceeding before the City Value Adjustment Board, Circuit Court, or otherwise that could change the amount of the Retail Annual Project Revenues that Developer was obligated to pay for that tax year and upon which the Retail REV Grant payment would be based. In that event, the date that the DIA is required to provide the Retail REV Grant calculation to Developer shall be extended until 30 days after the date that Developer notifies the DIA that any such proceeding has been finally resolved (including any appeals) and any adjustment to the Retail Annual Project Revenues for that tax year has been made and paid. Such notice shall include (i) a copy of any final order or final judgment or other evidence of the resolution of such proceeding that sets forth any

change to the assessed value of the property upon which the Retail Annual Project Revenues under this Article 11 are based for that tax year, and (ii) the amount of the adjusted Retail Annual Project Revenues paid by the Developer.

11.4 **Further disclaimer.**

The Retail REV Grant shall not be deemed to constitute a debt, liability, or obligation of the City, DIA or of the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory limitation, or a pledge of the faith and credit or taxing power of the City, DIA or of the State of Florida or any political subdivision thereof, but shall be payable solely from the funds provided therefor in this Article 11. The City and DIA shall not be obligated to pay the Retail REV Grant or any installment thereof except from the non-ad valorem revenues or other legally available funds provided for that purpose, and neither the faith and credit nor the taxing power of the City, DIA or of the State of Florida or any political subdivision thereof is pledged to the payment of the Retail REV Grant or any installment thereof. The Developer, or any person, firm or entity claiming by, through or under the Developer, or any other person whomsoever, shall never have any right, directly or indirectly, to compel the exercise of the ad valorem taxing power of the City, DIA or of the State of Florida or any political subdivision thereof for the payment of the Retail REV Grant or any installment thereof.

Article 12.

PHASE I RESIDENTIAL COMPONENT REV GRANT

12.1 **Phase I Residential Component Recaptured Enhanced Value Program; Amount.**

The DIA shall make a REV Grant as to the Residential Component of the Phase I Improvements to the Developer, in a total amount not to exceed \$17,347,914 (the “Residential REV Grant”), partially payable beginning in the first year following the Substantial Completion of the Phase I Residential Improvements and the Restaurant Improvements, and their inclusion on the City tax rolls at full assessed value (the “Initial Year”) and ending on the earlier of: (i) 20 years thereafter, but not later than 2045 payable in 2046, or (ii) upon the expiration or earlier termination of the Northbank West CRA TIF (as applicable, the “Final Year”), all as more fully described below in this Article 12, unless the City agrees to assume the obligation to pay the Residential REV Grant in accordance with this Agreement after expiration or termination of the Northbank West CRA TIF.

Notwithstanding the foregoing, the City’s and DIA’s obligation to fund the Residential REV Grant is subject to the condition that the Restaurant Improvements are Substantially Completed by the Residential Completion Date, subject to extension due to a Force Majeure Event as authorized by this Agreement or by an extension granted by the CEO of the DIA.

12.2 Payments of Residential REV Grant.

The Residential REV Grant shall be paid by the DIA to the Developer by check, in annual installments determined in accordance with Section 13.3, due and payable on or before May 15 of each calendar year, commencing May 15 of the Initial Year and ending May 15 of the Final Year, or when the maximum amount of the Residential REV Grant shall have been paid to the Developer, whichever occurs first. The DIA shall have no liability for any Residential REV Grant in excess of the amount stated in Section 12.1 or after payment of the final installment due May 15 of the Final Year, and, except as expressly provided in this Agreement, the Residential REV Grant payments as determined pursuant to Section 12.3 shall not be subject to reduction or repayment.

12.3 Determination of Annual Installments of Residential REV Grant.

The amount of each annual installment of the Residential REV Grant shall be the sum which is equal to 75% of the “Residential Annual Project Revenues” (as defined and determined in this Section 12.3) actually received by the DIA during the twelve (12) month period ended April 1 preceding the due date of such annual installment. For the purposes of this Agreement, “Residential Annual Project Revenues” means the amount of all municipal and county ad valorem taxes, exclusive of any amount from any debt service millage or Business Improvement District (“BID”) millage, actually paid by any taxpayer for that tax year (net of any discount pursuant to Section 197.162, Florida Statutes, or any successor provision, actually taken by the taxpayer) during such period with respect to all real property and tangible personal property comprising the Residential Component of the Phase I Improvements, less the amount of all municipal and county ad valorem taxes that would have been levied or imposed on the Residential Component of the Phase I Improvements using the assessed value for the Base Year, which for the purposes of this Article 12 shall be \$4,280,373 exclusive of any debt service millage. The foregoing references to ad valorem taxes shall be deemed to include any other municipal or county taxes, or other municipal or county fees or charges in the nature of or in lieu of taxes, that may hereafter be levied or imposed on the Developer with respect to real property or tangible personal property comprising the Residential Components of the Phase I Improvements, in lieu of or in substitution for the aforesaid taxes and which are levied or imposed for general municipal or county purposes or shall be available for the City’s general fund, but not including stormwater or garbage fees or assessments.

By April 1 of each calendar year, commencing April 1, Initial Year and ending April 1, Final Year, Developer shall give written notice to the DIA of the amount of county ad valorem taxes paid during the preceding twelve (12) month period ending April 1, quantified by real property and tangible personal property amounts. If, by April 1 of any year, the Developer has failed to give notice of taxes paid during the preceding twelve (12) month period, the Developer shall not be eligible for a Residential REV Grant payment for that year. Provided, however, that if the Developer provides timely notice in future years, the Developer shall be eligible for a Residential REV Grant payment based on the Residential Annual Projected Revenues in such future year’s notice.

Except as provided below, within thirty (30) days of receipt of said notice, DIA shall provide Developer with a calculation as to the annual Residential REV Grant. If the Developer does not give written notice to the DIA of its objection to the DIA's calculation within thirty (30) days after its receipt thereof, the DIA's calculation shall be considered acceptable. Except as provided below, the DIA shall make payment of the Residential REV Grant by the later of May 15th of each calendar year or thirty (30) days after DIA's receipt of notification by the Developer that it is in agreement with the DIA's annual calculation. In the event of a disagreement as to the calculation, the DIA shall make payment of the amount not in dispute and the parties shall negotiate in good faith any disputed amount.

The foregoing dates for the DIA to provide the Residential REV Grant calculation and make the Residential REV Grant payment shall be extended if on either of such dates the Developer has a pending proceeding before the City Value Adjustment Board, Circuit Court, or otherwise that could change the amount of the Residential Annual Project Revenues that Developer was obligated to pay for that tax year and upon which the Residential REV Grant payment would be based. In that event, the date that the DIA is required to provide the Residential REV Grant calculation to Developer shall be extended until 30 days after the date that Developer notifies the DIA that any such proceeding has been finally resolved (including any appeals) and any adjustment to the Residential Annual Project Revenues for that tax year has been made and paid. Such notice shall include (i) a copy of any final order or final judgment or other evidence of the resolution of such proceeding that sets forth any change to the assessed value of the property upon which the Residential Annual Project Revenues under this Article 12 are based for that tax year, and (ii) the amount of the adjusted Residential Annual Project Revenues paid by the Developer.

12.4 **Further disclaimer.**

The Residential REV Grant shall not be deemed to constitute a debt, liability, or obligation of the City, DIA or of the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory limitation, or a pledge of the faith and credit or taxing power of the City, DIA or of the State of Florida or any political subdivision thereof, but shall be payable solely from the funds provided therefor in this Article 12. The City and DIA shall not be obligated to pay the Residential REV Grant or any installment thereof except from the non-ad valorem revenues or other legally available funds provided for that purpose, and neither the faith and credit nor the taxing power of the City, DIA or of the State of Florida or any political subdivision thereof is pledged to the payment of the Residential REV Grant or any installment thereof. The Developer, or any person, firm or entity claiming by, through or under the Developer, or any other person whomsoever, shall never have any right, directly or indirectly, to compel the exercise of the ad valorem taxing power of the City, DIA or of the State of Florida or any political subdivision thereof for the payment of the Residential REV Grant or any installment thereof.

Article 13.
PHASE II MIXED-USE COMPONENT REV GRANT

13.1 Phase II Mixed Use Component Recaptured Enhanced Value Program; Amount.

The DIA shall make REV Grant as to the Mixed Use Component of the Phase II Improvements to the Developer, in a total amount not to exceed \$8,313,544 (the “Mixed-Use REV Grant”), partially payable beginning in the first year following the Substantial Completion of the Phase II Improvements, and their inclusion on the City tax rolls at full assessed value (the “Initial Year”) and ending on the earlier of: (i) 20 years thereafter, but not later than 2045 payable in 2046 (unless necessary to align the payment schedule within any Performance Schedule extension granted or authorized consistent with this Agreement), or (ii) upon the expiration or earlier termination of the Northbank West CRA TIF (as applicable, the “Final Year”), all as more fully described below in this Article 13, unless the City agrees to assume the obligation to pay the Mixed-Use REV Grant in accordance with this Agreement after expiration or termination of the Northbank West CRA TIF.

13.2 Payments of Mixed-Use REV Grant.

The Mixed-Use REV Grant shall be paid by the DIA to the Developer by check, in annual installments determined in accordance with Section 13.3, due and payable on or before May 15 of each calendar year, commencing May 15 of the Initial Year and ending May 15 of the Final Year, or when the maximum amount of the REV Grant shall have been paid to the Developer, whichever occurs first. The DIA shall have no liability for any Mixed-Use REV Grant in excess of the amount stated in Section 13.1 or after payment of the final installment due May 15 of the Final Year, and, except as expressly provided in this Agreement, the Mixed-Use REV Grant payments as determined pursuant to Section 13.3 shall not be subject to reduction or repayment.

13.3 Determination of Mixed-Use Annual Installments of REV Grant.

The amount of each annual installment of the Mixed-Use REV Grant shall be the sum which is equal to 75% of the “Mixed-Use Annual Project Revenues” (as defined and determined in this Section 13.3) actually received by the DIA during the twelve (12) month period ended April 1 preceding the due date of such annual installment. For the purposes of this Agreement, “Mixed-Use Annual Project Revenues” means the amount of all municipal and county ad valorem taxes, exclusive of any amount from any debt service millage or Business Improvement District (“BID”) millage, actually paid by any taxpayer for that tax year (net of any discount pursuant to Section 197.162, Florida Statutes, or any successor provision, actually taken by the taxpayer) during such period with respect to all real property and tangible personal property comprising the Mixed-Use Component of the Phase II Improvements, less the amount of all municipal and county ad valorem taxes that would have been levied or imposed on the Mixed-Use Component of the Phase II Improvements using the assessed value for the Base Year, which for the purposes of this

Article 13 shall be \$2,098,222 exclusive of any debt service millage. The foregoing references to ad valorem taxes shall be deemed to include any other municipal or county taxes, or other municipal or county fees or charges in the nature of or in lieu of taxes, that may hereafter be levied or imposed on the Developer with respect to real property or tangible personal property comprising the Mixed-Use Components of the Phase II Improvements, in lieu of or in substitution for the aforesaid taxes and which are levied or imposed for general municipal or county purposes or shall be available for the City's general fund, but not including stormwater or garbage fees or assessments.

By April 1 of each calendar year, commencing April 1, Initial Year and ending April 1, Final Year, Developer shall give written notice to the DIA of the amount of county ad valorem taxes paid during the preceding twelve (12) month period ending April 1, quantified by real property and tangible personal property amounts. If, by April 1 of any year, the Developer has failed to give notice of taxes paid during the preceding twelve (12) month period, the Developer shall not be eligible for a Mixed-Use REV Grant payment for that year. Provided, however, that if the Developer provides timely notice in future years, the Developer shall be eligible for a Mixed-Use REV Grant payment based on the Mixed-Use Annual Projected Revenues in such future year's notice.

Except as provided below, within thirty (30) days of receipt of said notice, DIA shall provide Developer with a calculation as to the annual Mixed-Use REV Grant. If the Developer does not give written notice to the DIA of its objection to the DIA's calculation within thirty (30) days after its receipt thereof, the DIA's calculation shall be considered acceptable. Except as provided below, the DIA shall make payment of the Mixed-Use REV Grant by the later of May 15th of each calendar year or thirty (30) days after DIA's receipt of notification by the Developer that it is in agreement with the DIA's annual calculation. In the event of a disagreement as to the calculation, the DIA shall make payment of the amount not in dispute and the parties shall negotiate in good faith any disputed amount.

The foregoing dates for the DIA to provide the Mixed-Use REV Grant calculation and make the Mixed-Use REV Grant payment shall be extended if on either of such dates the Developer has a pending proceeding before the City Value Adjustment Board, Circuit Court, or otherwise that could change the amount of the Annual Project Revenues that Developer was obligated to pay for that tax year and upon which the Mixed-Use REV Grant payment would be based. In that event, the date that the DIA is required to provide the Mixed-Use REV Grant calculation to Developer shall be extended until 30 days after the date that Developer notifies the DIA that any such proceeding has been finally resolved (including any appeals) and any adjustment to the Mixed-Use Annual Project Revenues for that tax year has been made and paid. Such notice shall include (i) a copy of any final order or final judgment or other evidence of the resolution of such proceeding that sets forth any change to the assessed value of the property upon which the Mixed-Use Annual Project Revenues under this Article 13 are based for that tax year, and (ii) the amount of the adjusted Mixed-Use Annual Project Revenues paid by the Developer.

13.4 **Further disclaimer.**

The Mixed-Use REV Grant shall not be deemed to constitute a debt, liability, or obligation of the City, DIA or of the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory limitation, or a pledge of the faith and credit or taxing power of the City, DIA or of the State of Florida or any political subdivision thereof, but shall be payable solely from the funds provided therefor in this Article 13. The City and DIA shall not be obligated to pay the Mixed-Use REV Grant or any installment thereof except from the non-ad valorem revenues or other legally available funds provided for that purpose, and neither the faith and credit nor the taxing power of the City, DIA or of the State of Florida or any political subdivision thereof is pledged to the payment of the Mixed-Use REV Grant or any installment thereof. The Developer, or any person, firm or entity claiming by, through or under the Developer, or any other person whomsoever, shall never have any right, directly or indirectly, to compel the exercise of the ad valorem taxing power of the City, DIA or of the State of Florida or any political subdivision thereof for the payment of the Mixed-Use REV Grant or any installment thereof.

Article 14.
EASEMENTS

14.1 **Grant of Easements from Developer to City.**

The Developer shall grant (and shall cause any applicable Developer Affiliate to grant) the following easements to the City in connection with the Project, which must be superior in title to all other liens and encumbrances affecting the applicable property, and shall cause all mortgage and other lien holders, including any rights arising under prior recorded easements, to execute and record a consent and subordination in favor of the City subordinating their respective interests to such easements as shown by a title commitment obtained by Develop at its expense in a form reasonably satisfactory to the City:

(a) Prior to the recording of a notice of commencement for the Phase I Residential Improvements, a perpetual, non-exclusive public view and pedestrian and vehicular access easement over that portion of the Project Parcel depicted on the Project Site Plan as the westernmost “Access & View Corridor” in substantially the form attached hereto as **Exhibit T**;

(b) Prior to the recording of a notice of commencement for the Phase I Residential Improvements, a perpetual, non-exclusive public view and pedestrian and vehicular access easement over that portion of the Project Parcel depicted on the Project Site Plan as the easternmost “Access & View Corridor” in substantially the form attached hereto as **Exhibit U**;

(c) Prior to Substantial Completion of the Phase I Residential Improvements and the Phase I Retail Improvements, a perpetual, non-exclusive pedestrian access easement with a minimum width of 20’ over that portion of the Project Parcel depicted on the Project Site Plan as bisecting the Phase II Mixed-Use Component Parcel

in an east-west direction approximately midway between the St. Johns River and Riverside Avenue and as approved by DDRB, connecting the easternmost Access & View Corridor set forth on **Exhibit U** to the City Parcel, in substantially the form attached hereto as **Exhibit Y**;

(d) On the Closing Date, a temporary construction easement substantially in the form attached hereto as **Exhibit M**, over a portion of the Project Parcel for the purposes of undertaking construction of the McCoy's Creek Improvements.

The easements referenced in subparagraphs (a) – (c) above shall be executed at the Closing of the conveyance of the City Parcel and held in escrow by the title agent until such time as the Developer notifies the escrow agent to release and record the easement, which shall be prior to the recording of a notice of commencement for any portion of the Project (exclusive of the Demolition Project).

14.2 **Grant of Easements from City to Developer.**

The City shall grant the following easements to the Developer, or its assignee, in connection with the Project:

Prior to Commencement of the Demolition Project if undertaken by the Developer, the City shall grant Developer a temporary construction easement substantially in the form attached hereto as **Exhibit N**, over the City Parcel for the purposes of undertaking the Demolition Project.

14.3 **Termination of Easements.** At Closing, the City shall deliver into escrow with the Creek Parcel Deed a termination, in recordable form, of the following easement agreements (collectively, the "**Easement Terminations**"), which shall be released to the Developer with the Creek Parcel Deed or returned to the City with the Creek Parcel Deed as the case may be:

- (a) Grant of Easement recorded in Official Record Book 1952, Page 302, of the public records of Duval County, Florida (drainage);
- (b) Grant of Easement recorded in Official Record Book 1952, Page 304, aforesaid records (maintenance of creek and bulkheads);
- (c) Easement reserved in Special Warranty Deed recorded in Official Record Book 2578, Page 1107, aforesaid (maintenance of creek and bulkheads; underground storage).

Developer Closing Costs attendant to the conveyance of the Creek Parcel Deed shall be the same as for the buyer as set forth in the Purchase and Sale Agreement.

Article 15.
THE DEVELOPMENT

15.1 **Scope of Development.**

The Developer shall construct and develop, or cause to be constructed and developed, the Improvements, which the Developer is obligated to construct and develop in accordance with the Developer Performance Schedule (subject in all cases to Force Majeure Events and authorized extensions of the applicable Developer Performance Schedules contemplated by this Agreement) and this Agreement.

15.2 **Cost of Development.**

Except as otherwise set forth in this Agreement, the Developer shall pay all costs of constructing and developing the Improvements incurred by Developer at no cost to the DIA or the City. For purposes of clarity, the City's and DIA's only financial obligations in connection with the Project and this Agreement are to disburse the REV Grants and RC Forgivable Loan, to provide funding in accordance with the Demolition Agreement if entered into by the Developer and City in accordance with this Agreement, to pay the Supplemental Purchase Price if Developer is eligible for the same, to pay all costs of constructing the McCoy's Creek Improvements, to pay the Put Purchase Price if Developer exercises the Put Option and to pay certain closing costs as described herein in connection with the acquisition of the City Parcel and conveyance of the Creek Parcel and the exercise of the Repurchase Right or Put Option.

15.3 **Approval by Other Governmental Agencies.**

All of the parties' respective rights and obligations under this Agreement are subject to and conditioned upon approval of the Project and all project documents by such other governmental agencies, whether state, local or federal, as have jurisdiction and may be required or entitled to approve them. Notwithstanding any provision of this Agreement to the contrary, neither the City nor the DIA guarantee approval of this Agreement or any aspect of the Project by any government authorities and agencies that are independent of the City; provided, however, to the extent necessary or requested by Developer, City and DIA agree to use commercially reasonable efforts, at no cost to City and DIA, to reasonably assist Developer in obtaining any such approvals or permits from third party governmental authorities or agencies.

15.4 **Authority of DIA to Monitor Compliance.**

During all periods of design and construction, the CEO of the DIA and the City's Director of Public Works, or their respective designees, shall have the authority to monitor compliance by the Developer with the provisions of this Agreement. Insofar as practicable, the DIA shall coordinate such monitoring and supervising activity with those undertaken by the City so as to minimize duplicate activity. To that end, during the period of construction and with prior notice to the Developer, representatives of the DIA and the City

shall have the right of reasonable access to the Project Parcel and to every structure on the Project Parcel during normal construction hours upon at least one (1) business day's prior written notice to Developer to allow the coordination of safety issues.

15.5 Construction and Operation Management.

Except as otherwise expressly provided herein, the Developer shall have discretion and control, free from interference, interruption or disturbance, in all matters relating to the management, development, redevelopment, construction and operation of the Project (as their respective obligations are set forth in this Agreement), provided that the same shall, in any event, conform to and comply with the terms and conditions of this Agreement, and all applicable state and local laws, ordinances and regulations (including, without limitation, applicable zoning, subdivision, building and fire codes. The Developer's discretion, control and authority with respect thereto shall include, without limitation, the following matters:

- (a) the construction and design of the Project, subject to the express terms and conditions of this Agreement;
- (b) the selection, approval, hiring and discharge of engineers, architects, contractors, subcontractors, professionals and other third parties (collectively the "Vendors") on such terms and conditions as the Developer deems appropriate;
- (c) the negotiation and execution of contracts, agreements, easements, and other documents with third parties, in form and substance satisfactory to Developer; and
- (d) the preparation of such budgets, cost estimates, financial projections, statements, information, and reports as the Developer deems appropriate.

**Article 16.
JSEB PROGRAM**

16.1 Jacksonville Small and Emerging Businesses (JSEB) Program.

The Developer, in further recognition of and consideration for the public funds provided to assist the Developer pursuant to this Agreement, hereby acknowledge the importance of affording to small and emerging vendors and contractors the full and reasonable opportunity to provide materials and services. Therefore, the Developer hereby agrees as follows:

The Developer shall obtain from the City's Procurement Division the list of certified Jacksonville Small and Emerging Businesses ("JSEB"), and shall exercise good faith, in accordance with Municipal Ordinance Code Sections 126.608 et seq., to enter into contracts, or cause its contractors to enter into contracts, with City certified JSEBs to

provide materials or services in an aggregate amount of not less than \$6,318,828, which amount represents 20% of the City's and DIA's maximum contribution to the Project with respect to the development activities or operation of the Project over the term of this Agreement.

The Developer shall submit JSEB report(s) regarding their respective actual use of City certified JSEBs on the Project, (i) on the date of any request for City/DIA funds which are payable prior to the Substantial Completion of the Improvements, (ii) upon Substantial Completion of the Project and Improvements. The form of the report to be used for the purposes of this section is attached hereto as **Exhibit V** (the "**JSEB REPORTING FORM**").

Article 17. REPORTING

17.1 Reporting.

On an annual basis, the Developer, or the applicable Designated Assignee, shall submit reports to the DIA regarding the status of construction of the Improvements and all other activities affecting the implementation of this Agreement, including a narrative summary of progress on the Project or portion thereof owned by the applicable Designated Assignee. Samples of the general forms of these reports are attached hereto as **Exhibit W** (the "**Annual Survey**"); however, the specific data requested may vary from the forms attached. In addition, the Developer, or the applicable Designated Assignee, shall submit monthly construction reports in form and content reasonably acceptable to the DIA regarding the status of construction of the Improvements.

The Developer's, or the applicable Designated Assignee's, obligation to submit such reports shall continue until Developer or the applicable Designated Assignee has complied with the applicable terms of this Agreement concerning the Project, the Improvements, REV Grants, and RC Forgivable Loan and end upon Substantial Completion of the Improvements, except that the Developer and any applicable Designated Assignee shall continue its reporting requirements as required for the applicable REV Grant for the remaining term of the REV Grant.

Within thirty (30) days following a request of the DIA or the City, the Developer (as applicable) shall provide the DIA or the City with additional documentation and information relating to this Agreement as reasonably requested by the DIA or the City.

Article 18. DEFAULTS AND REMEDIES

18.1 General.

An "**Event of Default**" under this Agreement with respect to the development and construction of the Improvements shall consist of the breach of any covenant,

agreement, representation, provision, or warranty (that hasnot been cured prior to the expiration of any applicable grace period or notice and cure period contained in this Agreement or such other documents, as applicable) contained in: (i) this Agreement; (ii) the documents executed in connection with the Agreement related to the development of the Improvements; or (iii) any default beyond the applicable cure periods under any and all financing agreements related to the Improvements that entitles the lender to accelerate or foreclose on the loan and exercise its remedies under the applicable loan documents (collectively, the “Project Documents”), and the failure to cure any such breach within the cure periods set forth below.

If any such Event of Default occurs under this Agreement with respect to the Improvements, the City may refuse to pay any portion of the REV Grant and other incentives as may be associated with the applicable Improvement and additionally may at any time or from time to time proceed to protect and enforce all rights available to the City and DIA under this Agreement with respect to the Project by suit in equity, action at law or by any other appropriate proceeding whether for specific performance of any covenant or agreement contained in this Agreement (exclusive of the right to compel the Developer or Authorized Designee to Commence Construction of the Phase I Retail Improvements, the Phase I Residential Improvements, the Restaurant Improvements, or the Phase II Improvements), or damages, or other relief, or proceed to take any action authorized or permitted under applicable laws or regulations; provided, however, that in no event shall the Developer or its Designated Assignees be liable to City or the DIA for any punitive, speculative, or consequential damages of any kind. In addition, if the Developer fails to Commence the Phase I Improvements in accordance with this Agreement, the City shall have no right to seek damages proximately by such failure to Commence. With the exception of defaults in connection with the Developer Performance Schedule as such schedule may be extended by Force Majeure Events or otherwise pursuant to this Agreement, for which no notice is required and the more specific cure period is required as set forth below, no occurrence shall constitute an Event of Default until the City has given the Developer, and any lender of Developer or its applicable Designated Assignee who has provided written notice to the City and DIA pursuant to this Agreement and in advance of written notice of such default, written notice of the default and thirty (30) calendar days within which to cure the default; provided, however, that the City/DIA may withhold any portion of the REV Grant and other incentives as may be associated with the applicable Improvement immediately upon the occurrence of a default and throughout any notice or cure period until such default is cured. If any default cannot reasonably be cured within the initial thirty (30) calendar days after receipt of written notice, no Event of Default shall be deemed to occur so long as the defaulting party, or its lender, has commenced a cure within such thirty (30) day period and thereafter diligently pursues such cure to a conclusion. With respect to a default in connection with the Developer Performance Schedule as such schedule may be extended by Force Majeure Events or otherwise pursuant to this Agreement, Developer shall have the right to cure such default provided that Developer provides written evidence to the City that it is using diligent and continuous efforts to cure such default for a period of up to sixty (60) days; provided however, Developer

shall have the right to cure a default of the Retail Completion Date, Residential Completion Date and Phase II Improvements Completion Date for upto one hundred eighty (180) days. Notwithstanding the foregoing, the Developer shall immediately and automatically be in default with respect to this Agreement, and the City shall not be required to give the Developer any notice or opportunity to cure such default (and thus the City/DIA shall immediately be entitled to act upon such default), upon the occurrence of any of the following:

Should the Developer make any assignment for the benefit of creditors; or should a receiver, liquidator, or trustee of the Developer of any of the Developer's property be appointed; or should any petition for the adjudication of bankruptcy, reorganization, composition, arrangement or similar relief as to the Developer, pursuant to the Federal Bankruptcy Act or any other law relating to insolvency or relief for debtors, be filed by Developer; or should the Developer be adjudicated as bankrupt or insolvent; or should the Developer be liquidated or dissolved; or should an involuntary petition seeking to adjudicate the Developer as a bankrupt or to reorganize the Developer be filed against the Developer and remain undismissed for a period of ninety (90) days after the filing date thereof.

For avoidance of doubt, a default of the Developer shall not be deemed to be a default of any Designated Assignee, nor shall the default of a Designated Assignee be deemed to be the default of the Developer or another Designated Assignee, it being understood that the Developer and the Designated Assignees shall each be responsible for the obligations under this Agreement as allocated in the applicable Assignment and Assumption Agreement and such Designated Assignee shall be treated as the "Developer" with respect to the terms and conditions of this Agreement related to such obligations, including without limitation, the foregoing Events of Default.

18.2 **Breach by City.**

No occurrence shall constitute an Event of Default until the Developer has given the City written notice of the default and thirty (30) calendar days within which to cure the default. If any default cannot reasonably be cured within the initial thirty (30) calendar days, no Event of Default shall be deemed to occur so long as City has commenced a cure within such thirty (30) day period and thereafter diligently pursues such cure to a conclusion. If the City commits an Event of Default under this Agreement, Developer shall have, in addition to the remedies expressly provided herein, all remedies allowed by law or equity; provided, however, that in no event shall the City be liable to Developer for any punitive, speculative, or consequential damages of any kind, and notwithstanding anything herein, in no event shall the City be liable for any costs or damages exceeding the maximum indebtedness amount described in Section 1.6 for any and all City and DIA obligations at issue.

18.3 **Specific Defaults.**

Additionally, for any of the specific Events of Default described in this Section 18.3 below, the parties agree that the City's and DIA's damages recoverable from the Developer shall include, but not be limited to, the following:

- (a) in the event reporting requirements are not met in the time period specified in Article 17 of this Agreement and such default is not cured within the time period provided in Section 18.1 after written notice from the City and DIA, the DIA will be entitled to withhold any undisbursed amount of the applicable REV Grant, and RC Forgivable Loan until such reporting information is provided; provided, however, if the reporting information is not provided within the same City fiscal year such payment is due, the City shall have no obligation to make the applicable REV Grant payments for such year.
- (b) if the Developer fails to invest or cause private Capital Investment of at least \$20,247,465 in the Retail Component of the Phase I Improvements at the earlier of Substantial Completion or December 31, 2025 (as such date may be extended by Force Majeure or by the terms and conditions of this Agreement), the Retail REV Grant will be reduced proportionately. If the Developer fails to invest or cause the investment of at least \$18,222,719 of Capital Investment in the Retail Component of the Phase I Improvements, the Retail REV Grant will be terminated and the Developer or applicable Designated Assignee will repay the DIA the entire amount of the REV Grant that has been previously paid to the Developer or Designated Assignee, if any.
- (c) if the Developer fails to invest or cause private Capital Investment of at least \$95,841,100 in the Residential Component of the Phase I Improvements at the earlier of Substantial Completion or December 31, 2025 (as such date may be extended by Force Majeure or by the terms and conditions of this Agreement), the Residential REV Grant will be reduced proportionately. If the Developer fails to invest or cause the investment of at least \$86,256,990 of Capital Investment in the Residential Component of the Phase I Improvements, the Residential REV Grant will be terminated and Developer or applicable Designated Assignee shall repay the DIA the entire amount of the Mixed-Use REV Grant that has been previously paid to the Developer or applicable Designated Assignee, if any.
- (d) if the Developer fails to invest or cause private Capital Investment of at least \$47,904,900 in the Phase II Improvements at the earlier of Substantial Completion or the Phase II Improvements Completion Date (as such date may be extended by Force Majeure or by the terms and conditions of this Agreement), the Mixed-Use REV Grant will be reduced proportionately. If the Developer fails to invest or cause the investment of at least \$43,114,410

of Capital Investment in the Mixed-Use Component of the Phase II Improvements, the Mixed-Use REV Grant will be terminated and the Developer or applicable Designated Assignee will repay the DIA the entire amount of the Mixed-Use REV Grant that has been previously paid to the Developer or applicable Designated Assignee, if any. The DIA Board may approve a change in the sub-limits for the minimum capital contribution under the Mixed-Use Component in which the subtotal of \$47,904,900 is maintained (subject further to the pro-rata reduction as authorized herein) and neither the Retail nor the Residential subcomponent deviates by more than 10% of the amounts shown.

18.4 Liens, Security Interests.

The DIA and City and agree and acknowledge that this Agreement does not create any security interest in the Project.

Article 19.

ANTI-SPECULATION AND ASSIGNMENT PROVISIONS

19.1 Purpose.

The Developer represents and agrees that its acquisition of the Project Parcel and undertakings pursuant to this Agreement are for the purpose of developing such parcel pursuant to this Agreement and not for speculation in land holding. The Developer further recognizes, in view of the importance of the development of the Project Parcel to the general health and welfare of the City, that the qualifications, financial strength and identity of the principal shareholders or members and executive officers of the Developer are of particular concern to the City and the DIA.

19.2 Assignment; Limitation on Conveyance.

Developer agrees that, with respect to the Project, until the Substantial Completion of the Improvements, it shall not, without the prior written consent of the DIA (which consent shall not be unreasonably withheld), assign, transfer or convey (i) the Project Parcel or any portion thereof until such portion of the Improvements are Substantially Completed, (ii) this Agreement or any provision hereof as it relates to the Project, (iii) a controlling interest in the Developer; or (iv) a controlling interest in the Managing Member of the Developer. For avoidance of doubt, Developer shall not enter into an Assignment and Assumption Agreement without the prior written consent of the DIA (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, the Developer may assign its rights hereunder as to the Phase I Residential Component and the Phase II Mixed-Use Component to Tribridge Residential, LLC (or its affiliate entity which takes title to the applicable parcel), pursuant to a duly executed Assignment and Assumption Agreement. In addition, the Developer may assign its rights under this Agreement with regard to the Phase I Retail Component and the Phase II Mixed-Use Component to one or more joint ventures between or among Developer and another developer or other third-party entity,

pursuant to a duly executed Assignment and Assumption Agreement. If any such prohibited assignment, transfer or conveyance is made, the obligation of the City to pay any further amounts of the REV Grants, or the RC Forgivable Loan to the Developer shall immediately terminate. Notwithstanding the foregoing, Developer may assign, transfer or convey items (i)-(iii) above to an Affiliate of Developer without the prior written consent of the City and DIA; provided, however, that no such assignment, transfer or conveyance shall release Developer from any liability or obligation hereunder, and provided any assignee of such assignment enters into an assignment and assumption agreement in form and content as acceptable to the DIA in its reasonable discretion. In addition, Developer may collaterally assign its rights and obligations pursuant to this Agreement to any lender providing financing for the Improvements and any foreclosure or similar action and subsequent assignment by such lender or its assignees shall constitute a permitted assignment pursuant to this Agreement. In connection with any such collateral assignment and transfers by the lender contemplated herein, DIA and City agree to execute a consent reasonably acceptable to such lender, and such lender or assignee shall enter into an assignment and assumption agreement in form and content as reasonably acceptable to City and DIA. Notwithstanding anything in this Agreement to the contrary, no assignment, transfer or conveyance, including, without limitation, pursuant to an Assignment and Assumption Agreement, whether or not consented to by the DIA or the City, shall release Developer from any liability or obligation hereunder.

Article 20.
GENERAL PROVISIONS

20.1 Non-liability of DIA and City Officials.

No member, official, officer, employee or agent of the DIA or the City shall be personally liable to the Developer or to any person or entity with whom the Developer shall have entered into any contract, or to any other person or entity, in the event of any default or breach by the DIA or the City, or for any amount which may become due to the Developer or any other person or entity under the terms of this Agreement.

20.2 Force Majeure.

No party to this Agreement shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, pandemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities service, lack of transportation, any act, neglect or failure to perform of or by one party that caused the other party to be delayed in the performance of any of its obligations hereunder (provided however that the immediately preceding clause applies to the City only in its proprietary and not regulatory capacity), severe weather and other acts or failures beyond the control or without the control of any party (each, a “Force Majeure Event”); provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay and shall be proximately caused by such Force Majeure Event, and in no event shall any of the foregoing excuse any

financial liability of a party.

In the event of any delay or nonperformance resulting from such causes, the party affected shall notify the other in writing within thirty (30) calendar days of the Force Majeure Event. Such written notice shall describe the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected, and shall describe the actions reasonably taken to minimize the impact thereof.

20.2 Offset.

City and the DIA shall have the right to offset any amount owed by Developer under or in connection with this Agreement against any payments owed by City or DIA under this Agreement. Such offsets shall be in addition to any other rights or remedies available under this Agreement and applicable law.

20.3 Notices.

All notices to be given hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by an air courier service utilizing return receipts to the parties at the following addresses (or to such other or further addresses, as the parties may designate by like notice similarly sent), and such notices shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail, if sent by registered or certified mail, or the date actually received if sent by personal delivery or air courier service, except that notice of a change in address shall be effective only upon receipt.

the DIA and City:

Downtown Investment Authority
117 W. Duval Street, Suite 300
Jacksonville, Florida 32202
Attn: Chief Executive Officer

With a copy to:

City of Jacksonville
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Corporation Secretary

The Developer

Fuqua Acquisitions II, LLC
Fifteen Piedmont Center
3575 Piedmont Rd. NE, Suite 800
Atlanta, Georgia 30305
Attn: Jeffrey S. Fuqua

With copies to:

Fuqua Acquisitions II, LLC
Fifteen Piedmont Center
3575 Piedmont Rd. NE, Suite 800
Atlanta, Georgia 30305
Attn: Heather Correa

Fuqua Acquisitions II, LLC
Fifteen Piedmont Center
3575 Piedmont Rd. NE, Suite 800
Atlanta, Georgia 30305
Attn: Heather Reynolds, Esq.

20.4 **Time.**

Time is of the essence in the performance by any party of its obligations hereunder.

20.5 **Entire Agreement.**

This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained herein.

20.6 **Amendment.**

This Agreement may be amended by the parties hereto only upon the execution of a written amendment or modification signed by the parties. Notwithstanding the foregoing, the CEO of the DIA is authorized on behalf of the DIA and the City to approve, in his or her sole discretion, any “technical” changes to this Agreement. Such “technical” changes include, without limitation, non-material modifications to legal descriptions and surveys, ingress and egress, easements and rights of way, Developer Performance Schedule (for up to six months) and design standards, as long as such modifications do not involve any increased financial obligation or liability to the City or the DIA.

20.7 **Waivers.**

Except as otherwise provided herein, all waivers, amendments or modifications of this Agreement must be in writing and signed by all parties. Any failures or delays by any

party in insisting upon strict performance of the provisions hereof or asserting any of its rights and remedies as to any default shall not constitute a waiver of any other default or of any such rights or remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by any other party.

20.8 **Indemnification.**

Developer shall indemnify, hold harmless and defend the City of Jacksonville, DIA and their respective members, officials, officers, employees and agents from and against, without limitation, any loss, claim, suit, action, damage, injury, liability, fine, penalty, cost, and expense of whatsoever kind or nature (including without limitation court, investigation and defense costs and reasonable expert and attorneys' fees and costs) related to any suits and actions of any kind brought against the City, DIA and their respective members, officials, officers, employees and agents or other damages or losses incurred or sustained, or claimed to have been incurred or sustained, by any person or persons arising out of or in connection with: (i) any breach of any representation or warranty of Developer, contained or provided in connection with this Agreement; (ii) any breach or violation of any covenant or other obligation or duty of Developer under this Agreement or under applicable law; (iii) any negligent act, error or omission or intentionally wrongful conduct on the part of Developer or those under its control that causes injury to persons (including death) or damage to property, whether arising out of or incidental to Developer's performance under this Agreement or relating to the Project, except to the extent caused by the negligence of the City or DIA. Nothing contained in this paragraph shall be construed as a waiver, expansion, or alteration of the City's sovereign immunity beyond the limitations stated in Section 768.28, Florida Statutes.

This indemnification shall survive the expiration or termination (for any reason) of this Agreement and remain in full force and effect for a period of five (5) years. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to this Agreement or otherwise. The terms "City" and "DIA" as used in this Section 20.8 shall include all officers, board members, City Council members, employees, representatives, agents, successors and assigns of the City and the DIA, as applicable.

20.9 **Severability.**

The invalidity, illegality, or unenforceability of any one or more of the provisions of this Agreement shall not affect any other provisions of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20.10 Compliance with State and Other Laws.

In the performance of this Agreement, the Developer must comply with any and all applicable federal, state, and local laws, rules, and regulations, as the same exist and may be amended from time to time. Such laws, rules and regulations include, but are not limited to, Chapter 119, Florida Statutes, (the Public Records Act) and Section 286.011, Florida Statutes, (the Florida Sunshine Law). If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

20.11 Non-Discrimination Provisions.

In conformity with the requirements of Section 126.404, *Ordinance Code*, the Developer represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age, or handicap, in all areas of employment relations, throughout the term of this Agreement. The Developer agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Chapter 126, Part 4 of the *Ordinance Code*; *provided however*, that the Developer shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written. The Developer agree that, if any of its obligations to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Section 20.11 shall be incorporated into and become a part of the subcontract.

20.12 Contingent Fees Prohibited.

In conformity with Section 126.306, *Ordinance Code*, Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Developer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Developer, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, the City and DIA shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

20.13 Ethics.

The Developer represents that it has reviewed the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Ordinance Code*.

20.14 **Conflict of Interest.**

The parties will follow the provisions of Section 126.110, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same.

20.15 **Public Entity Crimes Notice.**

The parties are aware and understand that a person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business in excess of \$35,000.00 with any public entity for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

20.16 **Survival.**

Any obligations and duties that by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement and remain in effect. Without limiting the foregoing, the following rights and obligations shall survive the expiration or termination of this Agreement: all obligations for the payment of closing costs incurred as set forth herein up to the expiration or termination of this Agreement; all provisions relating to the City's right to conduct an audit; the City's obligation to convey the Creek Parcel to Developer or its Designed Assignee, and; all provisions relating to the Developer's Repurchase Right and Put Option.

20.17 **Incorporation by Reference.**

All exhibits and other attachments to this Agreement that are referenced in this Agreement are by this reference made a part hereof and are incorporated herein by this reference.

20.18 **Order of Precedence.**

In the event of any conflict between or among the provisions of this Agreement and those of any exhibit attached hereto or of any amendment, the priority, in decreasing order of precedence shall be: 1) any fully executed amendment; 2) provisions in this Agreement; and 3) exhibits to this Agreement.

20.19 **Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Delivery of a counterpart by electronic means shall be valid for all purposes.

20.20 Independent Contractor.

In the performance of this Agreement, the Developer will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer or association of the City or the DIA. The Developer and their respective employees or agents shall be solely responsible for the means, method, technique, sequences, and procedures utilized by the Developer in the performance of this Agreement.

20.21 Retention of Records/Audit

The Developer, and Developer shall cause any Designated Assignees to contractually agree:

(a) To establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the City under this Agreement.

(b) To retain, with respect to each Project, all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of six (6) years after completion of the date of final payment by the City under this Agreement with respect to such Project. If an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement, at no additional cost to the City or DIA. If such records are not located in the City of Jacksonville, such records shall be provided to the City and DIA in electronic format accessible by the City and DIA.

(c) Upon demand, at no additional cost to the City, to facilitate the duplication and transfer of any records or documents during the required retention period.

(d) To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by personnel duly authorized by the City, including but not limited to the City Council Auditors.

(e) At all reasonable times for as long as records are maintained, to allow persons duly authorized by the City, including but not limited to the City Council Auditors, full access to and the right to examine any of the Developer's contracts and related records and documents, regardless of the form in which kept.

(f) To ensure that all related party transactions are disclosed to the City.

(g) To include the aforementioned audit, inspections, investigations, and record keeping requirements in all subcontracts and assignments of this Agreement.

(h) To permit persons duly authorized by the City, including but not limited to the City Council Auditors, to inspect and copy any records, papers, documents, facilities, goods, and services of the Developer which are relevant to this Agreement, and to interview any employees and subcontractor employees of the Developer to assure the City of the satisfactory performance of the terms and conditions of this Agreement. Following such review, the City will deliver to the Developer a written report of its findings and request for development by the Developer of a corrective action plan where appropriate. The Developer hereby agrees to timely correct all deficiencies identified in the corrective action plan.

(i) Additional monies due as a result of any audit or annual reconciliation shall be paid within thirty (30) days of date of the DIA's invoice; and

(k) Should the annual reconciliation or any audit reveal that the Developer owes the City or DIA additional monies, and the Developer does not make restitution within thirty (30) days from the date of receipt of written notice from the City, then, in addition to any other remedies available to the City, then the City may pursue all available remedies under this Agreement and applicable law.

20.22 **Non-merger.**

None of the terms, covenants, agreements, or conditions set forth in this Agreement shall be deemed to be merged with any deed conveying title to the City Parcel.

20.23 **Exemption of City and DIA.**

Neither this Agreement nor the obligations imposed upon the City or DIA hereunder shall be or constitute an indebtedness of the City or DIA within the meaning of any constitutional, statutory or charter provisions requiring the City to levy ad valorem taxes, or a lien upon any properties of the City or DIA. Payment or disbursement by the City or DIA of grant amount hereunder is subject to the availability of lawfully appropriated funds. If funds are not available pursuant to a lawful appropriation thereof by the City Council or DIA Board, this Agreement shall be void and the parties shall have no further obligations hereunder.

20.24 **Parties to Agreement; Successors and Assigns.**

This is an agreement solely between the DIA, the City and Developer. The execution and delivery hereof shall not be deemed to confer any rights or privileges on any person not a party hereto other than permitted successors and assigns. This Agreement shall be binding upon and benefit Developer, and Developer' successors and assigns, and

shall inure to the benefit of the City and DIA, and their successors and assigns. However, Developer, shall not assign, transfer, or encumber its rights or obligations hereunder or under any document executed in connection herewith without the prior written consent of the City and the DIA, which consent may be withheld in the sole discretion of the City and the DIA.

20.25 Venue; Applicable Law.

The rights, obligations and remedies of the parties specified under this Agreement shall be interpreted and governed in all respects by the laws of the State of Florida. All legal actions arising out of or connected with this Agreement must be instituted in the Circuit Court of Duval County, Florida, or in the U.S. District Court for the Middle District of Florida, Jacksonville Division. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement.

20.26 Civil Rights.

The Developer agree to comply with all of the terms and requirements of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, and the antidiscrimination provisions of Chapter 126, Part 4, of the City Ordinance Code, and further agrees that in its operation under this Agreement it will not discriminate against anyone on the basis of race, color, age, disability, sex, or national origin.

20.27 Further Assurances.

Each party to this Agreement will, on request of any other party,

(a) promptly correct any defect, error, or omission herein or in any document executed in connection herewith (collectively the “Project Documents”);

(b) execute, acknowledge, deliver, procure, record or file such further instruments and do such further acts reasonably deemed necessary, desirable, or proper by the DIA to carry out the purposes of the Project Documents and to identify and subject to the liens of the Project Documents any property intended to be covered thereby, including any renewals, additions, substitutions replacements, or appurtenances to the subject property;

(c) execute, acknowledge, deliver, procure, file or record any documents or instruments deemed necessary, desirable or proper by the DIA to protect the liens or the security interest under the Project Documents against the rights or interests of third persons; and

(d) provide such certificates, documents, reports, information, affidavits, and other instruments and do such further acts reasonably deemed necessary, desirable, or proper by the requesting party to carry out the purposes of this Agreement.

20.28 **Exhibits.**

In the event of a conflict between any provisions of this Agreement and any exhibit attached to or referenced in this Agreement, the provisions of this Agreement shall govern.

20.29 **Construction.**

All parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Developer further acknowledges that it has had ample time to review this Agreement and related documents with counsel of its choice. Any doubtful or ambiguous provisions contained herein shall not be construed against the party who drafted the Agreement. Captions and headings in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

20.30 **Further Authorizations.**

The parties acknowledge and agree that the Mayor of the City, or his designee, and the City's Corporation Secretary and the CEO of DIA, or their respective designees, are hereby authorized to execute any and all other contracts and documents and otherwise take all necessary action in connection with this Agreement.

20.31 **Estoppel Certificate.**

Within ten (10) days after request therefor from either Developer, or from the City or DIA to the Developer, the Developer, City and DIA, as applicable, agree to execute and deliver to the applicable parties, or to such other addressee or addressees as a Developer or City or DIA may designate (and any such addressee may rely thereon), a statement in writing certifying (if true) that this Agreement as it relates to the Project is in full force and effect and unmodified or describing any modifications; that the Developer (or City or DIA, as applicable), to such parties actual knowledge, has performed all of its obligations under this Agreement arising prior to the date of the certificate, and making such other true representations as may be reasonably requested by Developer or City or DIA, as applicable.

20.32 **Attorney's Fees.**

Except as otherwise specifically set forth herein, each party shall be responsible for its own attorneys' fees and costs in connection with the enforcement of the terms of this Agreement and any legal action related to this Agreement.

20.33 Termination.

Notwithstanding anything contained to the contrary in this Agreement, following any termination of this Agreement by either party hereto pursuant to any right to terminate this Agreement contemplated hereunder, neither party shall owe any further obligation to the other party under this Agreement.

IN WITNESS WHEREOF, this Agreement is executed the day and year above written.

ATTEST:

CITY OF JACKSONVILLE

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry, Mayor

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

Print Name: _____

By: _____
Lori N. Boyer, CEO

Print Name: _____

DEVELOPER

WITNESS:

FUQUA ACQUISITIONS II, LLC, a Georgia limited liability company

Print Name: _____

By: _____

Name: Jeffrey S. Fuqua

Its: Manager

Date: _____

Print Name: _____

Form Approved:

Office of General Counsel

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not, nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent check request[s], as specified in said Contract.

Director of Finance

GC-#1461064-v7-Resve_of_Fuqua_RDA_GC-#1454373-v13-Fuqua_Development_LLC_RDA_-_docx_issue.docx

LIST OF EXHIBITS

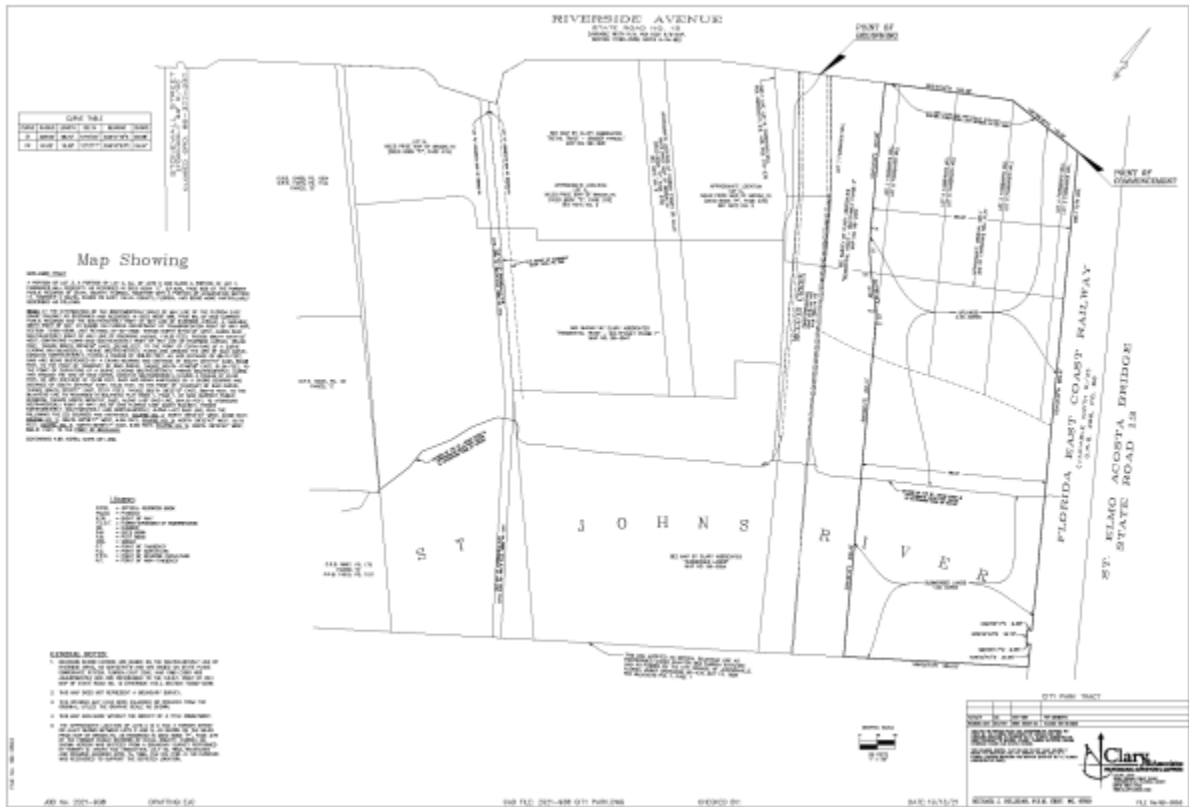
Exhibit A	Project Parcel
Exhibit B	City Parcel
Exhibit C	Demolition Agreement
Exhibit D	Demolition Project Plans and Specifications
Exhibit E	Description of Phase I Improvements
Exhibit F	Description of Phase II Improvements
Exhibit G	Purchase and Sale Agreement
Exhibit H	Project Site Plan
Exhibit I	Creek Parcel Deed
Exhibit J	May Street Extension Route
Exhibit K	McCoy's Creek Improvement Plans
Exhibit L	Description of Helipad Site
Exhibit M	Temporary Construction Easement from Developer
Exhibit N	Temporary Construction Easement to Developer
Exhibit O	Disbursement Request Form
Exhibit P	Description of Restaurant Improvements
Exhibit Q	Phase I Retail Component Parcel
Exhibit R	Phase I Residential Component Parcel
Exhibit S	Phase II Mixed-Use Component Parcel
Exhibit T	Vehicular and Pedestrian Easement from Developer – Western
Exhibit U	Vehicular and Pedestrian Easement from Developer – Eastern
Exhibit V	JSEB Reporting Form

- Exhibit W Annual Survey
- Exhibit X Assignment and Assumption Agreement
- Exhibit Y Pedestrian Access Easement
- Exhibit Z City Land Quit Claim Deed
- Exhibit AA Creek Parcel

EXHIBIT B

City Parcel

City Parcel includes approximately 4.95-acres (comprised of 3.45 acres upland area, and 1.50 acres submerged land area) of the Times Union Parcel as depicted below and shall be inclusive of all improvements, easements, riparian rights, appurtenances, personal property, subsurface rights, permits and development rights.



CITY PARK TRACT (CITY PARCEL)

A PORTION OF LOT 3, A PORTION OF LOT 4, ALL OF LOTS 5 AND 6, AND A PORTION OF LOT 7, FAIRBANKS MILL PROPERTY AS RECORDED IN DEED BOOK "C", S.P.M.W., PAGE 655 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF UNSURVEYED SECTION 14, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY AS DESCRIBED AND RECORDED IN DEED BOOK 286, PAGE 66, OF SAID CURRENT PUBLIC RECORDS AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, A VARIABLE WIDTH RIGHT OF WAY AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 72160-2528, LAST REVISED, 01-22-1995; THENCE NORTH 87°05'45" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, 119.30 FEET; THENCE SOUTH 62°31'43" WEST, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, 183.46 FEET; THENCE SOUTH 29°33'34" EAST, 207.00 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 309.00 FEET, AN ARC DISTANCE OF 66.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 35°41'16" EAST, 65.98 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°48'59" EAST, 51.26 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 91.00 FEET, AN ARC DISTANCE OF 19.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 35°42'53" EAST, 19.34 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 29°35'11" EAST, 221.11 FEET; THENCE SOUTH 29°32'10" EAST, 255.43 FEET, TO THE BULKHEAD LINE AS RECORDED IN BULKHEAD PLAT BOOK 1, PAGE 1, OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 58°02'15" EAST, ALONG LAST SAID LINE, 264.23 FEET, TO AFORESAID SOUTHWESTERLY RIGHT OF WAY LINE OF SAID FLORIDA EAST COAST RAILWAY; THENCE NORTHWESTERLY, SOUTHWESTERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: NORTH 29°33'43" WEST, 32.66 FEET; COURSE NO. 2: SOUTH 60°26'17" WEST, 6.28 FEET; COURSE NO. 3: NORTH 29°33'43" WEST, 19.70 FEET; COURSE NO. 4: NORTH 60°26'17" EAST, 6.28 FEET; COURSE NO. 5: NORTH 29°33'34" WEST, 684.31 FEET, TO THE POINT OF BEGINNING.

CONTAINING 4.95 ACRES, MORE OR LESS.

EXHIBIT C

DEMOLITION AGREEMENT BETWEEN THE CITY OF JACKSONVILLE AND FUQUA ACQUISITIONS II, LLC

THIS DEMOLITION AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 202_ (the “Effective Date”), by and between the CITY OF JACKSONVILLE (the “City”), a municipal corporation existing under the Constitution and the laws of the State of Florida, and FUQUA ACQUISITIONS II, LLC, a Georgia limited liability company (the “Contractor”). Any capitalized terms herein not otherwise defined shall have the respective meanings as set forth in the RDA, defined below.

ARTICLE 1 PRELIMINARY STATEMENTS

1.1 Background; the Demolition Project.

1.1.1 City and Developer have previously entered into that certain Redevelopment Agreement dated _____, 2021 (the “RDA”), as authorized by City Ordinance 2021-___-E, for the provision of certain City incentives to Contractor for the redevelopment of the Project Parcel.

1.1.2 Pursuant to the RDA, the City has purchased the City Parcel from Contractor, and by execution hereof Contractor has agreed to perform the Demolition Project on the Demolition Project Site pursuant to the terms and conditions set forth in this Agreement and the RDA.

1.2 Jacksonville Small and Emerging Businesses. It is important to the economic health of the community that whenever a person/entity receives incentives for construction, that the person/entity and its contractors use good faith efforts to provide contracting opportunities to small and emerging business enterprises in Duval County, pursuant to Section 7.20 hereof.

1.3 Maximum Indebtedness. The total maximum indebtedness of City for the Demolition Project and this Agreement is Four Million Six Hundred Thousand and No/100 Dollars (\$4,600,000.00).

1.4 Availability of Funds. Notwithstanding anything to the contrary herein, the City’s financial obligations under this Agreement are subject to and contingent upon the availability of lawfully appropriated funds for the Demolition Project and this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements herein of City and Developer, and for Ten Dollars (\$10.00) and other valuable consideration, the receipt

and sufficiency of which are acknowledged, City and Developer agree that the above preliminary statements are true and correct, and the parties represent, warrant, covenant, and agree as follows:

ARTICLE 2 DEFINITIONS

The foregoing preliminary statements are true and correct and are hereby incorporated herein by this reference. As used in this Agreement, the following terms shall have the following meanings.

2.1 Intentionally Omitted.

2.2 “Demolition Contract” means any contract between Developer and a General Contractor for the Demolition Project and in accordance with the terms and conditions of this Agreement, and any amendments or modifications thereto approved by City and Developer.

2.3 “Demolition Documents” means the Demolition Contract, all construction, engineering, architectural or other design professional contracts and subcontracts, all change orders, all government approvals, the Plans and Specifications, and all other drawings, budgets, and agreements relating to the Demolition Project.

2.4 “Demolition Milestone” means the demolition of all structures, buildings, piping, conduit, sidewalks, paving, and other improvements located on the Demolition Project Site (other than building foundations), including but not limited to the former Times-Union production building, has been completed and secured.

2.5 “Demolition Project Site” means all of the City Parcel and that portion of the Phase II Mixed-Use Component Parcel which is east of the Creek Parcel.

2.6 “Direct Costs” means direct costs of investigating, permitting, coordinating, planning and performing the Demolition Project.

2.7 “Disbursement” means any disbursement made by the City under this Agreement, including Disbursement One and Disbursement Two, all of which shall be made at the time and subject to the conditions set forth in this Agreement. The total amount of Disbursements shall in no event exceed the Maximum Demolition Project Disbursement Amount.

2.8 “Disbursement One” means the disbursement to Developer of \$2,300,000, as approved by the City pursuant to this Agreement, upon Substantial Completion of the Demolition Milestone.

2.9 “Disbursement Two” means the disbursement to Developer of \$2,300,000, as approved by the City pursuant to this Agreement, upon the later to occur of Substantial Completion of the Demolition Project and the delivery of Final Lien Releases in accordance with the terms and conditions of Section 7.11.1).

2.10 **“General Contractor”** means the person or entity licensed as a general contractor under Florida law, providing management of any portion of the Demolition Project.

2.11 **“Governmental Requirement”** means any generally applicable permit, law, statute, code, rule, regulation, ordinance, order, judgment, decree, writ or injunction of any governmental, quasi-governmental and/or regulatory national, state, county, city or other local entity with jurisdiction over the Demolition Project. Governmental Requirements shall include all generally applicable, relevant, or appropriate Florida Statutes and City of Jacksonville Ordinances including, without limitation, any regulation found in Florida Administrative Code; and all Florida Statutes, City of Jacksonville Ordinances and regulations or rules now existing or in the future enacted, promulgated, adopted, entered, or issued, whether by any national, state, county, city or other local entity, both within and outside present contemplation of the respective parties to this transaction.

2.12 **“Demolition Project”** includes the scope of work set forth on **Exhibit A** attached hereto and all other related work described herein as determined by the context of the usage of such term.

2.13 **“Demolition Project Documents”** means this Agreement and any other documents executed in connection herewith between the parties hereto.

2.14 **“Design Professional”** means the project engineer and other professional consultants providing technical advice to Developer in connection with the Demolition Project.

2.15 **“Maximum Demolition Project Disbursement Amount”** means the maximum amount of total Disbursements to Developer for the Demolition Project as approved by the City in the amount of FOUR MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,600,00.00),

2.16 **“Payment Bond”** and **“Performance Bond”** have the meanings ascribed in Section 7.19.

2.17 **“Plans and Specifications”** means the final plans and specifications, including without limitation all maps, sketches, diagrams, surveys, drawings and lists of materials, for the Demolition Project or any portion thereof, which have been approved in writing by the City, and any and all modifications thereof made with the written approval of the City.

2.18 **“Substantial Completion”** of the Demolition Project means the satisfaction of the Demolition Project Completion Conditions applicable to the Demolition Project, as described in Section 7.11 (other than the delivery of Final Lien Releases (as hereinafter defined)). The one-year warranty as described herein on the Demolition Project begins on the Substantial Completion date of the Demolition Project.

“Substantial Completion” of the Demolition Milestone means the Demolition Milestone shall have been finally completed in all material respects, as verified by an inspection report satisfactory to City from the Construction Inspector, certifying that the Demolition Milestone has been completed in a good and workmanlike manner and in substantial accordance with the applicable Plans and Specifications.

2.19 “**Work**” means workmanship, materials and equipment necessary to this Agreement, and any and all obligations, duties and responsibilities necessary to the successful completion of the Demolition Project undertaken by Developer under this Agreement, including the furnishing of all labor, materials, and equipment, and any other services related thereto.

ARTICLE 3 DISBURSEMENT OF FUNDS BY CITY

3.1 Terms of Disbursement. Subject to an appropriation of funds therefore, City agrees to make the Disbursements on the terms and conditions hereinafter set forth. The total amount of the Disbursements shall not exceed the Maximum Demolition Project Disbursement Amount. Developer shall be responsible for all costs to Complete the Demolition Project in excess of the Maximum Demolition Project Disbursement Amount.

3.2 Reserved.

3.3 Disbursements Directly to Contractors and Vendors. Notwithstanding anything herein, the City may at its option upon the occurrence of an Event of Default, which is not cured within the applicable cure period after notice, and in accordance with the disbursement procedures described in this Article III, and in Article IV and Article V, disburse directly to the General Contractor, subcontractors, suppliers, and vendors whom Developer has engaged in connection with the Demolition Project, the reasonable amounts charged by such persons, upon submission to the City of invoices, receipts or other documents required by the City showing that the services rendered pertain to the Demolition Project and are included in the Direct Costs. In the event the City makes any direct Disbursement as described in this Section 3.3, the City shall, upon request of Developer, deliver to Developer a complete copy of any Disbursement documentation for Developer’s records and the amount of all such direct Disbursements shall be offset against any Disbursement amounts owed to Developer under this Agreement. Such offsets shall be in addition to any other rights or remedies available under this Agreement and applicable law.

3.4 Deficiency in Maximum Demolition Project Disbursement Amount; Developer Obligation for any Shortfall in Costs. In no event will the City be responsible for any shortfall in the amounts necessary to complete the Demolition Project. If Developer fails to continue the Demolition Project at its own cost, or fails to Substantially Complete the Demolition Project due to a funding shortfall or for any other reason on or before the Completion Date, the City in its sole discretion may choose to terminate the City's obligations hereunder and/or complete the remaining portion of the Demolition Project (on its own or through a third party contractor) and shall have no further payment obligations to Developer hereunder.

3.5 Reserved.

3.6 Procedures for Payment. The Disbursements shall be made upon written application of Developer pursuant to a Disbursement Request in the form as provided by the City and as defined in Section 4.1, subject to Article 5 below and the other terms of this Agreement. Each Disbursement Request shall constitute a representation by Developer that the Work done for the Demolition Project is in accordance with the Plans and Specifications for the Demolition

Project; that the Work conforms with all applicable rules and regulations of the public authorities having jurisdiction; and that no Event of Default or event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing.

3.7 Construction Inspector. The Construction Inspector shall be a consultant approved by the City and engaged by Developer for standard inspections of the Demolition Project as provided herein. All fees for the Construction Inspector shall be borne by Developer. The Construction Inspector will inspect the Demolition Project as provided herein, review and advise Developer and the City jointly with respect to the Demolition Documents, and other matters related to the Demolition Project, monitor the progress of the Demolition Project, and review and sign-off on any Disbursement Request. Developer shall make the facilities located on or around the project site available for the City and Construction Inspector for the inspection of the Demolition Project, and Developer shall afford full and free access by City and Construction Inspector to all Demolition Documents. City shall be granted access to the project site at all reasonable times to inspect the Work in progress and upon Substantial Completion.

Developer acknowledges that (a) Construction Inspector shall in no event have any power or authority to make any decision or to give any approval or consent or to do any other thing which is binding upon the City and any such purported decision, approval, consent or act by Construction Inspector on behalf of the City shall be void and of no force or effect, (b) the City reserves the right to make any and all decisions required to be made by the City under this Agreement, in its reasonable discretion, without in any instance being bound or limited in any manner whatsoever by any opinion expressed or not expressed by Construction Inspector to the City or any other person with respect thereto, and (c) the City reserves the right in its sole and absolute discretion to replace Construction Inspector with another inspector at any time and with reasonable prior notice to Developer.

3.8 No Third-Party Beneficiaries. The parties hereto do not intend for the benefits of this Agreement to inure to any third party. Notwithstanding anything contained herein or any conduct or course of conduct by any of the parties hereto, this Agreement shall not be construed as creating any rights, claims, or causes of action against City or any of their respective officers, agents, or employees, in favor of any contractor, subcontractor, supplier of labor, materials or services, or any of their respective creditors, or any other person or entity other than Developer.

3.9 Performance Schedule. Developer agrees that it shall Substantially Complete the Demolition Project on or before September 30, 2022 (the "Completion Date"), subject to extensions for Force Majeure Events and any extensions granted pursuant to the Redevelopment Agreement.

3.10 Progress Reports. During the Demolition Project, Developer shall provide to the City on a monthly basis (not later than fifteen (15) days after the close of each calendar month) progress reports of the status of the Demolition Project, which shall include certification by the Design Professional of the percentage of completion of the Demolition Project. In addition, on a monthly basis Developer shall provide to the City copies of its internally generated monitoring reports and related documentation as to such portion of the Demolition Project within fifteen (15) days after the close of the month.

3.11 Pre-Demolition Meetings; Critical Path Diagram. The City and Developer shall meet no later than ten (10) days prior to the date of the commencement of the Demolition Project. At such meeting, Developer shall provide to the City a logical network diagram describing all components of the Demolition Project, in a critical path format (the “Critical Path Diagram”), in accordance with the Completion Date. Developer shall update the Critical Path Diagram monthly and submit the updated Diagram to the City monthly.

3.12 No Warranty by City. Nothing contained in this Agreement or any other Demolition Project Document shall constitute or create any duty on or warranty by City regarding (a) the accuracy or reasonableness of the projected cost to complete the Demolition Project; (b) the feasibility or quality of the Demolition Documents or Demolition Project; (c) the quality or condition of the Work; or (d) the competence or qualifications of the General Contractor, Design Professional or any other party furnishing labor or materials in connection with the performance of the Demolition Project. Developer acknowledges that Developer has not relied and will not rely upon any experience, awareness or expertise of City, or any City inspector, regarding the aforesaid matters.

3.13 General Contractor. Developer shall be responsible for the acts or omissions of its General Contractor, subcontractors and assignees. Developer represents and warrants that the General Contractor shall be licensed, certified or otherwise authorized to demolish structures and haul away debris and test debris (if necessary) and dispose of demolition materials to sites approved by the State of Florida, and to the extent this Agreement includes hazardous materials remediation, to move, abate and otherwise remediate hazardous materials, wastes and/or contaminants including asbestos.

ARTICLE 4 DISBURSEMENT REQUEST

4.1 Request for Disbursement; Payment by City. Developer shall only be permitted to make a total of two (2) Disbursement Requests; the first for Disbursement One and the second for Disbursement Two. The Disbursement Request for Disbursement One may not be submitted until the Developer has Substantially Completed the Demolition Milestone in accordance with the terms of this Agreement. The Disbursement Request for Disbursement Two may not be submitted until the date which is the later of (i) the date that the Developer has Substantially Completed the Demolition Project in accordance with the terms of this Agreement, and (ii) the delivery of Final Lien Releases in accordance with the terms and conditions of Section 7.11.1. Developer shall submit to the City, at least thirty (30) calendar days prior to the requested date of disbursement, the completed written disbursement request (“Disbursement Request”) in the form as set forth in Exhibit E attached hereto. The Disbursement Request shall certify in detail, reasonably acceptable to the City, the Substantial Completion of the Demolition Milestone or Demolition Project, as applicable. Each Disbursement Request shall be accompanied by the following supporting data: (i) a certification from the Design Professional that the Work has been performed substantially in accordance with the approved Plans and Specifications and confirming the Substantial Completion stated in the Disbursement Request, and (ii) waivers of mechanic’s and materialmen’s liens with respect to all Work performed in connection with the Substantial Completion of the Demolition Milestone or Demolition Project, as applicable (collectively, the “Supporting Documentation”). The City shall pay to Developer the Disbursement related to the

Disbursement Request submitted by Developer in accordance with the applicable requirements of this Agreement, within thirty (30) calendar days of the City's receipt of such Disbursement Request, provided, however, that if the City reasonably disputes any portion of the Disbursement Request, the City shall provide written notice to Developer of such dispute within ten (10) business days of the City's receipt of such Disbursement Request. Thereafter, the parties shall negotiate in good faith to resolve such dispute.

4.2 Disbursements. The City shall provide Developer reasonable advance notice of any change in the City's disbursement procedures, and any new disbursement procedures shall be commercially reasonable and in conformance with this Agreement. Notwithstanding the foregoing, the City's records of any Disbursement made pursuant to this Agreement shall, in the absence of manifest error, be deemed correct and acceptable and binding upon Developer.

ARTICLE 5 CONDITIONS TO DISBURSEMENT

5.1 General Conditions to Disbursement. Subject to the terms and conditions of this Agreement, the City shall make Disbursements to Developer up to a total amount not to exceed the Maximum Demolition Project Disbursement Amount. The City will have no obligation to make any Disbursement (a) unless City is satisfied, in its reasonable discretion, that the conditions precedent to the making of such Disbursement have been satisfied and the Disbursement is otherwise in accordance with the requirements of this Agreement; or (b) if an Event of Default or an event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing.

5.2 Specific Conditions to Disbursement. The City's obligation hereunder to make any Disbursement with respect to the Demolition Project is conditioned upon the City's receipt of the following, each in form and substance reasonably satisfactory to the City:

5.2.1 Each of the Demolition Project Documents duly executed as necessary to be enforceable against the parties thereto, and that no Event of Default or event which, with the giving notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing under any of the Demolition Project Documents.

5.2.2 A satisfactory inspection report with respect to the Demolition Project from Construction Inspector, and deeming that Substantial Completion of the Demolition Milestone or Demolition Project, as applicable, has occurred, which shall be delivered by Construction Inspector with the Disbursement Request.

5.2.3 The updated Critical Path Diagram as described in Section 3.11.

5.2.4 Additionally, the City must be satisfied that all necessary approvals from governmental or quasi-governmental authorities (including without limitation the St. Johns River Water Management District and FDEP) having jurisdiction over the Demolition Project (the "Governmental Approvals"), have been obtained for the Demolition Project, and are or will be

final, unappealed, and unappealable, and remain in full force and effect without restriction or modification.

5.2.5 A Disbursement Request, together with all required Supporting Documentation.

5.2.6 Certification from the Design Professional that the Demolition Project is Substantially Complete in accordance with the Plans and Specifications.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

Developer represents and warrants to City that, to its knowledge:

6.1 Authority; Enforceability. (a) The execution and delivery hereof has been approved by all parties whose approval is required under the terms of the governing documents of Developer; (b) this Agreement and any documents executed in connection herewith do not violate any of the terms or conditions of such governing documents and this Agreement is binding upon Developer and enforceable against it in accordance with its terms; (c) the person(s) executing this Agreement on behalf of Developer is (are) duly authorized and fully empowered to execute the same for and on behalf of Developer; and (d) Developer is duly authorized to transact business in the State of Florida and has received all necessary permits and authorizations required by appropriate governmental agencies as a condition to doing business in the State of Florida.

6.2 Survival. All of the representations and warranties of Developer, as set forth in this Agreement, shall survive the making of this Agreement and shall be continuing for a period of one year after the Completion Date as set forth herein.

ARTICLE 7 COVENANTS

7.1 Manner of Construction of the Demolition Project. The Demolition Project shall be constructed in a good and workmanlike manner, in substantial accordance with the applicable Plans and Specifications and in compliance with all Governmental Requirements.

7.2 Plans and Specifications for the Demolition Project. Prior to the date of commencement of the Demolition Project and prior to entering into any contracts for the same, the City shall have received and approved in its reasonable discretion the Plans and Specifications prepared by Developer for the Demolition Project. The Plans and Specifications (i) will comply with all applicable City/state/federal standards, and with provisions of this Agreement, (ii) shall be reviewed by the City within thirty (30) days of submission in form acceptable to the City, and (iii) shall be subject to the City's approval. Developer shall use the approved Plans and Specifications if Developer is required by law to solicit bids and/or proposals for the Demolition Project. City representatives shall have access to any portion of the Demolition Project during the demolition and Work to confirm such Demolition Project is performed consistent with the approved Plans and Specifications.

7.3 Developer Responsibilities. After the Effective Date, Developer shall be responsible for overseeing the Demolition Project under the terms and conditions of this Agreement.

7.4 Award of Design Professional's Contract(s) and Demolition Contract(s).

7.4.1 If applicable, Developer shall be responsible for competitively and publicly soliciting professional services, including design and engineering professionals and to conduct the Work in compliance with Section 287.055, Florida Statutes, and otherwise in compliance with applicable Governmental Requirements and this Agreement, and in consultation with the City Procurement Department. Competitive solicitation of all professional services for the Demolition Project and any portion thereof shall be in compliance with Section 287.055. All potential bidders shall be prequalified to do business with the City pursuant to the requirements and procedures set forth by the Chief of Procurement and the Ordinance Code of the City of Jacksonville. The bidder or bidders selected by Developer in its final award may or may not have submitted the absolute lowest bid; provided, however, that prior to the actual bid award to any bidder other than the lowest bidder, the City shall be given the opportunity to review and approve the bid analysis and award procedures utilized in Developer's final award. City shall have the right to review the bid analysis and award procedures and subject to such bid and award procedures being in compliance with Florida law. All planning, design and construction services shall be conducted by design professionals, construction companies and/or equipment and material suppliers licensed or certified to conduct business in the State of Florida and the City. Nothing herein shall be deemed to (1) confer any rights on third parties, including any bidders, prospective bidders, contractors or subcontractors, or (2) impose any obligations or liability on the City.

7.4.2 After awarding the Demolition Contract for any portion of the Demolition Project, Developer shall in a timely manner notify the General Contractor to proceed with the Work of such portion of the Demolition Project. No notice to proceed shall be given until, and the City's obligations hereunder shall be conditioned upon, satisfaction of the following conditions:

(a) The City shall have received evidence reasonably satisfactory to it that the Demolition Project will be completed by the Completion Date;

(b) Developer shall provide to the City payment and performance bonds in form and content acceptable to the City in accordance with this Agreement as set forth in Section 7.21 below and **Exhibit F** attached hereto;

(c) The City shall have received such assurances as may reasonably be required that all necessary permits and other governmental requirements for the Demolition Project have been received and satisfied or can be received and satisfied in due course;

(d) The parties have complied with the Pre-Demolition Meeting requirements of Section 3.11.

7.5 Prosecution of Work. Developer shall cause General Contractor to perform the Demolition Project, including obtaining of required testing, inspecting the Work and rendering

monthly reports to City on the progress of the Demolition Project if requested by City. Developer shall work diligently to Substantially Complete the Demolition Project in a timely and reasonable manner and in accordance with the Completion Date.

7.6 Liens and Lien Waivers. Developer shall take all action necessary to have any mechanic's and materialmen's liens, judgment liens or other liens or encumbrances related to the Demolition Project released or transferred to bond within ten business (10) days of the date Developer receives notice of the filing of such liens or encumbrances. City shall not be responsible for any lien or encumbrance related to the Demolition Project. Developer shall be responsible for assuring compliance in all respects whatsoever with the applicable mechanic's and materialmen's lien laws.

7.7 Risk. Developer acknowledges that Developer has had a full and complete opportunity, before signing this Agreement, to conduct a thorough physical inspection of the Demolition Project Site. Developer acknowledges, further, that Developer is taking the entire and exclusive risk of the condition of Demolition Project Site and all improvements located thereon, whether disclosed or undisclosed, foreseen or unforeseen, and including, without limitation, the cost and work of removing any asbestos-containing materials and lead-based paint.

7.8 Compliance with Laws and Restrictions. The Demolition Project shall be performed in accordance with all Governmental Requirements. All contractors, subcontractors, mechanics or laborers or other persons providing labor or material in construction of any portion of the Demolition Project shall have or be covered by worker's compensation insurance, if required by applicable law.

7.9 Ownership of Demolition Documents. As security for the obligations of Developer under this Agreement, Developer hereby grants, transfers and assigns to City all of Developer's right, title, interest (free of any security interests of third parties) and benefits in or under the Demolition Documents, including any copyrights thereto. Developer represents and warrants that it has permission and authority to convey ownership of the Demolition Documents as set forth herein.

7.10 Authority of City to Monitor Compliance. During the Demolition Project, Developer shall permit the City's Director of Public Works or his respective designated personnel, to monitor compliance by Developer with the provisions of this Agreement, the Demolition Documents and the Demolition Project Documents. During the Demolition Project and with prior notice to Developer, representatives of City shall have the right of access to Developer's records and employees, as they relate to Demolition Project, during normal business hours, provided, however, that Developer shall have the right to have a representative of Developer present during any such inspection.

7.11 Completion of the Demolition Project. Subject to the terms of this Agreement and to the Force Majeure provisions of Section 11.2, Developer shall Substantially Complete the Demolition Project by no later than the Completion Date. For purposes of this Agreement, completion of the Demolition Project shall be deemed to have occurred only when the following conditions (the "Demolition Project Completion Conditions") shall have been satisfied:

7.11.1 Within sixty (60) days of Substantial Completion of the Demolition Project, Developer shall submit to City a proper contractor's final affidavit and releases of liens from each contractor, subcontractor and supplier, or other proof satisfactory to City, confirming that payment has been made for all materials supplied and labor furnished in connection with such Demolition Project through the date of Substantial Completion reflected in the Disbursement Request (collectively, "Final Lien Releases");

7.11.2 The Demolition Project shall have been finally completed in all material respects in substantial accordance with the applicable Plans and Specifications, as verified by a final inspection report satisfactory to City from Developer's Construction Inspector, certifying that the Demolition Project has been completed in a good and workmanlike manner and the Demolition Project Site is in satisfactory condition, ready for immediate use with no material interference with the commencement of the McCoy's Creek Improvements;

7.11.3 Reserved;

7.11.4 Developer shall have obtained the final inspections and approvals of the completed Work from all applicable governmental authorities, and all applicable permits for the Demolition Project have been closed; and

7.11.5 Developer shall cause the General Contractor to provide a one-year warranty on the Demolition Project, with said warranty commencing on the date of Substantial Completion.

7.12 Changes to Plans and Specifications. In connection with any portion of the Demolition Project, no material amendment shall be made to the Plans and Specifications without the prior written consent of the City.

7.13 Subcontractors. Developer agrees that it will not engage or permit the General Contractor to engage or continue to employ any contractor, subcontractor or materialman who may be reasonably objectionable to City. If requested by City, Developer shall deliver to City a fully executed copy of each of the agreements between Developer and such contractors and between the General Contractor and its subcontractors, each of which shall be in form and substance reasonably satisfactory to City. City's approval of a construction contract is specifically conditioned upon the following: (a) the contractor or subcontractor is of recognized standing in the trade, and is otherwise reasonably acceptable to City, and (b) approval of the City's Procurement Department based on its standard prequalification criteria for construction work on City property, provided such contractors or subcontractors are determined by Developer to be qualified and experienced for the Demolition Project.

7.14 Discrimination. Developer shall not discriminate against any person, or group of persons on account of race, color, creed, sex, age, religion, national origin, marital status, handicap, having children or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of all or any part of the Demolition Project nor shall Developer or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with the reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sublessees or vendees thereof.

7.15 Indemnification.

Developer shall indemnify the City, and its respective employees, agents, representatives, successors, assigns, contractors and subcontractors (collectively “Indemnified Parties”) against and from all liabilities, damages, losses, costs, and expenses of whatsoever kind or nature, including, but not limited to, reasonable attorney’s fees, reasonable expert witness fees and court costs (all of which are collectively referred to as “Damages”), arising out of or in connection with any negligent act or omission or willful misconduct of Developer, the General Contractor or any of their respective employees, contractors, agents or representatives (collectively, the “Developer Parties”) in connection with the Demolition Project, which Damages are not paid or reimbursed by or through the Payment and Performance Bond or Insurance as required under this Agreement. This indemnification shall survive the expiration or termination of this Agreement. The term “Indemnified Parties” as used in this Section shall include the City, and all officers, board members, City Board members, City Council members, employees, representatives, agents, successors and assigns of the City. This Section 7.15 shall survive the expiration, earlier termination or completion of this Agreement for a period of five (5) years.

7.16 Insurance and Bond Requirements. See Exhibit F attached hereto and incorporated herein by this reference for the insurance and bond requirements of the General Contractor.

7.17 Materials and Workmanship. All Work shall be furnished and performed in accordance with City’s Standards, Specification and Details to be provided by City and in accordance with established practice and standards recognized by the trade.

7.18 Warranty and Guarantee of Work.

7.18.1 Developer warrants to the City that all Work will perform in accordance with the provisions of this Agreement in all material respects. All Work not in conformance to the requirements of this Agreement may be considered defective. This warranty is not limited by, nor limits any other warranty-related provision in this Agreement.

7.18.2 If, within one year of acceptance of the Demolition Project by City, or within such longer period of time prescribed by law or by the terms of any special warranty provision of this Agreement, any of the Work is found to be defective or not in conformance with this Agreement, Developer shall cause the General Contractor to correct it promptly after notice of such defect or nonconformance. Corrective Work during the warranty period shall also be warranted for a period of one year, with each corrective effort in turn being warranted for a period of one year of satisfactory performance. This obligation shall survive termination, expiration or completion of the Agreement. City shall give notice to Developer promptly after discovery of the condition.

7.18.3 Developer shall bear the cost of correcting or removing all defective or nonconforming Work, including the cost for correcting any damage caused by such defect or the correcting thereof.

7.18.4 Developer shall correct any defective or nonconforming Work to the reasonable satisfaction of City, and any of the Work, equipment or materials damaged as a result

of such condition or the correcting of such condition, within thirty (30) calendar days of notice of such condition. Should Developer fail to timely correct defective or non-conforming Work under warranty, City, or a third-party contractor on behalf of City, may correct such Work itself and Developer shall reimburse City for the costs of such corrective Work promptly and no later than thirty (30) days after receipt of an invoice from City pertaining to such corrective Work undertaken by City. If Developer fails to correct the nonconforming or defective Work, Developer will be in default hereunder.

7.18.5 Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Developer may have under this Agreement. The establishment of the time period of one year after the date of Substantial Completion, or such longer period of time as may be prescribed by law or by the items of any warranty required by this Agreement, relates only to the specific obligation of Developer to correct the Work and has no relationship to the time within which its obligation to comply with this Agreement may be sought to be enforced, nor the time within which proceedings may be commenced to establish Developer's liability with respect to its obligations other than specifically to correct the Work.

7.19 Payment and Performance Bonds.

7.19.1 Prior to commencing any work on the Demolition Project, Developer shall cause all primary contractors to furnish Performance and Payment Bonds for the Demolition Project in compliance with Section 255.05, Florida Statutes, as security for its faithful performance under this Agreement. The Bonds shall be in an amount at least equal to the amount of the Direct Costs for the Demolition Project. The Bonds shall be in a form acceptable to the City, and with a surety that is acceptable to the City's Division of Insurance and Risk Management. The cost thereof shall be paid by the Developer. The Payment and Performance Bonds for the Demolition Project shall be recorded and delivered to the CEO of the Downtown Investment Authority prior to date of commencement of the Demolition Project.

7.19.2 The duly executed, recorded Performance and Payment Bonds shall be delivered prior to commencement of the Demolition Project.

7.19.3 If any surety upon any bond furnished in connection with this Agreement becomes unacceptable to the City, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by the City, Developer shall, at its own expense, promptly furnish such additional security as may be required from time to time to protect the interests of the City and of persons supplying labor or materials in the prosecution of the Work contemplated by this Agreement and as permitted in the Budget.

7.20 Jacksonville Small and Emerging Businesses (JSEB) Program.

Developer, in further recognition of and consideration for the public funds provided to assist Developer pursuant to this Agreement, hereby acknowledges the importance of affording to small and emerging vendors and contractors the full and reasonable opportunity to provide materials and services ("Opportunity"). Therefore, Developer hereby agrees as follows:

7.20.1 Developer shall obtain from City's Procurement Division the list of certified Jacksonville Small and Emerging Businesses ("JSEB"), and shall, in accordance with

Jacksonville Ordinance Code (“Code”) Sections 126.601 et seq., and shall use good faith efforts to enter into contracts with City certified JSEBs to provide materials or services in an aggregate amount of twenty percent (20%) of the total Direct Costs of the construction of the Demolition Project or the City’s maximum contribution to the Demolition Project, whichever is less, provided such JSEBs are determined by Developer to be qualified and experienced in the design and construction of the Demolition Project.

7.20.2 Developer shall submit a JSEB report regarding Developer’s actual use of City certified JSEBs for design, engineering, permitting, and construction of the Demolition Project. A JSEB report shall be submitted on a quarterly basis until Substantial Completion of Construction of the Demolition Project. The form of the report to be used for the purposes of this Section is attached hereto as **Exhibit G** (the “JSEB Reporting Form”).

7.21 Indemnification by Contractors.

Developer agrees to include the indemnification provisions set forth in **Exhibit H**, attached hereto and incorporated herein, in all contracts with contractors, subcontractors, consultants, and subconsultants who perform work in connection with this Agreement.

**ARTICLE 8
NO ASSIGNMENT OR CONVEYANCE;
RESTRICTIONS ON ENCUMBRANCE**

8.1 Assignment; Limitation on Conveyance. Developer agrees that it shall not, without the prior written consent of City in its sole discretion (except for assignment to affiliates of Developer of which Developer has a managing interest) assign, transfer or convey this Agreement or the Demolition Project Documents or any provision hereof or thereof. The provisions of this section shall not apply to any assignment, transfer or conveyance as collateral or to the sale or conveyance to the holder of any mortgage encumbering all or any portion of Developer’s property. Any such sale, assignment or conveyance in violation of this section shall constitute a default hereunder, and City may continue to look to Developer to enforce all of the terms and conditions of this Agreement as if such purported sale, assignment or conveyance had not occurred. Any authorized assignment hereunder shall be pursuant to an assignment and assumption agreement in form and content acceptable to the City in its reasonable discretion.

**ARTICLE 9
EVENTS OF DEFAULT AND REMEDIES**

9.1 Event of Default. The following shall constitute an event of default (each, an “Event of Default”) hereunder:

9.1.1 A breach by any party of any other term, covenant, condition, obligation or agreement under this Agreement, and the continuance of such breach for a period of thirty (30) days after written notice thereof shall have been given to such party, provided, however, that if such breach is not reasonably susceptible to cure within thirty (30) days, then the time to cure such breach shall be extended to ninety (90) days so long as the defaulting party is diligently and in good faith pursuing such cure;

9.1.2 Any representation or warranty made by any party to this Agreement or the Demolition Project Documents shall prove to be false, incorrect or misleading in any material respect as of the Effective Date, which is not cured as provided in Section 9.1.1;

9.1.3 A continuing default after any applicable cure period under the Demolition Project Documents;

9.1.4 The termination of, or default under, the Demolition Contract by Developer or the General Contractor, provided, however, that in the event the Demolition Contract is terminated, Developer shall have up to ninety (90) days in which to enter into a replacement Demolition Contract, on such terms and with such other General Contractor as shall be reasonably acceptable to City;

9.1.5 Failure of Developer to complete the Demolition Project in accordance with the Plans and Specifications which, in the reasonable judgment of the City Director of Public Works, results in Demolition Project which will not adequately serve the City;

9.1.6 Failure of Developer to Complete the Demolition Project, or abandonment of or cessation of Work on any portion of the Demolition Project at any time prior to completion for a period of more than thirty (30) consecutive business days, except on account of Force Majeure, in which case such period shall be the lesser of the actual period of delay or ninety (90) consecutive days;

9.1.7 The entry of a decree or order by a court having jurisdiction in the premises adjudging the defaulting party bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the such party under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a receiver, liquidator, custodian, assignee, or sequestrator (or other similar official) of such party or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuation of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days; or

9.1.8 The institution by any party of proceedings to be adjudicated bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing by it to the institution of bankruptcy or insolvency proceedings against it, or the filing of a petition or answer or consent seeking reorganization or relief under the United States Bankruptcy Code or any other similar applicable federal or state law, or the consent by it to the filing of any such petition or to the appointment of a receiver, liquidator, custodian, assignee, trustee or sequestrator (or other similar official) of such party of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due.

9.2 Disbursements. Upon or at any time after the occurrence of an Event of Default, the City may refuse to make any Disbursement.

9.2.1 In the event Developer ' action giving rise to an Event of Default pertains to any failure by Developer to commence with, continue or complete the Demolition Project, the City shall be entitled (but not obligated) to (i) complete the Demolition Project, and/or (ii)

terminate the City's obligation to pay any further Disbursements hereunder. Developer shall remain obligated to the City for any amounts owed by Developer hereunder as a result of such default.

(a) Provided however, if the Event of Default and failure of Developer to cure described above is caused by unforeseen events, Force Majeure (as set forth in Section 11.2) or third-party actions which are outside the control of Developer, then in such event the City shall meet with Developer to consider alternative resolutions and shall use reasonable efforts and reasonably cooperate with Developer to reach a mutually acceptable amendment to this Agreement.

(b) In the event that the Event of Default and failure of Developer to cure is caused by Developer's acts or omissions, then upon termination the City may use an alternative general contractor or development manager selected in its sole discretion provided however such general contractor or development manager shall complete the Demolition Project in accordance with the terms and conditions of this Agreement and all Exhibits hereto.

(c) In the event the City elects to complete all or any of the Demolition Project after an Event of Default, the City shall reimburse Developer for actual out-of-pocket Direct Costs incurred by Developer, that have been verified by the Construction Inspector and approved by the City, for Work actually performed prior to the occurrence of the action giving rise to the Event of Default, but only to the extent funding is available as calculated by the Maximum Demolition Project Disbursement Amount, less all Disbursements previously made, less the actual costs to the City in completing such portion of the Demolition Project as the City elects.

9.2.2 Developer agrees that an Event of Default under this Agreement shall constitute a default under the Demolition Project Documents as to which no additional notice or right to cure shall apply.

9.2.3 Notwithstanding anything herein, upon any breach by the City hereunder, Developer's maximum damages hereunder (including prejudgment interest) shall be limited to the undisbursed Maximum Demolition Project Disbursement Amount.

ARTICLE 10 ENVIRONMENTAL MATTERS

10.1 Environmental Laws. "Environmental Laws" or "Environmental Law" shall mean any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any Hazardous Materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, retention ponds, storm water systems, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, regulations, orders, decrees, permits,

licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) (“CERCLA”); (ii) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) (“RCRA”); (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. Section 2061 et seq.); (v) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vii) the Safe Drinking Water Act (42 U.S.C. Section 300f et seq.); (viii) the National Environmental Policy Act (42 U.S.C. Section 4321 et seq.); (ix) the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (x) Title III of the Superfund Amendments and Reauthorization Act (42 U.S.C. Section 11001 et seq.); (xi) the Uranium Mill Tailings Radiation Control Act (42 U.S.C. Section 7901 et seq.); (xii) the Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.); (xiii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (xiv) the Noise Control Act (42 U.S.C. Section 4901 et seq.); (xv) Chapter 62-780, Florida Administrative Code (FAC) Contaminated Site Cleanup Criteria; and (xvi) the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 11001 et seq.).

10.2 Hazardous Materials. “Hazardous Materials” means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law. Without limiting the generality of the foregoing, the term shall mean and include: (a) “Hazardous Substance(s)” as defined in CERCLA, the Superfund Amendments and Reauthorization Act of 1986, or Title III of the Superfund Amendments and Reauthorization Act, each as amended, and regulations promulgated thereunder including, but not limited to, asbestos or any substance containing asbestos, polychlorinated biphenyls, any explosives, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes; (b) any petroleum or petroleum-derived waste or product or related materials, and any items defined as hazardous, special or toxic materials, substances or waste; (c) “Hazardous Waste” as defined in the Resource Conservation and Recovery Act of 1976, as amended, and regulations promulgated thereunder; (d) “Materials” as defined as “Hazardous Materials” in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder; (e) “Chemical Substance” or “Mixture” as defined in the Toxic Substances Control Act, as amended, and regulations promulgated thereunder; and (f) mold, microbial growth, moisture impacted building material, lead-based paint or lead-containing coatings, components, materials, or debris, and self-illuminated tritium containing structures, including but not limited to tritium containing exit signs.

10.3 Liability. In the event that Hazardous Materials are discovered that affect the Demolition Project, any increased cost for such work shall be the responsibility of the Developer. In the event Developer handles Hazardous Materials attendant to construction of the Demolition Project, it shall do so in compliance with all applicable Environmental Laws and shall be responsible for the health and safety of its workers in handling these materials. The foregoing shall not be construed to impose liability on the Developer for remediation of any subsurface Hazardous Materials within the City Parcel as of the Effective Date.

10.4 Developer Release of Hazardous Materials. Developer shall be responsible for any new release of Hazardous Materials within the Demolition Project Site directly caused by the actions of Developer occurring after the Effective Date of this Agreement (“New Release”). For purposes of clarity, any migration of Hazardous Materials within, into or out of the City Parcel as a result of the Demolition Project shall not constitute a New Release caused by Developer, provided, however, the Developer shall be responsible to the extent of any increased liability or financial costs incurred by the City for the spreading, worsening, or exacerbation of a release if directly caused by the negligence, recklessness or intentional wrongful conduct of Developer. Developer shall indemnify and hold the City and its members, officials, officers, employees, and agents harmless from and against any and all claims, costs, damages, or other liability, incurred by the City in connection with New Releases or the spreading, worsening, or exacerbation of a release directly caused by the Developer to the extent of and due to Developer's negligence or intentional wrongful misconduct.

ARTICLE 11 GENERAL PROVISIONS

11.1 Non-Liability. No member, official or employee of City shall be personally liable to Developer or to any person with whom Developer shall have entered into any contract, or to any other person in the event of any default or breach of City or for any amount which may become due to Developer or any other person under the terms of this Agreement.

No director, officer or employee of Developer shall be personally liable to City or to any person with whom City shall have entered into any contract, or to any other person in the event of any default or breach of Developer, or for any amount which may become due to City or any other person under the terms of this Agreement.

11.2 Force Majeure. No party to this Agreement shall be deemed in default hereunder where such a default is based on a delay in performance as a result of a Force Majeure Event.

In the event of any delay or nonperformance resulting from such causes, the party affected shall notify the other in writing within thirty (30) calendar days of the Force Majeure Event. Such written notice shall describe the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected, and shall describe the actions reasonably taken to minimize the impact thereof.

11.3 Notices. All notices to be given hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by a courier service utilizing return receipts, to the party at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent) and such notice shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail, if sent by registered or certified mail, or the date actually received if sent by personal delivery or courier service, except that notice of a change in address shall be effective only upon receipt.

11.3.1 City:

City of Jacksonville
Department of Public Works
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
Attn: _____

With a copy to:

General Counsel
Office of the General Counsel
City Hall – St. James Building
117 West Duval Street, Suite 480
Jacksonville, FL 32202

To Developer:

Fuqua Acquisitions II, LLC
Fifteen Piedmont Center
3575 Piedmont Rd. NE, Suite 800
Atlanta, Georgia 30305
Attn: Jeffrey S. Fuqua

With copies to:

Fuqua Acquisitions II, LLC
Fifteen Piedmont Center
3575 Piedmont Rd. NE, Suite 800
Atlanta, Georgia 30305
Attn: Heather Correa

Fuqua Acquisitions II, LLC
Fifteen Piedmont Center
3575 Piedmont Rd. NE, Suite 800
Atlanta, Georgia 30305
Attn: Heather Reynolds, Esq.

11.4 Time is of the Essence. Time is of the essence in the performance by any party of its obligations hereunder.

11.5 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained herein.

11.6 Amendment. No amendment or modification of this Agreement shall be effective or binding upon any party hereto unless such amendment or modification is in writing, signed by an authorized officer of the party claimed to be bound and delivered to the other party.

11.7 Waivers. All waivers, amendments or modifications of this Agreement must be in writing and signed by all parties. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not constitute a waiver of any other default or of any such rights or remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, or any other rights or remedies for the same default or any other default by the other party.

11.8 Severability. The invalidity, illegality or inability to enforce any one or more of the provisions of this Agreement shall not affect any other provisions of this Agreement, but this Agreement will be construed as if such invalid illegal or unenforceable provision had never been contained herein.

11.9 Independent Contractor. In the performance of this Agreement, Developer will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or association of City. Developer and its employees or agents or contractors shall be solely responsible for the means, method, technique, sequences and procedures utilized by Developer in performance of this Agreement.

11.10 Exemption of City. Neither this Agreement nor the obligations imposed upon City hereunder shall be or constitute an indebtedness of City within the meaning of any constitutional, statutory or charter provisions requiring City to levy ad valorem taxes nor a lien upon any properties of City.

11.11 Parties to Agreement. This is an agreement solely between City and Developer. The execution and delivery hereof shall not be deemed to confer any rights or privileges on any person not a party hereto other than and the permitted successors or assigns of City and Developer. This Agreement shall be binding upon Developer, and Developer's successors and assigns, and shall inure to the benefit of City, and its successors and assigns; provided, however, Developer shall not assign, transfer or encumber its rights or obligations hereunder or under any document executed in connection herewith, except in accordance with the terms and conditions of Section 8.1 above.

11.12 Venue: Applicable Law; Attorneys' Fees. Venue for the purposes of any and all legal actions arising out of or related to this Agreement shall lie solely and exclusively in the Circuit Court of Duval County, Florida, or in the U.S. District Court for the Middle District of Florida, Jacksonville Division. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement. Each party shall be responsible for its own attorneys' fees and costs related to this Agreement and the Demolition Project Documents.

11.13 Contract Administration. The City's Director of Public Works, or his respective designees, shall act as the designated representatives of the City to coordinate communications between the City and Developer regarding the administration of this Agreement and to otherwise coordinate and facilitate the performance of the obligations of the City under this Agreement.

11.14 Further Authorizations. The Mayor, or his designee, and the Corporation Secretary, are authorized to execute any and all contracts and documents and otherwise take all necessary or appropriate actions in connection with this Agreement, and to negotiate and execute all necessary and appropriate changes and amendments and supplements to this Agreement and other contracts and documents in furtherance of the Demolition Project, without further City Council action, provided any such changes and amendments are limited to “technical amendments” and do not change the total financial commitments or the performance schedule, and further provided that all such amendments and changes shall be subject to legal review by the Office of General Counsel and by all other appropriate official action required by law. The term “technical amendments” as used herein includes, without limitation, changes in legal descriptions and surveys, description of infrastructure improvements and/or Demolition Project, ingress and egress and utility easements and rights of way, design standards, vehicle access and site plans, to the extent the same have no material financial impact, and to the extent that the Office of General Counsel concurs that no further City Council action would be required to effect such technical amendment.

11.15 Civil Rights. Developer agrees to comply with all of the terms and requirements of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, and the antidiscrimination provisions of Chapter 126, Part 4, of the Code, and further agrees that in its operation under this Agreement it will not discriminate against anyone on the basis of race, color, age, disability, sex or national origin.

11.16 Further Assurances. Developer will, upon the City’s request: (a) promptly correct any defect, error or omission in this Agreement or any of the Demolition Project Documents; (b) execute, acknowledge, deliver, procure, record or file such further instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of such Demolition Project Documents and to identify (subject to the liens of the Demolition Project Documents) any property intended to be covered thereby, including any renewals, additions, substitutions, replacements, or appurtenances to the subject property; (c) execute, acknowledge, deliver, procure, file or record any documents or instruments deemed necessary, desirable or proper by City to protect the liens or the security interest under the Demolition Project Documents against the right or interests of third persons; and (d) provide such certificates, documents, reports, information, affidavits or other instruments and do such further acts deemed necessary, desirable or proper by City to carry out the purposes of the Demolition Project Documents.

11.17 Exhibits. In the event of a conflict between any provisions of this Agreement and any exhibit attached to or referenced in this Agreement, the provisions of this Agreement shall govern.

11.18 Construction. All parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Developer further acknowledges that it has had ample time to review this Agreement and related documents with counsel of choice. Any doubtful or ambiguous provisions contained herein shall not be construed against the party who drafted this Agreement. Captions and headings in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

11.19 Counterparts. This Agreement may be executed in counterparts, which when later combined shall constitute one and the same document as if originally executed together. Scanned or faxed signatures shall suffice as original signatures, and the parties may exchange executed counterparts by fax or email, which shall be binding for all purposes.

11.20 Security Procedures. Developer shall comply fully with all generally applicable security procedures of the United States, the State of Florida and City in performance of the Demolition Project. City agrees that any security procedures imposed by City specifically for the Demolition Project will be reasonable and will not impose any unreasonable costs or hardships.

11.21 Equal Employment Opportunity. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations, are incorporated herein by reference if and to the extent applicable. If Developer is exempt from any of the above cited terms, written evidence of such exempt status must be provided to City.

11.22 Other Non-Discrimination Provisions. As required by Section 126.404, Jacksonville Ordinance Code, Developer represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations. Developer agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Agreement; provided however, that Developer shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the Effective Date. Developer agrees that, if any of the products or services to be provided pursuant to the Agreement are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

11.23 Conflicts of Interest. Developer acknowledges that Section 126.110 of the Jacksonville Ordinance Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor.

11.24 Contingent Fees Prohibited. In conformity with Section 126.306, Jacksonville Ordinance Code, Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona- fide employee working solely for Developer, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, City shall have the right to terminate

this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11.25 Truth in Negotiation Certificate. Pursuant to Section 126.305, Jacksonville Ordinance Code, the execution of this Agreement by Developer shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate, whereby Developer states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further Developer agrees that the compensation hereunder shall be adjusted to exclude any significant sums where City determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

11.26 Compliance with Applicable Laws. Developer (and General Contractor and any subcontractors) must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to:

- Section 287.055 Florida Statutes (the Consultants' Competitive Negotiation Act);
- Chapter 119, Florida Statutes (the Florida Public Records Law);
- Section 286.011, Florida Statutes (the Florida Sunshine Law);
- Chapter 602, Jacksonville Ordinance Code (the Jacksonville Ethics Code);
- Chapter 126, Jacksonville Ordinance Code (the Jacksonville Purchasing Code) as to JSEB requirements; and
- All licensing and certification requirements applicable to performing the Demolition Project.

11.27 Warranty of Ability to Perform. Developer warrants that (i) it is ready, willing and able to perform its obligations under this Agreement, and (ii) to the best of Developer's knowledge, there are no pending or threatened actions, proceedings, investigations or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Developer's ability to satisfy its obligations. Developer shall immediately notify City in writing if its ability to perform is compromised in any manner.

11.28 Construction. Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in this Agreement. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

11.29 Public Entity Crimes Notice. The parties are aware and understand that a person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact

business in excess of \$35,000.00 with any public entity for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

11.30 Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of the City's sovereign immunity or the limits of liability as set forth in Section 768.28, Florida Statutes or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement, to be effective on the Effective Date.

ATTEST:

CITY OF JACKSONVILLE

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry, Mayor

Form Approved:

Office of General Counsel

IN COMPLIANCE WITH the Ordinance Code of the City of Jacksonville, I do hereby certify that there is or will be an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement in accordance with the terms and conditions thereof and that provision has been made for the payment of monies provided therein to be paid.

Director of Finance

Signed, sealed and delivered
in the presence of:

FUQUA ACQUISITIONS II, LLC

(Printed Name)

(Printed Name) _____

By: _____

Name: _____

Its: _____

GC-#1459904-v5-
Fuqua_One_Riverside_Demolition_Agreement.docx

LIST OF EXHIBITS

EXHIBIT A	Description of Demolition Project
EXHIBIT B	Reserved
EXHIBIT C	Reserved
EXHIBIT D	Reserved
EXHIBIT E	Disbursement Request Form
EXHIBIT F	Insurance and Bond Requirements
EXHIBIT G	JSEB Reporting Form
EXHIBIT H	Indemnification Requirements of Contractors

EXHIBIT A

Description of Demolition Project

The Demolition Project scope of work includes all investigation, permitting, coordination, final approved engineered plan of demolition and subsequent removal, documents, work, labor, materials, equipment, and construction necessary for (i) the complete demolition and removal of all structures, buildings, piping, conduit, sidewalks, paving, and all other improvements located on the Demolition Project Site, including but not limited to the former Times-Union production building, whether or not specific items or details of demolition and removal are specified herein, and (ii) the return of the Demolition Project Site to level and graded condition with all building debris, demolished materials, rubbish, waste and footers removed from the Demolition Project Site and pilings, footers and foundations removed to three (3) feet below grade, all in accordance with the Redevelopment Agreement, and the Plans and Specifications. Without limiting the foregoing, the Demolition Project shall include the protection of all adjacent structures, protection and securing of the site, and providing maintenance of traffic for all activities.

EXHIBIT B

Reserved

EXHIBIT C

Reserved

EXHIBIT D

Reserved

EXHIBIT E

Disbursement Request Forms

**CITY OF JACKSONVILLE, FLORIDA
APPLICATION FOR PAYMENT NO. _____**

PROJECT _____ **BID NO.** _____ **CONTRACT NO.** _____

For Work accomplished through the date of _____.

A. Contract and Change Orders

- 1. Contract Amount..... \$ _____
- 2. Executed Change Orders + \$ _____
- 3. Total Contract (1) + (2)..... _____
\$ _____

B. Work Accomplished

- 4. Work performed on Contract Amount (1)..... \$ _____
- 5. Work performed on Change Orders (2)..... + \$ _____
- 6. Materials stored + \$ _____
- 7. Total Completed & Stored (4) + (5) + (6) \$ _____
- 8. Retainage 10% of Item (7), - \$ _____
- 9. Less Previous
Payments Made (or) Invoiced - \$ _____
- 10. Payment Amount Due this Application (7) — (8) — (10) \$ _____

(*) This application for payment shall be supported with the Contractor's pay request and supporting documentation.

[Developer certification and signatures on following page]

EXHIBIT F

Insurance Requirements

Without limiting its liability under this Agreement, Developer, General Contractor and their respective subcontractors (each, "Contractor") shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation Employer's Liability	Florida Statutory Coverage \$ 100,000 Each Accident \$ 500,000 Disease Policy Limit \$ 100,000 Each Employee/Disease

This insurance shall cover the Provider (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$2,000,000	Personal/ Advertising Injury
	\$2,000,000	Each Occurrence
	\$ 50,000	Fire Damage
	\$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability	\$1,000,000 Each Occurrence
Combined Single Limit (Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)	

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Contractor Pollution Liability \$2,000,000 per loss
with Asbestos coverage if applicable \$2,000,000 aggregate

Developer shall, or shall cause any entity hired to perform services as part of this Agreement for environmental or pollution related concerns, to maintain Contractor's Pollution Liability coverage. Such coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Pollution Legal Liability \$1,000,000 per Loss
\$2,000,000 Aggregate

Developer shall, or shall cause any entity hired to perform services as a part of this Agreement that require disposal of any hazardous material off the job site, to maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this Agreement. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Professional Liability \$1,000,000 per Claim and Aggregate

Such insurance shall be on a form acceptable to the City and shall cover for those sources of liability arising out of the rendering or failure to render the services required in this Agreement. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Additional Insurance Provisions

- A. Certificates of Insurance. **Contractor** shall deliver to the City of Jacksonville Certificates of Insurance that shows the corresponding City Contract, Bid Number or PO if applicable in the Description, Additional Insured, Waivers of Subrogation and statement as provided below. The certificates of insurance shall be insurance certificate shall be made available upon request of the City of Jacksonville.
- B. Additional Insured: All insurance except Worker's Compensation, Professional Liability, shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability in a form no more restrictive than CA2048.
- C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver

of underwriter's rights of subrogation in favor of the City of Jacksonville its respective members, officers, officials, employees and agents

- D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- E. **Contractor** Insurance Primary. The insurance provided by the **Contractor** shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the Duval County Clerk of the Circuit and County Courts and the City of Jacksonville and their respective members, officers, officials, employees and agents
- F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured **Contractor**. Under no circumstances will the City of Jacksonville its respective members, officers, officials, employees and agents be responsible for paying any deductible or self-insured retention related to this Agreement.
- G. **Contract** Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the **Contractor** or its subcontractors, employees or agents to the City of Jacksonville its respective members, officers, officials, employees and agents and shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.
- H. Waiver/Estoppel. Neither approval by City of Jacksonville nor its failure to disapprove the insurance furnished by Ontario Systems shall relieve **Contractor** of **Contractor's** full responsibility to provide insurance as required under this Agreement.
- I. Notice. The **Contractor** shall provide an endorsement issued by the insurer to provide the City of Jacksonville thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If such endorsement is not provided, the Ontario Systems, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, or of coverages being suspended, voided, cancelled, including through expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of the **Contractor** under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City of Jacksonville may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City of Jacksonville and its respective members, officers, officials, employees and agents also be named as an additional insured.

- L. Special Provision: Prior to executing this Agreement, **Contractor** shall present this Agreement and insurance requirements to its Insurance Agent Affirming: 1) that the agent has personally reviewed the insurance requirements of the **Contract** Documents, and (2) that the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contract.

Bonds and Other Performance Security. Contractor shall not perform or commence any construction services for the Improvements until the following performance bond and labor and material payment bond or other performance security have been delivered to City:

Bonds - In accordance with the provisions of Section 255.05, Florida Statutes, Design-Builder shall provide to City on forms furnished by the City, a 100% Performance Bond and a 100% Labor and Material Payment Bond for the Improvements performed under this Agreement, each in an amount not less than an amount at least equal to the amount of the Direct Costs for the Demolition Project; no qualification or modifications to the Bond forms are permitted.

To be acceptable to City, as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
2. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code during the life of this agreement.
5. If the Contract Award Amount exceeds \$200,000, the Surety Company shall also comply with the following provisions:
 - a. The Surety Company shall have at least the following minimum ratings in the latest issue of A.M. Best’s Key Rating Guide.

CONTRACT AMOUNT	RATING	RATING
\$ 500,000 TO \$1,000,000	A-	CLASS IV
\$1,000,000 TO \$2,500,000	A-	CLASS V
\$2,500,000 TO \$5,000,000	A-	CLASS VI
\$5,000,000 TO \$10,000,000	A-	CLASS VII

\$10,000,000 TO \$25,000,000	A-	CLASS VIII
\$25,000,000 TO \$50,000,000	A-	CLASS IX
\$50,000,000 TO \$75,000,000	A-	CLASS X

b. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to conduct business in this state have been met.

2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

EXHIBIT G

JSEB Reporting Form

Business:

Goal: \$

Contact: _____

Date: _____

Date Contract Awarded	Contractor Name	Ethnicity (1)	Scope of Work (2)	Contract Amount	Amount Paid to Date	% of Work Completed to Date
		(1) AA – African American	(2) Examples: Masonry			
		HANA – Hispanic, Asian, Native American	Painting			
		WBE – Women	Site Clearing			
		C - Caucasian	Electrical			

EXHIBIT H

Indemnification

Developer, General Contractor and their respective subcontractors (individually or collectively referred to as the “Indemnifying Parties”), shall hold harmless, indemnify, and defend City and City’s officers, directors, employees, representatives and agents (individually or collectively referred to as the “Indemnified Parties”) from and against:

(a) General Tort Liability, including without limitation any and all claims, actions, losses, damages, injuries, liabilities, costs and expenses of whatsoever kind or nature (including, but not by way of limitation, attorney’s fees and court costs) arising out of injury (whether mental or corporeal) to persons (including death) or damage to property, arising out of or incidental to the Indemnifying Parties’ performance of the Contract or work performed hereunder; and

(b) Environmental Liability, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney’s fees), arising from or in connection with (a) the Indemnifying Parties’ actions or activities under the Contract that result in a violation of any environmental law, ordinance, rule or regulation or that leads to an environmental claim or citation or to damages due to the Indemnifying Parties’ activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with the Contract by the Indemnifying Parties at any time on or prior to the effective date of the Contract, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Indemnifying Parties. City will be entitled to control any remedial action and any legal proceeding relating to an environmental claim; and

(c) Intellectual Property Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney’s fees), arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right and will pay all costs (including, but not limited to attorney’s fees and court costs), damages, charges and expenses charged to the Indemnified Parties by reason thereof. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to City, so that the Service or product is non-infringing; and

(d) Violation of Laws Liability, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees) arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules or regulations, by the Indemnifying Parties or those under their control; and

(e) Liability from Breach of Representations, Warranties and Obligations, including with out limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees) which may be incurred by, charged to or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by the Indemnifying Parties in connection with the Contract or in any certificate, document, writing or other instrument delivered by the Indemnifying Party, or (b) any breach of any covenant or obligation of the Indemnifying Parties set forth in the Contract or any other certificate, document, writing or other instrument delivered by the Indemnifying Parties pursuant to the Contract.

The indemnifications in this Exhibit H are separate and apart from, and are in no way limited by, any insurance provided pursuant to the Contract or otherwise. This Exhibit B shall survive the expiration or termination of the Contract.

To the extent an Indemnified Party exercises its rights under this Exhibit B, the Indemnified Party will (1) provide reasonable notice to Contractor of the applicable claim or liability, and (2) allow Contractor to participate in the litigation of such claim or liability (at Contractor's expense) to protect its interests. Each Party will cooperate in the investigation, defense and settlement of claims and liabilities that are subject to indemnification hereunder, and each Party will obtain the prior written approval of the other Party before entering into any settlement of such claim or liability, which consent shall not be unreasonably withheld, delayed or conditioned.

EXHIBIT D

Demolition Project Plans and Specifications

To be agreed upon in accordance with the terms of the Demolition Agreement

EXHIBIT E

Description of Phase I Improvements

Phase I of the Project will include, at a minimum, the construction of: (i) 35,330 sq. ft. of Retail Space, including a major branded grocery store of not less than 22,000 sq. ft.; (ii) a minimum of 265 multifamily residential units; (iii) a riverfront (i.e., direct frontage on the Riverwalk or St. Johns River) full-service restaurant with a minimum of 2,500 sq. ft. of enclosed conditioned space with no less than 500 sq. ft. of outdoor service area (if located on the Helipad Site, as defined herein), or comprised of 3,000 sq. ft. of enclosed conditioned space if located within a residential building, with no less than 500 sq. ft. of riverfront outdoor service area and capable of serving meals to 100 or more patrons at one time; (iv) a structured parking facility having not less than 400 parking spaces; and (v) completion of all view and access corridor improvements in both the western view and access corridor that aligns with Leila Street and the eastern view and access corridor that connects to the May Street extension including, but not limited to, paved vehicular travel lanes, sidewalks, street lighting, pedestrian benches, trash receptacles and other street furnishings approved as part of the DDRB site plan approval. As a part of the Phase I Improvements, the Developer shall deliver a survey and legal description for the pedestrian access easement attached to this Agreement as **Exhibit Y** (the “Pedestrian Access Easement”), and shall deliver the duly executed and recorded Pedestrian Access Easement to the City prior to Substantial Completion of either of the Phase I residential Improvements or the Phase II Retail Improvements.

Description of Phase I Residential Improvements

Phase I Residential Improvements will include the construction of : (i) a minimum of 265 multifamily residential units; and (ii) a structured parking facility having not less than 400 parking spaces. Phase I Residential Improvements shall also include completion of all view and access corridor improvements in both the western view and access corridor that aligns with Leila Street and the eastern view and access corridor that connects to the May Street extension including, but not limited to, paved vehicular travel lanes, sidewalks, street lighting, pedestrian benches, trash receptacles and other street furnishings approved as part of the DDRB site plan approval.

Description of Phase I Retail Improvements

Phase I Retail Improvements will include the construction of , at a minimum, 35,330 sq. ft. of Retail Space, including a major branded grocery store of not less than 22,000 sq. ft.

EXHIBIT F

Description of Phase II Improvements

Phase II of the Project will commence following the City's completion of the McCoy's Creek Improvements, and conveyance of the Creek Parcel, and will include, at a minimum, the construction of: (i) 13,500 sq. ft. of Retail Space, which shall include a minimum of two (2) restaurants facing the realigned McCoy's Creek and/or the St. Johns River, one of which must be a minimum of 3,500 sq. ft. of enclosed space on the ground floor; (ii) a minimum of 113 multifamily residential units; and (iii) parking with a minimum of 180 spaces.

EXHIBIT G

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made on _____, 202__ (the “Effective Date”), between FUQUA [ENTITY], a _____ whose address is _____ (“Seller”), and CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida, whose address is 117 West Duval Street, Jacksonville, Florida 32202 (“Buyer”).

IN CONSIDERATION of the mutual covenants of the parties in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. AGREEMENT TO SELL AND CONVEY

Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, subject to the terms and conditions of this Agreement, that certain real property described and depicted on Exhibit “A” (the “Land”), together with all buildings, structures and improvements located on the Land (collectively referred to as the “Improvements”) (the Land, the Improvements, all appurtenances pertaining thereto, and all rights, title and interest of Seller in and to any easements, licenses, riparian rights, adjacent streets, roads, alleys or rights of way, appurtenant to, or used in connection with the beneficial use and enjoyment of, the Land, any strips or gores of land adjoining the Land, are hereinafter collectively referred to as the “Premises”), together with Seller’s right, title and interest in (a) all fixtures, machinery, equipment, and other types and items of personal property affixed thereto, located thereon and used in connection with the operation of the Premises (the “Personal Property”), and (b) all subsurface rights, permits and development rights (the “Permits”, and collectively with the Premises and the Personal Property, the “Property”).

2. PURCHASE PRICE; ESCROW AGENT

The purchase price to be paid by Buyer to Seller for the Property is SIX MILLION FORTY THOUSAND SIX HUNDRED EIGHTY AND NO/100 DOLLARS (\$6,040,680.00) (the “Purchase Price”), paid to an “Escrow Agent” acceptable to Buyer and Seller, at Closing by wire transfer to Escrow Agent. Subject to the terms of this Agreement, Seller shall deliver the property free and clear of any mortgage liens.

3. EFFECTIVE DATE

This Agreement is not effective, and the parties shall owe no obligations to each other under the provisions of this Agreement, until the Effective Date.

4. TITLE AND SURVEY

- a. **Title.** Seller has obtained a title commitment (the “Title Commitment”) for an owner’s title insurance policy from a title agent and title insurance underwriter acceptable to the City (the “Title Company”), agreeing to issue to the City upon the recording of the Deed provided for in this Agreement and payment of the title insurance premium therefor, an ALTA fee policy of title insurance Form B with Florida revisions insuring the City’s title to the Property in the amount of the Purchase Price plus the Supplemental Purchase Price (as defined in the

Redevelopment Agreement) (the “Title Policy”). Attached to this Agreement as **Exhibit “B”** is a marked copy of the Title Commitment (the “Marked Title Commitment”). It shall be a condition to Buyer’s obligation to close this transaction that the Title Company shall be committed to issue the Title Policy to Buyer consistent with the Marked Title Commitment (the “Permitted Exceptions”), upon receipt of the title insurance premium therefor.

- b. **Survey.** Seller has obtained at its cost a new survey of the Property (the “Survey”) and Seller has updated such survey in a manner to allow the Title Company to delete the standard survey exception from the Title Commitment and as otherwise required to provide the basis for the Title Policy. The Survey is certified to Seller, the Title Company, the title agent, the City and the Downtown Investment Authority (the “DIA”), conforms to the standards of practice for land surveying within the Florida Administrative Code pursuant to Section 472.027, Florida Statutes, and shows and describes the exterior boundaries and corner markers or monuments of the Property, the size and location of all improvements and structures upon the Property, any encroachments, easements, rights-of-way or other conditions to which the Property is subject, and the legal description and the area of the Property.

5. CLOSING.

- a. **Closing Date.** The Closing of this transaction (the “Closing”) is occurring on the Effective Date (also sometimes referred to in this Agreement as the “Closing Date”).
- b. **Location of Closing.** The office of the Title Company via escrow closing.
- c. **Seller’s Obligations at Closing.** At Closing Seller shall:
 - (i) Execute, acknowledge, and deliver to Buyer a special warranty deed (the “Deed”) in substantially the form attached hereto as **Exhibit “C”** which conveys the Property to Buyer.
 - (ii) Execute and deliver to Buyer an assignment of all contracts, licenses, leases (that are not canceled by Closing Date, if any), and other similar intangibles or rights pertaining to the Property that Buyer has elected to accept.
 - (iii) Deliver to the Title Company evidence satisfactory to it of Seller’s authority to execute and deliver the documents reasonably necessary to complete this transaction.
 - (iv) Execute and deliver to the Title Company and to Buyer an affidavit of possession and no liens satisfactory to the Title Company enabling it to remove the construction lien and parties-in-possession standard exceptions from the Title Commitment.
 - (v) Execute and deliver a customary seller’s affidavit satisfactory to the Title Company enabling it to remove any other standard exceptions from the Title Commitment.
 - (vi) Execute and deliver, or cause to be executed and delivered, to the Title Company all other documents required to permit the Title Company to issue the Title Policy; provided, however, in no event shall Seller be required to indemnify the Title Company, Buyer or any other party pursuant to any such documents, nor undertake any other material liability not expressly contemplated by this Agreement.

- (vii) Execute and deliver to the Title Company a certificate that Seller is not a foreign person in accordance with Section 1445 of the Internal Revenue Code.
- (viii) Execute and deliver to Buyer the closing statement and any other documents reasonably required to complete the transaction contemplated by this Agreement or the Redevelopment Agreement between Buyer and Seller dated _____ with regard to the Property (the “Redevelopment Agreement”).
- (ix) Execute and deliver a quitclaim Bill of Sale conveying the Personal Property to Buyer.
- (x) If Seller is selling or conveying in a representative capacity, Seller shall have executed the beneficial interest affidavit as required by Section 286.23, Florida Statutes at least ten (10) days prior to Closing in the form attached as **Exhibit “D”**.

d. Buyer’s Obligations at Closing.

- (i) Subject to the terms of this Agreement and the Redevelopment Agreement, and at the same time as the performance by Seller of its obligations under this Agreement, Buyer shall make payment to the Escrow Agent by wire transfer, in an amount equal to the Purchase Price after credits and prorations, for delivery to Seller on Seller’s performance of its obligations.
- (ii) Buyer shall execute and deliver the closing statement and any other documents reasonably required to complete the transaction contemplated by this Agreement and the Redevelopment Agreement.

e. Closing Costs.

- (i) At Closing, Seller shall pay:
 - (a) The cost of satisfying any liens or encumbrances against the Property;
 - (b) The costs of recording any corrective instruments;
 - (c) All costs incurred in obtaining the Survey;
 - (d) The cost of recording instruments other than the Deed, if any, that Seller has agreed to execute and deliver at Closing under this Agreement or the Redevelopment Agreement.
- (ii) Buyer shall pay:
 - (a) All costs incurred by Buyer for its inspections of the Property;
 - (b) The documentary stamp taxes due on the Deed;
 - (c) The insurance premium for the Title Policy;
 - (d) The cost of the title search and Title Commitment;
 - (e) The cost of recording the Deed.
- (iii) Each party shall pay any fees incurred by it for legal or other consultants.

f. Prorations.

All personal property taxes on the Personal Property for the year of closing shall be prorated as of the Closing Date. All amounts payable under any and all contracts, licenses, leases, invoices and bills of every nature, which relate to any matter, including without limitation, labor, materials, services, utilities and improvements arising prior to the Closing Date shall be paid by Seller. All contracts, licenses and leases relating to the Property, unless otherwise agreed by Buyer to be assumed by Buyer in writing at Closing shall be terminated on or before the Closing Date, excluding the Seller's contract for demolition work if Seller elects to undertake the Demolition Project as described in the Redevelopment Agreement.

g. Real Estate Taxes.

In the event the City acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the tax collector an amount equal to the current taxes prorated to the Closing Date, based upon the current assessment and millage rates on the Property. In the event the City acquires fee title to the Property on or after November 1, Seller shall pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable by the tax collector.

h. Possession.

Exclusive possession of the Property shall be delivered to Buyer at Closing free and clear of any existing tenants, squatters, or unauthorized occupants.

6. DEFAULT

a. Default by Seller.

If Seller defaults under the provisions of this Agreement Buyer may, at Buyer's election (i) waive the default and proceed to Closing; (ii) except with respect to Section 5.c.(vi), seek specific performance, or if Seller has made specific performance an impossible remedy, then seek damages at law; or (iii) refuse to close, terminate this Agreement and the parties shall have no further rights or obligations under this Agreement (except as to those that expressly survive termination).

b. Default by Buyer.

If Buyer defaults under the provisions of this Agreement, Seller's sole remedies are to (i) terminate this Agreement or (ii) seek damages at law.

7. BROKERAGE COMMISSIONS

Seller represents that no brokers or finders have been involved in this transaction on behalf of Seller. Seller shall indemnify, hold harmless and defend the City and the DIA from and against any claim for any such commission or fee by any broker or similar person or entity claiming to have acted through Seller.

8. OTHER CONTRACTUAL PROVISIONS

a. Assignability.

This Agreement may not be assigned by Buyer or Seller without the express written consent of the other party, in its sole discretion.

b. Survival.

Those provisions that by their nature are intended to survive Closing shall survive and not merge into the Deed, provided that Seller's representations and warranties to the City and the DIA as set forth in Section 8.d. shall survive Closing for a period of one (1) year.

c. Notices.

Any notices to be given to either party in connection with the provisions of this Agreement must be in writing and given by hand delivery, by reputable overnight courier, or certified mail, return receipt requested. A notice is effective when received, except if a party fails or refuses to collect certified mail, the notice shall be effective on the date the second delivery is attempted, whether or not the party collects the certified mail after the second delivery attempt. The addresses for notices are as follows or as otherwise designated in writing:

To Buyer:

City of Jacksonville
c/o Downtown Investment Authority
117 West Duval Street, Suite 310
Jacksonville, FL 32202

With a Copy to:

Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

To Seller:

With a Copy to:

d. Representations and Warranties of Seller.

Seller makes the following representations and warranties to Buyer and the DIA, who shall be deemed a beneficiary of this Section 8(d), as of the Effective Date:

- (i) Action of Seller. Seller has taken all necessary action to authorize the execution, delivery and performance of this Agreement. Upon the due execution and delivery of this Agreement by Buyer, this Agreement constitutes the valid and binding obligation and agreement of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors.
- (ii) No Violations of Agreements. Neither the execution, delivery or performance of this Agreement by Seller, nor Seller's compliance with the terms and provisions of this

Agreement, will result in any breach of the terms, conditions or provisions of, or conflict with or constitute a default under, or result in the creation of any lien, charge or encumbrance upon its Property pursuant to the terms of any indenture, mortgage, deed of trust, note, evidence of indebtedness or any other agreement or instrument which will bind Seller or the Property at Closing.

- (iii) Pending Actions. To Seller's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Seller which, if adversely determined, would individually or in the aggregate materially interfere with the consummation of the transactions contemplated by this Agreement.
- (iv) No Bankruptcy Proceedings. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, or (iv) suffered the attachment or other judicial seizure of all or substantially all of Seller's assets.
- (v) Compliance with Laws. To Seller's knowledge, Seller has received no written notice alleging any material violations of law, municipal or county ordinances or other legal requirements with respect to the Property or any portion thereof, which violation or alleged violation has not been corrected except certain citations issued by the City of Jacksonville to the owner of the Property related to compliance with the ordinance code and fire code regulations.
- (vi) Condemnation. To Seller's knowledge, Seller has received no written notices of any pending or threatened condemnation or eminent domain proceeding against the Property.
- (vii) Leases. To Seller's knowledge, there are no leases to which Seller is a party affecting the Property.
- (viii) Other Agreements, Seller has not entered into any contract or agreement with respect to the Property which will be binding on Buyer after the Closing.
- (ix) Not a Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.
- (x) OFAC. The Seller is not a Person with whom U.S. Persons are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) or other similar governmental action.
- (xi) There are no sums due as leasing commissions or brokerage or finders fees in connection with the sale of the Property to Buyer that will become due and payable or occur after the Closing Date.

References to the "knowledge" of Seller shall refer only to the actual present knowledge of the officers and employees of Seller. In no event shall Buyer have any personal claim against the above-named individuals as a result of the reference thereto in this Section 8(d).

If Buyer discovers after Closing that any representation or warranty made by Seller is not true in any material respect, Buyer shall have the right, subject to the following limitations, to pursue any available remedy against Seller, including the recovery of actual damages (but excluding any consequential damages). No claim for a breach of any representation or warranty of Seller will be actionable or payable (x) if the breach in question results from or is based on a condition, state of facts or other matter that was actually known to the officers or employees of the Downtown Investment Authority prior to Closing, or (y) unless the valid claims for all such breaches collectively aggregate more than Five Thousand and No/100 Dollars (\$5,000.00), in which event the full amount of such valid claims will be actionable. In no event shall Seller have any personal claim against the above-named individuals as a result of the reference thereto in this Section 8(d).

e. Timeliness.

If the deadline or date of performance for any act under the provisions of this Agreement falls on a Saturday, Sunday, or City legal holiday the date shall be extended to the next business day.

f. Modifications.

This Agreement cannot be modified or terminated except by an instrument in writing executed by both Seller and Buyer.

g. Applicable Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

h. Headings.

Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

i. Counterparts.

This Agreement may be executed in several counterparts, each constituting a duplicate original. All such counterparts shall constitute one and the same agreement.

j. Interpretation.

Whenever the context of this Agreement shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa. This Agreement was drafted through the efforts of both parties and shall not be construed in favor of or against either party.

k. Severability.

If any provision of this Agreement is held invalid, illegal or unenforceable and the unenforceability of the provision does not adversely affect the purpose and intent of this Agreement, in Buyer's sole discretion, such invalidity, illegality or unenforceability shall not

affect any other provision. This Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

l. Risk of Loss.

All risk of loss or damage to the Property until the Closing shall be borne by Seller.

m. Recording.

This Agreement shall not be recorded.

n. Waiver.

Each party reserves the right to waive in whole or part any provision which is for that party's benefit. Any waiver must be in writing and shall be limited to the matter specified in the writing. No waiver of one provision or default shall be considered a waiver of any other provision or subsequent default, and no delay or omission in exercising the rights and powers granted in this Agreement shall be construed as a waiver of those rights and powers.

o. Time of Essence.

Time is of the essence of this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Agreement the date set forth above.

SELLER:

FUQUA [ENTITY], a _____

By: _____

Name: _____

Title: _____

Date: _____

BUYER:

CITY OF JACKSONVILLE

Lenny Curry, Mayor

ATTEST:

James R. McCain, Jr., Corporation
Secretary

Approved as to Form
As to City Only

Office of General Counsel

Exhibit "A"
Legal Description of Property

[To be updated and depiction added after survey]

A PORTION OF LOT 3, A PORTION OF LOT 4, ALL OF LOTS 5 AND 6, AND A PORTION OF LOT 7, FAIRBANKS MILL PROPERTY AS RECORDED IN DEED BOOK "C", S.P.M.W., PAGE 655 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF UNSURVEYED SECTION 14, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY AS DESCRIBED AND RECORDED IN DEED BOOK 286, PAGE 66, OF SAID CURRENT PUBLIC RECORDS AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, A VARIABLE WIDTH RIGHT OF WAY AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 72160-2528, LAST REVISED, 01-22-1995; THENCE NORTH 87°05'45" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, 119.30 FEET; THENCE SOUTH 62°31'43" WEST, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, 183.46 FEET; THENCE SOUTH 29°33'34" EAST, 207.00 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 309.00 FEET, AN ARC DISTANCE OF 66.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 35°41'16" EAST, 65.98 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°48'59" EAST, 51.26 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 91.00 FEET, AN ARC DISTANCE OF 19.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 35°42'53" EAST, 19.34 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 29°35'11" EAST, 221.11 FEET; THENCE SOUTH 29°32'10" EAST, 255.43 FEET, TO THE BULKHEAD LINE AS RECORDED IN BULKHEAD PLAT BOOK 1, PAGE 1, OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 58°02'15" EAST, ALONG LAST SAID LINE, 264.23 FEET, TO AFORESAID SOUTHWESTERLY RIGHT OF WAY LINE OF SAID FLORIDA EAST COAST RAILWAY; THENCE NORTHWESTERLY, SOUTHWESTERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: NORTH 29°33'43" WEST, 32.66 FEET; COURSE NO. 2: SOUTH 60°26'17" WEST, 6.28 FEET; COURSE NO. 3: NORTH 29°33'43" WEST, 19.70 FEET; COURSE NO. 4: NORTH 60°26'17" EAST, 6.28 FEET; COURSE NO. 5: NORTH 29°33'34" WEST, 684.31 FEET, TO THE POINT OF BEGINNING.

Exhibit "B"
Marked Title Commitment

(See attached)



Transaction Identification Data for reference only:

Driver, McAfee, Hawthorne & Diebenow, P.L.L.C.
One Independent Drive, Suite 1200
Jacksonville, FL 32202
ALTA Universal ID:
LOAN ID Number:
Issuing Office File Number:
(Use for AgentTRAX documents)
Property Address: 1 Riverside Avenue
Jacksonville, FL 322024917
Order No.: 9937181
Revision Number:

Fidelity National Title Insurance Company

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. ~~Commitment~~ Date: ~~10/11/2021 at: 8:00 AM~~ **Date and time of recording of deed**
2. Policy or Policies to be issued:
 - A. ALTA Owners 2006 with Florida Modifications
~~Proposed~~ Insured: City of Jacksonville
~~Proposed~~ Amount of Insurance: ~~\$6,040,680.00~~ **\$7,760,000.00**
3. The estate or interest in the Land described or referred to in this ~~Commitment~~ **Policy** is (Identify estate covered, i.e., fee, leasehold, etc.):

Fee Simple
4. Title to the Fee Simple estate or interest in the land is at the ~~Commitment~~ **Policy** Date vested in:

~~1 Riverside Property, LLC, a Georgia limited liability company~~ **City of Jacksonville**
5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

Countersigned:

BY: _____
Authorized Officer or Agent



SCHEDULE B SECTION I
REQUIREMENTS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

The following requirements must be met:

- 1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Instrument(s) creating the estate or interest to be insured must be properly executed, delivered and filed for record.

A. Duly executed Warranty Deed from 1 RIVERSIDE PROPERTY LLC, Grantor, to City of Jacksonville, Grantee, conveying the land described on Exhibit A hereof.

The Company will require the following as to 1 RIVERSIDE PROPERTY LLC: ("LLC"):

- i. Proof that the LLC was in existence in its state of organization at the time it acquired title and that the LLC is currently in good standing.
ii. Present for review a true and complete copy of the articles of organization and operating agreement of the LLC and any amendments thereto.
iii. Record an affidavit from the person executing the proposed deed on behalf of the LLC certifying: (a) the name and state of organization of the LLC; (b) whether the LLC is member managed or manager managed; (c) the identity of the member or manager and the person authorized to execute the deed; and (d) neither the LLC nor any member signing the deed have filed bankruptcy since the LLC acquired title.
iv. If the member or manager of the LLC is also a business entity, present proof of the entity's good standing and the appropriate entity documents to establish signing authority.

If the proposed deed will be executed by anyone other than a member or manager, those portions of the operating agreement or other documentation evidencing the authority of the signatory must be attached as an exhibit to the affidavit.

3. An Affidavit in form acceptable to Fidelity National Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating: (1) that there are no parties in possession of the subject property other than said current record owner(s); (2) that there are no encumbrances upon the subject property other than as may be set forth in this Commitment and (3) there are no unrecorded assessments which are due and payable to Duval County, Florida, and if located within a municipality, service charges for water, sewer, waste and gas, if any, are in fact paid through the date of this Affidavit; and (4) that there have been no improvements made to or upon the subject property within the ninety (90) day period last past (from the date of such affidavit) for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to Fidelity National Title Insurance Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.

4. Proof satisfactory to the company that the Quit Claim Deed executed by Morris Publishing Group, LLC, a Georgia limited liability company, Grantor, to 1 Riverside Property, LLC, a Georgia limited liability



**SCHEDULE B SECTION I
Requirements continued**

~~company, Grantee, conveying the land described on Exhibit A hereof and recorded in Official Records Book 19279, Page 862, complied with the following requirements.~~

~~The Company will require the following as to Morris Publishing Group, LLC, a Georgia limited liability company: ("LLC"):~~

~~i. Proof that the LLC was in existence in its state of organization at the time it acquired title and that the LLC is currently in good standing.~~

~~ii. Present for review a true and complete copy of the articles of organization and operating agreement of the LLC and any amendments thereto.~~

~~iii. Record an affidavit from the person executing the proposed deed on behalf of the LLC certifying: (a) the name and state of organization of the LLC; (b) whether the LLC is member managed or manager managed; (c) the identity of the member or manager and the person authorized to execute the deed; and (d) neither the LLC nor any member signing the deed have filed bankruptcy since the LLC acquired title.~~

~~iv. If the member or manager of the LLC is also a business entity, present proof of the entity's good standing and the appropriate entity documents to establish signing authority.~~

~~If the deed was executed by anyone other than a member or manager, those portions of the operating agreement or other documentation evidencing the authority of the signatory must be attached as an exhibit to the affidavit.~~

~~NOTE: 2020 Real Property Taxes in the gross amount of \$273,741.22 are paid. Homestead Exemption: No. Tax I.D. 088967-0000.~~

END OF SCHEDULE B SECTION I



SCHEDULE B SECTION II
EXCEPTIONS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.

2. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.

3. Standard Exceptions:

A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

B. Rights or claims of parties in possession not shown by the public records.

C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

D. Taxes or assessments which are not shown as existing liens in the public records.

4. "SAVING AND RESERVING unto the said Trustees of the Internal Improvement Fund of the State of Florida, and their successors, title to an undivided three-fourths of all phosphate, minerals and metals, and title to an undivided one-half of all petroleum that may be in, on or under the above described land, with the privilege to mine and develop the same", as contained in Official Records Book 1992, Page 172, of the Public Records of Duval County, Florida.

NOTE: The right of entry and exploration running with the above reservation of an interest in phosphate, minerals, metals, and/or petroleum has been released by Florida Statute 270.11(3).

5. Easement to Jacksonville Electric Authority recorded in Official Records Book 6729, Page 1812, together with Termination and Release of Easement recorded in Official Records Book 6947, Page 2232, of the Public Records of Duval County, Florida.

6. Grant of Easement recorded in Official Records Book 6782, Page 927, of the Public Records of Duval County, Florida.

7. Easement to Jacksonville Electric Authority recorded in Official Records Book 6947, Page 2234, of the Public Records of Duval County, Florida.



SCHEDULE B SECTION II
EXCEPTIONS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

8. Grant of Easement recorded in Official Records Book 10555, Page 1738, and re-recorded in Official Records Book 10719, Page 705, both of the Public Records of Duval County, Florida.

9. Any portion of the described lands lying outside of the Official Bulkhead Line as Postscribed under Chapter 253.1221 Florida Statutes and as Passed by the City Council of Jacksonville, Florida under Ordinance DD-434, May 12, 1959 per Bulkhead Plat Book 1, Page 1.

10. As to any portion of the premises herein described which is (a) submerged land or is (b) artificially filled in land, artificially exposed land, or any land accreted thereto, in what was formerly navigable waters, this Policy is subject to the right of the United States Government, arising by reason of the United States Government's control over navigable waters in the interest of navigation and commerce.

11. This Policy does not insure the nature or extent of riparian or littoral rights.

12. Rights of tenant(s) in possession, if any, under lease(s) not recorded in the Public Records.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: All recording references in this form shall refer to the public records of Duval County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Fidelity National Title Insurance Company, 6420 Southpoint Parkway Suite 100, Jacksonville, FL 32216; Telephone 904-633-9494.



Fidelity National Title Insurance Company

Order No.: 9937181

**SCHEDULE B SECTION II
EXCEPTIONS**
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Searched By: Tom Nordman

END OF SCHEDULE B SECTION II

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions
C165C09

ALTA Commitment (8/1/2016) (with FL Modifications)

6 of 7



EXHIBIT "A"

CITY PARK TRACT

A PORTION OF LOT 3, A PORTION OF LOT 4, ALL OF LOTS 5 AND 6, AND A PORTION OF LOT 7, FAIRBANKS MILL PROPERTY AS RECORDED IN DEED BOOK "C", S.P.M.W., PAGE 655 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF UNSURVEYED SECTION 14, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY AS DESCRIBED AND RECORDED IN DEED BOOK 286, PAGE 66, OF SAID CURRENT PUBLIC RECORDS AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, A VARIABLE WIDTH RIGHT OF WAY AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 72160-2528, LAST REVISED, 01-22-1995; THENCE NORTH 87°05'45" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, 119.30 FEET; THENCE SOUTH 62°31'43" WEST, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, 183.46 FEET; THENCE SOUTH 29°33'34" EAST, 207.00 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 309.00 FEET, AN ARC DISTANCE OF 66.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 35°41'16" EAST, 65.98 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°48'59" EAST, 51.26 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 91.00 FEET, AN ARC DISTANCE OF 19.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 35°42'53" EAST, 19.34 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 29°35'11" EAST, 221.11 FEET; THENCE SOUTH 29°32'10" EAST, 255.43 FEET, TO THE BULKHEAD LINE AS RECORDED IN BULKHEAD PLAT BOOK 1, PAGE 1, OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 58°02'15" EAST, ALONG LAST SAID LINE, 264.23 FEET, TO AFORESAID SOUTHWESTERLY RIGHT OF WAY LINE OF SAID FLORIDA EAST COAST RAILWAY; THENCE NORTHWESTERLY, SOUTHWESTERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: NORTH 29°33'43" WEST, 32.66 FEET; COURSE NO. 2: SOUTH 60°26'17" WEST, 6.28 FEET; COURSE NO. 3: NORTH 29°33'43" WEST, 19.70 FEET; COURSE NO. 4: NORTH 60°26'17" EAST, 6.28 FEET; COURSE NO. 5: NORTH 29°33'34" WEST, 684.31 FEET, TO THE POINT OF BEGINNING.

Exhibit "C"

Prepared by and return to:

John Sawyer, Esq.
City of Jacksonville
Office of General Counsel
117 West Duval Street Suite 480
Jacksonville, FL 32202

Parcel Identification No.: _____

SPECIAL WARRANTY DEED

This Special Warranty Deed is made this _____ day of _____ 202_ by **FUQUA DEVELOPMENT, LLC**, a _____ limited liability company, ("Grantor") whose address is _____, to **CITY OF JACKSONVILLE**, a municipal corporation ("Grantee"), whose business address is c/o Office of General Counsel Government Operations Department, 117 West Duval Street Suite 480, Jacksonville, FL 32202.

WITNESSETH: Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto Grantee all that certain land situated in Duval County, Florida as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

TOGETHER, with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and Grantor hereby covenants that Grantor will warrant and defend title to the Property against the lawful claims of all persons claiming by, through, or under Grantor, but against none other, subject to those matters listed as permitted exceptions set forth on Exhibit B attached hereto and made a part hereof.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed as of the day and year first above written.

Signed, sealed, and delivered
in the presence of:

GRANTOR:

_____, a _____

Print Name: _____

By: _____

Its: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of (*check one*) physical presence or online notarization this ____ day of _____, 202_, by _____, as _____ of _____, a _____, on behalf of the _____. He or she is (*check one*) personally known to me or has produced _____ as identification.

Signature

Notary Public

My commission expires: _____

EXHIBIT A

Legal Description of the Property

[To be updated after survey]

A PORTION OF LOT 3, A PORTION OF LOT 4, ALL OF LOTS 5 AND 6, AND A PORTION OF LOT 7, FAIRBANKS MILL PROPERTY AS RECORDED IN DEED BOOK "C", S.P.M.W., PAGE 655 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF UNSURVEYED SECTION 14, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY AS DESCRIBED AND RECORDED IN DEED BOOK 286, PAGE 66, OF SAID CURRENT PUBLIC RECORDS AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, A VARIABLE WIDTH RIGHT OF WAY AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 72160-2528, LAST REVISED, 01-22-1995; THENCE NORTH 87°05'45" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, 119.30 FEET; THENCE SOUTH 62°31'43" WEST, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, 183.46 FEET; THENCE SOUTH 29°33'34" EAST, 207.00 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 309.00 FEET, AN ARC DISTANCE OF 66.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 35°41'16" EAST, 65.98 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°48'59" EAST, 51.26 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 91.00 FEET, AN ARC DISTANCE OF 19.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 35°42'53" EAST, 19.34 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 29°35'11" EAST, 221.11 FEET; THENCE SOUTH 29°32'10" EAST, 255.43 FEET, TO THE BULKHEAD LINE AS RECORDED IN BULKHEAD PLAT BOOK 1, PAGE 1, OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 58°02'15" EAST, ALONG LAST SAID LINE, 264.23 FEET, TO AFORESAID SOUTHWESTERLY RIGHT OF WAY LINE OF SAID FLORIDA EAST COAST RAILWAY; THENCE NORTHWESTERLY, SOUTHWESTERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: NORTH 29°33'43" WEST, 32.66 FEET; COURSE NO. 2: SOUTH 60°26'17" WEST, 6.28 FEET; COURSE NO. 3: NORTH 29°33'43" WEST, 19.70 FEET; COURSE NO. 4: NORTH 60°26'17" EAST, 6.28 FEET; COURSE NO. 5: NORTH 29°33'34" WEST, 684.31 FEET, TO THE POINT OF BEGINNING.

EXHIBIT B

Permitted Exceptions

1. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.
2. "SAVING AND RESERVING unto the said Trustees of the Internal Improvement Fund of the State of Florida, and their successors, title to an undivided three-fourths of all phosphate, minerals and metals, and title to an undivided one-half of all petroleum that may be in, on or under the above described land, with the privilege to mine and develop the same", as contained in Official Records Book 1992, Page 172, of the Public Records of Duval County, Florida.
3. Easement to Jacksonville Electric Authority recorded in Official Records Book 6729, Page 1812, together with Termination and Release of Easement recorded in Official Records Book 6947, Page 2232, of the Public Records of Duval County, Florida.
4. Easement to Jacksonville Electric Authority recorded in Official Records Book 6947, Page 2234, of the Public Records of Duval County, Florida.

Exhibit "D"

Beneficial Interest Affidavit

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared _____, who being first duly sworn, deposes and says that he/she is the _____ of _____, holding title to real property described in Exhibit A attached hereto and made a part hereof, and hereby certifies that the names and addresses listed in Exhibit B attached hereto and made a part hereof are the names and addresses of every person having a beneficial interest in said real property, however small or minimal, and does hereby file this Affidavit for the purpose of complying with the provisions of Section 286.23, Florida Statutes, Public Disclosure Act.

Print _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as _____ of _____, a _____, on behalf of _____. Said individual is personally known to me or has produced _____ as identification.

Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____

(SEAL)

EXHIBIT A to Beneficial Interest Affidavit

Legal Description of Real Property

[To be updated after survey]

A PORTION OF LOT 3, A PORTION OF LOT 4, ALL OF LOTS 5 AND 6, AND A PORTION OF LOT 7, FAIRBANKS MILL PROPERTY AS RECORDED IN DEED BOOK "C", S.P.M.W., PAGE 655 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF UNSURVEYED SECTION 14, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY AS DESCRIBED AND RECORDED IN DEED BOOK 286, PAGE 66, OF SAID CURRENT PUBLIC RECORDS AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, A VARIABLE WIDTH RIGHT OF WAY AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 72160-2528, LAST REVISED, 01-22-1995; THENCE NORTH 87°05'45" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, 119.30 FEET; THENCE SOUTH 62°31'43" WEST, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, 183.46 FEET; THENCE SOUTH 29°33'34" EAST, 207.00 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 309.00 FEET, AN ARC DISTANCE OF 66.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 35°41'16" EAST, 65.98 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°48'59" EAST, 51.26 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 91.00 FEET, AN ARC DISTANCE OF 19.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 35°42'53" EAST, 19.34 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 29°35'11" EAST, 221.11 FEET; THENCE SOUTH 29°32'10" EAST, 255.43 FEET, TO THE BULKHEAD LINE AS RECORDED IN BULKHEAD PLAT BOOK 1, PAGE 1, OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 58°02'15" EAST, ALONG LAST SAID LINE, 264.23 FEET, TO AFORESAID SOUTHWESTERLY RIGHT OF WAY LINE OF SAID FLORIDA EAST COAST RAILWAY; THENCE NORTHWESTERLY, SOUTHWESTERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: NORTH 29°33'43" WEST, 32.66 FEET; COURSE NO. 2: SOUTH 60°26'17" WEST, 6.28 FEET; COURSE NO. 3: NORTH 29°33'43" WEST, 19.70 FEET; COURSE NO. 4: NORTH 60°26'17" EAST, 6.28 FEET; COURSE NO. 5: NORTH 29°33'34" WEST, 684.31 FEET, TO THE POINT OF BEGINNING.

EXHIBIT B to Beneficial Interest Affidavit

Beneficial Ownership

Name and Address of Beneficial Owner

% Ownership

EXHIBIT H

Project Site Plan



EXHIBIT I

Creek Parcel Deed

Prepared by and return to:

John Sawyer, Esq.
City of Jacksonville
Office of General Counsel
117 West Duval Street Suite 480
Jacksonville, FL 32202

Parcel Identification Nos.: _____

QUITCLAIM DEED

This Quitclaim Deed (“Deed”) is made this _____ day of _____, 2021, between the **CITY OF JACKSONVILLE**, a municipal corporation, whose business address is c/o Office of General Counsel Government Operations Department, 117 West Duval Street Suite 480, Jacksonville, FL 32202 (“Grantor”), and _____, **LLC**, a _____ limited liability company (“Grantee”), whose address is _____.

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and no/100 dollars (\$10.00) and other valuable considerations, receipt of which is hereby acknowledged, does hereby remise, release and quitclaim unto Grantee, its successors and assigns, all the right, title, interest, claim and demand which the Grantor has in and to the following described land, situate, lying and being in the County of Duval, State of Florida, described on **Exhibit A** attached hereto and incorporated herein by this reference. (the “Property”).

TO HAVE AND 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 in equity, to the only proper use, benefit and behoof of Grantee, its successors and assigns forever. This deed does release any rights of entry Grantor may have to the Property for phosphate, minerals, metals and petroleum.

BY ACCEPTANCE OF THIS QUITCLAIM DEED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND

GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) GOVERNMENTAL RIGHTS OF POLICE POWER OR EMINENT DOMAIN, (G) DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS: (1) NOT KNOWN TO GRANTOR AND NOT SHOWN BY THE PUBLIC RECORDS BUT KNOWN TO GRANTEE AND NOT DISCLOSED IN WRITING BY THE GRANTEE TO THE GRANTOR PRIOR TO THE DATE HEREOF, (2) RESULTING IN NO LOSS OR DAMAGE TO GRANTEE, OR (3) ATTACHING OR CREATED SUBSEQUENT TO THE DATE HEREOF, (H) VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE, (I) ALL MATTERS THAT WOULD BE DISCLOSED BY A CURRENT SURVEY OF THE PROPERTY, (J) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (K) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (L) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS AS DEFINED IN THE AGREEMENT PURSUANT TO WHICH THIS QUITCLAIM DEED IS DELIVERED. GRANTEE FURTHER ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CONVEYANCE OF THE PROPERTY IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name on the day and year first above written.

Signed, sealed and delivered
in the presence of:

CITY OF JACKSONVILLE,
FLORIDA

Print Name: _____

By: _____
Lenny Curry, Mayor

Print Name: _____

Attest: _____
James B. McCain, Jr.
Corporation Secretary

[Seal]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Lenny Curry, as Mayor, and James B. McCain, Jr., as Corporation Secretary, of the City of Jacksonville, Florida, a municipal corporation and a political subdivision of the State of Florida. They are () personally known to me or () have produced _____ as identification.

Notary Public
My commission expires:

FORM APPROVED:

Office of the General Counsel

GC-#1460718-v1-Exhibit I - Quitclaim Deed - One Riverside Fuqua.docx

Exhibit A to Quitclaim Deed

[Legal Description to be inserted after confirmation by title commitment and survey.]

Creek Parcel

MCCOYS CREEK

A PORTION OF LOT 8, FAIRBANKS MILL PROPERTY AS RECORDED IN DEED BOOK "C", SEPARATE PROPERTY OF MARRIED WOMEN, PAGE 655 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, ALONG WITH A PORTION OF LOT D, AS SHOWN ON THE MILES PRICE MAP OF BROOKLYN, AS RECORDED IN DEED BOOK "P", PAGE 379 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, ALONG WITH A PORTION OF UNSURVEYED SECTIONS 14 AND 23, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

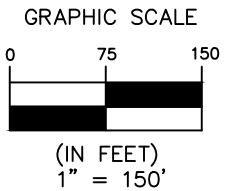
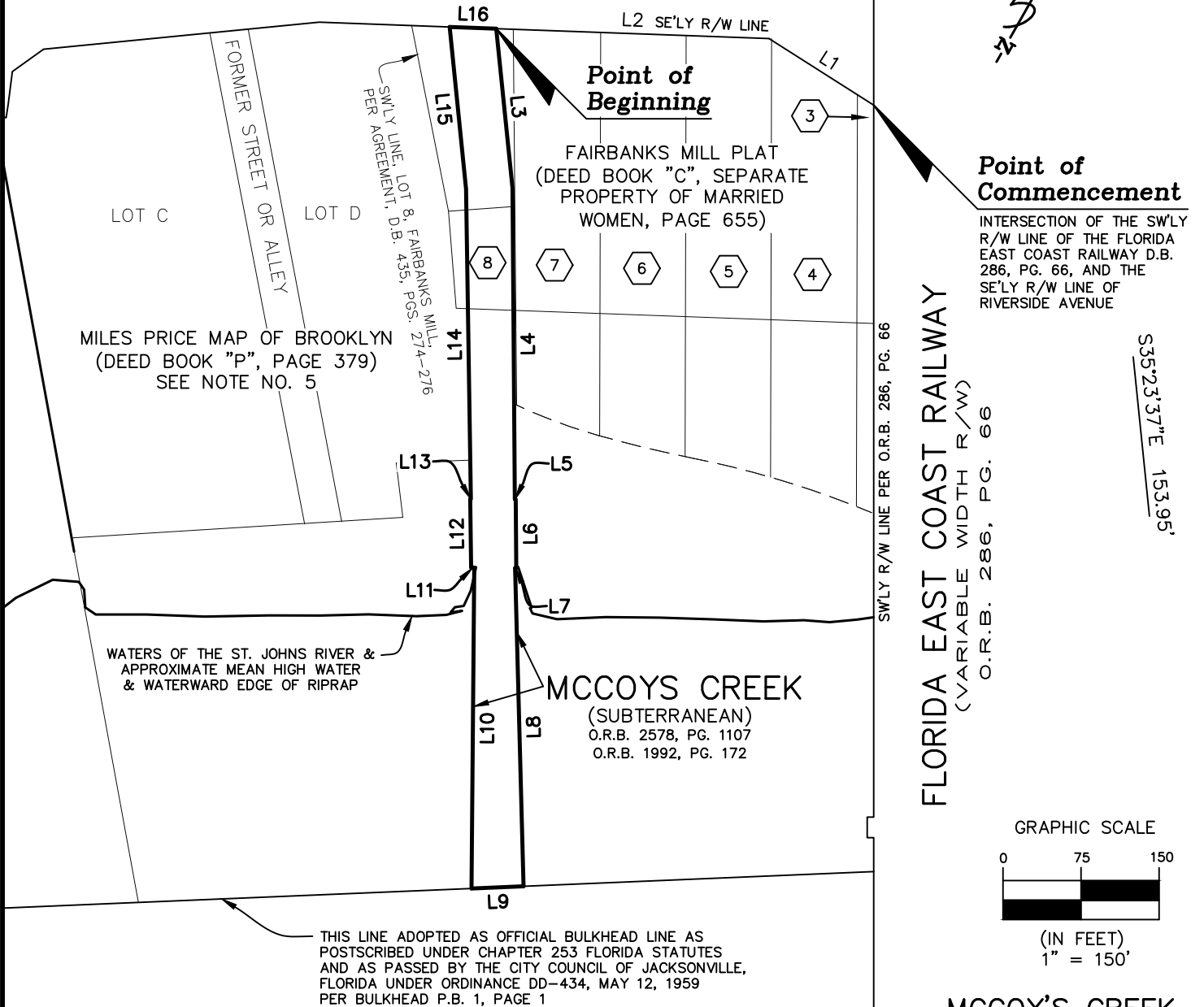
COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY AS DESCRIBED AND RECORDED IN DEED BOOK 286, PAGE 66, OF SAID FORMER PUBLIC RECORDS AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, A VARIABLE WIDTH RIGHT OF WAY AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 72160-2528, LAST REVISED, 01-22-1995; THENCE NORTH 87°05'45" WEST, ALONG LAST SAID LINE, 119.30 FEET; THENCE SOUTH 62°31'43" WEST, CONTINUING ALONG LAST SAID LINE, 262.28 FEET, TO THE NORTHEASTERLY LINE OF THOSE LANDS DESIGNATED PARCEL NO. 1 AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2578, PAGE 1107, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY AND THE POINT OF BEGINNING; THENCE SOUTHEASTERLY, NORTHEASTERLY AND SOUTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 35°23'37" EAST, 153.96 FEET; COURSE NO. 2: SOUTH 29°59'08" EAST, 299.35 FEET; COURSE NO. 3: NORTH 59°21'50" EAST, 0.88 FEET; COURSE NO. 4: SOUTH 30°05'00" EAST, 66.00 FEET; COURSE NO. 5: SOUTH 59°21'40" WEST, 1.19 FEET, TO THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1992, PAGE 172 (FIRST DESCRIPTION) OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE SOUTH 31°05'01" EAST, ALONG LAST SAID LINE, 305.99 FEET, TO THE BULKHEAD LINE AS RECORDED IN BULKHEAD PLAT BOOK 1, PAGE 1, OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 58°02'15" WEST, ALONG LAST SAID LINE, 50.00 FEET, TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1992, PAGE 172 (SECOND DESCRIPTION), OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE NORTH 29°04'55" WEST, ALONG LAST SAID LINE, 308.41 FEET, TO THE NORTHEASTERLY LINE OF THOSE LANDS DESIGNATED PARCEL NO. 2 AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2578, PAGE 1107, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE SOUTHWESTERLY, NORTHWESTERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 59°20'32" WEST, 3.05 FEET; COURSE NO. 2: NORTH 30°14'41" WEST, 66.00 FEET; COURSE NO. 3: NORTH 59°20'32" EAST, 0.62 FEET; COURSE NO. 4: NORTH 30°26'46" WEST, 297.98 FEET; COURSE NO. 5: NORTH 35°19'23" WEST, 156.60 FEET, TO THE SAID SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE; THENCE NORTH 62°31'43" EAST, ALONG LAST SAID LINE, 44.66 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.84 ACRES, MORE OR LESS.

MAP SHOWING

A PORTION OF LOT 8, FAIRBANKS MILL PROPERTY AS RECORDED IN DEED BOOK "C", SEPARATE PROPERTY OF MARRIED WOMEN, PAGE 655 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, ALONG WITH A PORTION OF LOT D, AS SHOWN ON THE MILES PRICE MAP OF BROOKLYN, AS RECORDED IN DEED BOOK "P", PAGE 379 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, ALONG WITH A PORTION OF UNSURVEYED SECTIONS 14 AND 23, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA

RIVERSIDE DRIVE
STATE ROAD NO. 15
 (VARIABLE WIDTH R/W, PER FDOT R/W MAP,
 SECTION 72050-2546, REVISED 9-23-13)



JOB NO. 2021-950

DRAFTER SPB

DATE 10/15/2021

SCALE 1"=150'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

CHECKED BY:

MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

SHEET 1 OF 3

Clary & Associates
 PROFESSIONAL SURVEYORS & MAPPERS
 LB NO. 3731
 3830 CROWN POINT ROAD
 JACKSONVILLE, FLORIDA 32257
 (904) 260-2703
 WWW.CLARYASSOC.COM

MAP SHOWING

MCCOYS CREEK

A PORTION OF LOT 8, FAIRBANKS MILL PROPERTY AS RECORDED IN DEED BOOK "C"; SEPARATE PROPERTY OF MARRIED WOMEN, PAGE 655 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, ALONG WITH A PORTION OF LOT D, AS SHOWN ON THE MILES PRICE MAP OF BROOKLYN, AS RECORDED IN DEED BOOK "P"; PAGE 379 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, ALONG WITH A PORTION OF UNSURVEYED SECTIONS 14 AND 23, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY AS DESCRIBED AND RECORDED IN DEED BOOK 286, PAGE 66, OF SAID FORMER PUBLIC RECORDS AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, A VARIABLE WIDTH RIGHT OF WAY AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 72160-2528, LAST REVISED, 01-22-1995; THENCE NORTH 87°05'45" WEST, ALONG LAST SAID LINE, 119.30 FEET; THENCE SOUTH 62°31'43" WEST, CONTINUING ALONG LAST SAID LINE, 262.28 FEET, TO THE NORTHEASTERLY LINE OF THOSE LANDS DESIGNATED PARCEL NO. 1 AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2578, PAGE 1107, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY AND THE POINT OF BEGINNING; THENCE SOUTHEASTERLY, NORTHEASTERLY AND SOUTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 35°23'37" EAST, 153.96 FEET; COURSE NO. 2: SOUTH 29°59'08" EAST, 299.35 FEET; COURSE NO. 3: NORTH 59°21'50" EAST, 0.88 FEET; COURSE NO. 4: SOUTH 30°05'00" EAST, 66.00 FEET; COURSE NO. 5: SOUTH 59°21'40" WEST, 1.19 FEET, TO THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1992, PAGE 172 (FIRST DESCRIPTION) OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE SOUTH 31°05'01" EAST, ALONG LAST SAID LINE, 305.99 FEET, TO THE BULKHEAD LINE AS RECORDED IN BULKHEAD PLAT BOOK 1, PAGE 1, OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 58°02'15" WEST, ALONG LAST SAID LINE, 50.00 FEET, TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1992, PAGE 172 (SECOND DESCRIPTION), OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE NORTH 29°04'55" WEST, ALONG LAST SAID LINE, 308.41 FEET, TO THE NORTHEASTERLY LINE OF THOSE LANDS DESIGNATED PARCEL NO. 2 AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2578, PAGE 1107, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE SOUTHWESTERLY, NORTHWESTERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 59°20'32" WEST, 3.05 FEET; COURSE NO. 2: NORTH 30°14'41" WEST, 66.00 FEET; COURSE NO. 3: NORTH 59°20'32" EAST, 0.62 FEET; COURSE NO. 4: NORTH 30°26'46" WEST, 297.98 FEET; COURSE NO. 5: NORTH 35°19'23" WEST, 156.60 FEET, TO THE SAID SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE; THENCE NORTH 62°31'43" EAST, ALONG LAST SAID LINE, 44.66 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.84 ACRES, MORE OR LESS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N87°05'45"W	119.30'
L2	S62°31'43"W	262.28'
L3	S35°23'37"E	153.96'
L4	S29°59'08"E	299.35'
L5	N59°21'50"E	0.88'
L6	S30°05'00"E	66.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L7	S59°21'40"W	1.19'
L8	S31°05'01"E	305.99'
L9	S58°02'15"W	50.00'
L10	N29°04'55"W	308.41'
L11	S59°20'32"W	3.05'
L12	N30°14'41"W	66.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L13	N59°20'32"E	0.62'
L14	N30°26'46"W	297.98'
L15	N35°19'23"W	156.60'
L16	N62°31'43"E	44.66'

MCCOY'S CREEK

SHEET 2 OF 3

JOB NO. 2021-950
 DRAFTER SPB
 DATE 10/15/2021
 SCALE 1"=150'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).



CHECKED BY:

MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

MAP SHOWING


A PORTION OF LOT 8, FAIRBANKS MILL PROPERTY AS RECORDED IN DEED BOOK "C", SEPARATE PROPERTY OF MARRIED WOMEN, PAGE 655 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, ALONG WITH A PORTION OF LOT D, AS SHOWN ON THE MILES PRICE MAP OF BROOKLYN, AS RECORDED IN DEED BOOK "P", PAGE 379 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, ALONG WITH A PORTION OF UNSURVEYED SECTIONS 14 AND 23, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHEASTERLY LINE OF RIVERSIDE DRIVE, AS S54°50'49"W AND ARE BASED ON STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD 1983 (1990 NGS ADJUSTMENTS.) AND ARE REFERENCED TO THE F.D.O.T. RIGHT OF WAY MAP OF STATE ROAD NO. 15 (RIVERSIDE AVE.), SECTION 72050-2546.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
5. THE APPROXIMATE LOCATION OF LOTS C & D AND A FORMER STREET OR ALLEY SHOWN BETWEEN LOTS C AND D, AS SHOWN ON THE MILES PRICE MAP OF BROOKLYN, AS RECORDED IN DEED BOOK "P", PAGE 379 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AS SHOWN HEREON WAS DIGITIZED FROM A BOUNDARY SURVEY PERFORMED BY ROBERT M. ANGAS AND ASSOCIATES, JULY 18, 1963, RECHECKED AND DRAWING AMENDED APRIL 14, 1964, FILE NO. C181-2. NO EVIDENCE WAS RECOVERED TO SUPPORT THE DEPICTED LOCATION.

LEGEND

O.R.B. = OFFICIAL RECORDS BOOK
PG.(S) = PAGE(S)
R/W = RIGHT OF WAY
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
NO. = NUMBER
D.B. = DEED BOOK
P.B. = PLAT BOOK
ORD. = ORDER
P.T. = POINT OF TANGENCY
P.C. = POINT OF CURVATURE
P.R.C. = POINT OF REVERSE CURVATURE
N.T. = POINT OF NON-TANGENCY

 DENOTES LOT NUMBER FAIRBANKS MILL PLAT (DEED BOOK "C", SEPARATE PROPERTY OF MARRIED WOMEN, PAGE 655)

MCCOY'S CREEK

SHEET 3 OF 3

JOB NO. 2021-950
DRAFTER SPB
DATE 10/15/2021
SCALE 1"=150'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).



CHECKED BY:

MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

EXHIBIT J

May Street Extension Route



EXHIBIT K

McCoy's Creek Improvement Plans

To be inserted in accordance with the terms of the Agreement when final plans for the May Street Extension to the Project parcel, construction of the new creek across the City Parcel, and fill of the Creek Parcel are available.

Notwithstanding the foregoing, with respect to May Street extension, it is acknowledged that the roadway will be constructed to City standards, accommodate two-way traffic, will cross under the Acosta Bridge ramp in the location of the current McCoy's Creek channel which is encased in a viaduct under the bridge ramp, will be constructed on top of the current grade and as close as permitted to the higher clearance side of the current opening between bridge supports in order to maintain a 14 foot clearance in the travel lanes. Where the new roadway turns to follow the creek channel location, the turn radius will be designed to accommodate delivery vehicles. The precise location of the connection to the Project Parcel will be within the boundaries of the Creek Parcel and will be coordinated with Developer.

With respect to the fill of the existing Creek Parcel, the City shall follow the backfill requirements below:

1. A3 material
2. 95% compaction
3. 1' lifts for top 5 feet, 2' lifts for the rest of the trench.
4. Some of the organic material at the bottom of the existing creek will need to be removed before backfill.
5. Fill to level of existing bulkhead- elevations to be determined prior to commencement of demolition

Further, where the mouth of the existing McCoys Creek meets the St. Johns River, it is contemplated that after filling of the existing creek, a new rip rap shoreline along the St. Johns River will be created in line with the current existing river's edge east and west of the current creek mouth.

EXHIBIT L

Description of Helipad Site

That certain parcel identified as the proposed exception parcel in Exhibit B to the Grant of Easement recorded in OR Book 10555 beginning on Page 1738 from Morris Communications Company, LLC as Grantor to the City of Jacksonville for the Riverwalk. Such parcel lies between the Riverwalk Easement and the top of bank of the St. Johns River and was previously developed as a helipad.

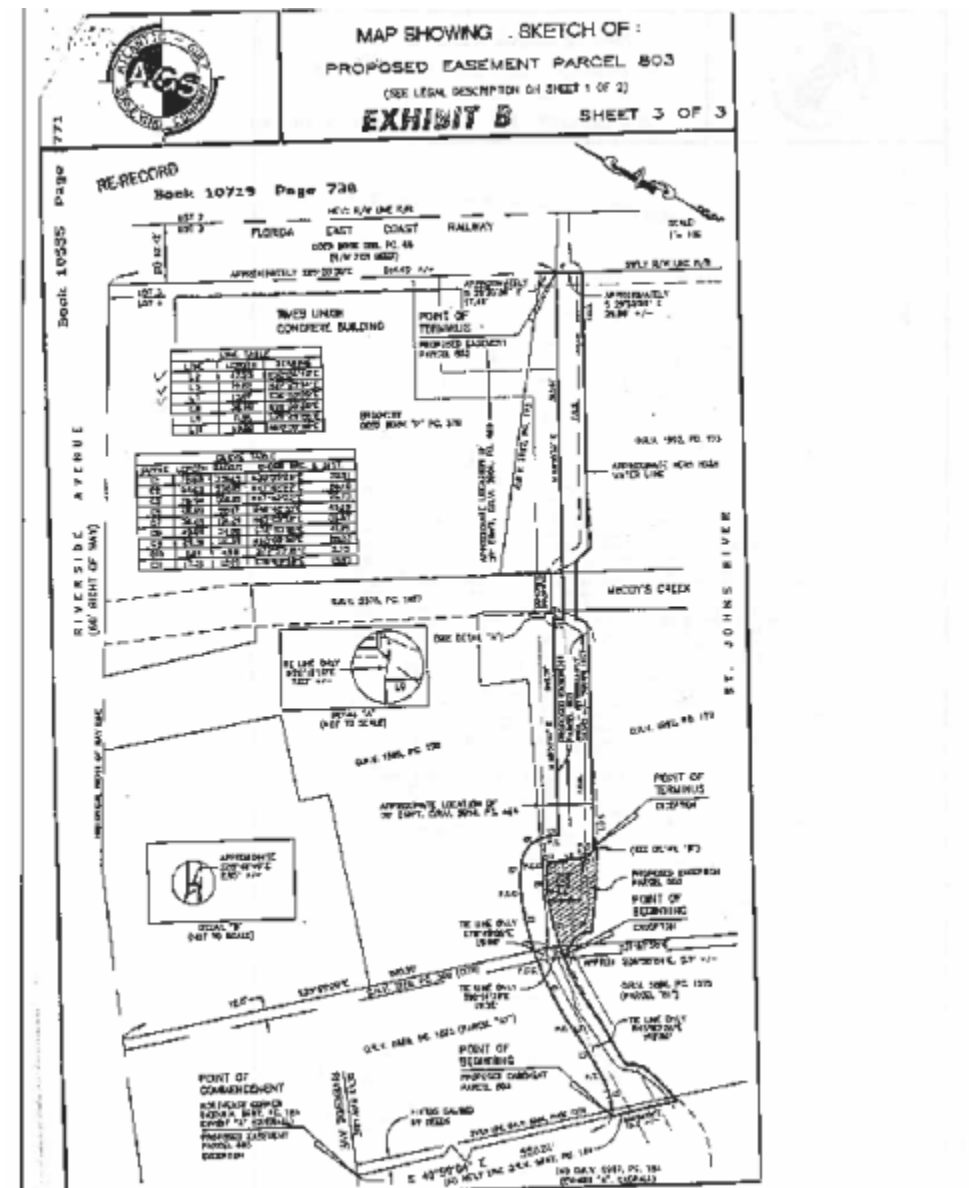


EXHIBIT M

Temporary Construction Easement
(McCoy’s Creek Improvements)

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

John C. Sawyer, Jr.
Chief, Gov. Operations Dept.
City of Jacksonville
117 W. Duval St., Suite 480
Jacksonville, FL 32202

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (this “Easement Agreement”) is made as of the ____ day of December, 2021, by and between **FUQUA _____, LLC**, a ____ limited liability company, (“Grantor”) whose address is Fifteen Piedmont Center, 3575 Piedmont Rd., NE, Suite 800, Atlanta, GA 30305, and the **CITY OF JACKSONVILLE**, a body politic and municipal corporation existing under the laws of the State of Florida (“Grantee”), whose mailing address is c/o Downtown Investment Authority, 117 W. Duval Street, Suite 310, Jacksonville, Florida 32202. Capitalized terms used herein and not otherwise defined shall have the meaning as set forth in the Redevelopment Agreement, defined below.

WITNESSETH: in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be mutually bound do hereby agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors and assigns, a temporary, non-exclusive easement for access and passage on, over, through, and across (i) the surface of certain land owned by Grantor located in Duval County, Florida and described on Exhibit A attached hereto and incorporated herein (the “Easement Premises One”); (ii) the surface of certain land owned by Grantor located in Duval County, Florida and described on Exhibit B attached hereto and incorporated herein (“Easement Premises Two”), and (iii) the air space located above those certain lands owned by Grantee located in Duval County, Florida and described on Exhibit C attached hereto and incorporated herein (the “Air Space Easement Premises” and together with Easement Premises One and Easement Premises Two, the “Easement Premises”), solely for the purposes of constructing and installing the McCoy’s Creek Improvements and, to the extent undertaken by Grantee, the Demolition Project (as such terms are

defined that certain Redevelopment Agreement between Grantor and Grantee dated November ___, 2021 (the “Redevelopment Agreement”), including, without limitation, the ingress, egress, passage and delivery by vehicles and equipment, by Grantee, its employees, contractors, subcontractors and their employees to and from Riverside Avenue, adjacent land owned by Grantee and the Easement Premises to facilitate Grantee’s (a) removal of the existing bulkheads of McCoy’s Creek and filling of McCoy’s Creek (the “Creek Project”) to be undertaken by Grantee in connection with the Redevelopment Agreement; (b) installation of any structures or features necessary to address safety or erosion control concerns; (c) compliance with all applicable laws and required permits; (d) use of that portion of the Easement Premises east of McCoy’s Creek (as located on the date of this Easement Agreement) as a laydown or storage area for material, supplies, and equipment to be used in the completion of the Creek Project; and (e) use of that portion of the Easement Premises east of McCoy’s Creek (as located on the date of this Easement Agreement) for installation of temporary utilities (provided Grantee shall be responsible for all connection, termination and consumption fees). Notwithstanding the foregoing, Grantor and Grantee agree that Grantee’s easement rights over Easement Area One shall terminate on the later of (i) the date that is six (6) months after completion of the Demolition Project, and (ii) the Outside Easement One Date. The “Outside Easement One Date” shall mean the date that is the earlier of (x) the date that Grantor has obtained final design approvals, inclusive of Downtown Development Review Board final approval, and applied for all Permit Approvals for the Phase I Retail Improvements, and (b) the date that is eighteen (18) months after completion of the Demolition Project. All of the foregoing dates shall be extended on a day for day basis by any Force Majeure Events. All capitalized terms used but not defined herein shall have the meanings set forth in the Redevelopment Agreement.

2. Term of Easement. This Easement Agreement shall automatically expire and terminate upon the earlier of: (x) completion of the McCoy’s Creek Improvements, (y) if elected by Grantor, the date on which Grantor repurchases the City Parcel from Grantee pursuant to the Repurchase Right set forth in the Redevelopment Agreement, or (z) September 30, 2024, as such date may be extended on a day for day basis by any Force Majeure Events (the “Termination Date”); provided however that upon the written request of the Grantor following completion of the McCoy’s Creek Improvements, Grantee shall execute and deliver for recordation a termination of this Easement Agreement.

3. Indemnification. Except to the extent limited or prohibited by applicable law, Grantee hereby agrees to indemnify and save Grantor harmless from and against any and all claims, action, losses, damage, injury, liability, cost and expense of whatsoever kind or nature (including but not by way of limitation, attorneys’ fees and court costs) arising out of injury or death to persons or damage to or loss of property caused by Grantee’s negligence or intentional misconduct and arising out of the easement rights hereunder granted, except to the extent such injury or death to persons or damage to or loss of property shall have been caused by the negligence or intentional misconduct of Grantee; provided however, that regardless of whether any such obligations are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of Grantee under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Agreement.

4. Insurance. Grantee shall at all times during the term of this Easement Agreement carry and maintain a valid program of self-insurance, authorized by Section 768.28, Florida Statutes. With respect to Grantee's self-insurance program, liabilities caused by the negligent acts or omissions of Grantee's employees, or authorized agents shall be subject to the limits of Section 768.28, Florida Statutes.

5. Successors and Assigns. The burdens of this Easement Agreement shall run with title to the Easement Premises, and all benefits and rights granted hereunder shall be appurtenant to the interest of the parties hereto. This Easement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. Use; Compliance with Laws. Subject to the provisions hereof, Grantee shall have the right to use the Easement Premises for the purpose stated in paragraph 1 above and for no other purpose without the prior written consent of Grantor (which consent may be withheld in Grantor's sole discretion). Prior to termination of the easement rights granted under this Easement Agreement, Grantee agrees (a) to repair any and all damage to the Easement Premises or the land located adjacent to the Easement Premises owned by Grantor (the "Grantor's Property"), to the extent caused by Grantee, its employees, agents, contractors or subcontractors, to substantially the condition existing prior to such damage, and (b) to cause any materials, supplies, equipment and property of Grantee, its employees, agents, contractors and subcontractors, to be removed from the Easement Premises and Grantor's Property. Grantor shall continue to enjoy the use of the Easement Premises for any and all purposes not inconsistent with Grantee's rights hereunder. Grantee shall comply with all applicable laws, rules and regulations, orders and decisions of all governmental authorities, respecting the use of and operations and activities on the Easement Premises, including, but not limited to, environmental, zoning and land use regulations. Grantee shall not make, suffer or permit any unlawful use of the Easement Premises, or any part thereof.

7. Force Majeure. No party to this Agreement shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, pandemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities service, lack of transportation, any act, neglect or failure to perform of or by one party that caused the other party to be delayed in the performance of any of its obligations hereunder (provided however that the immediately preceding clause applies to Grantee only in its proprietary and not regulatory capacity), severe weather and other acts or failures beyond the control or without the control of any party (each, a "Force Majeure Event"); provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay and shall be proximately caused by such Force Majeure Event, and in no event shall any of the foregoing excuse any financial liability of a party. In the event of any delay or nonperformance resulting from such causes, the party affected shall notify the other in writing within thirty (30) calendar days of the Force Majeure Event. Such written notice shall describe the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected, and shall describe the actions reasonably taken to minimize the impact thereof.

8. Severability. The invalidity of any provision contained in this Easement Agreement shall not affect the remaining portions of this Easement Agreement, provided that such remaining portions remain consistent with the intent of this Easement Agreement and do not violate Florida law, which law shall govern this Easement Agreement.

9. Construction. The parties acknowledge that each party has reviewed and revised this Easement Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement Agreement.

9. Notices. Any notice, demand, consent, authorization, request, approval or other communication (collectively, "Notice") that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the parties giving such Notice, and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service, or by registered or certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other parties and sent simultaneously as follows (or to such other place as any party may by Notice to the other specify):

To Grantor:

Fuqua Acquisitions II, LLC
Fifteen Piedmont Center
3575 Piedmont Rd. NE, Suite 800
Atlanta, Georgia 30305
Attn: Jeffrey S. Fuqua

With copies to:

Fuqua Acquisitions II, LLC
Fifteen Piedmont Center
3575 Piedmont Rd. NE, Suite 800
Atlanta, Georgia 30305
Attn: Heather Correa

Fuqua Acquisitions II, LLC
Fifteen Piedmont Center
3575 Piedmont Rd. NE, Suite 800
Atlanta, Georgia 30305
Attn: Heather Reynolds, Esq.

To Grantee:

City of Jacksonville
C/O Downtown Investment Authority
117 W. Duval Street, Suite 310
Jacksonville, Florida 32202
Attn: Lori Boyer
Email: boyerl@coj.net

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

Notices shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of such non-acceptance. The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America, by at least ten (10) days written notice to the other party.

10. Modification and Waiver. This Agreement shall not be modified or amended and no waiver of any provision shall be effective unless set forth in writing and signed by both parties.

11. Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Any action or proceeding arising out of or relating to this Agreement shall be brought in Duval County, Florida, either in the State or Federal courts. Both parties hereby waive any objections to the laying of venue in any such courts.

12. Attorneys Fees. If any lawsuit, arbitration or other legal proceeding (including, without limitation, any appellate proceeding) arises in connection with the interpretation or enforcement of this Easement Agreement, each party shall be responsible for its own costs and expenses, including reasonable attorneys' fees, charges and disbursements incurred in connection therewith, in preparation therefor and on appeal therefrom.

13. WAIVER OF RIGHT TO TRIAL BY JURY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS EASEMENT AGREEMENT OR THE RELATIONSHIP OF THE PARTIES UNDER THIS EASEMENT AGREEMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION WITH THIS EASEMENT AGREEMENT.

[Signatures on following page.]

IN WITNESS WHEREOF, the Grantor and Grantee have signed and sealed these presents to be effective the day and year first written above.

GRANTOR:

WITNESSES

FUQUA ACQUISITIONS II, LLC, a Georgia limited liability company

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print name: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as _____ of **FUQUA ACQUISITIONS II, LLC**, a Georgia limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public, State of _____
Printed Name: _____
Commission No.: _____
My commission expires: _____

[NOTARIAL SEAL]

GRANTEE:

CITY OF JACKSONVILLE, a body politic and corporate of the State of Florida

WITNESSES:

(Sign) _____
(Print) _____

(Sign) _____
(Print) _____

(Sign) _____
(Print) _____

(Sign) _____
(Print) _____

By: _____
Lenny Curry
Mayor

ATTEST:

By: _____
James R. McCain, Jr.
Corporation Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by Lenny Curry, Mayor, and James R. McCain, Jr., as Corporation Secretary, of the City of Jacksonville, Florida, a body politic and corporate of the State of Florida, on behalf of the City, who is personally known to me or has produced _____ as identification.

(SEAL)

Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____

EXHIBIT A

Easement Premises One

[Legal description to be added after survey.]

The Phase I Retail Component Parcel as defined more particularly in the Redevelopment Agreement

EXHIBIT B

Easement Premises Two

[Legal description to be added after survey.]

The Phase II Mixed Use Component Parcel plus (to the extent not included in the Phase II Mixed Use Component Parcel) a 20' wide strip of land running along the entire western border of the Creek Parcel, plus all the submerged lands adjacent to the foregoing extending 200' into the St. Johns River.

The capitalized terms above are defined more particularly in the Redevelopment Agreement.

EXHIBIT C

Air Space Easement Premises

[Legal description to be added after survey.]

The air space above the Creek Parcel.

The capitalized terms above are defined more particularly in the Redevelopment Agreement.

EXHIBIT N

Temporary Demolition Easement
(City Parcel – Demolition Project)

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

John C. Sawyer, Jr.
Chief, Gov. Operations Dept.
City of Jacksonville
117 W. Duval St., Suite 480
Jacksonville, FL 32202

TEMPORARY DEMOLITION EASEMENT

THIS TEMPORARY DEMOLITION EASEMENT (this “Easement Agreement”) is made as of _____, 2021, by and between the **CITY OF JACKSONVILLE**, a body politic and municipal corporation existing under the laws of the State of Florida, whose mailing address is c/o Downtown Investment Authority, 117 W. Duval Street, Suite 310, Jacksonville, Florida 32202, hereinafter called the Grantor, to **FUQUA ACQUISITIONS II, LLC**, a Georgia limited liability company, whose address is Fifteen Piedmont Center, 3575 Piedmont Rd., NE, Suite 800, Atlanta, GA 30305, hereinafter called the Grantee. Capitalized terms used herein and not otherwise defined shall have the meaning as set forth in the Redevelopment Agreement, defined below.

WITNESSETH: in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be mutually bound do hereby agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors and assigns a temporary, non-exclusive easement solely for the purposes of performing the Demolition Project (as such term is defined in that certain Redevelopment Agreement between Grantor and Grantee dated November __, 2021), including the installation of an all-weather access driveway and temporary utilities (provided Grantee shall be responsible for all costs related to the foregoing including, without limitation, all connection, termination and consumption fees) to be undertaken by Grantee on, over, under, through, and across the following described land in Duval County, Florida:

See Exhibit A attached hereto and incorporated herein (the “Easement Premises”).

2. Term of Easement. This Easement Agreement shall automatically expire and terminate upon the earlier of: (x) Substantial Completion of the Demolition Project, (y) abandonment of the Demolition Project by Grantee, or (z) December 31, 2022; provided however that upon the written request of the Grantor following Substantial Completion of the Demolition Project, Grantee shall execute and deliver for recordation a termination of this Easement Agreement.

3. Indemnification. Grantee hereby agrees to, and to cause its third party contractors performing work on the Project to (with the City named as intended third-party beneficiary), indemnify, defend and save Grantor and its members, officers, employees, agents, successors-in-interest and assigns (the “Indemnified Parties”) harmless from and against any and all claims, action, losses, damage, injury, liability, cost and expense of whatsoever kind or nature (including but not by way of limitation, attorneys’ fees and court costs) arising out of injury or death to persons or damage to or loss of property arising out of or alleged to have arisen out of or occasioned by exercise by Grantee or its successors, assigns, contractors, employees, representatives, directors, officers, invitees or agents of the easement rights hereunder granted, except to the extent such injury or death to persons or damage to or loss of property shall have been caused by the gross negligence or intentional misconduct of the Indemnified Parties. The provisions of this paragraph shall survive termination of this Easement Agreement.

4. Insurance. See Exhibit B attached hereto and incorporated herein by this reference for the insurance requirements of Grantee.

5. Successors and Assigns. The burdens of this Easement Agreement shall run with title to the Easement Premises, and all benefits and rights granted hereunder shall be appurtenant to the interest of the parties hereto. This Easement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. Use; Compliance with Laws. Subject to the provisions hereof, Grantee shall have the right to use the Easement Premises for the purpose stated in paragraph 1 above and for no other purpose without the prior written consent of Grantor (which consent may be withheld in Grantor’s sole discretion). Prior to termination of the easement rights granted under this Easement Agreement, Grantee agrees (a) to repair any and all damage to the Easement Premises or the land located adjacent to the Easement Premises owned by Grantor (the “Grantor’s Property”), to the extent caused by Grantee, its employees, agents, contractors or subcontractors, to substantially the condition existing prior to such damage, and (b) to cause any materials, supplies, equipment and property of Grantee, its employees, agents, contractors and subcontractors, to be removed from the Easement Premises and Grantor’s Property. Grantor shall continue to enjoy the use of the Easement Premises for any and all purposes not inconsistent with Grantee’s rights hereunder. Grantee shall comply with all laws, rules and regulations, orders and decisions of all governmental authorities, respecting the use of and operations and activities on the Easement Premises, including, but not limited to, environmental, zoning and land use regulations. Grantee shall not make, suffer or permit any unlawful use of the Easement Premises, or any part thereof.

7. Severability. The invalidity of any provision contained in this Easement Agreement shall not affect the remaining portions of this Easement Agreement, provided that such

remaining portions remain consistent with the intent of this Easement Agreement and do not violate Florida law, which law shall govern this Easement Agreement.

8. Construction. The parties acknowledge that each party has reviewed and revised this Easement Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement Agreement.

9. Notices. Any notice, demand, consent, authorization, request, approval or other communication (collectively, "Notice") that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the parties giving such Notice, and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service, or by registered or certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other parties and sent simultaneously as follows (or to such other place as any party may by Notice to the other specify):

To Grantor: City of Jacksonville
C/O Downtown Investment Authority
117 W. Duval Street, Suite 310
Jacksonville, Florida 32202
Attn: Lori Boyer
Email: boyerl@coj.net

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

To Grantee:

Fuqua Acquisitions II, LLC
Fifteen Piedmont Center
3575 Piedmont Rd. NE, Suite 800
Atlanta, Georgia 30305
Attn: Jeffrey S. Fuqua

With copies to:

Fuqua Acquisitions II, LLC
Fifteen Piedmont Center
3575 Piedmont Rd. NE, Suite 800
Atlanta, Georgia 30305
Attn: Heather Correa

Fuqua Acquisitions II, LLC
Fifteen Piedmont Center
3575 Piedmont Rd. NE, Suite 800

Atlanta, Georgia 30305
Attn: Heather Reynolds, Esq.

Notices shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of such non-acceptance. The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America, by at least ten (10) days written notice to the other party.

10. Modification and Waiver. This Agreement shall not be modified or amended and no waiver of any provision shall be effective unless set forth in writing and signed by both parties.

11. Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Any action or proceeding arising out of or relating to this Agreement shall be brought in Duval County, Florida, either in the State or Federal courts. Both parties hereby waive any objections to the laying of venue in any such courts.

12. Attorneys Fees. If any lawsuit, arbitration or other legal proceeding (including, without limitation, any appellate proceeding) arises in connection with the interpretation or enforcement of this Easement Agreement, each party shall be responsible for its own costs and expenses, including reasonable attorneys' fees, charges and disbursements incurred in connection therewith, in preparation therefor and on appeal therefrom.

13. WAIVER OF RIGHT TO TRIAL BY JURY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS EASEMENT AGREEMENT OR THE RELATIONSHIP OF THE PARTIES UNDER THIS EASEMENT AGREEMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION WITH THIS EASEMENT AGREEMENT.

[Signatures on following page.]

IN WITNESS WHEREOF, the Grantor and Grantee have signed and sealed these presents to be effective the day and year first written above.

ATTEST:

CITY OF JACKSONVILLE

By: _____
James R. McCain, Jr.
Corporation Secretary

Lenny Curry, Mayor

Form Approved:

By: _____
Office of General Counsel

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by Lenny Curry, Mayor, and James R. McCain, Jr., as Corporation Secretary, of the City of Jacksonville, Florida, a body politic and corporate of the State of Florida, on behalf of the City, who is personally known to me or has produced _____ as identification.

(SEAL)

Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____

**FUQUA ACQUISITIONS II, LLC, a
Georgia limited liability company**

By: _____
Name: _____
Its: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as _____ of **FUQUA ACQUISITIONS II, LLC**, a Georgia limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public, State of _____
Printed Name: _____
Commission No.: _____
My commission expires: _____

[NOTARIAL SEAL]

EXHIBIT A

[Legal description to be added after survey.]

An approximately ____-acre parcel of real property located on _____.

EXHIBIT B

Grantee Insurance Requirements

Without limiting its liability under this Easement Agreement, Grantee and its contractors and subcontractors shall at all times during the term of this Easement Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Easement Agreement (and Grantee shall require its, contractor, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker’s Compensation Employer’s Liability	Florida Statutory Coverage \$ 1,000,000 Each Accident \$ 1,000,000 Disease Policy Limit \$ 1,000,000 Each Employee/Disease

This insurance shall cover the Grantee (and, to the extent they are not otherwise insured, its contractors and subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers’ Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employers’ Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/ Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 50,000	Fire Damage
	\$ 5,000	Medical Expenses

The policy shall be endorsed to provide a separate aggregate limit of liability applicable to the Work via a form no more restrictive than the most recent version of ISO Form CG 2503

Grantee will require Contractor to continue to maintain products/completed operations coverage for a period of three (3) years after the final completion of the project. The amount of products/completed operations coverage maintained during the three year period shall be not less than the combined limits of Products/ Completed Operations coverage required to be maintained by Contractor in the combination of the Commercial General Liability coverage and Umbrella Liability Coverage during the performance of the Work.

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City’s Office of Insurance and Risk Management.

Automobile Liability \$1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Easement Agreement)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Design Professional Liability \$1,000,000 per Claim
\$2,000,000 Aggregate

Any entity hired to perform professional services as a part of this Easement Agreement shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Easement Agreement and with a three year reporting option beyond the annual expiration date of the policy.

Builders Risk/Installation Floater %100 Completed Value of the Project

Grantee will purchase or cause the General Contractor to purchase Builders Risk/Installation Floater coverage. Such insurance shall be on a form acceptable to the City's Office of Insurance and Risk Management. The Builder's Risk policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum \$100,000 deductible for other than water damage, flood, windstorm and hail. For flood, windstorm and hail coverage, the maximum deductible applicable shall be 5% of the completed value of the project. For Water Damage, the maximum deductible applicable shall not exceed \$500,000. Named insured's shall be: Grantee, Contractor, the City, and their respective members, officials, officers, employees and agents, and the Program Management Firms(s) (when program management services are provided). The City of Jacksonville, its members, officials, officers, employees and agents are to be named as a loss payee.

Pollution Liability \$2,000,000 per Loss
\$2,000,000 Annual Aggregate

Any entity hired to perform services as part of this Easement Agreement for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

Pollution Legal Liability \$2,000,000 per Loss
\$2,000,000 Aggregate

Any entity hired to perform services as a part of this Easement Agreement that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury

and property damage for losses that arise from the facility that is accepting the waste under this Easement Agreement.

Umbrella Liability

\$1,000,000 Each Occurrence/ Aggregate.

The Umbrella Liability policy shall be in excess of the above limits without any gap. The Umbrella coverage will follow-form the underlying coverages and provides on an Occurrence basis all coverages listed above and shall be included in the Umbrella policy

In the event that any part of the work to be performed hereunder shall require the Contractor or its Subcontractors to enter, cross or work upon or beneath the property, tracks, or right-of-way of a railroad or railroads, the Contractor shall, before commencing any such work, and at its expense, procure and carry liability or protective insurance coverage in such form and amounts as each railroad shall require.

The original of such policy shall be delivered to the railroad involved, with copies to the City, and their respective members, officials, officers, employee and agents, Engineer, and Program Management Firm(s) (when program management services are provided).

The Contractor shall not be permitted to enter upon or perform any work on the railroad's property until such insurance has been furnished to the satisfaction of the railroad. The insurance herein specified is in addition to any other insurance which may be required by the City, and shall be kept in effect at all times while work is being performed on or about the property, tracks, or right-of-way of the railroad.

Additional Insurance Provisions

- A. Additional Insured: All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.
- B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.
- C. Contractors', Subcontractors', and Vendors' insurance shall be primary to Grantees', and Grantee's Insurance shall be Primary with respect to Grantor's insurance or self-insurance. The insurance provided by the Grantee shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Easement Agreement shall remain the sole and exclusive responsibility of the named insured Grantee. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Easement Agreement.
- E. Grantee's Insurance Additional Remedy. Compliance with the insurance requirements of this Easement Agreement shall not limit the liability of the Grantee or its Subcontractors, employees or

agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Easement Agreement or otherwise.

- F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Grantee shall relieve Grantee of Grantee's full responsibility to provide insurance as required under this Easement Agreement.
- G. Certificates of Insurance. Grantee shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- I. Notice. The Grantee shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Grantee shall provide a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of the Grantee under this Easement Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.
- L. Special Provisions: Prior to executing this Easement Agreement, Grantee shall present this Easement Agreement and Exhibit J to its Insurance Agent affirming: 1) that the Agent has personally reviewed the insurance requirements of the Easement Agreement, and (2) that the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Grantee.

EXHIBIT O

Disbursement Request Form

(Page 1 of 2)

**CITY OF JACKSONVILLE, FLORIDA
APPLICATION FOR PAYMENT NO. _____**

PROJECT _____ **BID NO.** _____ **CONTRACT NO.** _____

For Work accomplished through the date of _____.

A. Contract and Change Orders

- 1. Contract Amount..... \$ _____
- 2. Executed Change Orders + \$ _____
- 3. Total Contract (1) + (2)..... _____
\$ _____

B. Work Accomplished

- 4. Work performed on Contract Amount (1)..... \$ _____
- 5. Work performed on Change Orders (2)..... + \$ _____
- 6. Materials stored + \$ _____
- 7. Total Completed & Stored (4) + (5) + (6) \$ _____
- 8. Retainage 10% of Item (7), - \$ _____
- 9. Less Previous
Payments Made (or) Invoiced - \$ _____
- 10. Payment Amount Due this Application (7) — (8) — (10) \$ _____

(*) This application for payment shall be supported with the Contractor's pay request and supporting documentation.

[Developer certification and signatures on following page]

EXHIBIT O (Cont.)

Disbursement Request Form

(Page 2 of 2)

DEVELOPER'S CERTIFICATION

The undersigned DEVELOPER certifies that: (1) all items and amounts shown above are correct; (2) all Work performed and materials supplied fully comply with the terms and conditions of the Contract Documents; (3) all previous progress payments received from the CITY on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of DEVELOPER incurred in connection with Work covered by prior Applications for Payment; (4) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to CITY at time of payment free and clear of all liens, claims, security interests and encumbrances; and (5) if applicable, the DEVELOPER has complied with all provisions of Part 6 of the Purchasing Code including the payment of a pro-rata share to Jacksonville Small Emerging Business (JSEB) of all payments previously received by the DEVELOPER.

Dated _____, 20__

Developer Signature
By: _____
Name Printed: _____

Notary Public

Date	Approvals	
_____	_____	Construction Inspector
_____	_____	Project Manager
_____	_____	City Engineer

EXHIBIT P

Description of Restaurant Improvements

Alternative A: A 3,000 square foot restaurant to be constructed on the Phase I Residential Component Parcel in Apartment Building 1000 with 1,400 square feet interior at the traffic circle elevation and 1,600 square feet interior with an outdoor patio with no less than 500 square feet of riverfront service area at the Riverwalk level elevation. The restaurant must be able to serve meals to 100 or more patrons at one time.

Or Alternative B: A riverfront (i.e., direct frontage on the Riverwalk or St. Johns River) full-service restaurant with a minimum of 2,500 sq. ft. of enclosed conditioned space with no less than 500 sq. ft. of outdoor service area located on the Helipad Site, as defined herein. The restaurant must be able to serve meals to 100 or more patrons at one time.

EXHIBIT Q

Phase I Retail Component Parcel

RETAIL TRACT - GROCER PARCEL

A PORTION OF LOT 8, FAIRBANKS MILL PROPERTY AS RECORDED IN DEED BOOK "C", S.P.M.W., PAGE 655 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, ALONG WITH A PORTION OF LOTS B, C, D AND A PORTION OF A FORMER STREET OR ALLEY SHOWN BETWEEN LOTS C AND D, AS SHOWN ON THE MILES PRICE MAP OF BROOKLYN, AS RECORDED IN DEED BOOK "P", PAGE 379 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY AS DESCRIBED AND RECORDED IN DEED BOOK 286, PAGE 66, OF SAID CURRENT PUBLIC RECORDS AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, A VARIABLE WIDTH RIGHT OF WAY AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 72160-2528, LAST REVISED, 01-22-1995; THENCE WESTERLY, SOUTHWESTERLY, AND SOUTHEASTERLY, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, A VARIABLE WIDTH RIGHT OF WAY, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 72050-2546, LAST REVISED, 09-23-2013, RUN THE FOLLOWING TEN (10) COURSES AND DISTANCES: COURSE NO. 1: NORTH 87°05'45" WEST, 119.30 FEET; COURSE NO. 2: SOUTH 62°31'43" WEST, 306.93 FEET, TO THE POINT OF BEGINNING; COURSE NO. 3: CONTINUE SOUTH 62°31'43" WEST, 125.33 FEET; COURSE NO. 4: SOUTH 54°50'49" WEST, 266.28 FEET; COURSE NO. 5: SOUTH 24°51'09" WEST, 36.89 FEET; COURSE NO. 6: SOUTH 22°20'02" EAST, 31.85 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 7: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 219.09 FEET, AN ARC DISTANCE OF 12.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 20°38'19" EAST, 12.96 FEET; COURSE NO. 8: SOUTH 72°13'03" WEST, 86.31 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; COURSE NO. 9: WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 38.22 FEET, AN ARC DISTANCE OF 44.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89°19'03" WEST, 41.69 FEET; COURSE NO. 10: SOUTH 57°36'32" WEST, 101.72 FEET, TO THE SOUTHWESTERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL "A-1" DESCRIBED AND RECORDED IN OFFICIAL RECORDS 5896, PAGE 1575, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE SOUTH 39°55'10" EAST, ALONG LAST SAID, 199.56 FEET; THENCE NORTH 50°04'50" EAST, 145.45 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 24.50 FEET, AN ARC DISTANCE OF 38.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84°55'10" EAST, 34.65 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 39°55'10" EAST, 22.78 FEET; THENCE NORTH 54°50'51" EAST, 81.85 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 4.50 FEET, AN ARC DISTANCE OF 7.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE

OF SOUTH 80°09'09" EAST, 6.36 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 35°09'09" EAST, 13.50 FEET; THENCE NORTH 54°50'51" EAST, 351.88 FEET; THENCE NORTH 36°32'12" WEST, 8.63 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 49.50 FEET, AN ARC DISTANCE OF 29.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18°12'29" WEST, 28.85 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 30.50 FEET, AN ARC DISTANCE OF 17.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°49'50" WEST, 17.39 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 34°23'52" WEST, 127.47 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 34.50 FEET, AN ARC DISTANCE OF 22.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 15°33'27" WEST, 22.28 FEET; THENCE NORTH 35°19'23" WEST, 38.79 FEET, TO THE POINT OF BEGINNING.

CONTAINING 3.30 ACRES, MORE OR LESS.

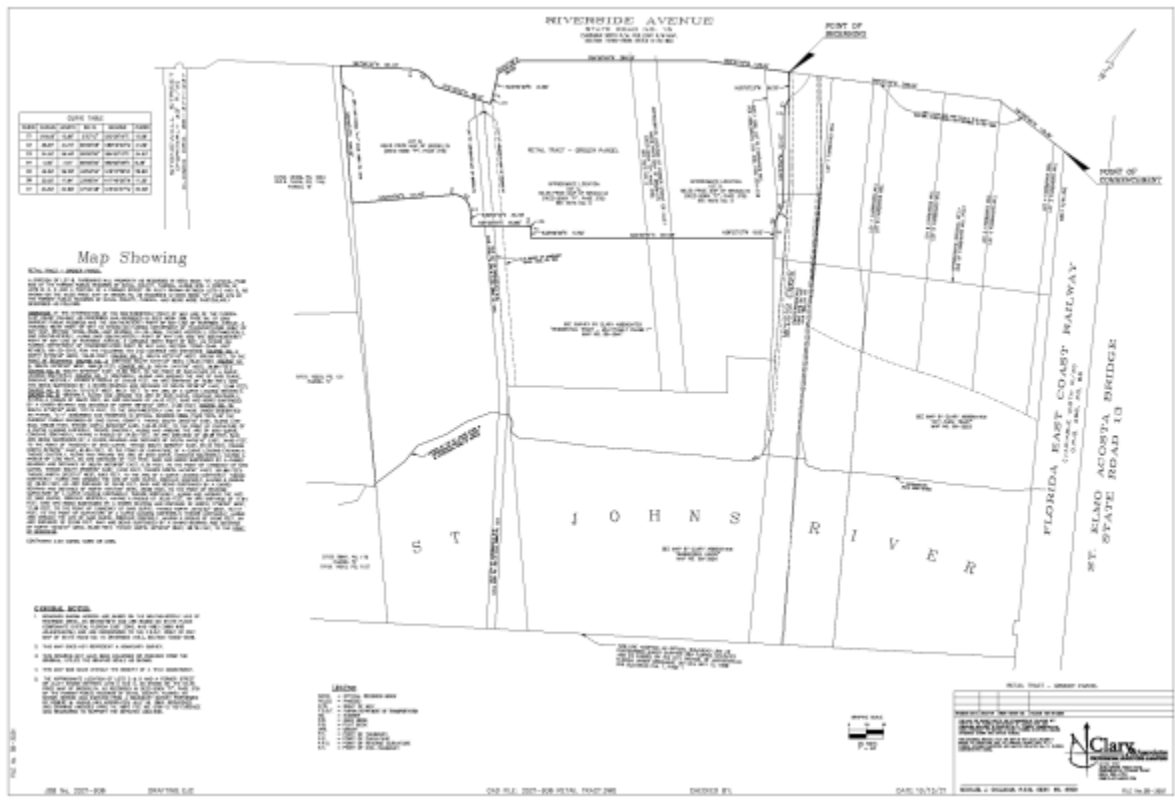


EXHIBIT R

Phase I Residential Component Parcel

RESIDENTIAL TRACT - MULTIFAMILY PHASE 1

A PORTION OF LOTS B, C, D AND A PORTION OF A FORMER STREET OR ALLEY SHOWN BETWEEN LOTS C AND D, AS SHOWN ON THE MILES PRICE MAP OF BROOKLYN, AS RECORDED IN DEED BOOK "P", PAGE 379 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, ALONG WITH A PORTION OF UNSURVEYED SECTIONS 14 AND 23, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY AS DESCRIBED AND RECORDED IN DEED BOOK 286, PAGE 66, OF SAID CURRENT PUBLIC RECORDS AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, A VARIABLE WIDTH RIGHT OF WAY AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 72160-2528, LAST REVISED, 01-22-1995; THENCE WESTERLY, SOUTHWESTERLY, AND SOUTHEASTERLY, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, A VARIABLE WIDTH RIGHT OF WAY, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 72050-2546, LAST REVISED, 09-23-2013, RUN THE FOLLOWING NINE (9) COURSES AND DISTANCES: COURSE NO. 1: NORTH 87°05'45" WEST, 119.30 FEET; COURSE NO. 2: SOUTH 62°31'43" WEST, 432.26 FEET; COURSE NO. 3: SOUTH 54°50'49" WEST, 266.28 FEET; COURSE NO. 4: SOUTH 24°51'09" WEST, 36.89 FEET; COURSE NO. 5: SOUTH 22°20'02" EAST, 31.85 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 6: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 219.09 FEET, AN ARC DISTANCE OF 12.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 20°38'19" EAST, 12.96 FEET; COURSE NO. 7: SOUTH 72°13'03" WEST, 86.31 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; COURSE NO. 8: WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 38.22 FEET, AN ARC DISTANCE OF 44.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89°19'03" WEST, 41.69 FEET; COURSE NO. 9: SOUTH 57°36'32" WEST, 101.72 FEET, TO THE SOUTHWESTERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL "A-1" DESCRIBED AND RECORDED IN OFFICIAL RECORDS 5896, PAGE 1575, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE SOUTH 39°55'10" EAST, ALONG LAST SAID, 199.56 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 50°04'50" EAST, 145.45 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 24.50 FEET, AN ARC DISTANCE OF 38.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84°55'10" EAST, 34.65 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 39°55'10" EAST, 22.78 FEET; THENCE NORTH 54°50'51" EAST, 81.85 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 4.50 FEET, AN ARC DISTANCE OF 7.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 80°09'09" EAST, 6.36 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 35°09'09" EAST, 13.50 FEET; THENCE

NORTH 54°50'51" EAST, 351.88 FEET; THENCE SOUTH 34°57'29" EAST, 61.26 FEET; THENCE SOUTH 35°09'11" EAST, 35.18 FEET; THENCE SOUTH 31°48'26" EAST, 150.66 FEET; THENCE SOUTH 29°20'27" EAST, 65 FEET, MORE OR LESS, TO THE WATERS OF THE ST. JOHNS RIVER; THENCE SOUTHWESTERLY, ALONG SAID WATERS OF THE ST. JOHNS RIVER, AND THE MEANDERINGS THEREOF, 650 FEET, MORE OR LESS TO THE AFORESAID SOUTHWESTERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL "A-1" AND THE SOUTHEASTERLY PROJECTION THEREOF, SAID LINE BEARING SOUTH 39°55'10" EAST FROM THE POINT OF BEGINNING; THENCE NORTH 39°55'10" WEST, ALONG LAST SAID LINE, 408 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 4.3 ACRES, MORE OR LESS.

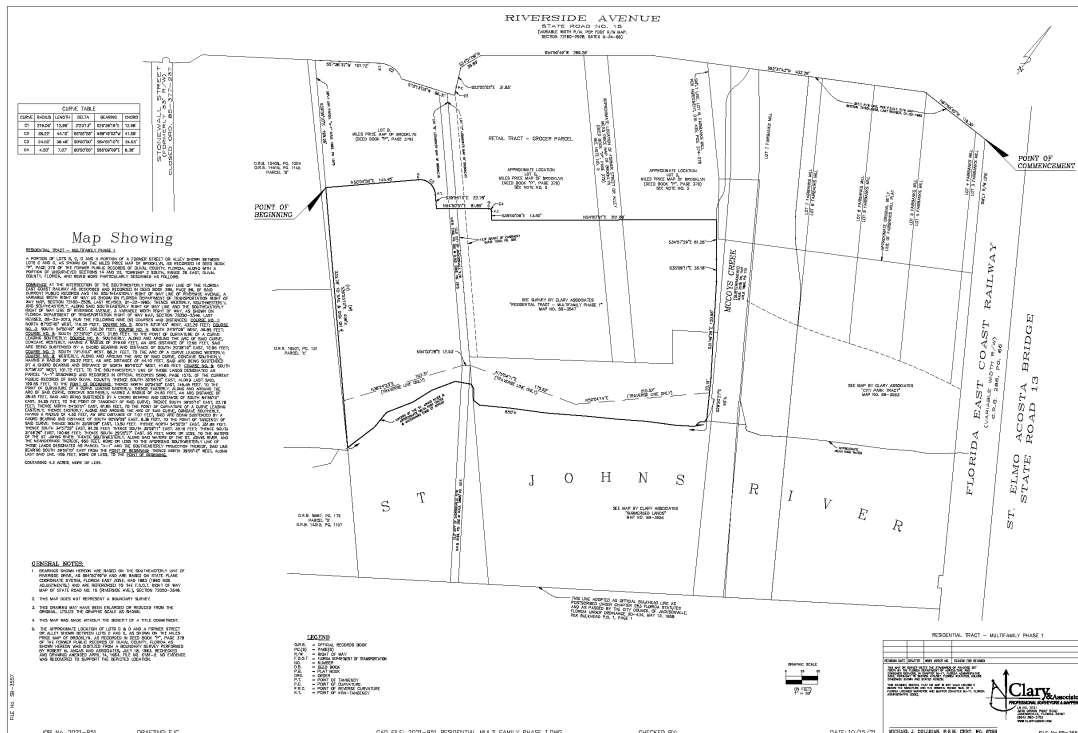


EXHIBIT S

Phase II Mixed-Use Component Parcel

The Phase II Mixed-Use Component Parcel as described below, inclusive of the Creek Parcel.

RESIDENTIAL TRACT - MULTIFAMILY PHASE 2 PARCEL A

A PORTION OF LOTS 7 & 8, FAIRBANKS MILL PROPERTY AS RECORDED IN DEED BOOK "C", S.P.M.W., PAGE 655 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF UNSURVEYED SECTION 14, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY AS DESCRIBED AND RECORDED IN DEED BOOK 286, PAGE 66, OF SAID CURRENT PUBLIC RECORDS AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, A VARIABLE WIDTH RIGHT OF WAY AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 72160-2528, LAST REVISED, 01-22-1995; THENCE NORTH 87°05'45" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, 119.30 FEET; THENCE SOUTH 62°31'43" WEST, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, 183.46 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 29°33'34" EAST, 207.00 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 309.00 FEET, AN ARC DISTANCE OF 66.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 35°41'16" EAST, 65.98 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°48'59" EAST, 51.26 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 91.00 FEET, AN ARC DISTANCE OF 19.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 35°41'16" EAST, 19.43 FEET, TO THE POINT OF TANGENCY OF SAID CURVE AND A POINT HEREAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE RETURN TO THE POINT OF BEGINNING AND RUN SOUTH 62°31'43" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, 78.81 FEET, TO THE NORTHEASTERLY LINE OF THOSE LANDS DESIGNATED PARCEL NO. 1 AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2578, PAGE 1107, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE SOUTHEASTERLY, NORTHEASTERLY AND SOUTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 35°23'37" EAST, 153.96 FEET; COURSE NO. 2: SOUTH 29°59'08" EAST, 299.35 FEET; COURSE NO. 3: NORTH 59°21'50" EAST, 0.88 FEET; COURSE NO. 4: SOUTH 30°05'00" EAST, 66.00 FEET; COURSE NO. 5: SOUTH 59°21'40" WEST, 1.19 FEET; COURSE NO. 6: SOUTH 31°05'01" EAST, 35 FEET, MORE OR LESS, TO THE WATERS OF THE ST. JOHNS RIVER; THENCE NORTHEASTERLY, ALONG THE WATERS OF THE ST. JOHNS RIVER, AND THE MEANDERINGS THEREOF, 90 FEET, MORE OR LESS, TO A LINE BEARING SOUTH 29°35'11" EAST FROM REFERENCE POINT "A"; THENCE NORTH 29°35'11" WEST, ALONG LAST SAID LINE, 220 FEET, MORE OR LESS, TO REFERENCE POINT "A" AND TO CLOSE.

CONTAINING 0.95 ACRES, MORE OR LESS.

RESIDENTIAL TRACT - MULTIFAMILY PHASE 2 PARCEL B

A PORTION OF LOTS 7 & 8, FAIRBANKS MILL PROPERTY AS RECORDED IN DEED BOOK "C", S.P.M.W., PAGE 655 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF LOT D, AS SHOWN ON THE MILES PRICE MAP OF BROOKLYN, AS RECORDED IN DEED BOOK "P", PAGE 379 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF UNSURVEYED SECTION 14, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY AS DESCRIBED AND RECORDED IN DEED BOOK 286, PAGE 66, OF SAID CURRENT PUBLIC RECORDS AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, A VARIABLE WIDTH RIGHT OF WAY AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 72160-2528, LAST REVISED, 01-22-1995; THENCE NORTH 87°05'45" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, 119.30 FEET; THENCE SOUTH 62°31'43" WEST, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, 306.93 FEET, TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESIGNATED PARCEL NO. 2 AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2578, PAGE 1107, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE SOUTH 35°19'23" EAST, ALONG LAST SAID LINE, 38.79 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY AND THE POINT OF BEGINNING; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 34.50 FEET, AN ARC DISTANCE OF 22.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°33'27" EAST, 22.28 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 34°23'52" EAST, 127.47 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 30.50 FEET, AN ARC DISTANCE OF 17.64 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°49'50" EAST, 17.39 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 49.50 FEET, AN ARC DISTANCE OF 29.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°12'29" EAST, 28.85 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 36°32'12" EAST, 8.63 FEET; THENCE SOUTH 34°57'29" EAST, 61.26 FEET; THENCE SOUTH 35°09'11" EAST, 35.18 FEET; THENCE SOUTH 31°48'26" EAST, 150.66 FEET, TO A POINT HEREAFTER REFERRED TO AS REFERENCE POINT "B"; THENCE RETURN TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY, SOUTHWESTERLY AND NORTHEASTERLY, ALONG SAID SOUTHWESTERLY LINE OF SAID LANDS DESIGNATED PARCEL NO. 2, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 35°19'23" EAST, 117.81 FEET; COURSE NO. 2: SOUTH 30°26'46" EAST, 297.98 FEET; COURSE NO. 3: SOUTH 59°20'32" WEST, 0.62 FEET; COURSE NO. 4: SOUTH 30°14'41" EAST, 66.00 FEET; COURSE NO. 5: NORTH 59°20'32" EAST, 3.05 FEET; COURSE NO. 6: SOUTH 29°04'55" EAST, 35 FEET, MORE OR LESS, TO THE WATERS OF THE ST. JOHNS RIVER; THENCE

SOUTHWESTERLY, ALONG THE WATERS OF THE ST. JOHNS RIVER, AND THE MEANDERINGS THEREOF, 15 FEET, MORE OR LESS, TO A LINE BEARING SOUTH 29°20'27" EAST FROM REFERENCE POINT "B"; THENCE NORTH 29°20'27" WEST, ALONG LAST SAID LINE, 65 FEET, MORE OR LESS, TO REFERENCE POINT "B" AND TO CLOSE.

CONTAINING 0.10 ACRES, MORE OR LESS.

The Phase II Parcel shall increase in size from 1.05 acres in aggregate to approximately 1.58 acres following conveyance of the Creek Parcel subject to terms of this Agreement.

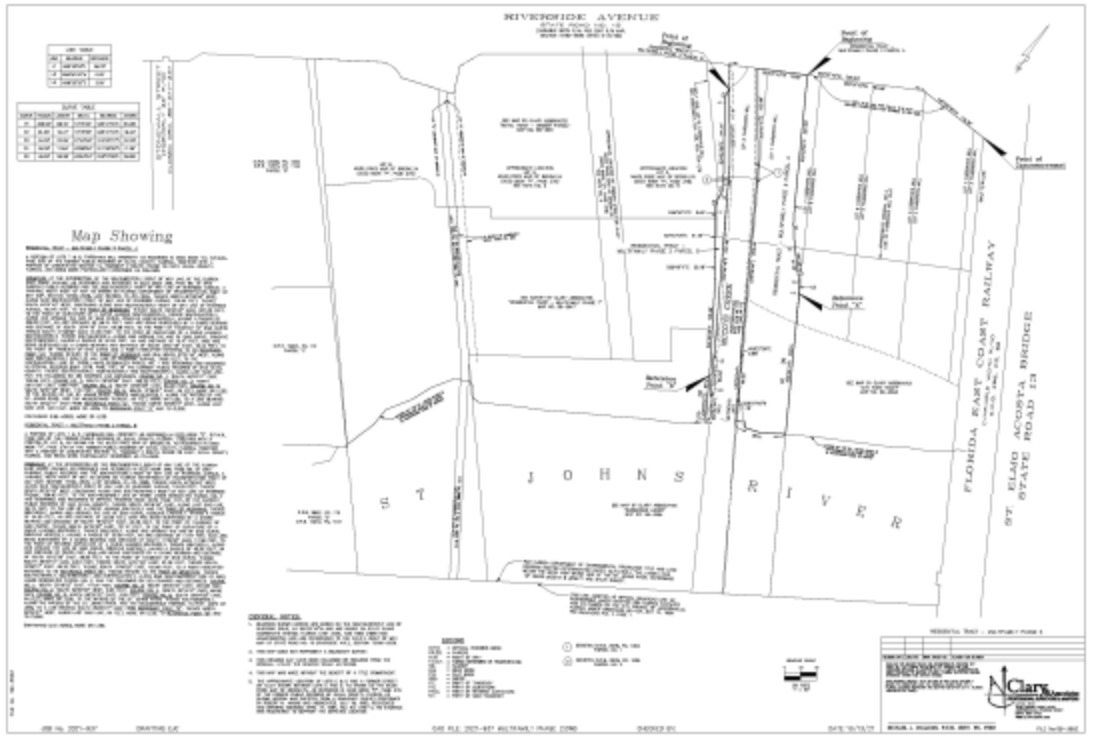


EXHIBIT T

**VEHICULAR AND PEDESTRIAN EASEMENT FROM DEVELOPER -
WESTERN**

Prepared by:
John C. Sawyer, Jr.
Assistant General Counsel
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

**NON-EXCLUSIVE PUBLIC VIEW AND PEDESTRIAN
ACCESS EASEMENT**

This NON-EXCLUSIVE PUBLIC VIEW AND PEDESTRIAN ACCESS EASEMENT (“Easement Agreement”) is made as of the ____ day of _____, 2021, by and between **FUQUA _____ LLC**, a _____ limited liability company, (“Grantor”) whose address is Fifteen Piedmont Center, 3575 Piedmont Rd., NE, Suite 800, Atlanta, GA 30305, and the **CITY OF JACKSONVILLE**, a body politic and municipal corporation existing under the laws of the State of Florida (“Grantee”), whose mailing address is c/o Downtown Investment Authority, 117 W. Duval Street, Suite 310, Jacksonville, Florida 32202.

RECITALS:

A. Grantor owns certain property described on **Exhibit A** attached hereto and made a part hereof (the “Easement Area”) on which Grantor intends to construct driveways, sidewalks and ancillary improvements extending from Riverside Avenue, as the same exists on the date of this Easement Agreement, (“Riverside Avenue”) to terminus points depicted on the site plan attached hereto as **Exhibit B**.

B. Grantee has requested, and Grantor has agreed to provide, non-exclusive easements for a public view and access corridor and pedestrian ingress, egress and passage over and across the Easement Area, extending from Riverside Avenue to the Northbank Riverwalk according to the terms and conditions more particularly set forth herein.

NOW, THEREFORE, in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement Rights.

(A) Negative Easement. Grantor hereby bargains, sells, grants and conveys unto Grantee, its successors and assigns, for the benefit of Grantee, its successors and assigns, and the general public, a perpetual, non-exclusive negative easement on, over and across the Easement Area pursuant to which Grantor covenants that no buildings, structures, landscaping, fill material or other improvements other than Permitted Improvements (as hereinafter defined) shall be constructed within the Easement Area that would cause any obstruction to the view and access corridor from Riverside Avenue, over, upon, through or across all of the Easement Area (including the entire width of the Easement Area), to the Northbank Riverwalk (collectively, "Prohibited Improvements"), and Grantor hereby relinquishes all rights to construct, erect, or install any Prohibited Improvements, and agrees that the Easement Area shall be a River View and Access Corridor as defined in Chapter 656, Part 3, Subpart H of the City of *Jacksonville Ordinance Code*. "Permitted Improvements" shall mean street lighting systems serving the Easement Area and adjacent land, including without limitation light poles and lamps; irrigation systems; directional and traffic signage; benches, trash receptacles and other similar amenities for pedestrians using the Easement Area, and any other improvements approved by the City of Jacksonville in its regulatory capacity.

(B) Access Easement. Grantor hereby bargains, sells, grants and conveys unto Grantee, its successors and assigns, for the use and benefit of Grantee, its successors and assigns, and the general public, a perpetual, non-exclusive easement on, over, through and across the Easement Area, for the purpose of pedestrian access, ingress, egress and passage.

2. Reserved Rights. Notwithstanding anything in this Agreement to the contrary or the foregoing grant of easement rights, Grantor, for itself and its successors and assigns, hereby reserves and retains the right, provided that the following are not exercised in a manner that would conflict with or be inconsistent with the grants, relinquishments and agreements made by Grantor herein, to (a) use, and to grant to others the right to use the Easement Area for any lawful purpose or use not inconsistent with the grants made herein, (b) grant additional easements and licenses to others over, across, and under the Easement Area, and (c) alter, modify or replace all or part of the sidewalks, driveways and other improvements permitted to be located within the Easement Area in such a manner which does not materially diminish or prevent the view and access corridor, access and use provided as of the date of this Easement Agreement.

3. Notices. Any notice required or permitted to be given pursuant to the terms of this Easement Agreement shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by an air courier service utilizing return receipts, only to the parties at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent) and such notices shall be deemed given and received for all purposes under this instrument and shall be effective only upon receipt or when delivery is attempted and refused.

To Grantor:

Fuqua Acquisitions II, LLC
Fifteen Piedmont Center
3575 Piedmont Rd. NE, Suite 800
Atlanta, Georgia 30305
Attn: Jeffrey S. Fuqua

With copies to:

Fuqua Acquisitions II, LLC
Fifteen Piedmont Center
3575 Piedmont Rd. NE, Suite 800
Atlanta, Georgia 30305
Attn: Heather Correa

Fuqua Acquisitions II, LLC
Fifteen Piedmont Center
3575 Piedmont Rd. NE, Suite 800
Atlanta, Georgia 30305
Attn: Heather Reynolds, Esq.

To Grantee:

City of Jacksonville
C/O Downtown Investment Authority
117 W. Duval Street, Suite 310
Jacksonville, Florida 32202
Attn: Lori Boyer
Email: boyerl@coj.net

With a copy to:

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

The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America, by at least ten (10) days written notice to the other party.

5. Attorneys Fees. If any lawsuit, arbitration or other legal proceeding (including, without limitation, any appellate proceeding) arises in connection with the interpretation or enforcement of this Easement Agreement, each party shall be responsible for its own costs and expenses, including reasonable attorneys' fees, charges and disbursements incurred in connection therewith, in preparation therefor and on appeal therefrom.

6. Miscellaneous. This Easement Agreement shall be construed under the laws of the State of Florida. Venue for any action for the interpretation or enforcement of this Easement Agreement shall lie only in Duval County, Florida. This Easement

Agreement may only be modified or supplemented in writing signed by the parties, or their heirs, successors and assigns, and any modification shall take effect only upon recordation of the signed instrument in the Public Records of Duval County, Florida

7. Beneficiaries. This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and enforceable by, and inure to the benefit of, Grantor, Grantee, and their respective successors and assigns, and shall be appurtenant to and binding upon the parcels of land described herein it being understood that the rights and obligations herein shall run with the title to such lands.

8. Waiver. WAIVER OF RIGHT TO TRIAL BY JURY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS EASEMENT AGREEMENT OR THE RELATIONSHIP OF THE PARTIES UNDER THIS EASEMENT AGREEMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION WITH THIS EASEMENT AGREEMENT.

[the remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

GRANTOR:

WITNESSES

FUQUA ACQUISITIONS II, LLC, a Georgia limited liability company

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print name: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as _____ of FUQUA ACQUISITIONS II, LLC, a Georgia limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public, State of
Printed Name:
Commission No.:
My commission expires:

[NOTARIAL SEAL]

GRANTEE:

CITY OF JACKSONVILLE, a body politic and corporate of the State of Florida

WITNESSES:

(Sign) _____
(Print) _____

(Sign) _____
(Print) _____

(Sign) _____
(Print) _____

(Sign) _____
(Print) _____

By: _____
Lenny Curry
Mayor

ATTEST:

By: _____
James R. McCain, Jr.
Corporation Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by Lenny Curry, Mayor, and James R. McCain, Jr., as Corporation Secretary, of the City of Jacksonville, Florida, a body politic and corporate of the State of Florida, on behalf of the City, who is personally known to me or has produced _____ as identification.

(SEAL)

Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____

EXHIBIT A

Easement Area

[To be inserted after confirmation by survey.]

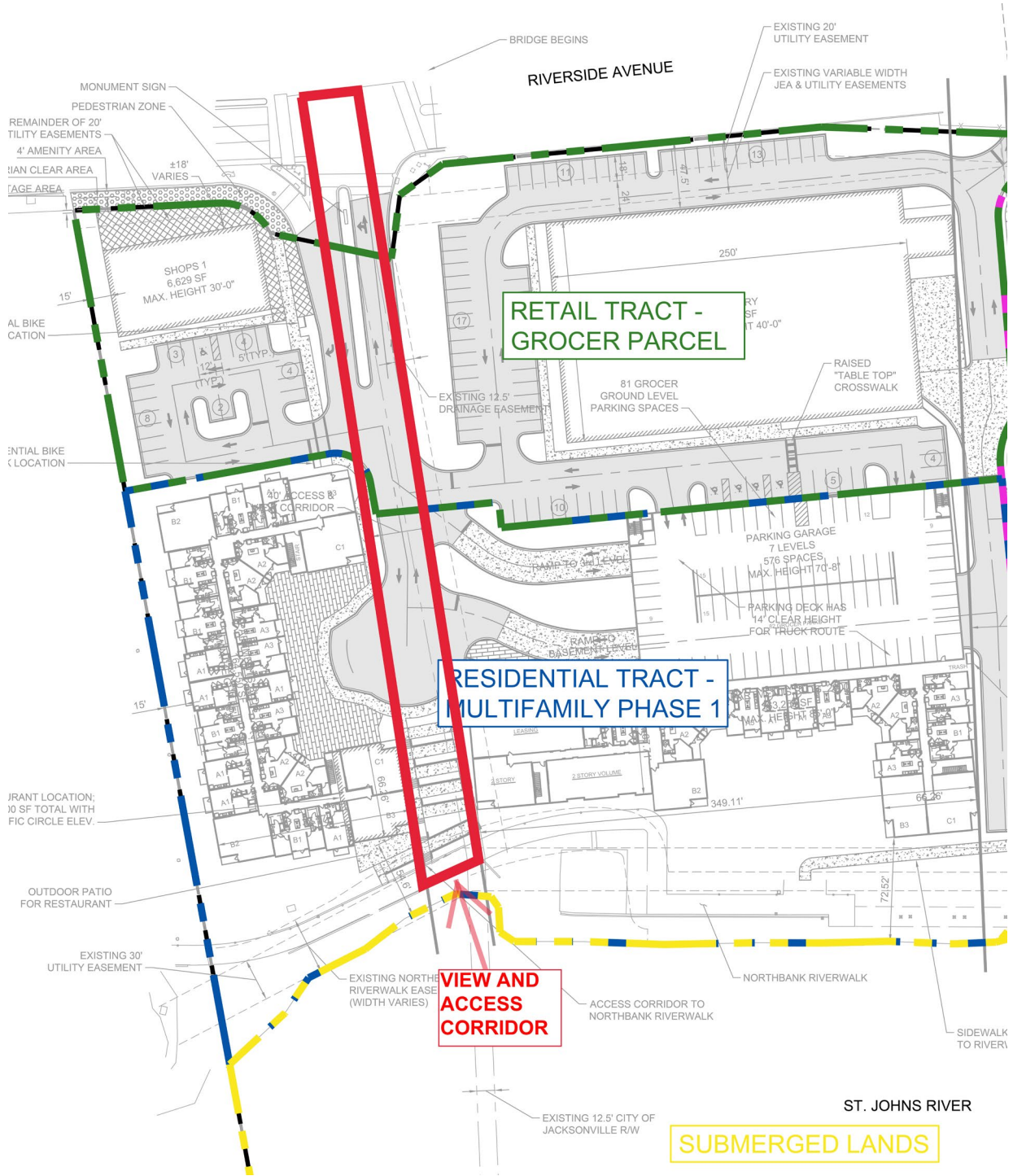
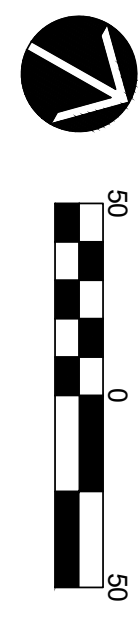
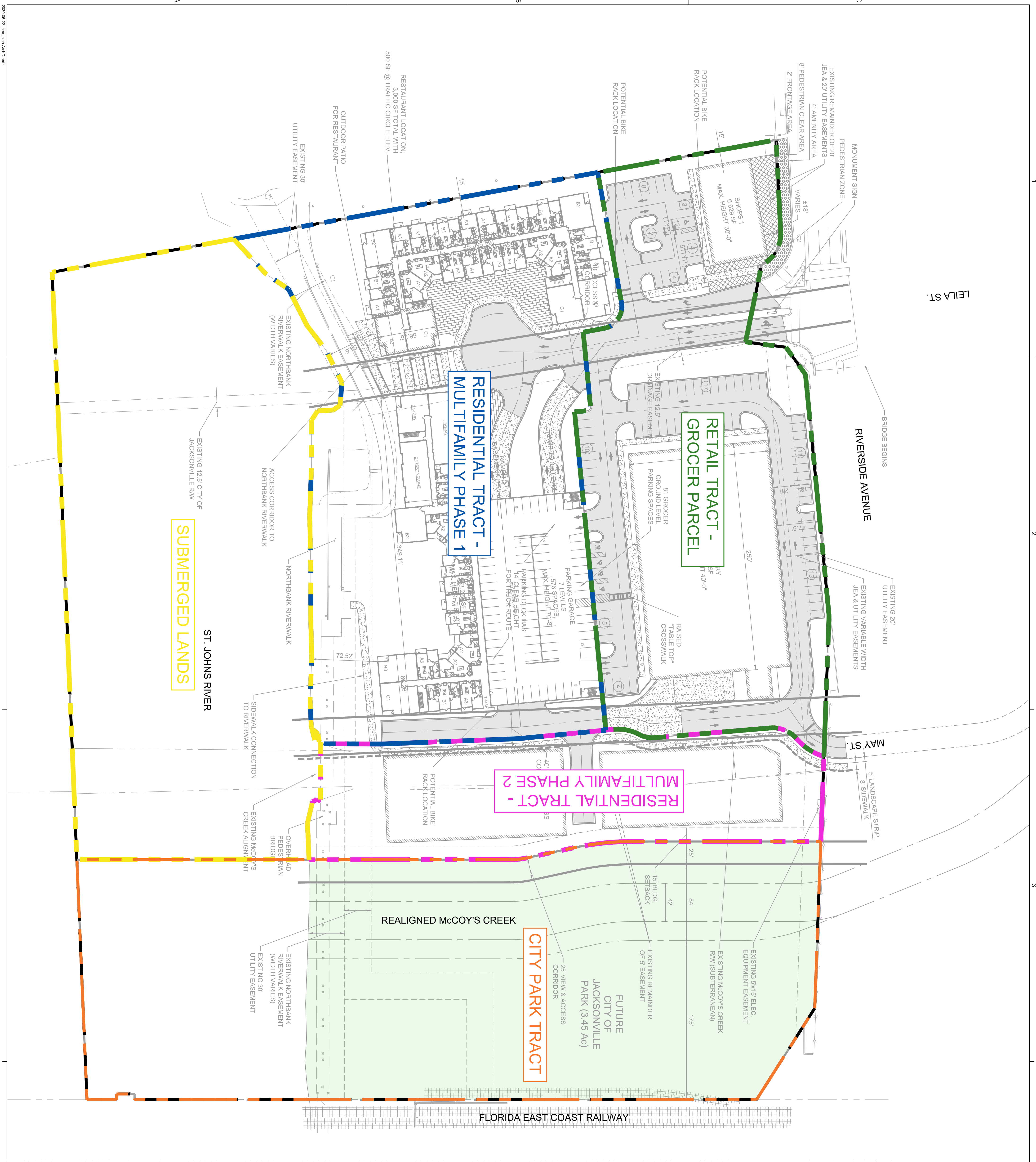


EXHIBIT B

Site Plan

[To be added]



LEGEND	
	ACCESS CORRIDOR TO RIVER
	PHASE LINE
	TRUCK COURT
	ASPHALT
	PEDESTRIAN COURT
	POTENTIAL URBAN OPEN SPACE AREAS
	PEDESTRIAN ZONE

NOTE:
 THE INTENDED USE FOR THIS PLAN IS TO OBTAIN CONCEPTUAL APPROVAL BY THE DOWNTOWN DEVELOPMENT REVIEW BOARD. HENCE IT SHOULD BE CONSIDERED CONCEPTUAL AND SUBJECT TO FINAL ENGINEERING AND PERMITTING APPROVAL.

ACOSTA BRIDGE FL-13

SITE DATA TABLE

ADDRESS	1 RIVERSIDE AVE. JACKSONVILLE, FL 32202
RE	088897 0000
CURRENT USE	OFFICE
ZONING	CCBD
OVERLAY DISTRICT	BROOKLYN
FUTURE LAND USE	CBD
FEMA FLOOD ZONE	AAE (PFE 5)
PHASES	2
NUMBER OF BUILDINGS	8
BUILDING HEIGHT RESTRICTION	A 50'-100' - 45' FROM RIVER B 100'-175' - 75' FROM RIVER C 175' + - UNLIMITED
PARCEL DATA	
PARCEL AREA	18.34 AC 100.00%
PROJECT AREA	18.34 AC 100.00%
SETBACKS	
FRONT	BUILDING SETBACK 10'
SIDE	NONE 15'
RIVER	50' 50'
PARKING	
SURFACE PARKING	REQUIRED PROVIDED
STANDARD SPACES	NONE 94
ADA ACCESSIBLE SPACES	NONE 5
TOTAL	NONE 99
BICYCLE PARKING	RES. 10 ONSITE 42 IN COMM. 10

PROSSER
 Creative / Visionaries. Engineering Minds.
 13901 Sutton Park Drive South, Suite 200
 Jacksonville, Florida 32224-0229
 904.739.3655
 www.prosserinc.com

Florida Certificate of Authorization Number: 00004050

TIMES UNION CENTER

DATE: AUGUST, 2021
 PROJECT NO.: 121049.01
 DESIGNED BY: MDM
 DRAWN BY: DPT
 SCALE: SEE PLAN

PARCEL & PHASING EXHIBIT

1 of 1
 SHEET

THIS DRAWING NOT RELEASED FOR CONSTRUCTION UNLESS SO NOTED ABOVE

SHEET TITLE

EXHIBIT U

**VEHICULAR AND PEDESTRIAN EASEMENT FROM DEVELOPER -
EASTERN**

Prepared by:
John C. Sawyer, Jr.
Assistant General Counsel
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

**NON-EXCLUSIVE PUBLIC VIEW AND PEDESTRIAN
ACCESS EASEMENT**

This NON-EXCLUSIVE PUBLIC VIEW AND PEDESTRIAN ACCESS EASEMENT (“Easement Agreement”) is made as of the ____ day of _____, 2021, by and between **FUQUA _____ LLC**, a _____ limited liability company, (“Grantor”) whose address is Fifteen Piedmont Center, 3575 Piedmont Rd., NE, Suite 800, Atlanta, GA 30305, and the **CITY OF JACKSONVILLE**, a body politic and municipal corporation existing under the laws of the State of Florida (“Grantee”), whose mailing address is c/o Downtown Investment Authority, 117 W. Duval Street, Suite 310, Jacksonville, Florida 32202.

RECITALS:

A. Grantor owns certain property described on **Exhibit A** attached hereto and made a part hereof (the “Easement Area”) on which Grantor intends to construct driveways, sidewalks and ancillary improvements extending from Riverside Avenue, as the same exists on the date of this Easement Agreement, (“Riverside Avenue”) to terminus points depicted on the site plan attached hereto as **Exhibit B**.

B. Grantee has requested, and Grantor has agreed to provide, non-exclusive easements for a public view and access corridor and pedestrian ingress, egress and passage over and across the Easement Area, extending from Riverside Avenue to the Northbank Riverwalk according to the terms and conditions more particularly set forth herein.

NOW, THEREFORE, in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement Rights.

(A) Negative Easement. Grantor hereby bargains, sells, grants and conveys unto Grantee, its successors and assigns, for the benefit of Grantee, its successors and assigns, and the general public, a perpetual, non-exclusive negative easement on, over and across the Easement Area pursuant to which Grantor covenants that no buildings, structures, landscaping, fill material or other improvements other than Permitted Improvements (as hereinafter defined) shall be constructed within the Easement Area that would cause any obstruction to the view and access corridor from Riverside Avenue, over, upon, through or across all of the Easement Area (including the entire width of the Easement Area), to the Northbank Riverwalk (collectively, "Prohibited Improvements"), and Grantor hereby relinquishes all rights to construct, erect, or install any Prohibited Improvements, and agrees that the Easement Area shall be a River View and Access Corridor as defined in Chapter 656, Part 3, Subpart H of the City of *Jacksonville Ordinance Code*. "Permitted Improvements" shall mean street lighting systems serving the Easement Area and adjacent land, including without limitation light poles and lamps; irrigation systems; directional and traffic signage; benches, trash receptacles and other similar amenities for pedestrians using the Easement Area, and any other improvements approved by the City of Jacksonville in its regulatory capacity.

(B) Access Easement. Grantor hereby bargains, sells, grants and conveys unto Grantee, its successors and assigns, for the use and benefit of Grantee, its successors and assigns, and the general public, a perpetual, non-exclusive easement on, over, through and across the Easement Area, for the purpose of pedestrian access, ingress, egress and passage.

2. Reserved Rights. Notwithstanding anything in this Agreement to the contrary or the foregoing grant of easement rights, Grantor, for itself and its successors and assigns, hereby reserves and retains the right, provided that the following are not exercised in a manner that would conflict with or be inconsistent with the grants, relinquishments and agreements made by Grantor herein, to (a) use, and to grant to others the right to use the Easement Area for any lawful purpose or use not inconsistent with the grants made herein, (b) grant additional easements and licenses to others over, across, and under the Easement Area, and (c) alter, modify or replace all or part of the sidewalks, driveways and other improvements permitted to be located within the Easement Area in such a manner which does not materially diminish or prevent the view and access corridor, access and use provided as of the date of this Easement Agreement.

3. Notices. Any notice required or permitted to be given pursuant to the terms of this Easement Agreement shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by an air courier service utilizing return receipts, only to the parties at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent) and such notices shall be deemed given and received for all purposes under this instrument and shall be effective only upon receipt or when delivery is attempted and refused.

To Grantor:

Fuqua Acquisitions II, LLC
Fifteen Piedmont Center
3575 Piedmont Rd. NE, Suite 800
Atlanta, Georgia 30305
Attn: Jeffrey S. Fuqua

With copies to:

Fuqua Acquisitions II, LLC
Fifteen Piedmont Center
3575 Piedmont Rd. NE, Suite 800
Atlanta, Georgia 30305
Attn: Heather Correa

Fuqua Acquisitions II, LLC
Fifteen Piedmont Center
3575 Piedmont Rd. NE, Suite 800
Atlanta, Georgia 30305
Attn: Heather Reynolds, Esq.

To Grantee:

City of Jacksonville
C/O Downtown Investment Authority
117 W. Duval Street, Suite 310
Jacksonville, Florida 32202
Attn: Lori Boyer
Email: boyerl@coj.net

With a copy to:

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

The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America, by at least ten (10) days written notice to the other party.

5. Attorneys Fees. If any lawsuit, arbitration or other legal proceeding (including, without limitation, any appellate proceeding) arises in connection with the interpretation or enforcement of this Easement Agreement, each party shall be responsible for its own costs and expenses, including reasonable attorneys' fees, charges and disbursements incurred in connection therewith, in preparation therefor and on appeal therefrom.

6. Miscellaneous. This Easement Agreement shall be construed under the laws of the State of Florida. Venue for any action for the interpretation or enforcement of this Easement Agreement shall lie only in Duval County, Florida. This Easement

Agreement may only be modified or supplemented in writing signed by the parties, or their heirs, successors and assigns, and any modification shall take effect only upon recordation of the signed instrument in the Public Records of Duval County, Florida

7. Beneficiaries. This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and enforceable by, and inure to the benefit of, Grantor, Grantee, and their respective successors and assigns, and shall be appurtenant to and binding upon the parcels of land described herein it being understood that the rights and obligations herein shall run with the title to such lands.

8. Waiver. WAIVER OF RIGHT TO TRIAL BY JURY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS EASEMENT AGREEMENT OR THE RELATIONSHIP OF THE PARTIES UNDER THIS EASEMENT AGREEMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION WITH THIS EASEMENT AGREEMENT.

[the remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

GRANTOR:

WITNESSES

FUQUA ACQUISITIONS II, LLC, a Georgia limited liability company

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print name: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as _____ of FUQUA ACQUISITIONS II, LLC, a Georgia limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public, State of
Printed Name:
Commission No.:
My commission expires:

[NOTARIAL SEAL]

GRANTEE:

CITY OF JACKSONVILLE, a body politic and corporate of the State of Florida

WITNESSES:

(Sign) _____
(Print) _____

(Sign) _____
(Print) _____

(Sign) _____
(Print) _____

(Sign) _____
(Print) _____

By: _____
Lenny Curry
Mayor

ATTEST:

By: _____
James R. McCain, Jr.
Corporation Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by Lenny Curry, Mayor, and James R. McCain, Jr., as Corporation Secretary, of the City of Jacksonville, Florida, a body politic and corporate of the State of Florida, on behalf of the City, who is personally known to me or has produced _____ as identification.

(SEAL)

Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____

EXHIBIT A

Easement Area

[To be inserted after confirmation by survey.]

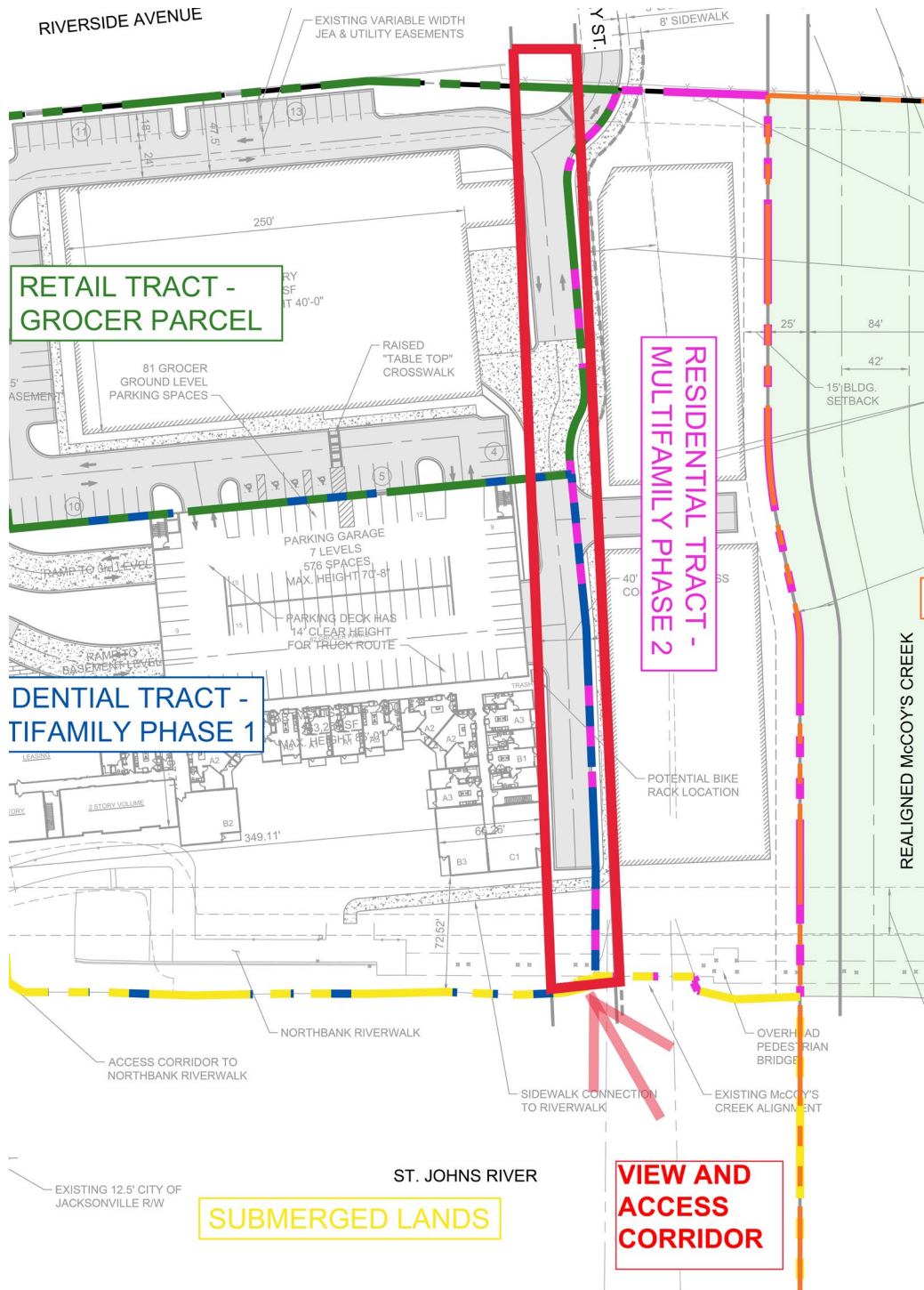
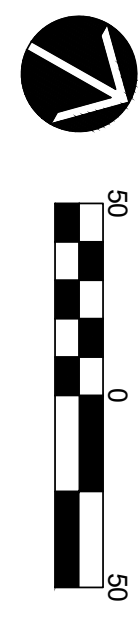
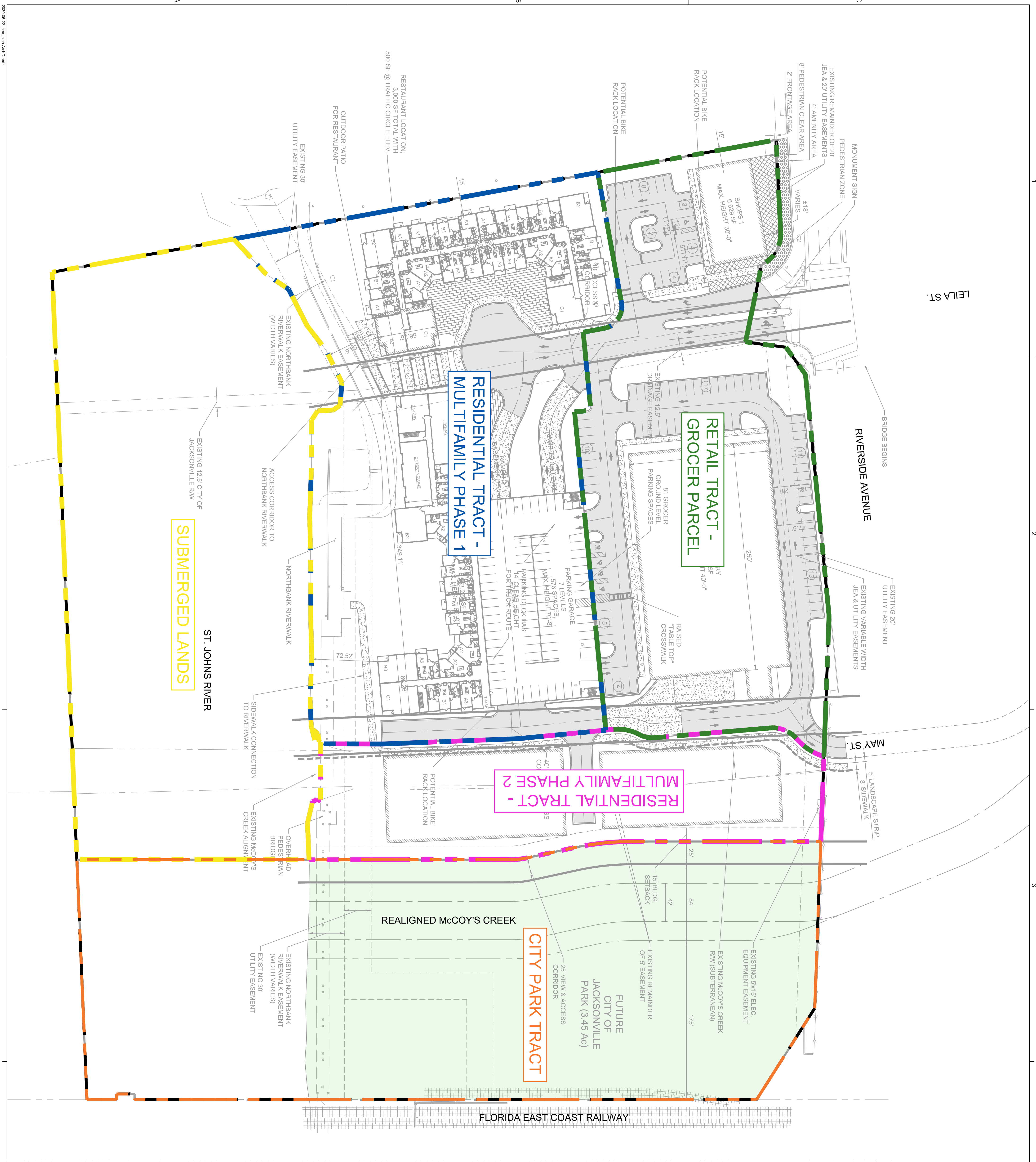


EXHIBIT B

Site Plan

[To be added]



LEGEND	
	ACCESS CORRIDOR TO RIVER
	PHASE LINE
	TRUCK COURT
	ASPHALT
	PEDESTRIAN COURT
	POTENTIAL URBAN OPEN SPACE AREAS
	PEDESTRIAN ZONE

NOTE:
 THE INTENDED USE FOR THIS PLAN IS TO OBTAIN CONCEPTUAL APPROVAL BY THE DOWNTOWN DEVELOPMENT REVIEW BOARD. HENCE IT SHOULD BE CONSIDERED CONCEPTUAL AND SUBJECT TO FINAL ENGINEERING AND PERMITTING APPROVAL.

ACOSTA BRIDGE FL-13

SITE DATA TABLE

ADDRESS	1 RIVERSIDE AVE. JACKSONVILLE, FL 32202
RE	088897 0000
CURRENT USE	OFFICE
ZONING	CCBD
OVERLAY DISTRICT	BROOKLYN
FUTURE LAND USE	CBD
FEMA FLOOD ZONE	AAE (PFE 5)
PHASES	2
NUMBER OF BUILDINGS	8
BUILDING HEIGHT RESTRICTION	A 50'-100' - 45' FROM RIVER B 100'-175' - 75' FROM RIVER C 175' + - UNLIMITED
PARCEL DATA	
PARCEL AREA	18.34 AC 100.00%
PROJECT AREA	18.34 AC 100.00%
SETBACKS	
FRONT	BUILDING SETBACK 10'
SIDE	NONE 15'
RIVER	50' 50'
PARKING	
SURFACE PARKING	REQUIRED PROVIDED
STANDARD SPACES	NONE 94
ADA ACCESSIBLE SPACES	NONE 5
TOTAL	NONE 99
BICYCLE PARKING	RES. 10 ONSITE 42 IN COMM. 10

PROSSER
 Creative / Visionaries. Engineering Minds.
 13011 Sutton Park Drive South, Suite 200
 Jacksonville, Florida 32224-0229
 904.739.3655
 www.prosserinc.com

Florida Certificate of Authorization Number: 00004050

TIMES UNION CENTER

PARCEL & PHASING EXHIBIT

DATE:	AUGUST, 2021	
PROJECT NO.:	121049.01	
DESIGNED BY:	MDM	
DRAWN BY:	DPT	
SCALE:	SEE PLAN	
No.	Date	Revision

THIS DRAWING NOT RELEASED FOR CONSTRUCTION UNLESS SO NOTED ABOVE

EXHIBIT V

JSEB Reporting Form

Business:

Goal: \$

Contact: _____

Date: _____

Date Contract Awarded	Contractor Name	Ethnicity (1)	Scope of Work (2)	Contract Amount	Amount Paid to Date	% of Work Completed to Date
		(1) AA – African American	(2) Examples: Masonry			
		HANA – Hispanic, Asian, Native American	Painting			
		WBE – Women	Site Clearing			
		C - Caucasian	Electrical			

EXHIBIT W

Annual Survey

(Page 1 of 2)

Annual Survey



Send completed form to:
Downtown Investment Authority
Attn: Contract and Regulatory Compliance
117 West Duval Street, Suite 310
Jacksonville, Florida 32202

Fax: (904) 255-5309
Email: Jcrescimbeni@coj.net

**Year 1
Annual Survey 20__**

Please complete the form below as it relates to the project for which you may be entitled to receive DIA or State assistance. Should you have any questions, please call John Crescimbeni, Contract and Regulatory Compliance Manger, at (904) 255-5306.

Company Name: _____

Mailing Address: _____

Primary Contact Name: _____

Primary Contact Title: _____

Phone: _____ Email: _____

Signature: _____ Date of Report: _____

Print Name: _____ Title: _____

As of December 31, 202__:

I. CAPITAL INVESTMENT INFORMATION

Project Land Costs	[3] \$
Project Structure Costs	[4] \$
Project Equipment Costs	[5] \$
Other Costs	[6] \$
Total Project Costs (sum [3] through [6])	\$

EXHIBIT W (Cont.)

Annual Survey

(Page 2 of 2)

II. Assessed Property Value

Assessed Value of Property on 202__ Duval County Property Tax Bill:	
Real Property	[7] \$
Personal Property	[8] \$
Total Assessed Value (sum [7] & [8])	\$
Amount of Taxes Paid: \$	Date Taxes Paid:

III. PLEASE PROVIDE A BRIEF DESCRIPTION OF THE STATUS OF THE PROJECT INCLUDING PERCENTAGE OF COMPLETION AND CAPITAL INVESTMENT TO DATE.

EXHIBIT X

ASSIGNMENT AND ASSUMPTION AGREEMENT

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“**Assignment**”) is made and entered into as of the ___ day of _____, 202__ by _____, a _____ (“**Assignor**”), and _____, a _____ (“**Assignee**”).

A. This Assignment is executed and delivered pursuant to that certain Real Estate Sale Agreement dated effective as of _____, 2021, between Assignor and _____, a _____ limited liability company (“**Contract Buyer**,” Contract Buyer having assigned its rights thereunder to Assignee) (as amended and assigned, the “**Contract**”). Any term used herein with an initial capital letter that is not assigned a meaning herein shall have the meaning assigned to such term in the Contract

B. Assignor has conveyed to Assignee real property described on **Exhibit A** (the “**Real Property**”).

C. In connection with the conveyance, Assignor desires to transfer and assign to Assignee, to the extent assignable, all of Assignor's right, title and interest, if any, in and to all the rights, governmental permits, licenses, certificates of occupancy, and authorizations relating to the development, construction, ownership, and operation solely of the Real Property (but not including any adjacent land owned by Assignor) (the “**Adjacent Land**”), including, without limitation, all of the right, title and interest of Seller in and to all plans and specifications, drawings, designs, reports, studies, entitlements, “fair share” and concurrency rights, agreements, permits, governmental approvals, mitigation credits, impact fee credits, water quality compensatory credits or other mitigation-related rights and/or any and all other personal property and intangibles (collectively, the “**Intangible Property**”) related solely to the ownership or development of the Real Property (but not including the Adjacent Land).

D. By Ordinance 2021-_____, the Jacksonville City Council authorized the Mayor of the City of Jacksonville to execute that certain Redevelopment Agreement among the City of Jacksonville (“**City**”), the Downtown Investment Authority (“**DIA**”) and Assignor dated _____ (as amended from time to time, the “**Redevelopment Agreement**”) providing for, *inter alia*, the design and construction on the Real Property of no fewer than ___ (collectively, the “**Real Property Improvements**”); authorizing a 75% twenty (20) year Recaptured Enhanced Value (REV) Grant in the maximum amount not to exceed \$ _____ (the “**REV Grant**”); and authorizing a forgivable loan of up to 50% of the cost to complete the Restaurant, not to exceed \$750,000 (the “**Forgivable Loan**”)¹; all subject to a minimum capital investment of \$ _____ (the “**Minimum Capital Investment**”) and compliance with a construction schedule, reporting obligations,

¹ Applicable to Phase I Residential only

indemnity obligations, insurance obligations, and certain other obligations as more particularly set forth in the Redevelopment Agreement (collectively, the “**Obligations**”).

E. By Resolution 21-____, the DIA allocated to Assignor development rights for use on the Real Property from the _____ Entitlements contained in the Future Land Use Element of the City of Jacksonville 2030 Comprehensive Plan as follows: (i) ___ multi-family units; and (ii) ___ square feet of commercial/retail (collectively, the “**Development Rights**”).

F. [NOTE TO DRAFT: Add any “Water Quality Compensatory Credits” or “Mobility Fee Credits” as may be directly allocated to the Real Property in the Redevelopment Agreement or other related agreement]

G. Assignor may assign its rights and obligations related to the REV Grant, Forgivable Loan and Development Rights in accordance with the terms of the Redevelopment Agreement.

In consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid to Assignor by Assignee, the premises, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged by Assignor and Assignee, Assignor and Assignee covenant and agree as follows:

1. Assignment. Assignor unconditionally and absolutely assigns, transfers, sets over and conveys to Assignee, all of Assignor's right, title and interest, if any, in and to all the Intangible Property, the REV Grant, the Forgivable Loan and the Development Rights.

2. Acceptance. Assignee accepts the Intangible Property, the REV Grant, the Forgivable Loan and the Development Rights and hereby expressly assumes all of Assignor's obligations with respect thereto from and after the date hereof.

3. Performance. Assignee agrees to timely perform and comply with all of the terms, covenants and conditions of the Redevelopment Agreement required to be performed with respect to the Real Property, the Real Property Improvements, the REV Grant, the Forgivable Loan and the Development Rights, including but not limited to the Obligations (collectively, the “**Development Obligations**”) arising on or after the date hereof. Assignor agrees to perform all of the Development Obligations arising prior to the date hereof.

4. JSEB Program. Pursuant to Section 16.1 of the Redevelopment Agreement, Developer must enter into contracts, or cause its contractors to enter into contracts, with certified Jacksonville Small and Emerging Businesses (“**JSEBs**”) to provide materials or services in an aggregate amount of not less than \$6,318,828 (the “**JSEB Obligation**”). Assignee agrees to submit JSEB reports regarding the use of JSEBs and to satisfy a proportionate share of the JSEB Obligation in the amount of [\$____], which proportionate share is computed by multiplying the total JSEB Obligation by a fraction, the numerator of which is _____ and the denominator of which is _____.

5. Indemnity. Assignee hereby agrees to indemnify and hold harmless Assignor from and against any and all claims, costs, losses, damages, expenses and liabilities (including attorneys' fees and expenses) arising out of the failure of Assignee to perform the Development Obligations

from and after the date hereof, and Assignor agrees to indemnify, defend and hold Assignee harmless from all claims, damages and expenses (including attorney's fees and expenses) arising out of the failure of Assignor to perform the Development Obligations prior to the date hereof.

6. Successors. All future transfers and assignments of the Redevelopment Agreement or any rights, interests or obligations thereunder, including without limitation the Development Rights and Development Obligations, are subject to the transfer and assignment provisions of the Redevelopment Agreement. This Assignment will inure to the benefit of and be binding on Assignor and Assignee and their respective permitted successors and assigns.

7. Third Party Beneficiaries. Assignor and Assignee agree that the DIA and the City are express third party beneficiaries of this Assignment and each expressly have the right to enforce the Redevelopment Agreement directly against the Assignee with respect to any and all of the Development Obligations.

8. Assignor Release. Assignor acknowledges and agrees that as of the date hereof it hereby releases any and all claims, whether known or unknown, now or in the future, that it may have against the DIA or the City with respect to the REV Grant, the Forgivable Loan and/or the Development Rights.

9. Assignee Bound. Assignee hereby acknowledges that it has received and reviewed a copy of the Redevelopment Agreement and acknowledges and agrees that: (i) Assignee has joined and become a party to the Redevelopment Agreement as indicated by its signature below; and (ii) Assignee is bound to the DIA and the City with respect to the Development Obligations as if it were a party to the Agreement as of the Effective Date (as such term is defined in the Redevelopment Agreement).

7. Miscellaneous. This Assignment may be executed in counterparts, each of which will be deemed an original and all of such counterparts together will constitute one and the same Assignment. This Assignment shall be governed by, and construed under, the laws of the State of Florida. The exhibits attached to this Assignment are hereby incorporated herein by reference thereto.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

[SIGNATURE PAGE TO ASSIGNMENT OF SELLER'S
INTEREST IN DEVELOPMENT ENTITLEMENTS]

Assignor and Assignee have executed this Assignment under seal as of the day and year
written on the first page of this Assignment.

ASSIGNOR:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURE PAGE TO ASSIGNMENT OF SELLER'S
INTEREST IN DEVELOPMENT ENTITLEMENTS]

ASSIGNEE:

CONSENT

By its execution below, the DIA expressly consents to Assignor's assignment to Assignee of the Assignor's right, title and interest to the REV Grant, the Forgivable Loan and the Development Rights pursuant and subject to the terms of this Assignment. This consent is expressly limited to the assignment by Assignee pursuant to this Assignment and shall not be deemed to be the consent to or authorization for any further or other assignment. Nothing contained in this Assignment shall be construed as modifying, waiving or affecting any of the provisions, covenants, terms or conditions or any of the DIA's or the City's rights or remedies under the Redevelopment Agreement. The parties hereby acknowledge that the DIA's consent to this Assignment does not waive any rights the DIA or the City may have against Assignor, and Assignor shall remain fully bound by and subject to the terms, conditions and covenants set forth in the Redevelopment Agreement, and the DIA and the City may continue to look to Assignor to enforce all of the terms and conditions of the Redevelopment Agreement as if the assignment contemplated hereby had not occurred.

WITNESSES:

DOWNTOWN INVESTMENT AUTHORITY,
a community redevelopment agency

By: _____
Name: _____

By: _____
Its: _____
Title: _____

Form Approved:

Office of General Counsel

By: _____

EXHIBIT Y

Pedestrian Access Easement

Prepared by:
John C. Sawyer, Jr.
Assistant General Counsel
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

NON-EXCLUSIVE PEDESTRIAN ACCESS EASEMENT

This NON-EXCLUSIVE PEDESTRIAN ACCESS EASEMENT (“Easement Agreement”) is made as of the ____ day of _____, 2021, by and between **FUQUA _____ LLC**, a _____ limited liability company, (“Grantor”) whose address is Fifteen Piedmont Center, 3575 Piedmont Rd., NE, Suite 800, Atlanta, GA 30305, and the **CITY OF JACKSONVILLE**, a body politic and municipal corporation existing under the laws of the State of Florida (“Grantee”), whose mailing address is c/o Downtown Investment Authority, 117 W. Duval Street, Suite 310, Jacksonville, Florida 32202.

RECITALS:

A. Grantor owns certain property described on **Exhibit A** attached hereto and made a part hereof (the “Grantor Parcel”) on which Grantor intends to construct certain consistent with the site plan attached hereto as **Exhibit B**.

B. City owns that certain parcel of land described in Exhibit C attached hereto and made a part hereof (the “Benefitted Parcel”), which lies along the easterly border of the Grantor Parcel, separated by McCoy’s Creek.

C. Grantee has requested, and Grantor has agreed to provide, non-exclusive easements for pedestrian ingress, egress and passage over and across a portion of the Grantor Parcel, as set forth on **Exhibit D** attached hereto and incorporated herein by this reference (the “Easement Area”) to benefit the Benefitted Parcel, according to the terms and conditions more particularly set forth herein.

NOW, THEREFORE, in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement Rights. Grantor hereby bargains, sells, grants and conveys unto Grantee, its successors and assigns, for the use and benefit of Grantee, its successors and assigns, and the general public, a perpetual, non-exclusive easement on, over, through and across the Easement Area, for the purpose of pedestrian access, ingress, egress and passage.

2. Reserved Rights. Notwithstanding anything in this Agreement to the contrary or the foregoing grant of easement rights, Grantor, for itself and its successors and assigns, hereby reserves and retains the right, provided that the following are not exercised in a manner that would conflict with or be inconsistent with the grants, relinquishments and agreements made by Grantor herein, to (a) use, and to grant to others the right to use the Easement Area for any lawful purpose or use not inconsistent with the grants made herein, (b) grant additional easements and licenses to others over, across, and under the Easement Area, and (c) alter, modify or replace all or part of the sidewalks, driveways and other improvements permitted to be located within the Easement Area in such a manner which does not materially diminish or prevent the view and access corridor, access and use provided as of the date of this Easement Agreement.

3. Notices. Any notice required or permitted to be given pursuant to the terms of this Easement Agreement shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by an air courier service utilizing return receipts, only to the parties at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent) and such notices shall be deemed given and received for all purposes under this instrument and shall be effective only upon receipt or when delivery is attempted and refused.

To Grantor:

Fuqua Acquisitions II, LLC
Fifteen Piedmont Center
3575 Piedmont Rd. NE, Suite 800
Atlanta, Georgia 30305
Attn: Jeffrey S. Fuqua

With copies to:

Fuqua Acquisitions II, LLC
Fifteen Piedmont Center
3575 Piedmont Rd. NE, Suite 800
Atlanta, Georgia 30305
Attn: Heather Correa

Fuqua Acquisitions II, LLC
Fifteen Piedmont Center
3575 Piedmont Rd. NE, Suite 800
Atlanta, Georgia 30305
Attn: Heather Reynolds, Esq.

To Grantee: City of Jacksonville
C/O Downtown Investment Authority
117 W. Duval Street, Suite 310
Jacksonville, Florida 32202
Attn: Lori Boyer
Email: boyerl@coj.net

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

The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America, by at least ten (10) days written notice to the other party.

4. Attorneys Fees. If any lawsuit, arbitration or other legal proceeding (including, without limitation, any appellate proceeding) arises in connection with the interpretation or enforcement of this Easement Agreement, each party shall be responsible for its own costs and expenses, including reasonable attorneys' fees, charges and disbursements incurred in connection therewith, in preparation therefor and on appeal therefrom.

5. Miscellaneous. This Easement Agreement shall be construed under the laws of the State of Florida. Venue for any action for the interpretation or enforcement of this Easement Agreement shall lie only in Duval County, Florida. This Easement Agreement may only be modified or supplemented in writing signed by the parties, or their heirs, successors and assigns, and any modification shall take effect only upon recordation of the signed instrument in the Public Records of Duval County, Florida

6. Beneficiaries. This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and enforceable by, and inure to the benefit of, Grantor, Grantee, and their respective successors and assigns, and shall be appurtenant to and binding upon the parcels of land described herein it being understood that the rights and obligations herein shall run with the title to such lands.

7. Waiver. WAIVER OF RIGHT TO TRIAL BY JURY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS EASEMENT AGREEMENT OR THE RELATIONSHIP OF THE PARTIES UNDER THIS EASEMENT AGREEMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION WITH THIS EASEMENT AGREEMENT.

[the remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

GRANTOR:

WITNESSES

FUQUA ACQUISITIONS II, LLC, a Georgia limited liability company

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print name: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as _____ of FUQUA ACQUISITIONS II, LLC, a Georgia limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public, State of
Printed Name:
Commission No.:
My commission expires:

[NOTARIAL SEAL]

GRANTEE:

CITY OF JACKSONVILLE, a body politic and corporate of the State of Florida

WITNESSES:

(Sign) _____
(Print) _____

(Sign) _____
(Print) _____

(Sign) _____
(Print) _____

(Sign) _____
(Print) _____

By: _____
Lenny Curry
Mayor

ATTEST:

By: _____
James R. McCain, Jr.
Corporation Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by Lenny Curry, Mayor, and James R. McCain, Jr., as Corporation Secretary, of the City of Jacksonville, Florida, a body politic and corporate of the State of Florida, on behalf of the City, who is personally known to me or has produced _____ as identification.

(SEAL)

Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____

EXHIBIT A

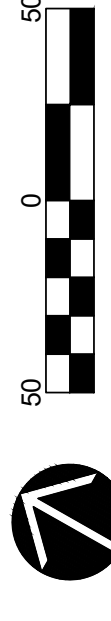
Grantor Parcel

A portion of the Project Parcel as depicted in EXHIBIT B.

EXHIBIT B

Site Plan

[To be added]



LEGEND	
	ACCESS CORRIDOR TO RIVER
	PHASE LINE
	TRUCK COURT
	ASPHALT
	PEDESTRIAN COURT
	POTENTIAL URBAN OPEN SPACE AREAS
	PEDESTRIAN ZONE

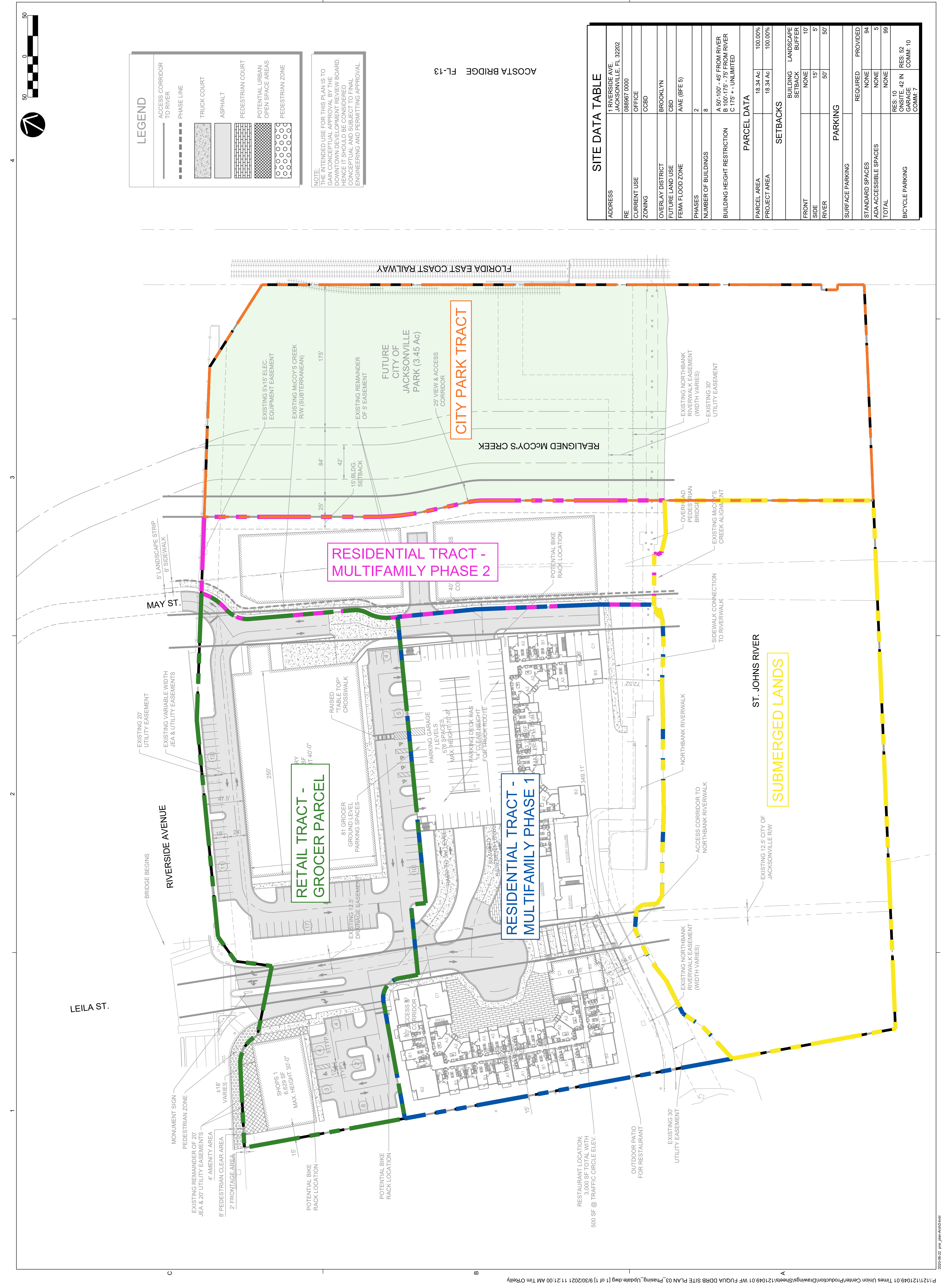
NOTE: INTENDED USE FOR THIS PLAN IS TO OBTAIN CONCEPTUAL APPROVAL BY THE DOWNTOWN DEVELOPMENT REVIEW BOARD. HENCE IT SHOULD BE CONSIDERED CONCEPTUAL AND SUBJECT TO FINAL ENGINEERING AND PERMITTING APPROVAL.

ACOSTA BRIDGE FL-13

SITE DATA TABLE	
ADDRESS	1 RIVERSIDE AVE. JACKSONVILLE, FL 32202
RE	088967 0000
CURRENT USE	OFFICE
ZONING	CCBD
OVERLAY DISTRICT	BROOKLYN
FUTURE LAND USE	CBD
FEMA FLOOD ZONE	AAE (BFE 5)
PHASES	2
NUMBER OF BUILDINGS	8
BUILDING HEIGHT RESTRICTION	A 50'-100' - 45' FROM RIVER B 100'-175' - 75' FROM RIVER C 175' + - UNLIMITED
PARCEL DATA	
PARCEL AREA	18.34 Ac 100.00%
PROJECT AREA	18.34 Ac 100.00%
SETBACKS	
FRONT	NONE
SIDE	15'
RIVER	50'
PARKING	
SURFACE PARKING	REQUIRED
STANDARD SPACES	NONE
ADA ACCESSIBLE SPACES	NONE
TOTAL	NONE
BICYCLE PARKING	RES: 10 ONSITE, 42 IN GARAGE COMM: 7
LANDSCAPE BUFFER	PROVIDED
BUILDING SETBACK	NONE
LANDSCAPE BUFFER	5
LANDSCAPE BUFFER	5
LANDSCAPE BUFFER	99
LANDSCAPE BUFFER	RES: 52 COMM: 10

THIS DRAWING NOT RELEASED FOR CONSTRUCTION UNLESS SO NOTED ABOVE

SHEET TITLE



RETAIL TRACT -
GROCKER PARCEL

RESIDENTIAL TRACT -
MULTIFAMILY PHASE 1

RESIDENTIAL TRACT -
MULTIFAMILY PHASE 2

CITY PARK TRACT

SUBMERGED LANDS

RESTAURANT LOCATION:
3,000 SF TOTAL WITH
500 SF @ TRAFFIC CIRCLE ELEV.

EXHIBIT C

Benefitted Parcel

[Description to be added after confirmation by survey]

SCAPE STRIP
DEWALK

RESIDENTIAL TRACT -

TIAL BIKE
LOCATION

OVERHEAD
PEDESTRIAN
BRIDGE

EXISTING McCOY'S
CREEK ALIGNMENT

EXISTING 5'x15' ELEC.
EQUIPMENT EASEMENT

EXISTING McCOY'S CREEK
R/W (SUBTERRANEAN)

25'

84'

175'

15' BLDG.
SETBACK

42'

EXISTING REMAINDER
OF 5' EASEMENT

FUTURE
CITY OF
JACKSONVILLE
PARK (3.45 Ac)

25' VIEW & ACCESS
CORRIDOR

CITY PARK TRACT

REALIGNED McCOY'S CREEK

FLORIDA EAST COAST RAILWAY

EXISTING NORTHBANK
RIVERWALK EASEMENT
(WIDTH VARIES)

EXISTING 30'
UTILITY EASEMENT

EXHIBIT D

Easement Area

[Description to be added after confirmation by survey]

EXISTING VARIABLE WIDTH
JEA & UTILITY EASEMENTS

AY ST.
5' LANDSCAPE STRIP
8' SIDEWALK

TRACT -
ARCEL

RY
SF
FT 40'-0"

RAISED
"TABLE TOP"
CROSSWALK

ROCKER
LEVEL
SPACES

PARKING GARAGE
7 LEVELS

576 SPACES
MAX. HEIGHT 70'-8"

PARKING DECK HAS
14' CLEAR HEIGHT
FOR HOOK ROUTE

TRACT -
PHASE 1

RESIDENTIAL TRACT -
MULTIFAMILY PHASE 2

POTENTIAL BIKE
RACK LOCATION

CITY PARK TRACT

REALIGNED McCOY'S CREEK

FUTURE
CITY OF
JACKSONVILLE
PARK (3.45 Ac)

25' VIEW & ACCESS
CORRIDOR

EXISTING REMAINDER
OF 5' EASEMENT

EXISTING McCOY'S CREEK
R/W (SUBTERRANEAN)

EXISTING 5'x15' ELEC.
EQUIPMENT EASEMENT

15' BLDG.
SETBACK

25'
42'
84'

175'

EXHIBIT Z

City Land Quit Claim Deed

Prepared by and return to:

John Sawyer, Esq.
City of Jacksonville
Office of General Counsel
117 West Duval Street Suite 480
Jacksonville, FL 32202

Parcel Identification Nos.: _____

QUITCLAIM DEED

This Quitclaim Deed (“Deed”) is made this _____ day of _____, 2021, between the **CITY OF JACKSONVILLE**, a municipal corporation, whose business address is c/o Office of General Counsel Government Operations Department, 117 West Duval Street Suite 480, Jacksonville, FL 32202 (“Grantor”), and _____, **LLC**, a _____ limited liability company (“Grantee”), whose address is _____.

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and no/100 dollars (\$10.00) and other valuable considerations, receipt of which is hereby acknowledged, does hereby remise, release and quitclaim unto Grantee, its successors and assigns, all the right, title, interest, claim and demand which the Grantor has in and to the following described land, situate, lying and being in the County of Duval, State of Florida, described on **Exhibit A** attached hereto and incorporated herein by this reference. (the “Property”).

TO HAVE AND 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 in equity, to the only proper use, benefit and behoof of Grantee, its successors and assigns forever. This deed does release any rights of entry Grantor may have to the Property for phosphate, minerals, metals and petroleum.

BY ACCEPTANCE OF THIS QUITCLAIM DEED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES

WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) GOVERNMENTAL RIGHTS OF POLICE POWER OR EMINENT DOMAIN, (G) DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS: (1) NOT KNOWN TO GRANTOR AND NOT SHOWN BY THE PUBLIC RECORDS BUT KNOWN TO GRANTEE AND NOT DISCLOSED IN WRITING BY THE GRANTEE TO THE GRANTOR PRIOR TO THE DATE HEREOF, (2) RESULTING IN NO LOSS OR DAMAGE TO GRANTEE, OR (3) ATTACHING OR CREATED SUBSEQUENT TO THE DATE HEREOF, (H) VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE, (I) ALL MATTERS THAT WOULD BE DISCLOSED BY A CURRENT SURVEY OF THE PROPERTY, (J) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (K) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (L) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS AS DEFINED IN THE AGREEMENT PURSUANT TO WHICH THIS QUITCLAIM DEED IS DELIVERED. GRANTEE FURTHER ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CONVEYANCE OF THE PROPERTY IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name on the day and year first above written.

Signed, sealed and delivered
in the presence of:

CITY OF JACKSONVILLE,
FLORIDA

Print Name: _____

By: _____
Lenny Curry, Mayor

Print Name: _____

Attest: _____
James B. McCain, Jr.
Corporation Secretary

[Seal]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Lenny Curry, as Mayor, and James B. McCain, Jr., as Corporation Secretary, of the City of Jacksonville, Florida, a municipal corporation and a political subdivision of the State of Florida. They are () personally known to me or () have produced _____ as identification.

Notary Public
My commission expires:

FORM APPROVED:

Office of the General Counsel

GC-#1460718-v1-Exhibit I - Quitclaim Deed - One Riverside Fuqua.docx

Exhibit A to Quitclaim Deed

12.5' CITY OF JACKSONVILLE RIGHT OF WAY -

A PORTION OF LOT B, AS SHOWN ON THE MILES PRICE MAP OF BROOKLYN, AS RECORDED IN DEED BOOK "P", PAGE 379 P", PAGE 379 , PAGE 379 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, ALONG WITH A PORTION OF UNSURVEYED SECTIONS 14 AND 23, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY AS AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY AS DESCRIBED AND RECORDED IN DEED BOOK 286, PAGE 66, OF SAID FORMER PUBLIC RECORDS AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, A VARIABLE WIDTH RIGHT OF WAY AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 72160-2528, LAST REVISED, 01-22-1995; THENCE WESTERLY, SOUTHWESTERLY, AND SOUTHEASTERLY, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, A VARIABLE WIDTH RIGHT OF WAY, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 72050-2546, LAST REVISED, 09-23-2013, RUN THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: COURSE NO. 1: NORTH 87°05'45" WEST, 119.30 FEET; COURSE NO. 2: SOUTH 62°31'43" COURSE NO. 1: NORTH 87°05'45" WEST, 119.30 FEET; COURSE NO. 2: SOUTH 62°31'43" : NORTH 87°05'45" WEST, 119.30 FEET; COURSE NO. 2: SOUTH 62°31'43" COURSE NO. 2: SOUTH 62°31'43" : SOUTH 62°31'43" WEST, 432.26 FEET; COURSE NO. 3: SOUTH 54°50'49" WEST, 266.28 FEET; COURSE NO. 4: SOUTH 24°51'09" WEST, 36.89 COURSE NO. 3: SOUTH 54°50'49" WEST, 266.28 FEET; COURSE NO. 4: SOUTH 24°51'09" WEST, 36.89 : SOUTH 54°50'49" WEST, 266.28 FEET; COURSE NO. 4: SOUTH 24°51'09" WEST, 36.89 COURSE NO. 4: SOUTH 24°51'09" WEST, 36.89 : SOUTH 24°51'09" WEST, 36.89 FEET; COURSE NO. 5: SOUTH 22°20'02" EAST, 31.85 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING COURSE NO. 5: SOUTH 22°20'02" EAST, 31.85 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING : SOUTH 22°20'02" EAST, 31.85 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 6: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A COURSE NO. 6: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A : SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 219.09 FEET, AN ARC DISTANCE OF 12.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 20°38'19" EAST, 12.96 FEET; COURSE NO. 7: SOUTH 72°13'03" WEST, 11.49 FEET, TO THE POINT OF COURSE NO. 7: SOUTH 72°13'03" WEST, 11.49 FEET, TO THE POINT OF : SOUTH 72°13'03" WEST, 11.49 FEET, TO THE POINT OF POINT OF BEGINNING; COURSE NO. 8: CONTINUE SOUTH 72°13'03" WEST, 13.49 FEET, TO THE SOUTHWESTERLY LINE OF THOSE ; COURSE NO. 8: CONTINUE SOUTH 72°13'03" WEST, 13.49 FEET, TO THE SOUTHWESTERLY LINE OF THOSE COURSE NO. 8: CONTINUE SOUTH 72°13'03" WEST, 13.49 FEET, TO THE SOUTHWESTERLY LINE OF THOSE : CONTINUE SOUTH 72°13'03" WEST, 13.49 FEET, TO THE SOUTHWESTERLY LINE OF THOSE LANDS EXCEPTED FROM PARCEL NO. "A-1" DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5896, PAGE 1575, OF A-1" DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5896, PAGE 1575, OF DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5896, PAGE 1575, OF THE

CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE SOUTHEASTERLY, NORTHEASTERLY AND NORTHWESTERLY, ALONG LAST SAID LANDS AND THOSE LANDS EXCEPTED FROM PARCEL NO. "B-1" DESCRIBED AND B-1" DESCRIBED AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5896, PAGE 1575, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: THENCE SOUTH 39°55'18" EAST, 430.67 FEET; COURSE NO. 1: THENCE SOUTH 39°55'18" EAST, 430.67 FEET; : THENCE SOUTH 39°55'18" EAST, 430.67 FEET; COURSE NO. 2: SOUTH 31°57'47" EAST, 338.60 FEET; COURSE NO. 3: NORTH 58°02'15" EAST, 12.50 FEET; COURSE NO. : SOUTH 31°57'47" EAST, 338.60 FEET; COURSE NO. 3: NORTH 58°02'15" EAST, 12.50 FEET; COURSE NO. COURSE NO. 3: NORTH 58°02'15" EAST, 12.50 FEET; COURSE NO. : NORTH 58°02'15" EAST, 12.50 FEET; COURSE NO. COURSE NO. 4: NORTH 31°57'47" WEST, 339.43 FEET; COURSE NO. 5: NORTH 39°55'18" WEST, 426.44 FEET, TO THE POINT OF : NORTH 31°57'47" WEST, 339.43 FEET; COURSE NO. 5: NORTH 39°55'18" WEST, 426.44 FEET, TO THE POINT OF COURSE NO. 5: NORTH 39°55'18" WEST, 426.44 FEET, TO THE POINT OF : NORTH 39°55'18" WEST, 426.44 FEET, TO THE POINT OF POINT OF BEGINNING.

EXHIBIT AA

Creek Parcel

MCCOYS CREEK

A PORTION OF LOT 8, FAIRBANKS MILL PROPERTY AS RECORDED IN DEED BOOK "C", SEPARATE PROPERTY OF MARRIED WOMEN, PAGE 655 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, ALONG WITH A PORTION OF LOT D, AS SHOWN ON THE MILES PRICE MAP OF BROOKLYN, AS RECORDED IN DEED BOOK "P", PAGE 379 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, ALONG WITH A PORTION OF UNSURVEYED SECTIONS 14 AND 23, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY AS DESCRIBED AND RECORDED IN DEED BOOK 286, PAGE 66, OF SAID FORMER PUBLIC RECORDS AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE, A VARIABLE WIDTH RIGHT OF WAY AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 72160-2528, LAST REVISED, 01-22-1995; THENCE NORTH 87°05'45" WEST, ALONG LAST SAID LINE, 119.30 FEET; THENCE SOUTH 62°31'43" WEST, CONTINUING ALONG LAST SAID LINE, 262.28 FEET, TO THE NORTHEASTERLY LINE OF THOSE LANDS DESIGNATED PARCEL NO. 1 AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2578, PAGE 1107, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY AND THE POINT OF BEGINNING; THENCE SOUTHEASTERLY, NORTHEASTERLY AND SOUTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 35°23'37" EAST, 153.96 FEET; COURSE NO. 2: SOUTH 29°59'08" EAST, 299.35 FEET; COURSE NO. 3: NORTH 59°21'50" EAST, 0.88 FEET; COURSE NO. 4: SOUTH 30°05'00" EAST, 66.00 FEET; COURSE NO. 5: SOUTH 59°21'40" WEST, 1.19 FEET, TO THE NORTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1992, PAGE 172 (FIRST DESCRIPTION) OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE SOUTH 31°05'01" EAST, ALONG LAST SAID LINE, 305.99 FEET, TO THE BULKHEAD LINE AS RECORDED IN BULKHEAD PLAT BOOK 1, PAGE 1, OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 58°02'15" WEST, ALONG LAST SAID LINE, 50.00 FEET, TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1992, PAGE 172 (SECOND DESCRIPTION), OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE NORTH 29°04'55" WEST, ALONG LAST SAID LINE, 308.41 FEET, TO THE NORTHEASTERLY LINE OF THOSE LANDS DESIGNATED PARCEL NO. 2 AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2578, PAGE 1107, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE SOUTHWESTERLY, NORTHWESTERLY AND NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 59°20'32" WEST, 3.05 FEET; COURSE NO. 2: NORTH 30°14'41" WEST, 66.00 FEET; COURSE NO. 3: NORTH 59°20'32" EAST, 0.62 FEET; COURSE NO. 4: NORTH 30°26'46" WEST, 297.98 FEET; COURSE NO. 5: NORTH 35°19'23" WEST, 156.60 FEET, TO THE SAID

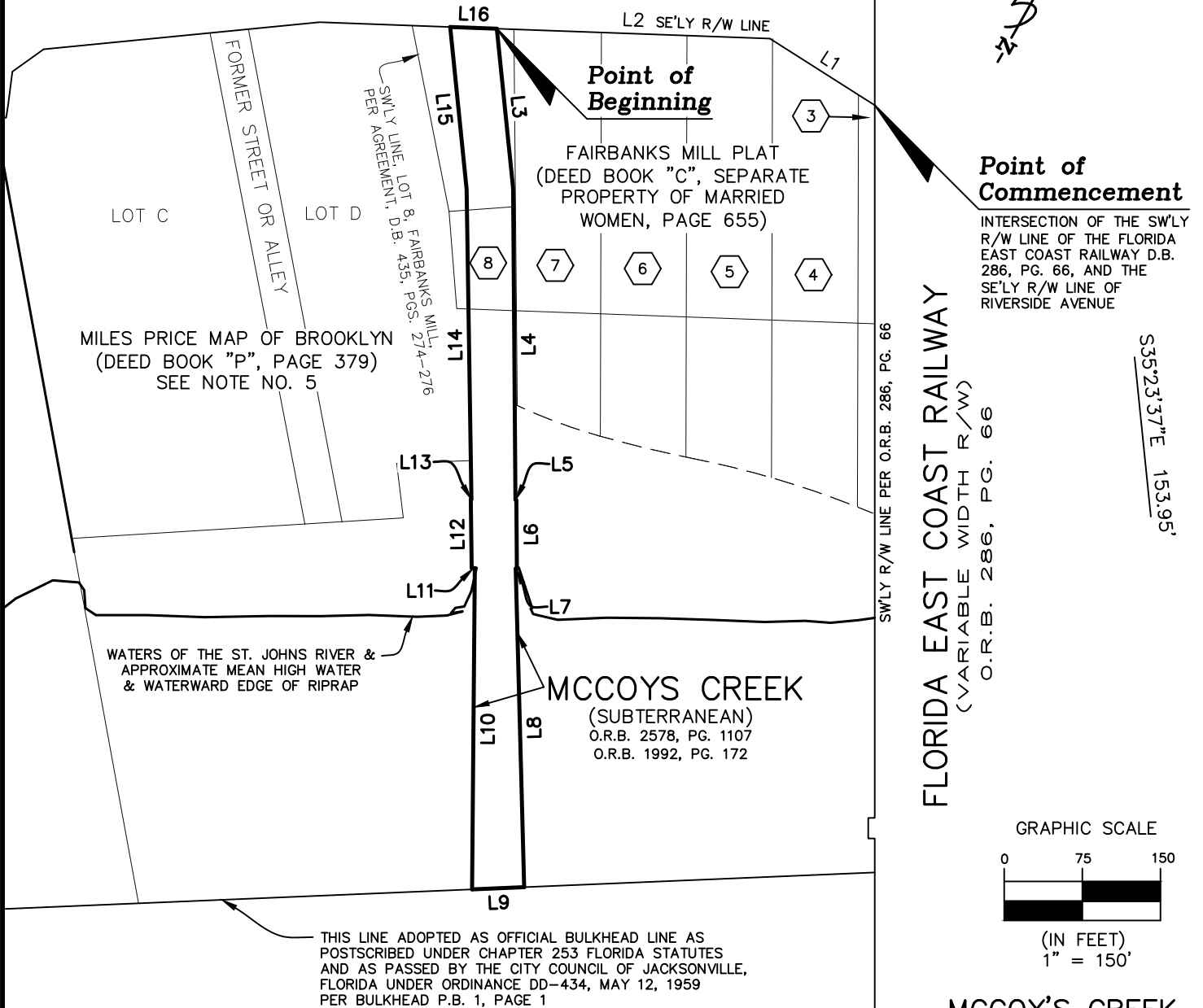
SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE AVENUE; THENCE NORTH 62°31'43" EAST,
ALONG LAST SAID LINE, 44.66 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.84 ACRES, MORE OR LESS.

MAP SHOWING

A PORTION OF LOT 8, FAIRBANKS MILL PROPERTY AS RECORDED IN DEED BOOK "C", SEPARATE PROPERTY OF MARRIED WOMEN, PAGE 655 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, ALONG WITH A PORTION OF LOT D, AS SHOWN ON THE MILES PRICE MAP OF BROOKLYN, AS RECORDED IN DEED BOOK "P", PAGE 379 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, ALONG WITH A PORTION OF UNSURVEYED SECTIONS 14 AND 23, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA

RIVERSIDE DRIVE
STATE ROAD NO. 15
 (VARIABLE WIDTH R/W, PER FDOT R/W MAP,
 SECTION 72050-2546, REVISED 9-23-13)



THIS LINE ADOPTED AS OFFICIAL BULKHEAD LINE AS
 POSTSCRIBED UNDER CHAPTER 253 FLORIDA STATUTES
 AND AS PASSED BY THE CITY COUNCIL OF JACKSONVILLE,
 FLORIDA UNDER ORDINANCE DD-434, MAY 12, 1959
 PER BULKHEAD P.B. 1, PAGE 1

JOB NO. 2021-950

DRAFTER SPB

DATE 10/15/2021

SCALE 1"=150'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY
 THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN
 CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION
 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED
 HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE
 SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
 SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

CHECKED BY:

MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

SHEET 1 OF 3

Clary & Associates
 PROFESSIONAL SURVEYORS & MAPPERS
 LB NO. 3731
 3830 CROWN POINT ROAD
 JACKSONVILLE, FLORIDA 32257
 (904) 260-2703
 WWW.CLARYASSOC.COM

MAP SHOWING

MCCOYS CREEK

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CONTAINING 0.84 ACRES, MORE OR LESS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N87°05'45"W	119.30'
L2	S62°31'43"W	262.28'
L3	S35°23'37"E	153.96'
L4	S29°59'08"E	299.35'
L5	N59°21'50"E	0.88'
L6	S30°05'00"E	66.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L7	S59°21'40"W	1.19'
L8	S31°05'01"E	305.99'
L9	S58°02'15"W	50.00'
L10	N29°04'55"W	308.41'
L11	S59°20'32"W	3.05'
L12	N30°14'41"W	66.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L13	N59°20'32"E	0.62'
L14	N30°26'46"W	297.98'
L15	N35°19'23"W	156.60'
L16	N62°31'43"E	44.66'

MCCOY'S CREEK

SHEET 2 OF 3

JOB NO. 2021-950
 DRAFTER SPB
 DATE 10/15/2021
 SCALE 1"=150'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

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MAP SHOWING


A PORTION OF LOT 8, FAIRBANKS MILL PROPERTY AS RECORDED IN DEED BOOK "C", SEPARATE PROPERTY OF MARRIED WOMEN, PAGE 655 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, ALONG WITH A PORTION OF LOT D, AS SHOWN ON THE MILES PRICE MAP OF BROOKLYN, AS RECORDED IN DEED BOOK "P", PAGE 379 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, ALONG WITH A PORTION OF UNSURVEYED SECTIONS 14 AND 23, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHEASTERLY LINE OF RIVERSIDE DRIVE, AS S54°50'49"W AND ARE BASED ON STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD 1983 (1990 NGS ADJUSTMENTS.) AND ARE REFERENCED TO THE F.D.O.T. RIGHT OF WAY MAP OF STATE ROAD NO. 15 (RIVERSIDE AVE.), SECTION 72050-2546.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
5. THE APPROXIMATE LOCATION OF LOTS C & D AND A FORMER STREET OR ALLEY SHOWN BETWEEN LOTS C AND D, AS SHOWN ON THE MILES PRICE MAP OF BROOKLYN, AS RECORDED IN DEED BOOK "P", PAGE 379 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AS SHOWN HEREON WAS DIGITIZED FROM A BOUNDARY SURVEY PERFORMED BY ROBERT M. ANGAS AND ASSOCIATES, JULY 18, 1963, RECHECKED AND DRAWING AMENDED APRIL 14, 1964, FILE NO. C181-2. NO EVIDENCE WAS RECOVERED TO SUPPORT THE DEPICTED LOCATION.

LEGEND

O.R.B. = OFFICIAL RECORDS BOOK
PG.(S) = PAGE(S)
R/W = RIGHT OF WAY
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
NO. = NUMBER
D.B. = DEED BOOK
P.B. = PLAT BOOK
ORD. = ORDER
P.T. = POINT OF TANGENCY
P.C. = POINT OF CURVATURE
P.R.C. = POINT OF REVERSE CURVATURE
N.T. = POINT OF NON-TANGENCY

 DENOTES LOT NUMBER FAIRBANKS MILL PLAT (DEED BOOK "C", SEPARATE PROPERTY OF MARRIED WOMEN, PAGE 655)

MCCOY'S CREEK

SHEET 3 OF 3

JOB NO. 2021-950
DRAFTER SPB
DATE 10/15/2021
SCALE 1"=150'

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