

**ORTEGA HILLS CONNECTOR ROAD
COST DISBURSEMENT AGREEMENT**

THIS ORTEGA HILLS CONNECTOR ROAD COST DISBURSEMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2024 (the “Effective Date”) between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (“CITY”), **FENNEL IP, LLC**, a Florida limited liability company (“DEVELOPER”), and **TIMUQUANA COMMERCE CENTER OWNERS ASSOCIATION, INC.**, a Florida not for profit corporation (“TCCOA”).

**ARTICLE 1
PRELIMINARY STATEMENTS**

1.1 Background; the Improvements.

1.1.1 Reference is made to that certain residential neighborhood on the westside of Jacksonville, known as “Ortega Hills,” located south of Timuquana Road and directly west of U.S. 17, across from NAS Jacksonville. At present, vehicular access into and out of Ortega Hills is limited to two entrances: the first at the intersection of Ortega Hills Drive and U.S. 17 and a second entrance, located approximately 0.3 miles south, at the intersection of Avent Drive and U.S. 17. Both entrances require visitors to cross railway lines owned by CSX and, in the past, Ortega Hills residents, visitors and first responders have been unable to enter or leave the neighborhood due to disabled trains stuck on the tracks, blocking both entrances.

1.1.2 To improve public safety and enhance vehicular access to Ortega Hills for CITY residents, and to facilitate DEVELOPER’S development of certain adjacent landlocked parcels into an industrial park, DEVELOPER and CITY have agreed that DEVELOPER will design, permit, engineer and construct a two-lane public road and related facilities, including curbing, gutters, and a 10’ multi-use path; storm water or surface water drainage facilities (including pipes, culverts, and other facilities required for delivering storm water or surface water from the impervious surfaces of the connector road to related stormwater retention ponds referenced in Section 1.1.5 below); roadway street lighting; and other surfaces, utilities and facilities consistent with the Plans and Specifications, connecting Ortega Hills Drive northward to the current terminus of Golden Wings Road (the “Connector Road”) within the Timuquana Commerce Center, in accordance with the terms and conditions of this Agreement. Among other things, the construction of the Connector Road will create a third point of access into and out of the Ortega Hills neighborhood and reduce the likelihood of a disabled train blocking access to and from the neighborhood.

1.1.3 Prior to the construction of the Connector Road, Fennell Road east of Cummings Lane will be formally closed as prescribed by the Jacksonville Ordinance Code. The northern 15 feet of that portion of Fennell Road will go to DEVELOPER and the southern 20 feet will go to CITY and the adjacent owner (the “Fennell Road Closure”).

1.1.4 As memorialized by that certain Purchase and Sale Agreement between DEVELOPER, as Seller, and CITY, as Buyer, dated [REDACTED], 2024 (the “PSA”), CITY has, as of the Effective Date, acquired a fee ownership interest in the real property where the public right of way portion of the Connector Road will be constructed, and has secured perpetual drainage easement rights for three of four planned stormwater retention ponds, discussed herein, to be constructed by DEVELOPER (the real property and perpetual easement rights are referred to collectively herein as the “Property”). To facilitate DEVELOPER’S design, engineering, and construction of the public right of way portion of the Connector Road, CITY will grant a temporary construction easement over such property in substantially the same form as is attached as **Exhibit A** upon the request of DEVELOPER prior to Commencing Construction (as such term is defined in Section 2.2 below).

1.1.5 Development of the Connector Road also requires the simultaneous construction of related stormwater retention ponds, in accord with requirements of the St. Johns River Water Management District. Except for TCCOA’s obligations as stated in this subparagraph 1.1.5, as well as subparagraphs 1.1.6 and 7.5.2, DEVELOPER has agreed to design, permit, engineer, and construct four (4) shared use retention ponds, two (2) of which will be located solely on land owned or to be owned by DEVELOPER (the “Developer Ponds”), one (1) of which will comprise both a small portion of land owned by DEVELOPER (after the Fennell Road Closure) and a larger abutting parcel owned by CITY (R.E. # 098424 0991) (the “City/Developer Pond”), and the last of which will be located on a parcel currently owned by CITY (R.E. # 098404 0060), but which CITY has agreed to convey to TCCOA by quitclaim deed in accordance with the terms and conditions of this Agreement (the “TCCOA Pond”).

1.1.6 Notwithstanding the foregoing, CITY and DEVELOPER acknowledge and agree that TCCOA, at TCCOA’s expense, shall coordinate the design and engineering of the TCCOA Pond with CITY and DEVELOPER. CITY and TCCOA will grant temporary construction easements to DEVELOPER, in substantially the same form as is attached as **Exhibit A**, to permit DEVELOPER to construct the City/Developer Pond and the TCCOA Pond. The Connector Road, including its components, the Developer Ponds, the City/Developer Pond, and the TCCOA Pond are collectively referred to herein as the “Improvements”, which Improvements are described on **Exhibit B**. A site plan depicting the Improvements is attached as **Exhibit C**.

1.1.7 After the Connector Road has been constructed, and all paving, drainage, and curb and gutter work has been performed substantially in accordance with the Plans and Specifications (as defined in Section 2.20 below), DEVELOPER will dedicate the Connector Road to CITY at no cost, contingent on acceptance of the road by CITY in consultation with its Public Works department as further described herein, and CITY will thereafter assume maintenance obligations therefor. As of the Effective Date, DEVELOPER has granted drainage easements to CITY for the Developer Ponds and the City/Developer Pond in connection with the closing under the PSA. Likewise, TCCOA will grant a perpetual drainage easement to CITY for the TCCOA Pond in substantially the form attached as **Exhibit D**. Upon completion of construction of the City/Developer Pond and the Developer Ponds by DEVELOPER, and recording of applicable drainage easements, CITY will assume maintenance and repair obligations for the Developer Ponds and City/Developer Pond. Upon completion of construction of the TCCOA Pond, and conveyance of the TCCOA Pond parcel from CITY to TCCOA, TCCOA will assume all maintenance and repair obligations for the TCCOA Pond.

1.1.8 CITY has determined that the design, engineering, permitting, and construction of the Improvements can most efficiently and cost effectively be completed by DEVELOPER simultaneously with the development of its industrial park. DEVELOPER is willing to design, engineer, permit, construct and inspect the Improvements in accordance with applicable Florida law for public projects, including but not limited to procurement procedures consistent with Sections 287.055 and 255.20, Florida Statutes, and otherwise generally consistent with Chapter 126 (Procurement Code) of CITY's Ordinance Code, provided CITY contributes to the cost of such Improvements, as provided herein. CITY will inspect the Improvements by virtue of a construction inspector selected by DEVELOPER, with the concurrence of CITY, who will serve as agent for CITY, as more fully set forth in Section 3.8 of this Agreement.

1.1.9 CITY has requested, and DEVELOPER has agreed, that DEVELOPER will design, engineer, permit, construct, and inspect the Improvements. Prior to the construction of the Improvements, the City shall have received and approved in its reasonable discretion the Plans and Specifications and Budget for the Improvements, as more fully set forth in Section 7.3 of this Agreement. CITY has agreed to reimburse DEVELOPER one hundred percent (100%) of the costs of the design, engineering, permitting, construction and inspection of the Improvements, based upon the Cost Schedule for the Transportation Improvement Project for Ortega Hills Secondary Ingress/Egress, Engineer's Opinion of Probable Cost ("EOPC") attached hereto as Exhibit E. The cost of the Improvements are the "Improvement Costs," provided, however, that the CITY's contribution to the Improvements Costs shall be the lesser of the Verified Direct Costs or the Maximum Indebtedness, as defined herein.

1.1.10 The parties acknowledge that CITY'S obligation to reimburse DEVELOPER for the design, engineering, permitting, construction and inspection of the Improvements is contingent on DEVELOPER bidding out the design, engineering and construction of the project in accordance with applicable Florida law for public projects, including but not limited to procedures consistent with Sections 287.055 and 255.20, Florida Statutes, and otherwise generally consistent with Chapter 126 (Procurement Code) of CITY'S Ordinance Code.

1.1.11 Design, Construction Budget. The total estimated design, inspection and construction costs of the Improvements are estimated to be **FOUR MILLION ONE HUNDRED FIFTY EIGHT THOUSAND TWO HUNDRED SIXTY-SIX AND 47/100 (\$4,158,266.47)** based upon the EOPC.

1.2 Jacksonville Small and Emerging Businesses. It is important to the economic health of the community that whenever a person/entity receives incentives for construction, that the person/entity and its contractors use good faith efforts to provide contracting opportunities to small and emerging business enterprises in Duval County, pursuant to Section 7.22 of this Agreement.

1.3 Maximum Indebtedness. The total maximum indebtedness of CITY for the Improvements is **FOUR MILLION ONE HUNDRED FIFTY EIGHT THOUSAND TWO HUNDRED SIXTY-SIX AND 47/100 (\$4,158,266.47)** (the "Maximum Indebtedness"). Notwithstanding anything to the contrary contained herein, DEVELOPER shall not be obligated to Commence Construction, and may choose to terminate DEVELOPER's obligations pursuant to

this Agreement, in the event that the bids and/or proposals for the construction of the Improvements obtained pursuant to Section 7.3 of this Agreement exceed the Maximum Indebtedness.

1.4 Availability of Funds. Notwithstanding anything to the contrary herein, all of CITY's financial obligations under this Agreement are subject to and contingent upon the availability of lawfully appropriated funds for the Improvements and this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements herein of CITY and DEVELOPER, and for Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, CITY and DEVELOPER agree that the above preliminary statements are true and correct, and the parties represent, warrant, covenant, and agree as follows:

ARTICLE 2 DEFINITIONS

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

2.1 **"Budget"** means the EOPC for the Improvements attached hereto as **Exhibit E**, as the same may be revised from time to time with the written approval of DEVELOPER and CITY's Director of Public Works subject to the restrictions and limitations contained herein.

2.2 **"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 obtained all Federal, State or local permits as required for the construction of the applicable section of the Improvements, and (ii) has begun physical, material construction (e.g., site demolition, land clearing, utility installation, or such other evidence of commencement of construction as may be approved by the CITY in its reasonable discretion) of such section of the Improvements on an ongoing basis without any Impermissible Delays. DEVELOPER shall provide written notice to CITY of the actual Commencement date within three (3) business days thereof.

2.3 **"Completion of Construction"** The terms "Complete Construction" or "Completion of Construction" or "Completion" as used herein when referencing the Improvements means Substantial Completion (as defined below in this Article 2) of such Improvements.

2.4 **"Completion Date"** The term "Completion Date" as used herein means the completion date described in **Exhibit H** (Performance Schedule).

2.5 **"Construction Contract"** means any contract between DEVELOPER and a General Contractor for the construction of the Improvements entered into after the Effective Date and in accordance with the terms and conditions of this Agreement, and any amendments or modifications thereto approved by CITY and DEVELOPER.

2.6 **“Construction Documents”** means the Design Professional’s Contract(s), the Construction Contract, all construction, engineering, architectural or other design professional contracts and subcontracts, all change orders, all government approvals, the Plans and Specifications, and all other drawings, budgets, and agreements relating to the construction of the Improvements.

2.7 **“Construction Inspector”** shall be selected by DEVELOPER, with the concurrence of CITY and shall be the agent of CITY. The term has the meaning ascribed in Section 3.8 of this Agreement.

2.8 **“Construction Management Fees”** has the meaning ascribed in Section 3.5 of this Agreement.

2.9 **“Design Professional”** means engineers, architects, or other professional consultants providing technical advice in accordance with the terms of this Agreement.

2.10 **“Design Professional’s Contract(s)”** means any contracts between DEVELOPER and a Design Professional for the design or construction inspection of any portion of the Improvements, and any amendments or modification thereto.

2.11 **“Direct Costs”** means the direct cost of design, engineering, permitting, construction and inspection incurred by Developer after the Effective Date of this Agreement in connection with the Improvements, surveys, geotechnical environmental and construction testing, and Construction Inspector’s fees, including, without limitation, soft and hard costs associated with the design, engineering, permitting and construction testing, all pertaining only to the Improvements and as itemized in the Budget. Direct Costs shall include construction management fees, other project management fees, and any increases in Direct Costs that are a caused by a Force Majeure Event.

2.12 **“Disbursement(s)”** means disbursements to DEVELOPER of sums equivalent to DEVELOPER’s Verified Direct Costs of the Improvements as approved by CITY pursuant to this Agreement for the construction and inspection of the Improvements, not to exceed the applicable Maximum Improvements Disbursement Amount. The Disbursements will be made at the times and subject to the conditions set forth in this Agreement. No portion of the amounts allocated for the Improvements shall be disbursed to DEVELOPER unless such improvements comply in all material respects with the Plans and Specifications and description of the Improvements attached hereto as **Exhibit B** (which may be modified from time to time pursuant to the terms of this Agreement) as reasonably determined by the Director of Public Works or his or her designee.

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

2.14 **“Impermissible Delay”** means, subject to the Force Majeure provisions of Section 9.2 of this Agreement, failure to proceed with reasonable diligence with the construction of the Improvements in the reasonable judgment of CITY’s Construction Inspector, or if the Construction Inspector is of the reasonable opinion that the Improvements at issue cannot be Completed by the Completion Date for such improvements, or abandonment of or cessation of work on the Improvements at any time prior to the Completion of any Improvements for

a period of more than thirty (30) consecutive business days, except in the case of Force Majeure as set forth in Section 11.2, or other casualty which are not the result of DEVELOPER's negligence, or other causes beyond DEVELOPER's reasonable control, in which case such period shall be the actual period of delay.

2.15 **“Improvements”** means any portion of the Improvements as described in Exhibit B or other related improvements described herein as determined by the context of the usage of such term.

2.16 **“Improvements Costs”** means, depending upon the context of the usage of the term, the cost as estimated in the EOPC for the design, engineering, permitting, construction and inspection of the Improvements to be undertaken by DEVELOPER as shown in Exhibit E.

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

2.18 **“Maximum Improvements Disbursement Amount”** means the maximum disbursement to DEVELOPER for the Improvements which shall be the lesser of the Verified Direct Costs for the Improvements or **\$4,158,266.47** subject to adjustment for any Change Orders approved by CITY.

2.19 **“Payment Bond”** and **“Performance Bond”** have the meanings ascribed in Section 7.21 of this Agreement.

2.20 **“Plans and Specifications”** means the final plans and specifications, including without limitation all maps, sketches, diagrams, surveys, drawings and lists of materials, for the construction of the Improvements or any portion thereof, prepared by the Design Professional and approved by CITY, and any and all modifications thereof made with the written approval of CITY in its reasonable discretion.

2.21 **“Property”** means the real property owned by City where the public right of way portion of the Connector Road will be constructed, and the City's related perpetual easement rights in the Developer Ponds and the City/Developer Pond to be constructed by DEVELOPER, as depicted and described in Exhibit M.

2.22 **“Stormwater Ponds”** means the Developer Ponds, the City/Developer Pond and the TCCOA Pond, all as generally depicted in Exhibit C.

2.23 **“Substantial Completion”** means the satisfaction of the Improvements Completion Conditions applicable to the Improvements, as described in Section 7.13 of this Agreement. The date of Substantial Completion of the Improvements is the date of a letter from the applicable Design Professional stating that such Improvements are substantially complete in accordance with the Plans and Specifications and available for use in accordance with their intended purpose, and after the Improvements are inspected and approved by CITY pursuant to the terms of this Agreement. Such letter is referred to herein as the **“Substantial Completion Letter”**. The one-year warranty as described herein on the Improvements begins on the Substantial Completion date of the Improvements.

2.24 **“Verified Direct Costs”** means the Direct Costs actually incurred by DEVELOPER for Work in place as part of the Improvements, as certified by the Construction Inspector, not more frequently than monthly, pursuant to the provisions of this Agreement.

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

ARTICLE 3 DISBURSEMENT OF FUNDS BY CITY

3.1 Terms of Disbursement. Subject to an appropriation of funds therefore, CITY agrees to reimburse DEVELOPER for the Verified Direct Costs incurred and paid, as applicable, for the design, engineering, permitting, construction and inspection of the Improvements on the terms and conditions hereinafter set forth, reflecting CITY’s agreement to pay for the costs of such Improvements. However, the total disbursement amount from CITY shall be in the maximum amount of \$4,158,266,47 , inclusive of the Project Management Fees defined in Section 3.5 below, and DEVELOPER shall be responsible for all costs of the Improvements beyond such amount. Disbursements by CITY to DEVELOPER shall be for 100% of the Verified Direct Costs in each Disbursement, up to the Maximum Improvement Disbursement Amount.

3.2 Use of Proceeds. All funding authorized pursuant to this Agreement shall be expended solely for the purpose of reimbursing DEVELOPER based upon the Verified Direct Costs for any portion of the Improvements as authorized by this Agreement and for no other purpose.

3.3 Disbursements Directly to Contractors and Vendors. Notwithstanding anything herein, CITY may at its option upon the occurrence of an Event of Default, which is not cured within the applicable cure period after notice, and in accordance with the disbursement procedures described in this Article 3, and in Article 4 and Article 5, disburse directly to the Design Professionals, General Contractor, subcontractors, suppliers, and vendors whom DEVELOPER has engaged in connection with the Improvements, the reasonable amounts charged by such persons, upon submission to CITY of invoices, receipts or other documents required by CITY showing that the services rendered pertain to the Improvements and are included in the Direct Costs. In the event CITY makes any direct Disbursement as described in this Section 3.3, CITY shall, upon request of DEVELOPER, deliver to DEVELOPER a complete copy of any Disbursement documentation for DEVELOPER’ records.

3.4 Deficiency in Maximum Improvements Disbursement Amount; DEVELOPER Obligation for any Shortfall in the Improvements Budgeted Costs. If, prior to any Disbursement, CITY reasonably determines that the actual cost to complete construction of the Improvements exceeds the aggregate undisbursed balance of the Maximum Improvements Disbursement Amount applicable to the Improvements, DEVELOPER shall be responsible for the payment of any amounts in excess of the undisbursed balance of the Maximum Improvements Disbursement

Amount; provided, however, that CITY shall be responsible for any such excess amounts in the event any such increased costs result from a change order to the Improvements requested or required by CITY after the Commencement date, or in the event such increased costs are due to delays in the construction of the Improvements that are not caused by DEVELOPER. Except as otherwise set forth in this Agreement, in no event will CITY be responsible for any shortfall in the amounts necessary to Complete Construction of the Improvements. If DEVELOPER fails to continue construction at its own cost, or fails to timely Complete Construction due to a shortfall or for any other reason, CITY in its sole discretion may choose to terminate CITY's additional obligations hereunder, and/or complete the remaining portion of the Improvements (on its own or through a third party contractor or developer and in compliance with the Plans and Specifications). If CITY completes any portion of the Improvements, DEVELOPER, subject to the provisions of this Section 3.4, shall be liable to CITY for the costs thereof in excess of the amount allocated for such portion of the Improvements, and such repayment obligation of DEVELOPER shall survive any termination or expiration of CITY's obligations hereunder.

3.5 Project Management Fees/Construction Management Fees. Development fees and project management fees or other fees of DEVELOPER incurred in connection with the construction of the Improvements (collectively, the "Project Management Fees") shall be paid to DEVELOPER by CITY under this Agreement.

3.6 Procedures for Payment. All Disbursements shall be made as construction progresses, but no more often than monthly, upon written application of DEVELOPER pursuant to a Disbursement Request in substantially the same form as the sample provided in Exhibit I and as defined in Section 4.1 of this Agreement. Subject to Article 5 below and the other terms of this Agreement, DEVELOPER shall file Disbursement Requests with CITY covering Work performed since the prior Disbursement Request. Each Disbursement Request shall constitute a representation by DEVELOPER that the Work done and the materials supplied to the date thereof are in accordance with the Plans and Specifications for the Improvements; that the Work and materials for which payment is requested have been physically incorporated into the Improvements; that such Disbursement Request is consistent with the then current Budget; that the proceeds of the previous Disbursement have been actually paid by DEVELOPER in accordance with the approved Disbursement Request for such previous Disbursement; and that, to DEVELOPER's knowledge, and subject to any extension of the Completion Date as a result of a Force Majeure Event, no Event of Default or event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing.

3.7 Intentionally Omitted.

3.8 Construction Inspector. The Construction Inspector shall be chosen by DEVELOPER consistent with the requirements outlined in Florida law and the CITY'S Ordinance Code for competitive bidding of public projects. The Construction Inspector shall be the agent of CITY and, it is a condition precedent of DEVELOPER'S selection of the Construction Inspector, that CITY first approve such selection. The Construction Inspector will inspect the construction of the Improvements as provided herein, review and advise DEVELOPER with respect to the Construction Documents, and other matters related to the construction, operation and use of the Improvements, monitor the progress of construction, and review and sign-off on the Disbursement Requests and Change Orders submitted hereunder. DEVELOPER shall make Developer's

construction management facilities located on or around the project site available for the Construction Inspector for the inspection of the Improvements during normal business hours upon reasonable prior written notice, and DEVELOPER shall afford full and free access by the Construction Inspector to all Construction Documents at the project site during normal business hours upon reasonable prior written notice.

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

3.10 Performance Schedule. DEVELOPER and CITY shall jointly establish dates for the performance of DEVELOPER'S obligations under this Agreement, which shall generally follow the parameters set forth in Exhibit H attached hereto and incorporated herein by this reference (the "Performance Schedule").

3.11 Progress Reports. During the period of construction of the Improvements, DEVELOPER shall provide to the CITY on a monthly basis (not later than fifteen (15) days after the close of each calendar month) progress reports of the status of construction of the Improvements, which shall include: (i) certification by DEVELOPER's engineer (or such other Design Professional reasonably acceptable to CITY) of the percentage of completion of the Improvements; and (ii) evidence of full payment of all invoices or draw requests for payments to the General Contractor, to include copies of checks for payment and invoice draw requests, submitted for payment as to such portion of the Improvements during such monthly reporting period. In addition, on a monthly basis DEVELOPER shall provide to CITY copies of its internally generated monitoring reports and related documentation as to construction of the portion of the Improvements within fifteen (15) days after the close of the month.

3.12 Pre-Construction Meetings; Critical Path Diagram. CITY and DEVELOPER shall meet no later than ten (10) days prior to the Commencement date for construction of the Improvements. At such meeting, DEVELOPER shall provide to CITY a logical network diagram describing all components of the construction of the Improvements to be constructed, in a critical path format (the "Critical Path Diagram"), in accordance with the Performance Schedule. DEVELOPER shall update the Critical Path Diagram monthly and submit the updated Diagram to CITY monthly.

3.13 No Warranty by CITY. Nothing contained in this Agreement or any other Improvements Document shall constitute or create any duty or warranty by CITY regarding (a) the accuracy or reasonableness of the Budget or (b) the competence or qualifications of the General Contractor or Design Professional or any other party furnishing labor or materials in connection with the construction of the Improvements. DEVELOPER acknowledges that DEVELOPER has not relied and will not rely upon any experience, awareness or expertise of CITY regarding the aforesaid matters.

ARTICLE 4 DISBURSEMENT REQUESTS

4.1 Request for Disbursement; Payment by CITY. For each request, which shall be made no more frequently than monthly, for a Disbursement, DEVELOPER shall submit to CITY, at least thirty (30) calendar days prior to the requested date of disbursement, a completed written disbursement request (each, a “Disbursement Request”) in the form as set forth in Exhibit I attached hereto. Disbursements shall be made on Work performed and invoiced basis. Each Disbursement Request shall be accompanied by: (a) the updated Critical Path Diagram as described in Section 3.12; and (b) a satisfactory inspection report with respect to the Improvements from Construction Inspector (the “Supporting Documentation”). The CITY shall pay to DEVELOPER the amount of each Disbursement Request submitted by DEVELOPER in accordance with the applicable requirements of this Agreement, within thirty (30) calendar days of CITY’s receipt of such Disbursement Request, provided, however, that if CITY reasonably disputes any portion of the Disbursement Request, CITY shall provide written notice to DEVELOPER of such dispute within ten (10) business days of CITY’s receipt of such Disbursement Request. Thereafter, the parties shall negotiate in good faith to resolve such dispute. Notwithstanding CITY’s rights to dispute a Disbursement Request as set forth herein, in the event of such a dispute, CITY shall, within such original fifteen (15) business day period, disburse to DEVELOPER the non-disputed portion of the funds requested pursuant to such Disbursement Request. DEVELOPER shall also promptly furnish to CITY such other information concerning the Improvements as CITY may from time to time reasonably request.

4.2 Inspection. Upon receiving each request from DEVELOPER for an inspection report for a Disbursement Request, Construction Inspector will determine in its reasonable discretion (a) whether the Work completed to the date of such Disbursement Request has been done satisfactorily and in accordance with the Plans and Specifications, (b) the percentage of construction of the Improvements completed as of the date of such Disbursement Request. All inspections by or on behalf of CITY shall be solely for the benefit of CITY and DEVELOPER, but DEVELOPER shall have no right to claim any loss or damage against CITY arising from any alleged (i) negligence in or failure to perform such inspections, or (ii) failure to monitor Disbursements or the progress or quality of construction.

4.3 Disbursements. CITY shall have no obligation after making Disbursements in a particular manner to continue to make Disbursements in that manner, except that CITY shall provide DEVELOPER reasonable advance notice of any change in CITY’s disbursement procedures, and any new disbursement procedures shall be commercially reasonable and in conformance with this Agreement. Notwithstanding the foregoing, CITY’s records of any Disbursement made pursuant to this Agreement shall, in the absence of manifest error, be deemed correct and acceptable and binding upon DEVELOPER.

4.4 No Warranty by CITY. Nothing contained in this Agreement or any other Construction Document shall constitute or create any duty on or warranty by CITY regarding (a) the accuracy or reasonableness of the Budget, (b) the proper application by DEVELOPER of the Disbursement proceeds, (c) the quality of the Improvements, or (d) the competence or qualifications of the General Contractor, Design Professional, Construction Inspector any other party furnishing labor or materials in connection with the construction of the Improvements.

DEVELOPER acknowledges that DEVELOPER has not relied and will not rely upon any experience, awareness or expertise of CITY regarding the aforesaid matters.

ARTICLE 5 CONDITIONS TO DISBURSEMENTS

5.1 **General Conditions.** Subject to compliance by DEVELOPER with the terms and conditions of this Agreement in all material respects, CITY shall make Disbursements to DEVELOPER for Direct Costs of the Improvements, up to the Maximum Improvements Disbursement Amount. CITY will have no obligation to make any Disbursement (a) unless CITY is satisfied, in its reasonable discretion, that the conditions precedent to the making of such Disbursement have been satisfied; or (b) if an Event of Default or an event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing.

5.2 **Conditions to Initial Disbursement.** CITY's obligation hereunder to make the initial Disbursement with respect to the Improvements is conditioned upon CITY's receipt of the following, each in form and substance reasonably satisfactory to CITY:

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

5.2.2 If improvements have been constructed, a satisfactory inspection report with respect to the Improvements from Construction Inspector, which shall be delivered by Construction Inspector with the Disbursement Request.

5.2.3 The Supporting Documentation described in Section 4.1 above.

5.3 **Conditions to Subsequent Disbursements.** CITY's obligations hereunder to make any subsequent Disbursements with respect to the Improvements are conditioned upon CITY's receipt of the following, each in form and substance reasonably satisfactory to CITY:

5.3.1 Disbursement Request, together with all required Supporting Documentation;

5.3.2 Except for subsequent disbursements for pre-construction costs, evidence that DEVELOPER has obtained all Governmental Approvals (as defined herein) or, after construction has commenced, a satisfactory inspection report with respect to the applicable Improvements from Construction Inspector, which shall be delivered by Construction Inspector with the applicable Disbursement Request; and

5.3.3 An updated Budget, showing any Change Orders.

5.3.4 Additionally, prior to any Disbursement hereunder for the costs of construction of any Improvements, CITY must be reasonably satisfied that all necessary approvals from governmental or quasi-governmental authorities (including without limitation the St. Johns River Water Management District and FDEP) having jurisdiction over the Improvements, including but not limited to street openings or closings, zonings and use and occupancy permits, sewer permits, stormwater drainage permits, and environmental permits and approvals (the "Governmental Approvals"), have been obtained for the applicable Improvements under construction, and are or will be final, unappealed, and unappealable, and remain in full force and effect without restriction or modification. CITY shall use reasonable efforts and shall reasonably cooperate with DEVELOPER to obtain such Governmental Approvals. Notwithstanding the foregoing, CITY agrees to make Disbursements pursuant to a Disbursement Request for applicable Improvements under construction for which Governmental Approvals are not required or for which such Governmental Approval has been delayed through no fault of DEVELOPER.

5.4 **Conditions to Final Disbursement.** CITY's obligation hereunder to make the final Disbursement with respect to the Improvements is conditioned upon CITY's receipt of all of the following, each in form and substance reasonably satisfactory to CITY:

5.4.1 Disbursement Request, together with all required Supporting Documentation.

5.4.2 CITY must be satisfied that all necessary Governmental Approvals have been obtained or will be obtained in due course for the Improvements, and are or will be final, unappealed, and unappealable, and remain in full force and effect without restriction or modification.

5.4.3 A satisfactory inspection report with respect to the Improvements from Construction Inspector, which shall be delivered by Construction Inspector with the Disbursement Request.

5.4.4 An updated Budget, showing all Change Orders.

5.4.5 A final as-built survey showing all of the Improvements and applicable easements in compliance with the requirements of Section 7.9 of this Agreement.

5.4.6 Evidence satisfactory to CITY that DEVELOPER has completed construction of the Improvements, and each of the items set forth in the Improvements Completion Conditions set forth in Section 7.13 below.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

DEVELOPER represents and warrants to CITY that, to its knowledge:

6.1 **Authority; Enforceability.** (a) The execution and delivery hereof has been approved by all parties whose approval is required under the terms of the governing documents of

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

6.2 Survival. All of the representations and warranties of DEVELOPER, as set forth in this Agreement, shall survive the making of this Agreement and shall be continuing for a period of one year after the Completion Date as set forth herein. DEVELOPER, at DEVELOPER's option, may bond over such representations and warranties, and the cost thereof shall be included in the applicable Budget.

ARTICLE 7 COVENANTS

7.1 Construction of the Improvements. Subject to the provisions of Section 10.2 (Hazardous Materials) and unless otherwise agreed in writing by CITY, ongoing physical construction of the Improvements shall commence by the Commencement date as established pursuant to Section 2.2 ("Commence Construction") and shall be carried on diligently without any Impermissible Delays.

7.2 Manner of Construction of the Improvements. The Improvements shall be constructed in a good and workmanlike manner, in substantial accordance with the applicable Plans and Specifications and in compliance with all applicable state, federal and local laws.

7.3 Plans and Specifications for the Improvements. Prior to the Commencement of Construction of the Improvements and prior to entering into any Construction Contract(s), CITY shall have received and approved in its reasonable discretion the Plans and Specifications and Budget (for the purposes of this Article 7, collectively, the "Plans") prepared by DEVELOPER's design team for the Improvements as described in **Exhibit B**. The Plans (i) will comply with all applicable City/state/federal standards, and with provisions of this Agreement, (ii) shall be reviewed by CITY within thirty (30) days of submission in form reasonably acceptable to CITY, and (iii) shall be subject to CITY's approval in its reasonable discretion. DEVELOPER shall use the approved Plans and Specifications to solicit bids and/or proposals for the construction of such Improvements. CITY shall be given the opportunity to review all bids for informational purposes; provided, however, DEVELOPER shall not be required to retain bids and/or proposals from subcontractors for which the associated construction cost is \$5,000.00 or less. CITY representatives shall have access to any portion of the Improvements during normal business hours upon reasonable prior written notice during construction to confirm such Improvements are constructed consistent with the approved Plans.

7.4 Pre-Construction Surveys and Proof of Ownership. On or before the Commencement date, DEVELOPER shall deliver to CITY surveys (meeting Florida minimum technical standards) and legal descriptions, which will cover the Improvements as well as the location of utility and drainage easements and utility sites. The form and content of the surveys and legal descriptions shall be reasonably satisfactory to CITY which shall indicate their approval in writing after approving of such form and content in accordance with their respective standard practices.

7.5 DEVELOPER Responsibilities; Improvements and Conveyances. Developer and CITY hereby agree to execute any and all easements, conveyances and dedication documents necessary to effectuate the easement rights, conveyances and dedications referenced in this Agreement.

7.5.1 Improvements. After the Effective Date, DEVELOPER shall be responsible for overseeing the design, engineering, permitting and construction of the Improvements under the terms and conditions of this Agreement. Upon Substantial Completion of the Improvements, DEVELOPER is responsible for overseeing the dedication and acceptance of such improvements to and by CITY.

7.5.2 Stormwater Ponds. Upon dedication of the Improvements, TCCOA shall grant to DEVELOPER and to CITY an easement for shared drainage over the TCCOA Pond and related facilities or any other facilities which are necessary for storm water drainage of the Improvements. In addition, upon dedication of the Improvements, CITY shall grant to DEVELOPER an easement for shared drainage over the Developer Ponds, the City/Developer Pond, and related facilities.

7.6 Award of Design Professional's Contract(s) and Construction Contract(s).

7.6.1 DEVELOPER shall be responsible for competitively and publicly soliciting professional services, including design and engineering professionals and to conduct the Work in compliance with Section 287.055, Florida Statutes, and otherwise in compliance with applicable State of Florida law and this Agreement, and in consultation with the City of Jacksonville Procurement Department. Competitive solicitation of all professional services, construction services, and/or other equipment and materials for the construction of the Improvements and any portion thereof shall be in compliance with Section 287.055, and Section 255.20, Florida Statutes. All planning, design and construction services shall be conducted by design professionals, construction companies and/or equipment and material suppliers licensed or certified to conduct business in the State of Florida and the City of Jacksonville. Nothing herein shall be deemed to (1) confer any rights on third parties, including any bidders, prospective bidders, contractors or subcontractors, or (2) impose any obligations or liability on CITY. Notwithstanding anything to the contrary herein, the bidding and contract award procedures must comply with the procurement requirements of Florida law for public construction projects, including but not limited to Sections 287.055 and 255.20, Florida Statutes.

7.6.2 After awarding a Construction Contract for any portion of the Improvements, DEVELOPER shall in a timely manner notify the General Contractor to proceed with the Work of constructing such portion of the Improvements. No notice to proceed shall be

given until, and the parties' obligations hereunder shall be conditioned upon, satisfaction of the following conditions:

(a) CITY shall have received evidence reasonably satisfactory to it that the Improvements will be completed by the Completion Date;

(b) DEVELOPER shall provide to CITY payment and performance bonds in form and content reasonably acceptable to CITY in accordance with this Agreement as set forth in Section 7.21 below and **Exhibit J** (Insurance and Bond Requirements) attached hereto;

(c) CITY shall have received such assurances as may reasonably be required that all necessary permits and other governmental requirements for construction of the Improvements have been received and satisfied or can be received and satisfied in due course;

(d) The parties have complied with the Pre-Construction Meeting requirements of Section 3.12 of this Agreement.

7.6.3 DEVELOPER, the Design Professionals and General Contractor, in consideration of the fees set forth in the Budget, shall perform construction contract management, including obtaining of required testing, inspecting the Work and rendering periodic reports to CITY on the progress of the Improvements in compliance with procedures reasonably satisfactory to CITY. CITY shall be entitled to review the General Contractor's (or construction manager's) draw requests (to be submitted in a format reasonably acceptable to CITY).

7.7 Prosecution of Work. DEVELOPER, the Design Professionals and General Contractor, in consideration of the fees set forth in the Budget, shall perform construction contract management, including obtaining of required testing, inspecting the Work and rendering monthly reports to CITY on the progress of the Improvements if requested by CITY. DEVELOPER shall work diligently to complete construction of the Improvements in a timely and reasonable manner.

7.8 Liens and Lien Waivers. DEVELOPER shall take all action necessary to have any mechanic's and materialmen's liens, judgment liens or other liens or encumbrances related to the Improvements released or transferred to bond within ten business (10) days of the date DEVELOPER receives notice of the filing of such liens or encumbrances. CITY shall not be responsible for any lien or encumbrance related to the Improvements but CITY shall work cooperatively with DEVELOPER for DEVELOPER to bond over or remove any such lien or encumbrance. DEVELOPER shall be responsible for assuring compliance in all respects whatsoever with the applicable mechanic's and materialmen's lien laws related to construction of the Improvements.

7.9 As-Built and Other Surveys. DEVELOPER shall deliver to CITY, in compliance with CITY's survey requirements, an as-built survey of the Improvements within sixty (60) after Substantial Completion of construction thereof.

7.10 Compliance with Laws and Restrictions. All construction of any portion of the Improvements shall be performed in accordance with all applicable statutes, ordinances, codes,

regulations and restrictions. All contractors, subcontractors, mechanics or laborers or other persons providing labor or material in construction of any portion of the Improvements shall have or be covered by worker's compensation insurance, if required by applicable law.

7.11 Ownership of Construction Documents. As security for the obligations of DEVELOPER under this Agreement, DEVELOPER hereby grants, transfers and assigns to CITY all of DEVELOPER'S right, title, interest (free of any security interests of third parties) and benefits in or under the Construction Documents, including any copyrights thereto or a license to use the same in connection with the right to construct the Improvements; provided, however, that so long as no Event of Default exists, Developer may continue to exercise and enjoy all of its right, title, interest and benefits in or under the Construction Documents. DEVELOPER represents and warrants that it has permission and authority to convey ownership of the Construction Documents as set forth herein.

7.12 Authority of CITY to Monitor Compliance. During all periods of design and construction, DEVELOPER shall permit CITY'S Director of Public Works or his respective designated personnel, to monitor compliance by DEVELOPER with the provisions of this Agreement, the Construction Documents and the Improvements Documents. During the period of construction and with prior notice to DEVELOPER, representatives of CITY shall have the right of access to DEVELOPER' records and employees, as they relate to Improvements, during normal business hours upon reasonable prior notice, provided, however, that DEVELOPER shall have the right to have a representative of DEVELOPER present during any such inspection.

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

7.13.1 DEVELOPER shall furnish to CITY the completed acceptance package as required by the Development Services Division of the City of Jacksonville, which shall include the information and documentation as set forth on Exhibit G ("Acceptance Package Checklist") attached hereto, and such other information as CITY may reasonably request.

7.13.2 Upon Completion of the Improvements, DEVELOPER shall submit to CITY a proper contractor's final affidavit and releases of liens from each contractor, subcontractor and supplier, or other proof satisfactory to CITY, confirming that payment has been made for all materials supplied and labor furnished in connection with such Improvements through the date of Substantial Completion reflected in the Disbursement Request;

7.13.3 The Improvements shall have been finally completed in all material respects in substantial accordance with the applicable Plans and Specifications, as verified by a final inspection report satisfactory to CITY from DEVELOPER'S Construction Inspector, certifying that the Improvements have been constructed in a good and workmanlike manner and are in satisfactory condition and are ready for immediate use;

7.13.4 The CITY shall have issued the Substantial Completion Letter as to the Improvements stating that the Improvements are Substantially Complete and may be used for their intended purpose; and

7.13.5 DEVELOPER shall cause the General Contractor to provide a one-year warranty on the Improvements, with said warranty commencing on Substantial Completion and acceptance by the CITY of the Improvements.

7.14 Change Orders. In connection with any portion of the Improvements, no material amendment shall be made to the Plans and Specifications, the Design Professional's Contract(s) or the Construction Contract, nor shall any Change Orders be made thereunder, without the prior written consent of CITY in its reasonable discretion. DEVELOPER shall notify CITY in writing of any requested or necessary delay in the Completion Date ("Developer Change Order Request"). Within five (5) business days after receipt of a DEVELOPER Change Order Request, the CITY will determine if the DEVELOPER Change Order Request is justified and will respond to DEVELOPER in writing as to whether or not CITY approves the DEVELOPER Change Order Request and whether CITY is willing to authorize any associated delay in the Completion Date set forth therein. If CITY does not approve the DEVELOPER Change Order Request, CITY will have an additional ten (10) business days to evaluate and respond to DEVELOPER in writing. Once a DEVELOPER Change Order Request has been agreed upon by DEVELOPER and CITY, a formal Change Order, describing the agreed scope of work, and applicable extension of the Completion Date, will be executed by both parties within ten (10) business days ("Approved Change Order"). The parties acknowledge that the Work that is the subject of a DEVELOPER Change Order Request will not proceed during the CITY change order response period, but other Work that will not affect or be affected by the Work that is the subject of a DEVELOPER Change Order Request will not be stopped during CITY change order response period. Notwithstanding anything herein, any increased costs in excess of the Maximum Improvements Disbursement Amount resulting from any and all Approved Change Orders during the construction of the Improvements shall be the responsibility of DEVELOPER. For the purposes of this Section 7.14, "material" amendment to the Plans and Specifications, the Design Professional's Contract(s) or the Construction Contract is defined as an amendment with related costs in excess of \$50,000 and/or that materially change the scope of the Improvements or associated delays in the Completion Date.

7.15 Subcontractors. DEVELOPER agrees that it will not engage or permit the General Contractor to engage or continue to employ any contractor, subcontractor or materialman who may be reasonably objectionable to CITY. If requested by CITY, DEVELOPER shall deliver to CITY a fully executed copy of each of the agreements between DEVELOPER and such contractors and between the General Contractor and its subcontractors, each of which shall be in form and substance reasonably satisfactory to CITY. CITY's approval of a construction contract is specifically conditioned upon the following: (a) the total contract price thereof does not exceed the fair and reasonable cost of the Work to be performed thereunder, (b) the contractor or subcontractor is of recognized standing in the trade, and is otherwise reasonably acceptable to CITY, and (c) approval of the CITY's Procurement Department based on its standard prequalification criteria for construction work on CITY property, provided such contractors or subcontractors are determined by DEVELOPER to be qualified and experienced in the design and construction of the Improvements.

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

7.17 Indemnification. Except for Damages (as hereinafter defined) arising out of the gross negligence or willful misconduct of any of the Indemnified Parties (as hereinafter defined), DEVELOPER shall indemnify CITY and its respective employees, agents, representatives, successors, assigns, contractors and subcontractors (collectively "Indemnified Parties") against and from all liabilities, damages, losses, costs, and expenses of whatsoever kind or nature, including, but not limited to, reasonable attorney's fees, reasonable expert witness fees and court costs (all of which are collectively referred to as "Damages"), arising out of or in connection with any negligent act or omission or willful misconduct of DEVELOPER, the General Contractor or any of their respective employees, contractors, agents or representatives (collectively, the "Developer Parties") in connection with the DEVELOPER Parties' construction of the Improvements, which Damages are not paid or reimbursed by or through the Payment and Performance Bond or Insurance as required under this Agreement. This indemnification shall survive the expiration or termination of this Agreement for a period of four (4) years. The term "Indemnified Parties" as used in this Section shall include CITY, and all officers, board members, City Council members, employees, representatives, agents, successors and assigns of CITY. This Section 7.17 shall survive the expiration, earlier termination or completion of this Agreement for a period of four (4) years.

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

7.19 Materials and Workmanship. All workmanship, equipment, materials and articles incorporated in the Work are to be new and in accordance with the City of Jacksonville's Standards, Specification and Details to be provided by CITY. DEVELOPER shall furnish Construction Inspector certified copies of test results made of the materials or articles which are to be incorporated in the Work for approval. When so requested, samples of materials shall be submitted for approval. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection, removal and replacement at DEVELOPER's expense. If not otherwise provided, material or Work called for in this Agreement shall be furnished and performed in accordance with the manufacturer's instructions and established practice and standards recognized by architects, engineers and the trade.

7.20 Warranty and Guarantee of Work.

7.20.1 For a period of one year after the Completion Date, DEVELOPER warrants to CITY that all Work will be of good quality, and substantially in compliance with this Agreement and in accordance with the provisions of Section 7.19. All Work not in conformance to the requirements of this Agreement, including substitutions not properly approved and authorized, may be considered defective during such one year period. If required by CITY,

DEVELOPER shall provide satisfactory evidence as to the quality, type and kind of equipment and materials furnished. This warranty is not limited by, nor limits any other warranty-related provision in this Agreement.

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

7.20.3 During the one year warranty period, including any additional warranty period for corrective work, DEVELOPER shall bear the cost of correcting or removing all defective or nonconforming Work, including the cost for correcting any damage caused to equipment, materials or other Work by such defect or the correcting thereof.

7.20.4 During the one year warranty period, including any additional warranty period for corrective work, DEVELOPER shall correct any defective or nonconforming Work to the reasonable satisfaction of CITY, and any of the Work, equipment or materials damaged as a result of such condition or the correcting of such condition, within thirty (30) calendar days of notice of such condition. Should DEVELOPER fail to timely correct defective or non-conforming Work under warranty, CITY, or a third party contractor on behalf of CITY, may correct such Work itself and DEVELOPER shall reimburse CITY for the costs of such corrective Work promptly and no later than 30 days after receipt of an invoice from CITY pertaining to such corrective Work undertaken by CITY. If DEVELOPER fails to correct the nonconforming or defective Work, DEVELOPER will be in default hereunder.

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

7.20.6 Upon Substantial Completion and payment to DEVELOPER of the final Disbursement, DEVELOPER may assign to CITY all of DEVELOPER'S right, title and interest in and to any and all warranties and guaranties related to the Work provided by any General Contractor or supplier of materials, provided such warranties and guaranties are consistent with Sections 7.20.1 through 7.20.5 above, and thereafter DEVELOPER shall have no obligations under this Section. Except as specifically set forth in this Section, DEVELOPER hereby disclaims any implied warranty or representation concerning the Improvements.

7.21 Payment and Performance Bonds.

7.21.1 DEVELOPER shall cause the General Contractor to furnish Payment and Performance Bonds for the Improvements in compliance with Section 255.05, Florida Statutes, as security for its faithful performance under this Agreement. The Bonds shall be in an amount at least equal to the amount of the Direct Costs for design and construction as shown on **Exhibit E**, plus any applicable Change Orders. The Bonds shall be in a form in compliance with applicable law and reasonably acceptable to CITY, and with a surety that is reasonably acceptable to CITY's Division of Insurance and Risk Management. The cost thereof shall be included in the applicable Budget and shall be reimbursed to DEVELOPER as a Direct Cost.

7.21.2 The Payment and Performance Bonds for the Improvements shall accompany the Budget and Plans and Specifications submitted to CITY for approval, such approval as to the Payment and Performance Bonds not to be unreasonably withheld, conditioned or delayed. The Payment and Performance Bonds shall be delivered prior to commencement of the Improvements.

7.21.3 If any surety upon any bond furnished in connection with this Agreement becomes unacceptable to CITY in CITY'S reasonable, good faith determination, or if any such surety fails to furnish reports as to its financial condition from time to time as reasonably requested by CITY, DEVELOPER shall, at its own expense, promptly provide a substitute surety or promptly furnish such additional security as may be reasonably required from time to time to protect the interests of CITY and of persons supplying labor or materials in the prosecution of the Work contemplated by this Agreement and as permitted in the Budget.

7.22 Jacksonville Small and Emerging Businesses (JSEB) Program.

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

7.22.1 DEVELOPER shall obtain from CITY's Procurement Division the list of certified Jacksonville Small and Emerging Businesses ("**JSEB**"), and shall, in accordance with the Jacksonville Ordinance Code ("Code") Sections 126.601 et seq., use good faith efforts to enter into contracts with City of Jacksonville certified JSEBs to provide materials or services in an aggregate amount of twenty percent (20%) of the Verified Direct Costs of the construction of the Improvements or CITY's maximum contribution to the Improvements, whichever is less, provided such JSEBs are determined by DEVELOPER to be qualified and experienced in the design and construction of the Improvements.

7.22.2 DEVELOPER shall submit a JSEB report regarding DEVELOPER's actual use of City of Jacksonville certified JSEBs for design, engineering, permitting, construction and inspection of the Improvements. A JSEB report shall be submitted on a quarterly basis until Substantial Completion of Construction of the Improvements. The form of the report to be used for the purposes of this Section is attached hereto as **Exhibit K** (the "JSEB Reporting Form").

7.23 Indemnification by Contractors.

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

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

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

**ARTICLE 9
EVENTS OF DEFAULT AND REMEDIES**

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

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

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

9.1.3 A continuing default by DEVELOPER after the expiration of all applicable notice and cure periods under the Improvements Documents;

9.1.4 The termination of, or default under (after the expiration of all applicable notice and/or cure periods contained therein), the Construction Contract by DEVELOPER or the General Contractor, provided, however, that in the event the Construction Contract is terminated, DEVELOPER shall have up to ninety (90) days in which to enter into a replacement Construction

Contract, on such terms and with such other General Contractor as shall be reasonably acceptable to CITY;

9.1.5 Failure of DEVELOPER to complete the Improvements in accordance with the Plans and Specifications which, in the reasonable judgment of the CITY's Director of Public Works, results in Improvements which will not adequately serve CITY;

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

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

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

9.2 Disbursements. Upon or at any time after the occurrence of an Event of Default attributable to DEVELOPER, subject to the notice and cure requirements set forth in Section 9.1, CITY may refuse to make the Disbursement and terminate CITY's commitment to make any portion of the Disbursement hereunder, except for Verified Direct Costs for Work actually performed prior to the date giving rise to the Event of Default.

9.2.1 In the event DEVELOPER's action giving rise to an Event of Default pertains to any failure by DEVELOPER to Commence Construction or achieve Substantial Completion of the Improvements within the time periods required herein, subject to Force Majeure and the other terms and conditions contained herein, CITY shall be entitled (but not obligated) to (i) complete the applicable Improvements, and/or (ii) terminate CITY's obligation to pay for any other Improvements Costs hereunder, subject to the following sentence. In the event CITY elects to complete the Improvements, CITY shall pay DEVELOPER for Verified Direct Costs for Work actually performed prior to the occurrence of the date of termination after the Event of Default, but only to the extent funding is available as calculated by the Maximum Improvements

Disbursement Amount, less the actual costs to CITY in substantially completing the Improvements.

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

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

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

9.2.3 Notwithstanding anything herein, upon any breach by CITY hereunder, DEVELOPER's maximum damages hereunder (including prejudgment interest) shall be limited to the undisbursed Verified Direct Costs, up to the Maximum Improvements Disbursement Amount, required for the completion of the construction of the Improvements previously Commenced and then under construction in accordance with this Agreement. Any such damages amount will be used by DEVELOPER only for the construction of the Improvements then under construction in accordance with the costs in the Budget and pursuant to the Plans and Specifications, and shall be disbursed periodically in partial amounts by CITY pursuant to the Disbursement terms and conditions of this Agreement so that a particular Disbursement will only be made after receipt by CITY of a Disbursement Request and the completion by DEVELOPER of the portion of Improvements to which such Disbursement Request applies. In the event CITY fails to timely pay to DEVELOPER the final Disbursement subject to and in accordance with the terms and conditions of this Agreement, or upon any other Event of Default attributable to CITY beyond the applicable notice and cure periods, DEVELOPER shall have the remedies as set forth in this Agreement. Any amounts due to DEVELOPER under this Agreement and unpaid after thirty (30) days when due shall bear interest at the rate of ten percent (10%) per annum.

Neither party to this Agreement shall be liable to the other for any punitive, speculative, or consequential damages of any kind.

ARTICLE 10 ENVIRONMENTAL MATTERS

10.1 Environmental Laws. "Environmental Laws" or "Environmental Law" shall mean any federal, state or local statute, regulation or ordinance or any judicial or administrative decree

or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any Hazardous Materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, retention ponds, storm water systems, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, regulations, orders, decrees, permits, licenses and deed restrictions, now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) (“CERCLA”); (ii) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) (“RCRA”); (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. Section 2061 et seq.); (v) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vii) the Safe Drinking Water Act (42 U.S.C. Section 300f et seq.); (viii) the National Environmental Policy Act (42 U.S.C. Section 4321 et seq.); (ix) the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (x) Title III of the Superfund Amendments and Reauthorization Act (42 U.S.C. Section 11001 et seq.); (xi) the Uranium Mill Tailings Radiation Control Act (42 U.S.C. Section 7901 et seq.); (xii) the Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.); (xiii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (xiv) the Noise Control Act (42 U.S.C. Section 4901 et seq.); (xv) Chapter 62-780, Florida Administrative Code (FAC) Contaminated Site Cleanup Criteria; and (xvi) the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 11001 et seq.).

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

10.3 Release of Liability. In the event that Hazardous Materials are discovered within the Improvements Area that affect the construction of the Improvements, any increased cost for such work shall be the responsibility of the DEVELOPER.

10.4 DEVELOPER Release of Hazardous Materials. DEVELOPER shall be responsible for any release of Hazardous Materials within the Improvements Area directly caused by the actions of DEVELOPER occurring after the Effective Date of this Agreement (“Release”). DEVELOPER shall indemnify and hold CITY and its members, officials, officers, employees, and agents harmless from and against any and all claims, costs, damages, or other liability, incurred by CITY in connection with Releases or the spreading, worsening, or exacerbation of a Release directly caused by the DEVELOPER to the extent of and due to DEVELOPER's negligence, recklessness, or intentional wrongful misconduct. Notwithstanding the foregoing, DEVELOPER shall not have any liability for any release of Hazardous Materials caused by a third-party not acting by or through DEVELOPER.

ARTICLE 11 GENERAL PROVISIONS

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

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

11.2 Force Majeure. No party to this Agreement shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, strikes, lockouts, riots, floods, named tropical storms or hurricanes, earthquakes, fires, casualty, declared state of emergency, acts of God, acts of public enemy, acts of terrorism, epidemic, pandemic, quarantine restrictions, freight embargo, shortage of or inability to obtain labor or materials, interruption of utilities service, lack of transportation, delays attributable to CITY or any of its agencies in connection with the issuance of any governmental approvals, severe weather and other acts or failures beyond the control or without the control of any party (collectively, 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. A party affected by a Force Majeure Event (the “Affected Party”) shall notify the other party (“Non-Affected Party”) in writing within seven (7) calendar days of the Force Majeure event, giving sufficient details thereof and the likely duration of the delay. The Affected Party shall use all commercially reasonable efforts to recommence performance of its obligations under this Agreement as soon as reasonably possible. In no event shall any of the foregoing excuse any financial liability of a party.

11.3 Notices. All notices to be given hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by a courier service utilizing return receipts, to the party at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent) and such notice shall be deemed given and received for all purposes under this Agreement three (3) business days after the

date same are deposited in the United States mail, if sent by registered or certified mail, or the date actually received if sent by personal delivery or courier service, except that notice of a change in address shall be effective only upon receipt.

11.3.1 CITY:

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

With a copy to:

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

11.3.2 DEVELOPER:

Fennell IP, LLC
984 Shipwatch Drive East
Jacksonville, Florida 32225
Attn: Blair Fonda

With a copy to:

c/o RCBF Properties LLC
3400 Kori Road
Jacksonville, Florida 32257
Attn: Blair Fonda

With a copy to:

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

11.3.3 ASSOCIATION:

Timuquana Commerce Center Owners Association, Inc.
10739 Deerwood Park Blvd., Suite 310
Jacksonville, Florida 32256

Attn: Gary Register, President

With a copy to:

Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007
Attn: Sidney F. Ansbacher, Esq.

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

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

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

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

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

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

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

11.11 Parties to Agreement. This is an agreement solely between CITY and DEVELOPER. The execution and delivery hereof shall not be deemed to confer any rights or

privileges on any person not a party hereto other than the permitted successors or assigns of CITY and DEVELOPER. This Agreement shall be binding upon DEVELOPER, and DEVELOPER' successors and assigns, and shall inure to the benefit of CITY, and its successors and assigns; provided, however, DEVELOPER shall not assign, transfer or encumber its rights or obligations hereunder or under any document executed in connection herewith, except in accordance with the terms and conditions of Section 8.1 above.

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

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

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

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

11.16 Further Assurances. DEVELOPER will, upon CITY's request: (a) promptly correct any defect, error or omission in this Agreement or any of the Improvements Documents; (b) execute, acknowledge, deliver, procure, record or file such further instruments and do such further acts deemed necessary, desirable or proper by CITY to carry out the purposes of such Improvements Documents and to identify (subject to the liens of the Improvements Documents) any property intended to be covered thereby, including any renewals, additions, substitutions, replacements, or appurtenances to the subject property; (c) execute, acknowledge, deliver, procure,

file or record any documents or instruments deemed necessary, desirable or proper by CITY to protect the liens or the security interest under the Improvements Documents against the right or interests of third persons; and (d) provide such certificates, documents, reports, information, affidavits or other instruments and do such further acts deemed necessary, desirable or proper by CITY to carry out the purposes of the Improvements Documents.

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

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

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

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

{Signatures on Following Page}

Signed, sealed and delivered
in the presence of:

(Printed Name) _____

(Printed Name) _____

**FENNELL IP, LLC, a Florida limited
liability company**

By: _____

Name: _____

Its: _____

Signed, sealed and delivered
in the presence of:

(Printed Name)_____

(Printed Name)_____

**TIMUQUANA COMMERCE CENTER
OWNERS ASSOCIATION, INC., a
Florida not for profit corporation**

By: _____

Name: _____

Its: _____

LIST OF EXHIBITS

- EXHIBIT A Temporary Construction Easement
- EXHIBIT B Description of the Improvements
- EXHIBIT C Site Plan
- EXHIBIT D Drainage Easement
- EXHIBIT E Budget for Improvements / Engineer's Opinion of Probable Cost
- EXHIBIT F Intentionally Omitted
- EXHIBIT G Acceptance Package Checklist
- EXHIBIT H Performance Schedule
- EXHIBIT I Disbursement Request
- EXHIBIT J Insurance and Bond Requirements
- EXHIBIT K JSEB Reporting Form
- EXHIBIT L Indemnity
- EXHIBIT M The Property

EXHIBIT A

Temporary Construction Easement

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

Harry M. Wilson, IV
Gov. Operations Dept.
City of Jacksonville
117 W. Duval St., Suite 480
Jacksonville, FL 32202

Project No.: XXX
Parcel No.: XXX
RE No.: _____
Site Address: _____

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT made this _____ day of _____, 20__ by and between the [CITY OF JACKSONVILLE, a Florida municipal corporation and political subdivision existing under the laws of the state of Florida **OR** TIMUQUANA COMMERCE CENTER OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation], hereinafter referred to as the “Grantor”, whose mailing address is _____, to FENNEL IP, LLC, a Florida limited liability company, hereinafter referred to as the “Grantee”, whose mailing address is 984 Shipwatch Drive East, Jacksonville, Florida 32225. Grantor and Grantee are sometimes referred to herein as a “Party” or collectively as the “Parties”.

WITNESSETH: Grantor, for \$10.00 and in consideration of the **ACCEPTANCE** of this Temporary Construction Easement by Grantee, receipt of which is hereby acknowledged; does hereby give, grant, bargain and release unto Grantee, a Temporary Construction Easement to enter upon the following described land with equipment, vehicles and materials and to perform all construction work associated with a Public Works Project to be undertaken by Grantee, and for the purpose of providing additional workspace and for tying in an harmonizing Grantor’s property and an the improvements and land elevations thereon with the construction of improvements associated with a Public Works Project and said Temporary Construction Easement being located in, upon, over and through the following described land in Duval County, Florida, described as follows:

Please see attached Exhibit A

THIS Temporary Construction Easement specifically grants unto Grantee the right to temporarily relocate fences and the right to remove trees and other vegetation as is reasonably necessary to utilize the Temporary Construction Easement herein granted, and

This Temporary Construction Easement shall automatically expire and terminate upon the earlier of: (x) completion of the Project, or (y) 60 months.

The Temporary Construction Easement herein granted shall be used and enjoyed by each Party, subject to the terms of this easement, in such a manner so as not to unreasonably interfere with, obstruct, or delay the conduct and operations of the business of any other Party at any time conducted on its parcel, including, without limitation, access to and parking on such parcel.

In connection with the grants conferred hereunder, Grantee shall adhere to the Indemnification and Insurance Requirements of Grantor *[only if Grantor is the City of Jacksonville]*, set forth in **Exhibit B** and **Exhibit C**, respectively, during the term of this Temporary Construction Easement.

{Signatures on Following Page}

IN WITNESS WHEREOF, the said Grantor has signed this day and year first above written.

“Grantor”

Signed sealed and delivered in the presence of:

[TIMUQUANA COMMERCE CENTER OWNERS ASSOCIATION, INC. OR CITY OF JACKSONVILLE]

Signature of Witness

By: _____

Print Name: _____

Print Name: _____

Signature of Witness

Its: _____

Print Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of (check one) physical presence or online notarization this ____ day of _____, 20__ by _____, as _____ of [Timuquana Commerce Center Owners Association, Inc. OR City of Jacksonville], who (check one): is personally known to me or has produced _____ as identification.

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

[NOTARIAL SEAL]

Exhibit A to TCE – Legal Description

Exhibit B to TCE – Indemnification

Grantee and its subcontractors (the “Indemnifying Party”) shall hold harmless, indemnify, and defend the City of Jacksonville and their respective members, officers, officials, employees and agents (collectively the “**Indemnified Parties**”) from and against, without limitation, 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 negligent act, error or omission, 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, whether arising out of or incidental to the Indemnifying Party’s performance of the **Agreement**, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this **Agreement** contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the **Agreement**; and

3. Intellectual Property Liability, to the extent this **Agreement** contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services provided under this **Agreement** (the “**Service(s)**”), any product generated by the Services, or any part of the Services as contemplated in this **Agreement**, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties, a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this **Agreement**, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its 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. Such terms of indemnity shall survive the expiration or termination of the 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 C to TCE – Insurance Requirements

Without limiting its liability under this **Agreement**, **Grantee** and its subcontractors shall always during the term of this **Agreement** procure prior to commencement of work to maintain coverages for the life of this **Agreement** and shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as additional insured as indicated in the insurance provisions.

INSURANCE COVERAGES

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

This insurance shall cover the **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.

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	Damage to Rented Premises
	\$ 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 Contract)	

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).

Pollution Liability
(Including asbestos and transportation)

\$1,000,000 per Loss
\$2,000,000 Aggregate

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

Pollution Legal Liability

\$1,000,000 per Loss
\$2,000,000 Aggregate

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

Builders Risk/Installation Floater

% 100 Completed Value of the Project

To the extent construction services above \$10,000 will occur, a Builder's Risk policy shall be required. Such insurance shall be on a form acceptable to the City's Office of Risk Management. The Builder's Risk policy shall include All Risk Coverages on a form no more restrictive than the ISO "Special" Causes of Loss form and shall include coverage for Wind and Hail and Earth Movement. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum \$10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. Named insureds shall be: the Design-Builder, the City, and the City's members, officials, officers, employees and agents, and the Program Management Firms(s) (when program management services are provided). The City of Jacksonville and the City's members, officials, officers, employees and agents are to be named as a loss payee.

Additional Insurance Provisions

- A. Certificates of Insurance. **Contractor** shall deliver to the City of Jacksonville Certificates of Insurance that shows the corresponding City Contract , Bid Number or PO if applicable in the Description, Additional Insured, Waivers of Subrogation and statement as provided below. The certificates of insurance shall be insurance certificate shall be made available upon request of the

City of Jacksonville.

- B. Additional Insured: All insurance except Worker's Compensation, shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability in a form no more restrictive than CA2048.
- C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville its respective members, officers, officials, employees and agents.
- D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- E. **Contractor** Insurance Primary. The insurance provided by **Contractor** shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City of Jacksonville and their respective members, officers, officials, employees and agents.
- F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this **Agreement** shall remain the sole and exclusive responsibility of the named insured **Contractor**. Under no circumstances will the City of Jacksonville its respective members, officers, officials, employees and agents be responsible for paying any deductible or self-insured retention related to this Contract.
- G. **Agreement** Insurance Additional Remedy. Compliance with the insurance requirements of this **Agreement** shall not limit the liability of the **Contractor** or its subcontractors, employees or agents to the City of Jacksonville its respective members, officers, officials, employees and agents and shall be in addition to and not in lieu of any other remedy available under this **Agreement** or otherwise.
- H. Waiver/Estoppel. Neither approval by City of Jacksonville nor its failure to disapprove the insurance furnished by **Contractor** shall relieve **Contractor** of **Contractor's** full responsibility to provide insurance as required under t h i s Contract.
- I. Notice. The **Contractor** shall provide an endorsement issued by the insurer to provide the City of Jacksonville thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If such endorsement is not provided, the **Contractor**, shall provide said thirty (30) days written notice of any change in the above coverages or limits, or of coverages being suspended, voided, cancelled, including through expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of the **Contractor** under this **Agreement** shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City of Jacksonville may reasonably require additional insurance

coverages in amounts responsive to those liabilities, which may or may not require that the City of Jacksonville and its respective members, officers, officials, employees and agents also be named as an additional insured.

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

EXHIBIT B

Description of the Improvements

The proposed Ortega Hills Connector Road is a City Standard urban two-lane divided roadway within a minimum sixty (60) foot right-of-way that will be dedicated to the City. The construction includes at least the following:

1. Grading and compacting;
2. Sub-base;
3. Asphalt roadbed;
4. Curb and gutter – two (2) foot width;
5. Roadway street lighting;
6. A ten (10) foot multi-use path
7. Northbound and southbound turn lanes;
8. Internal storm drain system (including pipes, culverts, and other facilities required for delivering storm water or surface water from the impervious surfaces of the roadway to related stormwater facilities to include the Developer Ponds, the City/Developer Pond, and the TCCOA Pond);
9. Any required utilities, including water, sewer and electric;
10. Striping and other asphalt markings;
11. Stormwater facilities to include the Developer Ponds, the City/Developer Pond, and the TCCOA Pond described in Section 1.1.4 of the Agreement; and
12. Other surfaces, utilities, and facilities consistent with the Plans and Specifications.

EXHIBIT C

Site Plan

[attached]

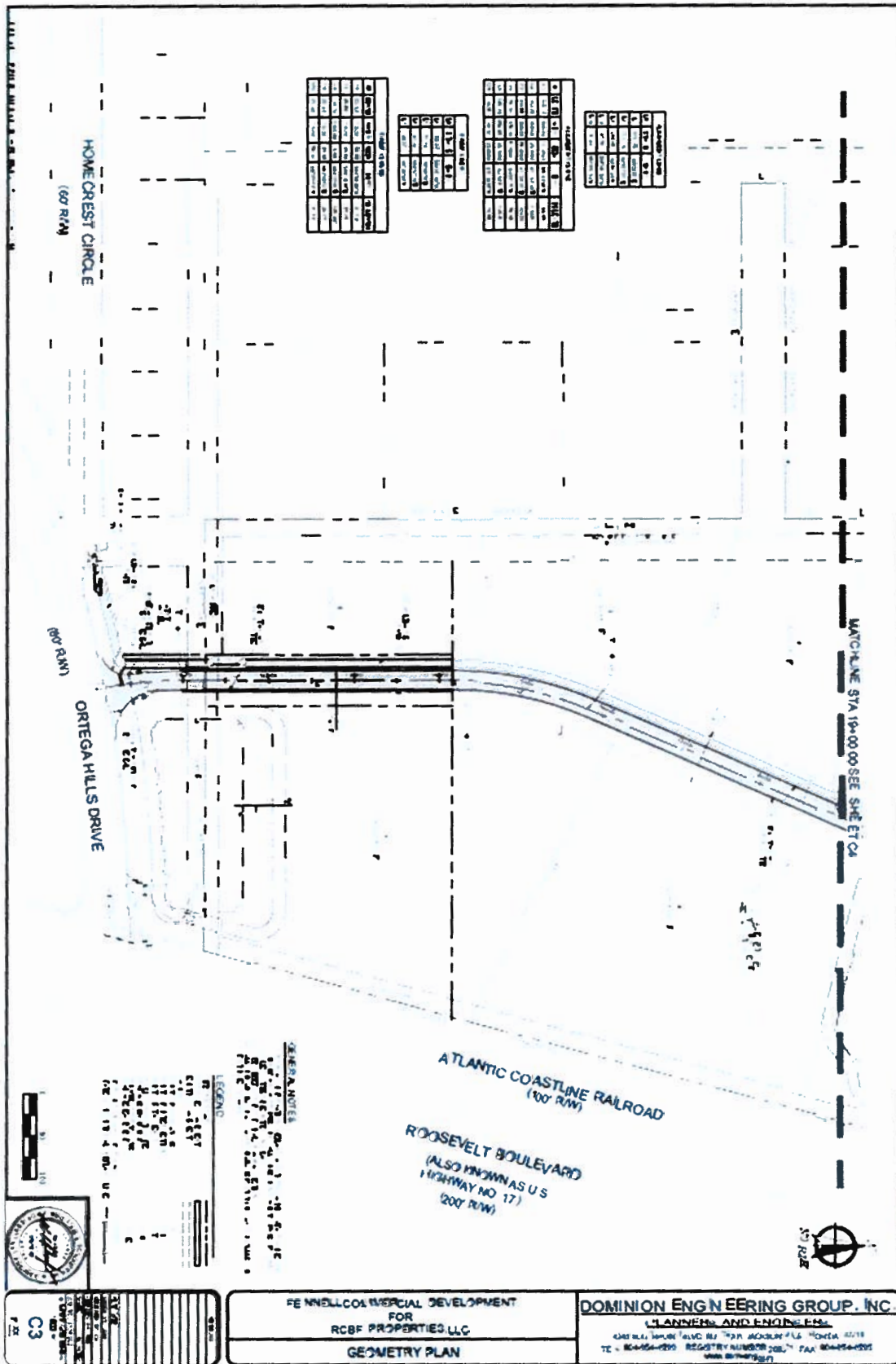


TABLE 1
VERTICAL CURVE DATA

STATION	PC	PVI	PT	VC	GRADE
1+00	1+00	1+00	1+00	1+00	1+00
1+10	1+10	1+10	1+10	1+10	1+10
1+20	1+20	1+20	1+20	1+20	1+20
1+30	1+30	1+30	1+30	1+30	1+30
1+40	1+40	1+40	1+40	1+40	1+40
1+50	1+50	1+50	1+50	1+50	1+50
1+60	1+60	1+60	1+60	1+60	1+60
1+70	1+70	1+70	1+70	1+70	1+70
1+80	1+80	1+80	1+80	1+80	1+80
1+90	1+90	1+90	1+90	1+90	1+90
2+00	2+00	2+00	2+00	2+00	2+00

TABLE 2
GRADES

STATION	GRADE
1+00	1+00
1+10	1+10
1+20	1+20
1+30	1+30
1+40	1+40
1+50	1+50
1+60	1+60
1+70	1+70
1+80	1+80
1+90	1+90
2+00	2+00

TABLE 3
CURVES

STATION	PC	PVI	PT	VC	GRADE
1+00	1+00	1+00	1+00	1+00	1+00
1+10	1+10	1+10	1+10	1+10	1+10
1+20	1+20	1+20	1+20	1+20	1+20
1+30	1+30	1+30	1+30	1+30	1+30
1+40	1+40	1+40	1+40	1+40	1+40
1+50	1+50	1+50	1+50	1+50	1+50
1+60	1+60	1+60	1+60	1+60	1+60
1+70	1+70	1+70	1+70	1+70	1+70
1+80	1+80	1+80	1+80	1+80	1+80
1+90	1+90	1+90	1+90	1+90	1+90
2+00	2+00	2+00	2+00	2+00	2+00

TABLE 4
SLOPES

STATION	SLOPE
1+00	1+00
1+10	1+10
1+20	1+20
1+30	1+30
1+40	1+40
1+50	1+50
1+60	1+60
1+70	1+70
1+80	1+80
1+90	1+90
2+00	2+00

GENERAL NOTES
1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. THE LOCATION OF THE PROPOSED ROADWAY IS SHOWN BY THE CENTERLINE AND RIGHT-OF-WAY LINES.
3. THE PROPOSED ROADWAY SHALL BE CONSTRUCTED TO THE STANDARDS AND SPECIFICATIONS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.
4. THE PROPOSED ROADWAY SHALL BE CONSTRUCTED TO THE STANDARDS AND SPECIFICATIONS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.

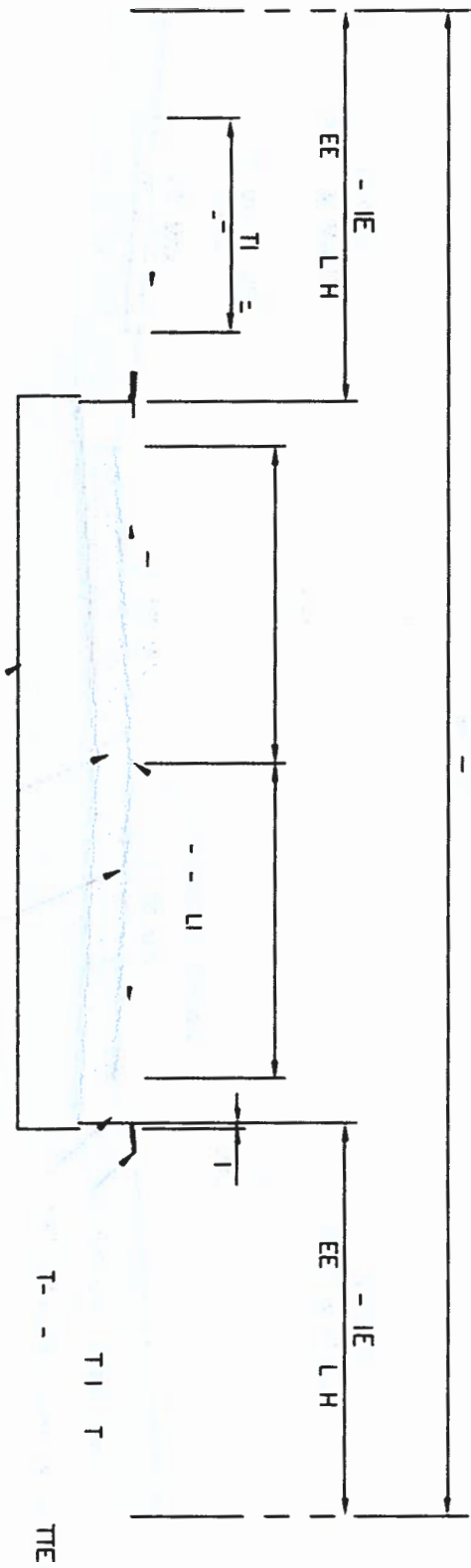
LEGEND
PC - POINT OF CURVATURE
PVI - POINT OF VERTICAL INTERSECTION
PT - POINT OF TANGENCY
VC - VERTICAL CURVE
GRADE - GRADE
SLOPE - SLOPE



DATE: 11/19/14
DRAWN BY: [Signature]
CHECKED BY: [Signature]
SCALE: AS SHOWN
SHEET NO. 33 OF 33

FENWICK COMMERCIAL DEVELOPMENT
FOR
RCBF PROPERTIES LLC
GEOMETRY PLAN

DOMINION ENGINEERING GROUP, INC.
PLANNERS AND ENGINEERS
REGISTERED PROFESSIONAL ENGINEERS
REGISTERED PROFESSIONAL PLANNERS
REGISTERED PROFESSIONAL SURVEYORS
REGISTERED PROFESSIONAL LANDSCAPE ARCHITECTS



ROADWAY SECTION

TE HE ETE E
 TE F U E I IF E
 IF - I ILLE E

TE U E I E I L
 E TI - HT T- L
 T L TI E F I L
 E ITI - HT T- TE

EXHIBIT D
(Drainage Easements)

Prepared by and return to:

STORMWATER DRAINAGE EASEMENT

This **STORMWATER DRAINAGE EASEMENT** (this "**Easement**") is made this ____ day of _____, 20____, by and between [**TIMUQUANA COMMERCE CENTER OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation], hereinafter referred to as the "**Grantor**", whose mailing address is _____, and **CITY OF JACKSONVILLE**, a municipal corporation under the laws of the State of Florida ("**City**"), whose address is Attn: Chief Real Estate Division, 214 N. Hogan Street, 10th Floor, Jacksonville, Florida 32202.

W I T N E S S E T H

WHEREAS, Grantor is the owner of a tract of land more particularly described in Exhibit "A" attached hereto and hereafter collectively referred to as the "**Grantor Parcel**";

WHEREAS, City is the owner of a tract of land more particularly described in Exhibit "B" attached hereto and hereafter referred to as the "**City Parcel**" (the Grantor Parcel and the City Parcel are sometimes individually referred to herein as a "**Parcel**", and collectively as the "**Parcels**");

WHEREAS, Grantor wishes to grant and City wishes to receive, as an appurtenance to the City Parcel, an easement over, under and across a portion of the Grantor Parcel as more particularly described on Exhibit "C" attached hereto (the "**Pond Easement Area**") for the purpose of impounding surface water flow and stormwater runoff from the City Parcel; and

WHEREAS, the term "**Surface Water Management Facility**" as used herein means the retention pond and any related facility located in the Pond Easement Area described on Exhibit "C" (as the same may be relocated or reconfigured pursuant to the terms of this Easement) for the purpose of impounding surface water flow and stormwater runoff from the Grantor Parcel and the City Parcel.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

Grant of Pond Easement. Grantor hereby grants to City, its successors and assigns, as an easement appurtenant to the City Parcel, an irrevocable and perpetual, non-exclusive easement to convey, discharge, drain, and impound surface water and stormwater from the City Parcel over, under and across the Pond Easement Area and into the Surface Water Management Facility and to construct, operate, lay, improve and/or repair and maintain an underground drainage pipe and related outfall facilities in, on, along,

through, across, or under the Pond Easement Area for the benefit of the City Parcel to facilitate such conveyance, discharge, drainage and impoundment (the “**City Drainage Facilities**”). City shall not alter or cause to be altered the City Drainage Facilities if such alteration would materially adversely affect the retention of surface water or stormwater in the Surface Water Management Facility. Notwithstanding the foregoing, the installation of City Drainage Facilities on the Grantor Parcel by City and the use of the Pond Easement Area to drain surface water and stormwater from the City Parcel is conditioned on (i) City having obtained all required governmental approvals for such connection and use, and (ii) Grantor having approved the plans for the City Drainage Facilities within the Pond Easement Area in writing, which approval shall not be unreasonably withheld, conditioned or delayed. City shall, at its sole cost and expense, promptly repair any landscaping or other improvements located on the Grantor Parcel damaged by City in the exercise of its rights hereunder.

Reservation of Rights by Grantor. The right to use the Pond Easement Area and the Surface Water Management Facility located on the Grantor Parcel for any purpose not incompatible with the easement granted hereby is expressly reserved by Grantor. In addition, Grantor reserves the right to install driveway, landscaping, drainage and utility improvements within the Pond Easement Area located on the Grantor Parcel, subject to all applicable regulations of the applicable governmental authorities, provided that such reserved rights do not materially obstruct or interfere with the easement and rights herein granted.

Maintenance and Repair of the Surface Water Management Facility, Grantor Drainage Facilities and City Drainage Facilities. Grantor, at its sole expense, shall maintain, or cause to be maintained, the Surface Water Management Facility in good order, in a slightly and safe condition and in compliance with all applicable governmental laws, rules, and regulations. City shall, at its sole expense, maintain or cause to be maintained the City Drainage Facilities and any drainage pipes or other drainage facilities located on the City Parcel used to convey surface water and stormwater to the Surface Water Management Facility in good order, in a slightly and safe condition and in compliance with all applicable governmental laws, rules, and regulations. In the event either party shall fail to complete its repair and maintenance obligations in accordance with this Easement within thirty (30) days after written notice of such failure, then the other party shall have the right, but not the obligation, to complete such maintenance or repair. Should either party exercise such right of self-help, then such party shall be reimbursed promptly by the other party for the costs incurred in performing such maintenance or repair. The party seeking reimbursement shall provide to the other party an invoice for such costs and expenses, along with copies of all supporting documentation. The party owing reimbursement shall pay for such costs within thirty (30) days after receiving the invoice and supporting documentation.

Indemnification.

Subject to the provisions and limitations of Section 768.28, Florida Statutes, City hereby indemnifies, holds harmless and agrees to defend Grantor, its officers, directors, employees, members, shareholders and partners against any losses, costs, claims and actions for damages to property or injury to persons to the extent such losses, costs, claims and actions for damages are attributable to any negligent act or omission or willful misconduct in the performance by City of its duties and obligations hereunder. Provided, however, that regardless of whether any such obligations are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the City and the City’s members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Easement. Grantor hereby indemnifies, holds harmless and agrees to defend City, its officers, directors, employees, members, shareholders and partners against any losses, costs, claims and actions for damages to property or injury to persons arising out of or in connection with any negligent act or omission or willful misconduct in the performance by Grantor of its duties and obligations hereunder.

Incidental Rights. Each of the rights and benefits granted herein shall include all those additional rights and benefits which are necessary for the full enjoyment thereof and are customarily incidental thereto.

Running of Benefits and Burdens. All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, successors and assigns of the parties hereto.

Enforcement; Attorney's Fees. In the event of any default under this Easement, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance.

Construction. The rule of strict construction does not apply to this Easement. This Easement shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment on each party is carried out.

Severability. In the event that any of the covenants, agreements, terms or provisions contained in this Easement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected, prejudiced or disturbed thereby.

Notice. The addresses of PG and City are as set forth in the initial paragraph. If at any time, it is necessary or convenient for one of the parties to serve any notice, demand or communication upon the other party, such notice, demand or communication must be in writing, signed by the party serving notice, sent by nationally recognized overnight carrier or registered or certified United States mail, return receipt requested and postage or other charges prepaid.

No Third-Party Beneficiaries; Release of Easement. This easement is for the exclusive benefit of the Grantor Parcel and the City Parcel and is not intended for the use or benefit of any other real property, nor is it for the use or benefit of any person or entity. Grantor and City expressly permit the use of the Pond Easement Area and the Surface Water Management Facility by any lessee of all or a portion of the Grantor Parcel. Grantor and City, together, may terminate this Easement by recording a release in recordable form executed by all owners of the Grantor Parcel and the City Parcel, whereupon all rights, duties, and liabilities hereby created shall terminate.

Entire Agreement; Amendment. The parties hereto agree that the entire agreement between the parties with respect to the Pond Easement Area, the Surface Water Management Facility, and the City Drainage Facilities is set forth in this Easement. This instrument may be amended only by an instrument in writing and signed by the persons who are the then owners of the fee simple title to the Grantor Parcel and the City Parcel.

Waiver. No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

Governing Law and Venue. This Easement shall be construed in accordance with the laws of the State of Florida, and venue shall be Duval County, Florida.

Counterparts. This Easement may be executed in counterparts, each of which shall be deemed an original document, but all of which shall constitute a single document. This Easement shall not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document

has been executed by each party and a copy thereof delivered to the other party to this Easement. The facsimile signature of a party is and shall be deemed to be an original execution and is binding.

[Signatures pages to follow]

IN WITNESS WHEREOF, Grantor and City have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

Grantor:

[TIMUQUANA COMMERCE CENTER OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation],

Printed Name: _____

By: _____
Name: _____
Title: _____

Printed Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2024____, by _____, the _____ of **[TIMUQUANA COMMERCE CENTER OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, 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 Florida
Name: _____
My Commission Expires: _____
My Commission Number is: _____

Signed, sealed and delivered in our presence as witnesses:

CITY:

CITY OF JACKSONVILLE, a Florida municipal corporation

Name Printed: _____

By: _____
Name: Donna Deegan
As: Mayor

Name Printed: _____

Attested by:

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
Print Name: _____
Commission No.: _____
My Commission Expires: _____

Form Approved:

Office of General Counsel

Exhibit "A" to Stormwater Drainage Easement

Legal Description of the Grantor Parcel

Exhibit "B" to Stormwater Drainage Easement

Legal Description of the City Parcel

Exhibit "C"

Pond Easement Area

EXHIBIT E

**Budget for Improvements/EOPC
(Sketch and cost table)**

[attached]



Dominion Engineering Group, Inc.
 4348 Southpoint Blvd, Suite 201,
 Jacksonville, Florida 32216
 904-854-4500 main

FENNEL RD - Roadway Improvements

Engineer's Opinion of Probable Construction Costs

Item	Description	QTY	Unit Price	Unit	Total Price
Erosion Control					
0104 10 3	SEDIMENT BARRIER	5,300	2.45	LF	\$12,985.00
	MAINTAIN/REMOVAL OF SB	5,300	1.00	LF	\$5,300.00
				Sub Total	\$18,285.00
Grassing					
57012	PERFORMANCE TURF, SOD (BEHIND CURB & PONDS)	8,500	4.39	SY	\$37,315.00
	SEED & MULCH	7,800	2.25	SY	\$17,550.00
				Sub Total	\$54,865.00
Site Work					
430175115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15"/S/CD	265	254.72	LF	\$67,500.80
430175118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"/S/CD	538	138.16	LF	\$74,330.08
430175124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"/S/CD	1151	157.04	LF	\$180,753.04
430175130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"/S/CD	1405	257.2	LF	\$361,366.00
430175136	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36"/S/CD	761	406.39	LF	\$309,262.79
0425 1351	INLETS, CURB, TYPE P-5, <10'	11	8938.22	EA	\$98,320.42
0425 1352	INLETS, CURB, TYPE P-5, >10'	1	10291.75	EA	\$10,291.75
0425 1551	INLETS, DT BOT, TYPE E, <10'	10	8582.7	EA	\$85,827.00
0425 1559	INLETS, DT BOT, TYPE E, MODIFY	2	14199.46	EA	\$28,398.92
430982129	MITERED END SECTION, OPTIONAL, ROUND, 24"	2	2842.85	EA	\$5,685.70
430982133	MITERED END SECTION, OPTIONAL, ROUND, 30"	1	5731.87	EA	\$5,731.87
430982138	MITERED END SECTION, OPTIONAL, ROUND, 36"	1	8228.61	EA	\$8,228.61
0120 1	REGULAR EXCAVATION (POND)	40900	8.29	CY	\$339,061.00
	CONTROL STRUCTURE	1	20000	EA	\$20,000.00
0425 2 41	MANHOLES P-7, <10'	11	7929.18	EA	\$87,220.98
0425 2 41	MANHOLES P-7, >10'	3	10396.78	EA	\$31,190.34
	BOX CULVERT	1	350000	EA	\$350,000.00
0110 1 1	CLEARING AND GRUBBING	7.5	32777.54	AC	\$245,831.55
105031212	UTILITY PIPE - POLYETHYLENE, FURNISH & INSTALL, WATER/SEWER, 12"	1850	141	LF	\$260,850.00
105031208	UTILITY PIPE - POLYETHYLENE, FURNISH & INSTALL, WATER/SEWER, 8"	1850	104.18	LF	\$192,733.00
0527 2	DETECTABLE WARNINGS	150	39.98	SF	\$5,997.00
				Sub Total	\$2,768,580.85
Traffic Control					
0102	MOT	1	45000.00	LS	\$45,000.00
				Sub Total	\$45,000.00
Roadwork					
520110	CONCRETE CURB & GUTTER, TYPE F	3700	46.71	LF	\$172,827.00
334153	SUPERPAVE ASPH CONC, TRAF C, PG 76-22 (INCLUDES PATH)	600	155.6	TON	\$93,360.00
285704	OPTIONAL BASE, BASE GROUP 4 (INCLUDES PATH)	6747	30.19	SY	\$203,691.93
0710 11231	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6"	0.35	660.8	GM	\$231.28
0710 11101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	0.7	1343.15	GM	\$940.21
0700 3101	SIGN PANEL, FURNISH & INSTALL, GROUND MOUNT, UP TO 12 SF	3	278.81	EA	\$836.43
164411308	FIRE HYDRANT, F&I, STANDARD, 2 HOSE, 1 PUMPER, 6"	4	7901.09	EA	\$31,604.36
				Sub Total	\$503,491.21
Engineering Fee					
	ENGINEERING FEE	1	75000.00	LS	\$75,000.00
				Sub Total	\$75,000.00
Total =					\$3,465,222.06
20% Contingency =					\$693,044.41
Engineer's Opinion of Total Construction Costs =					\$4,158,266.47

Engineer's Certification



Digitally signed by Joshua M Benolken
 DN: c=US, o=Florida,
 dnQualifier=A01410D00000183688B05
 7600084D6F, cn=Joshua M Benolken
 Date: 2023.08.22 12:06:28 -04'00'

Joshua Benolken, P E Date
 FLPE # 93672

I hereby certify the above costs are the engineer's opinion of total construction costs based upon FDOT Item Annual Average Unit Cost (08/09/2023). A 20% contingency was added.

EXHIBIT F

Intentionally Omitted

EXHIBIT G

Acceptance Package Checklist

ACCEPTANCE PACKAGE CHECKLIST

Submit the following in a package to Development Services, 214 N. Hogan St., Ste. 2100, Jacksonville, Florida 32202.

Date:	Civil Plan CDN:	Plat CDN:
Project Name (as it appears on the plat):		
Engineer (Contact):		Phone:
Engineer (Company Name, Address, City, State, and Zip):		
Email Address:		

- Confirmation of Plat Recording:** Plat Book _____, Page _____, Date Recorded _____
- Developer's Warranty:** (Attachment No. 12).
- Engineers Certificate of Compliance:** (Attachment No. 9).
- Surveyor Certificate:** (Attachment No. 10).
- Owners Affidavit:** (Attachment No. 11).
- Record of Completion of final inspection punch list items:** The city's Project Manager shall certify, by signature and date on the report, when the punch list items are completed. On privately inspected, private subdivision the final punch list and a sealed letter must come from the private inspection company's licensed Professional Engineer.
- As-Built/Acceptance Letter:** Signed and sealed prints of as-builts for the paving and drainage OR Disc shall be submitted to City's Project Manager for approval to receive the letter. On a private subdivision a sealed letter must come from a licensed Professional Engineer.
- Traffic Sign Installation:** The Developer shall provide written notification from traffic that all signs have been completed, if sign where a part of the project. On a private subdivision a sealed letter must come from a licensed Professional Engineer.
- JEA Acceptance Letter:** Certifying project completed in accordance with JEA standards.
- A copy of the St. Johns Water Management Permit:** A copy of the written notification to the District that project is complete and ready for inspection. (This notification can be the "Statement of Compliance" to the St. Johns River Water Management District.)
- Department of Environmental Protection Certification:** Construction completion and approved, if DEP is involved with the project.
- Soil and Concrete Testing:** Developer is to submit copies of soil and concrete testing performed during construction of subdivisions and other permitted work.
- Bill of Sale and Specs:** Other improvements, such as mechanicals. (Sample Attachment No. 17).
- Post-Construction Warranty:** Civil Plan Submittal Date _____.
- Return of Bond:** Plat Bond Surety _____ LOC _____ or Cash _____, Project not bonded _____.

Document Labeling Requirements:

During the Preliminary Platting, Final Platting, and Subdivision Acceptance processes, there are a list of documents require to complete the process. In order to increase efficiency and accuracy of the review process. These documents must be easily identifiable and reference the plat and the civil plan. Therefore, starting September 3, 2019 all documents must be labeled as below, including cases when the civil plan and plat have the same CDN number.

Examples:

On the Preliminary Plat and Plat Recording Package Documents:

Name of Subdivision exactly as it appears on the Mylar

Civil Plan CDN: 1234.000

Plat CDN: 1234.001

On the Acceptance Package Documents:

Name of Subdivision exactly as it appears on the Recorded Plat

Civil Plan CDN: 1234.000

Plat CDN: 1234.001

IF ALL REQUIRED DOCUMENTS ARE NOT LABELED PROPERLY, THE SUBMITTAL WILL BE RETURNED FOR CORRECTION.

EXHIBIT H

Performance Schedule

Developer will Commence Construction within one (1) year after the Effective Date of the Agreement.

Developer will Complete Construction within two (2) years after the date Developer Commences Construction.

EXHIBIT I

Disbursement Request Forms

[see attached]

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. Direct Purchase Materials - \$ _____
 8. Sales Tax for Direct Purchase Materials - \$ _____
 9. Total Completed & Stored (4) + (5) + (6) - (7) - (8) \$ _____
 10. Retainage * 5% of Item (9), not to exceed 5% of Item (3) - \$ _____
 11. Less Previous Payments Made (or) Invoiced \$ _____
 12. Payment Amount Due this Application (9) - (10) - (11) \$ _____

(*)-Retainage subject to conditions as set forth in Paragraph 20.39.5 of the General Conditions.

CONTRACTOR'S CERTIFICATION

The undersigned CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR has complied with all provisions of Part 6 of the Purchasing Code including the payment of a pro-rata share to Minority Business Enterprises of all payments previously received by the CONTRACTOR.

Dated _____ 20 _____

CONTRACTOR

By: _____

Notary Public

DATE

APPROVALS

Construction Inspector
Project Engineer
P. E., Contract Section

13-1

01 08

Reissued 04/18

**CITY OF JACKSONVILLE, FLORIDA
CONTRACTOR'S AFFIDAVIT
FOR
FINAL PAYMENT**

STATE OF FLORIDA)

55

COUNTY OF DUVAL)

That under date of the _____ day of _____, 20____, the undersigned CONTRACTOR does hereby certify that the certain contract agreement entered into with the City of Jacksonville as Owner, covering:

has been entirely performed, that the improvements contracted by said contract to be made have been fully completed, and final payment thereunder has become due to the undersigned by said owner; and this statement is given, under oath, in compliance with the Uniform Mechanics Lien Law of Florida to enable the undersigned to obtain final payment from the City of Jacksonville; that all lienors contracting directly with, or directly employed by the undersigned, or in connection with said improvements and under and in connection with said contract, have been paid in full, except the following in the following amounts and for the following services:

Further, the undersigned CONTRACTOR certifies that, if applicable, it has fully complied with Part 6 of the Purchasing Code (Equal Business Opportunity) and the requirements of this contract as to participation by SDBEs and SBEs and states that the following amounts have been, or upon receipt of final payment will be, paid within seven (7) business days after Contractor's receipt of payment from CITY to SDBEs and SBEs for goods or services furnished on this project as follows:

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	SBE/SDBE TYPE	TYPE OF WORK	TOTAL PAYMENT AMOUNT	PERCENT OF TOTAL CONTRACT AMOUNT
Submit additional sheets as needed.				TOTAL		

Sworn to and subscribed before

CONTRACTOR

me this _____ day or _____,

By: _____

A. D. 20 _____

Title

Notary Public, State of Florida
at Large. My Commission expires:

Address

13-3

01/08

Reissued 04/18

EXHIBIT J

Insurance and Bond Requirements

[attached]

Insurance Requirements

Without limiting its liability under this **Agreement**, **Contractor** and its subcontractors shall always during the term of this **Agreement** procure prior to commencement of work to maintain coverages for the life of this **Agreement** and shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as additional insured as indicated in the insurance provisions.

INSURANCE COVERAGES

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

This insurance shall cover the **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.

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	Damage to Rented Premises
	\$ 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 Combined Single Limit (Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)	\$1,000,000
---	-------------

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).

Pollution Liability \$1,000,000 per Loss
(Including asbestos and transportation) \$2,000,000 Aggregate

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

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

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

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

To the extent construction services above \$10,000 will occur, a Builder's Risk policy shall be required. Such insurance shall be on a form acceptable to the City's Office of Risk Management. The Builder's Risk policy shall include All Risk Coverages on a form no more restrictive than the ISO "Special" Causes of Loss form and shall include coverage for Wind and Hail and Earth Movement. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum \$10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. Named insureds shall be: the Design-Builder, the City, and the City's members, officials, officers, employees and agents, and the Program Management Firms(s) (when program management services are provided). The City of Jacksonville and the City's members, officials, officers, employees and agents are to be named as a loss payee.

Additional Insurance Provisions

M. Certificates of Insurance. **Contractor** shall deliver to the City of Jacksonville Certificates of

Insurance that shows the corresponding City Contract , Bid Number or PO if applicable in the Description, Additional Insured, Waivers of Subrogation and statement as provided below. The certificates of insurance shall be insurance certificate shall be made available upon request of the City of Jacksonville.

- N. Additional Insured: All insurance except Worker's Compensation, shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability in a form no more restrictive than CA2048.
- O. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville its respective members, officers, officials, employees and agents.
- P. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- Q. **Contractor** Insurance Primary. The insurance provided by **Contractor** shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City of Jacksonville and their respective members, officers, officials, employees and agents.
- R. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this **Agreement** shall remain the sole and exclusive responsibility of the named insured **Contractor**. Under no circumstances will the City of Jacksonville its respective members, officers, officials, employees and agents be responsible for paying any deductible or self-insured retention related to this Contract.
- S. **Agreement** Insurance Additional Remedy. Compliance with the insurance requirements of this **Agreement** shall not limit the liability of the **Contractor** or its subcontractors, employees or agents to the City of Jacksonville its respective members, officers, officials, employees and agents and shall be in addition to and not in lieu of any other remedy available under this **Agreement** or otherwise.
- T. Waiver/Estoppel. Neither approval by City of Jacksonville nor its failure to disapprove the insurance furnished by **Contractor** shall relieve **Contractor** of **Contractor's** full responsibility to provide insurance as required under this Contract.
- U. Notice. The **Contractor** shall provide an endorsement issued by the insurer to provide the City of Jacksonville thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If such endorsement is not provided, the **Contractor**, shall provide said thirty (30) days written notice of any change in the above coverages or limits, or of coverages being suspended, voided, cancelled, including through expiration or non-renewal.
- V. Survival. Anything to the contrary notwithstanding, the liabilities of the **Contractor** under this **Agreement** shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

- W. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City of Jacksonville may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City of Jacksonville and its respective members, officers, officials, employees and agents also be named as an additional insured.
- X. Special Provision: Prior to executing this Agreement, **Contractor** shall present this **Agreement** and insurance requirements to its Insurance Agent Affirming: 1) that the agent has personally reviewed the insurance requirements of the **Agreement** Documents, and (2) that the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contract.

EXHIBIT K

JSEB Reporting Form

FORM 3
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM
FINANCE & ADMINISTRATION DEPARTMENT
CONSULTANT AND CONTRACTOR'S MONTHLY REPORT

PRIME CONTRACTOR NAME _____ PROJECT TITLE _____
 PROFESSIONAL SERVICES (RFP) NO _____ -OR- CITY BID NO _____
 CURRENT CONTRACT TOTAL AMOUNT \$ _____ CITY CONTRACT NO. or PO NO _____

INVOICE INFORMATION	
INVOICE NO. _____	CURRENT INVOICE \$: _____
FOR PERIOD ENDING DATE _____	CUMULATIVE INVOICED \$: _____
% CONTRACT COMPLETE: _____	

CONTRACT GOAL TRACKING	
JSEB SUPPLIER GOAL \$: _____	JSEB SUPPLIER GOAL %: _____
PRIOR MONTH CUMULATIVE JSEB SUPPLIER \$: _____	PRIOR MONTH CUMULATIVE NON- JSEB SUPPLIER \$: _____
CUMULATIVE JSEB SUPPLIER \$: _____	CUMULATIVE NON- JSEB SUPPLIER \$: _____
FORMULA FOR CURRENT MONTH %: CUMULATIVE \$ / CUMULATIVE \$ INVOICED	
CUMULATIVE JSEB SUPPLIER %: _____ CUMULATIVE NON- JSEB SUPPLIER %: _____	

JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTORS TO BE PAID FROM THIS INVOICE					
COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	JSEB TYPE ¹	TYPE OF WORK ²	\$ THIS PAYMENT
TOTAL					

NON-JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTORS TO BE PAID FROM THIS INVOICE					
COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	Type	TYPE OF WORK ²	\$ THIS PAYMENT
			N/A		
			N/A		
			N/A		
TOTAL					

¹JSEB (Jacksonville Small Emerging Business)
²TYPE OF WORK Examples: Contracting, Electrical, Consulting, Engineering, Hauling, Janitorial, Masonry, Site Clearing, Technical Support, etc.

FOR CITY OF JACKSONVILLE USE ONLY			
DATE PROCESSED	DOCUMENT NO.	INDEX CODE - SUBJECT - PROJECT NO. - DETAIL	\$ THIS PAYMENT

- Notes:
- 1 THIS MONTHLY FORM MUST BE COMPLETED AND SUBMITTED WITH ALL REQUESTS FOR PAYMENT AND FINAL PAYMENT
 - 2 Contractor shall attach to this form a typewritten explanation of any differences in JSEB participation from original contract commitment.

Revised: June 2022

Exhibit L

Indemnity

Contractor and its subcontractors (the “Indemnifying Party”) shall hold harmless, indemnify, and defend the City of Jacksonville and their respective members, officers, officials, employees and agents (collectively the “**Indemnified Parties**”) from and against, without limitation, 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:

4. General Tort Liability, for any negligent act, error or omission, 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, whether arising out of or incidental to the Indemnifying Party’s performance of the **Agreement**, operations, services or work performed hereunder; and

5. Environmental Liability, to the extent this **Agreement** contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the **Agreement**; and

6. Intellectual Property Liability, to the extent this **Agreement** contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services provided under this **Agreement** (the “**Service(s)**”), any product generated by the Services, or any part of the Services as contemplated in this **Agreement**, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties, a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this **Agreement**, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its 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. Such terms of indemnity shall survive the expiration or termination of the 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.

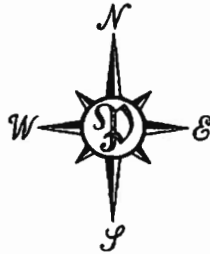
Exhibit M
(the "Property")

PARCEL 1 - EXHIBIT M

MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

(SEE SHEET 1 FOR LEGAL DESCRIPTION)

TIMUQUANA COMMERCE CENTER
PLAT BOOK 62 PAGES 96-99



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	553.30'	N89°52'49"E
L2	290.47'	N00°00'00"W
L3	771.15'	N23°27'21"E
L4	74.95'	N00°36'28"W
L5	60.00'	N89°33'44"E
L6	74.77'	S00°36'28"E
L7	771.15'	S23°27'21"W
L8	290.35'	S00°00'00"E
L9	60.00'	S89°52'49"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	178.03'	430.00'	23°27'21"	N11°43'40"E	174.61'
C2	92.40'	220.00'	24°03'47"	N11°25'27"E	91.72'
C3	117.59'	280.00'	24°03'47"	S11°25'27"W	116.73'
C4	151.47'	370.00'	23°27'21"	S11°43'40"W	150.42'

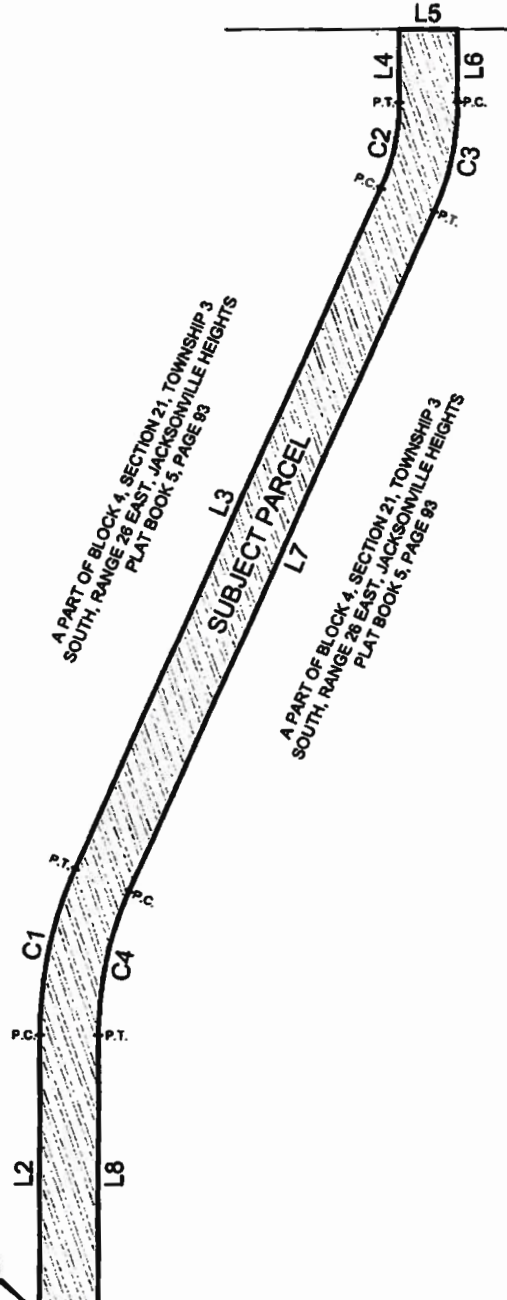
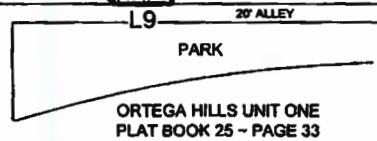
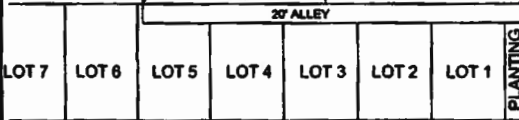
O.R.B. 15565
PAGE 1185

O.R.B. 17299
PAGE 1342

O.R.B. 14980
PAGE 381

POINT OF COMMENCEMENT
SWLY CORNER OF TRACT 10, BLOCK 4 JACKSONVILLE HEIGHTS

POINT OF BEGINNING



SHEET 2 OF 2

PERRET AND ASSOCIATES, INC.

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 - (904) 895-0030

- GENERAL NOTES:**
- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF BLOCK 4, JACKSONVILLE HEIGHTS, PLAT BOOK 5, PAGE 83, AS N89°52'49"E, NAD83 (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.
 - THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS.
 - THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
 - IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA F.L.R.M. MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY SHOWN ABOVE. SURVEYOR HEREON WILL CONFIRM FOR ADDITIONAL FEE.

- LEGEND**
- P.C. POINT OF CURVATURE
 - P.T. POINT OF TANGENCY
 - P.R.C. POINT OF REVERSE CURVE
 - P.C.C. POINT OF COMPOUND CURVE
 - P.O.C. POINT ON CURVE
 - P.R.M. PERMANENT REFERENCE MONUMENT
 - P.C.P. PERMANENT CONTROL POINT
 - B.R.L. BUILDING RESTRICTION LINE
 - C.L.F. CHAIN LINK FENCE
 - R.W. RIGHT-OF-WAY
 - O.R.B. OFFICIAL RECORDS BOOK
 - O.L. ON LINE
 - B.L. BREAK LINE

- R RADIUS
- Δ or D DELTA (CENTRAL ANGLE)
- A or L ARC LENGTH
- C or CH CHORD
- CB CHORD BEARING
- LR LINE RADIAL TO CURVE
- AC AIR CONDITIONER
- CONC. CONCRETE
- FD. FOUND
- I.P. IRON PIPE
- (M) MEASURED
- (D) DESIG.
- (F) FENCE



SCALE 1"=150'
07-28-2021
DATE OF SKETCH

LB ~ 6715

PARCEL 2 - EXHIBIT M

MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

A PART OF BLOCK 4, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 26 EAST, JACKSONVILLE HEIGHTS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY CORNER OF TRACT 10, SAID BLOCK 4; THENCE NORTH 89°52'49" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 4, A DISTANCE OF 613.30 FEET; THENCE NORTH 00°00'00" EAST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 290.35 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 370.00 FEET; THENCE NORTHEASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 151.47 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°43'40" EAST AND A CHORD DISTANCE OF 150.42 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 23°27'21" EAST, A DISTANCE OF 384.09 FEET TO THE POINT OF BEGINNING; THENCE NORTH 23°27'21" EAST, A DISTANCE OF 171.49 FEET TO A POINT OF NON-TANGENCY OF A CURVE CONCAVED SOUTHERLY AND HAVING A RADIUS 45.00 FEET; THENCE EASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 25.45 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 87°50'42" EAST AND A CHORD DISTANCE OF 25.11 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 75°57'20" EAST, A DISTANCE OF 193.92 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHEASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 71.63 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 30°21'15" EAST AND A CHORD DISTANCE OF 64.30 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 15°14'50" WEST, A DISTANCE OF 60.91 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 53.89 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°33'28" WEST AND A CHORD DISTANCE OF 50.73 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 39.06 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°13'05" WEST AND A CHORD DISTANCE OF 38.37 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE WESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 45.14 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75°18'22" WEST AND A CHORD DISTANCE OF 43.27 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 75°57'20" WEST, A DISTANCE OF 157.39 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE NORTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 40.23 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°20'41" WEST AND A CHORD DISTANCE OF 38.90 FEET TO A POINT OF NON-TANGENCY OF LAST SAID CURVE AND THE POINT OF BEGINNING.

SAID LANDS CONTAINING 1.14 ACRES/ 49,833 SQUARE FEET
 CERTIFIED TO: RCBF PROPERTIES

(SEE SHEET 2 FOR SKETCH)

SHEET 1 OF 2

PERRET AND ASSOCIATES, INC.

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 ~ (904) 805-0030

GENERAL NOTES:

- (1) BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF BLOCK 4, JACKSONVILLE HEIGHTS, PLAT BOOK 5, PAGE 93, AS N89°52'49"E, NAD83 (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.
- (2) THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS.
- (3) THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
- (4) IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA F.I.R.M. MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY SHOWN ABOVE. SURVEYOR HEREON WILL CONFIRM FOR ADDITIONAL FEE.

- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.R.C. POINT OF REVERSE CURVE
- P.C.C. POINT OF COMPOUND CURVE
- P.O.C. POINT ON CURVE
- P.R.M. PERMANENT REFERENCE MONUMENT
- P.C.P. PERMANENT CONTROL POINT
- S.R.L. BUILDING RESTRICTION LINE
- C.L.F. CHAIN LINK FENCE
- R.O.W. RIGHT-OF-WAY
- O.R.B. OFFICIAL RECORDS BOOK
- O.L. ON LINE
- O.A. BREAK LINE

SCALE 1"=150'

07-28-2021

DATE OF SKETCH

LEGEND



LB ~ 6715

NATHAN P. PERRET, FLA. CERT. NO. 59900

F.B. _____ PG. _____

NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER

ORDER NO. 2018-2682-9

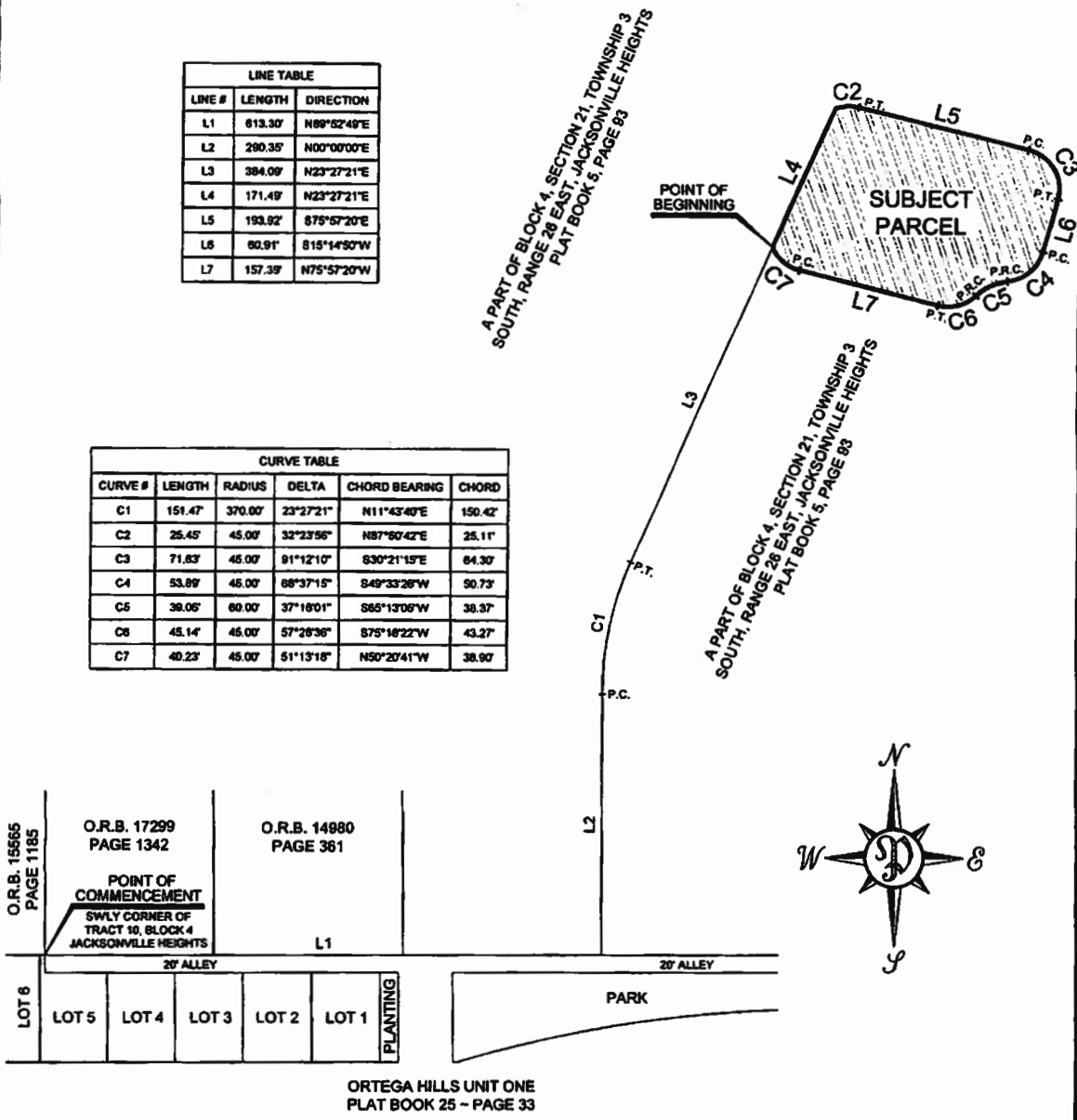
PARCEL 2 - EXHIBIT M

MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

(SEE SHEET 1 FOR LEGAL DESCRIPTION)

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	613.30'	N69°52'49"E
L2	290.35'	N00°00'00"E
L3	384.09'	N23°27'21"E
L4	171.49'	N23°27'21"E
L5	193.52'	S75°57'20"E
L6	60.91'	S15°14'50"W
L7	157.39'	N75°57'20"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	151.47'	370.00'	23°27'21"	N11°43'40"E	150.42'
C2	25.45'	45.00'	32°23'56"	N87°50'42"E	25.11'
C3	71.83'	45.00'	91°12'10"	S30°21'15"E	64.30'
C4	53.89'	45.00'	68°37'15"	S49°33'28"W	50.73'
C5	39.05'	60.00'	37°18'01"	S85°13'05"W	38.37'
C6	45.14'	45.00'	57°28'36"	S75°18'22"W	43.27'
C7	40.23'	45.00'	51°13'18"	N50°20'41"W	38.90'



SHEET 2 OF 2

PERRET AND ASSOCIATES, INC.

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 - (804) 805-0030

- GENERAL NOTES:**
- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF BLOCK 4, JACKSONVILLE HEIGHTS, PLAT BOOK 5, PAGE 93, AS N85°52'49"E, NAD83 (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.
 - THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS.
 - THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
 - IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA F.I.R.M. MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY SHOWN ABOVE. SURVEYOR HEREON WILL CONFIRM FOR ADDITIONAL FEE.

- LEGEND**
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 - P.T. POINT OF TANGENCY
 - P.R.C. POINT OF REVERSE CURVE
 - P.C.C. POINT OF COMPOUND CURVE
 - P.O.C. POINT ON CURVE
 - P.R.M. PERMANENT REFERENCE MONUMENT
 - P.C.P. PERMANENT CONTROL POINT
 - B.R.L. BUILDING RESTRICTION LINE
 - CLF CHAIN LINK FENCE
 - R/W RIGHT-OF-WAY
 - O.R.B. OFFICIAL RECORDS BOOK
 - OL ON LINE
 - |- BREAK LINE

- R RADIUS
- Δ or D DELTA (CENTRAL ANGLE)
- A or L ARC LENGTH
- CHORD CHORD
- C or CH CHORD BEARING
- (R) LINE RADIAL TO CURVE
- A/C AIR CONDITIONER
- CONC. CONCRETE
- FD. FOUND
- IP IRON PIPE
- MEASURED MEASURED
- (D) DIBED
- FENCE FENCE



SCALE 1"=150'

DATE OF SKETCH 07-28-2021

LB - 6715

PARCEL 3 - EXHIBIT M

MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

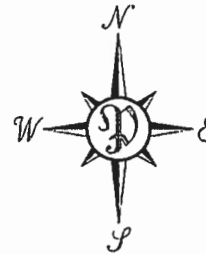
A PART OF BLOCK 4, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 26 EAST, JACKSONVILLE HEIGHTS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY CORNER OF TRACT 10, SAID BLOCK 4; THENCE NORTH 89°52'49" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 4, A DISTANCE OF 613.30 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°52'49" EAST, CONTINUING ALONG THE SOUTH LINE OF SAID BLOCK 4, A DISTANCE OF 258.98 FEET; THENCE NORTH 00°38'56" WEST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 30.28 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 46.85 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°23'03" WEST AND A CHORD DISTANCE OF 42.23 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 89°52'49" WEST, A DISTANCE OF 198.64 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 47.06 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°56'25" WEST AND A CHORD DISTANCE OF 42.38 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 30.06 FEET TO THE POINT OF BEGINNING.

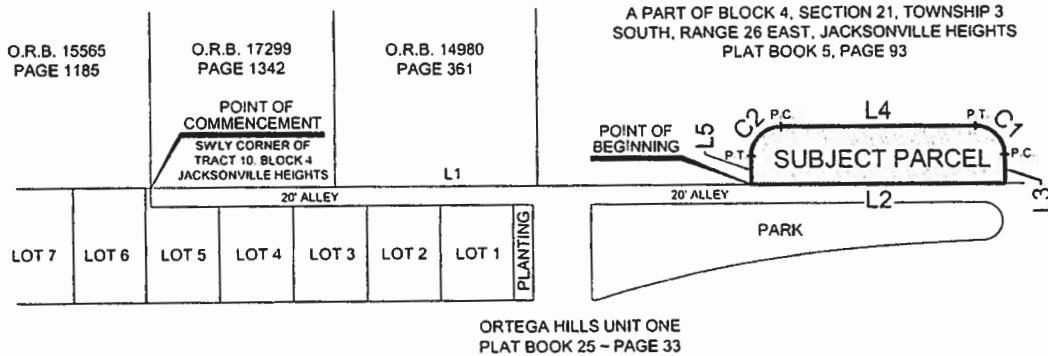
SAID LANDS CONTAINING 0.35 ACRES/ 15,137 SQUARE FEET

CERTIFIED TO: RCBF PROPERTIES

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	613.30'	N89°52'49"E
L2	258.98'	N89°52'49"E
L3	30.28'	N00°38'56"W
L4	198.64'	S89°52'49"W
L5	30.06'	S00°00'00"E



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	46.85'	30.00'	89°28'15"	N45°23'03"W	42.23'
C2	47.06'	30.00'	89°52'49"	S44°56'25"W	42.38'



PERRET AND ASSOCIATES, INC.

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 - (904) 805-0030

GENERAL NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF BLOCK 4, JACKSONVILLE HEIGHTS, PLAT BOOK 5, PAGE 93, AS N89°52'49"E, NAD83 (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES
- THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS
- THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
- IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA F.I.R.M. MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY SHOWN ABOVE. SURVEYOR HEREON WILL CONFIRM FOR ADDITIONAL FEE.

- LEGEND**
- P.C. POINT OF CURVATURE
 - P.T. POINT OF TANGENCY
 - P.R.C. POINT OF REVERSE CURVE
 - P.C.C. POINT OF COMPOUND CURVE
 - P.O.C. POINT ON CURVE
 - P.R.M. PERMANENT REFERENCE MONUMENT
 - P.C.P. PERMANENT CONTROL POINT
 - B.R.L. BUILDING RESTRICTION LINE
 - CLF. CHAIN LINK FENCE
 - R.W. RIGHT-OF-WAY
 - O.R.B. OFFICIAL RECORDS BOOK
 - O.L. ON LINE
 - B.L. BREAK LINE

SCALE 1"=150'

07-28-2021

DATE OF SKETCH

- R. RADIUS
- Δ. Δ. Δ. DELTA (CENTRAL ANGLE)
- A. L. ARC LENGTH
- C. O. CH. CHORD
- C. B. CH. CHORD BEARING
- (R) ONE RADIAL TO CURVE
- AC. AIR CONDITIONER
- CONC. CONCRETE
- FO. FOUND
- IR. IRON PIPE
- M. MEASURED
- (D) DEED
- F. FENCE

NATHAN P. PERRET, FLA. CERT. NO. 6900



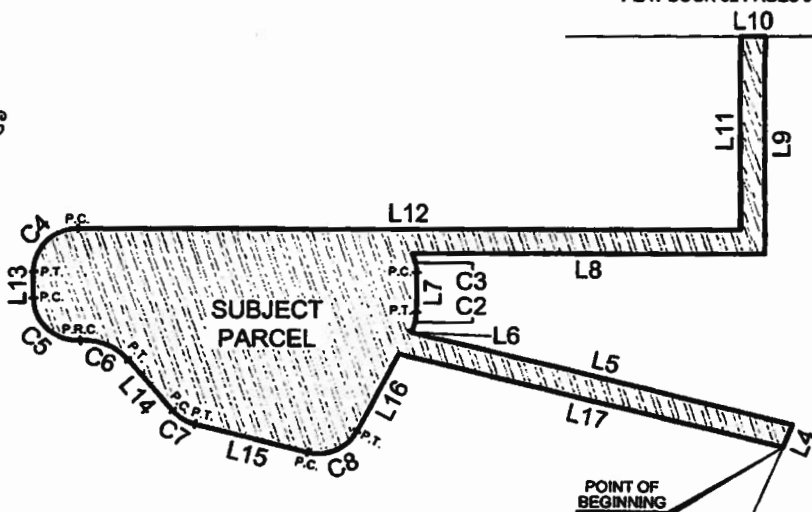
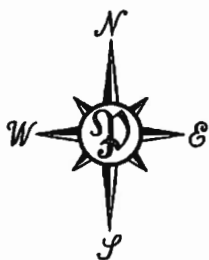
LB ~ 6715

PARCEL 4 - EXHIBIT M

MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

(SEE SHEET 1 FOR LEGAL DESCRIPTION)

TIMUQUANA COMMERCE CENTER
PLAT BOOK 62 PAGES 86-89



LINE #	LENGTH	DIRECTION
L1	563.30'	N89°52'49"E
L2	290.47'	N00°00'00"W
L3	484.34'	N23°27'21"E
L4	25.38'	N23°27'21"E
L5	400.87'	N78°31'07"W
L6	0.25'	N28°16'16"E
L7	41.88'	N00°08'23"W
L8	359.35'	N89°53'37"E
L9	225.87'	N00°13'21"W

LINE #	LENGTH	DIRECTION
L10	25.00'	S89°33'44"W
L11	200.72'	S00°13'21"E
L12	676.13'	S89°53'38"W
L13	27.86'	S00°13'18"E
L14	88.55'	S41°06'10"E
L15	119.11'	S75°59'12"E
L16	90.38'	N28°16'16"E
L17	403.08'	S78°31'07"E

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	178.03'	430.00'	23°27'21"	N11°43'40"E	174.81'
C2	22.29'	45.00'	28°22'38"	N14°04'58"E	22.06'
C3	20.72'	45.00'	26°23'01"	N13°17'54"W	20.54'
C4	70.78'	45.00'	80°06'58"	S44°50'09"W	63.70'
C5	73.33'	45.00'	93°21'48"	S46°54'12"E	65.48'
C6	54.95'	60.00'	52°28'56"	S87°20'38"E	53.05'
C7	27.40'	45.00'	34°53'02"	S58°32'41"E	28.98'
C8	59.49'	45.00'	75°44'32"	N86°08'32"E	55.25'

O.R.B. 15565
PAGE 1185

O.R.B. 17299
PAGE 1342

O.R.B. 14980
PAGE 361

POINT OF COMMENCEMENT
SWLY CORNER OF TRACT 10, BLOCK 4 JACKSONVILLE HEIGHTS

L1

20' ALLEY

20' ALLEY

LOT 8

LOT 7

LOT 6

LOT 5

LOT 4

LOT 3

LOT 2

LOT 1

PLANTING

PARK

ORTEGA HILLS UNIT ONE
PLAT BOOK 25 - PAGE 33

SHEET 2 OF 2

PERRET AND ASSOCIATES, INC.

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 - (904) 905-0030

GENERAL NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF BLOCK 4, JACKSONVILLE HEIGHTS, PLAT BOOK 5, PAGE 83, AS N89°52'49"E, NAD83 (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.
- THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS.
- THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
- IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA F.I.R.M. MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY SHOWN ABOVE. SURVEYOR HEREON WILL CONFIRM FOR ADDITIONAL FEE.

- LEGEND
- P.C. POINT OF CURVATURE
 - P.T. POINT OF TANGENCY
 - P.R.C. POINT OF REVERSE CURVE
 - P.C.C. POINT OF COMPOUND CURVE
 - P.O.C. POINT ON CURVE
 - P.R.M. PERMANENT REFERENCE MONUMENT
 - P.C.P. PERMANENT CONTROL POINT
 - B.R.L. BUILDING RESTRICTION LINE
 - C.L.F. CHAIN LINK FENCE
 - R.W. RIGHT-OF-WAY
 - O.R.B. OFFICIAL RECORDS BOOK
 - O.L. ON LINE
 - BREAK LINE

- R RADIUS
- Δ or D DELTA (CENTRAL ANGLE)
- A or L ARC LENGTH
- C or CH CHORD
- CB CHORD BEARING
- LR LINE RADIAL TO CURVE
- (A) AIR CONDITIONER
- (C) CONCRETE
- (F) FOUND
- (I.P.) IRON PIPE
- (M) MEASURED
- (D) DEED
- (F) FENCE



LB ~ 6715

SCALE 1"=150'

07-28-2021

DATE OF SKETCH

F.B. - PG. -

NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER ORDER NO.

2018-2882-10

PARCEL 4 - EXHIBIT M

MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

A PART OF BLOCK 4, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 26 EAST, JACKSONVILLE HEIGHTS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY CORNER OF TRACT 10, SAID BLOCK 4; THENCE NORTH 89°52'49" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 4, A DISTANCE OF 553.30 FEET; THENCE NORTH 00°00'00" WEST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 290.47 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 430.00 FEET; THENCE NORTHEASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 176.03 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°43'40" EAST AND A CHORD DISTANCE OF 174.81 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 23°27'21" EAST, A DISTANCE OF 484.34 FEET TO THE POINT OF BEGINNING; THENCE NORTH 23°27'21" EAST, A DISTANCE OF 25.38 FEET; NORTH 76°31'07" WEST, A DISTANCE OF 400.87 FEET; THENCE NORTH 28°16'16" EAST, A DISTANCE OF 0.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE NORTHERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 22.29 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 14°04'56" EAST AND A CHORD DISTANCE OF 22.06 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 00°06'23" WEST, A DISTANCE OF 41.88 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE NORTHERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 20.72 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°17'54" WEST AND A CHORD DISTANCE OF 20.54 FEET TO A POINT OF NON-TANGENCY OF LAST SAID CURVE; THENCE NORTH 89°53'37" EAST, A DISTANCE OF 359.35 FEET; THENCE NORTH 00°13'21" WEST, A DISTANCE OF 225.87 FEET TO A POINT ON THE SOUTH LINE OF TIMUQUANA COMMERCE CENTER, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 62, PAGES 96-99 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 89°33'44" WEST, ALONG LAST SAID SOUTH LINE, A DISTANCE OF 25.00 FEET; THENCE SOUTH 00°13'21" EAST, DEPARTING LAST SAID SOUTH LINE, A DISTANCE 200.72 FEET; THENCE SOUTH 89°53'38" WEST, A DISTANCE OF 676.13 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 70.78 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°50'09" WEST AND A CHORD DISTANCE OF 63.70 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 00°13'18" EAST, A DISTANCE OF 27.66 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHEASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 73.33 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 46°54'12" EAST AND A CHORD DISTANCE OF 65.48 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 54.96 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 67°20'38" EAST AND A CHORD DISTANCE OF 53.06 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 41°06'10" EAST, A DISTANCE OF 68.55 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHEASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 27.40 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 58°32'41" EAST AND A CHORD DISTANCE OF 26.98 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 75°59'12" EAST, A DISTANCE OF 119.11 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE NORTHEASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 59.49 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 66°08'32" EAST AND A CHORD DISTANCE OF 55.25 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 28°16'16" EAST, A DISTANCE OF 90.36 FEET; THENCE SOUTH 76°31'07" EAST, A DISTANCE OF 403.08 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 2.13 ACRES/ 92,822 SQUARE FEET


CERTIFIED TO: RCBF PROPERTIES

(SEE SHEET 2 FOR SKETCH)

SHEET 1 OF 2

PERRET AND ASSOCIATES, INC.

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 - (904) 805-0030

<p>GENERAL NOTES:</p> <p>(1) BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF BLOCK 4, JACKSONVILLE HEIGHTS, PLAT BOOK 5, PAGE 93, AS N89°52'49"E, NAD83 (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.</p> <p>(2) THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS.</p> <p>(3) THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY.</p> <p>(4) IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA F.I.R.M. MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY SHOWN ABOVE. SURVEYOR HEREON WILL CONFIRM FOR ADDITIONAL FEE.</p>	<p>LEGEND</p> <p>P.C. POINT OF CURVATURE P.T. POINT OF TANGENCY P.R.C. POINT OF REVERSE CURVE P.O.C. POINT OF COMPOUND CURVE P.O.C. POINT ON CURVE P.R.M. PERMANENT REFERENCE MONUMENT P.C.P. PERMANENT CONTROL POINT B.R.L. BUILDING RESTRICTION LINE C.L.F. CHAIN LINK FENCE R.W. RIGHT-OF-WAY O.R.B. OFFICIAL RECORDS BOOK O.L. ON LINE G.L. BREAK LINE</p> <p>SCALE 1"=150'</p> <p>DATE OF SKETCH 07-26-2021</p> <p>NATHAN P. PERRET, FLA. CERT. NO. 6900</p>	 <p>LB ~ 6715</p>
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PARCEL 1 - EXHIBIT M

MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

A PART OF BLOCK 4, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 26 EAST, JACKSONVILLE HEIGHTS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY CORNER OF TRACT 10, SAID BLOCK 4; THENCE NORTH 89°52'49" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 4, A DISTANCE OF 553.30 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'00" WEST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 290.47 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 430.00 FEET; THENCE NORTHEASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 176.03 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°43'40" EAST AND A CHORD DISTANCE OF 174.81 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 23°27'21" EAST, A DISTANCE OF 771.15 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 220.00 FEET; THENCE NORTHEASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 92.40 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°25'27" EAST AND A CHORD DISTANCE OF 91.72 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 00°36'26" WEST, A DISTANCE OF 74.95 FEET TO A POINT ON THE SOUTH LINE OF TIMUQUANA COMMERCE CENTER, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 62, PAGES 96-99 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 89°33'44" EAST, ALONG LAST SAID SOUTH LINE, A DISTANCE OF 60.00 FEET; THENCE SOUTH 00°36'26" EAST, DEPARTING LAST SAID SOUTH LINE, A DISTANCE OF 74.77 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 280.00 FEET; THENCE SOUTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 117.59 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 11°25'27" WEST AND A CHORD DISTANCE OF 116.73 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 23°27'21" WEST, A DISTANCE OF 771.15 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 370.00 FEET; THENCE SOUTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 151.47 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 11°43'40" WEST AND A CHORD DISTANCE OF 150.42 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 290.35 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK 4; THENCE SOUTH 89°52'49" WEST, ALONG LAST SAID SOUTH LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 1.94 ACRES/ 84,310 SQUARE FEET

CERTIFIED TO: RCBF PROPERTIES

(SEE SHEET 2 FOR SKETCH)

SHEET 1 OF 2

PERRET AND ASSOCIATES, INC.

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 - (904) 805-0030

GENERAL NOTES:

- (1) BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF BLOCK 4, JACKSONVILLE HEIGHTS, PLAT BOOK 5, PAGE 93, AS N89°52'49"E, NAD83 (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.
- (2) THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS
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- (4) IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA F1 R II MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY SHOWN ABOVE. SURVEYOR HEREON WILL CONFIRM FOR ADDITIONAL FEE

- P C POINT OF CURVATURE
- P T POINT OF TANGENCY
- P R C POINT OF REVERSE CURVE
- P C C POINT OF COMPOUND CURVE
- P O C POINT ON CURVE
- P R M PERMANENT REFERENCE MONUMENT
- P C P PERMANENT CONTROL POINT
- B R L BUILDING RESTRICTION LINE
- CLF CHAIN LINK FENCE
- R/W RIGHT-OF-WAY
- O R B OFFICIAL RECORDS BOOK
- O L ON LINE
- BREAK LINE

LEGEND

- R RADIUS
- Δ R C D DELTA (CENTRAL ANGLE)
- A R C L A R C LENGTH
- C H C HORD
- C B C HORD BEARING
- (M) LINE RADIUS TO CURVE
- A C AIR CONDITIONER
- C O N C R E T E FOUND
- I R O N P I P E
- (M) MEASURED
- (O) DEED FENCE



SCALE 1"=150'

07-28-2021

DATE OF SKETCH

NATHAN P. PERRET, FLA. CERT. NO 6900

LB - 6715

F.B. - PG. -

NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER ORDER NO

2018-2682-7