

REVISED ON FILE

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Redevelopment Agreement

among

The City of Jacksonville,

The Downtown Investment Authority,

and

Osprey River LLC

REDEVELOPMENT AGREEMENT

This **REDEVELOPMENT AGREEMENT** (this “Agreement”) is made this ___ day of _____, 2024 (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 **OSPREY RIVER LLC**, a Florida limited liability company (the “Developer”).

Article 1. PRELIMINARY STATEMENTS

1.1 The Project.

Developer owns an approximately 1.27-acre site bounded in part by W. Union Street to the north and N. Pearl Street to the east, W. Beaver Street to the south, and N. Clay Street to the west, inclusive of RE#s 074295-0000, 074296-0005, 074296-0020, and 074299-0000, as more particularly described on **Exhibit A** attached hereto (the “Project Parcel”). The Project Parcel is located within the North Bank Downtown Community Redevelopment Area. The Developer intends to construct a minimum of a 6-story building to include a minimum of 266 residential units, approximately 19,155 square feet of leasable retail space, and certain other improvements and amenities as set forth on **Exhibit B** attached hereto (collectively, the “Improvements”). The Project will have a Minimum Required Capital Investment (as hereinafter defined) in the amount of Eighty-Nine Million Five Hundred Sixty-Three Thousand and No/100 Dollars (\$89,563,000.00) by or on behalf of the Developer.

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 Resolutions 2023-11-06 and 2024-04-12 (collectively, the “Resolution”) and the City Council has authorized execution of this Agreement pursuant to City Ordinance 2024-495-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 Minimum Required Capital Investment of \$89,563,000.
- (b) The DIA has determined that the Project is consistent with the following North Bank Community Redevelopment Area Plan Redevelopment Goals:
- (i) Redevelopment Goal No. 2. Increase rental and owner-occupied housing Downtown, targeting diverse populations identified as seeking a more urban lifestyle.
 - (ii) Redevelopment Goal No. 4. Increase the vibrancy of Downtown for residents and visitors through arts, culture, history, sports, theater, events, parks, and attractions.
 - (iii) Redevelopment Goal No. 5. Improve the safety, accessibility, and wellness of Downtown Jacksonville and cleanliness and maintenance of public spaces for residents, workers, and visitors.
 - (iv) Redevelopment Goal No. 6. Improve the walkability/bike-ability of Downtown and pedestrian and bicycle connectivity between Downtown and adjacent neighborhoods and the St. Johns River.

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 9.1.

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 to coordinate all project related activities with the designated Project Coordinator, unless otherwise stated herein.

1.6 Maximum Indebtedness.

The maximum indebtedness of the DIA and City for all fees, grants, reimbursable items or other costs pursuant to this Agreement shall not exceed the sum of TWENTY MILLION NINE HUNDRED FORTY-NINE THOUSAND AND NO/100 DOLLARS (\$20,949,000.00).

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.

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 Base Year.

The base year for purposes of the REV Grant authorized by this Agreement shall be the 2022 tax year. In the event Developer does not Commence Construction of the Improvements by December 31, 2027, the Base Year shall revert to the calendar year prior to the actual Commencement of Construction Date.

2.3 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. For avoidance of doubt, Capital Investment shall not include any brokerage fees; any costs attributable to financing, including interest and carry costs; marketing costs; any developer or similar fees to the Developer or its Affiliate; tenant improvement costs; tenant allowances; leasing commissions; or payments or funds provided by the City or the DIA pursuant to this Agreement.

2.4 City Council.

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

2.5 Commence Construction.

The terms "Commence" or "Commenced" or "Commencing" Construction as used herein when referencing the Improvements or any portion thereof means the date when Developer (i) has completed all pre-construction engineering and design; obtained all necessary licenses, permits and governmental approvals to commence construction of the 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 Improvements 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 sufficient to complete the construction of the Improvements; 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) of the Improvements on an ongoing basis without any Impermissible Delays (defined herein).

2.6 Construction Costs.

"Construction Costs" means direct design, engineering, permitting and construction costs incurred by Developer in connection with the Improvements (exclusive of land costs, the N4 Clay Streetscape Improvements, Pearl Square Improvements, and the Porter House Park Improvements, surveys, geotechnical environmental and construction testing, and construction inspector's fees and permitting), but including, without limitation, soft and hard costs associated with design, engineering, and construction as itemized in the Budget for such Improvements as set forth in Exhibit C attached hereto. For the purposes of this paragraph, "softs costs" shall exclude developer fees, construction management fees and other similar fees paid to related parties or affiliates, tenant improvements, marketing costs, leasing commissions, property management start-up costs, development fee, financing costs, interest reserves, operating reserves, and Years' table costs (e.g., the N4 Clay Streetscape Improvements, Pearl Square Improvements, and the Porter House Park Improvements) as set forth elsewhere in this Agreement. Any other softs costs shall be subject to the review and approval by the DIA, consistent with the terms of this Agreement.

2.7 DDRB.

The Downtown Development Review Board of the City.

2.8 Developer Performance Schedule.

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

2.9 Downtown Investment Authority.

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

2.10 Horizontal Improvements.

Those certain horizontal improvements related to the Improvements on the Project Parcel including land clearing, environmental remediation, construction of building pads, installation and relocation of utilities, curbs, gutters, stormwater management systems.

2.11 Horizontal Streetscape Improvements.

The term “Horizontal Streetscape Improvements” means, collectively, the N4 Clay Streetscape Improvements, the N4 Public Streetscape Improvements and the N4 Streetscape Improvements.

2.12 Impermissible Delay

The term “Impermissible Delay” means failure of Developer 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 the Improvements at any time prior to the Substantial Completion of such improvements for a period of more than thirty (30) consecutive calendar days, except in cases of any delays attributable to any Force Majeure Event. 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 commercially reasonable efforts shall not be an Impermissible Delay, as long as Developer continues its commercially reasonable efforts to obtain such permits and approvals.

2.13 Improvements.

The term “Improvements” is defined in Section 1.1 above and as further described on **Exhibit B** attached hereto, but excluding the N4 Clay Streetscape Improvements, the Pearl Square Improvements, and the Porter House Park Improvements.

2.14 Leasable Retail Space.

The term “Leasable Retail Space” in connection with the Completion Grant authorized hereunder means a minimum of 17,240 square feet of ground floor, street-facing Retail Space (as such term is defined in the DIA’s Retail Enhancement Program guidelines) and materially consistent with **Exhibit G** attached hereto as determined by the DIA in its sole discretion.

2.15 Local Option Sales Tax.

The term “Local Option Sales Tax” or “LOST” means the annual local option sales taxes generated from food and beverage sales, retail sales and commercial leases within the Improvements, consistent with the terms and condition as set forth in the LOST Reporting

Requirements in Section 5.3 hereof, with the minimum required amounts thereof as shown on **Exhibit H** attached hereto.

2.16 Minimum Developer Equity Requirement.

The term “Minimum Developer Equity Requirement” shall mean the minimum required Developer equity invested in the Improvements in the minimum amount of SEVENTEEN MILLION NINE HUNDRED TWELVE SIX HUNDRED AND NO/100 DOLLARS (\$17,912,600).

2.17 Minimum Required Capital Investment.

The term “Minimum Required Capital Investment” shall mean the minimum required Capital Investment to be made by the Developer in the Improvements which shall be EIGHTY-NINE MILLION FIVE HUNDRED SIXTY-THREE THOUSAND AND 00/100 DOLLARS (\$89,563,000.00), exclusive of brokerage fees; any costs attributable to financing, including interest and carry costs; marketing costs; developer or similar fees to the Developer or its Affiliate; tenant improvement costs; tenant allowances; leasing commissions; or payments or funds provided by the City or the DIA pursuant to this Agreement, as set forth on **Exhibit F** attached hereto. In the event the Minimum Required Construction Costs are reduced consistent with Section 11.2 hereof, the Minimum Required Capital Investment as set forth in this Section shall reduce on a dollar-for-dollar basis.

2.18 Minimum Required Construction Costs.

The term “Minimum Required Construction Costs” shall mean the minimum required Construction Costs to be made by the Developer in the Improvements which shall be EIGHTY-ONE MILLION SEVENTY-EIGHT THOUSAND AND 00/100 DOLLARS (\$81,078,000.00).

2.19 Minimum Requirements.

“Minimum Requirements” with regard to the Improvements shall mean those minimum requirements as set forth on **Exhibit D** attached hereto and incorporated herein by this reference.

2.20 N4 Streetscape Easements.

Those certain perpetual easements over a portion of the Developer’s property in favor of the City to be provided simultaneous with the request for funding of the first installment of the Completion Grant.

2.21 N4 Clay Streetscape Improvements.

Those certain improvements to be located on City-owned real property, including but not limited to the installation of shade trees bringing the percentage of shaded area comprising the Horizontal Streetscape Improvements to not less than fifty percent (50%), along the full western edge of N. Clay Street between W. Beaver Street and W. Union Street fronting the United House

of Prayer and comprising approximately 3,776 square feet, to bring it into compliance with Downtown Overlay Zone guidelines, with the design thereof coordinated with the City Department of Public Works and subject to DDRB approval, in compliance with all Downtown Overlay Zone requirements; Developer shall fund and document to the DIA a minimum of \$305,000 toward the costs of design and construction of the N4 Clay Streetscape Improvements, over and above the minimum financial requirements set forth in Sections 2.18 and 2.19. In the event the actual costs of the N4 Clay Streetscape Improvements is less than \$305,000, Developer shall submit an enhanced scope of services for improvements to be located on City-owned real property related to the Project for review and approval by the DIA, such that the minimum threshold of \$305,000 is satisfied.

2.22 N4 Public Streetscape Improvements.

Those certain improvements to be located on City-owned real property directly adjacent to Developer-owned real property, including but not limited to the installation of shade trees bringing the percentage of shaded area comprising the Horizontal Streetscape Improvements to not less than fifty percent (50%), along the perimeter of Project Parcel bordered by W. Beaver St., N. Clay Street, W. Union Street and N. Pearl Street for an approximate total of 11,694 square feet, to bring it into compliance with Downtown Overlay Zone guidelines, with the design thereof coordinated with the City Department of Public Works and subject to DDRB approval, in compliance with all Downtown Overlay Zone requirements

2.23 N4 Streetscape Improvements.

Those certain improvements to be located on Developer-owned real property, including but not limited to the installation of shade trees bringing the percentage of shaded area across the area comprising the Horizontal Streetscape Improvements to not less than fifty percent (50%), along the perimeter of Project Parcel bordered by W. Beaver St., N. Clay Street, W. Union Street and N. Pearl Street for an approximate total of 3,629 square feet, to bring it into compliance with Downtown Overlay Zone guidelines, with the design thereof coordinated with the City Department of Public Works and subject to DDRB approval, in compliance with all Downtown Overlay Zone requirements.

2.24 North-South Private Drive Improvements.

Those certain improvements to be located on owned real property owned by an Affiliate of Developer for the purpose of connecting W Church Street with W Ashley Street and also connecting the north and south components of Porter House Park by the creation of a public plaza experience with expansive outdoor dining facing the park that will be managed, programmed, and maintained by an Affiliate of Developer.

2.25 Party or Parties.

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

2.26 Pearl Square Improvements.

Those certain improvements to be constructed by an affiliate of Developer on Pearl Street generally in the vicinity commencing from the southern edge of the intersection of Pearl Street and Ashley Street, with the northern terminus thereof at the southern edge of the intersection with Beaver Street, which upon completion shall be known as “Pearl Square”.

2.27 Permit Approvals.

The term “Permit Approvals” shall mean all permits and regulatory approvals needed for the construction of the Improvements which shall include final 10-set and DDRB approval for the Improvements.

2.28 Plans and Specifications.

The Plans and Specifications for the construction of the Improvements as reviewed and approved by the Construction Inspector and the City and all amendments and modifications thereto as approved by the City to the extent approval is required.

2.29 Porter House Park Improvements.

Those certain park improvements to be made by the Developer or an Affiliate of Developer and as set forth on Exhibit E attached hereto (but including eligible costs attendant to the construction of the North-South Private Drive Improvements), with minimum required value to the City of \$1,012,500, which amount is intended to be one-half of the total amount of the cost of the completed Porter House Park Improvements, with the other half to be paid for by an Affiliate. In the event Developer completes the Porter House Park Improvements and the completed Porter House Park Improvements cost less than \$2,025,000, any such reduction will not affect the maximum amount of the Completion Grant or the maximum amount or term of the REV Grant, but Developer and/or an Affiliate shall contribute the difference between \$2,025,000 and the actual cost of maintenance and programming of the completed Porter House Park Improvements as part of the Porter House Park Easement to be paid in annual payments over the term of this Agreement.

2.30 Project.

The term “Project” shall mean, collectively, the Improvements (inclusive of the Minimum Requirements), the N4 Clay Streetscape Improvements, the N4 Public Streetscape Improvements, the Porter House Park Improvements, the Restaurant Improvements and the obligations of the Developer under this Agreement, as more specifically described herein.

2.31 Project Parcel.

The term “Project Parcel” is defined in Section 1.1 above.

2.32 Restaurant Improvements.

A minimum of one ground floor restaurant that provides outdoor seating and extended hours, including evenings, beyond traditional office hours and on weekends, which shall be Substantially Completed and open for business within six (6) months of the Outside Completion Date (defined below). In the event that the operator of the Restaurant changes, the Restaurant may be closed for not more than ninety (90) consecutive days (“Restaurant Closure”) subject to delay attributable to any Force Majeure Event; notwithstanding the foregoing, the CEO of the DIA may extend the Restaurant Closure for up to an additional ninety (90) days (for an aggregate of up to 180 days) in her sole discretion for good cause shown by Developer.

2.33 Substantial Completion.

As to the Improvements, “Substantially Completed,” “Substantial Completion” or “Completion” means that, with respect to the Improvements (except for any space to be occupied by a commercial 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 by the City of Jacksonville, if applicable, so that the Improvements are 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.

2.34 Vertical Improvements.

“Vertical Improvements” means all of the buildings, structures, and other improvements, other than the Horizontal Improvements, to be constructed or installed on the Project 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 throughout the term of this Agreement:

(i) the execution and delivery by Developer of this Agreement and any document related to this Agreement have been approved by all parties whose approval is required including by the Developer pursuant to the terms of the Developer’s governing documents;

(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 and any document related to this Agreement on behalf of the Developer are duly authorized and fully empowered to execute the same for and on behalf of the Developer;

(iv) the Developer and each entity with a direct or indirect ownership interest in 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 with a direct or indirect ownership interest in 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.

Subject in all events to any delays attributable to one or more Force Majeure Events, the City, the DIA and the Developer have jointly established the following dates for the Developer's obligations under this Agreement (collectively, the "Developer Performance Schedule"):

- (i) As of the Effective Date hereof, Developer has received final design approvals, including DDRB final approval, for the Improvements.
- (ii) Developer shall submit applications for all Permit Approvals necessary to Commence Construction (including vertical building permits) of the Improvements no later than December 31, 2024 and pursue the same with commercially reasonable diligence.
- (iii) Developer shall Commence Construction of the Horizontal Improvements by _____ (*insert date that is ten months from the effective date of the ordinance authorizing this agreement*) (the

“Horizontal Improvements Commencement of Construction Date”) and provide promptly written notice to the City, and thereafter Developer shall proceed without any Impermissible Delays through Commencement of the Vertical Improvements.

- (iv) Developer shall Commence Construction of the Vertical Improvements on or before _____ (*insert date that is six months from the Horizontal Improvements Commencement of Construction Date*) (the “Vertical Improvements Commencement of Construction Date”) and provide promptly written notice to the City, and construction of the Improvements shall proceed without any Impermissible Delays through Substantial Completion thereof.
- (v) Developer shall Substantially Complete the Improvements (but for the purposes of this subparagraph (v), Improvements shall not include the Restaurant Improvements, which must be Substantially Completed, leased and open for business within six (6) months of the Completion Date), the N4 Clay Streetscape Improvements and Porter House Park Improvements on or before that date that is twenty-six (26) months from the Horizontal Commencement of Construction Date (the “Completion Date”), and shall submit promptly written notice of the Completion Date to the DIA for its written confirmation in accordance with the terms and conditions contained in this Agreement. For purposes of clarity, in the event the Improvements are Substantially Complete prior to the Completion Date, the Completion Date for the purposes of calculating the six (6) months window for the Restaurant Improvements to be leased and operating for their intended purposes shall be calculated from the date that is twenty-six (26) months from the Horizontal Commencement of Construction Date (the “Outside Completion Date”).

(b) 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 hereby agrees to undertake and complete the construction and development of the Improvements in accordance with this Agreement and the Developer Performance Schedule, in all events subject to delays attributable to one or more Force Majeure Events, 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 for up to six (6) months in her sole discretion for good cause shown by Developer. Any extensions greater than the aggregate six months as described above (with the exception for extensions due to delays attributable to one or more Force Majeure Events) shall require City Council approval. Any change to the Commencement of Construction Date pursuant to this paragraph shall automatically result in a corresponding extension to the Completion Date. Extensions to any other dates within the Developer Performance Schedule shall serve only to extend the individual date referenced.

Article 5.
REV GRANT

5.1 Recaptured Enhanced Value Program; Amount.

Subject to the terms and conditions of this Agreement, the DIA shall make a Recaptured Enhanced Value grant (“REV Grant”) in a total amount not to exceed \$14,105,000.00 (the “Maximum REV Grant Amount”), partially payable beginning in the first year following the Substantial Completion of the Improvements, and their inclusion on the City tax rolls at full assessed value (the “Initial Year”) and ending 17 years thereafter (the “Final Year”), all as more fully described below in this Article 5. In the event of the expiration or earlier termination of the Northbank West CRA TIF, the City agrees to fund the REV Grant in accordance with the terms of this Agreement.

Notwithstanding the foregoing, the City’s and DIA’s obligation to fund the REV Grant is subject to the condition that the Improvements, inclusive of the Minimum Requirements applicable to the Improvements, are Substantially Completed by the Completion Date, subject to extension due to a Force Majeure Event or by an extension granted by the CEO of the DIA, in each case subject and pursuant to the terms and conditions of this Agreement.

5.2 Payments of REV Grant.

The REV Grant shall be paid by the DIA to the Developer by check or wire transfer, in annual installments determined in accordance with Section 5.3, 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 the REV Grant in excess of the amount stated in Section 7.1 or after payment of the final installment due May 15 of the Final Year, and, except as expressly provided in this Agreement, the REV Grant payments as determined pursuant to Section 5.3 shall not be subject to reduction or repayment.

5.3 Determination of Annual Installments of REV Grant.

The amount of each annual installment of the REV Grant shall be the sum which is equal to 75% of the Annual Project Revenues (as defined and determined in this Section 5.3) actually received by the DIA (or the City, as applicable) during the twelve (12) month period ended April 1 preceding the due date of such annual installment. For the purposes of this Agreement, “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 (with tangible personal property capped in the aggregate at \$5,248,000 for each year of the REV Grant) comprising the Project Parcel, less the amount of all municipal and county ad valorem taxes that would have been levied or imposed on the Project Parcel using the assessed value for the Base Year, which for the purposes of this Article 5 shall be \$139,834.00 (subject to any adjustments

as made by the Duval County Property Appraiser's Office or as recalculated per Section 2.2 hereof) exclusive of any debt service millage. Notwithstanding anything in this Agreement to the contrary, in the event Developer fails to Commence the Horizontal Improvements by July 6, 2027, which is five years following the first acquisition date of the assembled properties, and assuming this Agreement is amended so that the Developer remains eligible for the REV Grant, the assessed value for the Base Year for the purposes of the REV Grant calculation shall be the assessed value from the most recent tax year preceding the actual Commencement date for the Horizontal Improvements. 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 Project Parcel, 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 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 REV Grant payment based on the Annual Project Revenues in such future year's notice.

For the purposes of this Section 5.3, commencing with the first January 1 date following the expiration of the two-year period to apply for the second and third installment of the Completion Grant (the "LOST Reporting Commencement Date"), Developer shall be responsible for collecting and submitting to the DIA from those property owners and tenants of any portion of the Improvements copies of sales tax receipts remitted annually on a calendar year basis by the applicable property owner and tenant sufficient to demonstrate that Developer has satisfied the applicable Minimum Required LOST Revenues as set forth on **Exhibit H** attached hereto (copies of form DR-15 or equivalent, collectively, the "LOST Reporting Requirements"). The LOST Reporting Requirements shall be due on an annual basis commencing with second April 1 date after the LOST Reporting Commencement Date, and continuing on each April 1 thereafter for a period of ten (10) years (the "LOST Remittance Period"). Amounts that fall short of the cumulative LOST remittance anticipated in any given calendar year beginning with the first year of the LOST Remittance Period, as set forth on **Exhibit H** attached hereto, through year ten of the LOST Remittance Period will be withheld from the REV Grant payment applicable to such calendar year. Any such reduction will not affect the Maximum REV Grant Amount of or term of the REV Grant. Failure to submit the LOST Reporting Requirements shall be applied as if no LOST revenues were received in such year. Developer acknowledges and agrees that during the term of the REV Grant, all retail tenants occupying retail space within the Improvements are ineligible for funding under any DIA incentive programs.

Except as provided below, within thirty (30) days of receipt of said notice from Developer, DIA shall provide Developer with a calculation as to the annual 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 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 REV Grant calculation and make the 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 REV Grant payment would be based. In that event, the date that the DIA is required to provide the 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 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 Annual Project Revenues under this Article 5 are based for that tax year, and (ii) the amount of the adjusted Retail Annual Project Revenues paid by the Developer.

5.4 Non-Foreign Entity Affidavit.

Notwithstanding anything in this Agreement to the contrary, as a condition precedent to the City's and DIA's obligations under this Agreement including any obligation to pay any portion of the REV Grant or Completion Grant to the Developer, the Developer shall have provided to the City an executed and notarized non-foreign entity affidavit in form and substance satisfactory to the City and substantially in the form attached as **Exhibit O** hereto.

5.5 Further disclaimer.

The 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 5. The City and DIA shall not be obligated to pay the 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 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 REV Grant or any installment thereof.

Article 6.
COMPLETION GRANT

6.1 Completion Grant; Amount.

The Developer shall be eligible for a Completion Grant (“Completion Grant”), payable in three installments, in the maximum, aggregate amount of \$6,844,000, subject to the terms and conditions of this Agreement. Upon Substantial Completion of the Project Improvements (defined in Section 6.2, below) in accordance with this Agreement, Developer will be eligible for the first installment of the Completion Grant in the amount of \$4,238,000, subject to the applicable conditions to disbursement set forth below. The Developer shall be eligible for the second installment of the Completion Grant in the maximum amount of \$1,563,600 upon a minimum of 60% of the Leasable Retail Space being placed under lease with tenants of street facing ground level space as approved by the DIA in its sole discretion, and subject to the applicable conditions of disbursement set forth below. The Developer will be eligible for the third and final disbursement of the Completion Grant in the amount of \$1,042,400 upon 100% of the Leasable Retail Space being placed under lease with tenants of street facing ground level space as approved by the DIA in its sole discretion, and subject to the conditions of disbursement as set forth below.

6.2 Conditions to Disbursement of First Installment of Completion Grant.

The City’s obligation to make the initial disbursement of the Completion Grant in the maximum amount of \$4,238,000 is conditioned upon satisfaction of each of the following conditions precedent:

- (1) The Improvements, the Horizontal Streetscape Improvements and the Porter House Park Improvements (for the purposes of this Article 6, and inclusive of the Minimum Requirements, the “Project Improvements”) shall have been Substantially Completed in accordance the terms and conditions of this Agreement, including the Developer Performance Schedule (as the same may be extended in accordance with this Agreement), as verified by a final inspection report satisfactory to the DIA, the City’s Department of Parks Recreation and Community Services and City’s Department of Public Works, as applicable, certifying that the Project Improvements have been Substantially Completed, constructed in a good and workmanlike manner and are in satisfactory condition. 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 Project Improvements have been Substantially Completed and are not subject to any material violations or uncorrected conditions noted or filed in any City department. In the event the Developer does not Substantially Complete the Project Improvements and apply for the first installment of the Completion Grant by no later than the date that is six (6) months from the Completion Date, Developer shall have no right to any portion of the Completion Grant.

- (2) The Restaurant Improvements shall have been Substantially Completed, leased and open for business in accordance the terms and conditions of this Agreement, as verified by a final inspection report satisfactory to the DIA, certifying that the Restaurant Improvements have been Substantially Completed, constructed in a good and workmanlike manner and are in satisfactory condition. The Developer shall furnish to the DIA a certificate of substantial completion issued by the contractor and verified by the architect of record and a temporary certificate of occupancy subject only to typical punch list items establishing that 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. In the event the Developer does not Substantially Complete the Restaurant Improvements and the same are not leased and open for business and apply for the first installment of the Completion Grant by no later than the date that is six (6) months from the Outside Completion Date (as the same may be extended as set forth in this Agreement), Developer shall have no right to any portion of the first installment of the Completion Grant.
- (3) All property taxes on the Project Parcel must be current.
- (4) 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 Completion Grant 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).
- (5) The Developer shall submit to the DIA a contractor's affidavit and releases of liens from each contractor, subcontractor and supplier who provided notice to owner, or other proof reasonably satisfactory to the DIA, confirming that payment has been made for all materials supplied and labor furnished in connection with the Substantial Completion of the Improvements (inclusive of all Minimum Requirements), with the exception of any retainage 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 Project Parcel. For purposes of clarity, only the liens of any construction loans for the Improvements may exist on the Project Parcel at the time of disbursement of the first installment of the Completion Grant, and Developer shall provide at its expense a current ownership and encumbrance report for the Project Parcel to verify the same.
- (6) The Developer shall submit to the DIA a written application for the disbursement of the applicable installment of the Completion Grant pursuant to a disbursement request in the form of attached **Exhibit J** (the "Disbursement Request"). The Disbursement Request shall only be made after Substantial Completion of the Project Improvements, and satisfaction of all conditions under this Agreement.

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 Construction Costs for the Project Improvements as of the date of the Disbursement Request, and (ii) AIA Forms G702 and G703 certified by the general contractor and architect for the completed Project Improvements. The Disbursement Request shall constitute a representation by Developer that the Project Improvements are Substantially Completed in accordance with the Plans and Specifications; that the work and materials for which payment is requested have been physically incorporated into the Improvements; that the value is as stated; that the Project Improvements 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.

- (7) 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 the lien(s) of any consensual mortgage(s)) released or transferred to bond within fifteen (15) business 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 Completion Grant funds until such lien or encumbrance is bonded over or removed and the City receives a copy of the recorded release or bond. The City shall not be obligated to disburse any of the Completion Grant funds to Developer if, in the reasonable opinion of the City, any such disbursement or the Project Improvements 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.
- (8) Developer shall provide evidence and documentation to the DIA in its sole discretion that Developer has satisfied with respect to the Improvements: (i) the Minimum Developer Equity Requirement; (ii) the Minimum Required Capital Investment; and (iii) the Minimum Required Construction Costs, and Developer shall receive credit for retainage amounts of up to ten percent (10%) of the actual costs of work performed in constructing the Improvements so long as no liens for non-payment have been filed by any contractor or sub-contractor as of such date.
- (9) In the event the actual costs of the N4 Clay Streetscape Improvements upon Substantial Completion are less than \$305,000, the Developer shall submit an additional scope of work to the DIA to be performed on City-owned property at a cost to at least equal the difference between \$305,000 and the actual costs spent by Developer on the N4 Clay Streetscape Improvements, with such work to be completed on or before the date the Porter House Park Easement is executed.

- (10) Developer shall have provided to the City the duly executed N4 Streetscape Easements in form and substance acceptable to the City and the Porter House Park Easement shall have been duly executed;
- (11) 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 Project Improvements and any component thereof.

6.3 Conditions to Disbursement of Second Installment of Completion Grant.

The City's obligation to make the second disbursement of the Completion Grant in the amount of \$1,563,600 is conditioned upon satisfaction of each of the following conditions precedent on or prior to the date that is two years from the documented date of Substantial Completion:

- (1) Satisfaction of all requirements of Section 6.2 as of the date of the request for the Second Installment of the Completion Grant;
- (2) Provide documentation demonstrating to the satisfaction of the DIA in its reasonable discretion that sixty percent (60%) of the Leasable Retail Space is under a binding lease agreement at commercially reasonable market rates with retail tenants of street facing ground level space as approved by the DIA in its sole discretion, with a minimum three (3) year term.

6.4 Conditions to Disbursement of Third and Final Installment of Completion Grant.

The City's obligation to make the third and final disbursement of the Completion Grant in the amount of \$1,042,400 is conditioned upon satisfaction of each of the following conditions precedent on or prior to the date that is two years from the documented date of Substantial Completion:

- (1) Satisfaction of conditions all requirements of Section 6.2 and Section 6.3 as of the date of the request for the Third Installment of the Completion Grant;
- (2) Provide documentation demonstrating to the satisfaction of the DIA in its reasonable discretion that one hundred percent (100%) of the Leasable Retail Space is under a binding lease agreement at commercially reasonable market rates with retail tenants of street facing ground level space as approved by the DIA in its sole discretion, with a minimum three (3) year term.

6.5 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 Completion Grant 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.

6.6 Further Disclaimer.

The Completion 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 6. The City and DIA shall not be obligated to pay the Completion 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 Completion Grant 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 Completion Grant or any installment thereof.

Article 7.

EASEMENTS; MAINTENANCE AGREEMENT

7.1 Grant of Easements.

The City and Developer shall enter into the following in connection with the Project:

- (1) N4 Streetscape Easement. Developer shall grant to the City for the use by the City and general public a perpetual use and access easement from Developer to City for the N4 Streetscape Improvements located on certain portions of Developer-owned property, in substantially the form attached hereto as **Exhibit N**; provided, however, that such easement shall terminate at the later to occur of: forty (40) years from the Effective Date of the easement; or (ii) upon the expiration of the useful life of the Improvements.

Article 8.
THE DEVELOPMENT

8.1 Scope of Development.

The Developer, at its sole cost and expense, shall construct and develop, or cause to be constructed and developed, the Project, which the Developer is obligated to construct and develop in accordance with the Developer Performance Schedule and this Agreement. The Improvements shall include all of the specifications and requirements set forth on **Exhibit B** attached hereto, which are incorporated herein by reference, and include the Minimum Requirements as set forth on **Exhibit D** attached hereto. The design and architectural features of the Improvements shall be substantially similar in all material respects to the conceptual renderings submitted to DDRB and as set forth on **Exhibit K** attached hereto, unless otherwise approved by the DIA in writing in its sole discretion;

8.2 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 Grant and Completion Grant, subject to the terms and conditions of this Agreement.

8.3 Compliance with DDRB.

The Improvements, and all other improvements constructed as a part of the Project, shall comply with the Downtown Zoning Overlay and be subject to DDRB approval.

8.4 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.

8.5 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.

8.6 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.

8.7 Environmental Considerations.

The Parties acknowledge that the Florida Department of Environmental Protection ("FDEP") has granted eligibility of an historic petroleum discharge, identified as FDEP Site ID 16/8842544, located on the Project Parcel into a state-funded petroleum restoration program (the "Environmental Site"). The FDEP has delegated assessment and remedial oversight of the Environmental Site to the City of Jacksonville's Environmental Quality Division ("EQD"). Developer and EQD have, and will continue, to cooperate in regard to assessment and remedial activities conducted at the Environmental Site pursuant to the state-funded petroleum restoration program; provided, however, that Developer may elect, in its sole discretion, to assume responsibility for assessment and remediation of the Environmental Site by entering into a Voluntary Cleanup Agreement with the FDEP pursuant to Section 376.3071(12)(a), Florida Statutes. City acknowledges that, upon completion of the groundwater monitoring or other assessment or remedial actions at the Environmental Site required by the FDEP, a No Further Action with Controls or Conditions will likely be requested for the Environmental Site using the Site Rehabilitation Completion Order (SRCO) Risk Management Option (RMO) 3 process

outlined in Florida Administrative Code (FAC) Chapter 62-780. As the groundwater contaminant plume is currently shown as of the Effective Date hereof to extend west of the Project Parcel beneath the City owned right-of-way of North Pearl Street (the “Affected City Parcel”), the City as an adjacent affected property owner will (i) abide by all environmental covenants, controls, and restrictions as they apply to the off-site groundwater contamination on the City Parcel, and (ii) execute all documents reasonably required by FDEP to obtain the SRCO under RMO 3, including, without limitation, entering into a declaration of restrictive covenant prohibiting the use of groundwater on the City Parcel.

Article 9. JSEB PROGRAM

9.1 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 \$4,189,800, 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 L (the “JSEB REPORTING FORM”).

Article 10. REPORTING

On an annual basis, the Developer 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. Developer shall also provide the required annual LOST Reporting Requirements commencing on and otherwise as set forth in Section 5.3 hereof. Samples of the general forms of these reports are attached hereto as Exhibit M (the “Annual Survey”); however, the specific data requested may vary from the forms attached. In addition, the Developer 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 obligation to submit such reports shall continue until Developer has complied with the applicable terms of this Agreement concerning the Project, the Improvements, REV Grant, and Completion Grant and end upon Substantial Completion of the Improvements, except that the Developer shall continue its reporting requirements as required for the REV Grant and LOST Reporting Requirements for the remaining term of the REV Grant.

Within thirty (30) days following a written request of the DIA or the City, the Developer shall provide the DIA and the City with additional non-proprietary, documentation and information relating to this Agreement as reasonably requested by the DIA or the City to the extent such documentation or information is not privileged or confidential and is in Developer's possession.

Article 11. DEFAULTS AND REMEDIES

11.1 General.

An "Event of Default" under this Agreement with respect to the development and construction of the Improvements shall consist of the breach by Developer of any covenant, agreement, representation, provision, or warranty (that has not 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 between Developer and the City or the DIA 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 the loan and exercise its remedies against the Project Parcel and/or Improvements under the applicable loan documents, or foreclose on the Project Parcel or the Improvements (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 and is continuing under this Agreement with respect to the Improvements, the City may refuse to pay any portion of the REV Grant, the Completion Grant and other incentives as may be associated with the Improvements 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, or damages, or other relief, or proceed to take any action authorized or permitted under applicable laws or regulations; provided, however that at any point prior to Commencement of the Vertical Improvements, Developer may, in its sole and absolute discretion, terminate this Agreement by written notice to DIA (a "Developer Termination"), upon which event the parties hereto shall have no further liability or obligation to any other party to this Agreement, except that, to the extent an Event of Default exists at the time of such termination, or an event that, with the giving of notice or passage of time, or both, will constitute an Event of Default, nothing herein will relieve any party from liability for actual damages incurred by the non-breaching party as a result of such Developer Termination. Notwithstanding the foregoing, in the event of a Developer

Termination, Developer shall restore any work performed on City-owned property to its original condition as of the Effective Date of this Agreement, reasonable wear and tear excepted. Notwithstanding anything in this Agreement to the contrary, the City and DIA may withhold any portion of the REV Grant, the Completion Grant and other incentives as may be associated with the Improvements immediately upon the occurrence of a default and throughout any notice or cure period until such default is cured. Notwithstanding the foregoing, no occurrence shall constitute an Event of Default until the City has given the Developer written notice of the default and thirty (30) calendar days within which to cure the default; provided, however, that if such default cannot reasonably be cured within such thirty (30) calendar days period then such thirty (30) day cure period shall be extended for an additional ninety (90) day period so long as the Developer has commenced a cure within the initial thirty (30) day period and thereafter diligently pursues such cure. Notwithstanding the foregoing, the Developer shall be entitled to fifteen (15) day written notice of an Event of Default in connection with the Developer Performance Schedule, with a maximum of a fifteen (15) day opportunity to cure, with no extension to such cure period. Notwithstanding anything to the contrary in this Agreement, there shall be an immediate Event of Default, 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 and such appointment shall remain in effect for a period of sixty (60) days after the filing date thereof; 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.

11.2 Specific Defaults.

Additionally, for any of the specific Events of Default described in this Section 11.2 below, in addition to and without waiving any other right or remedy, the parties agree that the City and DIA shall have the following specific remedy:

- (a) in the event reporting requirements are not met in the time period specified in Article 10 of this Agreement and such default is not cured within the time period provided in Section 11.1 after written notice from the City and DIA, the DIA will be entitled to withhold any undisbursed amount of the applicable REV Grant, and Completion Grant 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 upon Substantial Completion of the Improvements in accordance with this Agreement, the Construction Costs incurred by the Developer for the Improvements is less than \$81,078,000, the REV Grant will be proportionately reduced. If, upon Substantial Completion of the Improvements in accordance with this Agreement, the Construction Costs incurred by Developer is less than \$72,970,200 but greater than \$68,916,300, then upon written application of the Developer, the DIA Board in its sole discretion may approve a pro rata reduction in the maximum amount of the REV Grant. If the Developer fails to incur at least \$68,916,300 in Construction Costs for the Improvements, the REV Grant will be terminated.
- (c) if upon Substantial Completion of the Improvements in accordance with this Agreement, the Developer has failed to incur at least \$68,916,300 in Construction Costs for the Improvements, the Completion Grant shall be terminated.

11.3 Breach by City.

No breach of this Agreement shall constitute a default by the City or the DIA until the Developer has given the City and the DIA written notice of the breach and thirty (30) calendar days within which to cure the breach. If any breach cannot reasonably be cured within the initial thirty (30) calendar days, no 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 a default under this Agreement beyond all applicable notice and cure periods, Developer shall have, in addition to the remedies expressly provided herein, have all remedies allowed by law or equity; provided, however, that in no event shall the City be liable to Developer for any punitive, special, 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.

11.4 Liens, Security Interests.

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

Article 12.

ANTI-SPECULATION AND ASSIGNMENT PROVISIONS

12.1 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.

12.2 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, (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 manager or managing member(s) of the Developer. If any prohibited assignment, transfer or conveyance is made, the obligation of the City to pay any further amounts of the REV Grant and the Completion Grant to the Developer shall immediately terminate. After the Substantial Completion of the Improvements, Developer shall not assign, transfer or convey items (i) or (ii) above, without the prior written consent of the City and DIA, unless both items are simultaneously conveyed; provided, however, that in such event such assignee shall enter into a duly executed 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 with respect to such lender, and such lender or assignee shall enter into collateral assignment 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, whether or not consented to by the DIA or the City, shall release Developer from any liability or obligation hereunder unless agreed to in writing by the DIA and City.

Article 13.

GENERAL PROVISIONS

13.1 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.

13.2 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, 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 fifteen (15) 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.

13.3 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.

13.4 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

Osprey River LLC
c/o Gateway Jax, LLC
100 Laura Street, Suite 700
Jacksonville, Florida 32202
Attn: Eric Shullman

With a copy to:

Driver, McAfee, Hawthorne & Diebenow, PLLC
One Independent Drive, Suite 1200
Jacksonville, Florida 32202
Attn: Cyndy Trimmer

13.5 Time.

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

13.6 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.

13.7 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.

13.8 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.

13.9 Indemnification.

Developer shall indemnify, hold harmless and defend the City, 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 actually incurred or sustained, or claimed to have been actually 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 cause by the negligence or willful misconduct of the City of Jacksonville or DIA or any of their respective officers, employees, agents or contractors. 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. 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 shall include all officers, board members, City Council members, employees, representatives, agents, successors and assigns of the City and the DIA, as applicable.

13.10 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.

13.11 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.

13.12 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.

13.13 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.

13.14 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*.

13.15 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.

13.16 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.

13.17 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 provisions relating to the City's right to conduct an audit.

13.18 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.

13.19 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.

13.20 Construction.

The word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless the context otherwise requires or unless otherwise specified.

13.21 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.

13.22 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.

13.23 Retention of Records/Audit

The Developer agrees:

(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 the 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.

13.24 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 Project Parcel.

13.25 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.

13.26 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, except as set forth in Section 12.2 hereof, 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.

13.27 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.

13.28 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.

13.29 Further Assurances.

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

1. promptly correct any defect, error, or omission herein or in any document executed in connection herewith (collectively the “Project Documents”);
2. 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;
3. 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
4. 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.

13.30 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.

13.31 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.

13.32 Further Authorizations.

The parties acknowledge and agree that the Mayor of the City, or her 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.

13.33 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.

13.34 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.

19.35 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 except to the extent such obligations expressly survive such termination.

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

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: _____
Donna Deegan, Mayor

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

Print Name: _____

By: _____
Lori N. Boyer, CEO

Print Name: _____

Form Approved:

Office of General Counsel

DEVELOPER

WITNESS:

OSPREY RIVER LLC, a Florida limited liability company

By: _____

Name: _____

Its: _____

Date: _____

Print Name: _____

Print Name: _____

GC-#1605348-v35-Gateway_N4_RDA_.doc

Certification of Funds

1Cloud Account for Certification of Funds	Amount

This above stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one (1) or more subsequently issued purchase order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), of the *Jacksonville Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Contract; 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 purchase order[s], as specified in said Contract.

 Director of Finance
 City Contract Number: _____

LIST OF EXHIBITS

Exhibit A	Project Parcel
Exhibit B	Improvements
Exhibit C	Construction Costs
Exhibit D	Minimum Requirements
Exhibit E	Porter House Park Improvements
Exhibit F	Minimum Required Capital Investment
Exhibit G	Retail Space
Exhibit H	Minimum Required LOST revenues
Exhibit I	Tiers Requirements
Exhibit J	Disbursement Request Form
Exhibit K	Conceptual Renderings
Exhibit L	JSEB Reporting Form
Exhibit M	Annual Survey
Exhibit N	N4 Streetscape Easement
Exhibit O	Non-Foreign Entity Affidavit

EXHIBIT A

Project Parcel

Denoted as N4 on master development maps, includes approximately 55,122 square feet (1.27 acres) of land bounded by W. Union Street to the north, N. Pearl Street to the east, W. Beaver Street to the south, and N. Clay Street to the west inclusive of parcel RE#s 074295-0000, 074296-0005, 074296-0020, and 074299-0000



EXHIBIT B

Improvements

1. Building with a minimum of 6 floors to be occupied for mixed residential and retail uses.
2. Residential Units: 281 residential units proposed with mix comprised of:
 - a) No fewer than 32 Studio units
 - b) No fewer than 147 1-BR units
 - c) No fewer than 46 2-BR units
 - d) No fewer than 5 3-BR units
 - e) No fewer than 266 total unit count minimum.
 - f) workspace areas shall be incorporated into not less than 20 units
 - g) Gross square footage proposed of 256,337 sf, and leasable square footage of 205,384 sf, may each adjust downward in final design by not more than 10% to remain within compliance.
 - h) Amenities include a club room, fitness center, outdoor pool, and courtyard that may be restricted for the exclusive of the residents of the Project.
3. The first two levels are concrete construction, contributing to flood resiliency. Trees and building canopies in the public realm provide for a shade coverage of 50%, exceeding the requirement of 40%, to promote heat resiliency.
4. Retail Space (Exhibit G):
 - a) Approximately 19,155 sf of Leasable Retail Space, may adjust downward in final design by not more than 10% (for a minimum of not less than 17,240 sq. ft.), to remain within compliance.
 - b) Retail Frontages at the ground level proposed totaling 390 feet (which may be reduced by up to 10%), which must include a minimum of 1 (one) restaurant tenant that provides outdoor dining options throughout the compliance period to maintain eligibility for REV Grant payments.
5. N4 Streetscape Improvements
6. N4 Public Streetscape Improvements

EXHIBIT C
Construction Costs

Development Costs	\$ 98,466,000
LESS:	
Land Costs	\$ 1,363,000
TI's & LLW	\$ 2,944,000
Other Hard Costs	\$ 2,304,000
Surveys, testing, appraisals & inspections	\$ 428,000
Permits, licenses, bonds & fees	\$ 713,000
Insurance and title	\$ 1,412,000
Property truces during development	\$ 98,000
Utilities during development	\$ 285,000
Legal and accounting	\$ 228,000
Marketing costs	\$ 499,000
Leasing Commissions	\$ 341,000
Property management startup costs	\$ 285,000
Construction management fee	\$ 571,000
Ownership Expenses	\$ 57,000
Master Plan A&E	\$ 418,000
Development Fee	\$ 3,561,000
Soft cost contingency	\$ 664,000
Years costs already included in budget	\$ 1,216,000
CONSTRUCTION COST	\$ 81,078,000

EXHIBIT D
Minimum Requirements

1. Building with a minimum of 6 floors to be occupied for mixed residential and retail uses.
2. Residential Units: 281 residential units proposed with mix comprised of:
 - a) No fewer than 32 Studio units
 - b) No fewer than 147 1-BR units
 - c) No fewer than 46 2-BR units
 - d) No fewer than 5 3-BR units
 - e) No fewer than 266 total unit count minimum.
 - f) workspace areas shall be incorporated into not less than 20 units
 - g) Gross square footage proposed of 256,337 sf, and leasable square footage of 205,384 sf, may each adjust downward in final design by not more than 10% to remain within compliance.
 - h) Amenities include a club room, fitness center, outdoor pool, and courtyard that may be restricted for the exclusive of the residents of the Project.
3. The first two levels are concrete construction, contributing to flood resiliency. Trees and building canopies in the public realm provide for a shade coverage of 50%, exceeding the requirement of 40%, to promote heat resiliency.
4. Retail Space (Retail Space):
 - a) Approximately 19,155 sf of Leasable Retail Space, may adjust downward in final design by not more than 10% (for a minimum of not less than 17,240 sq. ft.) to remain within compliance.
 - b) Retail Frontages at the ground level proposed totaling 390 feet (which may be reduced by up to 10%), which must include a minimum of 1 (one) restaurant tenant that provides outdoor dining options throughout the compliance period to maintain eligibility for REV Grant payments.
5. Substantial Completion of the N4 Clay Streetscape Improvements with required demonstration of a minimum Construction Cost thereof of \$305,000.
6. Substantial Completion of the Porter House Park Improvements, and demonstration of minimum required Construction Costs thereof of \$1,012,500 (and \$2,025,000 in the aggregate).
7. Additional Requirements.
 - i. Demonstration of and adherence to neighborhood branding guidelines, typical streetscape layout, material styling and landscape and color palette, wayfinding signage and art installations consistent with North Core branding guidelines and as approved by DDRB staff.

- ii. Developer to host a community competition to select a local artist to design and/or install a new mural or other artistic installation including the ground floor of the northern side of the building.
- iii. Installation of enhanced lighting beyond minimum requirements above the residential lobby entrance and security cameras on the exterior of the building and sidewalk bulb-outs along Pearl Street as increased safety features.
- iv. In addition to the required City-standard bike racks, Developer will install at least one additional bike rack to promote cyclability.
- v. Adherence to all commitments as submitted in the Pearl Street Narrative dated October 27, 2023.

EXHIBIT E

Porter House Park Improvements

Porter House Park Improvements will consist of three interlinked spaces. The South Park Space will be centered around a water feature and surrounded by new trees and landscaping. Public benches and an outdoor dining area for the Porter House retail space will provide opportunities to admire the fountain and landscaping. The North Park Space will be centered around a central lawn that can host regular and special event programming. Casual, flexible seating will offer opportunities for informal gatherings. The North-South Private Drive will be a curbside pedestrian priority zone (also open to limited vehicular traffic) that will link the retail storefronts and outdoor dining at the N11 building to the park spaces, while also providing a safe and comfortable path for the public to traverse the block.

Programming of the Porter House Park Improvements shall be coordinated with City's Parks, Recreation and Community Services Department. DDRB staff shall review any vertical components or installations included within the Porter House Park Improvements.

EXHIBIT F

Minimum Required Capital Investment

Development Cost	\$ 98,466,000
TI's & LLW	\$ 2,944,000
Marketing costs	\$ 499,000
Leasing Commissions	\$ 341,000
Property management startup costs	\$ 285,000
Ownership Expenses	\$ 57,000
Development Fee	\$ 3,561,000
Minus: Years costs already included in budget	\$ 1,216,000
MINIMUM PRIVATE CAPITAL	\$ 89,563,000

1. The DIA staff may approve a reduction in the Minimum Required Capital Investment of up to ten percent (10%) with an accompanying pro rata reduction in the maximum amount of the REV Grant.

2. The DIA Board may approve a reduction in the Minimum Required Capital Investment greater than ten percent (10%) but no more than fifteen percent (15%) with an accompanying pro rata reduction in the maximum amount of the REV Grant, which reduction may be made at any time up to final Completion of the Improvements.

EXHIBIT G

Retail Space

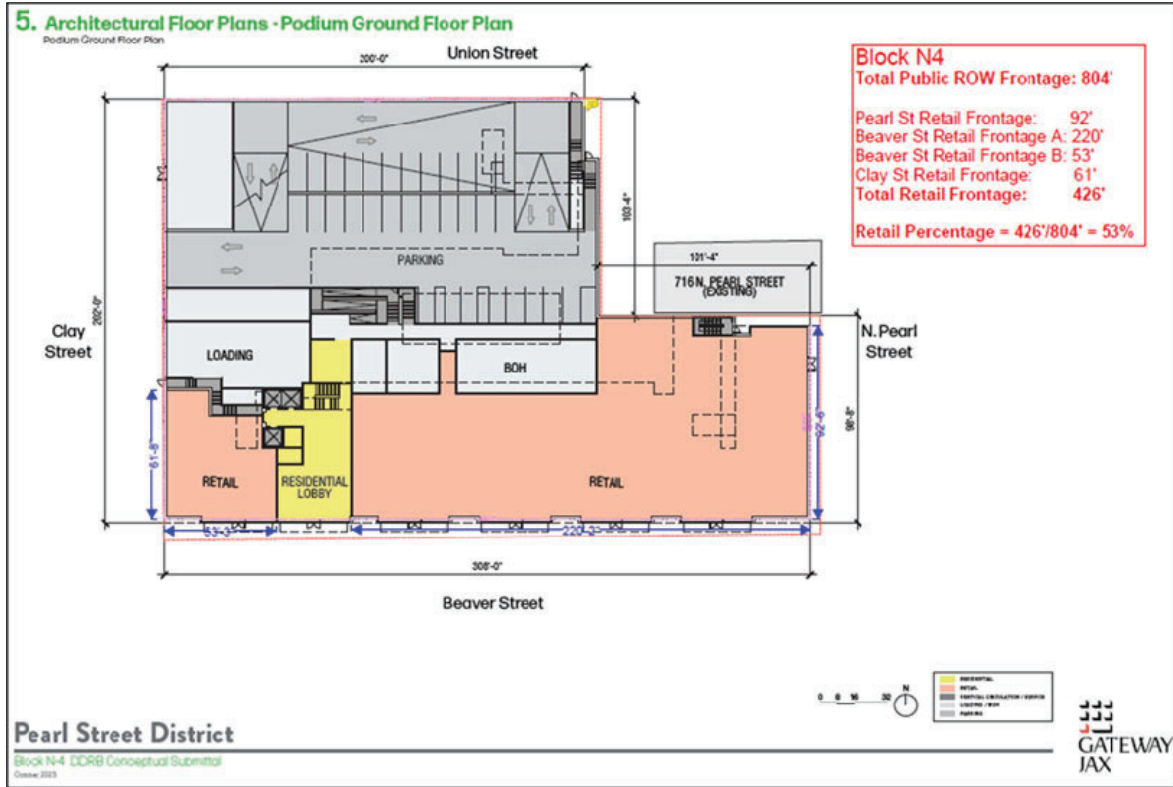


EXHIBIT H

Minimum Required LOST Revenues

Should the following cumulative amounts from each table fail to be achieved in any given year, the shortfall will be deducted from the REV Grant payable in such year.

LOST from F&B, Retail, and Comm'l Leases					
If only 60% Lease Up Target is Met			If 100% Lease Up Target is Met		
YR	Annual	Cumulative	Annual	Cumulative	
1	\$ 47,742	\$ 47,742	\$ 79,570	\$ 79,570	
2	\$ 48,697	\$ 96,439	\$ 81,162	\$ 160,732	
3	\$ 49,671	\$ 146,110	\$ 82,785	\$ 243,517	
4	\$ 50,664	\$ 196,775	\$ 84,441	\$ 327,958	
5	\$ 51,678	\$ 248,453	\$ 86,130	\$ 414,088	
6	\$ 52,711	\$ 301,164	\$ 87,852	\$ 501,940	
7	\$ 53,766	\$ 354,930	\$ 89,609	\$ 591,549	
8	\$ 54,841	\$ 409,770	\$ 91,401	\$ 682,951	
9	\$ 55,938	\$ 465,708	\$ 93,229	\$ 776,180	
10	\$ 57,056	\$ 522,765	\$ 95,094	\$ 871,274	
	\$ 522,765		\$ 871,274		
<p>1 - The applicable table is determined by which tier of Completion Grant is paid out. If only the first installment of Completion Grant is paid out, this table does not apply. The 60% and 100% columns apply only if the second and third installments of the Completion Grant are paid out, respectively.</p>					
<p>2 - Year 1 as shown in the table shall begin with the third full calendar year following substantial completion.</p>					

EXHIBIT I
Tiers Requirements

Gateway N4 – Tiers Commitments and Timing

Redevelopment Goal No. 2 – Increase rental and owner-occupied housing Downtown targeting diverse populations identified as seeking a more urban lifestyle.

2a. Actively pursue a minimum of 8,140 built and occupied multi-family dwelling units by 2030; and strive to induce construction of 425 multi-family dwelling units per year, on average [T/E].

Development to include a minimum of 266 units of multifamily housing.	Upon Substantial Completion
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2b. Improve the breadth and diversity of housing options across Downtown to provide all types, and varied price ranges, of rental and owner-occupied opportunities, including mixed-income and mixed-use structures [T/E].

<ul style="list-style-type: none"> • Development to include a minimum of 32 Studio Units, 147 1-BR units, 46 2-BR units, and 5 3-BR units. • Mixed-use property to include minimum of 19,155 sf of leasable space (downward adjuster of 10% permissible) 	Upon Substantial Completion
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2c. Maximize utilization of existing parking structures and minimize construction of new parking structures exclusively for the use of single building tenants by employing tools such as shared-use parking, proximity to shared transportation, and similar programs [T/E].

The Pearl Street District takes advantage of the existing underutilized “lighthouse garage” at N5 to satisfy a majority of the parking demand generated by the project. In addition to providing space for commercial needs, parking is programmed at approximately .78 space per unit for the N4 property. Employee and visitor spaces for each building are also parked in the garage. The N5 garage is intended to be operated for shared use with few reserved spaces.	Upon Substantial Completion
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2d. Contribute to resilience in design and construction of new residential buildings, and flexibility in response to changing residential demand for unit sizes, home workspaces, amenities, and future conversion of parking [T/E].

<ul style="list-style-type: none"> • The first two levels are concrete construction, contributing to flood resiliency. • Trees and building canopies in the public realm provide for a shade coverage for 50%. • Workspace areas to be incorporated into not less than 20 units and 	Upon Substantial Completion
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co-work space provided as an amenity to residents allowing the building to adapt to changing work trends.	
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Redevelopment Goal No. 4 – Increase the vibrancy of Downtown for residents and visitors through arts, culture, history, sports, theater, events, parks, and attractions.

4a. Create and promote a consistent brand for Downtown that conveys a sense of excitement and within the boundary of Downtown fosters distinct neighborhood identities that evoke a unique sense of place [T/E to the extent Developer incorporates adopted neighborhood brand in building features or streetscape].

Development to demonstrate and adhere to neighborhood branding guidelines, typical streetscape layout, material styling and landscape and color palette, wayfinding signage and art installations as approved by the Downtown Development Review Board (DDRB) in its December 14, 2023, Board Meeting.	Upon Substantial Completion
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4b. Support the installation of public art and aesthetic and sensory enhancements, as well as wayfinding and technology throughout Downtown [T/E].

<ul style="list-style-type: none"> • If required by the City and/or DIA, Developer to coordinate with the City and DIA to provide wayfinding signage within the public realm of N4 to help visitors navigate between surrounding public areas such as the Riverfront Plaza, JWJ Park and Skyway, Rosa Parks Station, LaVilla Heritage Trail, and City Hall and the public access components of the project including the Porter House parks, Pearl Square, and all associated retail. • Developer to create art installation in Pearl Square, Porter House Parks, and/or enhance the existing Lighthouse feature on the garage. • Designs to be approved by DIA or other City departments as may be required by the DIA, prior to installation. 	Upon Substantial Completion
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4c. Support the expansion, renovation, and improvement of existing, and creation of new, diverse civic attractions, cultural venues, theaters, and parks that provide a mix of activities and attract a broad range of demographics [T/E].

Estimated contribution of \$1,012,500 towards the development of Porter House Parks with design elements coordinated with the COJ Parks department and all work to be undertaken and completed by Developer prior to the date of Substantial Completion.	Upon Substantial Completion
--	-----------------------------

4i. Partner with arts and culture organizations as well as educational institutions to create culturally specific attractions, competitions and workforce development programs that bring

students, young professionals, etc. Downtown [T/E to the extent Developer partners with such organizations to create programming].

The developer will host a community competition to select a local artist to design and/or install a new mural or other artistic installation on the northeast corner walls where activation was identified as needed by DDRB.	Upon Substantial Completion
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Redevelopment Goal No. 5 – Improve the safety, accessibility and wellness of Downtown Jacksonville and cleanliness and maintenance of public spaces for residents, workers, and visitors.

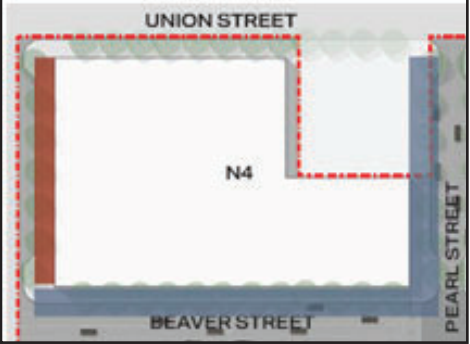
5a. Expand the installation of public infrastructure that enhances safety such as countdown timer, pedestrian signals, enhanced lighting, security cameras, etc. [T/E if Developer installed or funded].

<ul style="list-style-type: none"> • Enhanced lighting to be installed above the residential lobby entrance and security cameras on the exterior of the building. • Sidewalk bulb-outs along Pearl Street to be installed to increase pedestrian safety crossing the street. • Only work performed that exceeds minimum Downtown Overlay Zone requirements is eligible for this consideration. 	Upon Substantial Completion
---	-----------------------------

5b. Support and enforce proper cleaning, maintenance, and repair of public spaces [T/E to the extent developer assumes responsibility for maintenance of public spaces].

<ul style="list-style-type: none"> • Developer to improve the public realm fronting third-party property to bring it into compliance with Downtown Overlay Zone guidelines along Clay Street across from N4. • Developer to provide annual programming and maintenance for Pearl Square and the Porter House Parks following capital improvements and ongoing maintenance and programming costs. 	Upon Substantial Completion
--	-----------------------------

5c. Promote safe and equitable access to all Downtown facilities by improving access to buildings and other properties, amenities, transit, events, and attractions; by eliminating obstacles; and by designing for all ages and abilities [T/E to the extent streetscape or building entry modifications that enhance accessibility beyond code requirements are made by Developer].

<p>The Pearl Street District to create fully accessible public realm areas in excess of the 12-foot minimum code requirements.</p>	<p>Upon Substantial Completion</p>
<div style="display: flex; align-items: center;">  <div style="margin-left: 20px;"> <p>Corridors adjacent to N4 depicted in brown include a 16-foot public realm area and corridors depicted in blue include a 20-foot public realm.</p> </div> </div>	

5d. Promote wellness by facilitating healthy choices for food, outdoor venues for dining and gathering, and encouraging WELL certified buildings [T/E].

<p>Developer to provide urban infrastructure at N4 that promotes outdoor spaces including expansive seating areas and outdoor dining.</p>	<p>Upon Substantial Completion</p>
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Redevelopment Goal No. 6 – Improve the walkability/bike-ability of Downtown and pedestrian and bicycle connectivity between Downtown and adjacent neighborhoods of the St. Johns River.

6a. Develop interconnected, attractive, and safe pedestrian and bikeable links between the Northbank and Southbank, among neighborhoods, activities, cultural and recreation assets, greenways, and open spaces, most specifically the Emerald Trail. Encourage development of the Hogan’s Creek and McCoy’s Creek Greenways and similar projects that provide multimodal recreational trails [T/E].

<ul style="list-style-type: none"> • N4 contributes towards a retail activated corridor with expanded public realms and open public spaces that provide a critical link connecting the Urban Core of Downtown and the Hogan Street Connector segment of the Emerald Trail to one of the designated Gateway Entry Sites for the Lavilla Heritage Trail. • Bike use for residents is promoted through the inclusion of convenient storage access within the building. 	<p>Upon Substantial Completion</p>
---	------------------------------------

6b. Restore two-way streets where possible [T/E].

<p>Developer to work with the City on the Pearl Street two-way project to incorporate a variety of measures that enhances traffic calming and promote pedestrian safety.</p>	<p>Upon Substantial Completion</p>
--	------------------------------------

6c. Optimize the design of Downtown streets for pedestrians; require sidewalks of sufficient width to ensure an adequate pedestrian clear zone; reduce travel lane width to reduce vehicle speed. Increase shade on sidewalks and in public spaces in accordance with design standards and plant shade trees wherever feasible [T/E to the extent Developer provides private property for widened sidewalk, provides shade trees in excess of those required by code].

<ul style="list-style-type: none"> • The N4 block to feature enhanced public realm spaces that provide anywhere from an additional two to four feet of space on the typical street with improvements for this project that extend beyond the required road frontages for the building. • Developer to enhance the public realms on the western side of Clay Street fronting the United House of Prayer 	<p>Upon Substantial Completion</p>
--	------------------------------------

6d. Support the creation of wide, visible, dedicated bike lanes or cycle tracks on designated streets; Install interesting and safe bicycle racks in appropriate locations throughout Downtown [T/E].

<p>Developer will install at least one additional bike rack on Block N4 above the minimum Downtown Overlay Zone requirement.</p>	<p>Upon Substantial Completion</p>
--	------------------------------------

6e. Create a compact and walkable Downtown through requiring a mixture of uses in each district so that housing, activities, retail, and other businesses are within useful walking distance, requiring buildings to have active facades at street level through a mixture of restaurants (including cafes with outdoor seating), retail, and services, and by requiring direct doorways and access to the street. Minimize blank walls and surface parking [T/E].

<p>N4 will provide a minimum of 266 residential units. 19,155 leasable square feet of ground floor retail is anticipated, subject to downward adjustment as provided in the Agreement.</p>	<p>Upon Substantial Completion</p>
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**EXHIBIT J
Disbursement Request Form**

**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 J cont.

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

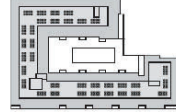
City Engineer

EXHIBIT K

Conceptual Renderings

4. Architectural Elevations

Beaver Street Elevation (South)



Pearl Street District

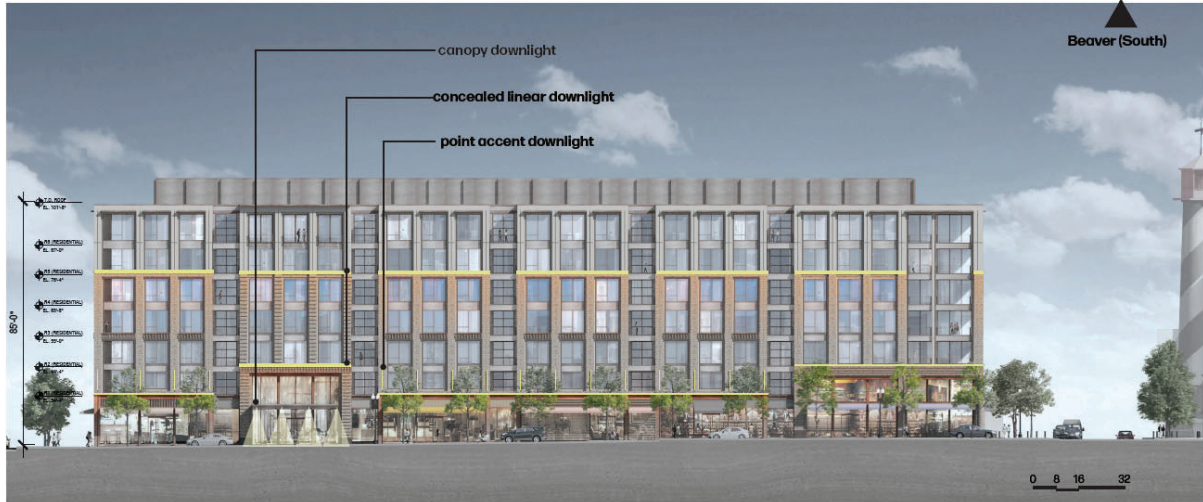
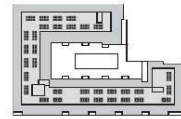
Block N-4 DDRB Final Submittal
December, 2023



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4. Architectural Elevations

Beaver Street Elevation (South) - Lighting Diagram



4. Architectural Elevations

Pearl Street Elevation (East)



Pearl Street District

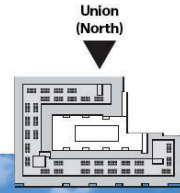
Block N-4 DDRB Final Submittal
December 2023



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4. Architectural Elevations

Union Street Elevation (North)



Pearl Street District

Block N-4 DCRB Final Submittal
December 2023



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4. Architectural Elevations

Clay Street Elevation (West)



Pearl Street District

Block N-4 DDRB Final Submittal
December, 2023



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EXHIBIT L

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 M

Annual Survey

[To be inserted prior to execution]

EXHIBIT N

N4 Streetscape Easement

Prepared by and return to:

John Sawyer, Esq
Office of General Counsel
City of Jacksonville
117 West Duval St. 32202

PUBLIC ACCESS EASEMENT

This Public Access Easement (this “Easement”) is made as of _____, 2024 by OSPREY RIVER LLC, a Florida limited liability company (“Owner”), whose post office address is c/o Gateway Jax, LLC, 100 Laura Street, Suite 700, Jacksonville, Florida 32202, and the CITY OF JACKSONVILLE, a consolidated municipal and county political subdivision of the State of Florida (the “City”), whose post office address is 117 West Duval Street, Suite 400, Jacksonville, Florida 32202.

A. The Owner and City are parties to a Redevelopment Agreement dated _____ for the construction and development of a mixed-use multi-story building on that certain parcel of land described on Exhibit A attached hereto (the “Owner’s Parcel”) and in connection therewith Owner will receive certain economic development incentives (the “RDA”).

B. The Owner’s Parcel is contiguous with portions of the public rights of way along W. Beaver St., N. Clay St. & W. Union St. and N. Pearl St., including approximately 3,629 feet and as legally described and generally depicted on Exhibit B attached hereto (the “Owner’s Easement Area”).

C. City is the fee simple owner of certain real property that is immediately adjacent to Owner’s Easement Area, approximately 11,694 square feet and as legally described and generally depicted on Exhibit C attached hereto (“City Right of Way”);

D. City is the fee simple owner of a right of way described on Exhibit “D” attached hereto which is directly across Clay Street from Owner’s Parcel between W. Beaver and W. Union Streets, approximately 3,776 square feet and as legally described and generally depicted on Exhibit D attached hereto (the “Clay Street Right of Way”);

E. As a condition for receiving certain economic development incentives, the RDA requires Owner to construct certain improvements within the Owner’s Easement Area, the City Right of Way and the Clay Street Right of Way (collectively, the “Horizontal Streetscape Improvements”). The Horizontal Streetscape Improvements are more specifically defined in

section 2.11 of the RDA and in Exhibit “E” attached hereto.

F. The Horizontal Streetscape Improvements are for the use and enjoyment of the public, and City and Owner have agreed it is in their mutual best interests that the Horizontal Streetscape Improvements should be maintained by City so that the aesthetic integrity of the areas on and around the Owner’s Parcel can be maintained.

G. The City and the Owner have entered into this Easement for the purpose of allocating certain obligations and costs and evidencing their agreement to cooperate in the maintenance of the Horizontal Streetscape Improvements.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Owner hereby grants, dedicates and conveys to the City, for the use and benefit of the City, its successors and assigns, and the general public, a non-exclusive, unobstructed easement on, over, through and across the Owner’s Easement Area, for the purpose of pedestrian ingress, egress, passage, use, and access on, over, through and across the sidewalk immediately adjacent to the building located within the Owner’s Easement Area, and pedestrian, bicycle and other non-motorized vehicle ingress, egress, passage, use, and access on, over, through and across the Easement Area. Additionally, Owner hereby grants, dedicates and conveys to the City, for the use and benefit of the City, its successors and assigns, a non-exclusive, unobstructed easement on, over, through and across the Owner’s Easement Area and for the purpose of City’s maintenance, repair and replacement of the Horizontal Streetscape Improvements located within Owner’s Easement Area.

2. Grant of License. City hereby grants Owner a license on, over, through and across the City Right of Way and Clay Street Right of Way to install and construct the Horizontal Streetscape Improvements within the City Right of Way and the Clay Street Right of Way in accordance with the terms and conditions of the RDA, and at the election of the Owner at its sole cost and expense, to subsequently maintain, repair and replace such Horizontal Streetscape Improvements in coordination with the City’s Department of Public Works.

3. Reservation of Rights. The easement rights granted in this Easement are non-exclusive in nature. To the extent that it does not unreasonably interfere with the purposes of this Easement or diminish the rights of the City, its successors and assigns, and the general public hereunder, Owner, for itself and its successors and assigns, hereby reserves the right to: (a) use the Owner’s Easement Area for any lawful purpose, (b) grant additional easements and licenses to others over, across, and under the Owner’s Easement Area, (c) construct and install improvements within the Owner’s Easement Area as depicted on Exhibit E, including, but not limited to, driveways, roadways, entrances, sidewalks, landscaping, and other horizontal or vertical improvements.

4. Term. This Easement will expire on the later to occur of: (i) forty (40) years after Substantial Completion of the Improvements; or (ii) expiration of the useful life of the

Improvements.

5. Maintenance. City will have the continuing obligation to maintain, repair and replace as necessary all portions of the Horizontal Streetscape Improvements located within the Owner's Easement Area, the City Right of Way and the Clay Street Right of Way including without limitation all lighting, hardscaping, benches, pavement and landscaping located within the Owner's Easement Area, the City Right of Way, and the Clay Street Right of Way at City's sole expense to keep the same in good order, condition and repair consistent with City's standard maintenance practices for public rights of way. Owner may perform additional maintenance on the City Easement Area and the Clay Street Right of Way with prior written notice to City and at Owner's sole cost and expense, and subject to the insurance requirements as set forth on Exhibit F attached hereto.

6. Right to Encumber. Owner may encumber the Owner's Easement Area with a mortgage and related security documents; provided, however, any such mortgage and related security documents shall be subordinate to the easements granted in this Easement.

7. Ownership of Horizontal Streetscape Improvements. Notwithstanding anything to the contrary in this Agreement, all Horizontal Streetscape Improvements located within the City Right of Way and the Clay Street Right of Way are for the use and enjoyment of the public and shall remain the property of City. Notwithstanding anything to the contrary in this Agreement, all Horizontal Streetscape Improvements located within the Owner's Easement Area are for the use and enjoyment of the public and shall remain the property of Owner. Upon termination of this Easement, City will own all Horizontal Streetscape Improvements located within the City Easement Area and the Clay Street Right of Way.

8. Release and Indemnification. Owner shall forever release, discharge, and indemnify City and save it harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage or any other damage, loss, cost, action, claim, suit, injury, liability, judgment and expense of whatever kind or nature (including without limitation reasonable attorneys' fees and costs, expert witness fees and court costs at all trial, administrative and appellate levels) arising from or out of any occurrence in, upon, at or from the Owner's Easement Area, Horizontal Streetscape Improvements within the Owner's Easement Area, or any part thereof, occasioned wholly or in part by any act or omission of Owner, its agents, contractors, employees, servants, licensees or concessionaires, including the failure of Owner to properly install the Horizontal Streetscape Improvements within the Owner's Easement Area; provided, however, the foregoing shall not apply to the extent any suits, actions, damages, liability and expense are caused by the gross negligence or intentional misconduct on the part of City; provided that this provision does not alter, amend or expend the parameters of Section 768.28, Florida Statutes. In the event that Owner assigns this Easement in connection with the conveyance of Owner's adjacent property to a new owner (the "New Owner"), then Owner's indemnification of the City as described herein shall relate to the period of time prior to such assignment and New Owner shall indemnify the City as required by this Section for the period of time following such assignment.

9. Insurance. See Exhibit F attached hereto and incorporated herein by this

reference for the insurance requirements of Developer with regard to both the construction of the Project and the performance of enhanced maintenance by Developer.

10. Notices. All notices required or permitted under this Easement shall be given in writing at the following addresses and in the following manner. The addresses of Owner and the City are as follows:

Owner:
Osprey River LLC
c/o Gateway Jax, LLC
100 Laura Street, Suite 700
Jacksonville, Florida 32202
Attn: Eric Shullman

City:
City of Jacksonville
117 West Duval Street
Jacksonville, Florida 32202
Attention:

With a required copy which shall not constitute notice to:

City of Jacksonville
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Government Operations

Any notice, request, or other communication required or permitted to be given under this Easement shall be in writing, addressed to each party at the address set forth above or such other address as provided by written notice by one party to the other, and shall be delivered by (i) hand delivery, (ii) commercial courier service (such as Federal Express), or (iii) United States registered or certified mail, return receipt requested, postage prepaid. Any such notice shall be considered delivered on the date of hand delivery, the date of delivery by commercial courier service, or the date that is three (3) days after deposit in the United States mail.

11. Running With Land. All provisions of this Easement, including the benefits and burdens, shall run with the title to the Owner's Parcel and are binding upon and inure to the benefit of the respective heirs, successors, and assigns of Owner and the City. The obligations and covenants of Owner hereunder (i) constitute covenants running with title to the Owner's Parcel, (ii) touch and concern the Owner's Parcel, and benefit the City Rights of Way and the Clay Street Right of Way, and (iii) bind all future owners of the Owner's Parcel as if such future owners were parties to this Easement in the place of Owner.

12. Representations and Warranties. Owner hereby represents and warrants that (i) Owner is the sole owner of the Owner's Parcel, (ii) it has the power and authority to grant the

rights herein given, (iii) no consent to or approval of this Easement is required from any lender or other third party, and (iv) there are no mortgages encumbering any of the Owner's Parcel, except for those mortgages held by the mortgagees who have executed the consent and joinder of mortgagee attached hereto, if any.

13. Recitals; Exhibits. The recitals set forth in this Easement are true and correct. The recitals and all exhibits, schedules, and addenda attached hereto are incorporated herein by reference.

14. Controlling Law and Venue. This Easement shall be construed, interpreted, and controlled according to the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. The parties agree that venue with respect to any state or federal litigation in connection with this Easement shall lie exclusively in Duval County, Florida.

15. Severability. The invalidity or unenforceability of any one or more provisions of this Easement shall not affect the validity or enforceability of the remaining portions of this Easement, or any part of this Easement not held to be invalid or unenforceable.

16. Estoppel. Either Owner or the City shall from time to time, within twenty (20) days after request by the other party (the "Requesting Party"), give an estoppel certificate to any purchaser, lender, entity, or person specified by the Requesting Party stating whether this Easement is still in effect as of the date of the estoppel certificate, stating whether the requesting party is in default under this Easement as of the date of the estoppel certificate, and containing such other matters as may be reasonably requested by Requesting Party.

17. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement.

18. Modification. This Easement may not be amended, modified, altered, or changed in any respect whatsoever, except by an amendment in writing duly executed by the parties hereto and recorded in the Public Records of Duval County, Florida.

[remainder of page intentionally blank; signature pages follow]

IN WITNESS WHEREOF, the undersigned set their hands and seals as of the date first above written.

Signed, sealed, and delivered
in the presence of:

OWNER:

OSPREY RIVER LLC, a Florida limited
liability company

Print Name: _____

Address: _____

By: _____

Name:

Title:

Print Name: _____

Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by OSPREY RIVER LLC, a Florida limited liability company, on behalf of the company. Such person is personally known to me or has produced _____ as identification.

Signature of Notary Public

Print Name: _____

Notary Public, State and County aforesaid

Commission No.: _____

My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

Name Printed: _____

Address: _____

Name Printed: _____

Address: _____

CITY:

CITY OF JACKSONVILLE, FLORIDA, a
municipal corporation and political subdivision of
the State of Florida

By: _____

Donna Deegan as Mayor

Attest:

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 _____, 2024, by _____,
for and on behalf of Mayor Donna Deegan, as aforesaid, and James R. McCain, Jr., as
Corporation Secretary, on behalf of the City of Jacksonville, a Florida municipal corporation,
who are personally known to me.

Notary Public, State of Florida

Print Name: _____

Commission No. _____

My Commission Expires: _____

Form Approved (as to City):

Office of General Counsel

GC-#1633221-v5-Gateway_N4_Public_Access_and_Maintenance_Easement.docx

[end of signature pages]

Exhibits

- Exhibit A Owner's Parcel Legal Description
- Exhibit B Owner's Easement Area Legal Description & General Depiction (depicted in RED on the map)
- Exhibit C City Right of Way Legal Description & General Depiction (depicted in YELLOW on the map)
- Exhibit D Clay Street Right of Way Legal Description & General Depiction (depicted in BLUE on the map)
- Exhibit E Horizontal Streetscape Improvements – (definition of Improvements for each area)
- Exhibit F Insurance Requirements of Developer

EXHIBIT A

Legal Description of the Owner's Parcel

[To be inserted after confirmation by survey]

EXHIBIT B

Legal Description & General Depiction of Owner's Easement Area (RED)

[To be inserted after confirmation by survey]

EXHIBIT C

Legal Description & General Depiction of City Right of Way (YELLOW)

[To be inserted after confirmation by survey]

EXHIBIT D

Legal Description & General Depiction of Clay Street Right of Way (BLUE)

[To be inserted after confirmation by survey]

EXHIBIT E

List of Horizontal Streetscape Improvements to be installed by Owner

Public realm improvements shall be as reflected in the Pearl Street District Block Multi-Phase Site plan Final Submittal approved by DDRB in the final approval letter dated October 17, 2023 which generally consist of the following:

- Hardscape concrete and pavers
- Landscape
- Street lights
- Garbage cans
- Benches
- Bike racks

EXHIBIT F

Insurance Requirements of Developer

Without modifying the parties' common law rights and obligations to each other and to third parties, Developer agrees to maintain commercial general liability insurance in connection with the Horizontal Streetscape Improvements in the following amounts:

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 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.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	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	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).

In addition, Developer shall name the City and Grantor as additional insureds in the commercial general liability policy. The commercial general liability insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better. The insurance provided by Developer shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or the City's members, officials, officers, employees and agents or by Grantor or its members, officials, officers, employees and agents. Developer shall also maintain such additional insurance in connection with the Horizontal Streetscape Improvements with such coverage amounts as are commercially reasonable based upon the intended use of the Horizontal Streetscape Improvements. Developer agrees, and will require its contractors, to indemnify, defend and hold harmless the City and Grantor and their respective agents, representatives, officers, officials, employees and assigns, from and against all and any loss, cost, damage, action, claim, suit, injury, liability, judgment and expense of whatever kind or nature (including without limitation reasonable attorneys' fees and costs, expert witness fees and court costs at all trial, administrative and appellate levels) (collectively, "Losses") incurred in connection with or arising out of (i) any contractors or assigns, related to this Agreement or the maintenance and operation of the Horizontal Streetscape Improvements, (ii) any breach of the terms or conditions of this Easement, and/or (iii) any injury (whether mental or corporeal), including death, to persons or damage to property or the Horizontal Streetscape Improvements in any manner resulting from or arising out of the installation, maintenance, failure to maintain, use, repair, destruction, removal or existence of the Horizontal Streetscape Improvements; provided, however, that the foregoing indemnification shall not be applicable to the extent caused by the sole negligence or willful misconduct of the City or Grantor or their respective agents, representatives, officers, officials, or employees. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Easement or otherwise. This paragraph will survive the expiration or termination of this Easement.

EXHIBIT O to RDA

NON-FOREIGN ENTITY AFFIDAVIT

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared _____, who being first duly sworn, on oath deposes and says under penalty of perjury that he/she is the _____ of Osprey River LLC, a Florida limited liability company (“Developer”), who is or may be a recipient of certain economic incentives from CITY OF JACKSONVILLE, a political subdivision and municipal corporation of the State of Florida, and the Downtown Investment Authority, a community redevelopment agency of the City of Jacksonville, including but not limited to a REV Grant and Completion Grant, and hereby attests, affirms and certifies that (i) I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit, (ii) Developer is not owned or controlled by the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a “Foreign Country of Concern”), including any agency of or any other entity of significant control of such Foreign Country of Concern; where “controlled by” means having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise, and a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; and (iii) Developer is not an entity that is a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity. The undersigned does hereby execute this affidavit for the purpose of complying with the provisions of Section 288.0071, Florida Statutes, Economic Incentives to Foreign Countries of Concern Prohibited.

DATED as of _____, 202_.

Print Name: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 202_, by _____ as _____ of _____, a _____ corporation, on behalf of said corporation. Said individual [] is personally known to me or [] has produced _____ as identification.

Name: _____

NOTARY PUBLIC, State of Florida

(SEAL) Serial Number (if any) _____

My Commission Expires: _____

Redevelopment Agreement

among

The City of Jacksonville,

The Downtown Investment Authority,

and

721 Pearl Garage, LLC

REDEVELOPMENT AGREEMENT

This **REDEVELOPMENT AGREEMENT** (this “Agreement”) is made this ___ day of _____, 2024 (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 **721 Pearl Garage, LLC**, a Florida limited liability company (the “Developer”).

Article 1. PRELIMINARY STATEMENTS

1.1 The Project.

Developer owns an approximately 1.50-acre site bounded in part by W. Union Street to the north and N. Julia Street to the east, W. Beaver Street to the south, and N. Pearl Street to the west, inclusive of RE# 074015 0000, as more particularly described on **Exhibit A** attached hereto (the “Project Parcel”). The Project Parcel is located within the North Bank Downtown Community Redevelopment Area. The Developer intends to redesign and redevelop a minimum of a 5-story garage to be rehabilitated to include 15,000 square feet of leasable retail space, and certain other improvements and amenities as set forth on **Exhibit B** attached hereto (collectively, the “Improvements”). The Project will have a Minimum Required Capital Investment (as hereinafter defined) in the amount of Ten Million Two Hundred Fifty-Four Thousand Seven Hundred and NO/100 Dollars (\$10,254,700) by or on behalf of the Developer.

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 2023-11-07, as modified by Resolution 2024-04-12, (collectively, the “Resolutions”), and the City Council has authorized execution of this Agreement pursuant to City Ordinance 2024-495-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 Minimum Required Capital Investment of \$10,254,700.
- (b) The DIA has determined that the Project is consistent with the following North Bank Community Redevelopment Area Plan Redevelopment Goals:
- (i) (ii) Redevelopment Goal No. 3 Increase and diversify the number and type of retail, food and beverage, and entertainment establishments in Downtown.
 - (ii) Redevelopment Goal No. 4. Increase the vibrancy of Downtown for residents and visitors through arts, culture, history, sports, theater, events, parks, and attractions.
 - (iii) Redevelopment Goal No. 5. Improve the safety, accessibility, and wellness of Downtown Jacksonville and cleanliness and maintenance of public spaces for residents, workers, and visitors.
 - (iv) Redevelopment Goal No. 6. Improve the walkability/bike-ability of Downtown and pedestrian and bicycle connectivity between Downtown and adjacent neighborhoods and the St. Johns River.

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 9.1.

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 to coordinate all project related activities with the designated Project Coordinator, unless otherwise stated herein.

1.6 Maximum Indebtedness.

The maximum indebtedness of the DIA and City for all fees, grants, reimbursable items or other costs pursuant to this Agreement shall not exceed the sum of FOUR MILLION FOUR HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$4,480,000.00)

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.

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 Base Year.

The base year for purposes of the REV Grant authorized by this Agreement shall be the 2021 tax year. In the event Developer does not Commence Construction of the Improvements by December 14, 2026, the Base Year shall revert to the calendar year prior to the actual Commencement of Construction Date.

2.3 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. For avoidance of doubt, Capital Investment shall not include any brokerage fees; any costs attributable to financing, including interest and carry costs; marketing costs; any developer or similar fees to the Developer or its Affiliate; tenant improvement costs; tenant allowances; leasing commissions; or payments or funds provided by the City or the DIA pursuant to this Agreement.

2.4 City Council.

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

2.5 Commence Construction.

The terms "Commence" or "Commenced" or "Commencing" Construction as used herein when referencing the Improvements or any portion thereof means the date when Developer (i) has completed all pre-construction engineering and design; obtained all necessary licenses, permits and governmental approvals to commence construction of the 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 Improvements 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 sufficient to complete the construction of the Improvements; 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) of the Improvements on an ongoing basis without any Impermissible Delays (defined herein).

2.6 Construction Costs.

"Construction Costs" means direct design, engineering, and construction costs incurred by Developer in connection with the Improvements (exclusive of land costs, surveys, geotechnical environmental and construction testing, and construction inspector's fees, , and permitting), but including, without limitation, soft and hard costs associated with the design, engineering, and construction as itemized in the Budget for such Improvements as set forth in **Exhibit C** attached hereto. For the purposes of this paragraph, "softs costs" shall exclude developer fees, construction management fees and other similar fees paid to related parties or affiliates, tenant improvements, marketing costs, leasing commissions, property management start-up costs, development fee, financing costs, interest reserves, operating reserves, and Years' table costs as set forth elsewhere in this Agreement. Any other softs costs shall be subject to the review and approval by the DIA, consistent with the terms of this Agreement.

2.7 DDRB.

The Downtown Development Review Board of the City.

2.8 Developer Performance Schedule.

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

2.9 Downtown Investment Authority.

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

2.10 Horizontal Streetscape Improvements.

The term "Horizontal Streetscape Improvements" means, collectively, the N5 Public Streetscape Improvements and the N5 Streetscape Improvements.

2.11 Impermissible Delay

The term “Impermissible Delay” means failure of Developer 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 the Improvements at any time prior to the Substantial Completion of such improvements for a period of more than thirty (30) consecutive calendar days, except in cases of any delays attributable to any Force Majeure Event. 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 commercially reasonable efforts shall not be an Impermissible Delay, as long as Developer continues its commercially reasonable efforts to obtain such permits and approvals.

2.12 Improvements.

The term “Improvements” is defined in Section 1.1 above and as further described on **Exhibit B** attached hereto.

2.13 Leasable Retail Space.

The term “Leasable Retail Space” in connection with the Completion Grant authorized hereunder means a minimum of 13,500 square feet of ground floor, street-facing Retail Space (as such term is defined in the DIA’s Retail Enhancement Program guidelines) and materially consistent with **Exhibit G** as determined by the DIA in its sole discretion.

2.14 Local Option Sales Tax.

The term “Local Option Sales Tax” or “LOST” means the annual local option sales taxes generated from food and beverage sales, retail sales and commercial leases within the Improvements, consistent with the terms and condition as set forth in the LOST Reporting Requirements in Section 5.3 hereof, with the minimum required amounts thereof as shown on **Exhibit H** attached hereto.

2.15 Minimum Developer Equity Requirement.

The term “Minimum Developer Equity Requirement” shall mean the minimum required Developer equity invested in the Improvements in the minimum amount of THREE MILLION FIVE HUNDRED EIGHTY NINE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$3,589,100.00).

2.16 Minimum Required Capital Investment.

The term “Minimum Required Capital Investment” shall mean the minimum required Capital Investment to be made by the Developer in the Improvements which shall be TEN MILLION TWO HUNDRED FIFTY FOUR THOUSAND AND SEVEN HUNDRED AND NO/100 DOLLARS (\$10,254,700.00) exclusive of brokerage fees; any costs attributable to

financing, including interest and carry costs; marketing costs; developer or similar fees to the Developer or its Affiliate; tenant improvement costs; tenant allowances; leasing commissions; or payments or funds provided by the City or the DIA pursuant to this Agreement, as set forth on **Exhibit F** attached hereto. In the event the Minimum Required Construction Costs are reduced consistent with Section 11.2 hereof, the Minimum Required Capital Investment as set forth in this Section shall reduce on a dollar-for-dollar basis.

2.17 Minimum Required Construction Costs.

The term “Minimum Required Construction Costs” shall mean the minimum required Construction Costs to be made by the Developer in the Improvements which shall be FOUR MILLION THREE HUNDRED THIRTY THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS (\$4,330,700.00).

2.18 Minimum Requirements.

“Minimum Requirements” with regard to the Improvements shall mean those minimum requirements as set forth on **Exhibit D** attached hereto and incorporated herein by this reference.

2.19 N5 Streetscape Easements.

Those certain perpetual easements over a portion of the Developer’s property in favor of the City to be provided simultaneous with the request for funding of the first installment of the Completion Grant.

2.20 N5 Public Streetscape Improvements.

Those certain improvements to be located on City-owned real property directly adjacent to Developer-owned real property, including but not limited to the installation of shade trees bringing the percentage of shaded area comprising the Horizontal Streetscape Improvements to not less than fifty percent (50%), along the perimeter of Project Parcel, to bring it into compliance with Downtown Overlay Zone guidelines, with the design thereof coordinated with the City Department of Public Works and subject to DDRB approval, in compliance with all Downtown Overlay Zone requirements.

2.21 N5 Streetscape Improvements.

Those certain improvements to be located on Developer-owned real property, including but not limited to the installation of shade trees bringing the percentage of shaded area across the area comprising the Horizontal Streetscape Improvements to not less than fifty percent (50%), along the perimeter of Project Parcel, to bring it into compliance with Downtown Overlay Zone guidelines, with the design thereof coordinated with the City Department of Public Works and subject to DDRB approval, in compliance with all Downtown Overlay Zone requirements.

2.22 Party or Parties.

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

2.23 Permit Approvals.

The term “Permit Approvals” shall mean all permits and regulatory approvals needed for the construction of the Improvements which shall include final 10-set and DDRB approval for the Improvements.

2.24 Plans and Specifications.

The Plans and Specifications for the construction of the Improvements as reviewed and approved by the Construction Inspector and the City and all amendments and modifications thereto as approved by the City to the extent approval is required.

2.25 Project.

The term “Project” shall mean, collectively, the Improvements (inclusive of the Minimum Requirements), and the obligations of the Developer under this Agreement, as more specifically described herein.

2.26 Project Parcel.

The term “Project Parcel” is defined in Section 1.1 above.

2.27 Restaurant Improvements.

A minimum of one ground floor restaurant that provides outdoor seating and extended hours, including evenings, beyond traditional office hours and on weekends, which shall be Substantially Completed and open for business within six (6) months of the Outside Completion Date (defined below). In the event that the operator of the Restaurant changes, the Restaurant may be closed for not more than ninety (90) consecutive days (“Restaurant Closure”) subject to delay attributable to any Force Majeure Event; notwithstanding the foregoing, the CEO of the DIA may extend the Restaurant Closure for up to an additional ninety (90) days (for an aggregate of up to 180 days) in her sole discretion for good cause shown by Developer. Failure to maintain Restaurant Closure requirements will result in the loss of REV payment in any such year which will not, however, affect the Maximum REV Grant Amount of or term of the REV Grant.

2.28 Substantial Completion.

As to the Improvements, “Substantially Completed,” “Substantial Completion” or “Completion” means that, with respect to the Improvements (except for any space to be occupied by a commercial 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 by the City of Jacksonville, if applicable, so that the Improvements are 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.

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 throughout the term of this Agreement:

(i) the execution and delivery by Developer of this Agreement and any document related to this Agreement have been approved by all parties whose approval is required including by the Developer pursuant to the terms of the Developer's governing documents;

(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 and any document related to this Agreement on behalf of the Developer are duly authorized and fully empowered to execute the same for and on behalf of the Developer;

(iv) the Developer and each entity with a direct or indirect ownership interest in 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 with a direct or indirect ownership interest in 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.

Subject in all events to any delays attributable to one or more Force Majeure Events, the City, the DIA and the Developer have jointly established the following dates for the Developer’s obligations under this Agreement (collectively, the “Developer Performance Schedule”):

- (i) A completed application shall be submitted to DDRB no later than June 1, 2024, for Conceptual Approval of the Project. Final design (including final DDRB approval) to be completed no later than December 31, 2024.
- (ii) Developer shall submit applications for all Permit Approvals necessary to Commence Construction of the Improvements no later than February 28, 2025 and pursue the same with commercially reasonable diligence.
- (iii) Developer shall Commence Construction of the Improvements by _____ (*insert date that is twelve (12) months from the effective date of the ordinance authorizing this agreement*) (the “Commencement of Construction Date”) and provide promptly written notice to the City, and thereafter Developer shall proceed without any Impermissible Delays through Substantial Completion thereof
- (iv) Developer shall Substantially Complete the Improvements (but for the purposes of this subparagraph (iv), Improvements shall not include the Restaurant Improvements, which must be Substantially Completed, leased and open for business within six (6) months of the Completion Date), on or before that date that is twenty-four (24) months from the Commencement of Construction Date (the “Completion Date”), and shall submit promptly written notice of the Completion Date to the DIA for its written confirmation in accordance with the terms and conditions contained in this Agreement. For purposes of clarity, in the event the Improvements are Substantially Complete prior to the Completion Date, the Completion Date for the purposes of calculating the six (6) months window for the Restaurant Improvements to be leased and operating for their intended purposes shall be calculated from the date that is twenty-four(24) months from the Commencement of Construction Date (the “Outside Completion Date”).

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 hereby agrees to undertake and complete the construction and development of the Improvements in accordance

with this Agreement and the Developer Performance Schedule, in all events subject to delays attributable to one or more Force Majeure Events, 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 for up to six (6) months in her sole discretion for good cause shown by Developer. Any extensions greater than the aggregate six months as described above (with the exception for extensions due to delays attributable to one or more Force Majeure Events) shall require City Council approval. Any change to the Commencement of Construction Date pursuant to this paragraph shall automatically result in a corresponding extension to the Completion Date. Extensions to any other dates within the Developer Performance Schedule shall serve only to extend the individual date referenced.

Article 5. REV GRANT

5.1 Recaptured Enhanced Value Program; Amount.

Subject to the terms and conditions of this Agreement, the DIA shall make a Recaptured Enhanced Value grant ("REV Grant") in a total amount not to exceed \$2,574,000.00 (the "Maximum REV Grant Amount"), partially payable beginning in the first year following the Substantial Completion of the Improvements, and their inclusion on the City tax rolls at full assessed value (the "Initial Year") and ending 17 years thereafter (the "Final Year"), all as more fully described below in this Article 5. In the event of the expiration or earlier termination of the Northbank West CRA TIF, the City agrees to fund the REV Grant in accordance with the terms of this Agreement.

The estimated assessed value of the Improvements incorporates the value of the parking garage component of the Improvements using the income approach and provides a value for this element of \$9,610,714 (based on projected annual income of \$672,750 and a cap rate of 7%). Should the pro forma NOI of the parking garage space change prior to Substantial Completion of the Improvements, and not be offset by a commensurate cost change in the retail space, DIA reserves the right to review the impact on the estimated taxable value and reduce the Maximum REV Grant Amount accordingly. For these purposes, Developer shall be required to disclose any parking lease agreements or deviations from development plans submitted for underwriting that occur prior to closing, or otherwise attest that no material changes occurred from the time of the approval by the DIA Board.

Notwithstanding the foregoing, the City's and DIA's obligation to fund the REV Grant is subject to the condition that the Improvements, inclusive of the Minimum Requirements applicable to the Improvements, are Substantially Completed by the Completion Date, subject to extension due to a Force Majeure Event or by an extension granted by the CEO of the DIA, in each case subject and pursuant to the terms and conditions of this Agreement.

5.2 Payments of REV Grant.

The REV Grant shall be paid by the DIA to the Developer by check or wire transfer, in annual installments determined in accordance with Section 5.3, 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 the REV Grant in excess of the amount stated in Section 5.1 or after payment of the final installment due May 15 of the Final Year, and, except as expressly provided in this Agreement, the REV Grant payments as determined pursuant to Section 5.3 shall not be subject to reduction or repayment.

5.3 Determination of Annual Installments of REV Grant.

The amount of each annual installment of the REV Grant shall be the sum which is equal to 75% of the Annual Project Revenues (as defined and determined in this Section 5.3) actually received by the DIA (or the City, as applicable) during the twelve (12) month period ended April 1 preceding the due date of such annual installment. For the purposes of this Agreement, “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 (with tangible personal property capped in the aggregate at \$2,250,000 for each year of the REV Grant) comprising the Project Parcel, less the amount of all municipal and county ad valorem taxes that would have been levied or imposed on the Project Parcel using the assessed value for the Base Year, which for the purposes of this Article 5 shall be \$481,822 (subject to any adjustments as made by the Duval County Property Appraiser’s Office or as recalculated per Section 2.2 hereof) exclusive of any debt service millage. Notwithstanding anything in this Agreement to the contrary, in the event Developer fails to Commence the Improvements by December 14, 2026, which is five (5) years following the acquisition date of the property, and assuming this Agreement is amended so that the Developer remains eligible for the REV Grant, the assessed value for the Base Year for the purposes of the REV Grant calculation shall be the assessed value from the most recent tax year preceding the actual Commencement date for the Horizontal Improvements. 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 Project Parcel, 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 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 REV Grant payment based on the Annual Project Revenues in such future year’s notice.

For the purposes of this Section 5.3, commencing with the first January 1 date following the expiration of the two-year period to apply for the second and third installment of the Completion Grant (the “LOST Reporting Commencement Date”), Developer shall be responsible for collecting and submitting to the DIA from those property owners and tenants of any portion of the Improvements copies of sales tax receipts remitted annually on a calendar year basis by the applicable property owner and tenant sufficient to demonstrate that Developer has satisfied the applicable Minimum Required LOST Revenues as set forth on Exhibit H attached hereto (copies of form DR-15 or equivalent, collectively, the “LOST Reporting Requirements”). The LOST Reporting Requirements shall be due on an annual basis commencing with second April 1 date after the LOST Reporting Commencement Date, and continuing on each April 1 thereafter for a period of ten (10) years (the “LOST Remittance Period”). Amounts that fall short of the cumulative LOST remittance anticipated in any given calendar year beginning with the first year of the LOST Remittance Period, as set forth on Exhibit H attached hereto, through year ten of the LOST Remittance Period will be withheld from the REV Grant payment applicable to such calendar year. Any such reduction will not affect the Maximum REV Grant Amount of or term of the REV Grant. Failure to submit the LOST Reporting Requirements shall be applied as if no LOST revenues were received in such year. Developer acknowledges and agrees that during the term of the REV Grant, all retail tenants occupying retail space within the Improvements are ineligible for funding under any DIA incentive program.

Except as provided below, within thirty (30) days of receipt of said notice, DIA shall provide Developer with a calculation as to the annual 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 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 REV Grant calculation and make the 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 REV Grant payment would be based. In that event, the date that the DIA is required to provide the 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 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 Annual Project Revenues under this Article 5 are based for that tax year, and (ii) the amount of the adjusted Retail Annual Project Revenues paid by the Developer.

5.4 Non-Foreign Entity Affidavit.

Notwithstanding anything in this Agreement to the contrary, as a condition precedent to the City's and DIA's obligations under this Agreement including any obligation to pay any portion of the REV Grant or Completion Grant to the Developer, the Developer shall have provided to the City an executed and notarized non-foreign entity affidavit in form and substance satisfactory to the City and substantially in the form attached as **Exhibit O** hereto.

5.5 Further disclaimer.

The 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 5. The City and DIA shall not be obligated to pay the 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 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 REV Grant or any installment thereof.

**Article 6.
COMPLETION GRANT**

6.1 Completion Grant; Amount.

The Developer shall be eligible for a Completion Grant ("Completion Grant"), payable in three installments, in the maximum, aggregate amount of \$1,906,000.00 , subject to the terms and conditions of this Agreement. Upon Substantial Completion of the Project Improvements (defined in Section 6.2, below) in accordance with this Agreement, Developer will be eligible for the first installment of the Completion Grant in the amount of \$872,000.00, subject to the applicable conditions to disbursement set forth below. The Developer shall be eligible for the second installment of the Completion Grant in the maximum amount of \$189,600.00 upon a minimum of 60% of the Leasable Retail Space being placed under lease with retail tenants of street facing ground level space as approved by the DIA in its sole discretion, and subject to the applicable conditions of disbursement set forth below. The Developer will be eligible for the third and final disbursement of the Completion Grant in the amount of \$844,400.00 upon 100% of the Leasable Retail Space being placed under lease with retail tenants of street facing ground level space as approved by the DIA in its sole discretion, and subject to the conditions of disbursement as set forth below.

6.2 Conditions to Disbursement of First Installment of Completion Grant.

The City's obligation to make the initial disbursement of the Completion Grant in the maximum amount of \$872,000.00 is conditioned upon satisfaction of each of the following conditions precedent:

- (1) The Improvements, (for the purposes of this Article 6, and inclusive of the Minimum Requirements, the "Project Improvements") shall have been Substantially Completed in accordance the terms and conditions of this Agreement, including the Developer Performance Schedule (as the same may be extended in accordance with this Agreement), as verified by a final inspection report satisfactory to the DIA, the City's Department of Parks Recreation and Community Services and City's Department of Public Works, as applicable. certifying that the Project Improvements have been Substantially Completed, constructed in a good and workmanlike manner and are in satisfactory condition. 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 Project Improvements have been Substantially Completed and are not subject to any material violations or uncorrected conditions noted or filed in any City department. In the event the Developer does not Substantially Complete the Project Improvements and apply for the first installment of the Completion Grant by no later than the date that is six (6) months from the Completion Date, Developer shall have no right to any portion of the Completion Grant.
- (2) The Restaurant Improvements shall have been Substantially Completed, leased and open for business in accordance the terms and conditions of this Agreement, as verified by a final inspection report satisfactory to the DIA, certifying that the Restaurant Improvements have been Substantially Completed, constructed in a good and workmanlike manner and are in satisfactory condition. The Developer shall furnish to the DIA a certificate of substantial completion issued by the contractor and verified by the architect of record and a temporary certificate of occupancy subject only to typical punch list items establishing that 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. In the event the Developer does not Substantially Complete the Restaurant Improvements and the same are not leased and open for business and apply for the first installment of the Completion Grant by no later than the date that is six (6) months from the Outside Completion Date (as the same may be extended as set forth in this Agreement), Developer shall have no right to any portion of the first installment of the Completion Grant.
- (3) All property taxes on the Project Parcel must be current.
- (4) 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 Completion Grant 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).

- (5) The Developer shall submit to the DIA a contractor's affidavit and releases of liens from each contractor, subcontractor and supplier who provided notice to owner, or other proof reasonably satisfactory to the DIA, confirming that payment has been made for all materials supplied and labor furnished in connection with the Substantial Completion of the Improvements (inclusive of all Minimum Requirements), with the exception of any retainage 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 Project Parcel. For purposes of clarity, only the liens of any construction loans for the Improvements may exist on the Project Parcel at the time of disbursement of the first installment of the Completion Grant, and Developer shall provide at its expense a current ownership and encumbrance report for the Project Parcel to verify the same.
- (6) The Developer shall submit to the DIA a written application for the disbursement of the applicable installment of the Completion Grant pursuant to a disbursement request in the form of attached **Exhibit J** (the "Disbursement Request"). The Disbursement Request shall only be made after Substantial Completion of the Project Improvements, and satisfaction of all conditions under this Agreement. 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 Construction Costs for the Project Improvements as of the date of the Disbursement Request, and (ii) AIA Forms G702 and G703 certified by the general contractor and architect for the completed Project Improvements. The Disbursement Request shall constitute a representation by Developer that the Project Improvements are Substantially Completed in accordance with the Plans and Specifications; that the work and materials for which payment is requested have been physically incorporated into the Improvements; that the value is as stated; that the Project Improvements 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.
- (7) 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 the lien(s) of any consensual mortgage(s)) released or transferred to bond within fifteen (15) business 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 Completion Grant funds

until such lien or encumbrance is bonded over or removed and the City receives a copy of the recorded release or bond. The City shall not be obligated to disburse any of the Completion Grant funds to Developer if, in the reasonable opinion of the City, any such disbursement or the Project Improvements 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.

- (8) Developer shall provide evidence and documentation to the DIA in its sole discretion that Developer has satisfied with respect to the Improvements: (i) the Minimum Developer Equity Requirement; (ii) the Minimum Required Capital Investment; and (iii) the Minimum Required Construction Costs, and Developer shall receive credit for retainage amounts of up to ten percent (10%) of the actual costs of work performed in constructing the Improvements so long as no liens for non-payment have been filed by any contractor or sub-contractor as of such date.
- (9) Developer shall duly execute and deliver the N5 Streetscape Easement to the City.
- (10) 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 Project Improvements and any component thereof.

6.3 Conditions to Disbursement of Second Installment of Completion Grant.

The City's obligation to make the second disbursement of the Completion Grant in the amount of \$189,600.00 is conditioned upon satisfaction of each of the following conditions precedent on or prior to the date that is two years from the documented date of Substantial Completion:

- (1) Satisfaction of all requirements of Section 6.2 as of the date of the request for the Second Installment of the Completion Grant;
- (2) Provide documentation demonstrating to the satisfaction of the DIA in its reasonable discretion that sixty percent (60%) of the Leasable Retail Space is under a binding lease agreement at commercially reasonable market rates with retail tenants of street facing ground level space as approved by the DIA in its sole discretion, with a minimum three (3) year term.

6.4 Conditions to Disbursement of Third and Final Installment of Completion Grant.

The City's obligation to make the third and final disbursement of the Completion Grant in the amount of \$844,400.00 is conditioned upon satisfaction of each of the following conditions precedent on or prior to the date that is two years from the documented date of Substantial

Completion:

- (1) Satisfaction of conditions all requirements of Section 6.2 and Section 6.3 as of the date of the request for the Third Installment of the Completion Grant;
- (2) Provide documentation demonstrating to the satisfaction of the DIA in its reasonable discretion that one hundred percent (100%) of the Leasable Retail Space is under a binding lease agreement at commercially reasonable market rates with retail tenants of street facing ground level space as approved by the DIA in its sole discretion, with a minimum three (3) year term.

6.5 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 Completion Grant 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.

6.6 Further Disclaimer.

The Completion 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 6. The City and DIA shall not be obligated to pay the Completion 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 Completion Grant 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 Completion Grant or any installment thereof.

Article 7.

EASEMENTS; MAINTENANCE AGREEMENT

7.1 Grant of Easements.

The City and Developer shall enter into the following in connection with the Project:

- (1) N5 Streetscape Easement. Developer shall grant to the City for the use by the City and general public a perpetual use and access easement from Developer to City for the N5 Streetscape Improvements located on certain portions of Developer-owned property, in substantially the form attached hereto as Exhibit N; provided, however, that such easement shall terminate at the later to occur of: forty (40) years from the Effective Date of the easement; or (ii) upon the expiration of the useful life of the Improvements.

Article 8. THE DEVELOPMENT

8.1 Scope of Development.

The Developer, at its sole cost and expense, shall construct and develop, or cause to be constructed and developed, the Project, which the Developer is obligated to construct and develop in accordance with the Developer Performance Schedule and this Agreement. The Improvements shall include all of the specifications and requirements set forth on Exhibit B attached hereto, which are incorporated herein by reference, and include the Minimum Requirements as set forth on Exhibit D attached hereto. The design and architectural features of the Improvements shall be substantially similar in all material respects to the renderings as granted final approval by DDRB, unless otherwise approved by the DIA in writing in its sole discretion. The initial renderings submitted for DDRB conceptual approval are set forth in part on Exhibit K attached hereto.

8.2 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 Grant and Completion Grant, subject to the terms and conditions of this Agreement.

8.3 Compliance with DDRB.

The Improvements, and all other improvements constructed as a part of the Project, shall comply with the Downtown Zoning Overlay and be subject to DDRB final approval.

8.4 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.

8.5 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.

8.6 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 9.
JSEB PROGRAM**

9.1 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 \$896,000.00, 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 L (the "JSEB REPORTING FORM").

Article 10. REPORTING

On an annual basis, the Developer 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. Developer shall also provide the required annual LOST Reporting Requirements commencing on and otherwise as set forth in Section 5.3 hereof. Samples of the general forms of these reports are attached hereto as Exhibit M (the "Annual Survey"); however, the specific data requested may vary from the forms attached. In addition, the Developer 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 obligation to submit such reports shall continue until Developer has complied with the applicable terms of this Agreement concerning the Project, the Improvements, REV Grant, and Completion Grant and end upon Substantial Completion of the Improvements, except that the Developer shall continue its reporting requirements as required for the REV Grant and LOST Reporting Requirements for the remaining term of the REV Grant.

Within thirty (30) days following a written request of the DIA or the City, the Developer shall provide the DIA and the City with additional non-proprietary, documentation and information relating to this Agreement as reasonably requested by the DIA or the City to the extent such documentation or information is not privileged or confidential and is in Developer's possession.

Article 11. DEFAULTS AND REMEDIES

11.1 General.

An "Event of Default" under this Agreement with respect to the development and

construction of the Improvements shall consist of the breach by Developer of any covenant, agreement, representation, provision, or warranty (that has not 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 between Developer and the City or the DIA 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 the loan and exercise its remedies against the Project Parcel and/or Improvements under the applicable loan documents, or foreclose on the Project Parcel or the Improvements (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 and is continuing under this Agreement with respect to the Improvements, the City may refuse to pay any portion of the REV Grant, the Completion Grant and other incentives as may be associated with the Improvements 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, or damages, or other relief, or proceed to take any action authorized or permitted under applicable laws or regulations; provided, however that at any point prior to Commencement of the Improvements, Developer may, in its sole and absolute discretion, terminate this Agreement by written notice to DIA (a “Developer Termination”), upon which event the parties hereto shall have no further liability or obligation to any other party to this Agreement, except that, to the extent an Event of Default exists at the time of such termination, or an event that, with the giving of notice or passage of time, or both, will constitute an Event of Default, nothing herein will relieve any party from liability for actual damages incurred by the non-breaching party as a result of such Developer Termination. Notwithstanding the foregoing, in the event of a Developer Termination, Developer shall restore any work performed on City-owned property to its original condition as of the Effective Date of this Agreement, reasonable wear and tear excepted. Notwithstanding anything in this Agreement to the contrary, the City and DIA may withhold any portion of the REV Grant, the Completion Grant and other incentives as may be associated with the Improvements immediately upon the occurrence of a default and throughout any notice or cure period until such default is cured. Notwithstanding the foregoing, no occurrence shall constitute an Event of Default until the City has given the Developer written notice of the default and thirty (30) calendar days within which to cure the default; provided, however, that if such default cannot reasonably be cured within such thirty (30) calendar days period then such thirty (30) day cure period shall be extended for an additional ninety (90) day period so long as the Developer has commenced a cure within the initial thirty (30) day period and thereafter diligently pursues such cure. Notwithstanding the foregoing, the Developer shall be entitled to fifteen (15) day written notice of an Event of Default in connection with the Developer Performance Schedule, with a maximum of a fifteen (15) day opportunity to cure, with no extension to such cure period. Notwithstanding anything to the contrary in this Agreement, there shall be an immediate Event of Default, 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 and such appointment shall remain in effect for a period of sixty (60) days after the filing date thereof; 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.

11.2 Specific Defaults.

Additionally, for any of the specific Events of Default described in this Section 11.2 below, in addition to and without waiving any other right or remedy, the parties agree that the City and DIA shall have the following specific remedy:

- (a) in the event reporting requirements are not met in the time period specified in Article 10 of this Agreement and such default is not cured within the time period provided in Section 11.1 after written notice from the City and DIA, the DIA will be entitled to withhold any undisbursed amount of the applicable REV Grant, and Completion Grant 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 upon Substantial Completion of the Improvements in accordance with this Agreement, the Construction Costs incurred by the Developer for the Improvements is less than \$4,330,700.00, the REV Grant will be proportionately reduced. If, upon Substantial Completion of the Improvements in accordance with this Agreement, the Construction Costs incurred by Developer is less than \$3,897,630.00 but greater than \$3,681,095.00, then upon written application of the Developer, the DIA Board in its sole discretion may approve a pro rata reduction in the maximum amount of the REV Grant. If the Developer fails to incur at least \$3,681,095.00 in Construction Costs for the Improvements, the REV Grant will be terminated.
- (c) if upon Substantial Completion of the Improvements in accordance with this Agreement, the Developer has failed to incur at least \$3,681,095 in Construction Costs for the Improvements, the Completion Grant shall be terminated.

11.3 Breach by City.

No breach of this Agreement shall constitute a default by the City or the DIA until the Developer has given the City and the DIA written notice of the breach and thirty (30) calendar days within which to cure the breach. If any breach cannot reasonably be cured within the initial thirty (30) calendar days, no 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 a default under this Agreement beyond all applicable notice and cure periods, Developer shall have, in addition to the remedies expressly provided herein, have all remedies allowed by law or equity; provided, however, that in no event shall the City be liable to Developer for any punitive, special, 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.

11.4 Liens, Security Interests.

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

Article 12.

ANTI-SPECULATION AND ASSIGNMENT PROVISIONS

12.1 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.

12.2 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, (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 manager or managing member(s) of the Developer. If any prohibited assignment, transfer or conveyance is made, the obligation of the City to pay any further amounts of the REV Grant and the Completion Grant to the Developer shall immediately terminate. After the Substantial Completion of the Improvements, Developer shall not assign, transfer or convey items (i) or (ii) above, without the prior written consent of the City and DIA, unless both items are simultaneously conveyed; provided, however, that in such event such assignee shall enter into a duly executed 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 with respect to such lender, and such lender or assignee shall enter into collateral assignment 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, whether or not consented to by the DIA or the City, shall release Developer from any liability or obligation hereunder unless agreed to in writing by the DIA and City.

Article 13.
GENERAL PROVISIONS

13.1 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.

13.2 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, 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 fifteen (15) 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.

13.3 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.

13.4 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

721 Pearl Garage, LLC
c/o Gateway Jax, LLC
100 Laura Street, Suite 700
Jacksonville, Florida 32202
Attn: Eric Shullman

With a copy to:

Driver, McAfee, Hawthorne & Diebenow, PLLC
One Independent Drive, Suite 1200
Jacksonville, Florida 32202
Attn: Cyndy Trimmer

13.5 Time.

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

13.6 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.

13.7 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.

13.8 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.

13.9 Indemnification.

Developer shall indemnify, hold harmless and defend the City, 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 actually incurred or sustained, or claimed to have been actually 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 cause by the negligence or willful misconduct of the City of Jacksonville or DIA or any of their respective officers, employees, agents or contractors. 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. 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 shall include all officers, board members, City Council members, employees, representatives, agents, successors and assigns of the City and the DIA, as applicable.

13.10 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.

13.11 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.

13.12 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.

13.13 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.

13.14 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*.

13.15 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.

13.16 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.

13.17 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 provisions relating to the City's right to conduct an audit.

13.18 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.

13.19 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.

13.20 Construction.

The word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless the context otherwise requires or unless otherwise specified.

13.21 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.

13.22 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.

13.23 Retention of Records/Audit

The Developer agrees:

(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 the 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.

13.24 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 Project Parcel.

13.25 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.

13.26 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, except as set forth in Section 18.2 hereof, 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.

13.27 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.

13.28 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.

13.29 Further Assurances.

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

1. promptly correct any defect, error, or omission herein or in any document executed in connection herewith (collectively the "Project Documents");
2. 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;
3. 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

4. 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.

13.30 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.

13.31 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.

13.32 Further Authorizations.

The parties acknowledge and agree that the Mayor of the City, or her 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.

13.33 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.

13.34 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.

19.35 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 except to the extent such obligations expressly survive such termination.

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

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: _____
Donna Deegan, Mayor

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

Print Name: _____

By: _____
Lori N. Boyer, CEO

Print Name: _____

Form Approved:

Office of General Counsel

GC-#1634027-v9-Gateway_N5_RDA.docx

DEVELOPER

WITNESS:

721 PEARL GARAGE, LLC, a Florida limited liability company

Print Name: _____

Print Name: _____

By: _____

Name: _____

Its: _____

Date: _____

Certification of Funds

1Cloud Account for Certification of Funds	Amount

This above stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one (1) or more subsequently issued purchase order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), of the *Jacksonville Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Contract; 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 purchase order[s], as specified in said Contract.

 Director of Finance
 City Contract Number: _____

LIST OF EXHIBITS

Exhibit A	Project Parcel
Exhibit B	Improvements
Exhibit C	Construction Costs
Exhibit D	Minimum Requirements
Exhibit E	Reserved
Exhibit F	Minimum Required Capital Investment
Exhibit G	Retail Space
Exhibit H	Minimum Required LOST revenues
Exhibit I	Tiers Requirements
Exhibit J	Disbursement Request Form
Exhibit K	Conceptual Renderings
Exhibit L	JSEB Reporting Form
Exhibit M	Annual Survey
Exhibit N	N5 Streetscape Easement
Exhibit O	Non-Foreign Entity Affidavit

EXHIBIT A

Project Parcel

Denoted as N5 on master development maps, includes approximately 65,340 square feet (1.50 acres) of land bounded by W. Union Street to the north, N Julia Street to the east, W. Beaver Street to the south, and N. Pearl Street to the west inclusive of parcel RE#s 074015 0000 with a primary street address of 721 N Pearl Street, Jacksonville FL 32202.



EXHIBIT B

Improvements

On the Property developer shall redesign and redevelop the subject property (the “Project”) to include the following (all dimensions and counts are approximate unless stated otherwise):

1. Five story parking garage to be rehabilitated to include approximately 15,000 sf of retail space.
2. Retail Space:
 - a) Approximately 15,000 sf of Leasable Retail Space, may adjust downward in final design by not more than 10% (to not less than 13,500 sq. ft.) to remain within compliance, with no limit on upward adjustment.
 - b) Retail Frontages at the ground level proposed totaling 200 non-contiguous feet along Beaver Street, which may be reduced by up to 10% and still remain in compliance.
 - c) Retail space must include a minimum of 1 (one) restaurant tenant that provides outdoor dining options throughout the 20-year compliance period to maintain eligibility for Rev payment, which shall open for business within 6 months of the outside date established for Substantial Completion. In the event that the operator of the Restaurant changes, the Restaurant may be closed for not more than ninety (90) days (“Restaurant Closure”); notwithstanding the foregoing, the CEO of the DIA may extend the Restaurant Closure for up to an additional ninety (90) days (for an aggregate of up to 180 days) in her sole discretion for good cause shown by Developer.
3. Trees and building canopies in the public realm provide for a shade coverage for 50%, exceeding the requirement of 40%, to promote heat resiliency, or such higher percentage as may be approved by the DDRB in its final approval as found in Exhibit 7.
4. N5 Public Streetscape Improvements
5. N5 Streetscape Improvements.
6. Developer will work with the City to create an art installation to enhance the existing Lighthouse feature on the garage. The Developer will host a community competition to select a local artist to design and/or install a new mural or other artistic installation on the iconic lighthouse tower.

EXHIBIT C
Construction Costs

Development Costs	\$ 12,593,400
Acquisition	\$ 5,924,000
Tenant Improvements	\$ 2,250,000
Minus: Years costs already included in budget	<u>\$ 88,700</u>
Construction Cost	\$ 4,330,700

EXHIBIT D

Minimum Requirements

On the Property developer shall redesign and redevelop the subject property (the “Project”) to include the following (all dimensions and counts are approximate unless stated otherwise):

1. Five story parking garage to be rehabilitated to include approximately 15,000 sf of retail space.
2. Retail Space:
 - a) Approximately 15,000 sf of Leasable Retail Space, may adjust downward in final design by not more than 10% (to not less than 13,500 sq. ft.) to remain within compliance, with no limit on upward adjustment, which must include a minimum of 1 (one) restaurant tenant that provides outdoor dining options.
 - b) Retail Frontages at the ground level proposed totaling 200 non-contiguous feet along Beaver Street, which may be reduced by up to 10% and still remain in compliance.
3. Trees and building canopies in the public realm provide for a shade coverage for 50%, exceeding the requirement of 40%, to promote heat resiliency, or such higher percentage as may be approved by the DDRB in its final approval.
4. The design will comply with the Downtown Overlay Zone Standards as enacted within the Jacksonville Municipal Code as well as the DDRB’s development guidelines and approvals, except as may otherwise be approved by the DDRB and allowed by code.
5. The Developer/Applicant will meet with the City’s Chief Resilience Officer to discuss the project and identify any applicable resiliency features that may be applicable to the project.
6. The garage is to be used primarily to service the parking needs of the related properties known as N4, N8, and N11 under common ownership.
7. Developer will work with the City to create an art installation to enhance the existing Lighthouse feature on the garage. The Developer will host a community competition to select a local artist to design and/or install a new mural or other artistic installation on the iconic lighthouse tower.

EXHIBIT E

Reserved

EXHIBIT F

Minimum Required Capital Investment

Development Costs	\$ 12,593,400
Tenant Improvements	\$ 2,250,000
Minus: Years costs already included in budget	<u>\$ 88,700</u>
Minimum Private Capital	\$ 10,254,700

1. The DIA staff may approve a reduction in the Minimum Required Capital Investment of up to ten percent (10%) with an accompanying pro rata reduction in the maximum amount of the REV Grant.

2. The DIA Board may approve a reduction in the Minimum Required Capital Investment greater than ten percent (10%) but no more than fifteen percent (15%) with an accompanying pro rata reduction in the maximum amount of the REV Grant, which reduction may be made at any time up to final Completion of the Improvements.

EXHIBIT G

Retail Space

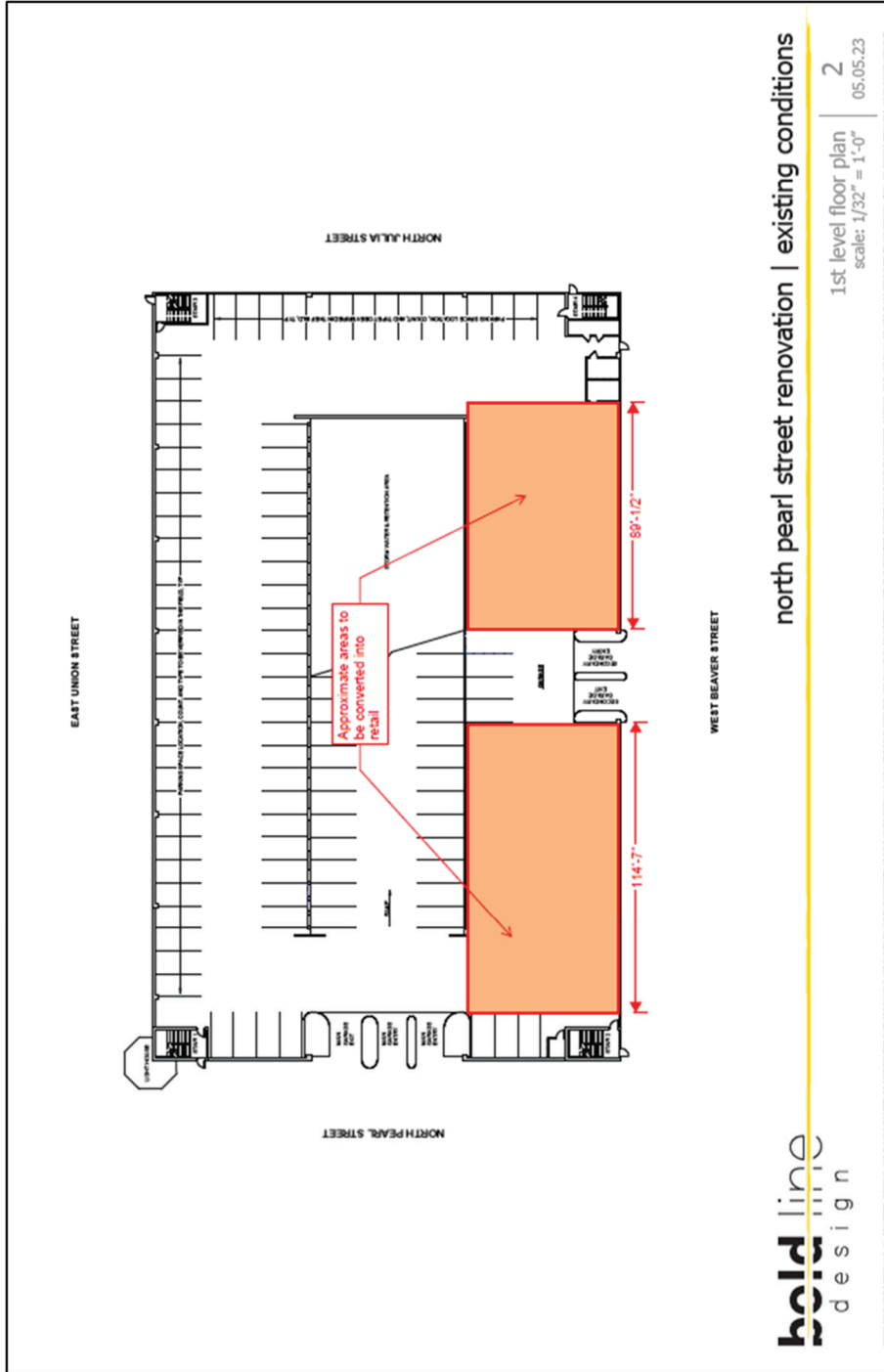


EXHIBIT H

Minimum Required LOST Revenues

Should the following cumulative amounts from each table fail to be achieved in any given year, the shortfall will be deducted from the REV Grant payable in such year.

LOST from F&B, Retail, and Comm'l Leases					
If only 60% Lease Up Target is Met			If 100% Lease Up Target is Met		
YR	Annual	Cumulative	Annual	Cumulative	
1	\$ 37,433	\$ 37,433	\$ 62,389	\$ 62,389	
2	\$ 38,182	\$ 75,615	\$ 63,636	\$ 126,025	
3	\$ 38,946	\$ 114,561	\$ 64,909	\$ 190,934	
4	\$ 39,724	\$ 154,285	\$ 66,207	\$ 257,142	
5	\$ 40,519	\$ 194,804	\$ 67,532	\$ 324,673	
6	\$ 41,329	\$ 236,133	\$ 68,882	\$ 393,556	
7	\$ 42,156	\$ 278,289	\$ 70,260	\$ 463,815	
8	\$ 42,999	\$ 321,288	\$ 71,665	\$ 535,480	
9	\$ 43,859	\$ 365,147	\$ 73,098	\$ 608,579	
10	\$ 44,736	\$ 409,883	\$ 74,560	\$ 683,139	
	\$ 409,883		\$ 683,139		
<p>1 - The applicable table is determined by which tier of Completion Grant is paid out. If only the first installment of Completion Grant is paid out, this table does not apply. The 60% and 100% columns apply only if the second and third installments of the Completion Grant are paid out, respectively.</p>					
<p>2 - Year 1 as shown in the table shall begin with the third full calendar year following substantial completion.</p>					

EXHIBIT I
Tiers Requirements

Gateway N5 – Tiers Commitments and Timing

Redevelopment Goal No. 3 – Increase and diversity the number and type of retail, food and beverage, and entertainment establishments within Downtown..

3a. Encourage growth of outdoor dining and entertainment options. [T/E].

Retail space must include a minimum of 1 (one) restaurant tenant that provides outdoor dining options throughout the 20-year compliance period to maintain eligibility for Rev payment, which shall open for business within 6 months of the outside date established for Substantial Completion.	Within 6 months following Substantial Completion
The frontage zone along Beaver Street is expanded from two (2) feet to fourteen (14) feet to create large outdoor dining areas along the newly-established retail space.	Upon Substantial Completion

3b. Increase the number of retail, food and beverage, and entertainment establishments that are open for business weekends and other times outside of weekday business hours. [T/E].

Minimum of one ground floor restaurant/bar that provides outdoor seating and extended hours including evenings beyond traditional office hours and on weekends, which shall open for business within 6 months of the outside date established for Substantial Completion.	Within 6 months following Substantial Completion
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3c. Pursue the addition of one or more new neighborhood restaurant/entertainment venues in each District by 2025 and a second by 2030. [T/E].

Retail space must include a minimum of 1 (one) restaurant tenant that provides outdoor dining options throughout the 20-year compliance period to maintain eligibility for Rev payment, which shall open for business within 6 months of the outside date established for Substantial Completion.	Within 6 months following Substantial Completion
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3d. Facilitate adaptive reuse of vacant and underutilized storefronts for retail, food and beverage and entertainment establishments. [T/E].

<p>Parcel N5 is an existing, reinforced concrete, five-story parking garage of approximately 221,000 sf, formerly owned and used by the First Baptist Church of Jacksonville. The 809-space garage remained largely unutilized until its acquisition in December 2021. The parking component of N5 is highly integral to the overall development plan, as it minimizes the amount of parking that might otherwise be incorporated into the multifamily buildings and redevelopment will create more than 15,000 sf of additional street front retail, food and beverage activity, principally along Beaver Street.</p>	<p>Upon Substantial Completion</p>
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Redevelopment Goal No. 4 – Increase the vibrancy of Downtown for residents and visitors through arts, culture, history, sports, theater, events, parks, and attractions.

4a. Create and promote a consistent brand for Downtown that conveys a sense of excitement and within the boundary of Downtown fosters distinct neighborhood identities that evoke a unique sense of place [T/E to the extent Developer incorporates adopted neighborhood brand in building features or streetscape].

<p>Development to demonstrate and adhere to neighborhood branding guidelines, typical streetscape layout, material styling and landscape and color palette, wayfinding signage and art installations with a completed application submitted to DDRB no later than June 1, 2024, for Conceptual Approval of the Project. Final Design (including final DDRB approval) to be completed no later than December 31, 2024.</p>	<p>Upon Substantial Completion</p>
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4b. Support the installation of public art and aesthetic and sensory enhancements, as well as wayfinding and technology throughout Downtown [T/E].

<ul style="list-style-type: none"> • Developer will coordinate with the City to provide wayfinding signage within the public realm of all parcels to help visitors navigate between surrounding public areas such as the Riverfront Plaza, JWJ Park and Skyway, Rosa Parks Station, LaVilla Heritage Trail, and City Hall and the public access components of the project including the Porter House parks, Pearl Square, and all associated retail incorporating the branding guidelines color palette established for the district. • Developer will work with the City to create art installation to enhance the existing Lighthouse feature on the garage. 	<p>Upon Substantial Completion</p>
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4c. Support the expansion, renovation, and improvement of existing, and creation of new, diverse civic attractions, cultural venues, theaters, and parks that provide a mix of activities and attract a broad range of demographics [T/E].

<p>N5 will commit to funding annual maintenance and programming for</p>	<p>Throughout the</p>
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all public spaces within the district.	Compliance Period
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4i. Partner with arts and culture organizations as well as educational institutions to create culturally specific attractions, competitions and workforce development programs that bring students, young professionals, etc. Downtown [T/E to the extent Developer partners with such organizations to create programming].

The developer will host a community competition to select a local artist to design and/or install a new mural or other artistic installation on the iconic lighthouse tower.	Upon Substantial Completion
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Redevelopment Goal No. 5 – Improve the safety, accessibility and wellness of Downtown Jacksonville and cleanliness and maintenance of public spaces for residents, workers, and visitors.

5a. Expand the installation of public infrastructure that enhances safety such as countdown timer, pedestrian signals, enhanced lighting, security cameras, etc. [T/E if Developer installed or funded].

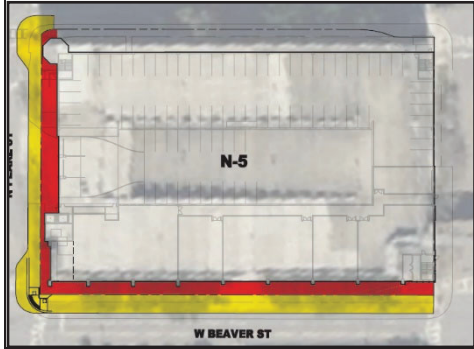
<ul style="list-style-type: none"> Enhanced lighting at a new pedestrian entrance to the parking garage and security cameras on the exterior of the building will increase safety. Sidewalk bulb-outs along Pearl Street will increase pedestrian safety crossing the street. Only work performed that exceeds minimum Downtown Overlay Zone requirements is eligible for this consideration. 	Upon Substantial Completion
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5b. Support and enforce proper cleaning, maintenance, and repair of public spaces [T/E to the extent developer assumes responsibility for maintenance of public spaces].

<ul style="list-style-type: none"> Developer to provide annual programming and maintenance for Pearl Square and the Porter House Parks following capital improvements and ongoing maintenance and programming costs as detailed in Tier 3 below. 	Upon Substantial Completion
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5c. Promote safe and equitable access to all Downtown facilities by improving access to buildings and other properties, amenities, transit, events, and attractions; by eliminating obstacles; and by designing for all ages and abilities [T/E to the extent streetscape or building entry modifications that enhance accessibility beyond code requirements are made by Developer].

The Pearl Street District to create fully accessible public realm areas in excess of the 12-foot minimum code requirements.	Upon Substantial Completion
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	<p>Corridors adjacent to N5 depicted in yellow and red include a 20-foot public realm.</p>	
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5d. Promote wellness by facilitating healthy choices for food, outdoor venues for dining and gathering, and encouraging WELL certified buildings [T/E].

<p>Developer to provide urban infrastructure at N5 that promotes outdoor spaces including expansive seating areas and outdoor dining.</p>	<p>Upon Substantial Completion</p>
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Redevelopment Goal No. 6 – Improve the walkability/bike-ability of Downtown and pedestrian and bicycle connectivity between Downtown and adjacent neighborhoods of the St. Johns River.

6a. Develop interconnected, attractive, and safe pedestrian and bikeable links between the Northbank and Southbank, among neighborhoods, activities, cultural and recreation assets, greenways, and open spaces, most specifically the Emerald Trail. Encourage development of the Hogan’s Creek and McCoy’s Creek Greenways and similar projects that provide multimodal recreational trails [T/E].

<ul style="list-style-type: none"> • N5 contributes towards a retail activated corridor with expanded public realms and open public spaces that provide a critical link connecting the Urban Core of Downtown and the Hogan Street Connector segment of the Emerald Trail to one of the designated Gateway Entry Sites for the Lavilla Heritage Trail. 	<p>Upon Substantial Completion</p>
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6b. Restore two-way streets where possible [T/E].

<p>Developer to work with the City on the Pearl Street two-way project to incorporate a variety of measures that enhances traffic calming and promote pedestrian safety.</p>	<p>Upon Substantial Completion</p>
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6c. Optimize the design of Downtown streets for pedestrians; require sidewalks of sufficient width to ensure an adequate pedestrian clear zone; reduce travel lane width to reduce vehicle speed. Increase shade on sidewalks and in public spaces in accordance with design standards and plant shade trees wherever feasible [T/E to the extent Developer provides private property for widened sidewalk, provides shade trees in excess of those required by code].

<ul style="list-style-type: none"> • The N5 block features enhanced public realm spaces that provide anywhere from an additional two to four feet of space on the typical street with improvements for this project that extend beyond the required road frontages for the building. • In furtherance of the desire to create a lush, green public realm, the robust shade canopy for the project provides a minimum fifty percent shade coverage, exceeding the 40% minimum required by code. 	<p>Upon Substantial Completion</p>
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6d. Support the creation of wide, visible, dedicated bike lanes or cycle tracks on designated streets; Install interesting and safe bicycle racks in appropriate locations throughout Downtown [T/E].

<p>Developer will install at least one additional artistic bike rack on Block N5 above the minimum Downtown Overlay Zone requirement.</p>	<p>Upon Substantial Completion</p>
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6e. Create a compact and walkable Downtown through requiring a mixture of uses in each district so that housing, activities, retail, and other businesses are within useful walking distance, requiring buildings to have active facades at street level through a mixture of restaurants (including cafes with outdoor seating), retail, and services, and by requiring direct doorways and access to the street. Minimize blank walls and surface parking [T/E].

<p>N5 with structured parking and 15,000 square feet of ground floor retail feet of ground floor retail, subject to downward adjustment as provided in the Agreement.</p>	<p>Upon Substantial Completion</p>
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**EXHIBIT J
Disbursement Request Form**

**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 J cont.

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

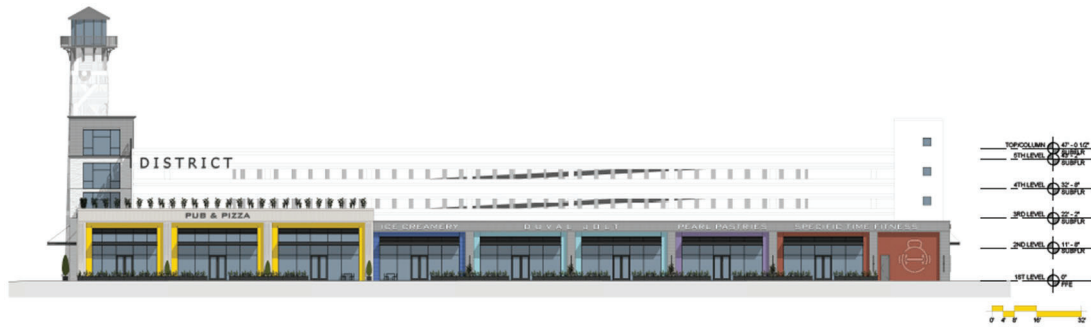
Project Manager

City Engineer

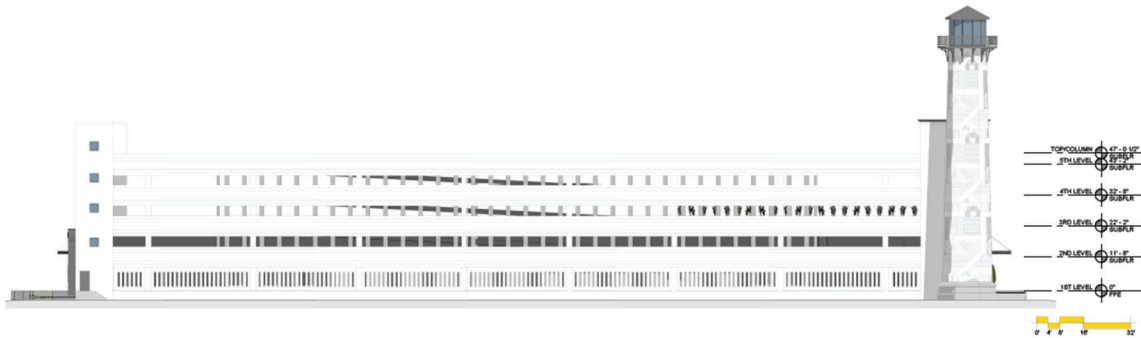
EXHIBIT K

Conceptual Renderings

4. Architecture Elevations - South



4. Architecture Elevations - North



4. Architecture Elevations - West



4. Architecture Elevations - East

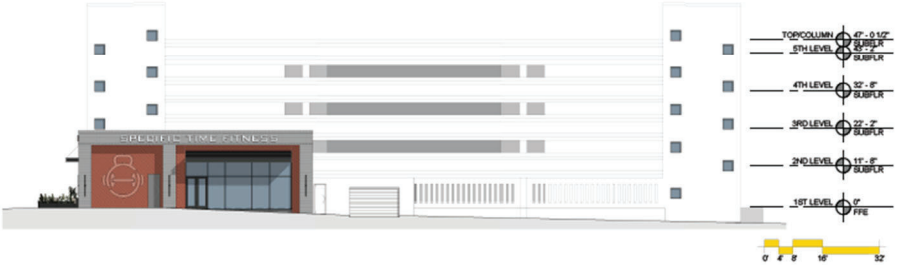


EXHIBIT L

JSEB Reporting Form

Business:

Goal: \$896,000.00

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 M
Annual Survey
(To be provided)

EXHIBIT N

N5 Streetscape Easement

Prepared by and return to:

John Sawyer, Esq
Office of General Counsel
City of Jacksonville
117 West Duval St. 32202

PUBLIC ACCESS EASEMENT

This Public Access Easement (this “Easement”) is made as of _____, 2024 by **712 PEARL ST GARAGE LLC**, a Florida limited liability company (“Owner”), whose post office address is c/o Gateway Jax, LLC, 100 Laura Street, Suite 700, Jacksonville, Florida 32202, and the **CITY OF JACKSONVILLE**, a consolidated municipal and county political subdivision of the State of Florida (the “City”), whose post office address is 117 West Duval Street, Suite 400, Jacksonville, Florida 32202.

A. The Owner and City are parties to a Redevelopment Agreement dated _____ for the construction and development of a mixed-use multi-story building on that certain parcel of land described on Exhibit A attached hereto (the “Owner’s Parcel”) and in connection therewith Owner will receive certain economic development incentives (the “RDA”).

B. The Owner’s Parcel is contiguous with portions of the public rights of way as legally described and generally depicted on Exhibit B attached hereto (the “Owner’s Easement Area”).

C. City is the fee simple owner of certain real property that is immediately adjacent to Owner’s Easement Area, as legally described and generally depicted on Exhibit C attached hereto (“City Right of Way”);

D. As a condition for receiving certain economic development incentives, the RDA requires Owner to construct certain improvements within the Owner’s Easement Area and the City Right of Way (collectively, the “Horizontal Streetscape Improvements”). The Horizontal Streetscape Improvements are more specifically defined in section 2.10 of the RDA and in Exhibit D attached hereto.

E. The Horizontal Streetscape Improvements are for the use and enjoyment of the public, and City and Owner have agreed it is in their mutual best interests that the Horizontal Streetscape Improvements should be maintained by City so that the aesthetic integrity of the areas on and around the Owner’s Parcel can be maintained.

G. The City and the Owner have entered into this Easement for the purpose of allocating certain obligations and costs and evidencing their agreement to cooperate in the maintenance of the Horizontal Streetscape Improvements.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Owner hereby grants, dedicates and conveys to the City, for the use and benefit of the City, its successors and assigns, and the general public, a non-exclusive, unobstructed easement on, over, through and across the Owner's Easement Area, for the purpose of pedestrian ingress, egress, passage, use, and access on, over, through and across the sidewalk immediately adjacent to the building located within the Owner's Easement Area, and pedestrian, bicycle and other non-motorized vehicle ingress, egress, passage, use, and access on, over, through and across the Easement Area. Additionally, Owner hereby grants, dedicates and conveys to the City, for the use and benefit of the City, its successors and assigns, a non-exclusive, unobstructed easement on, over, through and across the Owner's Easement Area and for the purpose of City's maintenance, repair and replacement of the Horizontal Streetscape Improvements located within Owner's Easement Area.

2. Grant of License. City hereby grants Owner a license on, over, through and across the City Right of Way to install and construct the Horizontal Streetscape Improvements within the City Right of Way in accordance with the terms and conditions of the RDA, and at the election of the Owner at its sole cost and expense, to subsequently maintain, repair and replace such Horizontal Streetscape Improvements in coordination with the City's Department of Public Works.

3. Reservation of Rights. The easement rights granted in this Easement are non-exclusive in nature. To the extent that it does not unreasonably interfere with the purposes of this Easement or diminish the rights of the City, its successors and assigns, and the general public hereunder, Owner, for itself and its successors and assigns, hereby reserves the right to: (a) use the Owner's Easement Area for any lawful purpose, (b) grant additional easements and licenses to others over, across, and under the Owner's Easement Area, (c) construct and install improvements within the Owner's Easement Area as depicted on Exhibit B, including, but not limited to, driveways, roadways, entrances, sidewalks, landscaping, and other horizontal or vertical improvements.

4. Term. This Easement will expire on the later to occur of: (i) forty (40) years after Substantial Completion of the Improvements; or (ii) expiration of the useful life of the Improvements.

5. Maintenance. City will have the continuing obligation to maintain, repair and replace as necessary all portions of the Horizontal Streetscape Improvements located within the Owner's Easement Area, the City Right of Way including without limitation all lighting, hardscaping, benches, pavement and landscaping located within the Owner's Easement Area, the City Right of Way at City's sole expense to keep the same in good order, condition and repair

consistent with City's standard maintenance practices for public rights of way. Owner may perform additional maintenance on the City Easement Area with prior written notice to City and at Owner's sole cost and expense, and subject to the insurance requirements as set forth on Exhibit F attached hereto.

6. Right to Encumber. Owner may encumber the Owner's Easement Area with a mortgage and related security documents; provided, however, any such mortgage and related security documents shall be subordinate to the easements granted in this Easement.

7. Ownership of Horizontal Streetscape Improvements. Notwithstanding anything to the contrary in this Agreement, all Horizontal Streetscape Improvements located within the City Right of Way are for the use and enjoyment of the public and shall remain the property of City. Notwithstanding anything to the contrary in this Agreement, all Horizontal Streetscape Improvements located within the Owner's Easement Area are for the use and enjoyment of the public and shall remain the property of Owner. Upon termination of this Easement, City will own all Horizontal Streetscape Improvements located within the City Easement Area.

8. Release and Indemnification. Owner shall forever release, discharge, and indemnify City and save it harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage or any other damage, loss, cost, action, claim, suit, injury, liability, judgment and expense of whatever kind or nature (including without limitation reasonable attorneys' fees and costs, expert witness fees and court costs at all trial, administrative and appellate levels) arising from or out of any occurrence in, upon, at or from the Owner's Easement Area, Horizontal Streetscape Improvements within the Owner's Easement Area, or any part thereof, occasioned wholly or in part by any act or omission of Owner, its agents, contractors, employees, servants, licensees or concessionaires, including the failure of Owner to properly install the Horizontal Streetscape Improvements within the Owner's Easement Area; provided, however, the foregoing shall not apply to the extent any suits, actions, damages, liability and expense are caused by the gross negligence or intentional misconduct on the part of City; provided that this provision does not alter, amend or expend the parameters of Section 768.28, Florida Statutes. In the event that Owner assigns this Easement in connection with the conveyance of Owner's adjacent property to a new owner (the "New Owner"), then Owner's indemnification of the City as described herein shall relate to the period of time prior to such assignment and New Owner shall indemnify the City as required by this Section for the period of time following such assignment.

9. Insurance. See Exhibit E attached hereto and incorporated herein by this reference for the insurance requirements of Developer with regard to both the construction of the Project and the performance of enhanced maintenance by Developer.

10. Notices. All notices required or permitted under this Easement shall be given in writing at the following addresses and in the following manner. The addresses of Owner and the City are as follows:

Owner:
712 Pearl St Garage LLC

c/o Gateway Jax, LLC
100 Laura Street, Suite 700
Jacksonville, Florida 32202
Attn: Eric Shullman

City:
City of Jacksonville
117 West Duval Street
Jacksonville, Florida 32202
Attention:

With a required copy which shall not constitute notice to:

City of Jacksonville
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Government Operations

Any notice, request, or other communication required or permitted to be given under this Easement shall be in writing, addressed to each party at the address set forth above or such other address as provided by written notice by one party to the other, and shall be delivered by (i) hand delivery, (ii) commercial courier service (such as Federal Express), or (iii) United States registered or certified mail, return receipt requested, postage prepaid. Any such notice shall be considered delivered on the date of hand delivery, the date of delivery by commercial courier service, or the date that is three (3) days after deposit in the United States mail.

11. Running With Land. All provisions of this Easement, including the benefits and burdens, shall run with the title to the Owner's Parcel and are binding upon and inure to the benefit of the respective heirs, successors, and assigns of Owner and the City. The obligations and covenants of Owner hereunder (i) constitute covenants running with title to the Owner's Parcel, (ii) touch and concern the Owner's Parcel, and benefit the City Rights of Way, and (iii) bind all future owners of the Owner's Parcel as if such future owners were parties to this Easement in the place of Owner.

12. Representations and Warranties. Owner hereby represents and warrants that (i) Owner is the sole owner of the Owner's Parcel, (ii) it has the power and authority to grant the rights herein given, (iii) no consent to or approval of this Easement is required from any lender or other third party, and (iv) there are no mortgages encumbering any of the Owner's Parcel, except for those mortgages held by the mortgagees who have executed the consent and joinder of mortgagee attached hereto, if any.

13. Recitals; Exhibits. The recitals set forth in this Easement are true and correct. The recitals and all exhibits, schedules, and addenda attached hereto are incorporated herein by reference.

14. Controlling Law and Venue. This Easement shall be construed, interpreted, and controlled according to the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. The parties agree that venue with respect to any state or federal litigation in connection with this Easement shall lie exclusively in Duval County, Florida.

15. Severability. The invalidity or unenforceability of any one or more provisions of this Easement shall not affect the validity or enforceability of the remaining portions of this Easement, or any part of this Easement not held to be invalid or unenforceable.

16. Estoppel. Either Owner or the City shall from time to time, within twenty (20) days after request by the other party (the "Requesting Party"), give an estoppel certificate to any purchaser, lender, entity, or person specified by the Requesting Party stating whether this Easement is still in effect as of the date of the estoppel certificate, stating whether the requesting party is in default under this Easement as of the date of the estoppel certificate, and containing such other matters as may be reasonably requested by Requesting Party.

17. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement.

18. Modification. This Easement may not be amended, modified, altered, or changed in any respect whatsoever, except by an amendment in writing duly executed by the parties hereto and recorded in the Public Records of Duval County, Florida.

[remainder of page intentionally blank; signature pages follow]

IN WITNESS WHEREOF, the undersigned set their hands and seals as of the date first above written.

Signed, sealed, and delivered
in the presence of:

Print Name: _____

Address: _____

Print Name: _____

Address: _____

OWNER:

712 PEARL ST GARAGE LLC, a Florida
limited liability company

By: _____

Name:

Title:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by 712 PEARL ST GARAGE LLC, a Florida limited liability company, on behalf of the company. Such person is personally known to me or has produced _____ as identification.

Signature of Notary Public

Print Name: _____

Notary Public, State and County aforesaid

Commission No.: _____

My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

Name Printed: _____

Address: _____

Name Printed: _____

Address: _____

CITY:

CITY OF JACKSONVILLE, FLORIDA, a
municipal corporation and political subdivision of
the State of Florida

By: _____

Donna Deegan as Mayor

Attest:

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 _____, 2024, by _____,
for and on behalf of Mayor Donna Deegan, as aforesaid, and James R. McCain, Jr., as Corporation
Secretary, on behalf of the City of Jacksonville, a Florida municipal corporation, who are
personally known to me.

Notary Public, State of Florida

Print Name: _____

Commission No. _____

My Commission Expires: _____

Form Approved (as to City):

Office of General Counsel

GC-#1633221-v5-Gateway_N4_Public_Access_and_Maintenance_Easement.docx

[end of signature pages]

Exhibits

- Exhibit A Owner's Parcel Legal Description
- Exhibit B Owner's Easement Area Legal Description & General Depiction (depicted in RED on the map)
- Exhibit C City Right of Way Legal Description & General Depiction (depicted in YELLOW on the map)
- Exhibit D Horizontal Streetscape Improvements – (definition of Improvements for each area)

EXHIBIT A

Legal Description of the Owner's Parcel

[To be inserted after confirmation by survey]

EXHIBIT B

Legal Description & General Depiction of Owner's Easement Area (RED)

[To be inserted after confirmation by survey]

EXHIBIT C

Legal Description & General Depiction of City Right of Way (YELLOW)

[To be inserted after confirmation by survey]

EXHIBIT D

List of Horizontal Streetscape Improvements to be installed by Owner

Public realm improvements shall be as reflected in the Pearl Street District Block Multi-Phase Site plan Final Submittal approved by DDRB in the final approval letter dated October 17, 2023 which generally consist of the following:

- Hardscape concrete and pavers
- Landscape
- Street lights
- Garbage cans
- Benches
- Bike racks

EXHIBIT E

Insurance Requirements of Developer

Without modifying the parties' common law rights and obligations to each other and to third parties, Developer agrees to maintain commercial general liability insurance in connection with the Horizontal Streetscape Improvements in the following amounts:

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	\$ 1,000,000 Each Accident
\$ 1,000,000 Disease Policy Limit	
\$ 1,000,000 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.
\$1,000,000	Personal/Advertising Injury	
\$1,000,000	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	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).

In addition, Developer shall name the City and Grantor as additional insureds in the commercial general liability policy. The commercial general liability insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better. The insurance provided by Developer shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or the City's members, officials, officers, employees and agents or by Grantor or its members, officials, officers, employees and agents. Developer shall also maintain such additional insurance in connection with the Horizontal Streetscape Improvements with such coverage amounts as are commercially reasonable based upon the intended use of the Horizontal Streetscape Improvements. Developer agrees, and will require its contractors, to indemnify, defend and hold harmless the City and Grantor and their respective agents, representatives, officers, officials, employees and assigns, from and against all and any loss, cost, damage, action, claim, suit, injury, liability, judgment and expense of whatever kind or nature (including without limitation reasonable attorneys' fees and costs, expert witness fees and court costs at all trial, administrative and appellate levels) (collectively, "Losses") incurred in connection with or arising out of (i) any contractors or assigns, related to this Agreement or the maintenance and operation of the Horizontal Streetscape Improvements, (ii) any breach of the terms or conditions of this Easement, and/or (iii) any injury (whether mental or corporeal), including death, to persons or damage to property or the Horizontal Streetscape Improvements in any manner resulting from or arising out of the installation, maintenance, failure to maintain, use, repair, destruction, removal or existence of the Horizontal Streetscape Improvements; provided, however, that the foregoing indemnification shall not be applicable to the extent caused by the sole negligence or willful misconduct of the City or Grantor or their respective agents, representatives, officers, officials, or employees. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Easement or otherwise. This paragraph will survive the expiration or termination of this Easement.

EXHIBIT O to RDA

Non-Foreign Entity Affidavit

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared _____, who being first duly sworn, on oath deposes and says under penalty of perjury that he/she is the _____ of 721 Pearl Garage, LLC, a Florida limited liability company (“Developer”), who is or may be a recipient of certain economic incentives from CITY OF JACKSONVILLE, a political subdivision and municipal corporation of the State of Florida, and the Downtown Investment Authority, a community redevelopment agency of the City of Jacksonville, including but not limited to a REV Grant and Completion Grant, and hereby attests, affirms and certifies that (i) I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit, (ii) Developer is not owned or controlled by the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a “Foreign Country of Concern”), including any agency of or any other entity of significant control of such Foreign Country of Concern; where “controlled by” means having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise, and a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; and (iii) Developer is not an entity that is a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity. The undersigned does hereby execute this affidavit for the purpose of complying with the provisions of Section 288.0071, Florida Statutes, Economic Incentives to Foreign Countries of Concern Prohibited.

DATED as of _____, 202_.

Print Name: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 202_, by _____ as _____ of _____, a _____ corporation, on behalf of said corporation. Said individual [] is personally known to me or has produced _____ as identification.

Name: _____

NOTARY PUBLIC, State of Florida

(SEAL)

Serial Number (if any) _____

My Commission Expires: _____

Redevelopment Agreement

among

The City of Jacksonville,

The Downtown Investment Authority,

and

606 Pearl St LLC

REDEVELOPMENT AGREEMENT

This **REDEVELOPMENT AGREEMENT** (this “Agreement”) is made this ___ day of _____, 2024 (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 **606 PEARL ST LLC**, a Florida limited liability company (the “Developer”).

Article 1. PRELIMINARY STATEMENTS

1.1 The Project.

Developer owns an approximately 1.49-acre site bounded by W Beaver Street to the north, N Pearl Street to the east, W Ashley Street to the south, and N Clay Street to the west inclusive of parcel RE#s 074276 0000, 074277 0000, 074278 0000, 074279 0000, 074280 0000, 074282 0000, 074283 0000, 074284 0000, 074285 0000, as more particularly described on **Exhibit A** attached hereto (the “Project Parcel”). The Project Parcel is located within the North Bank Downtown Community Redevelopment Area. The Developer intends to construct a minimum of a 21-story building to include a minimum of 508 residential units, approximately 30,000 square feet of ground floor leasable retail space, and certain other improvements and amenities as set forth on **Exhibit B** attached hereto (collectively, the “Improvements”). The Project will have a Minimum Required Capital Investment (as hereinafter defined) in the amount of TWO HUNDRED FIFTEEN MILLION SIX HUNDRED NINETY-SEVEN THOUSAND AND NO/100 DOLLARS (\$215,697,000.00) by or on behalf of the Developer.

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 2023-11-08, and Resolution 2024-04-12 (collectively, the “Resolution”) and the City Council has authorized execution of this Agreement pursuant to City Ordinance 2024-495-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 Minimum Required Capital Investment of \$215,697,000.00.
- (b) The DIA has determined that the Project is consistent with the following North Bank Community Redevelopment Area Plan Redevelopment Goals:
- (i) Redevelopment Goal No. 2. Increase rental and owner-occupied housing Downtown, targeting diverse populations identified as seeking a more urban lifestyle.
 - (ii) Redevelopment Goal No. 4. Increase the vibrancy of Downtown for residents and visitors through arts, culture, history, sports, theater, events, parks, and attractions.
 - (iii) Redevelopment Goal No. 5. Improve the safety, accessibility, and wellness of Downtown Jacksonville and cleanliness and maintenance of public spaces for residents, workers, and visitors.
 - (iv) Redevelopment Goal No. 6. Improve the walkability/bike-ability of Downtown and pedestrian and bicycle connectivity between Downtown and adjacent neighborhoods and the St. Johns River.

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 9.1.

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 to coordinate all project related activities with the designated Project Coordinator, unless otherwise stated herein.

1.6 Maximum Indebtedness.

The maximum indebtedness of the DIA and City for all fees, grants, reimbursable items or other costs pursuant to this Agreement shall not exceed the sum of FIFTY-NINE MILLION FOUR HUNDRED FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$59,445,000.00).

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.

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 Base Year.

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

In the event Developer does not Commence Construction of the Horizontal Improvements by June 6, 2026, the Base Year shall revert to the calendar year prior to the actual Commencement of Construction Date.

2.3 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. For avoidance of doubt, Capital Investment shall not include any brokerage fees; any costs attributable to financing, including interest and carry costs; marketing costs; any developer or similar fees to the Developer or its Affiliate; tenant improvement costs; tenant allowances; or leasing commissions.

2.4 City Council.

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

2.5 Commence Construction.

The terms "Commence" or "Commenced" or "Commencing" Construction as used herein when referencing the Improvements or any portion thereof means the date when Developer (i) has completed all pre-construction engineering and design; obtained all necessary licenses, permits and governmental approvals to commence construction of the 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 Improvements 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 sufficient to complete the construction of the Improvements; 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) of the Improvements on an ongoing basis without any Impermissible Delays (defined herein).

2.6 Construction Costs.

"Construction Costs" means direct design, engineering, permitting and construction costs incurred by Developer in connection with the Improvements (exclusive of land costs, the N8 Ashley Streetscape Improvements, the N8 Clay Streetscape Improvements, the N8 Pearl Streetscape Improvements, and the Pearl Square Improvements, surveys, geotechnical environmental and construction testing, and construction inspector's fees, and permitting) but including, without limitation, soft and hard costs associated with the design, engineering, and construction as itemized in the Budget for such Improvements as set forth in **Exhibit C** attached hereto. For the purposes of this paragraph, "softs costs" shall exclude developer fees, construction management fees and other similar fees paid to related parties or affiliates, tenant improvements, marketing costs, leasing commissions, property management start-up costs, development fee, financing costs, interest reserves, operating reserves, soft cost contingency, master plan A&E, and Years' table costs (e.g., the N8 Ashley Streetscape Improvements, the N8 Clay Streetscape Improvements, the N8 Pearl Street Improvements, and the Pearl Square Improvements) as set forth elsewhere in this Agreement. Any other softs costs shall be subject to the review and approval by the DIA, consistent with the terms of this Agreement.

2.7 DDRB.

The Downtown Development Review Board of the City.

2.8 Developer Performance Schedule.

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

2.9 Downtown Investment Authority.

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

2.10 Horizontal Improvements.

Those certain horizontal improvements related to the Improvements on the Project Parcel including land clearing, environmental remediation, construction of building pads, installation and relocation of utilities, curbs, gutters, stormwater management systems.

2.11 Horizontal Streetscape Improvements.

The term “Horizontal Streetscape Improvements” means those certain improvements to be constructed on City-owned and Developer-owned land, comprised of the N8 Ashley Streetscape Improvements, the N8 Clay Streetscape Improvements and the N8 Pearl Streetscape Improvements, the N8 Public Streetscape Improvements and the N8 Streetscape Improvements, which improvements include but are not limited to the installation of shade trees bringing the percentage of shaded area comprising the Horizontal Streetscape Improvements area to not less than fifty percent (50%), to bring it into compliance with Downtown Overlay Zone guidelines, with the design thereof coordinated with the City Department of Public Works and subject to DDRB approval.

2.12 Impermissible Delay

The term “Impermissible Delay” means failure of Developer 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 the Improvements at any time prior to the Substantial Completion of such improvements for a period of more than thirty (30) consecutive calendar days, except in cases of any delays attributable to any Force Majeure Event. 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 commercially reasonable efforts shall not be an Impermissible Delay, as long as Developer continues its commercially reasonable efforts to obtain such permits and approvals.

2.13 Improvements.

The term “Improvements” is defined in Section 1.1 above and as further described on **Exhibit B** attached hereto, but excluding the Pearl Square Improvements.

2.14 Leasable Retail Space.

The term “Leasable Retail Space” in connection with the Completion Grant authorized hereunder means a minimum of 27,000 square feet of ground floor, street-facing Retail Space (as such term is defined in the DIA’s Retail Enhancement Program guidelines) and materially consistent with **Exhibit G** as determined by the DIA in its sole discretion.

2.15 Local Option Sales Tax - Retail.

The term “Local Option Sales Tax - Retail” or “LOST - Retail” means the annual local option sales taxes generated from food and beverage sales, retail sales and commercial leases within the Improvements, consistent with the terms and condition as set forth in the LOST Reporting Requirements in Section 5.3 hereof, with the minimum required amounts thereof as shown on **Exhibit H** attached hereto.

2.16 Local Option Sales Tax – Short Term Rental.

The term “Local Option Sales Tax – Short Term Rental” or “LOST - STR” means the annual local option sales taxes, tourist development taxes and discretionary hospitality taxes generated by the rental of the short term rental units located within the Improvements, consistent with the terms and condition as set forth in the LOST Reporting Requirements in Section 5.3 hereof, with the minimum required amounts thereof as shown on **Exhibit H** attached hereto.

2.17 Minimum Developer Equity Requirement.

The term “Minimum Developer Equity Requirement” shall mean the minimum required Developer equity invested in the Improvements in the minimum amount of FORTY-THREE MILLION ONE HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$43,139,400.00).

2.18 Minimum Required Capital Investment.

The term “Minimum Required Capital Investment” shall mean the minimum required Capital Investment to be made by the Developer in the Improvements which shall be TWO HUNDRED FIFTEEN MILLION SIX HUNDRED NINETY-SEVEN THOUSAND AND 00/100 DOLLARS (\$215,697,000.00), exclusive of brokerage fees; any costs attributable to financing, including interest and carry costs; marketing costs; developer or similar fees to the Developer or its Affiliate; tenant improvement costs; tenant allowances; leasing commissions; or payments or funds provided by the City or the DIA pursuant to this Agreement, as set forth on **Exhibit F** attached hereto. In the event the Minimum Required Construction Costs are reduced consistent with Section 11.2 hereof, the Minimum Required Capital Investment as set forth in this Section shall reduce on a dollar-for-dollar basis.

2.19 Minimum Required Construction Costs.

The term “Minimum Required Construction Costs” shall mean the minimum required Construction Costs to be made by the Developer in the Improvements which shall be ONE HUNDRED NINETY-SIX MILLION FOUR HUNDRED SIXTEEN THOUSAND AND 00/100 DOLLARS (\$196,416,000.00).

2.20 Minimum Requirements.

“Minimum Requirements” with regard to the Improvements shall mean those minimum requirements as set forth on **Exhibit D** attached hereto and incorporated herein by this reference.

2.21 N8 Streetscape Easement.

Those certain perpetual easements over a portion of the Developer’s property in favor of the City as set forth on **Exhibit N** attached hereto and to be provided simultaneous with the request for funding of the first installment of the Completion Grant.

2.22 N8 Ashley Streetscape Improvements.

Those certain improvements to be located on City-owned real property along the full southern edge of W. Ashley Street between N. Clay Street and N. Pearl Street fronting the U-Haul Moving and Storage building and comprising approximately 6,790 square feet, to bring it into compliance with Downtown Overlay Zone guidelines, with the design thereof coordinated with the City Department of Public Works and subject to DDRB approval. Developer shall fund and document to the DIA a minimum of \$485,000.00 toward the costs of design and construction of the N8 Ashley Streetscape Improvements, over and above the minimum financial requirements set forth in Sections 2.18 and 2.19. In the event the actual costs of the N8 Ashley Streetscape Improvements are less than \$485,000.00, Developer shall submit an enhanced scope of services for improvements to be located on City-owned real property related to the Project for review and approval by the DIA, such that the minimum threshold of \$485,000.00 is satisfied.

2.23 N8 Clay Streetscape Improvements.

Those certain improvements to be located on City-owned real property along the full western edge of N. Clay Street between W. Beaver Street and W. Ashley Street fronting the Historic Stanton School and comprising approximately 3,150 square feet, to bring it into compliance with Downtown Overlay Zone guidelines, with the design thereof coordinated with the City Department of Public Works and subject to DDRB approval. Developer shall fund and document to the DIA a minimum of \$305,000.00 toward the costs of design and construction of the N8 Clay Streetscape Improvements, over and above the minimum financial requirements set forth in Sections 2.18 and 2.19. In the event the actual costs of the N8 Clay Streetscape Improvements are less than \$305,000.00, Developer shall submit an enhanced scope of services for improvements to be located on City-owned real property related to the Project for review and approval by the DIA, such that the minimum threshold of \$305,000.00 is satisfied.

2.24 N8 Pearl Streetscape Improvements.

Those certain improvements to be located on City-owned real property along the full western edge of N. Pearl Street between W. Ashley Street and W. Church Street fronting the U-Haul Moving & Storage building and comprising approximately 3,550 square feet, to bring it into compliance with Downtown Overlay Zone guidelines, with the design thereof coordinated with the City Department of Public Works and subject to DDRB approval. Developer shall fund

and document to the DIA a minimum of \$375,000.00 toward the costs of design and construction of the N8 Pearl Streetscape Improvements, over and above the minimum financial requirements set forth in Sections 2.18 and 2.19. In the event the actual costs of the N8 Pearl Streetscape Improvements is less than \$375,000.00, Developer shall submit an enhanced scope of services for improvements to be located on City-owned real property related to the Project for review and approval by the DIA, such that the minimum threshold of \$375,000.00 is satisfied.

2.25 N8 Public Streetscape Improvements.

Those certain improvements to be located on City-owned real property directly adjacent to Developer-owned real property along the perimeter of Project Parcel bordered by W. Beaver Street, N. Pearl Street, W. Ashley Street, and N. Clay Street for an approximate total of 23,000 square feet, to bring it into compliance with Downtown Overlay Zone guidelines, with the design thereof coordinated with the City Department of Public Works and subject to DDRB approval.

2.26 N8 Streetscape Improvements.

Those certain improvements to be located on Developer-owned real property along the perimeter of Project Parcel bordered by W. Beaver Street, N. Pearl Street, W. Ashley Street, and N. Clay Street for an approximate total of 7,640 square feet, to bring it into compliance with Downtown Overlay Zone guidelines, with the design thereof coordinated with the City Department of Public Works and subject to DDRB approval.

2.27 Party or Parties.

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

2.28 Pearl Square Improvements.

Those certain improvements to be constructed by Developer on Pearl Street generally in the vicinity commencing from the southern edge of the intersection of Pearl Street and Ashley Street, with the northern terminus thereof at the southern edge of the intersection with Beaver Street, which upon completion shall be known as “Pearl Square”, with the design thereof coordinated with the City Department of Public Works and subject to DDRB approval, in compliance with all Downtown Overlay Zone requirements. Developer shall fund and document to the DIA a minimum of \$2,740,000.00 toward the costs of design and construction of the Pearl Square Improvements, over and above the minimum financial requirements set forth in Sections 2.18 and 2.19. In the event the actual costs of the Pearl Square Improvements is less than \$2,740,000.00, Developer shall submit an enhanced scope of services for improvements to be located on City-owned real property related to the Project for review and approval by the DIA, such that the minimum threshold of \$2,740,000.00 is satisfied.

2.29 Permit Approvals.

The term “Permit Approvals” shall mean all permits and regulatory approvals needed for the construction of the Improvements which shall include final 10-set and DDRB approval for the Improvements.

2.30 Plans and Specifications.

The Plans and Specifications for the construction of the Improvements as reviewed and approved by the Construction Inspector and the City and all amendments and modifications thereto as approved by the City to the extent approval is required.

2.31 Project.

The term “Project” shall mean, collectively, the Improvements (inclusive of the Minimum Requirements), the N8 Ashley Streetscape Improvements, the N8 Clay Streetscape Improvements and the N8 Pearl Street Improvements, the Pearl Square Improvements, the Restaurant Improvements and the obligations of the Developer under this Agreement, as more specifically described herein.

2.32 Project Parcel.

The term “Project Parcel” is defined in Section 1.1 above.

2.33 Restaurant Improvements.

A minimum of one ground floor restaurant that provides outdoor seating and extended hours, including evenings, beyond traditional office hours and on weekends, which shall be Substantially Completed and open for business within six (6) months of the Outside Completion Date (defined below). In the event that the operator of the Restaurant changes during the compliance period, the Restaurant may be closed for not more than ninety (90) consecutive days (“Restaurant Closure”) subject to delay attributable to any Force Majeure Event; notwithstanding the foregoing, the CEO of the DIA may extend the Restaurant Closure for up to an additional ninety (90) days (for an aggregate of up to 180 days) in her sole discretion for good cause shown by Developer. Failure to maintain Restaurant Closure requirements will result in the loss of REV payment in any such year which will not, however, affect the Maximum REV Grant Amount of or term of the REV Grant.

2.34 Substantial Completion.

As to the Improvements, “Substantially Completed,” “Substantial Completion” or “Completion” means that, with respect to the Improvements (except for any space to be occupied by a commercial 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 by the City of Jacksonville, if applicable, so that the Improvements are 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.

2.35 Vertical Improvements.

“Vertical Improvements” means all of the buildings, structures, and other improvements, other than the Horizontal Improvements, to be constructed or installed on the Project 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 throughout the term of this Agreement:

(i) the execution and delivery by Developer of this Agreement and any document related to this Agreement have been approved by all parties whose approval is required including by the Developer pursuant to the terms of the Developer’s governing documents;

(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 and any document related to this Agreement on behalf of the Developer are duly authorized and fully empowered to execute the same for and on behalf of the Developer;

(iv) the Developer and each entity with a direct or indirect ownership interest in 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 with a direct or indirect ownership interest in 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.

Subject in all events to any delays attributable to one or more Force Majeure Events, the City, the DIA and the Developer have jointly established the following dates for the Developer's obligations under this Agreement (collectively, the "Developer Performance Schedule"):

- (i) As of the Effective Date hereof, Developer has received final design approvals, including DDRB final approval, for the Improvements.
- (ii) Developer shall submit applications for all Permit Approvals necessary to Commence Construction (including vertical building permits) of the Improvements no later than October 31, 2024 and pursue the same with commercially reasonable diligence.
- (iii) Developer shall Commence Construction of the Horizontal Improvements by _____ (*insert date that is eight months from the effective date of the ordinance authorizing this agreement*) (the "Horizontal Improvements Commencement of Construction Date") and provide promptly written notice to the City, and thereafter Developer shall proceed without any Impermissible Delays through Commencement of the Vertical Improvements.
- (iv) Developer shall Commence Construction of the Vertical Improvements on or before _____ (*insert date that is six months from the Horizontal Improvements Commencement of Construction Date*) (the "Vertical Improvements Commencement of Construction Date") and provide promptly written notice to the City, and construction of the Improvements shall proceed without any Impermissible Delays through Substantial Completion thereof.
- (v) Developer shall Substantially Complete the Improvements (but for the purposes of this subparagraph (v), Improvements shall not include the Restaurant Improvements, which must be Substantially Completed, leased and open for business within six (6) months of the Completion Date), the N8 Ashley Streetscape Improvements, the N8 Clay Streetscape

Improvements, the N8 Pearl Streetscape Improvements and the Pearl Square Improvements on or before that date that is thirty-five (35) months from the Horizontal Commencement of Construction Date (the “Completion Date”), and shall submit promptly written notice of the Completion Date to the DIA for its written confirmation in accordance with the terms and conditions contained in this Agreement. For purposes of clarity, in the event the Improvements are Substantially Complete prior to the Completion Date, the Completion Date for the purposes of calculating the six (6) months window for the Restaurant Improvements to be leased and operating for their intended purposes shall be calculated from the date that is thirty-five (35) months from the Horizontal Commencement of Construction Date (the “Outside Completion Date”).

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 hereby agrees to undertake and complete the construction and development of the Improvements in accordance with this Agreement and the Developer Performance Schedule, in all events subject to delays attributable to one or more Force Majeure Events, 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 for up to six (6) months in her sole discretion for good cause shown by Developer. Any extensions greater than the aggregate six months as described above (with the exception for extensions due to delays attributable to one or more Force Majeure Events) shall require City Council approval. Any change to the Commencement of Construction Date pursuant to this paragraph shall automatically result in a corresponding extension to the Completion Date. Extensions to any other dates within the Developer Performance Schedule shall serve only to extend the individual date referenced.

Article 5. REV GRANT

5.1 Recaptured Enhanced Value Program; Amount.

Subject to the terms and conditions of this Agreement, the DIA shall make a Recaptured Enhanced Value grant (“REV Grant”) in a total amount not to exceed \$33,888,000.00 (the “Maximum REV Grant Amount”), partially payable beginning in the first year following the Substantial Completion of the Improvements, and their inclusion on the City tax rolls at full assessed value (the “Initial Year”) and ending 17 years thereafter (the “Final Year”), all as more fully described below in this Article 5. In the event of the expiration or earlier termination of the Northbank West CRA TIF, the City agrees to fund the REV Grant in accordance with the terms of this Agreement.

Notwithstanding the foregoing, the City’s and DIA’s obligation to fund the REV Grant is subject to the condition that the Improvements, inclusive of the Minimum Requirements applicable to the Improvements, are Substantially Completed by the Completion Date, subject to extension due to a Force Majeure Event or by an extension granted by the CEO of the DIA, in each case subject and pursuant to the terms and conditions of this Agreement.

5.2 Payments of REV Grant.

The REV Grant shall be paid by the DIA to the Developer by check or wire transfer, in annual installments determined in accordance with Section 5.3, 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 the REV Grant in excess of the amount stated in Section 5.1 or after payment of the final installment due May 15 of the Final Year, and, except as expressly provided in this Agreement, the REV Grant payments as determined pursuant to Section 5.3 shall not be subject to reduction or repayment.

5.3 Determination of Annual Installments of REV Grant.

The amount of each annual installment of the REV Grant shall be the sum which is equal to 75% of the Annual Project Revenues (as defined and determined in this Section 5.3) actually received by the DIA (or the City, as applicable) during the twelve (12) month period ended April 1 preceding the due date of such annual installment. For the purposes of this Agreement, “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 (with tangible personal property capped in the aggregate at \$12,099,000.00 for each year of the REV Grant) comprising the Project Parcel, less the amount of all municipal and county ad valorem taxes that would have been levied or imposed on the Project Parcel using the assessed value for the Base Year, which for the purposes of this Article 5 shall be \$923,236.00 (subject to any adjustments as made by the Duval County Property Appraiser’s Office or as recalculated per Section 2.2 hereof) exclusive of any debt service millage. Notwithstanding anything in this Agreement to the contrary, in the event Developer fails to Commence the Horizontal Improvements by June 6, 2026, which is five years following the first acquisition date of the assembled properties, and assuming this Agreement is amended so that the Developer remains eligible for the REV Grant, the assessed value for the Base Year for the purposes of the REV Grant calculation shall be the assessed value from the most recent tax year preceding the actual Commencement date for the Horizontal Improvements. 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 Project Parcel, 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 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 REV Grant payment based on the Annual Project Revenues in such future year's notice.

For the purposes of this Section 5.3, commencing with the first January 1 date following the expiration of the two-year period to apply for the second and third installment of the Completion Grant (the "LOST - Retail Reporting Commencement Date"), Developer shall be responsible for collecting and submitting to the DIA from those property owners and tenants of any portion of the Improvements copies of sales tax receipts remitted annually on a calendar year basis by the applicable property owner and tenant sufficient to demonstrate that Developer has satisfied the applicable Minimum Required LOST - Rental Revenues as set forth on **Exhibit H** attached hereto (copies of form DR-15 or equivalent, collectively, the "LOST - Retail Reporting Requirements"). The LOST - Retail Reporting Requirements shall be due on an annual basis commencing with second April 1 date after the LOST – Retail Reporting Commencement Date, and continuing on each April 1 thereafter for a period of ten (10) years (the "LOST - Retail Remittance Period"). Amounts that fall short of the cumulative LOST - Retail remittance anticipated in any given calendar year beginning with the first year of the LOST - Retail Remittance Period, as set forth on **Exhibit H** attached hereto, through year ten of the LOST – Retail Remittance Period will be withheld from the REV Grant payment applicable to such calendar year. Any such reduction will not affect the Maximum REV Grant Amount of or term of the REV Grant. Failure to submit the LOST – Retail Reporting Requirements shall be applied as if no LOST – Retail revenues were received in such year.

In connection with the rental of the short-term rental units located within the Improvements, for a term of twenty (20) years after Substantial Completion of the Improvements, Developer shall collect a discretionary hospitality tax in an amount equal to one percent (1%) of the rental revenue generated by the rental of the short-term rental units. For the purposes of this Section 5.3, commencing with the first January 1 date following the expiration of the two-year period to apply for the second and third installment of the Completion Grant (the "LOST - STR Reporting Commencement Date"), Developer shall be responsible for collecting and submitting to the DIA from those property owners and tenants of any portion of the Improvements used for short term rental units copies of sales tax receipts, tourist development tax receipts and discretionary hospitality tax receipts remitted annually on a calendar year basis by the applicable property owner and tenant sufficient to demonstrate that Developer has satisfied the applicable Minimum Required LOST - STR Revenues as set forth on **Exhibit H** attached hereto (copies of form DR-15 or equivalent, collectively, the "LOST - STR Reporting Requirements"). The LOST - STR Reporting Requirements shall be due on an annual basis commencing with second April 1 date after the LOST – STR Reporting Commencement Date, and continuing on each April 1 thereafter for a period of twenty (20) years (the "LOST - STR Remittance Period"). Amounts that fall short of the cumulative LOST - STR remittance anticipated in any given calendar year beginning with the first year of the LOST - STR Remittance Period, as set forth on **Exhibit H** attached hereto, through year ten of the LOST – STR Remittance Period will be withheld from the REV Grant payment applicable to such calendar year. Any such reduction will not affect the Maximum REV Grant Amount of or term

of the REV Grant. Failure to submit the LOST – STR Reporting Requirements shall be applied as if no LOST – STR revenues were received in such year. Developer acknowledges and agrees that during the term of the REV Grant, all retail tenants occupying retail space within the Improvements are ineligible for funding under any DIA incentive program.

Except as provided below, within thirty (30) days of receipt of said notice from Developer, DIA shall provide Developer with a calculation as to the annual 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 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 REV Grant calculation and make the 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 REV Grant payment would be based. In that event, the date that the DIA is required to provide the 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 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 Annual Project Revenues under this Article 5 are based for that tax year, and (ii) the amount of the adjusted Retail Annual Project Revenues paid by the Developer.

5.4 Non-Foreign Entity Affidavit.

Notwithstanding anything in this Agreement to the contrary, as a condition precedent to the City's and DIA's obligations under this Agreement including any obligation to pay any portion of the REV Grant or Completion Grant to the Developer, the Developer shall have provided to the City an executed and notarized non-foreign entity affidavit in form and substance satisfactory to the City and substantially in the form attached as **Exhibit O** hereto.

5.5 Further disclaimer.

The 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 5. The City and DIA shall not be obligated to pay the 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 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 REV Grant or any installment thereof.

Article 6. COMPLETION GRANT

6.1 Completion Grant; Amount.

The Developer shall be eligible for a Completion Grant (“Completion Grant”), payable in three installments, in the maximum, aggregate amount of \$25,557,000.00, subject to the terms and conditions of this Agreement. Upon Substantial Completion of the Project Improvements (defined in Section 6.2, below) in accordance with this Agreement, Developer will be eligible for the first installment of the Completion Grant in the amount of \$10,155,000.00, subject to the applicable conditions to disbursement set forth below. The Developer shall be eligible for the second installment of the Completion Grant in the maximum amount of \$9,241,200.00 upon a minimum of 60% of the Leasable Retail Space being placed under lease with tenants of street facing ground level space as approved by the DIA in its sole discretion, and subject to the applicable conditions of disbursement set forth below. The Developer will be eligible for the third and final disbursement of the Completion Grant in the amount of \$6,160,800.00 upon 100% of the Leasable Retail Space being placed under lease with tenants of street facing ground level space as approved by the DIA in its sole discretion, and subject to the conditions of disbursement as set forth below.

6.2 Conditions to Disbursement of First Installment of Completion Grant.

The City’s obligation to make the initial disbursement of the Completion Grant in the maximum amount of \$10,155,000.00 is conditioned upon satisfaction of each of the following conditions precedent:

- (1) The Improvements, the Horizontal Streetscape Improvements and the Pearl Square Improvements (for the purposes of this Article 6, and inclusive of the Minimum Requirements, the “Project Improvements”) shall have been Substantially Completed in accordance the terms and conditions of this Agreement, including the Developer Performance Schedule (as the same may be extended in accordance with this Agreement), as verified by a final inspection report satisfactory to the DIA, the City’s Department of Parks Recreation and Community Services and City’s Department of Public Works, as applicable. certifying that the Project Improvements have been Substantially Completed, constructed in a good and workmanlike manner and are in satisfactory condition. 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 Project Improvements have been Substantially Completed and are not subject to any material violations or uncorrected conditions noted or filed in any City department. In the event the Developer does not Substantially Complete the Project Improvements and apply for the first installment of the Completion Grant by no later than the date that is six (6) months from the Completion Date, Developer shall have no right to any portion of the Completion Grant.

- (2) The Restaurant Improvements shall have been Substantially Completed, leased and open for business in accordance the terms and conditions of this Agreement, as verified by a final inspection report satisfactory to the DIA, certifying that the Restaurant Improvements have been Substantially Completed, constructed in a good and workmanlike manner and are in satisfactory condition. The Developer shall furnish to the DIA a certificate of substantial completion issued by the contractor and verified by the architect of record and a temporary certificate of occupancy subject only to typical punch list items establishing that 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. In the event the Developer does not Substantially Complete the Restaurant Improvements and the same are not leased and open for business and apply for the first installment of the Completion Grant by no later than the date that is six (6) months from the Outside Completion Date (as the same may be extended as set forth in this Agreement), Developer shall have no right to any portion of the first installment of the Completion Grant.
- (3) All property taxes on the Project Parcel must be current.
- (4) 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 Completion Grant 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).
- (5) The Developer shall submit to the DIA a contractor's affidavit and releases of liens from each contractor, subcontractor and supplier who provided notice to owner, or other proof reasonably satisfactory to the DIA, confirming that payment has been made for all materials supplied and labor furnished in connection with the Substantial Completion of the Improvements (inclusive of all Minimum Requirements), with the exception of any retainage 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 Project Parcel. For purposes of clarity, only the liens of any construction loans for the Improvements may exist on the Project Parcel at the time of disbursement of the first installment of the

Completion Grant, and Developer shall provide at its expense a current ownership and encumbrance report for the Project Parcel to verify the same.

- (6) The Developer shall submit to the DIA a written application for the disbursement of the applicable installment of the Completion Grant pursuant to a disbursement request in the form of attached **Exhibit J** (the “Disbursement Request”). The Disbursement Request shall only be made after Substantial Completion of the Project Improvements, and satisfaction of all conditions under this Agreement. 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 Construction Costs for the Project Improvements as of the date of the Disbursement Request, and (ii) AIA Forms G702 and G703 certified by the general contractor and architect for the completed Project Improvements. The Disbursement Request shall constitute a representation by Developer that the Project Improvements are Substantially Completed in accordance with the Plans and Specifications; that the work and materials for which payment is requested have been physically incorporated into the Improvements; that the value is as stated; that the Project Improvements 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.
- (7) 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 the lien(s) of any consensual mortgage(s)) released or transferred to bond within fifteen (15) business 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 Completion Grant funds until such lien or encumbrance is bonded over or removed and the City receives a copy of the recorded release or bond. The City shall not be obligated to disburse any of the Completion Grant funds to Developer if, in the reasonable opinion of the City, any such disbursement or the Project Improvements 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.
- (8) Developer shall provide evidence and documentation to the DIA in its sole discretion that Developer has satisfied with respect to the Improvements: (i) the Minimum Developer Equity Requirement; (ii) the Minimum Required Capital Investment; and (iii) the Minimum Required Construction Costs, and Developer shall receive credit for retainage amounts of up to ten percent (10%) of the actual

costs of work performed in constructing the Improvements so long as no liens for non-payment have been filed by any contractor or sub-contractor as of such date.

- (9) In the event the actual costs of the N8 Ashley Streetscape Improvements upon Substantial Completion are less than \$485,000.00, the Developer shall submit an additional scope of work to the DIA to be performed on City-owned property at a cost of not less than the difference between \$485,000.00 and the actual costs spent by Developer on the N8 Ashley Streetscape Improvements.
- (10) In the event the actual costs of the N8 Clay Streetscape Improvements upon Substantial Completion are less than \$305,000.00, the Developer shall submit an additional scope of work to the DIA to be performed on City-owned property at a cost of not less than the difference between \$305,000.00 and the actual costs spent by Developer on the N8 Clay Streetscape Improvements.
- (11) In the event the actual costs of the N8 Pearl Streetscape Improvements upon Substantial Completion are less than \$375,000.00, the Developer shall submit an additional scope of work to the DIA to be performed on City-owned property at a cost of not less than the difference between \$375,000.00 and the actual costs spent by Developer on the N8 Pearl Streetscape Improvements.
- (12) In the event the actual costs of the Pearl Square Streetscape Improvements upon Substantial Completion are less than \$2,740,000.00, the Developer shall submit an additional scope of work to the DIA to be performed on City-owned property at a cost of not less than the difference between \$2,740,000.00 and the actual costs spent by Developer on the Pearl Square Improvements.
- (13) Developer shall duly execute and deliver the N8 Streetscape Easement to the City.
- (14) 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 Project Improvements and any component thereof.

6.3 Conditions to Disbursement of Second Installment of Completion Grant.

The City's obligation to make the second disbursement of the Completion Grant in the amount of \$9,241,200.00 is conditioned upon satisfaction of each of the following conditions precedent on or prior to the date that is two years from the documented date of Substantial Completion:

- (1) Satisfaction of all requirements of Section 6.2 as of the date of the request for the Second Installment of the Completion Grant;

- (2) Provide documentation demonstrating to the satisfaction of the DIA in its reasonable discretion that sixty percent (60%) of the Leasable Retail Space is under a binding lease agreement at commercially reasonable market rates with retail tenants of street facing ground level space as approved by the DIA in its sole discretion, with a minimum three (3) year term.

6.4 Conditions to Disbursement of Third and Final Installment of Completion Grant.

The City's obligation to make the third and final disbursement of the Completion Grant in the amount of \$6,160,800.00 is conditioned upon satisfaction of each of the following conditions precedent on or prior to the date that is two years from the documented date of Substantial Completion:

- (1) Satisfaction of conditions all requirements of Section 6.2 and Section 6.3 as of the date of the request for the Third Installment of the Completion Grant;
- (2) Provide documentation demonstrating to the satisfaction of the DIA in its reasonable discretion that one hundred percent (100%) of the Leasable Retail Space is under a binding lease agreement at commercially reasonable market rates with retail tenants of street facing ground level space as approved by the DIA in its sole discretion, with a minimum three (3) year term.

6.5 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 Completion Grant 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.

6.6 Further Disclaimer.

The Completion 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 6. The City and DIA shall not be obligated to pay the Completion 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 Completion Grant 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 Completion Grant or any installment thereof.

Article 7. EASEMENTS

7.1 Grant of Easements.

The City and Developer shall enter into the following in connection with the Project:

- (1) N8 Streetscape Easement. Developer shall grant to the City for the use by the City and general public a perpetual use and access easement from Developer to City for the N8 Streetscape Improvements located on certain portions of Developer-owned property, in substantially the form attached hereto as **Exhibit N**; provided, however, that such easement shall terminate at the later to occur of: forty (40) years from the Effective Date of the easement; or (ii) upon the expiration of the useful life of the Improvements.

Article 8. THE DEVELOPMENT

8.1 Scope of Development.

The Developer, at its sole cost and expense, shall construct and develop, or cause to be constructed and developed, the Project, which the Developer is obligated to construct and develop in accordance with the Developer Performance Schedule and this Agreement. The Improvements shall include all of the specifications and requirements set forth on **Exhibit B** attached hereto, which are incorporated herein by reference, and include the Minimum Requirements as set forth on **Exhibit D** attached hereto. The design and architectural features of the Improvements shall be substantially similar in all material respects to the conceptual renderings as approved by the DDRB and as set forth in part on **Exhibit K** attached hereto, unless otherwise approved by the DIA in writing in its sole discretion.

8.2 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 Grant and Completion Grant, subject to the terms and conditions of this Agreement.

8.3 Compliance with DDRB.

The Improvements, and all other improvements constructed as a part of the Project, shall comply with the Downtown Zoning Overlay and DDRB final approval letter dated December 19, 2023.

8.4 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.

8.5 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.

8.6 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.

8.7 Environmental Considerations.

The Parties acknowledge that the Florida Department of Environmental Protection (“FDEP”) has granted eligibility of an historic petroleum discharge, identified as FDEP Site ID 16/8842544, located on the Project Parcel into a state-funded petroleum restoration program (the “Environmental Site”). The FDEP has delegated assessment and remedial oversight of the Environmental Site to the City of Jacksonville’s Environmental Quality Division (“EQD”). Developer and EQD have, and will continue, to cooperate in regard to assessment and remedial activities conducted at the Environmental Site pursuant to the state-funded petroleum restoration program; provided, however, that Developer may elect, in its sole discretion, to assume responsibility for assessment and remediation of the Environmental Site by entering into a Voluntary Cleanup Agreement with the FDEP pursuant to Section 376.3071(12)(a), Florida Statutes. City acknowledges that, upon completion of the groundwater monitoring or other assessment or remedial actions at the Environmental Site required by the FDEP, a No Further Action with Controls or Conditions will likely be requested for the Environmental Site using the Site Rehabilitation Completion Order (SRCO) Risk Management Option (RMO) 3 process outlined in Florida Administrative Code (FAC) Chapter 62-780. As the groundwater contaminant plume is currently shown as of the Effective Date hereof to extend southeast of the Project Parcel beneath the City owned rights-of-way of N Pearl Street and W Ashley Street (the “Affected City Parcel”), the City as an adjacent affected property owner will (i) abide by all environmental covenants, controls, and restrictions as they apply to the off-site groundwater contamination on the City Parcel, and (ii) execute all documents reasonably required by FDEP to obtain the SRCO under RMO 3, including, without limitation, entering into a declaration of restrictive covenant prohibiting the use of groundwater on the City Parcel.

Article 9. JSEB PROGRAM

9.1 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 \$11,889,000.00, 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 L (the "JSEB REPORTING FORM").

Article 10. REPORTING

On an annual basis, the Developer 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. Developer shall also provide the required annual LOST – Retail Reporting Requirements and LOST – STR Reporting Requirements commencing on and otherwise as set forth in Section 5.3 hereof. Samples of the general forms of these reports are attached hereto as Exhibit M (the "Annual Survey"); however, the specific data requested may vary from the forms attached. In addition, the Developer 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 obligation to submit such reports shall continue until Developer has complied with the applicable terms of this Agreement concerning the Project, the Improvements, REV Grant, and Completion Grant and end upon Substantial Completion of the Improvements, except that the Developer shall continue its reporting requirements as required for the REV Grant and LOST – Retail Reporting Requirements and LOST – STR Reporting Requirements for the remaining term of the REV Grant.

Within thirty (30) days following a written request of the DIA or the City, the Developer shall provide the DIA and the City with additional non-proprietary, documentation and information relating to this Agreement as reasonably requested by the DIA or the City to the extent such documentation or information is not privileged or confidential and is in Developer's possession.

Article 11. DEFAULTS AND REMEDIES

11.1 General.

An "Event of Default" under this Agreement with respect to the development and

construction of the Improvements shall consist of the breach by Developer of any covenant, agreement, representation, provision, or warranty (that has not 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 between Developer and the City or the DIA 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 the loan and exercise its remedies against the Project Parcel and/or Improvements under the applicable loan documents, or foreclose on the Project Parcel or the Improvements (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 and is continuing under this Agreement with respect to the Improvements, the City may refuse to pay any portion of the REV Grant, the Completion Grant and other incentives as may be associated with the Improvements 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, or damages, or other relief, or proceed to take any action authorized or permitted under applicable laws or regulations; provided, however that at any point prior to Commencement of the Vertical Improvements, Developer may, in its sole and absolute discretion, terminate this Agreement by written notice to DIA (a “Developer Termination”), upon which event the parties hereto shall have no further liability or obligation to any other party to this Agreement, except that, to the extent an Event of Default exists at the time of such termination, or an event that, with the giving of notice or passage of time, or both, will constitute an Event of Default, nothing herein will relieve any party from liability for actual damages incurred by the non-breaching party as a result of such Developer Termination. Notwithstanding the foregoing, in the event of a Developer Termination, Developer shall restore any work performed on City-owned property to its original condition as of the Effective Date of this Agreement, reasonable wear and tear excepted. Notwithstanding anything in this Agreement to the contrary, the City and DIA may withhold any portion of the REV Grant, the Completion Grant and other incentives as may be associated with the Improvements immediately upon the occurrence of a default and throughout any notice or cure period until such default is cured. Notwithstanding the foregoing, no occurrence shall constitute an Event of Default until the City has given the Developer written notice of the default and thirty (30) calendar days within which to cure the default; provided, however, that if such default cannot reasonably be cured within such thirty (30) calendar days period then such thirty (30) day cure period shall be extended for an additional ninety (90) day period so long as the Developer has commenced a cure within the initial thirty (30) day period and thereafter diligently pursues such cure. Notwithstanding the foregoing, the Developer shall be entitled to fifteen (15) day written notice of an Event of Default in connection with the Developer Performance Schedule, with a maximum of a fifteen (15) day opportunity to cure, with no extension to such cure period. Notwithstanding anything to the contrary in this Agreement, there shall be an immediate Event of Default, 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 and such appointment shall remain in effect for a period of sixty (60) days after the filing date thereof; 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.

11.2 Specific Defaults.

Additionally, for any of the specific Events of Default described in this Section 11.2 below, in addition to and without waiving any other right or remedy, the parties agree that the City and DIA shall have the following specific remedy:

- (a) in the event reporting requirements are not met in the time period specified in Article 10 of this Agreement and such default is not cured within the time period provided in Section 11.1 after written notice from the City and DIA, the DIA will be entitled to withhold any undisbursed amount of the applicable REV Grant, and Completion Grant 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 upon Substantial Completion of the Improvements in accordance with this Agreement, the Construction Costs incurred by the Developer for the Improvements is less than \$196,416,000.00, the REV Grant will be proportionately reduced. If, upon Substantial Completion of the Improvements in accordance with this Agreement, the Construction Costs incurred by Developer is less than \$176,774,400.00 but greater than \$166,953,600.00, then upon written application of the Developer, the DIA Board in its sole discretion may approve a pro rata reduction in the maximum amount of the REV Grant. If the Developer fails to incur at least \$166,953,600.00 in Construction Costs for the Improvements, the REV Grant will be terminated.
- (c) if upon Substantial Completion of the Improvements in accordance with this Agreement, the Developer has failed to incur at least \$166,953,600 in Construction Costs for the Improvements, the Completion Grant shall be terminated.

11.3 Breach by City.

No breach of this Agreement shall constitute a default by the City or the DIA until the Developer has given the City and the DIA written notice of the breach and thirty (30) calendar days within which to cure the breach. If any breach cannot reasonably be cured within the initial thirty (30) calendar days, no 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 a default under this Agreement beyond all applicable notice and cure periods, Developer shall have, in addition to the remedies expressly provided herein, have all remedies allowed by law or equity; provided, however, that in no event shall the City be liable to Developer for any punitive, special, 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.

11.4 Liens, Security Interests.

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

Article 12.

ANTI-SPECULATION AND ASSIGNMENT PROVISIONS

12.1 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.

12.2 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, (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 manager or managing member(s) of the Developer. If any prohibited assignment, transfer or conveyance is made, the obligation of the City to pay any further amounts of the REV Grant and the Completion Grant to the Developer shall immediately terminate. After the Substantial Completion of the Improvements, Developer shall not assign, transfer or convey items (i) or (ii) above, without the prior written consent of the City and DIA, unless both items are simultaneously conveyed; provided, however, that in such event such assignee shall enter into a duly executed 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 with respect to such lender, and such lender or assignee shall enter into collateral assignment 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, whether or not consented to by the DIA or the City, shall release Developer from any liability or obligation hereunder unless agreed to in writing by the DIA and City.

Article 13.
GENERAL PROVISIONS

13.1 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.

13.2 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, 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 fifteen (15) 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.

13.3 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.

13.4 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

606 Pearl St LLC
c/o Gateway Jax, LLC
100 Laura Street, Suite 700
Jacksonville, Florida 32202
Attn: Eric Shullman

With a copy to:

Driver, McAfee, Hawthorne & Diebenow, PLLC
One Independent Drive, Suite 1200
Jacksonville, Florida 32202
Attn: Cyndy Trimmer

13.5 Time.

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

13.6 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.

13.7 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.

13.8 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.

13.9 Indemnification.

Developer shall indemnify, hold harmless and defend the City, 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 actually incurred or sustained, or claimed to have been actually 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 cause by the negligence or willful misconduct of the City of Jacksonville or DIA or any of their respective officers, employees, agents or contractors. 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. 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 shall include all officers, board members, City Council members, employees, representatives, agents, successors and assigns of the City and the DIA, as applicable.

13.10 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.

13.11 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.

13.12 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.

13.13 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.

13.14 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*.

13.15 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.

13.16 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.

13.17 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 provisions relating to the City's right to conduct an audit.

13.18 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.

13.19 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.

13.20 Construction.

The word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless the context otherwise requires or unless otherwise specified.

13.21 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.

13.22 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.

13.23 Retention of Records/Audit

The Developer agrees:

(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 the 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.

13.24 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 Project Parcel.

13.25 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.

13.26 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, except as set forth in Section 12.2 hereof, 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.

13.27 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.

13.28 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.

13.29 Further Assurances.

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

1. promptly correct any defect, error, or omission herein or in any document executed in connection herewith (collectively the "Project Documents");
2. 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;

3. 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

4. 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.

13.30 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.

13.31 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.

13.32 Further Authorizations.

The parties acknowledge and agree that the Mayor of the City, or her 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.

13.33 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.

13.34 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.

19.35 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 except to the extent such obligations expressly survive such termination.

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

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: _____
Donna Deegan, Mayor

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

Print Name: _____

By: _____
Lori N. Boyer, CEO

Print Name: _____

Form Approved:

Office of General Counsel

DEVELOPER

606 PEARL ST LLC, a Florida limited liability company

WITNESS:

By: _____

Name: _____

Its: _____

Date: _____

Print Name: _____

Print Name: _____

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Certification of Funds

1Cloud Account for Certification of Funds	Amount

This above stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one (1) or more subsequently issued purchase order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), of the *Jacksonville Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Contract; 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 purchase order[s], as specified in said Contract.

 Director of Finance
 City Contract Number: _____

LIST OF EXHIBITS

Exhibit A	Project Parcel
Exhibit B	Improvements
Exhibit C	Construction Costs
Exhibit D	Minimum Requirements
Exhibit E	Reserved
Exhibit F	Minimum Required Capital Investment
Exhibit G	Retail Space
Exhibit H	Minimum Required LOST revenues
Exhibit I	Tiers Requirements
Exhibit J	Disbursement Request Form
Exhibit K	Conceptual Renderings
Exhibit L	JSEB Reporting Form
Exhibit M	Annual Survey
Exhibit N	N8 Streetscape Easement
Exhibit O	Non-Foreign Entity Affidavit

EXHIBIT A

Project Parcel

Denoted as N8 on master development maps, includes approximately 64,977 square feet (1.49 acres) of land bounded by W Beaver Street to the north, N Pearl Street to the east, W Ashley Street to the south, and N Clay Street to the west inclusive of parcel RE#s 074276 0000, 074277 0000, 074278 0000, 074279 0000, 074280 0000, 074282 0000, 074283 0000, 074284 0000, 074285 0000



EXHIBIT B

Improvements

1. Building with a minimum of 21 floors to be occupied for mixed residential and retail uses.
2. Residential Units: 535 residential units proposed with mix comprised of:
 - a) No fewer than 68 Studio units
 - b) No fewer than 193 1-BR units
 - c) No fewer than 59 2-BR units
 - d) No fewer than 126 short term rental units including full kitchens and appliances and flexible leasing schedules that afford access to all building amenities
 - d) 508 total unit count minimum.
 - e) Gross square footage proposed of 439,525 sf, and leasable square footage of 352,660 sf, may each adjust downward in final design by not more than 10% to remain within compliance.
 - f) Amenities include a club room, fitness center, co-working spaces, outdoor pool, and deck that may be restricted for the exclusive use of the residents and renters of the short term rental units.
3. All levels are concrete construction, contributing to flood resiliency. Trees and building canopies in the public realm provide for a shade coverage of 50%, exceeding the requirement of 40%, to promote heat resiliency.
4. Retail Space:
 - a) Approximately 30,000 sf of Leasable Retail Space, may adjust downward in final design by not more than 10% (to a minimum of at least 27,000 sq. ft.) to remain within compliance.
 - b) Retail Frontages at the ground level proposed totaling 750 feet, which may be reduced by not more than 10% to remain in compliance, which must include a minimum of 1 (one) restaurant tenant that provides outdoor dining options throughout the compliance period to maintain eligibility for REV Grant payments.
5. N8 Streetscape Improvements
6. N8 Public Streetscape Improvements

EXHIBIT C
Construction Costs

Development Costs	\$ 242,046,600
Land Costs	\$ 1,585,200
TI's & LLW	\$ 11,131,500
Other Hard Costs	\$ 7,599,200
Surveys, testing, appraisals & inspections	\$ 832,500
Permits, licenses, bonds & fees	\$ 1,387,500
Insurance and title	\$ 3,755,800
Property taxes during development	\$ 118,500
Utilities during development	\$ 555,000
Legal and accounting	\$ 444,000
Marketing costs	\$ 971,200
Leasing Commissions	\$ 1,386,900
Property management startup costs	\$ 555,000
Construction management fee	\$ 1,110,000
Ownership Expenses	\$ 111,000
Master Plan A&E	\$ 446,200
Development Fee	\$ 9,248,500
Soft cost contingency	\$ 1,446,400
Minus: Years costs already included in budget	\$ 2,946,200
Construction Costs	\$ 196,416,000

EXHIBIT D

Minimum Requirements

1. Building with a minimum of 21 floors to be occupied for mixed residential and retail uses.
2. Residential Units: 535 residential units proposed with mix comprised of:
 - a) No fewer than 68 Studio units
 - b) No fewer than 193 1-BR units
 - c) No fewer than 59 2-BR units
 - d) No fewer than 126 short term rental units including full kitchens and appliances and flexible leasing schedules that afford access to all building amenities
 - d) 508 total unit count minimum.
 - e) Gross square footage proposed of 439,525 sf, and leasable square footage of 352,660 sf, may each adjust downward in final design by not more than 10% to remain within compliance.
 - f) Amenities include a club room, fitness center, co-working spaces, outdoor pool and deck that may be restricted for the exclusive use of the residents and renters of the short term rental units.
3. All levels are concrete construction, contributing to flood resiliency. Trees and building canopies in the public realm provide for a shade coverage of 50%, exceeding the requirement of 40%, to promote heat resiliency.
4. Retail Space:
 - a) Approximately 30,000 sf of Leasable Retail Space, may adjust downward in final design by not more than 10% (to a minimum of at least 27,000 sq. ft.) to remain within compliance.
 - b) Retail Frontages at the ground level proposed totaling 750 feet, which may be reduced by not more than 10% to remain in compliance, which must include a minimum of 1 (one) restaurant tenant that provides outdoor dining options throughout the compliance period to maintain eligibility for REV Grant payments.
5. Substantial Completion of the Horizontal Streetscape Improvements and Pearl Square Improvements and demonstration of minimum required Construction Costs thereof of \$3,905,000.00 in the aggregate.
6. Additional Requirements.
 - i. Demonstration of and adherence to neighborhood branding guidelines, typical streetscape layout, material styling and landscape and color palette,

wayfinding signage and art installations consistent with North Core branding guidelines and as approved by DDRB staff.

- iii. Installation of enhanced lighting beyond minimum requirements above the residential lobby entrance and security cameras on the exterior of the building and sidewalk bulb-outs along Ashley Street and a table-topped intersection at Ashley Street intended to enhance pedestrian safety crossing Ashley and Pearl Street.
- iv. In addition to the required City-standard bike racks, Developer will install at least one additional bike rack to promote cyclability.
- v. Adherence to all commitments as submitted in the Pearl Street Tiers Narrative dated October 27, 2023.

Exhibit E

Reserved

EXHIBIT F

Minimum Required Capital Investment

Development Costs	\$ 242,047,000
TI's & LLW	\$ 11,131,000
Marketing costs	\$ 971,000
Leasing Commissions	\$ 1,387,000
Property management startup costs	\$ 555,000
Ownership Expenses	\$ 111,000
Development Fee	\$ 9,249,000
Minus: Years costs already included in budget	\$ 2,946,000
MINIMUM PRIVATE CAPITAL	\$ 215,697,000

1. The DIA staff may approve a reduction in the Minimum Required Capital Investment of up to ten percent (10%) with an accompanying pro rata reduction in the maximum amount of the REV Grant.

2. The DIA Board may approve a reduction in the Minimum Required Capital Investment greater than ten percent (10%) but no more than fifteen percent (15%) with an accompanying pro rata reduction in the maximum amount of the REV Grant, which reduction may be made at any time up to final Completion of the Improvements.

EXHIBIT G

Retail Space

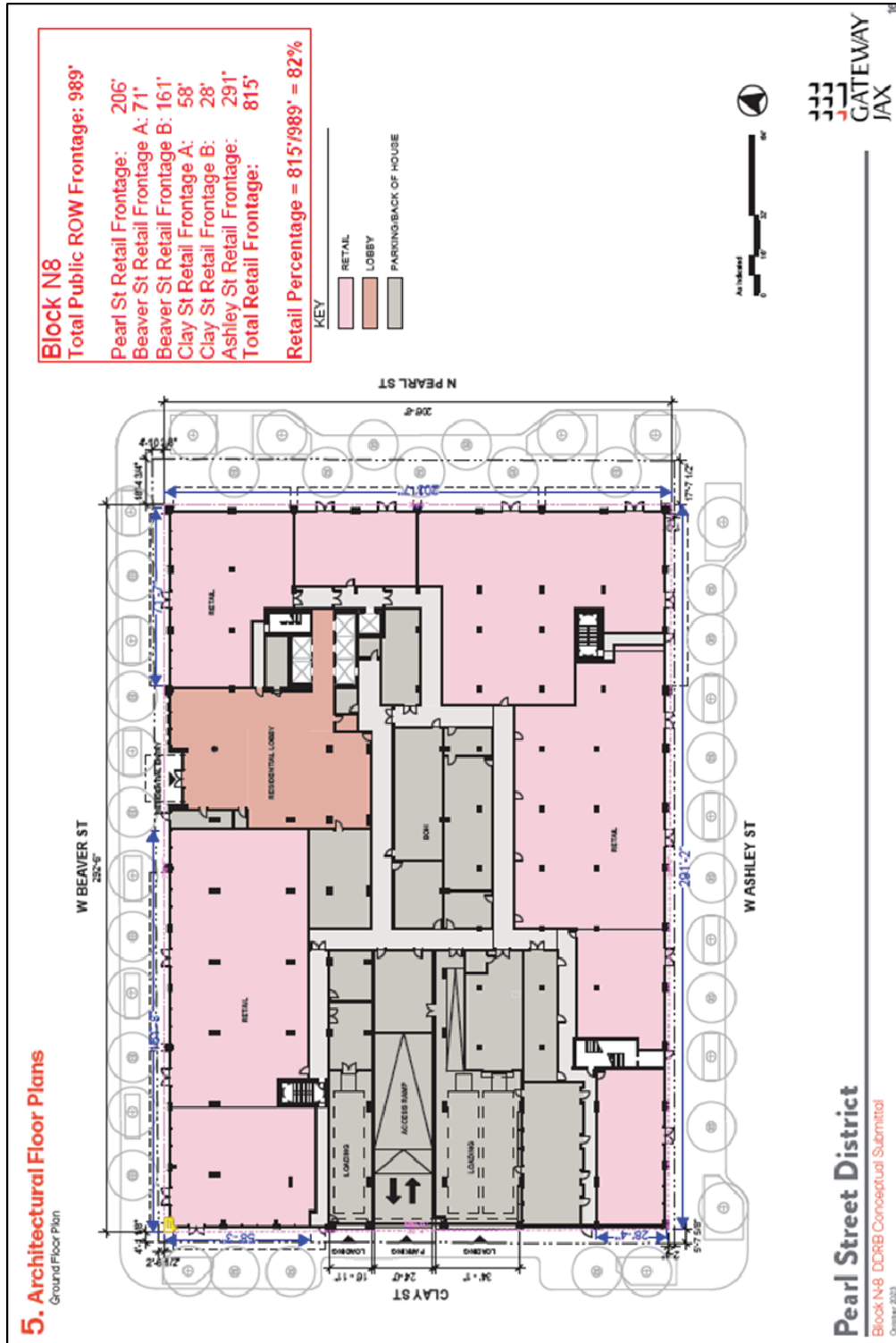


EXHIBIT H

Minimum Required LOST Revenues

Should the following cumulative amounts from each table fail to be achieved in any given year, the shortfall will be deducted from the REV Grant payable in such year.

LOST – Retail

LOST from F&B, Retail, and Comm'l Leases					
If only 60% Lease Up Target is Met			If 100% Lease Up Target is Met		
	Annual	Cumulative		Annual	Cumulative
YR	\$ 76,552	\$ 76,552	▶	\$ 127,587	\$ 127,587
1	\$ 78,083	\$ 154,636	▶	\$ 130,139	\$ 257,726
2	\$ 79,645	\$ 234,281	▶	\$ 132,742	\$ 390,468
3	\$ 81,238	\$ 315,519	▶	\$ 135,397	\$ 525,865
4	\$ 82,863	\$ 398,381	▶	\$ 138,105	\$ 663,969
5	\$ 84,520	\$ 482,901	▶	\$ 140,867	\$ 804,836
6	\$ 86,210	\$ 569,112	▶	\$ 143,684	\$ 948,520
7	\$ 87,935	\$ 657,046	▶	\$ 146,558	\$ 1,095,077
8	\$ 89,693	\$ 746,740	▶	\$ 149,489	\$ 1,244,566
9	\$ 91,487	\$ 838,227	▶	\$ 152,479	\$ 1,397,045
10	\$ 838,227			\$ 1,397,045	
<p>1 - The applicable table is determined by which tier of Completion Grant is paid out. If only the first installment of Completion Grant is paid out, this table does not apply. The 60% and 100% columns apply only if the second and third installments of the Completion Grant are paid out, respectively.</p> <p>2 - Year 1 as shown in the table shall begin with the third full calendar year following substantial completion.</p>					

LOST – STR

YR	Short Term Rental LOST, TDT, and Disc. Hosp Tax	
	Annual	Cumulative
1	\$ 463,502	\$ 463,502
2	\$ 472,772	\$ 936,275
3	\$ 482,228	\$ 1,418,502
4	\$ 491,872	\$ 1,910,375
5	\$ 501,710	\$ 2,412,084
6	\$ 511,744	\$ 2,923,828
7	\$ 521,979	\$ 3,445,807
8	\$ 532,418	\$ 3,978,225
9	\$ 543,067	\$ 4,521,292
10	\$ 553,928	\$ 5,075,220
11	\$ 565,007	\$ 5,640,227
12	\$ 576,307	\$ 6,216,534
13	\$ 587,833	\$ 6,804,367
14	\$ 599,590	\$ 7,403,956
15	\$ 611,581	\$ 8,015,538
16	\$ 623,813	\$ 8,639,351
17	\$ 636,289	\$ 9,275,640
18	\$ 649,015	\$ 9,924,655
19	\$ 661,995	\$ 10,586,650
20	\$ 675,235	\$ 11,261,886
Total	\$ 11,261,886	

EXHIBIT I

Tiers Requirements

N8 Tiers Requirements

Gateway N8 – Tiers Commitments and Timing

Redevelopment Goal No. 2 – Increase rental and owner-occupied housing Downtown targeting diverse populations identified as seeking a more urban lifestyle.

2a. Actively pursue a minimum of 8,140 built and occupied multi-family dwelling units by 2030; and strive to induce construction of 425 multi-family dwelling units per year, on average [T/E].

Development to include a minimum of 508 units of multifamily housing.	Upon Substantial Completion
---	-----------------------------

2b. Improve the breadth and diversity of housing options across Downtown to provide all types, and varied price ranges, of rental and owner-occupied opportunities, including mixed-income and mixed-use structures [T/E].

<ul style="list-style-type: none"> • Development to include a minimum of 68 - Studio units, 193 - 1 BR units, 59 - 2 BR units, and not less than 126 short-term rental units. • Mixed-use property to include 30,000 sf of leasable space (downward adjuster of 10% permissible). 	Upon Substantial Completion
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2c. Maximize utilization of existing parking structures and minimize construction of new parking structures exclusively for the use of single building tenants by employing tools such as shared-use parking, proximity to shared transportation, and similar programs [T/E].

The Pearl Street District takes advantage of the existing underutilized “lighthouse garage” at N5 to satisfy a majority of the parking demand generated by the project. In addition to providing space for commercial needs, parking is programmed at approximately .67 space per unit for the N8 property. Employee and visitor spaces for each building are also parked in the garage. The N5 garage is intended to be operated for shared use with few reserved spaces.	Upon Substantial Completion
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2d. Contribute to resilience in design and construction of new residential buildings, and flexibility in response to changing residential demand for unit sizes, home workspaces, amenities, and future conversion of parking [T/E].

The entire building is concrete construction, contributing to flood and	Upon Substantial
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wind resiliency, and also allowing for any floor of the building to be adaptively re-used in the future. Trees and building canopies in the public realm provide for a shade coverage for a minimum 50%, exceeding the requirement of 40%, to promote heat resiliency. Amenity areas include co-working spaces and meeting rooms, allowing the building to adapt to changing work trends. Short-term rentals are incorporated in response to changing demand for flexible living arrangements post-COVID and the popularity of remote work.	Completion
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Redevelopment Goal No. 4 – Increase the vibrancy of Downtown for residents and visitors through arts, culture, history, sports, theater, events, parks, and attractions.

4a. Create and promote a consistent brand for Downtown that conveys a sense of excitement and within the boundary of Downtown fosters distinct neighborhood identities that evoke a unique sense of place [T/E to the extent Developer incorporates adopted neighborhood brand in building features or streetscape].

Development to demonstrate and adhere to neighborhood branding guidelines, typical streetscape layout, material styling and landscape and color palette, wayfinding signage and art installations as approved by the Downtown Development Review Board (DDRB) in its December 14, 2023, Board Meeting.	Upon Substantial Completion
--	-----------------------------

4b. Support the installation of public art and aesthetic and sensory enhancements, as well as wayfinding and technology throughout Downtown [T/E].

<ul style="list-style-type: none"> • Developer to coordinate with the City and DIA to provide wayfinding signage within the public realm of N8 to help visitors navigate between surrounding public areas such as the Riverfront Plaza, JWJ Park and Skyway, Rosa Parks Station, LaVilla Heritage Trail, and City Hall and the public access components of the project including the Porter House parks, Pearl Square, and all associated retail. • Developer to create art installation in Pearl Square. • Designs to be approved by DIA or other City departments as may be required by the DIA, prior to installation. 	Upon Substantial Completion
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4c. Support the expansion, renovation, and improvement of existing, and creation of new, diverse civic attractions, cultural venues, theaters, and parks that provide a mix of activities and attract a broad range of demographics [T/E].

N11 will contribute the lush green public spaces at the Porter House parks, which will support both casual use and smaller programming such as outdoor fitness and recreation. These projects will also	Upon Substantial Completion
---	-----------------------------

commit to funding annual maintenance and programming for all public spaces within the district.	
---	--

4d. Increase awareness of Downtown’s history and its historic structures. Provide resources that engage and educate the public on the historical and cultural stories of Jacksonville and its people [T/E].

The Pearl Street District provides an activated link between the City Center and LaVilla Heritage Trail. The new construction at N8 will thoughtfully honor the Ebenezer Baptist Church that once stood on the site through its design and will be complemented by an informational display at the ground level.	Upon Substantial Completion
--	-----------------------------

4e. Increase the occupancy rate and ADR of Downtown hotels and broaden the diversity of hospitality offerings for leisure travelers, groups, and business travelers [T/E for boutique hotels that add to diversity of offerings].

The minimum 126 short-term rental units within N8 broaden the diversity of hospitality offerings with fully furnished units including full kitchens and appliances and flexible leasing schedules that afford access to all building amenities.	Upon Substantial Completion
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Redevelopment Goal No. 5 – Improve the safety, accessibility and wellness of Downtown Jacksonville and cleanliness and maintenance of public spaces for residents, workers, and visitors.

5a. Expand the installation of public infrastructure that enhances safety such as countdown timer, pedestrian signals, enhanced lighting, security cameras, etc. [T/E if Developer installed or funded].

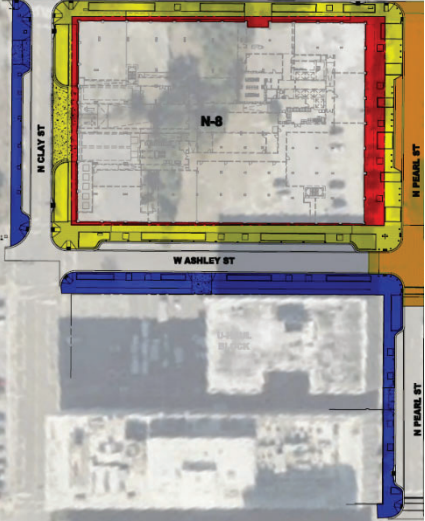
<ul style="list-style-type: none"> • Enhanced lighting above the residential lobby entrance and security cameras on the exterior of the building will increase safety. Bulb-outs around parking on Ashley Street and a table-topped intersection at Ashley Street will increase pedestrian safety crossing Ashley and Pearl Streets. • Only work performed that exceeds minimum Downtown Overlay Zone requirements is eligible for this consideration. 	Upon Substantial Completion
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5b. Support and enforce proper cleaning, maintenance, and repair of public spaces [T/E to the extent developer assumes responsibility for maintenance of public spaces].

<ul style="list-style-type: none"> • Developer to improve the public realm fronting third-party property to bring it into compliance with Downtown Overlay Zone guidelines along Pearl Street across from N8. • Developer to provide annual programming and maintenance for 	Upon Substantial Completion
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Porter House Parks following capital improvements and ongoing maintenance and programming costs.	
--	--

5c. Promote safe and equitable access to all Downtown facilities by improving access to buildings and other properties, amenities, transit, events, and attractions; by eliminating obstacles; and by designing for all ages and abilities [T/E to the extent streetscape or building entry modifications that enhance accessibility beyond code requirements are made by Developer].

	<p>The Pearl Street District to create fully accessible public realm areas in excess of the 12-foot minimum code requirements.</p> <p>Corridors adjacent to N8 depicted in yellow and red include a 16-foot public realm area public realm.</p>	<p>Upon Substantial Completion</p>
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5d. Promote wellness by facilitating healthy choices for food, outdoor venues for dining and gathering, and encouraging WELL certified buildings [T/E].

<p>One of the key elements to the 18 hour a day neighborhood is the establishment of urban infrastructure that promotes outdoor spaces. This essential component has been addressed through expansive seating areas associated for outdoor dining. A variety of park spaces, including the flex event lawn and a statement water feature, provide space for intimate gatherings and larger programmed events.</p>	<p>Upon Substantial Completion</p>
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Redevelopment Goal No. 6 – Improve the walkability/bike-ability of Downtown and pedestrian and bicycle connectivity between Downtown and adjacent neighborhoods of the St. Johns River.

6a. Develop interconnected, attractive, and safe pedestrian and bikeable links between the Northbank and Southbank, among neighborhoods, activities, cultural and recreation assets, greenways, and open spaces, most specifically the Emerald Trail. Encourage development of the Hogan’s Creek and McCoy’s Creek Greenways and similar projects that provide multimodal recreational trails [T/E].

<ul style="list-style-type: none"> • N11 contributes towards a retail activated corridor with expanded public realms and open public spaces that provide a critical link connecting the Urban Core of Downtown and the Hogan Street Connector segment of the Emerald Trail to one of the designated Gateway Entry Sites for the Lavilla Heritage Trail. • Bike use for residents is promoted through the inclusion of convenient storage access within the building. 	<p>Upon Substantial Completion</p>
--	------------------------------------

6b. Restore two-way streets where possible [T/E].

<p>Developer to work with the City on the Pearl Street two-way project to incorporate a variety of measures that enhances traffic calming and promote pedestrian safety.</p>	<p>Upon Substantial Completion</p>
--	------------------------------------

6c. Optimize the design of Downtown streets for pedestrians; require sidewalks of sufficient width to ensure an adequate pedestrian clear zone; reduce travel lane width to reduce vehicle speed. Increase shade on sidewalks and in public spaces in accordance with design standards and plant shade trees wherever feasible [T/E to the extent Developer provides private property for widened sidewalk, provides shade trees in excess of those required by code].

<p>The public realm improvements for the N8 Building exceed the minimum code requirements in multiple ways focused on optimizing the pedestrian experience including public realm spaces that provide anywhere from an additional two to four feet of space on the typical street and up to ten and seventeen feet in the sprawling public realms created in Pearl Square. The development team has taken on the responsibility to enhance the public realms on the western side of Clay Street fronting the historic Stanton School as well as the southern side of Ashley Street and western side of Pearl Street surrounding the U-Haul building.</p>	<p>Upon Substantial Completion</p>
--	------------------------------------

6d. Support the creation of wide, visible, dedicated bike lanes or cycle tracks on designated streets; Install interesting and safe bicycle racks in appropriate locations throughout Downtown [T/E].

<p>Developer will install at least one additional bike rack on Block N8 above the minimum Downtown Overlay Zone requirement as well as at least one artistic bike rack that allows for the minimum two points of connection per the Association of Bicycle and Pedestrian Professionals' guidelines in a location that supports Pearl Square or the Porter House parks.</p>	<p>Upon Substantial Completion</p>
---	------------------------------------

6e. Create a compact and walkable Downtown through requiring a mixture of uses in each district so that housing, activities, retail, and other businesses are within useful walking distance, requiring buildings to have active facades at street level through a mixture of

restaurants (including cafes with outdoor seating), retail, and services, and by requiring direct doorways and access to the street. Minimize blank walls and surface parking [T/E].

N8 is expected to provide 535 units (including fully furnished short-term rentals) and 30,000 square feet of ground floor retail and 30,000 square feet of second-floor retail (before any allowable downward adjustments), street or park facing linear retail frontage and shade that exceed Downtown Overlay minimums.	Upon Substantial Completion
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**EXHIBIT J
Disbursement Request Form**

**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 J cont.

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

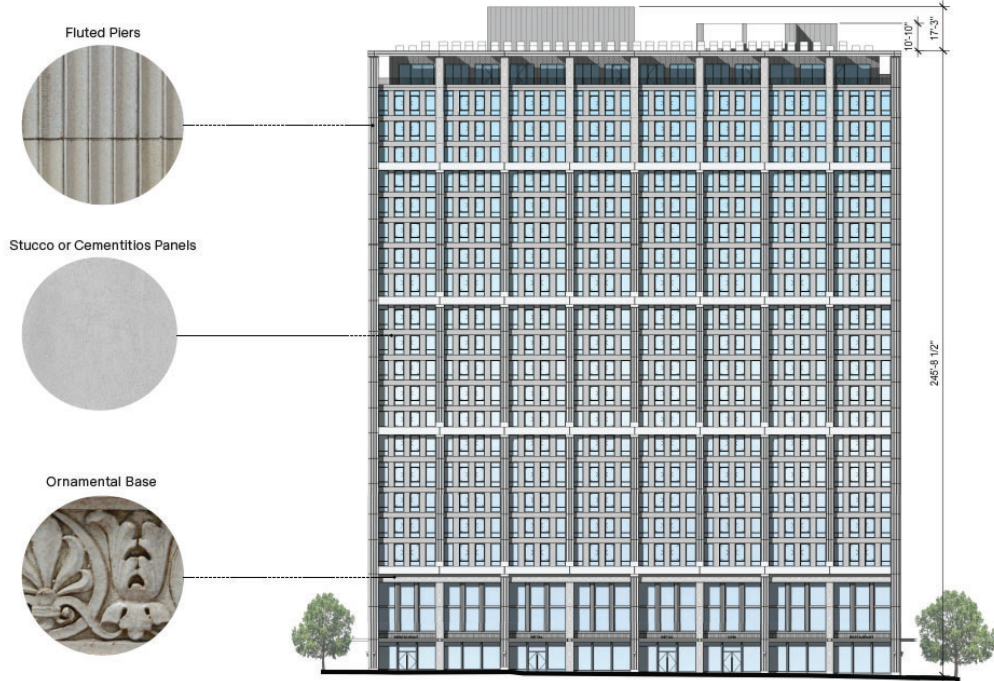
City Engineer

EXHIBIT K

Conceptual Renderings

4. Architectural Elevations

Pearl Street Elevation



Pearl Street District

Block N-8 DDRB Final Submittal

4. Architectural Elevations

Pearl Street Commercial Base Detail



- The Building Uses a Coherent, yet Varied, Palette of Materials and Textures to Express Internal Uses, Break Down Scale, Recall Historical Motifs and Recognize a Prior Historic Church
- Public Facing Street Walls Provide Human Scaled Detail and Variation in Planes, Horizontal and Vertical Articulation, Glazing Materials and Finishes.
- Articulation Includes Building Entrances, Display Windows, Horizontal Banding, Decorative Panelling, Windows & Awnings.
- Ground Floor Facades Provide More Than 50 Percent Facade Transparency Between 2 Feet and 10 Feet.
- The Primary Residential Entrance is Well Defined as a Taller Vertical Opening, that is Differentiated from the rest of the building.
- An Entrance is Provided for Each Retail or Restaurant Establishment that Exceeds 50 Feet of Frontage, and at least One for Every Establishment that Exceeds 150 Feet of Frontage.
- Only Habitable or Occupiable Spaces are Located on Facade Frontage.

4. Architectural Elevations



4. Architectural Elevations



EXHIBIT L

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 M

Annual Survey

EXHIBIT N

N8 Streetscape Easement

Prepared by and return to:

John Sawyer, Esq
Office of General Counsel
City of Jacksonville
117 West Duval St. 32202

PUBLIC ACCESS EASEMENT

This Public Access Easement (this “Easement”) is made as of _____, 2024 by **606 PEARL STREET LLC**, a Florida limited liability company (“Owner”), whose post office address is c/o Gateway Jax, LLC, 100 Laura Street, Suite 700, Jacksonville, Florida 32202, and the **CITY OF JACKSONVILLE**, a consolidated municipal and county political subdivision of the State of Florida (the “City”), whose post office address is 117 West Duval Street, Suite 400, Jacksonville, Florida 32202.

A. The Owner and City are parties to a Redevelopment Agreement dated _____ for the construction and development of a mixed-use multi-story building on that certain parcel of land described on Exhibit A attached hereto (the “Owner’s Parcel”) and in connection therewith Owner will receive certain economic development incentives (the “RDA”).

B. The Owner’s Parcel is contiguous with portions of the public rights of way along W. Beaver Street, N. Pearl Street, W. Ashley Street, and N. Clay Street, including approximately 7,640 feet and as legally described and generally depicted on Exhibit B attached hereto (the “Owner’s Easement Area”).

C. City is the fee simple owner of certain real property that is immediately adjacent to Owner’s Easement Area, approximately 23,000 square feet and as legally described and generally depicted on Exhibit C attached hereto (“City Right of Way”);

D. City is the fee simple owner of a right of way described on Exhibit D-1 attached hereto which along the full southern edge of W. Ashley Street between N. Clay Street and N. Pearl Street fronting the U-Haul Moving and Storage building and comprising approximately 6,790 square feet and as legally described and generally depicted on Exhibit D-1 attached hereto (the “Ashley Street Right of Way”)

E. City is the fee simple owner of a right of way described on Exhibit D-2 attached hereto which is along the full western edge of N. Clay Street between W. Beaver Street and W. Ashley Street fronting the Stanton School and comprising approximately 3,150 square feet as

legally described and generally depicted on Exhibit D-2 attached hereto (the “Clay Street Right of Way”);

F. City is the fee simple owner of a right of way described on Exhibit D-3 attached hereto which is along the full western edge of N. Pearl Street between W. Ashley Street and W. Church Street fronting the U-Haul Moving & Storage building and comprising approximately 3,550 square feet as legally described and generally depicted on Exhibit D-3 attached hereto (the “Pearl Street Right of Way”);

G. As a condition for receiving certain economic development incentives, the RDA requires Owner to construct certain improvements within the Owner’s Easement Area, the City Right of Way, the Ashley Street Right of Way, the Clay Street Right of Way, and the Pearl Street Right of Way (collectively, the “Horizontal Streetscape Improvements”). The Horizontal Streetscape Improvements are more specifically defined in section 2.11 of the RDA and in Exhibit E attached hereto.

H. The Horizontal Streetscape Improvements are for the use and enjoyment of the public, and City and Owner have agreed it is in their mutual best interests that the Horizontal Streetscape Improvements should be maintained by City so that the aesthetic integrity of the areas on and around the Owner’s Parcel can be maintained.

I. The City and the Owner have entered into this Easement for the purpose of allocating certain obligations and costs and evidencing their agreement to cooperate in the maintenance of the Horizontal Streetscape Improvements.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Owner hereby grants, dedicates and conveys to the City, for the use and benefit of the City, its successors and assigns, and the general public, a non-exclusive, unobstructed easement on, over, through and across the Owner’s Easement Area, for the purpose of pedestrian ingress, egress, passage, use, and access on, over, through and across the sidewalk immediately adjacent to the building located within the Owner’s Easement Area, and pedestrian, bicycle and other non-motorized vehicle ingress, egress, passage, use, and access on, over, through and across the Easement Area. Additionally, Owner hereby grants, dedicates and conveys to the City, for the use and benefit of the City, its successors and assigns, a non-exclusive, unobstructed easement on, over, through and across the Owner’s Easement Area and for the purpose of City’s maintenance, repair and replacement of the Horizontal Streetscape Improvements located within Owner’s Easement Area.

2. Grant of License. City hereby grants Owner a license on, over, through and across the City Right of Way the Ashley Street Right of Way, the Clay Street Right of Way, and the Pearl Street Right of Way to install and construct the Horizontal Streetscape Improvements within the City Right of Way the Ashley Street Right of Way, the Clay Street Right of Way, and

the Pearl Street Right of Way in accordance with the terms and conditions of the RDA, and at the election of the Owner at its sole cost and expense, to subsequently maintain, repair and replace such Horizontal Streetscape Improvements in coordination with the City's Department of Public Works.

3. Reservation of Rights. The easement rights granted in this Easement are non-exclusive in nature. To the extent that it does not unreasonably interfere with the purposes of this Easement or diminish the rights of the City, its successors and assigns, and the general public hereunder, Owner, for itself and its successors and assigns, hereby reserves the right to: (a) use the Owner's Easement Area for any lawful purpose, (b) grant additional easements and licenses to others over, across, and under the Owner's Easement Area, (c) construct and install improvements within the Owner's Easement Area as depicted on Exhibit B, including, but not limited to, driveways, roadways, entrances, sidewalks, landscaping, and other horizontal or vertical improvements.

4. Term. This Easement will expire on the later to occur of: (i) forty (40) years after Substantial Completion of the Improvements; or (ii) expiration of the useful life of the Improvements.

5. Maintenance. City will have the continuing obligation to maintain, repair and replace as necessary all portions of the Horizontal Streetscape Improvements located within the Owner's Easement Area, the City Right of Way, the Ashley Street Right of Way, the Clay Street Right of Way, and the Pearl Street Right of Way including without limitation all lighting, hardscaping, benches, pavement and landscaping located within the Owner's Easement Area, the City Right of Way, the Ashley Street Right of Way, the Clay Street Right of Way, and the Pearl Street Right of Way at City's sole expense to keep the same in good order, condition and repair consistent with City's standard maintenance practices for public rights of way. Owner may perform additional maintenance on the City Easement Area, the Ashley Street Right of Way, the Clay Street Right of Way, and the Pearl Street Right of Way with prior written notice to City and at Owner's sole cost and expense, and subject to the insurance requirements as set forth on Exhibit F attached hereto.

6. Right to Encumber. Owner may encumber the Owner's Easement Area with a mortgage and related security documents; provided, however, any such mortgage and related security documents shall be subordinate to the easements granted in this Easement.

7. Ownership of Horizontal Streetscape Improvements. Notwithstanding anything to the contrary in this Agreement, all Horizontal Streetscape Improvements located within the City Right of Way, the Ashley Street Right of Way, the Clay Street Right of Way, and the Pearl Street Right of Way are for the use and enjoyment of the public and shall remain the property of City. Notwithstanding anything to the contrary in this Agreement, all Horizontal Streetscape Improvements located within the Owner's Easement Area are for the use and enjoyment of the public and shall remain the property of Owner. Upon termination of this Easement, City will own all Horizontal Streetscape Improvements located within the City Easement Area, the Ashley Street Right of Way, the Clay Street Right of Way, and the Pearl Street Right of Way.

8. Release and Indemnification. Owner shall forever release, discharge, and indemnify City and save it harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage or any other damage, loss, cost, action, claim, suit, injury, liability, judgment and expense of whatever kind or nature (including without limitation reasonable attorneys' fees and costs, expert witness fees and court costs at all trial, administrative and appellate levels) arising from or out of any occurrence in, upon, at or from the Owner's Easement Area, Horizontal Streetscape Improvements within the Owner's Easement Area, or any part thereof, occasioned wholly or in part by any act or omission of Owner, its agents, contractors, employees, servants, licensees or concessionaires, including the failure of Owner to properly install the Horizontal Streetscape Improvements within the Owner's Easement Area; provided, however, the foregoing shall not apply to the extent any suits, actions, damages, liability and expense are caused by the gross negligence or intentional misconduct on the part of City; provided that this provision does not alter, amend or expend the parameters of Section 768.28, Florida Statutes. In the event that Owner assigns this Easement in connection with the conveyance of Owner's adjacent property to a new owner (the "New Owner"), then Owner's indemnification of the City as described herein shall relate to the period of time prior to such assignment and New Owner shall indemnify the City as required by this Section for the period of time following such assignment.

9. Insurance. See Exhibit F attached hereto and incorporated herein by this reference for the insurance requirements of Developer with regard to both the construction of the Project and the performance of enhanced maintenance by Developer.

10. Notices. All notices required or permitted under this Easement shall be given in writing at the following addresses and in the following manner. The addresses of Owner and the City are as follows:

Owner:
606 Pearl St LLC
c/o Gateway Jax, LLC
100 Laura Street, Suite 700
Jacksonville, Florida 32202
Attn: Eric Shullman

City:
City of Jacksonville
117 West Duval Street
Jacksonville, Florida 32202
Attention:

With a required copy which shall not constitute notice to:

City of Jacksonville
Office of General Counsel

117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Government Operations

Any notice, request, or other communication required or permitted to be given under this Easement shall be in writing, addressed to each party at the address set forth above or such other address as provided by written notice by one party to the other, and shall be delivered by (i) hand delivery, (ii) commercial courier service (such as Federal Express), or (iii) United States registered or certified mail, return receipt requested, postage prepaid. Any such notice shall be considered delivered on the date of hand delivery, the date of delivery by commercial courier service, or the date that is three (3) days after deposit in the United States mail.

11. Running With Land. All provisions of this Easement, including the benefits and burdens, shall run with the title to the Owner's Parcel and are binding upon and inure to the benefit of the respective heirs, successors, and assigns of Owner and the City. The obligations and covenants of Owner hereunder (i) constitute covenants running with title to the Owner's Parcel, (ii) touch and concern the Owner's Parcel, and benefit the City Rights of Way, the Ashley Street Right of Way, the Clay Street Right of Way, and the Pearl Street Right of Way, and (iii) bind all future owners of the Owner's Parcel as if such future owners were parties to this Easement in the place of Owner.

12. Representations and Warranties. Owner hereby represents and warrants that (i) Owner is the sole owner of the Owner's Parcel, (ii) it has the power and authority to grant the rights herein given, (iii) no consent to or approval of this Easement is required from any lender or other third party, and (iv) there are no mortgages encumbering any of the Owner's Parcel, except for those mortgages held by the mortgagees who have executed the consent and joinder of mortgagee attached hereto, if any.

13. Recitals; Exhibits. The recitals set forth in this Easement are true and correct. The recitals and all exhibits, schedules, and addenda attached hereto are incorporated herein by reference.

14. Controlling Law and Venue. This Easement shall be construed, interpreted, and controlled according to the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. The parties agree that venue with respect to any state or federal litigation in connection with this Easement shall lie exclusively in Duval County, Florida.

15. Severability. The invalidity or unenforceability of any one or more provisions of this Easement shall not affect the validity or enforceability of the remaining portions of this Easement, or any part of this Easement not held to be invalid or unenforceable.

16. Estoppel. Either Owner or the City shall from time to time, within twenty (20) days after request by the other party (the "Requesting Party"), give an estoppel certificate to any purchaser, lender, entity, or person specified by the Requesting Party stating whether this

Easement is still in effect as of the date of the estoppel certificate, stating whether the requesting party is in default under this Easement as of the date of the estoppel certificate, and containing such other matters as may be reasonably requested by Requesting Party.

17. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement.

18. Modification. This Easement may not be amended, modified, altered, or changed in any respect whatsoever, except by an amendment in writing duly executed by the parties hereto and recorded in the Public Records of Duval County, Florida.

[remainder of page intentionally blank; signature pages follow]

IN WITNESS WHEREOF, the undersigned set their hands and seals as of the date first above written.

Signed, sealed, and delivered
in the presence of:

OWNER:

606 PEARL ST LLC, a Florida limited liability
company

Print Name: _____

Address: _____

By: _____

Name:

Print Name: _____

Title:

Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by 606 PEARL ST LLC, a Florida limited liability company, on behalf of the company. Such person is personally known to me or has produced _____ as identification.

Signature of Notary Public

Print Name: _____

Notary Public, State and County aforesaid

Commission No.: _____

My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

Name Printed: _____

Address: _____

Name Printed: _____

Address: _____

CITY:

CITY OF JACKSONVILLE, FLORIDA, a
municipal corporation and political subdivision of
the State of Florida

By: _____

Donna Deegan as Mayor

Attest:

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 _____, 2024, by _____,
for and on behalf of Mayor Donna Deegan, as aforesaid, and James R. McCain, Jr., as
Corporation Secretary, on behalf of the City of Jacksonville, a Florida municipal corporation,
who are personally known to me.

Notary Public, State of Florida

Print Name: _____

Commission No. _____

My Commission Expires: _____

Form Approved (as to City):

Office of General Counsel

GC-#1633221-v5-Gateway_N4_Public_Access_and_Maintenance_Easement.docx

[end of signature pages]

Exhibits

- Exhibit A Owner's Parcel Legal Description
- Exhibit B Owner's Easement Area Legal Description & General Depiction (depicted in RED on the map)
- Exhibit C City Right of Way Legal Description & General Depiction (depicted in YELLOW on the map)
- Exhibit D-1 Ashley Street Right of Way Legal Description & General Depiction (depicted in BLUE on the map)
- Exhibit D-2 Clay Street Right of Way Legal Description & General Depiction (depicted in BLUE on the map)
- Exhibit D-3 Pearl Street Right of Way Legal Description & General Depiction (depicted in BLUE on the map)
- Exhibit E Horizontal Streetscape Improvements – (definition of Improvements for each area)

EXHIBIT A

Legal Description of the Owner's Parcel

[To be inserted after confirmation by survey]

EXHIBIT B

Legal Description & General Depiction of Owner's Easement Area (RED)

[To be inserted after confirmation by survey]

EXHIBIT C

Legal Description & General Depiction of City Right of Way (YELLOW)

[To be inserted after confirmation by survey]

EXHIBIT D-1

Legal Description & General Depiction of Ashley Street Right of Way (BLUE)

[To be inserted after confirmation by survey]

EXHIBIT D-2

Legal Description & General Depiction of Clay Street Right of Way (BLUE)

[To be inserted after confirmation by survey]

EXHIBIT D-3

Legal Description & General Depiction of Pearl Street Right of Way (BLUE)

[To be inserted after confirmation by survey]

EXHIBIT E

List of Horizontal Streetscape Improvements to be installed by Owner

Public realm improvements shall be as reflected in the Pearl Street District Block Multi-Phase Site plan Final Submittal approved by DDRB in the final approval letter dated October 17, 2023 which generally consist of the following:

- Hardscape concrete and pavers
- Landscape
- Street lights
- Garbage cans
- Benches
- Bike racks

EXHIBIT F

Insurance Requirements of Developer

Without modifying the parties' common law rights and obligations to each other and to third parties, Developer agrees to maintain commercial general liability insurance in connection with the Horizontal Streetscape Improvements in the following amounts:

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 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.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	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	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).

In addition, Developer shall name the City and Grantor as additional insureds in the commercial general liability policy. The commercial general liability insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better. The insurance provided by Developer shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or the City's members, officials, officers, employees and agents or by Grantor or its members, officials, officers, employees and agents. Developer shall also maintain such additional insurance in connection with the Horizontal Streetscape Improvements with such coverage amounts as are commercially reasonable based upon the intended use of the Horizontal Streetscape Improvements. Developer agrees, and will require its contractors, to indemnify, defend and hold harmless the City and Grantor and their respective agents, representatives, officers, officials, employees and assigns, from and against all and any loss, cost, damage, action, claim, suit, injury, liability, judgment and expense of whatever kind or nature (including without limitation reasonable attorneys' fees and costs, expert witness fees and court costs at all trial, administrative and appellate levels) (collectively, "Losses") incurred in connection with or arising out of (i) any contractors or assigns, related to this Agreement or the maintenance and operation of the Horizontal Streetscape Improvements, (ii) any breach of the terms or conditions of this Easement, and/or (iii) any injury (whether mental or corporeal), including death, to persons or damage to property or the Horizontal Streetscape Improvements in any manner resulting from or arising out of the installation, maintenance, failure to maintain, use, repair, destruction, removal or existence of the Horizontal Streetscape Improvements; provided, however, that the foregoing indemnification shall not be applicable to the extent caused by the sole negligence or willful misconduct of the City or Grantor or their respective agents, representatives, officers, officials, or employees. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Easement or otherwise. This paragraph will survive the expiration or termination of this Easement.

EXHIBIT O to RDA

Non-Foreign Entity Affidavit

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared _____, who being first duly sworn, on oath deposes and says under penalty of perjury that he/she is the _____ of 606 Pearl Street LLC, a Florida limited liability company (“Developer”), who is or may be a recipient of certain economic incentives from CITY OF JACKSONVILLE, a political subdivision and municipal corporation of the State of Florida, and the Downtown Investment Authority, a community redevelopment agency of the City of Jacksonville, including but not limited to a REV Grant and Completion Grant, and hereby attests, affirms and certifies that (i) I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit, (ii) Developer is not owned or controlled by the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a “Foreign Country of Concern”), including any agency of or any other entity of significant control of such Foreign Country of Concern; where “controlled by” means having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise, and a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; and (iii) Developer is not an entity that is a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity. The undersigned does hereby execute this affidavit for the purpose of complying with the provisions of Section 288.0071, Florida Statutes, Economic Incentives to Foreign Countries of Concern Prohibited.

DATED as of _____, 202_.

Print Name: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 202_, by _____ as _____ of _____, a _____ corporation, on behalf of said corporation. Said individual [] is personally known to me or [] has produced _____ as identification.

Name: _____

NOTARY PUBLIC, State of Florida

(SEAL)

Serial Number (if any) _____

My Commission Expires: _____

Redevelopment Agreement

among

The City of Jacksonville,

The Downtown Investment Authority,

and

Jax Porter LLC

REDEVELOPMENT AGREEMENT

This **REDEVELOPMENT AGREEMENT** (this “Agreement”) is made this ___ day of _____, 2024 (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 **JAX PORTER LLC**, a Florida limited liability company (the “Developer”).

Article 1. PRELIMINARY STATEMENTS

1.1 The Project.

Developer owns an approximately 1.02-acre site bounded by W Ashley Street to the north, the Porter Mansion property to the east, W Church Street to the south, and N Pearl Street to the west inclusive of parcel RE#s 073847 0000, 073847 0100, 073851 0010, as more particularly described on **Exhibit A** attached hereto (the “Project Parcel”). The Project Parcel is located within the North Bank Downtown Community Redevelopment Area. The Developer intends to construct a minimum of a 6-story building to include a minimum of 194 residential units, approximately 21,333 square feet of leasable retail space, and certain other improvements and amenities as set forth on **Exhibit B** attached hereto (collectively, the “Improvements”). The Project will have a Minimum Required Capital Investment (as hereinafter defined) in the amount of Fifty-Eight Million Two Hundred Eight Thousand and No/100 Dollars (\$58,208,000.00) by or on behalf of the Developer.

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 Resolutions 2023-11-09 and 2024-04-12 (collectively, the “Resolution”) and the City Council has authorized execution of this Agreement pursuant to City Ordinance 2024-495-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 Minimum Required Capital Investment of \$58,208,000.00.
- (b) The DIA has determined that the Project is consistent with the following North Bank Community Redevelopment Area Plan Redevelopment Goals:
- (i) Redevelopment Goal No. 2. Increase rental and owner-occupied housing Downtown, targeting diverse populations identified as seeking a more urban lifestyle.
 - (ii) Redevelopment Goal No. 4. Increase the vibrancy of Downtown for residents and visitors through arts, culture, history, sports, theater, events, parks, and attractions.
 - (iii) Redevelopment Goal No. 5. Improve the safety, accessibility, and wellness of Downtown Jacksonville and cleanliness and maintenance of public spaces for residents, workers, and visitors.
 - (iv) Redevelopment Goal No. 6. Improve the walkability/bike-ability of Downtown and pedestrian and bicycle connectivity between Downtown and adjacent neighborhoods and the St. Johns River.

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 9.1.

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 to coordinate all project related activities with the designated Project Coordinator, unless otherwise stated herein.

1.6 Maximum Indebtedness.

The maximum indebtedness of the DIA and City for all fees, grants, reimbursable items or other costs pursuant to this Agreement shall not exceed the sum of THIRTEEN MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$13,700,000.00).

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.

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 Base Year.

The base year for purposes of the REV Grant authorized by this Agreement shall be the 2020 tax year. In the event Developer does not Commence Construction of the Horizontal Improvements by August 18, 2025, the Base Year shall revert to the calendar year prior to the actual Commencement of Construction Date.

2.3 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. For avoidance of doubt, Capital Investment shall not include any brokerage fees; any costs attributable to financing, including interest and carry costs; marketing costs; any developer or similar fees to the Developer or its Affiliate; tenant improvement costs; tenant allowances; leasing commissions.

2.4 City Council.

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

2.5 Commence Construction.

The terms "Commence" or "Commenced" or "Commencing" Construction as used herein when referencing the Improvements or any portion thereof means the date when Developer (i) has completed all pre-construction engineering and design; obtained all necessary licenses, permits and governmental approvals to commence construction of the 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 Improvements 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 sufficient to complete the construction of the Improvements; 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) of the Improvements on an ongoing basis without any Impermissible Delays (defined herein).

2.6 Construction Costs.

"Construction Costs" means direct design, engineering, permitting and construction costs incurred by Developer in connection with the Improvements (exclusive of land costs, Porter House Park Improvements, and the North-South Private Drive Improvements, surveys, geotechnical environmental and construction testing, construction inspector's fees, and permitting), but including, without limitation, soft and hard costs associated with the design, engineering, and construction as itemized in the Budget for such Improvements as set forth in **Exhibit C** attached hereto. For the purposes of this paragraph, "softs costs" shall exclude developer fees, construction management fees and other similar fees paid to related parties or affiliates, tenant improvements, marketing costs, leasing commissions, property management start-up costs, development fee, financing costs, interest reserves, operating reserves, soft cost contingency, master plan A&E, and Years' table costs (e.g., the Porter House Park Improvements, and the North-South Private Drive Improvements) as set forth elsewhere in this Agreement. Any other softs costs shall be subject to the review and approval by the DIA, consistent with the terms of this Agreement.

2.7 DDRB.

The Downtown Development Review Board of the City.

2.8 Developer Performance Schedule.

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

2.9 Downtown Investment Authority.

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

2.10 Horizontal Improvements.

Those certain horizontal improvements related to the Improvements on the Project Parcel including land clearing, environmental remediation, construction of building pads, installation and relocation of utilities, curbs, gutters, stormwater management systems.

2.11 Horizontal Streetscape Improvements.

The term “Horizontal Streetscape Improvements” means, collectively, the N11 Public Streetscape Improvements and the N11 Streetscape Improvements.

2.12 Impermissible Delay

The term “Impermissible Delay” means failure of Developer 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 the Improvements at any time prior to the Substantial Completion of such improvements for a period of more than thirty (30) consecutive calendar days, except in cases of any delays attributable to any Force Majeure Event. 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 commercially reasonable efforts shall not be an Impermissible Delay, as long as Developer continues its commercially reasonable efforts to obtain such permits and approvals.

2.13 Improvements.

The term “Improvements” is defined in Section 1.1 above and as further described on **Exhibit B** attached hereto, but excluding the Porter House Park Improvements.

2.14 Leasable Retail Space.

The term “Leasable Retail Space” in connection with the Completion Grant authorized hereunder means a minimum of 19,200 square feet of ground floor, street-facing or park-facing Retail Space (as such term is defined in the DIA’s Retail Enhancement Program guidelines) and materially consistent with **Exhibit G** attached hereto as determined by the DIA in its sole discretion.

2.15 Local Option Sales Tax.

The term “Local Option Sales Tax” or “LOST” means the annual local option sales taxes generated from food and beverage sales, retail sales and commercial leases within the Improvements, consistent with the terms and condition as set forth in the LOST Reporting

Requirements in Section 5.3 hereof, with the minimum required amounts thereof as shown on **Exhibit H** attached hereto.

2.16 Minimum Developer Equity Requirement.

The term “Minimum Developer Equity Requirement” shall mean the minimum required Developer equity invested in the Improvements in the minimum amount of ELEVEN MILLION SIX HUNDRED FORTY-ONE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$11,641,600.00).

2.17 Minimum Required Capital Investment.

The term “Minimum Required Capital Investment” shall mean the minimum required Capital Investment to be made by the Developer in the Improvements which shall be FIFTY-EIGHT MILLION TWO HUNDRED EIGHT THOUSAND AND 00/100 DOLLARS (\$58,208,000.00), exclusive of brokerage fees; any costs attributable to financing, including interest and carry costs; marketing costs; developer or similar fees to the Developer or its Affiliate; tenant improvement costs; tenant allowances; leasing commissions; or payments or funds provided by the City or the DIA pursuant to this Agreement, as set forth on **Exhibit F** attached hereto. In the event the Minimum Required Construction Costs are reduced consistent with Section 11.2 hereof, the Minimum Required Capital Investment as set forth in this Section shall reduce on a dollar-for-dollar basis.

2.18 Minimum Required Construction Costs.

The term “Minimum Required Construction Costs” shall mean the minimum required Construction Costs to be made by the Developer in the Improvements which shall be FIFTY-ONE MILLION SIX HUNDRED THIRTY-NINE THOUSAND AND 00/100 DOLLARS (\$51,639,000.00).

2.19 Minimum Required Park Maintenance and Programming Budget.

The minimum annual expenditure by Developer in the maintenance and programming of the Porter House Park Improvements, the Pearl Square Improvements, North-South Private Drive Improvements and if approved by DIA, other public space within the North Bank Community Redevelopment Area, which for the first year shall be no less than \$90,000.00 and which minimum expenditure shall be increased annually by 3% for a period of twenty years; such expenditures shall be submitted for review and approval by the DIA in each year of the compliance period as further outlined under Article 10.

An Affiliate of Developer, Osprey River LLC, or its successors and/or assigns as permitted under the N4 RDA (as hereinafter defined), is obligated pursuant to that certain Redevelopment Agreement between Osprey River LLC, DIA and COJ (the “N4 RDA”) to construct those certain N4 Clay Streetscape Improvements pursuant to the terms of that N4 RDA. If Osprey River LLC spends more to construct the N4 Clay Streetscape Improvements than is required pursuant to the N4 RDA (the “N4 Overspend Amount”), then Developer shall be

entitled to reduce its annual contribution under the Minimum Park Maintenance and Programming Budget on a dollar-for-dollar basis, amortized over a 20-year term, by an amount not to exceed ten percent (10%) of the N4 Overspend Amount, capped at \$30,500, which shall reduce the Minimum Required Park Maintenance and Programming Budget minimum expenditure by the same amount in each year of the 20-year compliance period.

An Affiliate of Developer, 606 Pearl St LLC, or its successors and/or assigns as permitted under the N8 RDA (as hereinafter defined), is obligated pursuant to that certain Redevelopment Agreement between 606 Pearl St LLC, DIA and COJ (the “N8 RDA”) to construct those certain N8 Clay Streetscape Improvements, N8 Ashley Streetscape Improvements, N8 Pearl Streetscape Improvements and Pearl Square Improvements pursuant to the terms of that N8 RDA. If 606 Pearl St LLC spends more to construct the N8 Ashley Streetscape Improvements, N8 Clay Streetscape Improvements, N8 Pearl Streetscape Improvements and Pearl Square Improvements than is required pursuant to the N8 RDA (the “N8 Overspend Amount”), then Developer shall be entitled to reduce its annual contribution under the Minimum Park Maintenance and Programming Budget on a dollar-for-dollar basis, amortized over a 20-year term, by an amount not to exceed ten percent (10%) of the N8 Overspend Amount capped at \$390,500, which shall reduce the Minimum Required Park Maintenance and Programming Budget minimum expenditure by the same amount in each year of the 20-year compliance period.

2.20 Minimum Requirements.

“Minimum Requirements” with regard to the Improvements shall mean those minimum requirements as set forth on **Exhibit D** attached hereto and incorporated herein by this reference.

2.21 N11 Streetscape Easements.

Those certain perpetual easements over a portion of the Developer’s property in favor of the City as set forth on **Exhibit N** attached hereto and to be provided simultaneous with the request for funding of the first installment of the Completion Grant.

2.22 N11 Public Streetscape Improvements.

Those certain improvements to be located on City-owned real property directly adjacent to Developer-owned real property, including but not limited to the installation of shade trees bringing the percentage of shaded area comprising the Horizontal Streetscape Improvements to not less than fifty percent (50%), along the perimeter of Project Parcel bordered by W. Ashley St., to the east by the western edge of the North-South Private Drive Improvements, W. Church Street and N. Pearl Street for an approximate total of 18,809 square feet, to bring it into compliance with Downtown Overlay Zone guidelines, with the design thereof coordinated with the City Department of Public Works and subject to DDRB approval, in compliance with all Downtown Overlay Zone requirements.

2.23 N11 Streetscape Improvements.

Those certain improvements to be located on Developer-owned real property, including

but not limited to the installation of shade trees bringing the percentage of shaded area across the area comprising the Horizontal Streetscape Improvements to not less than fifty percent (50%), along the perimeter of Project Parcel bordered by W. Ashley St., N. Pearl Street, W. Church Street and to the east by the western edge of the North-South Private Drive Improvements for an approximate total of 3,498 square feet, to bring it into compliance with Downtown Overlay Zone guidelines, with the design thereof coordinated with the City Department of Public Works and subject to DDRB approval, in compliance with all Downtown Overlay Zone requirements.

2.24 North-South Private Drive Easement.

That certain perpetual pedestrian access and use easement over a portion of the Developer's property in favor of the City as set forth on **Exhibit P** attached hereto and to be provided simultaneous with the request for funding of the first installment of the Completion Grant.

2.25 North-South Private Drive Improvements.

Those certain improvements to be located on Developer-owned real property for the purpose of connecting W Church Street with W Ashley Street and also connecting the north and south components of Porter House Park by the creation of a public plaza experience with expansive outdoor dining facing the park that will be managed, programmed, and maintained by Developer.

2.26 Party or Parties.

"Party" or "Parties" means the Developer, DIA and/or the City, as applicable.

2.27 Pearl Square Improvements.

Those certain improvements to be constructed by an affiliate of Developer on Pearl Street generally in the vicinity commencing from the southern edge of the intersection of Pearl Street and Ashley Street, with the northern terminus thereof at the southern edge of the intersection with Beaver Street, which upon completion shall be known as "Pearl Square".

2.28 Permit Approvals.

The term "Permit Approvals" shall mean all permits and regulatory approvals needed for the construction of the Improvements which shall include final 10-set and DDRB approval for the Improvements.

2.29 Plans and Specifications.

The Plans and Specifications for the construction of the Improvements as reviewed and approved by the Construction Inspector and the City and all amendments and modifications thereto as approved by the City to the extent approval is required.

2.30 Porter House Park.

Property north and south of the Porter Mansion located at 510 Julia Street bounded to the north by W Ashley Street, to the east by N Julia Street, to the south by W Church Street, and to the west by the North-South Private Drive Improvements that is to be converted to park space providing public access via the Porter House Park Easement. The 8,540 square feet parcel with RE# 073851 0050 and address of 0 Ashley Street located on the north side of the Porter Mansion shall be included, along with approximately 6,550 square feet and the southernmost portion of the parcel with RE# 073849 0005 and address of 510 Julia Street will be included in the creation of Porter House Park. The total Porter House Park dimension is estimated at 16,330 square feet and shall not deviate downward by more than 10%.

2.31 Porter House Park Easement.

That certain access and use easement attached hereto as **Exhibit O** granting the City and the general public access and use rights to Porter House Park, to be duly executed and delivered to the City on or before the date of the request for the first installment of the Completion Grant, as further set forth therein.

2.32 Porter House Park Improvements.

Those certain park improvements to be made by the Developer and as set forth on **Exhibit E** attached hereto (but including eligible costs attendant to the construction of the North-South Private Drive Improvements), with minimum required value to the City of \$1,012,500, which amount is intended to be one-half of the total amount of the cost of the completed Porter House Park Improvements, with the other half to be paid for by an Affiliate. In the event Developer completes the Porter House Park Improvements and the completed Porter House Park Improvements cost less than \$2,025,000, any such reduction will not affect the maximum amount of the Completion Grant or the maximum amount or term of the REV Grant, but Developer and/or an Affiliate shall contribute the difference between \$2,025,000 and the actual cost of the completed Porter House Park Improvements as part of the maintenance and programming budget to be paid in annual payments over the term of this Agreement. In the event the Porter House Park Improvements cost in excess of \$2,025,000, Developer shall be entitled to reduce its annual contribution under the Minimum Required Park Maintenance and Programming Budget on a dollar-for-dollar basis, amortized over a 20-year term, by an amount not to exceed \$202,500.00.

2.33 Project.

The term "Project" shall mean, collectively, the Improvements (inclusive of the Minimum Requirements), the Porter House Park Improvements, the Restaurant Improvements and the obligations of the Developer under this Agreement, as more specifically described herein.

2.34 Project Parcel.

The term “Project Parcel” is defined in Section 1.1 above.

2.35 Restaurant Improvements.

A minimum of one ground floor restaurant that provides outdoor seating and extended hours, including evenings, beyond traditional office hours and on weekends, which shall be Substantially Completed and open for business within six (6) months of the Outside Completion Date (defined below). In the event that the operator of the Restaurant changes during the compliance period, the Restaurant may be closed for not more than ninety (90) consecutive days (“Restaurant Closure”) subject to delay attributable to any Force Majeure Event; notwithstanding the foregoing, the CEO of the DIA may extend the Restaurant Closure for up to an additional ninety (90) days (for an aggregate of up to 180 days) in her sole discretion for good cause shown by Developer.

2.36 Substantial Completion.

As to the Improvements, “Substantially Completed,” “Substantial Completion” or “Completion” means that, with respect to the Improvements (except for any space to be occupied by a commercial 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 by the City of Jacksonville, if applicable, so that the Improvements are 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.

2.37 Vertical Improvements.

“Vertical Improvements” means all of the buildings, structures, and other improvements, other than the Horizontal Improvements, to be constructed or installed on the Project 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 throughout the term of this Agreement:

(i) the execution and delivery by Developer of this Agreement and any document related to this Agreement have been approved by all parties whose approval is required including by the Developer pursuant to the terms of the Developer's governing documents;

(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 and any document related to this Agreement on behalf of the Developer are duly authorized and fully empowered to execute the same for and on behalf of the Developer;

(iv) the Developer and each entity with a direct or indirect ownership interest in 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 with a direct or indirect ownership interest in 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.

Subject in all events to any delays attributable to one or more Force Majeure Events, the City, the DIA and the Developer have jointly established the following dates for the Developer's obligations under this Agreement (collectively, the "Developer Performance Schedule"):

- (i) As of the Effective Date hereof, Developer has received final design approvals, including DDRB final approval, for the Improvements.
- (ii) Developer shall submit applications for all Permit Approvals necessary to Commence Construction (including vertical building permits) of the Improvements no later than August 31, 2024 and pursue the same with

commercially reasonable diligence.

- (iii) Developer shall Commence Construction of the Horizontal Improvements by _____ (*insert date that is six months from the effective date of the ordinance authorizing this agreement*) (the “Horizontal Improvements Commencement of Construction Date”) and provide promptly written notice to the City, and thereafter Developer shall proceed without any Impermissible Delays through Commencement of the Vertical Improvements.
- (iv) Developer shall Commence Construction of the Vertical Improvements on or before _____ (*insert date that is six months from the Horizontal Improvements Commencement of Construction Date*) (the “Vertical Improvements Commencement of Construction Date”) and provide promptly written notice to the City, and construction of the Improvements shall proceed without any Impermissible Delays through Substantial Completion thereof.
- (v) Developer shall Substantially Complete the Improvements (but for the purposes of this subparagraph (v), Improvements shall not include the Restaurant Improvements, which must be Substantially Completed, leased and open for business within six (6) months of the Completion Date) and the Porter House Park Improvements on or before that date that is twenty-four (24) months from the Horizontal Commencement of Construction Date (the “Completion Date”), and shall submit promptly written notice of the Completion Date to the DIA for its written confirmation in accordance with the terms and conditions contained in this Agreement. For purposes of clarity, in the event the Improvements are Substantially Complete prior to the Completion Date, the Completion Date for the purposes of calculating the six (6) months window for the Restaurant Improvements to be leased and operating for their intended purposes shall be calculated from the date that is twenty-four (24) months from the Horizontal Commencement of Construction Date (the “Outside Completion Date”).

(b) 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 hereby agrees to undertake and complete the construction and development of the Improvements in accordance with this Agreement and the Developer Performance Schedule, in all events subject to delays attributable to one or more Force Majeure Events, 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 for up to six (6) months in her sole discretion for good cause shown by Developer. Any extensions greater than the aggregate six months as described above (with the exception for extensions due to delays attributable to one or more Force Majeure Events) shall require City Council approval. Any change to the Commencement of Construction Date pursuant to this paragraph shall automatically result in a corresponding extension to the

Completion Date. Extensions to any other dates within the Developer Performance Schedule shall serve only to extend the individual date referenced.

Article 5. REV GRANT

5.1 Recaptured Enhanced Value Program; Amount.

Subject to the terms and conditions of this Agreement, the DIA shall make a Recaptured Enhanced Value grant (“REV Grant”) in a total amount not to exceed \$9,061,000.00 (the “Maximum REV Grant Amount”), partially payable beginning in the first year following the Substantial Completion of the Improvements, and their inclusion on the City tax rolls at full assessed value (the “Initial Year”) and ending 17 years thereafter (the “Final Year”), all as more fully described below in this Article 5. In the event of the expiration or earlier termination of the Northbank West CRA TIF, the City agrees to fund the REV Grant in accordance with the terms of this Agreement.

Notwithstanding the foregoing, the City’s and DIA’s obligation to fund the REV Grant is subject to the condition that the Improvements, inclusive of the Minimum Requirements applicable to the Improvements, are Substantially Completed by the Completion Date, subject to extension due to a Force Majeure Event or by an extension granted by the CEO of the DIA, in each case subject and pursuant to the terms and conditions of this Agreement.

5.2 Payments of REV Grant.

The REV Grant shall be paid by the DIA to the Developer by check or wire transfer, in annual installments determined in accordance with Section 5.3, 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 the REV Grant in excess of the amount stated in Section 5.1 or after payment of the final installment due May 15 of the Final Year, and, except as expressly provided in this Agreement, the REV Grant payments as determined pursuant to Section 5.3 shall not be subject to reduction or repayment.

5.3 Determination of Annual Installments of REV Grant.

The amount of each annual installment of the REV Grant shall be the sum which is equal to 75% of the Annual Project Revenues (as defined and determined in this Section 5.3) actually received by the DIA (or the City, as applicable) during the twelve (12) month period ended April 1 preceding the due date of such annual installment. For the purposes of this Agreement, “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 (with tangible personal property capped in the aggregate at \$4,788,000 for each year of the REV Grant)

comprising the Project Parcel, less the amount of all municipal and county ad valorem taxes that would have been levied or imposed on the Project Parcel using the assessed value for the Base Year, which for the purposes of this Article 5 shall be \$1,145,400 (subject to any adjustments as made by the Duval County Property Appraiser's Office or as recalculated per Section 2.2 hereof) exclusive of any debt service millage. Notwithstanding anything in this Agreement to the contrary, in the event Developer fails to Commence the Horizontal Improvements by August 18, 2025, which is five years following the first acquisition date of the assembled properties, and assuming this Agreement is amended so that the Developer remains eligible for the REV Grant, the assessed value for the Base Year for the purposes of the REV Grant calculation shall be the assessed value from the most recent tax year preceding the actual Commencement date for the Horizontal Improvements. 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 Project Parcel, 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 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 REV Grant payment based on the Annual Project Revenues in such future year's notice.

For the purposes of this Section 5.3, commencing with the first January 1 date following the expiration of the two-year period to apply for the second and third installment of the Completion Grant (the "LOST Reporting Commencement Date"), Developer shall be responsible for collecting and submitting to the DIA from those property owners and tenants of any portion of the Improvements copies of sales tax receipts remitted annually on a calendar year basis by the applicable property owner and tenant sufficient to demonstrate that Developer has satisfied the applicable Minimum Required LOST Revenues as set forth on **Exhibit H** attached hereto (copies of form DR-15 or equivalent, collectively, the "LOST Reporting Requirements"). The LOST Reporting Requirements shall be due on an annual basis commencing with second April 1 date after the LOST Reporting Commencement Date, and continuing on each April 1 thereafter for a period of ten (10) years (the "LOST Remittance Period"). Amounts that fall short of the cumulative LOST remittance anticipated in any given calendar year beginning with the first year of the LOST Remittance Period, as set forth on **Exhibit H** attached hereto, through year ten of the LOST Remittance Period will be withheld from the REV Grant payment applicable to such calendar year. Any such reduction will not affect the Maximum REV Grant Amount of or term of the REV Grant. Failure to submit the LOST Reporting Requirements shall be applied as if no LOST revenues were received in such year. A violation of the Restaurant Closure requirements will result in the loss of REV Grant payment in any such year, but will not

affect the Maximum REV Grant Amount of or term of the REV Grant. Developer acknowledges and agrees that during the term of the REV Grant, all retail tenants occupying retail space within the Improvements are ineligible for funding under any DIA incentive program.

For the purposes of this Section 5.3, any disbursement of the REV Grant may be reduced on a dollar-for-dollar basis for any year in which the Minimum Required Park Maintenance and Programming Budget is not satisfied. Any such reduction will not affect the maximum amount of or term of the REV Grant. In the event that in any year of the REV Grant, the amounts deducted from the REV Grant pursuant to this section exceed the amount of the REV Grant for which Developer would otherwise be eligible for such year, the difference thereof may be utilized by the City to offset and reduce future REV Grant payments payable to the Developer pursuant to this Agreement.

Except as provided below, within thirty (30) days of receipt of said notice from Developer, DIA shall provide Developer with a calculation as to the annual 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 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 REV Grant calculation and make the 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 REV Grant payment would be based. In that event, the date that the DIA is required to provide the 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 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 Annual Project Revenues under this Article 5 are based for that tax year, and (ii) the amount of the adjusted Retail Annual Project Revenues paid by the Developer.

5.4 Non-Foreign Entity Affidavit.

Notwithstanding anything in this Agreement to the contrary, as a condition precedent to the City's and DIA's obligations under this Agreement including any obligation to pay any portion of the REV Grant or Completion Grant to the Developer, the Developer shall have provided to the City an executed and notarized non-foreign entity affidavit in form and substance satisfactory to the City and substantially in the form attached as **Exhibit Q** hereto.

5.5 Further disclaimer.

The 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 5. The City and DIA shall not be obligated to pay the 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 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 REV Grant or any installment thereof.

**Article 6.
COMPLETION GRANT**

6.1 Completion Grant; Amount.

The Developer shall be eligible for a Completion Grant ("Completion Grant"), payable in three installments, in the maximum, aggregate amount of \$4,639,000.00, subject to the terms and conditions of this Agreement. Upon Substantial Completion of the Project Improvements (defined in Section 6.2, below) in accordance with this Agreement, Developer will be eligible for the first installment of the Completion Grant in the amount of \$2,704,000.00, subject to the applicable conditions to disbursement set forth below. The Developer shall be eligible for the second installment of the Completion Grant in the maximum amount of \$1,161,000.00 upon a minimum of 60% of the Leasable Retail Space being placed under lease with retail tenants of street or park facing ground level space as approved by the DIA in its sole discretion, and subject to the applicable conditions of disbursement set forth below. The Developer will be eligible for the third and final disbursement of the Completion Grant in the amount of \$774,000.00 upon 100% of the Leasable Retail Space being placed under lease with retail tenants of street or park facing ground level space as approved by the DIA in its sole discretion, and subject to the conditions of disbursement as set forth below.

6.2 Conditions to Disbursement of First Installment of Completion Grant.

The City's obligation to make the initial disbursement of the Completion Grant in the maximum amount of \$2,704,000.00 is conditioned upon satisfaction of each of the following conditions precedent:

- (1) The Improvements and the Porter House Park Improvements (for the purposes of this Article 6, and inclusive of the Minimum Requirements, the "Project Improvements") shall have been Substantially Completed in accordance the terms and conditions of this Agreement, including the Developer Performance Schedule (as the same may be extended in accordance with this Agreement), as verified by a final inspection report satisfactory to the DIA, the City's Department of Parks Recreation and Community Services and City's Department of Public Works, as applicable. certifying that the Project Improvements have been Substantially Completed, constructed in a good and workmanlike manner and are in satisfactory condition. 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 Project Improvements have been Substantially Completed and are not subject to any material violations or uncorrected conditions noted or filed in any City department. In the event the Developer does not Substantially Complete the Project Improvements and apply for the first installment of the Completion Grant by no later than the date that is six (6) months from the Completion Date, Developer shall have no right to any portion of the Completion Grant.
- (2) The Restaurant Improvements shall have been Substantially Completed, leased and open for business in accordance the terms and conditions of this Agreement, as verified by a final inspection report satisfactory to the DIA, certifying that the Restaurant Improvements have been Substantially Completed, constructed in a good and workmanlike manner and are in satisfactory condition. The Developer shall furnish to the DIA a certificate of substantial completion issued by the contractor and verified by the architect of record and a temporary certificate of occupancy subject only to typical punch list items establishing that 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. In the event the Developer does not Substantially Complete the Restaurant Improvements and the same are not leased and open for business and apply for the first installment of the Completion Grant by no later than the date that is six (6) months from the Outside Completion Date (as the same may be extended as set forth in this Agreement), Developer shall have no right to any portion of the first installment of the Completion Grant.
- (3) All property taxes on the Project Parcel must be current.
- (4) 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 Completion Grant 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).

- (5) The Developer shall submit to the DIA a contractor's affidavit and releases of liens from each contractor, subcontractor and supplier who provided notice to owner, or other proof reasonably satisfactory to the DIA, confirming that payment has been made for all materials supplied and labor furnished in connection with the Substantial Completion of the Improvements (inclusive of all Minimum Requirements), with the exception of any retainage 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 Project Parcel. For purposes of clarity, only the liens of any construction loans for the Improvements may exist on the Project Parcel at the time of disbursement of the first installment of the Completion Grant, and Developer shall provide at its expense a current ownership and encumbrance report for the Project Parcel to verify the same.
- (6) The Developer shall submit to the DIA a written application for the disbursement of the applicable installment of the Completion Grant pursuant to a disbursement request in the form of attached **Exhibit J** (the "Disbursement Request"). The Disbursement Request shall only be made after Substantial Completion of the Project Improvements, and satisfaction of all conditions under this Agreement. 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 Construction Costs for the Project Improvements as of the date of the Disbursement Request, and (ii) AIA Forms G702 and G703 certified by the general contractor and architect for the completed Project Improvements. The Disbursement Request shall constitute a representation by Developer that the Project Improvements are Substantially Completed in accordance with the Plans and Specifications; that the work and materials for which payment is requested have been physically incorporated into the Improvements; that the value is as stated; that the Project Improvements 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.
- (7) 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 the lien(s) of any consensual mortgage(s)) released or transferred to bond within fifteen (15) business 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 Completion Grant funds until such lien or encumbrance is bonded over or removed and the City receives a copy of the recorded release or bond. The City shall not be obligated to disburse any of the Completion Grant funds to Developer if, in the reasonable opinion of the City, any such disbursement or the Project Improvements 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.

- (8) Developer shall provide evidence and documentation to the DIA in its sole discretion that Developer has satisfied with respect to the Improvements: (i) the Minimum Developer Equity Requirement; (ii) the Minimum Required Capital Investment; and (iii) the Minimum Required Construction Costs, and Developer shall receive credit for retainage amounts of up to ten percent (10%) of the actual costs of work performed in constructing the Improvements so long as no liens for non-payment have been filed by any contractor or sub-contractor as of such date.
- (9) Developer shall duly execute and deliver (or shall cause the owner of the real property on which the Porter House Park Easement is to be located to duly execute and deliver) the Porter House Park Easement to the City.
- (10) Developer shall duly execute and deliver the N11 Streetscape Easements to the City.
- (11) The Developer shall duly execute and deliver the North-South Private Drive Easement to the City.
- (12) 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 Project Improvements and any component thereof.

6.3 Conditions to Disbursement of Second Installment of Completion Grant.

The City's obligation to make the second disbursement of the Completion Grant in the amount of \$1,161,000.00 is conditioned upon satisfaction of each of the following conditions precedent on or prior to the date that is two years from the documented date of Substantial Completion:

- (1) Satisfaction of all requirements of Section 6.2 as of the date of the request for the Second Installment of the Completion Grant;

- (2) Provide documentation demonstrating to the satisfaction of the DIA in its reasonable discretion that sixty percent (60%) of the Leasable Retail Space is under a binding lease agreement at commercially reasonable market rates with retail tenants of street or park facing ground level space as approved by the DIA in its sole discretion, with a minimum three (3) year term.

6.4 Conditions to Disbursement of Third and Final Installment of Completion Grant.

The City's obligation to make the third and final disbursement of the Completion Grant in the amount of \$774,000.00 is conditioned upon satisfaction of each of the following conditions precedent on or prior to the date that is two years from the documented date of Substantial Completion:

- (1) Satisfaction of conditions all requirements of Section 6.2 and Section 6.3 as of the date of the request for the Third Installment of the Completion Grant;
- (2) Provide documentation demonstrating to the satisfaction of the DIA in its reasonable discretion that one hundred percent (100%) of the Leasable Retail Space is under a binding lease agreement at commercially reasonable market rates with retail tenants of street or park facing ground level space as approved by the DIA in its sole discretion, with a minimum three (3) year term.

6.5 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 Completion Grant 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.

6.6 Further Disclaimer.

The Completion 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 6. The City and DIA shall not be obligated to pay the Completion 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 Completion Grant 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 Completion Grant or any installment thereof.

Article 7. EASEMENTS

7.1 Grant of Easements.

The City and Developer shall enter into the following in connection with the Project:

- (1) N11 Streetscape Easement. Developer shall grant to the City for the use by the City and general public a perpetual use and access easement from Developer to City for the N11 Streetscape Improvements located on certain portions of Developer-owned property, in substantially the form attached hereto as **Exhibit N**; provided, however, that such easement shall terminate at the later to occur of: forty (40) years from the Effective Date of the easement; or (ii) upon the expiration of the useful life of the Improvements.
- (2) Porter House Park Easement. The Developer shall provide (or shall cause to be provided) a twenty (20) year use and access easement to the City for the use by the City and the general public of Porter House Park, on or before the date the Developer requests disbursement of the first installment of the Completion Grant, in substantially the form as attached hereto as **Exhibit O**. Hours of public access and reasonable rules and regulations for the park shall be designated by Developer in consultation with City's Department of Parks, Recreation and Community Development. DDRB staff shall have the right to review and approve (such approval not to be unreasonably withheld, conditioned or delayed) any vertical components within Porter House Park, including but not limited to any kiosks, lamp posts, benches and similar installations. Developer shall coordinate with City Parks, Cultural Council for programming in Pearl Square and Porter House Park.
- (3) North-South Private Drive Easement. Developer shall grant to the City for the use by the City and general public a perpetual pedestrian use and access easement over that certain parcel of land of Developer-owned property located adjacent to Porter House Park, in substantially the form attached hereto as **Exhibit P**; provided, however, that such easement shall terminate at the later to occur of: forty (40) years from the Effective Date of the easement; or (ii) upon the expiration of the useful life of the Improvements.

Article 8.
THE DEVELOPMENT

8.1 Scope of Development.

The Developer, at its sole cost and expense, shall construct and develop, or cause to be constructed and developed, the Project, which the Developer is obligated to construct and develop in accordance with the Developer Performance Schedule and this Agreement. The Improvements shall include all of the specifications and requirements set forth on **Exhibit B** attached hereto, which are incorporated herein by reference, and include the Minimum Requirements as set forth on **Exhibit D** attached hereto. The design and architectural features of the Improvements shall be substantially similar in all material respects to the conceptual renderings as approved by the DDRB and as set forth in part on **Exhibit K** attached hereto, unless otherwise approved by the DIA in writing in its sole discretion;

8.2 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 Grant and Completion Grant, subject to the terms and conditions of this Agreement.

8.3 Compliance with DDRB.

The Improvements, and all other improvements constructed as a part of the Project, shall comply with the Downtown Zoning Overlay and be subject to DDRB final approval letter dated December 19, 2023.

8.4 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.

8.5 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.

8.6 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 9. JSEB PROGRAM

9.1 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 \$2,740,000.00, 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 L** (the "JSEB REPORTING FORM").

Article 10. REPORTING

On an annual basis, the Developer 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. Developer shall also provide the required annual LOST Reporting Requirements commencing on and otherwise as set forth in Section 5.3 hereof, as well as the Minimum Required Park Maintenance and Programming Budget Reporting. Samples of the general forms of these reports are attached hereto as **Exhibit M** (the "Annual Survey"); however, the specific data requested may vary from the forms attached. In addition, the Developer 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 obligation to submit such reports shall continue until Developer has complied with the applicable terms of this Agreement concerning the Project, the Improvements, REV Grant, and Completion Grant and end upon Substantial Completion of the Improvements, except that the Developer shall continue its reporting requirements as required for the REV Grant and LOST Reporting Requirements for the remaining term of the REV Grant.

Within thirty (30) days following a written request of the DIA or the City, the Developer shall provide the DIA and the City with additional non-proprietary, documentation and information relating to this Agreement as reasonably requested by the DIA or the City to the extent such documentation or information is not privileged or confidential and is in Developer's possession.

Article 11. DEFAULTS AND REMEDIES

11.1 General.

An "Event of Default" under this Agreement with respect to the development and construction of the Improvements shall consist of the breach by Developer of any covenant, agreement, representation, provision, or warranty (that has not 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 between Developer and the City or the DIA 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 the loan and exercise its remedies against the Project Parcel and/or Improvements under the applicable loan documents, or foreclose on the Project Parcel or the Improvements (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 and is continuing under this Agreement with respect to the Improvements, the City may refuse to pay any portion of the REV Grant, the Completion Grant and other incentives as may be associated with the Improvements 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, or damages, or other relief, or proceed to take any action authorized or permitted under applicable laws or regulations; provided, however that at any point prior to Commencement of the Vertical Improvements, Developer may, in its sole and absolute discretion, terminate this Agreement by written notice to DIA (a “Developer Termination”), upon which event the parties hereto shall have no further liability or obligation to any other party to this Agreement, except that, to the extent an Event of Default exists at the time of such termination, or an event that, with the giving of notice or passage of time, or both, will constitute an Event of Default, nothing herein will relieve any party from liability for actual damages incurred by the non-breaching party as a result of such Developer Termination. Notwithstanding the foregoing, in the event of a Developer Termination, Developer shall restore any work performed on City-owned property to its original condition as of the Effective Date of this Agreement, reasonable wear and tear excepted. Notwithstanding anything in this Agreement to the contrary, the City and DIA may withhold any portion of the REV Grant, the Completion Grant and other incentives as may be associated with the Improvements immediately upon the occurrence of a default and throughout any notice or cure period until such default is cured. Notwithstanding the foregoing, no occurrence shall constitute an Event of Default until the City has given the Developer written notice of the default and thirty (30) calendar days within which to cure the default; provided, however, that if such default cannot reasonably be cured within such thirty (30) calendar days period then such thirty (30) day cure period shall be extended for an additional ninety (90) day period so long as the Developer has commenced a cure within the initial thirty (30) day period and thereafter diligently pursues such cure. Notwithstanding the foregoing, the Developer shall be entitled to fifteen (15) day written notice of an Event of Default in connection with the Developer Performance Schedule, with a maximum of a fifteen (15) day opportunity to cure, with no extension to such cure period. Notwithstanding anything to the contrary in this Agreement, there shall be an immediate Event of Default, 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 and such appointment shall remain in effect for a period of sixty (60) days after the filing date thereof; 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.

11.2 Specific Defaults.

Additionally, for any of the specific Events of Default described in this Section 11.2 below, in addition to and without waiving any other right or remedy, the parties agree that the City and DIA shall have the following specific remedy:

- (a) in the event reporting requirements are not met in the time period specified in Article 10 of this Agreement and such default is not cured within the time period provided in Section 11.1 after written notice from the City and DIA, the DIA will be entitled to withhold any undisbursed amount of the applicable REV Grant, and Completion Grant 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 upon Substantial Completion of the Improvements in accordance with this Agreement, the Construction Costs incurred by the Developer for the Improvements is less than \$51,639,000.00, the REV Grant will be proportionately reduced. If, upon Substantial Completion of the Improvements in accordance with this Agreement, the Construction Costs incurred by Developer is less than \$46,475,100.00 but greater than \$43,893,150.00, then upon written application of the Developer, the DIA Board in its sole discretion may approve a pro rata reduction in the maximum amount of the REV Grant. If the Developer fails to incur at least \$43,893,150.00 in Construction Costs for the Improvements, the REV Grant will be terminated.
- (c) if upon Substantial Completion of the Improvements in accordance with this Agreement, the Developer has failed to incur at least \$43,893,150 in Construction Costs for the Improvements, the Completion Grant shall be terminated.

11.3 Breach by City.

No breach of this Agreement shall constitute a default by the City or the DIA until the Developer has given the City and the DIA written notice of the breach and thirty (30) calendar days within which to cure the breach. If any breach cannot reasonably be cured within the initial thirty (30) calendar days, no 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 a default under this Agreement beyond all applicable notice and cure periods, Developer shall have, in addition to the remedies expressly provided herein, have all remedies allowed by law or equity; provided, however, that in no event shall the City be liable to Developer for any punitive, special, 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.

11.4 Liens, Security Interests.

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

Article 12. ANTI-SPECULATION AND ASSIGNMENT PROVISIONS

12.1 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.

12.2 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, (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 manager or managing member(s) of the Developer. If any prohibited assignment, transfer or conveyance is made, the obligation of the City to pay any further amounts of the REV Grant and the Completion Grant to the Developer shall immediately terminate. After the Substantial Completion of the Improvements, Developer shall not assign, transfer or convey items (i) or (ii) above, without the prior written consent of the City and DIA, unless both items are simultaneously conveyed; provided, however, that in such event such assignee shall enter into a duly executed 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 with respect to such lender, and such lender or assignee shall enter into collateral assignment

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, whether or not consented to by the DIA or the City, shall release Developer from any liability or obligation hereunder unless agreed to in writing by the DIA and City.

Article 13.
GENERAL PROVISIONS

13.1 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.

13.2 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, 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 fifteen (15) 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.

13.3 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.

13.4 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

Jax Porter LLC
c/o Gateway Jax, LLC
100 Laura Street, Suite 700
Jacksonville, Florida 32202
Attn: Eric Shullman

With a copy to:

Driver, McAfee, Hawthorne & Diebenow, PLLC
One Independent Drive, Suite 1200
Jacksonville, Florida 32202
Attn: Cyndy Trimmer

13.5 Time.

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

13.6 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.

13.7 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.

13.8 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.

13.9 Indemnification.

Developer shall indemnify, hold harmless and defend the City, 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 actually incurred or sustained, or claimed to have been actually 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 cause by the negligence or willful misconduct of the City of Jacksonville or DIA or any of their

respective officers, employees, agents or contractors. 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. 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 shall include all officers, board members, City Council members, employees, representatives, agents, successors and assigns of the City and the DIA, as applicable.

13.10 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.

13.11 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.

13.12 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.

13.13 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.

13.14 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*.

13.15 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.

13.16 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.

13.17 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 provisions relating to the City's right to conduct an audit.

13.18 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.

13.19 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.

13.20 Construction.

The word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless the context otherwise requires or unless otherwise specified.

13.21 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.

13.22 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.

13.23 Retention of Records/Audit

The Developer agrees:

(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 the 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.

13.24 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 Project Parcel.

13.25 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.

13.26 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, except as set forth in Section 12.2 hereof, 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.

13.27 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.

13.28 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.

13.29 Further Assurances.

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

1. promptly correct any defect, error, or omission herein or in any document executed in connection herewith (collectively the "Project Documents");
2. 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;

3. 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

4. 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.

13.30 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.

13.31 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.

13.32 Further Authorizations.

The parties acknowledge and agree that the Mayor of the City, or her 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.

13.33 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.

13.34 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.

19.35 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 except to the extent such obligations expressly survive such termination.

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

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: _____
Donna Deegan, Mayor

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

Print Name: _____

By: _____
Lori N. Boyer, CEO

Print Name: _____

Form Approved:

Office of General Counsel

DEVELOPER

JAX PORTER LLC, a Florida limited liability company

WITNESS:

By: _____

Name: _____

Its: _____

Date: _____

Print Name: _____

Print Name: _____

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Certification of Funds

1Cloud Account for Certification of Funds	Amount

This above stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one (1) or more subsequently issued purchase order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), of the *Jacksonville Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Contract; 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 purchase order[s], as specified in said Contract.

 Director of Finance
 City Contract Number: _____

LIST OF EXHIBITS

Exhibit A	Project Parcel
Exhibit B	Improvements
Exhibit C	Construction Costs
Exhibit D	Minimum Requirements
Exhibit E	Porter House Park Improvements
Exhibit F	Minimum Required Capital Investment
Exhibit G	Retail Space
Exhibit H	Minimum Required LOST revenues
Exhibit I	Tiers Requirements
Exhibit J	Disbursement Request Form
Exhibit K	Conceptual Renderings
Exhibit L	JSEB Reporting Form
Exhibit M	Annual Survey
Exhibit N	N11 Streetscape Easement
Exhibit O	Porter House Park Easement
Exhibit P	North-South Private Drive Easement
Exhibit Q	Non-Foreign Entity Affidavit

EXHIBIT A

Project Parcel

Denoted as N11 on master development maps, includes approximately 44,519 square feet (1.02 acres) of land bounded by W Ashley Street to the north, the Porter Mansion property to the east, W Church Street to the south, and N Pearl Street to the west inclusive of parcel RE#s 073847 0000, 073847 0100, 073851 0010.

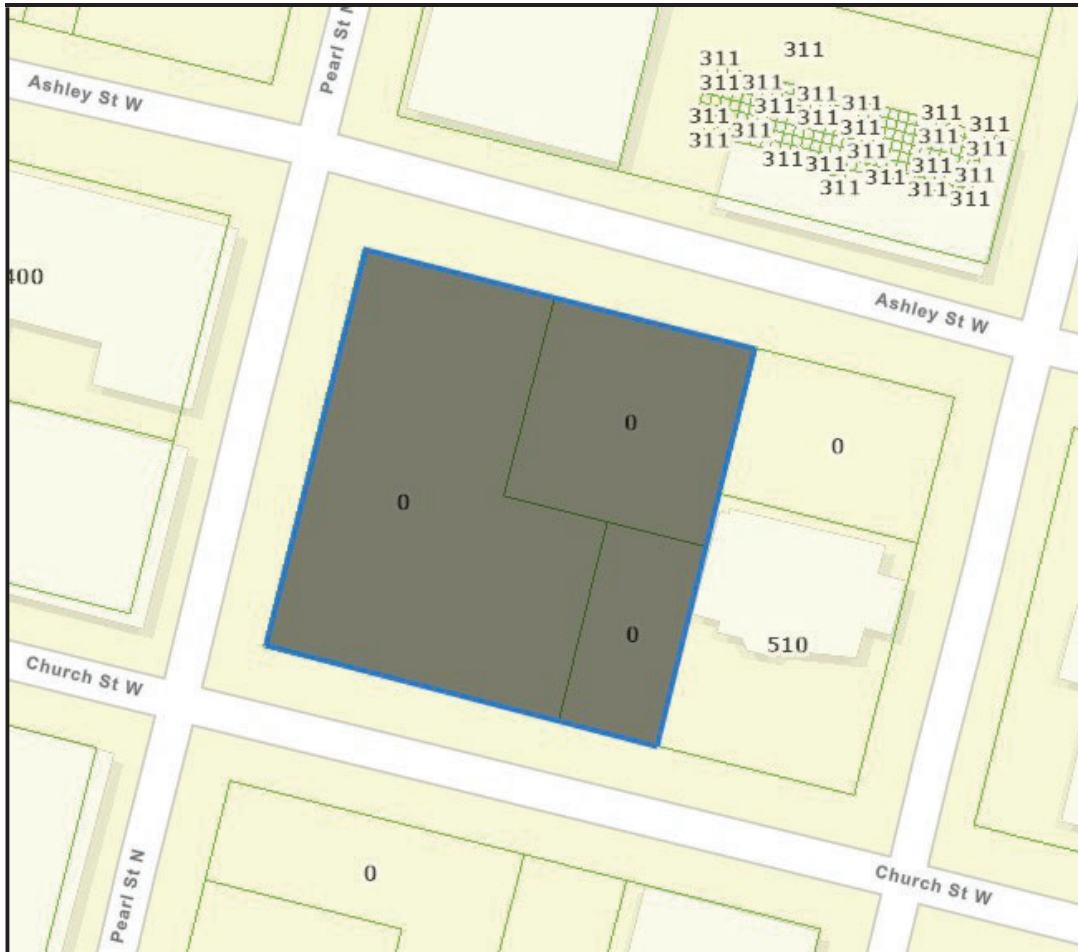


EXHIBIT B

Improvements

1. Building with a minimum of 6 floors to be occupied for mixed residential and retail uses.
2. Residential Units: 205 residential units proposed with mix comprised of:
 - a) No fewer than 35 Studio units
 - b) No fewer than 109 1-BR units
 - c) No fewer than 21 2-BR units
 - d) 194 total unit count minimum.
 - e) Gross square footage proposed of 167,032 sf, and leasable square footage of 136,924 sf, may each adjust downward in final design by not more than 10% to remain within compliance.
 - f) Amenities include a club room, fitness center, and deck that may be restricted for the exclusive of the residents of the Project.
3. The first two levels are concrete construction, contributing to flood resiliency. Trees and building canopies in the public realm provide for a shade coverage of 50%, exceeding the requirement of 40%, to promote heat resiliency.
4. Retail Space (Exhibit G):
 - a) Approximately 21,333 sf of Leasable Retail Space, may adjust downward in final design by not more than 10% (for a minimum of not less than 19,200 sq. ft.) to remain within compliance.
 - b) Retail Frontages at the ground level totaling 325 feet (which may be reduced by up to 10% and remain in compliance), which must include a minimum of 1 (one) restaurant tenant that provides outdoor dining options throughout the compliance period to maintain eligibility for REV Grant payments.
5. N11 Streetscape Improvements
6. N11 Public Streetscape Improvements
7. North-South Private Drive Improvements

EXHIBIT C
Construction Costs

Development Costs	\$ 66,184,488
Land Costs	\$ 1,542,712
TI's & LLW	\$ 3,522,590
Other Hard Costs	\$ 1,588,402
Surveys, testing, appraisals & inspections	\$ 304,502
Permits, licenses, bonds & fees	\$ 507,503
Insurance and title	\$ 984,282
Property taxes during development	\$ 109,814
Utilities during development	\$ 203,001
Legal and accounting	\$ 162,401
Marketing costs	\$ 355,252
Leasing Commissions	\$ 594,298
Property management startup costs	\$ 203,001
Construction management fee	\$ 406,002
Ownership Expenses	\$ 40,600
Master Plan A&E	\$ 290,679
Development Fee	\$ 2,486,222
Soft cost contingency	\$ 469,887
Minus: Years costs already included in budget	\$ 774,581
For REV Calculation	\$ 51,639,000

EXHIBIT D
Minimum Requirements

1. Building with a minimum of 6 floors to be occupied for mixed residential and retail uses.
2. Residential Units: 205 residential units proposed with mix comprised of:
 - a) No fewer than 35 Studio units
 - b) No fewer than 109 1-BR units
 - c) No fewer than 21 2-BR units
 - d) 194 total unit count minimum.
 - e) Gross square footage proposed of 167,032 sf, and leasable square footage of 136,924 sf, may each adjust downward in final design by not more than 10% to remain within compliance.
 - f) Amenities include a club room, fitness center, and deck that may be restricted for the exclusive of the residents of the Project.
3. The first two levels are concrete construction, contributing to flood resiliency. Trees and building canopies in the public realm provide for a shade coverage of 50%, exceeding the requirement of 40%, to promote heat resiliency.
4. Retail Space (Exhibit G):
 - a) Approximately 21,333 sf of Leasable Retail Space, may adjust downward in final design by not more than 10% (for a minimum of not less than 19,200 sq. ft.) to remain within compliance.
 - b) Retail Frontages at the ground level proposed totaling 325 feet (which may be reduced by up to 10% and remain in compliance), which must include a minimum of 1 (one) restaurant tenant that provides outdoor dining options throughout the compliance period to maintain eligibility for REV Grant payments.
5. Substantial Completion of the Porter House Park Improvements, and demonstration of minimum required Construction Costs thereof of \$1,012,500 (and \$2,025,000 in the aggregate).
6. Additional Requirements.
 - i. Demonstration of and adherence to neighborhood branding guidelines, typical streetscape layout, material styling and landscape and color palette, wayfinding signage and art installations consistent with North Core branding guidelines and as approved by DDRB staff.
 - ii. Provide improvements for outdoor dining alternatives to expand the restaurant footprint of the Porter House restaurant space and to include outdoor dining options facing the Porter House Park.

- iii. Installation of enhanced lighting beyond minimum requirements above the residential lobby entrance and security cameras on the exterior of the building and sidewalk bulb-outs along Ashley Street and a table-topped intersection at Pearl Street for the purposes of enhancing pedestrian safety crossing Pearl Street.
- iv. In addition to the required City-standard bike racks, Developer will install at least one additional bike rack to promote cyclability.
- v. Adherence to all commitments as submitted in the Pearl Street Narrative dated October 27, 2023.

EXHIBIT E

Porter House Park Improvements

Porter House Park Improvements will consist of three interlinked spaces. The South Park Space will be centered around a water feature and surrounded by new trees and landscaping. Public benches and an outdoor dining area for the Porter House retail space will provide opportunities to admire the fountain and landscaping. The North Park Space will be centered around a central lawn that can host regular and special event programming. Casual, flexible seating will offer opportunities for informal gatherings. The North-South Private Drive will be a curbside pedestrian priority zone (also open to limited vehicular traffic) that will link the retail storefronts and outdoor dining at the N11 building to the park spaces, while also providing a safe and comfortable path for the public to traverse the block.

Programming of the Porter House Park Improvements shall be coordinated with City's Parks, Recreation and Community Services Department. DDRB staff shall review any vertical components or installations included within the Porter House Park Improvements.

EXHIBIT F

Minimum Required Capital Investment

Development Costs	\$ 66,184,488
TI's & LLW	\$ 3,522,590
Marketing costs	\$ 355,252
Leasing Commissions	\$ 594,298
Property management startup costs	\$ 203,001
Ownership Expenses	\$ 40,600
Development Fee	\$ 2,486,222
Minus: Years costs already included in budget	\$ 774,581
Minimum Private Capital	\$ 58,208,000

1. The DIA staff may approve a reduction in the Minimum Required Capital Investment of up to ten percent (10%) with an accompanying pro rata reduction in the maximum amount of the REV Grant.

2. The DIA Board may approve a reduction in the Minimum Required Capital Investment greater than ten percent (10%) but no more than fifteen percent (15%) with an accompanying pro rata reduction in the maximum amount of the REV Grant, which reduction may be made at any time up to final Completion of the Improvements.

EXHIBIT G

Retail Space

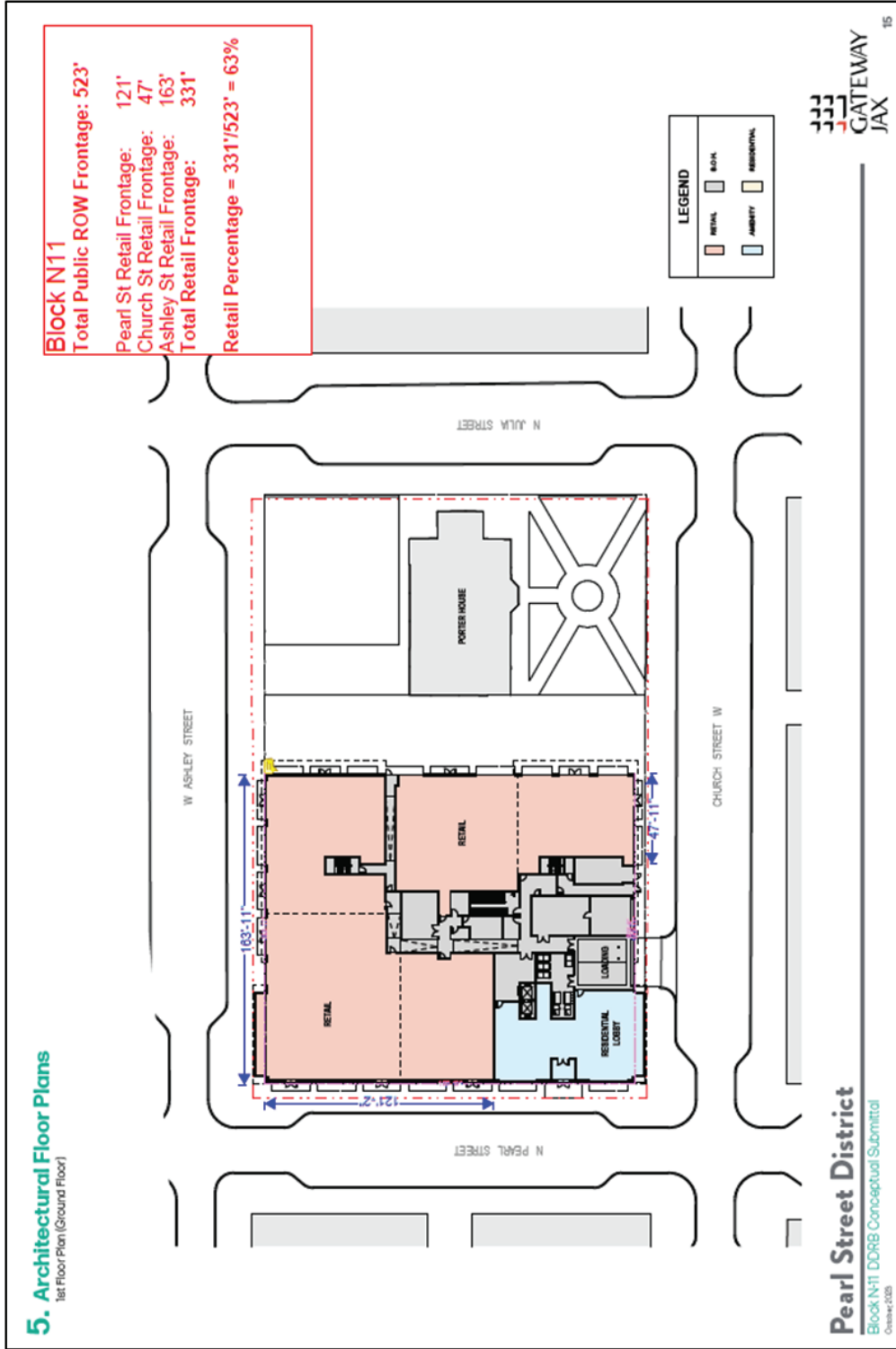


EXHIBIT H

Minimum Required LOST Revenues

LOST from F&B, Retail, and Comm'l Leases					
If only 60% Lease Up Target is Met			If 100% Lease Up Target is Met		
YR	Annual	Cumulative	Annual	Cumulative	
1	\$ 44,387	\$ 44,387	\$ 73,978	\$ 73,978	
2	\$ 45,274	\$ 89,661	\$ 75,457	\$ 149,435	
3	\$ 46,180	\$ 135,841	\$ 76,966	\$ 226,401	
4	\$ 47,103	\$ 182,944	\$ 78,506	\$ 304,907	
5	\$ 48,045	\$ 230,990	\$ 80,076	\$ 384,983	
6	\$ 49,006	\$ 279,996	\$ 81,677	\$ 466,660	
7	\$ 49,987	\$ 329,983	\$ 83,311	\$ 549,971	
8	\$ 50,986	\$ 380,969	\$ 84,977	\$ 634,948	
9	\$ 52,006	\$ 432,975	\$ 86,677	\$ 721,625	
10	\$ 53,046	\$ 486,021	\$ 88,410	\$ 810,035	
	\$ 486,021		\$ 810,035		
<p>1 - The applicable table is determined by which tier of Completion Grant is paid out. If only the first installment of Completion Grant is paid out, this table does not apply. The 60% and 100% columns apply only if the second and third installments of the Completion Grant are paid out, respectively.</p>					
<p>2 - Year 1 as shown in the table shall begin with the third full calendar year following substantial completion.</p>					

**EXHIBIT I
Tiers Requirements**

N11 Tiers Requirements

Gateway N11 – Tiers Commitments and Timing

Redevelopment Goal No. 2 – Increase rental and owner-occupied housing Downtown targeting diverse populations identified as seeking a more urban lifestyle.

2a. Actively pursue a minimum of 8,140 built and occupied multi-family dwelling units by 2030; and strive to induce construction of 425 multi-family dwelling units per year, on average [T/E].

Development to include a minimum of 194 units of multifamily housing.	Upon Substantial Completion
---	-----------------------------

2b. Improve the breadth and diversity of housing options across Downtown to provide all types, and varied price ranges, of rental and owner-occupied opportunities, including mixed-income and mixed-use structures [T/E].

<ul style="list-style-type: none"> • Development to include a minimum of 35- Studio units, 109 - 1 BR units, 21 - 2 BR units. • Mixed-use property to include 21,333 sf of leasable space (downward adjuster of 10% permissible). 	Upon Substantial Completion
---	-----------------------------

2c. Maximize utilization of existing parking structures and minimize construction of new parking structures exclusively for the use of single building tenants by employing tools such as shared-use parking, proximity to shared transportation, and similar programs [T/E].

The Pearl Street District takes advantage of the existing underutilized “lighthouse garage” at N5 to satisfy a majority of the parking demand generated by the project. In addition to providing space for commercial needs, parking is programmed at approximately 1.0 space per unit for the N11 property. Employee and visitor spaces for each building are also parked in the garage. The N5 garage is intended to be operated for shared use with few reserved spaces.	Upon Substantial Completion
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2d. Contribute to resilience in design and construction of new residential buildings, and flexibility in response to changing residential demand for unit sizes, home workspaces, amenities, and future conversion of parking [T/E].

The first two levels are concrete construction, contributing to flood resiliency. Trees and building canopies in the public realm provide for a shade coverage for 50%, exceeding the requirement of 40%, to	Upon Substantial Completion
--	-----------------------------

promote heat resiliency. Workspaces are incorporated into various units throughout the project, allowing the building to adapt to changing work trends.	
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Redevelopment Goal No. 4 – Increase the vibrancy of Downtown for residents and visitors through arts, culture, history, sports, theater, events, parks, and attractions.

4a. Create and promote a consistent brand for Downtown that conveys a sense of excitement and within the boundary of Downtown fosters distinct neighborhood identities that evoke a unique sense of place [T/E to the extent Developer incorporates adopted neighborhood brand in building features or streetscape].

Development to demonstrate and adhere to neighborhood branding guidelines, typical streetscape layout, material styling and landscape and color palette, wayfinding signage and art installations as approved by the Downtown Development Review Board (DDRB) in its December 14, 2023, Board Meeting.	Upon Substantial Completion
--	-----------------------------

4b. Support the installation of public art and aesthetic and sensory enhancements, as well as wayfinding and technology throughout Downtown [T/E].

<ul style="list-style-type: none"> • Developer to coordinate with the City and DIA to provide wayfinding signage within the public realm of N11 to help visitors navigate between surrounding public areas such as the Riverfront Plaza, JWJ Park and Skyway, Rosa Parks Station, LaVilla Heritage Trail, and City Hall and the public access components of the project including the Porter House parks, Pearl Square, and all associated retail. • Developer to create art installation in Porter House Parks. • Designs to be approved by DIA or other City departments as may be required by the DIA, prior to installation. 	Upon Substantial Completion
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4c. Support the expansion, renovation, and improvement of existing, and creation of new, diverse civic attractions, cultural venues, theaters, and parks that provide a mix of activities and attract a broad range of demographics [T/E].

Estimated contribution of \$1,012,500 towards the development of Porter House Parks with design elements coordinated with the COJ Parks department and all work to be undertaken and completed by Developer prior to the date of Substantial Completion.	Upon Substantial Completion
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4i. Partner with arts and culture organizations as well as educational institutions to create culturally specific attractions, competitions and workforce development programs that bring

students, young professionals, etc. Downtown [T/E to the extent Developer partners with such organizations to create programming].

The developer will host a community competition to select a local artist to design and/or install a new mural or other artistic installation in Porter Park and/or on the N11 site.	Upon Substantial Completion
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Redevelopment Goal No. 5 – Improve the safety, accessibility and wellness of Downtown Jacksonville and cleanliness and maintenance of public spaces for residents, workers, and visitors.

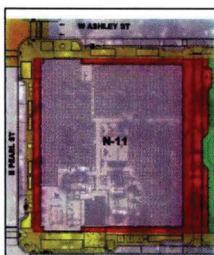
5a. Expand the installation of public infrastructure that enhances safety such as countdown timer, pedestrian signals, enhanced lighting, security cameras, etc. [T/E if Developer installed or funded].

<ul style="list-style-type: none"> • Enhanced lighting to be installed above the residential lobby entrance and security cameras on the exterior of the building. • Sidewalk bulb-outs along Pearl Street to be installed to enhance pedestrian safety crossing the street. • Only work performed that exceeds minimum Downtown Overlay Zone requirements is eligible for this consideration. 	Upon Substantial Completion
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5b. Support and enforce proper cleaning, maintenance, and repair of public spaces [T/E to the extent developer assumes responsibility for maintenance of public spaces].

<ul style="list-style-type: none"> • Developer to provide annual programming and maintenance for Porter House Parks following capital improvements and ongoing maintenance and programming costs. 	Upon Substantial Completion
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5c. Promote safe and equitable access to all Downtown facilities by improving access to buildings and other properties, amenities, transit, events, and attractions; by eliminating obstacles; and by designing for all ages and abilities [T/E to the extent streetscape or building entry modifications that enhance accessibility beyond code requirements are made by Developer].

	<p>The Pearl Street District to create fully accessible public realm areas in excess of the 12-foot minimum code requirements.</p> <p>Corridors adjacent to N4 depicted in yellow and red include a 16-foot public realm area public realm.</p>	Upon Substantial Completion
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5d. Promote wellness by facilitating healthy choices for food, outdoor venues for dining and gathering, and encouraging WELL certified buildings [T/E].

<p>One of the key elements to the 18 hour a day neighborhood is establishment of urban infrastructure that promotes outdoor spaces. This essential component has been addressed through expansive seating areas associated for outdoor dining. A variety of park spaces, including the flex event lawn and a statement water feature, provide space for intimate gathering and larger programmed events.</p>	<p>Upon Substantial Completion</p>
--	------------------------------------

Redevelopment Goal No. 6 – Improve the walkability/bike-ability of Downtown and pedestrian and bicycle connectivity between Downtown and adjacent neighborhoods of the St. Johns River.

6a. Develop interconnected, attractive, and safe pedestrian and bikeable links between the Northbank and Southbank, among neighborhoods, activities, cultural and recreation assets, greenways, and open spaces, most specifically the Emerald Trail. Encourage development of the Hogan’s Creek and McCoy’s Creek Greenways and similar projects that provide multimodal recreational trails [T/E].

<ul style="list-style-type: none"> • N11 contributes towards a retail activated corridor with expanded public realms and open public spaces that provide a critical link connecting the Urban Core of Downtown and the Hogan Street Connector segment of the Emerald Trail to one of the designated Gateway Entry Sites for the Lavilla Heritage Trail. • Bike use for residents is promoted through the inclusion of convenient storage access within the building. 	<p>Upon Substantial Completion</p>
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6b. Restore two-way streets where possible [T/E].

<p>Developer to work with the City on the Pearl Street two-way project to incorporate a variety of measures that enhances traffic calming and promote pedestrian safety.</p>	<p>Upon Substantial Completion</p>
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6c. Optimize the design of Downtown streets for pedestrians; require sidewalks of sufficient width to ensure an adequate pedestrian clear zone; reduce travel lane width to reduce vehicle speed. Increase shade on sidewalks and in public spaces in accordance with design standards and plant shade trees wherever feasible [T/E to the extent Developer provides private property for widened sidewalk, provides shade trees in excess of those required by code].

<p>The public realm improvements for the N11 Building exceed the minimum code requirements in multiple ways focused on optimizing the pedestrian experience including public realm spaces that provide anywhere from an additional two to four feet of space on the typical street.</p>	<p>Upon Substantial Completion</p>
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6d. Support the creation of wide, visible, dedicated bike lanes or cycle tracks on designated streets; Install interesting and safe bicycle racks in appropriate locations throughout Downtown [T/E].

Developer will install at least one additional bike rack on Block N11 above the minimum Downtown Overlay Zone requirement.	Upon Substantial Completion
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6e. Create a compact and walkable Downtown through requiring a mixture of uses in each district so that housing, activities, retail, and other businesses are within useful walking distance, requiring buildings to have active facades at street level through a mixture of restaurants (including cafes with outdoor seating), retail, and services, and by requiring direct doorways and access to the street. Minimize blank walls and surface parking [T/E].

N11 is expected to provide 205 units and 21,000 square feet of ground floor retail (before any allowable downward adjustments), street or park facing linear retail frontage and shade that exceed Downtown Overlay minimums.	Upon Substantial Completion
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**EXHIBIT J
Disbursement Request Form**

**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 J cont.

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 K

Conceptual Renderings

4. Architectural Elevations

West Elevation (Pearl Street)



① WEST ELEVATION
SCALE 1/4" = 1'-0"
ANS

4. Architectural Elevations

North Elevation (Ashley Street)



① NORTH ELEVATION
SCALE 1" = 8'-0"
AWP

4. Architectural Elevations

East Elevation (Facing Porter House)



① EAST ELEVATION
SCALE 1" = 8'-0"
AWP

4. Architectural Elevations

South Elevation (Church Street)



① SOUTH ELEVATION
SCALE 1/4" = 1'-0"
ANSI

EXHIBIT L

JSEB Reporting Form

Business:

Goal: \$2,740,000

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 M

Annual Survey

[To be inserted]

Exhibit N

Prepared by and return to:

John Sawyer, Esq
Office of General Counsel
City of Jacksonville
117 West Duval St. 32202

PUBLIC ACCESS EASEMENT

This Public Access Easement (this “Easement”) is made as of _____, 2024 by **JAX PORTER LLC**, a Florida limited liability company (“Owner”), whose post office address is c/o Gateway Jax, LLC, 100 Laura Street, Suite 700, Jacksonville, Florida 32202, and the **CITY OF JACKSONVILLE**, a consolidated municipal and county political subdivision of the State of Florida (the “City”), whose post office address is 117 West Duval Street, Suite 400, Jacksonville, Florida 32202.

A. The Owner and City are parties to a Redevelopment Agreement dated _____ for the construction and development of a mixed-use multi-story building on that certain parcel of land described on Exhibit A attached hereto (the “Owner’s Parcel”) and in connection therewith Owner will receive certain economic development incentives (the “RDA”).

B. The Owner’s Parcel is contiguous with portions of the public rights of way along W. Ashley St., N. Pearl Street, W. Church Street, including approximately 3,498 feet and as legally described and generally depicted on Exhibit B attached hereto (the “Owner’s Easement Area”).

C. City is the fee simple owner of certain real property that is immediately adjacent to Owner’s Easement Area, approximately 18,089 square feet and as legally described and generally depicted on Exhibit C attached hereto (“City Right of Way”);

E. As a condition for receiving certain economic development incentives, the RDA requires Owner to construct certain improvements within the Owner’s Easement Area and the City Right of Way (collectively, the “Horizontal Streetscape Improvements”). The Horizontal Streetscape Improvements are more specifically defined in section 2.11 of the RDA and in Exhibit D attached hereto.

F. The Horizontal Streetscape Improvements are for the use and enjoyment of the public, and City and Owner have agreed it is in their mutual best interests that the Horizontal Streetscape Improvements should be maintained by City so that the aesthetic integrity of the areas on and around the Owner’s Parcel can be maintained.

G. The City and the Owner have entered into this Easement for the purpose of

allocating certain obligations and costs and evidencing their agreement to cooperate in the maintenance of the Horizontal Streetscape Improvements.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Owner hereby grants, dedicates and conveys to the City, for the use and benefit of the City, its successors and assigns, and the general public, a non-exclusive, unobstructed easement on, over, through and across the Owner's Easement Area, for the purpose of pedestrian ingress, egress, passage, use, and access on, over, through and across the sidewalk immediately adjacent to the building located within the Owner's Easement Area, and pedestrian, bicycle and other non-motorized vehicle ingress, egress, passage, use, and access on, over, through and across the Easement Area. Additionally, Owner hereby grants, dedicates and conveys to the City, for the use and benefit of the City, its successors and assigns, a non-exclusive, unobstructed easement on, over, through and across the Owner's Easement Area and for the purpose of City's maintenance, repair and replacement of the Horizontal Streetscape Improvements located within Owner's Easement Area.

2. Grant of License. City hereby grants Owner a license on, over, through and across the City Right of Way to install and construct the Horizontal Streetscape Improvements within the City Right of Way in accordance with the terms and conditions of the RDA, and at the election of the Owner at its sole cost and expense, to subsequently maintain, repair and replace such Horizontal Streetscape Improvements in coordination with the City's Department of Public Works.

3. Reservation of Rights. The easement rights granted in this Easement are non-exclusive in nature. To the extent that it does not unreasonably interfere with the purposes of this Easement or diminish the rights of the City, its successors and assigns, and the general public hereunder, Owner, for itself and its successors and assigns, hereby reserves the right to: (a) use the Owner's Easement Area for any lawful purpose, (b) grant additional easements and licenses to others over, across, and under the Owner's Easement Area, (c) construct and install improvements within the Owner's Easement Area as depicted on Exhibit D, including, but not limited to, driveways, roadways, entrances, sidewalks, landscaping, and other horizontal or vertical improvements.

4. Term. This Easement will expire on the later to occur of: (i) forty (40) years after Substantial Completion of the Improvements; or (ii) expiration of the useful life of the Improvements.

5. Maintenance. City will have the continuing obligation to maintain, repair and replace as necessary all portions of the Horizontal Streetscape Improvements located within the Owner's Easement Area, the City Right of Way including without limitation all lighting, hardscaping, benches, pavement and landscaping located within the Owner's Easement Area, the City Right of Way at City's sole expense to keep the same in good order, condition and repair consistent with City's standard maintenance practices for public rights of way. Owner may perform additional maintenance on the City Easement Area with prior written notice to

City and at Owner's sole cost and expense, and subject to the insurance requirements as set forth on Exhibit E attached hereto.

6. Right to Encumber. Owner may encumber the Owner's Easement Area with a mortgage and related security documents; provided, however, any such mortgage and related security documents shall be subordinate to the easements granted in this Easement.

7. Ownership of Horizontal Streetscape Improvements. Notwithstanding anything to the contrary in this Agreement, all Horizontal Streetscape Improvements located within the City Right of Way are for the use and enjoyment of the public and shall remain the property of City. Notwithstanding anything to the contrary in this Agreement, all Horizontal Streetscape Improvements located within the Owner's Easement Area are for the use and enjoyment of the public and shall remain the property of Owner. Upon termination of this Easement, City will own all Horizontal Streetscape Improvements located within the City Easement Area.

8. Release and Indemnification. Owner shall forever release, discharge, and indemnify City and save it harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage or any other damage, loss, cost, action, claim, suit, injury, liability, judgment and expense of whatever kind or nature (including without limitation reasonable attorneys' fees and costs, expert witness fees and court costs at all trial, administrative and appellate levels) arising from or out of any occurrence in, upon, at or from the Owner's Easement Area, Horizontal Streetscape Improvements within the Owner's Easement Area, or any part thereof, occasioned wholly or in part by any act or omission of Owner, its agents, contractors, employees, servants, licensees or concessionaires, including the failure of Owner to properly install the Horizontal Streetscape Improvements within the Owner's Easement Area; provided, however, the foregoing shall not apply to the extent any suits, actions, damages, liability and expense are caused by the gross negligence or intentional misconduct on the part of City; provided that this provision does not alter, amend or expend the parameters of Section 768.28, Florida Statutes. In the event that Owner assigns this Easement in connection with the conveyance of Owner's adjacent property to a new owner (the "New Owner"), then Owner's indemnification of the City as described herein shall relate to the period of time prior to such assignment and New Owner shall indemnify the City as required by this Section for the period of time following such assignment.

9. Insurance. See Exhibit E attached hereto and incorporated herein by this reference for the insurance requirements of Developer with regard to both the construction of the Project and the performance of enhanced maintenance by Developer.

10. Notices. All notices required or permitted under this Easement shall be given in writing at the following addresses and in the following manner. The addresses of Owner and the City are as follows:

Owner:
Jax Porter LLC
c/o Gateway Jax, LLC
100 Laura Street, Suite 700

Jacksonville, Florida 32202
Attn: Eric Shullman

City:
City of Jacksonville
117 West Duval Street
Jacksonville, Florida 32202
Attention: _____

With a required copy which shall not constitute notice to:

City of Jacksonville
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Government Operations

Any notice, request, or other communication required or permitted to be given under this Easement shall be in writing, addressed to each party at the address set forth above or such other address as provided by written notice by one party to the other, and shall be delivered by (i) hand delivery, (ii) commercial courier service (such as Federal Express), or (iii) United States registered or certified mail, return receipt requested, postage prepaid. Any such notice shall be considered delivered on the date of hand delivery, the date of delivery by commercial courier service, or the date that is three (3) days after deposit in the United States mail.

11. Running With Land. All provisions of this Easement, including the benefits and burdens, shall run with the title to the Owner's Parcel and are binding upon and inure to the benefit of the respective heirs, successors, and assigns of Owner and the City. The obligations and covenants of Owner hereunder (i) constitute covenants running with title to the Owner's Parcel, (ii) touch and concern the Owner's Parcel, and benefit the City Rights of Way, and (iii) bind all future owners of the Owner's Parcel as if such future owners were parties to this Easement in the place of Owner.

12. Representations and Warranties. Owner hereby represents and warrants that (i) Owner is the sole owner of the Owner's Parcel, (ii) it has the power and authority to grant the rights herein given, (iii) no consent to or approval of this Easement is required from any lender or other third party, and (iv) there are no mortgages encumbering any of the Owner's Parcel, except for those mortgages held by the mortgagees who have executed the consent and joinder of mortgagee attached hereto, if any.

13. Recitals; Exhibits. The recitals set forth in this Easement are true and correct. The recitals and all exhibits, schedules, and addenda attached hereto are incorporated herein by reference.

14. Controlling Law and Venue. This Easement shall be construed, interpreted, and controlled according to the laws of the State of Florida, without giving effect to principles of

conflict of laws, except where specifically pre-empted by Federal law. The parties agree that venue with respect to any state or federal litigation in connection with this Easement shall lie exclusively in Duval County, Florida.

15. Severability. The invalidity or unenforceability of any one or more provisions of this Easement shall not affect the validity or enforceability of the remaining portions of this Easement, or any part of this Easement not held to be invalid or unenforceable.

16. Estoppel. Either Owner or the City shall from time to time, within twenty (20) days after request by the other party (the "Requesting Party"), give an estoppel certificate to any purchaser, lender, entity, or person specified by the Requesting Party stating whether this Easement is still in effect as of the date of the estoppel certificate, stating whether the requesting party is in default under this Easement as of the date of the estoppel certificate, and containing such other matters as may be reasonably requested by Requesting Party.

17. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement.

18. Modification. This Easement may not be amended, modified, altered, or changed in any respect whatsoever, except by an amendment in writing duly executed by the parties hereto and recorded in the Public Records of Duval County, Florida.

[remainder of page intentionally blank; signature pages follow]

IN WITNESS WHEREOF, the undersigned set their hands and seals as of the date first above written.

Signed, sealed, and delivered
in the presence of:

OWNER:

JAX PORTER LLC, a Florida limited
liability company

Print Name: _____

Address: _____

Print Name: _____

Address: _____

By: _____

Name:

Title:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by JAX PORTER LLC, a Florida limited liability company, on behalf of the company. Such person is personally known to me or has produced _____ as identification.

Signature of Notary Public

Print Name: _____

Notary Public, State and County aforesaid

Commission No.: _____

My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

Name Printed: _____

Address: _____

Name Printed: _____

Address: _____

CITY:

CITY OF JACKSONVILLE, FLORIDA, a
municipal corporation and political subdivision
of the State of Florida

By: _____
Donna Deegan as Mayor

Attest:

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 _____, 2024, by
_____, for and on behalf of Mayor Donna Deegan, as aforesaid, and
James R. McCain, Jr., as Corporation Secretary, on behalf of the City of Jacksonville, a Florida
municipal corporation, who are personally known to me.

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

Form Approved (as to City):

Office of General Counsel

GC-#1634378-v1-Gateway_N11_Public_Access_Easement_and_Maintenance_Agreement.docx

[end of signature pages]

Exhibits

- Exhibit A Owner's Parcel Legal Description
- Exhibit B Owner's Easement Area Legal Description & General Depiction (depicted in RED on the map)
- Exhibit C City Right of Way Legal Description & General Depiction (depicted in YELLOW on the map)
- Exhibit D Horizontal Streetscape Improvements – (definition of Improvements for each area)
- Exhibit E Insurance Requirements of Owner

EXHIBIT A

Legal Description of the Owner's Parcel

[To be inserted after confirmation by survey]

EXHIBIT B

Legal Description & General Depiction of Owner's Easement Area (RED)

[To be inserted after confirmation by survey]

EXHIBIT C

Legal Description & General Depiction of City Right of Way (YELLOW)

[To be inserted after confirmation by survey]

EXHIBIT D

Horizontal Streetscape Improvements to be installed by Owner

Public realm improvements shall be as reflected in the Pearl Street District Block Multi-Phase Site plan Final Submittal approved by DDRB in the final approval letter dated October 17, 2023 which generally consist of the following:

- Hardscape concrete and pavers
- Landscape
- Street lights
- Garbage cans
- Benches
- Bike racks

EXHIBIT E

Insurance Requirements of Developer

Without modifying the parties' common law rights and obligations to each other and to third parties, Developer agrees to maintain commercial general liability insurance in connection with the Horizontal Streetscape Improvements in the following amounts:

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 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.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	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	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).

In addition, Developer shall name the City and Grantor as additional insureds in the commercial general liability policy. The commercial general liability insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better. The insurance provided by Developer shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or the City's members, officials, officers, employees and agents or by Grantor or its members, officials, officers, employees and agents. Developer shall also maintain such additional insurance in connection with the Horizontal Streetscape Improvements with such coverage amounts as are commercially reasonable based upon the intended use of the Horizontal Streetscape Improvements. Developer agrees, and will require its contractors, to indemnify, defend and hold harmless the City and Grantor and their respective agents, representatives, officers, officials, employees and assigns, from and against all and any loss, cost, damage, action, claim, suit, injury, liability, judgment and expense of whatever kind or nature (including without limitation reasonable attorneys' fees and costs, expert witness fees and court costs at all trial, administrative and appellate levels) (collectively, "Losses") incurred in connection with or arising out of (i) any contractors or assigns, related to this Agreement or the maintenance and operation of the Horizontal Streetscape Improvements, (ii) any breach of the terms or conditions of this Easement, and/or (iii) any injury (whether mental or corporeal), including death, to persons or damage to property or the Horizontal Streetscape Improvements in any manner resulting from or arising out of the installation, maintenance, failure to maintain, use, repair, destruction, removal or existence of the Horizontal Streetscape Improvements; provided, however, that the foregoing indemnification shall not be applicable to the extent caused by the sole negligence or willful misconduct of the City or Grantor or their respective agents, representatives, officers, officials, or employees. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Easement or otherwise. This paragraph will survive the expiration or termination of this Easement.

EXHIBIT O

Porter House Park Easement

Prepared by and Return to:

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

PORTER HOUSE PARK EASEMENT AND MAINTENANCE AGREEMENT

THIS PORTER HOUSE PARK EASEMENT AND MAINTENANCE AGREEMENT (this “Easement”) is made as of this ____ day of _____, 2024, by and among the **CITY OF JACKSONVILLE**, a consolidated municipal and county political subdivision of the State of Florida (“Grantee” or “City”), **510 N JULIA LLC**, a Florida limited liability company (“Grantor”), and **JAX PORTER LLC**, a Florida limited liability company (“Developer”). Capitalized terms used herein and not otherwise defined shall have the meaning as set forth in the Redevelopment Agreement (defined below).

RECITALS:

A. Grantor is the fee simple title owner of a parcel of land described on **Exhibit A** attached hereto (the “Porter House Park Parcel”), which parcel is contiguous with portions of the public rights of way along W. Ashley Street, W. Church Street, and N. Julia Street. Grantor is also the owner of that certain structure commonly know as “Porter House Mansion”, which structure is surrounded by the Porter House Park Parcel.

B. Within the Porter House Park Parcel are two areas of land as depicted and described on **Exhibit A-1** attached hereto as the “South Park Space” and the “North Park Space”. As shown on the depiction attached hereto as **Exhibit A-1**, the Porter House Park Parcel, and accordingly the South Park Space and North Park Space, does not include the “Kiosk Zone” (as further described below).

C. Developer is the owner of certain parcels of land adjacent to the Porter House Park Parcel as described on **Exhibit B** attached hereto (collectively, the “Developer Parcel”) and which are the subject of that certain Redevelopment Agreement dated _____ between the City, on the one hand, and Developer, respectively, on the other hand, for the construction and development of, inter alia, a project involving the development of the Development Parcel including the construction of a mixed use multi-story building (the “Redevelopment Agreement”).

D. As a condition for receiving certain economic development incentives, the

Redevelopment Agreement requires Developer to construct and maintain the Porter House Park Improvements, as defined in the Redevelopment Agreement, within the Porter House Park Parcel and, along with Grantor, agree to restrictions on the use of the Porter House Park Parcel as set forth in this Easement.

E. The Porter House Park Improvements are for the non-exclusive use and enjoyment of the City and the general public during the Term (defined below), and City, Grantor and Developer have agreed it is in their mutual interest that the Porter House Park Improvements be maintained by the Developer so that the aesthetic integrity of the areas on and around the Porter House Park Parcel can be maintained.

F. The City, Grantor, and Developer have entered into this Easement for the purpose of allocating certain obligations and costs and evidencing their agreement regarding public use and access and maintenance of the Porter House Park Improvements.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Purpose. It is the purpose of this Easement that the Porter House Park Parcel be used as a public park-type open space for the entirety of the Term (hereinafter defined) (the “Purpose”) and to prevent any unreasonable improvement, development or use of the Porter House Park Parcel that would be inconsistent with the Purpose.

2. Grant of Easement.

2.1 Grantor hereby bargains, sells, grants and conveys to Grantee a non-exclusive, perpetual, appurtenant easement on, over and across the Porter House Park Parcel for the purpose of outdoor fitness and recreational uses, the use of pedestrian and non-motorized vehicles such as scooters and electric bicycles (but excluding street licensed automobiles) for ingress and egress onto and through the Porter House Park Parcel, and for the use and benefit of Porter House Park Parcel as a public open space by the Grantee, its officers, employees, agents, contractors and invitees, and the general public. For the avoidance of doubt, the easement granted in this Section 2.1 does not include the Kiosk Zone.

2.2 Grantor hereby bargains, sells, grants and conveys to Developer a non-exclusive, perpetual, appurtenant easement on, over and across the Porter House Park Parcel and the Kiosk Zone for (a) the purpose of purpose of outdoor fitness and recreational uses, the use of pedestrian and non-motorized vehicles such as scooters and electric bicycles (but excluding street licensed automobiles) for ingress and egress onto and through the Porter House Park Parcel, and for the use and benefit of Porter House Park Parcel as a public open space and (b) constructing, installing, maintaining, replacing, repairing, and using the Porter House Park Improvements and the Kiosk.

2.3 Grantor hereby bargains, sells, grants and conveys to Developer an exclusive,

perpetual, appurtenant easement on, over and across the Kiosk Zone for the purpose of constructing, installing, maintaining, replacing, repairing and using the Kiosk.

3. Rights of the City. To accomplish the Purpose of this Easement, the following rights are conveyed to the City for the Term:

3.1 To prohibit any development or use of the Porter House Park Parcel that would unreasonably encumber, impede, limit or otherwise be incompatible with the Purpose of this Easement.

3.2 To enter upon and over the Porter House Park Parcel to monitor Developer's compliance with the terms of this Easement or to otherwise enforce the terms of this Easement in the event of a breach hereof.

4. Rules and Regulations. Developer shall develop hours of public access and reasonable rules and regulations in coordination with the City's Department of Parks, Recreation and Community Development and subject to the City's reasonable approval thereof, which hours, rules, and regulations shall be generally consistent with hours, rules, and regulations for City-owned parks of similar use and design.

5. Limitations and Restrictions.

5.1 Non-exclusive. The easement and all rights granted herein shall be non exclusive. To the extent that it does not unreasonably interfere with the Purpose or diminish the rights of the City and the general public hereunder, Grantor shall continue to enjoy the use of the Porter House Park Parcel for any and all purposes consistent with Grantee's rights hereunder. Neither Grantor nor Developer shall unreasonably interfere with use of Porter House Park Parcel by the general public, Grantee or Grantee's employees, agents, representatives, tenants, licensees, successors or other permittees, for pedestrian ingress or egress, and for public use of the Porter House Park Parcel as a public open space. Developer may temporarily close the Porter House Park Parcel and the Porter House Park Improvements as may be reasonably necessary for maintenance, repair or replacement and such temporary closure shall not count towards the amount of days for use of the Porter House Park Parcel for a Developer Exclusive event set forth in Section 6.2.

5.2 Intentionally deleted.

5.3 Reserved Rights. Grantor reserves unto itself, and its successors and assigns, the right to use, and to grant to others the right use, the Porter House Park Parcel for any and all lawful purposes that do not unreasonably interfere with the Purpose or the rights granted to the Grantee and the general public in this Agreement.

5.4 Kiosk. Subject to any governmental requirements and in accordance with all laws, rules and regulations attendant to the same, Developer may construct, build, install, maintain, repair, improve and operate a structure (the "Kiosk") to be utilized for

the sale of food and alcoholic and non-alcoholic beverages and certain goods and services and/or renting or licensing the right to operate such Kiosk to third party vendors for the sale of goods and services, over, on, upon and across the area shown on the depiction attached hereto as Exhibit A-1 as the “Kiosk Zone”; and construct, build, install, maintain and use utilities (whether such utilities currently exist or not), including, but not limited to, gas, electricity, water, garbage and sewer utilities, within the Kiosk Zone which shall run with the land and bind the interest of Grantor, its successors and assigns. Developer shall bear the cost and expense of the construction, repair and maintenance of the Kiosk as well as the cost and expense of installation of any new hook ups (or the expansion of existing utilities on the South Park Space as of the date of this Agreement) for utilities for the Kiosk. Developer shall not be obligated to pay to Grantor any rent, taxes, operating expenses or other occupancy or use charge in connection with the construction, installation or operation of the Kiosk.

6. Events.

6.1 Reservation or Permitting of Events. Subject to the requirements of applicable federal, state and local laws, rules, regulations, ordinances, permits, zoning and other governmental requirements and approvals (“Applicable Laws”), including, without limitation, Chapter 191, Jacksonville Ordinance Code, Developer may develop and use a reservation and/or permit process in coordination with the City’s Department of Parks, Recreation and Community Development and subject to the City’s reasonable approval thereof, to allow members of the general public to rent and use portions of the Porter House Park Parcel for specific events and gatherings to the exclusion of other members of the public (a “Reserved Event”).

6.2 Developer’s Exclusive Events. Notwithstanding anything to the contrary in this Easement, subject to any previously scheduled Reserved Events and City Events (hereinafter defined), Developer may temporarily close the Porter House Park Parcel and the Porter House Park Improvements and use the same for the exclusive use of residents, tenants and occupants of Developer’s development on the Developer Parcel (each, a “Developer Exclusive Event”). Developer may hold up to twenty-four (24) Developer Exclusive Events per year without City’s prior approval. A Developer Exclusive Event must occur within a single day, unless otherwise agreed to by Grantee in its sole discretion. Developer may hold additional Developer Exclusive Events within the Porter House Park Parcel upon the mutual agreement between the City and Developer.

6.3 City Events. City has the right to reserve the Porter House Park Parcel for events open to the general public (each, a “City Event”) so long as the City notifies Developer at least thirty (30) days prior to such City Event. Developer shall not be required to reschedule or cancel a Reserved Event, a Developer Exclusive Event, or a Developer Programmed Event in order to accommodate a City Event. City may hold up to twelve (12) City Events within the Porter House Park Parcel per year. A City Event must occur within a single day, unless otherwise agreed to by Developer in its sole discretion.

6.4 Developer Programmed Events. Subject to any previously scheduled Reserved Events and City Events, Developer shall coordinate events open to the general public on the Porter House Park Parcel (each, a “Developer Programmed Event”). Developer shall hold at least twelve (12) Developer Programmed Events within the Porter House Park Parcel per year. The Developer Programmed Events shall be placemaking initiatives developed in consultation with the City’s Department of Parks, Recreation and Community Development and Cultural Council.

7. Term. This Easement will expire on the date that is twenty (20) years from the Effective Date hereof (the “Term”).

8. Representations and Warranties. Grantor hereby represents and warrants that (i) Grantor is the sole owner of the Porter House Park Parcel, (ii) it has the power and authority to grant the rights herein given, (iii) no consent to or approval of this Easement is required from any lender or other third party, and (iv) there are no mortgages encumbering any of the Porter House Park Parcel, except for those mortgages held by the mortgagees who have executed the consent and joinder of mortgagee attached hereto, if any.

9. Maintenance Obligation.

9.1. Developer covenants and agrees for itself, its successors and assigns that during the Term, it shall perpetually maintain or cause to be maintained the Porter House Park Parcel and shall maintain, repair and replace all portions of the Porter House Park Improvements, to keep the same in good condition and in a manner that reasonably (i) provides for the orderly, safe and efficient use and operation of the Porter House Park Improvements, and (ii) causes the Porter House Park Improvements to look attractive and well maintained, including without limitation the following:

9.1.1. Regular mowing, fertilizing, pruning and maintenance of all landscaping.

9.1.2. Planting and replacing plants shrubs and trees in accordance with prudent landscaping policies.

9.1.3. Repair and replacement of all hardscaping, pavers, paved sidewalks and parking areas.

9.1.4. Cleaning, sweeping and maintaining all pavement and walkways, litter and rubbish removal.

9.1.5. Maintaining lighting, irrigation, tree wells, tree grates, planters, and any other equipment, or devices.

The foregoing shall be performed in consultation and coordination with the City’s Public Works Department and the maintenance standards shall not be less than the City’s maintenance standards, as the same may appear from time to time, for City parks of comparable quality to the Porter House Park Improvements and shall be in accordance

with all Applicable Laws. If the City modifies its maintenance standards for City parks of comparable quality to the Porter House Park Improvements, it shall promptly provide a copy of such modified maintenance standards and Developer shall not be obligated to comply with any modified maintenance standards until it has received a copy of the same.

10. **Park Maintenance and Programming Budget.** On or before October 1 of each year during the Term of this Easement, Grantor shall provide to the City a budget setting forth in detail the anticipated budget for maintenance, repairs and programming to occur for the twelve month period ending September 30 of each year, which shall be subject to the City's approval in its reasonable discretion.

11. Cost of Maintenance.

11.1. Developer's obligations set forth in this Easement, including without limitation, the perpetual maintenance, repair and replacement of the Porter House Park Improvements for the Term, shall be at its sole cost and expense.

11.2. Neither the City nor Grantor shall be obligated to maintain, repair or replace the Porter House Park Improvements or the Porter House Park Parcel.

12. Self-Help. Subject to the notice and cure provisions set forth in Section 14.1.1, either Grantor or City may, at its option without any obligation to do so, without waiving any claims for breach of this Easement, at any time thereafter, exercise self-help to attempt to remedy or mitigate the effect of any breach of this Easement and recover all actual and reasonable costs and expenses related thereto. Any default shall not limit or affect the rights of the public to access and use the Porter House Park Improvements and the Porter House Park Parcel as described herein. Each party shall be responsible for its own attorneys' fees and costs incurred in any action or proceeding against the other party to enforce the provisions of this Easement.

13. Insurance and Indemnity. Without modifying the parties' common law rights and obligations to each other and to third parties, Developer agrees to maintain commercial general liability insurance in connection with the Porter House Park Improvements in the following amounts:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$1,000,000	Personal/Advertising Injury
\$1,000,000	Products/Completed Operations

In addition, Developer shall name the City and Grantor as additional insureds in the commercial general liability policy. The commercial general liability insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better. The insurance provided by Developer shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or the City's members, officials, officers, employees and agents or by Grantor or its members, officials, officers, employees and agents.

Developer shall also maintain such additional insurance in connection with the Porter House Park Improvements with such coverage amounts as are commercially reasonable based upon the intended use of the Porter House Park. Developer agrees, and will require its contractors, to indemnify, defend and hold harmless the City and Grantor and their respective agents, representatives, officers, officials, employees and assigns, from and against all and any loss, cost, damage, action, claim, suit, injury, liability, judgment and expense of whatever kind or nature (including without limitation reasonable attorneys' fees and costs, expert witness fees and court costs at all trial, administrative and appellate levels) (collectively, "Losses") incurred in connection with or arising out of (i) any contractors or assigns, related to this Agreement or the maintenance and operation of the Porter House Park Improvements, (ii) any breach of the terms or conditions of this Easement, and/or (iii) any injury (whether mental or corporeal), including death, to persons or damage to property or the Porter House Park Improvements in any manner resulting from or arising out of the installation, maintenance, failure to maintain, use, repair, destruction, removal or existence of the Porter House Park Improvements; provided, however, that the foregoing indemnification shall not be applicable to the extent caused by the sole negligence or willful misconduct of the City or Grantor or their respective agents, representatives, officers, officials, or employees. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Easement or otherwise. This paragraph will survive the expiration or termination of this Easement.

14. Default.

14.1. Each of the following shall constitute an event of default (each, an "Event of Default") hereunder:

14.1.1. A breach by any party to this Easement of any term, covenant, condition, obligation or agreement under this Easement, 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. If the defaulting party objects to the claim within the above thirty (30) day (or ninety (90) day, as applicable) cure period, the parties will negotiate in good faith in an attempt to resolve the dispute and the parties may agree to mediate the dispute if the default cannot reasonably be cured within the above cure periods. Upon failure of such negotiations or mediation, either of which may be terminated by either party upon written notice, the parties shall have all rights available at law or in equity, providing, however, that Grantor shall have no right to terminate this Easement during the Term hereof.

14.1.2. The entry of a decree or order by a court having jurisdiction in the premises adjudging the defaulting party a 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 continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days; or

14.1.3. The institution by any party of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing by it 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.

14.2. Upon or at any time after the occurrence of an Event of Default:

14.2.1. Any non-defaulting party may seek all remedies available at law or in equity and all remedies shall be cumulative in nature. In no event, however, shall the any party be liable for any loss of revenue, indirect, incidental, special or consequential damages resulting from a breach of this Easement. In addition, City, in its sole discretion, may but shall not be obligated to undertake Developer's maintenance obligations hereunder and Developer shall reimburse the City for the City's costs in maintaining the Improvements under the maintenance terms set forth in this Easement, plus an administrative fee of ten percent (10%) of such costs. In such event, the City shall provide a periodic invoice to Developer for such maintenance costs and fees and Developer shall pay the invoice amount to the City within thirty (30) days after receipt of such invoice. If Developer fails to timely pay such invoice amount, interest will accrue on the unpaid amount at the highest lawful rate from the invoice date until the date paid. The City shall be entitled to pre-judgment interest on all amounts owed to the City hereunder.

14.3. Any claim for payment or reimbursement, and all costs and expenses under this Easement will be assessed against Developer and will constitute a lien against the Developer Parcel, having priority as of the recording of a notice of lien with respect thereto in the public records of Duval County, Florida; provided, however, that any such notice of lien will be subordinate to: (i) liens for taxes and other public charges which by applicable law are expressly made superior; and (ii) all liens recorded in the public records of Duval County, Florida prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien shall be junior and

subordinate to the notice of lien. Upon the timely curing by Developer of any default for which a notice of lien was recorded, the City shall promptly record a release of such notice of lien.

15. General

15.1. Notice. All notices required or permitted under this Easement shall be given in writing at the following addresses and in the following manner. The addresses of Developer, Grantor and the City are as follows:

Grantor:
510 N Julia LLC
7536 Philips Highway Suite 208
Jacksonville, Florida 32256
Attention: Adam Rigel

Developer:
Jax Porter LLC
c/o Gateway Jax, LLC
100 Laura Street, Suite 700
Jacksonville, Florida 32202
Attn: Eric Shullman

With a copy to:
Driver, McAfee, Hawthorne & Diebenow, PLLC
1 Independent Drive, Suite 1200
Jacksonville, Florida 32202
Attention: Cyndy Trimmer

City:
City of Jacksonville
117 West Duval Street
Jacksonville, Florida 32202
Attention: Public Works Department

With a required copy which shall not constitute notice to:

City of Jacksonville
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Government Operations

Any notice, request, or other communication required or permitted to be given under this Easement shall be in writing, addressed to each party at the address set forth above or such other address as provided by written notice by one party to the other, and shall be delivered by (i) hand

delivery, (ii) commercial courier service (such as Federal Express), or (iii) United States registered or certified mail, return receipt requested, postage prepaid. Any such notice shall be considered delivered on the date of hand delivery, the date of delivery by commercial courier service, or the date that is three (3) days after deposit in the United States mail.

15.2. Amendment. This Easement may be amended upon the written consent of the City, Developer, and Grantor. Any amendment to this Easement shall become effective upon recordation, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of this Easement.

15.3. Enforcement. This Easement is made for the benefit of the City, Developer and Grantor and the obligations created hereunder may be enforced by any of the foregoing by any means available at law or in equity.

15.4. Binding Effect; Covenants Running with the Land. This Easement shall be binding upon and enforceable by and shall inure to the benefit of the City and its successors and assigns, and the Grantor, the Developer, and their respective successors and assigns who own the Porter House Park Parcel or Development Parcel, as the case may be. The obligations and covenants of the Grantor and each Developer hereunder are independent, several, and (i) constitute covenants running with title to the Porter House Park Parcel and the Development Parcel, (ii) touch and concern the Porter House Park Parcel and the Development Parcel, and (iii) bind all future owners of Porter House Park Parcel and the Development Parcel as if such future owners were parties to this Easement in the place of Developer or Grantor.

15.5. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

15.6. Severability. Whenever possible, each provision of this Easement shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Easement to any party shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Easement are declared to be severable.

15.7. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

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

15.9. Entire Agreement. Except as specifically referenced herein, this Easement 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.

15.10. Waivers. All waivers, amendments or modifications of this Easement 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 Easement, 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.

15.11. Independent Contractor. In the performance of this Easement, Developer and Grantor will each be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer 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 the performance of this Easement.

15.12. Exemption of City. Neither this Easement 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.

15.13. Venue; Applicable Law; Attorneys' Fees. All legal actions arising out of or connected with this Easement 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 Easement. Each party shall be responsible for its own attorneys' fees and costs related to this Easement.

15.14. Contract Administration. The City's Director of Public Works or his or her designee, shall act as the designated representatives of the City to coordinate communications between City, Developer, and Grantor regarding the administration of this Easement and to otherwise coordinate and facilitate the performance of the obligations of City under this Easement. Adam Rigel or [his/her] designee, shall act as the designated representative of Grantor to coordinate communications between Grantor, Developer, and City regarding the administration of this Easement and to otherwise coordinate and facilitate the performance of the obligations of Grantor under this Easement. Eric Shullman or [his/her] designee, shall act as the designated representative of Developer to coordinate communications between Grantor, Developer, and City regarding the administration of this Easement and to otherwise coordinate and facilitate the performance of the obligations of Developer under this Easement.

15.15. Authority to Monitor Compliance. The City's Director of Public Works or his or her designee shall have the authority (at no cost to the Grantor or Developer) to monitor compliance by Developer and Grantor with this Easement.

15.16. Discrimination. Neither Grantor nor Developer shall 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 use, occupancy, maintenance, tenure or enjoyment of all or any part of the Porter House Park Improvements, nor shall Grantor, Developer or any person claiming under or through them establish or permit any such practice or practices of discrimination or segregation with the reference to the selection, location, number, use of occupancy of contractors, subcontractors or vendees.

15.17. Civil Rights. Grantor and 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 City Ordinance Code, and further agree that in its operation under this Easement it will not discriminate against anyone on the basis of race, color, age, disability, sex or national origin.

15.18. Estoppel. Developer, Grantor, or the City shall from time to time, within twenty (20) days after request by any of the other parties (the "Requesting Party"), give an estoppel certificate to any purchaser, lender, entity, or person specified by the Requesting Party stating whether this Easement is still in effect as of the date of the estoppel certificate, stating whether the requesting party is in default under this Easement as of the date of the estoppel certificate, and containing such other reasonable ascertainable factual matters as may be reasonably requested by Requesting Party.

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IN WITNESS WHEREOF, the undersigned set their hands and seals as of the date first above written.

Signed and sealed in the presence of:

CITY OF JACKSONVILLE

Print Name: _____
Address: _____

By: _____
Donna Deegan, Mayor

Print Name: _____
Address: _____

Attest:

James R. McCain, Jr.,
Corporation Secretary

(SEAL)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 202_ by Donna Deegan and James R. McCain, Jr., the Mayor and Corporation Secretary, respectively, of the City of Jacksonville, a municipal corporation, on its behalf, who are ____ personally known to me or who provided _____ as identification.

Print Name: _____
NOTARY PUBLIC
State of Florida at Large
Commission# _____
My Commission Expires: _____
Personally Known to me ____ or Produced

I.D. _____ [check one of the above]

Form Approved (as to the City only):

Office of General Counsel

GC-#1631003-v7-Porter_House_Park_Easement_and_Maintenance_Agreement.DOCX

Signed and sealed in the presence of:

510 N JULIA LLC,
a Florida limited liability company

Print Name: _____
Address: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, _____, by _____, the _____ of 510 N Julia LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as Identification.

Notary Public-State of _____
Commission Number: _____

[Affix Notary Seal]

Signed and sealed in the presence of:

JAX PORTER LLC,
a Florida limited liability company

Print Name: _____
Address: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this ____ day of _____, _____, by
_____, the _____ of Jax Porter LLC, a Florida limited
liability company, on behalf of the company, who is personally known to me or has
produced _____ as Identification.

Notary Public-State of _____
Commission Number: _____

[Affix Notary Seal]

EXHIBIT A

Legal Description of Porter House Park Parcel

[To be inserted after confirmation by survey]

EXHIBIT A-1

Depiction of South Parcel Space and North Park Space

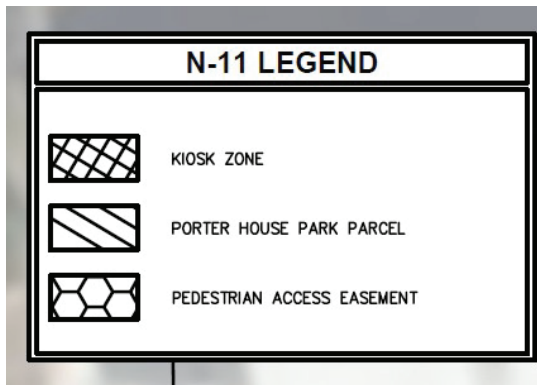
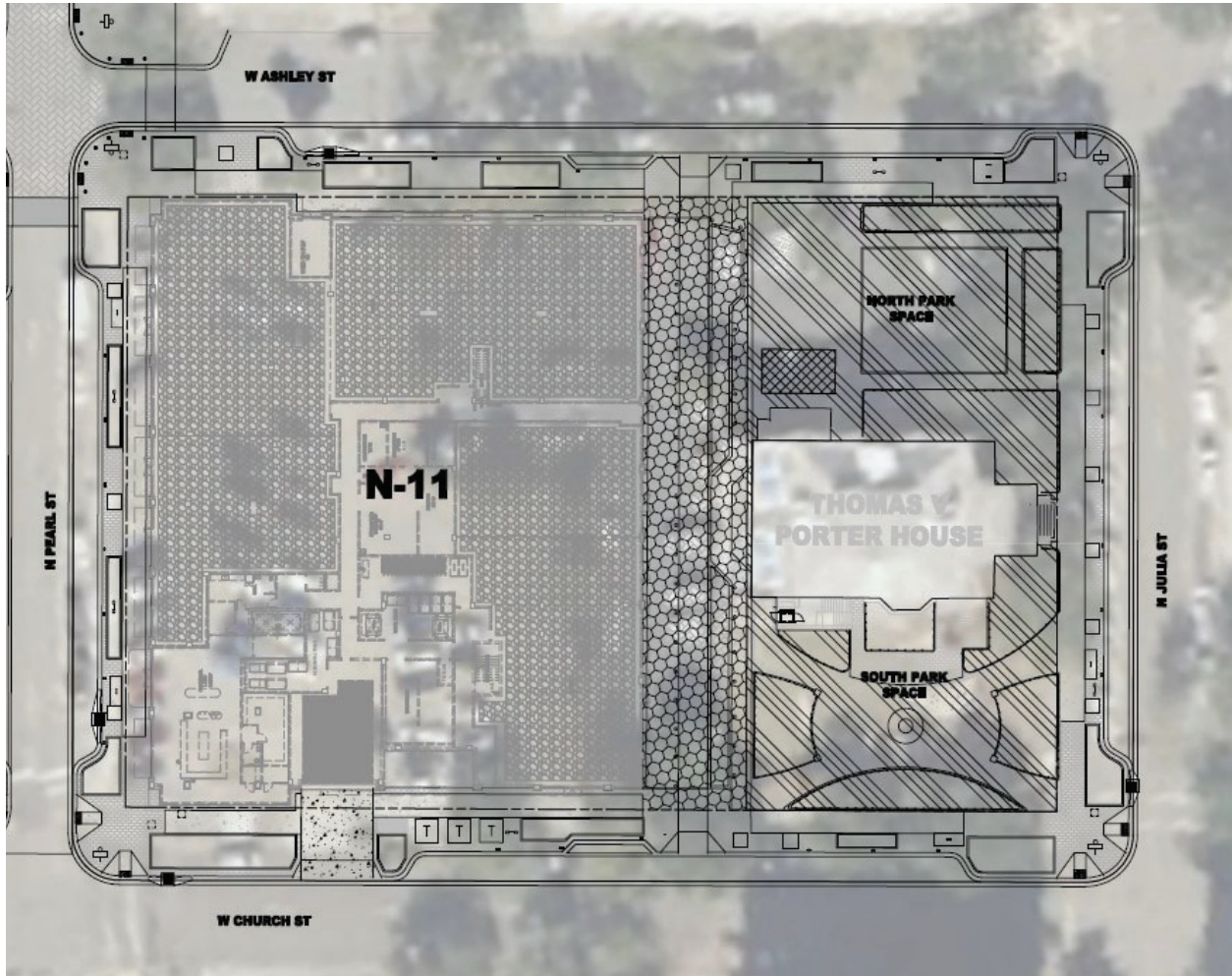


EXHIBIT B

Legal Description of Development Parcel

[To be inserted after confirmation by survey]

EXHIBIT P

North-South Private Drive Easement

Prepared by and return to:

John Sawyer, Esq
Office of General Counsel
City of Jacksonville
117 West Duval St. 32202

**PUBLIC ACCESS EASEMENT
(North-South Private Drive)**

This Public Access Easement (this “Easement”) is made as of _____, 2024 by **JAX PORTER LLC**, a Florida limited liability company (“Owner”), whose post office address is c/o Gateway Jax, LLC, 100 Laura Street, Suite 700, Jacksonville, Florida 32202, and the **CITY OF JACKSONVILLE**, a consolidated municipal and county political subdivision of the State of Florida (the “City”), whose post office address is 117 West Duval Street, Suite 400, Jacksonville, Florida 32202.

A. The Owner and City are parties to a Redevelopment Agreement dated _____ for the construction and development of a mixed-use multi-story building on that certain parcel of land described on **Exhibit A** attached hereto (the “Project Parcel”) and in connection therewith Owner will receive certain economic development incentives (the “RDA”).

B. As a condition for receiving certain economic development incentives, the RDA requires Owner to construct certain sidewalk, drive aisle, and hardscape improvements (the “Improvements”) within a portion of Project Parcel as generally depicted and legally described on **Exhibit B** attached hereto (the “Owner’s Easement Area”).

C. The Improvements are for the use and enjoyment of the public, and City and Owner have agreed it is in their mutual best interests that the Improvements should be maintained by Owner so that the aesthetic integrity of the areas on and around the Project Parcel can be maintained.

D. The City and the Owner have entered into this Easement for the purpose of allocating certain obligations and costs and evidencing their agreement to cooperate in the maintenance of the Improvements.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.** Owner hereby grants, dedicates and conveys to the City, for the

use and benefit of the City, its successors and assigns, and the general public, a non-exclusive, unobstructed easement on, over, through and across the Owner's Easement Area, for the purpose of pedestrian ingress, egress, passage, use, and access on, over, through and across the sidewalk located within the Owner's Easement Area, and pedestrian, bicycle and other non-motorized vehicle ingress, egress, passage, use, and access on, over, through and across the Owner's Easement Area.

2. Reservation of Rights. The easement rights granted in this Easement are non-exclusive in nature. To the extent that it does not unreasonably interfere with the purposes of this Easement or diminish the rights of the City, its successors and assigns, and the general public hereunder, Owner, for itself and its successors and assigns, hereby reserves the right to: (a) use the Owner's Easement Area for any lawful purpose, including an outdoor seating area, (b) grant additional easements and licenses to others over, across, and under the Owner's Easement Area, (c) construct and install improvements, including, but not limited to, driveways, roadways, entrances, sidewalks, landscaping, and other horizontal or vertical improvements.

3. Term. The Easements defined herein will expire at the later to occur of: (i) forty (40) years from the Effective Date hereof; or (ii) upon the expiration of the useful life of the Improvements.

4. Maintenance. Owner will have the continuing obligation to maintain, repair and replace as necessary all portions of the Improvements located within the Owner's Easement Area, at Owner's sole expense to keep the same in good order, condition and repair. Owner shall be entitled to include the costs of such maintenance toward its annual contribution under the Minimum Required Park Maintenance and Programming Budget on a dollar-for-dollar basis (as that term is defined in the RDA) as set forth in the RDA.

5. Right to Encumber. Owner may encumber the Owner's Easement Area with a mortgage and related security documents; provided, however, any such mortgage and related security documents shall be subordinate to the easements granted in this Easement.

6. Ownership of Improvements. Notwithstanding anything to the contrary in this Agreement, all improvements located within the Owner's Easement Area are for the use and enjoyment of the public and shall remain the property of Owner.

7. Notices. All notices required or permitted under this Easement shall be given in writing at the following addresses and in the following manner. The addresses of Owner and the City are as follows:

Owner:

Jax Porter LLC
c/o Gateway Jax, LLC
100 Laura Street, Suite 700
Jacksonville, Florida 32202
Attn: Eric Shullman

City:
City of Jacksonville
117 West Duval Street
Jacksonville, Florida 32202
Attention: _____

With a required copy which shall not constitute notice to:

City of Jacksonville
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Government Operations

Any notice, request, or other communication required or permitted to be given under this Easement shall be in writing, addressed to each party at the address set forth above or such other address as provided by written notice by one party to the other, and shall be delivered by (i) hand delivery, (ii) commercial courier service (such as Federal Express), or (iii) United States registered or certified mail, return receipt requested, postage prepaid. Any such notice shall be considered delivered on the date of hand delivery, the date of delivery by commercial courier service, or the date that is three (3) days after deposit in the United States mail.

8. Running With Land. All provisions of this Easement, including the benefits and burdens, shall run with the title to the Project Parcel and are binding upon and inure to the benefit of the respective heirs, successors, and assigns of Owner. The obligations and covenants of Owner hereunder (i) constitute covenants running with title to the Project Parcel, (ii) touch and concern the Project Parcel, and (iii) bind all future owners of the Project Parcel as if such future owners were parties to this Easement in the place of Owner.

9. Representations and Warranties. Owner hereby represents and warrants that (i) Owner is the sole owner of the Project Parcel, (ii) it has the power and authority to grant the rights herein given, (iii) no consent to or approval of this Easement is required from any lender or other third party, and (iv) there are no mortgages encumbering any of the Project Parcel, except for those mortgages held by the mortgagees who have executed the consent and joinder of mortgage attached hereto, if any.

10. Recitals; Exhibits. The recitals set forth in this Easement are true and correct. The recitals and all exhibits, schedules, and addenda attached hereto are incorporated herein by reference.

11. Controlling Law and Venue. This Easement shall be construed, interpreted, and controlled according to the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. The parties agree that venue with respect to any state or federal litigation in connection with this Easement shall lie

exclusively in Duval County, Florida.

12. Severability. The invalidity or unenforceability of any one or more provisions of this Easement shall not affect the validity or enforceability of the remaining portions of this Easement, or any part of this Easement not held to be invalid or unenforceable.

13. Estoppel. Either Owner or the City shall from time to time, within twenty (20) days after request by the other party (the “Requesting Party”), give an estoppel certificate to any purchaser, lender, entity, or person specified by the Requesting Party stating whether this Easement is still in effect as of the date of the estoppel certificate, stating whether the requesting party is in default under this Easement as of the date of the estoppel certificate, and containing such other matters as may be reasonably requested by Requesting Party.

14. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement.

15. Modification. This Easement may not be amended, modified, altered, or changed in any respect whatsoever, except by an amendment in writing duly executed by the parties hereto and recorded in the Public Records of Duval County, Florida.

[remainder of page intentionally blank; signature pages follow]

IN WITNESS WHEREOF, the undersigned set their hands and seals as of the date first above written.

Signed, sealed, and delivered
in the presence of:

Print Name: _____

Address: _____

Print Name: _____

Address: _____

STATE OF _____

COUNTY OF _____

OWNER:

JAX PORTER LLC, a Florida limited liability
company

By: _____

Name:

Title:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by JAX PORTER LLC, a Florida limited liability company, on behalf of the company. Such person is personally known to me or has produced _____ as identification.

Signature of Notary Public

Print Name: _____

Notary Public, State and County aforesaid

Commission No.: _____

My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

Name Printed: _____

Address: _____

Name Printed: _____

Address: _____

CITY:

CITY OF JACKSONVILLE, FLORIDA, a
municipal corporation and political subdivision of
the State of Florida

By: _____

Donna Deegan as Mayor

James R. McCain as 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 _____, 2024, by _____,
for and on behalf of Mayor Donna Deegan, as aforesaid, and James R. McCain, Jr., as
Corporation Secretary, on behalf of the City of Jacksonville, a Florida municipal corporation,
who are personally known to me.

Notary Public, State of Florida

Print Name: _____

Commission No. _____

My Commission Expires: _____

Form Approved (as to City):

Office of General Counsel

GC-#1634060-v2-Gateway_N4_North-South_Drive_Public_Access_easement.docx

[end of signature pages]

Exhibits

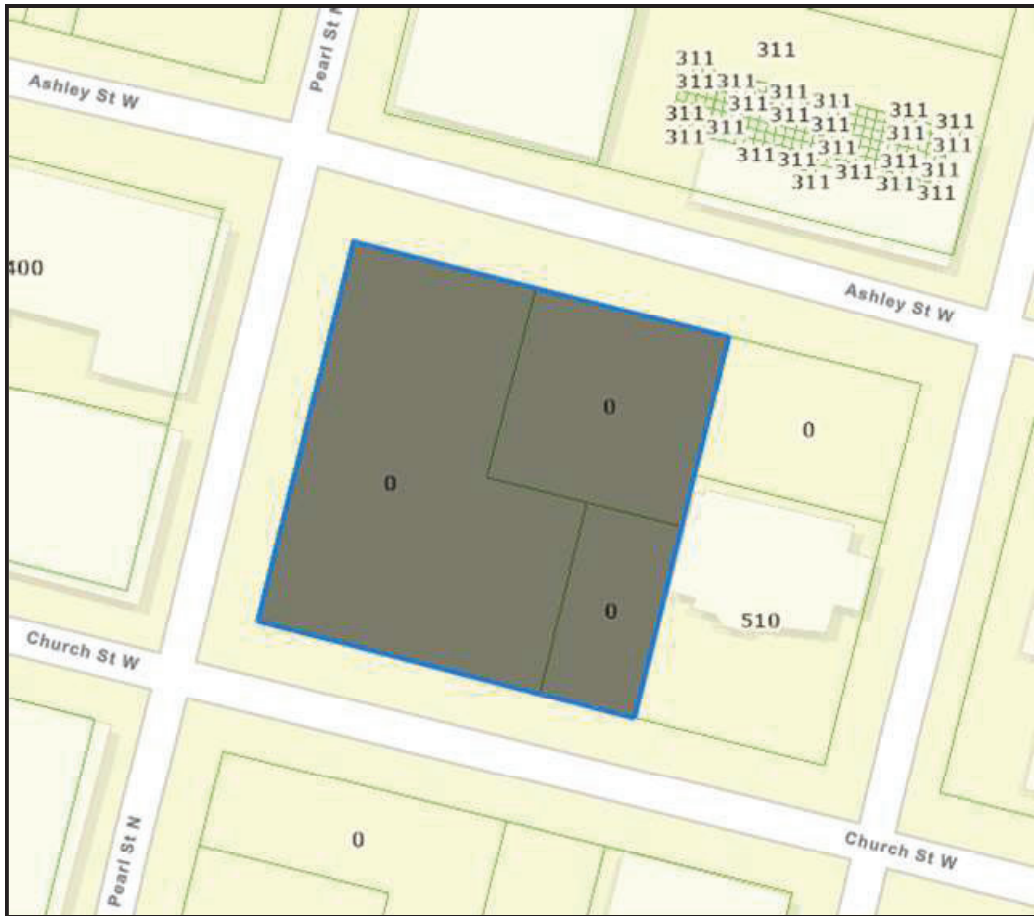
Exhibit A Project Parcel Legal Description

Exhibit B Owner's Easement Area Legal Description (depicted in [PURPLE] on the map)

EXHIBIT A

Legal Description of the Project Parcel

Denoted as N11 on master development maps, includes approximately 44,519 square feet (1.02 acres) of land bounded by W Ashley Street to the north, the Porter Mansion property to the east, W Church Street to the south, and N Pearl Street to the west inclusive of parcel RE#s 073847 0000, 073847 0100, 073851 0010.



	RE#	Street Address	App SF	App Acres	Current Owner
N11	073847 0000	0 Ashley St W	27,661	0.64	Jax Porter LLC
N11	073847 0100	0 Church St W	5,532	0.13	Jax Porter LLC
N11	073851 0010	0 Ashley St W	11,326	0.26	Jax Porter LLC
			44,519	1.02	

EXHIBIT B

Legal Description and Depiction of Owner's Easement Area [PURPLE]

[To be inserted after confirmation by survey]

EXHIBIT Q to RDA

Non-Foreign Entity Affidavit

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared _____, who being first duly sworn, on oath deposes and says under penalty of perjury that he/she is the _____ of Jax Porter LLC, a Florida limited liability company (“Developer”), who is or may be a recipient of certain economic incentives from CITY OF JACKSONVILLE, a political subdivision and municipal corporation of the State of Florida, and the Downtown Investment Authority, a community redevelopment agency of the City of Jacksonville, including but not limited to a REV Grant and Completion Grant, and hereby attests, affirms and certifies that (i) I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit, (ii) Developer is not owned or controlled by the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a “Foreign Country of Concern”), including any agency of or any other entity of significant control of such Foreign Country of Concern; where “controlled by” means having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise, and a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; and (iii) Developer is not an entity that is a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity. The undersigned does hereby execute this affidavit for the purpose of complying with the provisions of Section 288.0071, Florida Statutes, Economic Incentives to Foreign Countries of Concern Prohibited.

DATED as of _____, 202_.

Print Name: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 202_, by _____ as _____ of _____, a _____ corporation, on behalf of said corporation. Said individual [] is personally known to me or [] has produced _____ as identification.

Name: _____

NOTARY PUBLIC, State of Florida

(SEAL)

Serial Number (if any) _____

My Commission Expires: _____

TOWER CRANE LICENSE AGREEMENT

THIS TOWER CRANE LICENSE AGREEMENT (“Agreement”) is made this ___ day of _____, 2024 (the “Effective Date”) by and among **OSPREY RIVER LLC**, a Florida limited liability company, (the “N4 Developer”) **606 PEARL ST LLC**, a Florida limited liability company (the “N8 Developer”), and **JAX PORTER LLC** a Florida limited liability company (the “N11 Developer” and together, jointly and severally with the N4 Developer and the N8 Developer, “Developer”), and the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of Florida, whose address is 117 West Duval Street, Jacksonville, Florida 32202 (“Owner”).

RECITALS:

A. Pursuant to the terms of that certain Redevelopment Agreement between N4 Developer and Owner dated _____, 2024 (the “N4 RDA”), N4 Developer owns those certain parcels of land as described in Exhibit A attached hereto (the “N4 Parcel”), on which N4 Developer intends to construct certain Improvements as defined in the N4 RDA (the “N4 Improvements”).

B. Pursuant to the terms of that certain Redevelopment Agreement between N8 Developer and Owner dated _____, 2024 (the “N8 RDA”), N8 Developer owns that those certain parcels of land as described in Exhibit B attached hereto (the “N8 Parcel”), on which N8 Developer intends to construct certain Improvements as defined in the N8 RDA (the “N8 Improvements”).

C. Pursuant to the terms of that certain Redevelopment Agreement between N11 Developer and Owner dated _____, 2024 (the “N11 RDA”), N11 Developer owns those certain parcels of land as described in Exhibit C attached hereto (the “N11 Parcel”, and together with the N4 Parcel and the N8 Parcel, the “Project Parcel”), on which N11 Developer intends to construct certain Improvements as defined in the N11 RDA (the “N11 Improvements” and together with the N4 Improvements and the N8 Improvements, the “Project”).

D. Owner is the fee owner of certain rights of way located adjacent to or in the proximity of the Project Parcel and located within the blue dashed boundary on the map attached hereto on Exhibit D attached hereto (“Owner Parcels”).

E. Developer requires the use of [_____] tower cranes (the “Cranes”) to construct the Project on the Project Parcel.

F. The Cranes will be located on the Project Parcel, but the boom of the Crane may from time to time swing across and remain stationary above the Owner Parcels during construction.

G. Owner and Developer agree to permit the Crane Encroachments (defined below) pursuant to the terms of this Agreement, as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. License. During construction of the Project on the Project Parcel, Owner hereby grants Developer a non-exclusive right and license to the air rights over that portion of the Owner Parcels located within the radius of each of the Crane booms as depicted on Exhibit G attached hereto and incorporated herein by this reference (the "License Area") to operate (and utilize the boom of) and swing the Crane booms over the License Area ("Crane Encroachments"); provided that, Developer shall not have any right to carry any loads over the Owner Parcels or adjacent road rights of way except as approved in writing by the Downtown Investment Authority or Public Works Department of City of Jacksonville, from time to time in accordance with the maintenance of traffic program to be approved in connection with the Project, The booms shall at all times be at a sufficient height so that they do not interfere with any improvements on the Owner Parcels or public pedestrian and vehicular use of the Owner Parcels, but in any event the booms shall at all times remain within the radius depicted on Exhibit G attached hereto. Notwithstanding anything in this Agreement to the contrary, no advertising, flags, banners, placards, or signage (other than as required by law) shall be hung from, attached to, or displayed in connection with the Cranes or related equipment. The license granted hereby shall automatically terminate upon the earlier of (w) the date that the last portion of the N4 Improvements the N8 Improvements, and the N11 Improvements are open to customers, (x) the abandonment of the Project by Grantee for a period of more than forty (40) consecutive business days, as may be extended for any Force Majeure Event (as such term is defined in the N4 RDA and/or the N8 RDA), (y) ninety (90) days after the Completion of the N4 Improvements, the N8 Improvements, and the N11 Improvements, and (z) _____, 202_.

2. Damage. Developer shall at its sole cost and expense promptly repair any damage to the Owner Parcels and adjacent road rights of way arising out of Developer's construction activities and restore the same to their condition immediately prior to such construction activities.

3. Indemnification. See Exhibit E attached hereto and incorporated herein by reference.

4. Insurance. See Exhibit F attached hereto and incorporated herein by reference.

5. Owner Representations. Owner represents that it is the fee owner of the Owner Parcels and is authorized to enter into this Agreement.

6. Compliance with Laws. Developer represents and warrants that it will obtain all permits, licenses and governmental approvals necessary in connection with the use of the Cranes at the Project Parcel, and Developer shall assemble, operate, utilize, and disassemble the Cranes in accordance with (i) all applicable laws, rules and regulations including, without limitation, the Occupational Safety and Health Act of 1970 (OSH Act) (29 USC §651 et seq.; 29 CFR Parts 1900 to 2400), and (ii) all current practices and standards published by the American National Standards Institute (ANSI) and the American Society of Mechanical Engineers (ASME) (including, without limitation, the ANSI/ASME B30 standard series) to the extent applicable to the assembly, disassembly, use and operation of the Cranes. 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.

7. Notice. Whenever a party desires or is required to give notice unto the other, it must be given by written notice delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

To Developer

c/o Gateway Jax, LLC
100 Laura Street, Suite 700
Jacksonville, Florida 32202
Attn: Eric Shullman

With a Copy to:

Cyndy Trimmer, Esq.
Driver, McAfee, Hawthorne & Diebenow, PLLC
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

To Owner:

Chief, Real Estate Division
Department of Public Works
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202

With a Copy to:

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

8. Entire Agreement; Applicable Law. This Agreement represents the entire agreement of the parties and may not be amended except by written agreement duly executed by both of the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

9. Severability. All provisions herein are intended to be severable. If any provision or part hereof is deemed void or unenforceable by any court of competent jurisdiction, then the remaining provisions shall continue in full force and effect.

10. Amendment. This Agreement may be amended by the parties hereto only upon the execution of a written amendment or modification signed by the parties.

11. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, not to be unreasonably withheld, conditioned or delayed. Any assignee authorized hereunder shall enter into an assignment and assumption agreement in form and content acceptable to the other party in its reasonable discretion.

12. Attorneys' Fees. In connection with any litigation, including appellate proceedings, arising out of this Easement Agreement, each party shall be responsible for its own attorneys' fees and costs.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. A facsimile or electronically delivered (such as via pdf) signature shall be deemed an original signature.

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

Developer:

OSPREY RIVER LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

606 PEARL ST LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

JAX PORTER LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

[signatures continue on following page]

Owner:

CITY OF JACKSONVILLE

By: _____
Donna Deegan, Mayor

ATTEST:

James R. McCain, Jr.
Corporation Secretary

Form Approved:

Office of General Counsel

GC-#1631418-v5-Gateway_-_Tower_Crane_License_Agreement.DOCX

EXHIBIT A

Legal Description of Project Parcel

[N4 Parcel Legal Description to be provided when confirmed by survey]

EXHIBIT B

Legal Description of N8 Parcel

[N8 Parcel legal description to be provided when confirmed by survey]

EXHIBIT C

Legal Description of N11 Parcel

[N11 Parcel legal description to be provided when confirmed by survey]

EXHIBIT D

Depiction of Owner Parcels

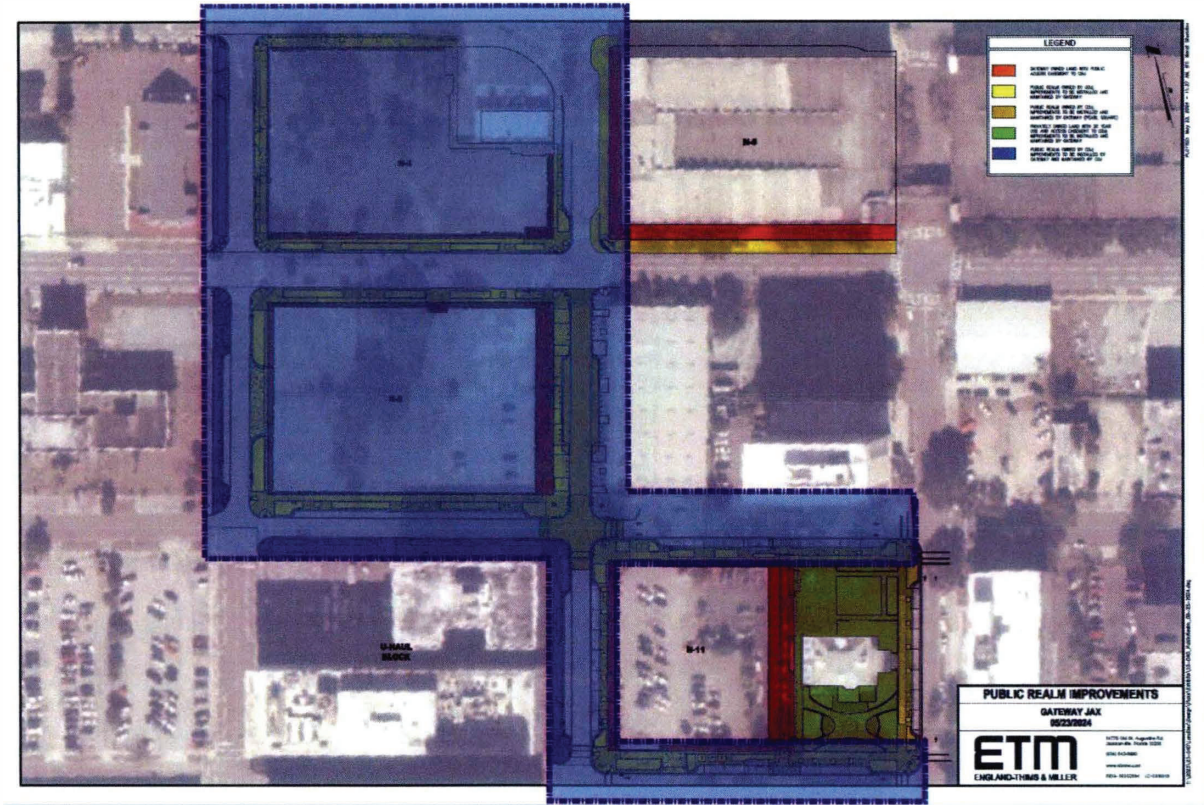


EXHIBIT E

Indemnification Requirements

Developer (collectively the “Indemnifying Party”) shall hold harmless, indemnify, and defend the City of Jacksonville, DIA and their respective members, officers, officials, employees and agents (collectively the “Indemnified Parties”) from and against any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability , for any act, error or omission, negligence, recklessness or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, to the extent caused by the Indemnifying Party’s exercise of its rights pursuant to this Agreement; and

2. Environmental Liability, arising from any act, error or omission, negligence, recklessness or intentionally wrongful conduct of the Indemnifying Party in the performance of the activities established in Section 1 of the Agreement; and

3. Intentionally omitted.

If an Indemnifying Party is obligated to fulfill its indemnity obligations under this Agreement, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Parties of the applicable claim or liability, and (2) allow Indemnifying Parties, at its own expense, to participate in the litigation of such claim or liability to protect their interests. **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 the Agreement or otherwise. The provisions of this Exhibit C shall survive the expiration or earlier termination of this Agreement.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

EXHIBIT F

Insurance Requirements

Without limiting its liability under this Agreement, Developer shall or shall require its "General Contractor" 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 Developer or General Contractor shall, except to the extent provided in the final paragraph of this Exhibit, require its, first tier subcontractors to provide, as applicable), insurance of the types and limits not less than amounts stated below which coverages may, to the extent applicable, be procured by a Controlled Insurance Program/WRAP "CIP" program.:

Insurance Coverages

Schedule

Limits

**Worker's Compensation
Employer's Liability**

Florida Statutory Coverage
\$ 500,000 Each Accident
\$ 500,000 Disease Policy Limit
\$ 500,000 Each Employee/Disease

This insurance shall cover General Contractor (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. In the event Developer has no employees, it shall not be obligated to maintain Worker's Compensation/Employer's Liability Insurance.

Commercial General Liability

\$10,000,000 General Aggregate
\$10,000,000 Products & Comp. Ops. Agg.
\$10,000,000 Each Occurrence

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.

Riggers Liability

\$1,000,000 Per Occurrence

Such insurance shall cover the General Contractor's Liability for damage to property that the

General Contractor does not own is while such property is under the General Contractor's control, being lifted, on the hook, or installed.

Automobile Liability \$1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the 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). In the event Developer has no owned or leased vehicles, it shall not be obligated to maintain Automobile Liability Insurance.

Excess or Umbrella Liability \$10,000,000 each occurrence and annual aggregate

To the extent that Developer's and General Contractor's policies are not "claims based" policies, their Commercial General Liability and Excess or Umbrella Liability policies shall remain in force throughout the duration of the project and until the work is completed. Developer and General Contractor shall specify Owner as an additional insured for all coverage except Workers' Compensation, Employer's Liability and All Risk Property Damage. Such insurance shall be primary to any and all other insurance or self-insurance maintained by Owner. Developer and General Contractor shall include a Waiver of Subrogation on all required insurance in favor of Owner, its board members, officers, employees, agents, successors and assigns. Such insurance shall be written by a company or companies licensed to do business in the State of Florida with an AM Best rating of at least A-. Prior to commencement of construction, certificates evidencing the maintenance of Developer's and General Contractor's insurance shall be furnished to Owner for approval. Developer's and General Contractor's 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. The insurance certificates shall provide that no cancellation including expiration and nonrenewal, shall be effective until at least thirty (30) days after receipt of written notice by Owner. Developer and General Contractor shall provide new or renewal certificates of insurance to Owner upon expiration of said certificates in a timely manner to evidence continuous coverage. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Developer and General Contractor. Developer and General Contractor shall submit contractors' Certificates of Insurance to Owner prior to allowing contractors to accessing the Project Parcel.

Notwithstanding anything contained within this Exhibit F, Developer shall not be in default for failure to provide a particular coverage required from a contractor, subcontractor, laborer, materialman or supplier provided that in all cases Developer obtains the coverage required to be obtained by Developer under this Exhibit F and the coverage provided by Developer provides the Owner with coverage for the actions of the contractor, subcontractor, laborer, materialman or supplier as to the loss insured under the applicable Developer policy.

EXHIBIT G

Depiction of Maximum Crane Boom Radius

[To be provided when confirmed by survey]