

ITEM 6

TEMPORARY CONSTRUCTION EASEMENT OVER FUTURE DEVELOPMENT PARCEL

The following revisions are requested with respect to Section 13.1(d) of the Redevelopment Agreement:

For Amendment 6 to the RDA, maybe the following per Amendment 15 of the Jaguars lease:

13.1(d) In connection with the construction of the Hotel Improvements, Office Building Improvements, and Easement 2, and in the event the Developer elects to construct any of the Marina Improvements, Marina Support Building Improvements, or the Riverwalk Improvements, a temporary construction easement over each of the Marina Parcel, Marina Support Building Parcel, Riverwalk Parcel, Future Development Parcel (from and after September 1, 2022, and conditioned upon prior receipt by the City from the Jacksonville Jaguars, LLC ("JL") of that certain duly executed Notice of Removal of Spaces pursuant to Amendment 15 of the City's Lease Agreement with JL dated September 7, 1993 ("Jaguars Lease"), reducing the City's obligation to provide parking spaces under the Jaguars Lease by 500 parking spaces, and Easement 2, as applicable, as necessary for the construction of such improvements, in form and substance as set forth on Exhibit Z, Exhibit AA, Exhibit BB, and Exhibit FF respectively, attached hereto. After September 1, 2022, the Future Development Parcel

Language for Riverwalk and Marina Support Building Parcel Cost Disbursement agreements

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, the other terms and conditions contained herein and any extensions granted pursuant to Section 4.1 of the RDA, the City shall be entitled (but not obligated) to (i) complete the Improvements, and/or (ii) terminate the City's obligation to pay for any other Improvements Costs hereunder, subject to the following the sentence.

(i) In the event the City elects to complete the Improvements, or to complete the [Riverwalk] pursuant to revised plans and specifications, the 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 the City in substantially completing the Improvements or revised improvements.

(ii) In the event the City elects to terminate the City's obligation to pay for any other Improvement Costs, hereunder, the following shall apply:

(a) In the event Construction has not commenced and the City elects to terminate its obligation hereunder rather than to complete the Improvements, the City shall have no financial obligation to reimburse Developer.

(b) In the event the Developer is determined to abandon construction of the Improvements, the City shall have no obligation to reimburse Developer for work performed prior to abandonment.

(c) In the event Developer has commenced construction of the Improvements, but an uncured event of Developer default exists for a reason other than abandonment and the City elects to terminate the City's obligations hereunder rather than to complete the improvements, the City shall reimburse Developer for Verified Direct Costs incurred prior to the Notice of Default for those portions of the Improvements that the City is able to utilize for their intended purpose but only to the extent funding is available as calculated by the Maximum Improvements Disbursement Amount

The following shall apply under any circumstance under (i) or (ii) outlined above;

(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 reasonable control of Developer, then in such event the City shall meet with Developer to consider alternative resolutions and shall use reasonable efforts and reasonably cooperate with Developer to reach a mutually acceptable amendment to this Agreement.

(b) In the event that the Event of Default and failure of Developer to cure is caused by Developer's acts or omissions, then upon termination the City may use an alternative general contractor or development manager selected in its sole discretion provided however such

general contractor or development manager shall complete the Improvements in accordance with the terms and conditions of this Agreement and all Exhibits hereto.

Language for Marina Cost Disbursement agreements

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, the other terms and conditions contained herein and any extensions granted pursuant to Section 4.1 of the RDA, the City shall be entitled (but not obligated) to (i) complete the Improvements, and/or (ii) terminate the City's obligation to pay for any other Improvements Costs hereunder, subject to the following the sentence.

(i) In the event the City elects to complete the Improvements, or to complete the Marina pursuant to revised plans and specifications, the 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 the City in substantially completing the Improvements or revised improvements.

(ii) In the event the City elects to terminate the City's obligation to pay for any other Improvement Costs, hereunder, the following shall apply:

(a) In the event Construction has not commenced and the City elects to terminate its obligation hereunder rather than to complete the Improvements, the City shall have no financial obligation to reimburse Developer.

(b) In the event the Developer is determined to abandon construction of the Improvements, the City shall have no obligation to reimburse Developer for work performed prior to abandonment.

(c) In the event Developer has commenced construction of the Improvements, but an uncured event of Developer default exists for a reason other than abandonment, the City will nevertheless be required by the FRDAP grant to replace the marina and will only reimburse Developer for any Verified Direct Costs incurred prior to the Notice of Default for those portions of the Improvements that the City is able to utilize in completion of the marina, subject to limitations set forth in (i) above.

The following shall apply under any circumstance under (i) or (ii) outlined above;

(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 reasonable control of Developer, then in such event the City shall meet with Developer to consider alternative resolutions and shall use reasonable efforts and reasonably cooperate with Developer to reach a mutually acceptable amendment to this Agreement.

(b) In the event that the Event of Default and failure of Developer to cure is caused by Developer's acts or omissions, then upon termination the City may use an alternative general

contractor or development manager selected in its sole discretion provided however such general contractor or development manager shall complete the Improvements in accordance with the terms and conditions of this Agreement and all Exhibits hereto.