

AGREEMENT AND RELEASE

THIS AGREEMENT AND RELEASE ("Agreement") is made this ____ day of _____, 2025 (the "**Effective Date**"), by and between City of Jacksonville ("**City**") and Dozier Prestige Worldwide, LLC ("**Dozier**"). City and Dozier may collectively hereinafter be referred to as the "**Parties**" and individually as a "**Party**."

RECITALS

A. Dozier, a Florida limited liability company, purchased certain real property located at 901 North Main Street, Jacksonville, Florida (as more particularly described on Exhibit "A" attached hereto, the "**Dozier Parcel**") from Jacksonville Hospitality Holdings, L.P. ("**JHH**") on or about October 6, 2022. The Main Street Manufactured Gas Plant ("**Main Street MGP**") formerly operated on the Dozier Parcel.

B. City, a municipal corporation and political subdivision of the State of Florida, is the owner of a parcel of real property located in the City of Jacksonville as more particularly described on Exhibit "B" attached hereto ("**Confederate Park**"). Shoppes of Lakeside, Inc. ("**Shoppes**"), a Florida corporation, previously owned real property located at 937 North Main Street, Jacksonville, Florida ("**Shoppes Parcel**"), which is down gradient of the Dozier Parcel and adjacent to Confederate Park.

C. In response to the discovery of hazardous substances and pollutants to soils, sediments, surface water, and groundwater on Confederate Park, City incurred response costs under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 *et seq.* ("**CERCLA**"); specifically, to complete the remedial investigation task to delineate the areal and horizontal extent of environmental impacts attributable to the release of hazardous substances and pollutants from the former operation of the Main Street MGP, including from the Dozier Parcel and from the Shoppes Parcel.

D. On July 26, 2012, City filed a lawsuit styled *The City of Jacksonville vs. Jacksonville Hospitality Holdings L.P., et al.*, Case No. 3:12-CV-850-J-25MCR, in the United States District Court for the Middle District of Florida, Jacksonville Division (the "**Litigation**"), seeking cost recovery under CERCLA and damages under § 376.313, Florida Statutes.

E. On September 18, 2018, City, JHH, Shoppes and Southport Financial Real Estate, LLC (at the time, under contract to purchase the Dozier Parcel, "**Southport**") entered into a Brownfield Site Rehabilitation Agreement ("**BSRA**"), which provided for the site rehabilitation of the environmental impacts present on the Dozier Parcel, Shoppes Parcel, and Confederate Park (collectively, defined in the BSRA as the "**Main Street MGP Brownfield Site**").

F. The BSRA obligated City and Shoppes to conduct site rehabilitation of the Shoppes Parcel and Confederate Park (as more particularly described on Exhibit "C" attached hereto, the "**Confederate Park Area**"). The BSRA obligated Southport and JHH to conduct site rehabilitation of the Dozier Parcel in connection with the redevelopment of the Dozier Parcel.

G. In order to settle all disputes between City and JHH, including those raised in the Litigation, the City and JHH agreed to enter into that certain Settlement Agreement and Release, which is attached hereto as Exhibit "D" (the "**JHH Settlement**").

H. Subsequent to the execution of the BSRA and the JHH Settlement, Southport did not take title to the Dozier Parcel and JHH sold the Dozier Property to Dozier. Dozier has agreed to assume certain obligations of JHH under the JHH Settlement on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals and Applicability.** The above recitals are true and correct and are incorporated herein by this reference. The recitals and all other provisions of this Agreement shall be individually and collectively binding on the Parties.
2. **Execution of the BSRA Amendment.** Prior to the execution of this Agreement by the City, Dozier has signed the First Amendment to the Brownfield Site Rehabilitation Agreement ("Amendment") in the form attached hereto as Exhibit "E." City's execution of this Agreement and the Amendment shall be subject to the formal approval of the Council of the City of Jacksonville, Florida ("City Council"). Neither this Agreement, nor the Amendment shall become effective in the absence of the City Council's approval of each document.
3. **Performance of Site Rehabilitation Tasks under BSRA.** Dozier agrees to perform the obligations of JHH under the BSRA and Dozier agrees that it will not withdraw from the BSRA. City agrees that it will perform its respective obligations under the BSRA and that it will not withdraw from the BSRA.
4. **Release.**
 - a. In consideration of the performance of all duties and obligations required to be performed by Dozier pursuant to this Agreement, City releases and forever discharges Dozier of and from any and all claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses, profits, or compensation, whether for compensatory, statutory (including under CERCLA or any other federal law or of the laws of the State of Florida), punitive, or other damages, whether at law (including under CERCLA or any other federal law or of the laws of the State of Florida) or equity, which City now has or may have against Dozier arising out of the Litigation, or to any other claim that could have been raised in the Litigation against JHH or subsequent to the Litigation against Dozier, or for the costs of performing the City's obligations under the BSRA.
 - b. In consideration of the performance of all duties and obligations required to be performed by City pursuant to this Agreement, Dozier releases and forever discharges City of and from any and all claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses, profits, or compensation, whether for compensatory, statutory (including under CERCLA or any other federal law or of the laws of the State of Florida), punitive, or other damages, whether at law (including under CERCLA or any other federal law or of the laws of the State of Florida) or equity, which Dozier now has or may have against City as asserted by JHH in or arising out of the Litigation, or to any other claim that could have been raised by JHH in the Litigation or by Dozier subsequent to the Litigation, or for the costs of performing Dozier's obligations under the BSRA.
 - c. The releases set forth above are dependent upon each Party's compliance with its respective obligations under this Agreement and the BSRA. In the event of a breach by either Party of their respective obligations under either the Agreement or the BSRA, the release provided herein by the non-breaching Party shall be deemed terminated and of no further force or effect.
5. **Institutional Controls.** The Parties agree to execute and record any site-specific restrictive covenants required by the Florida Department of Environmental Protection ("FDEP") to obtain a Site Rehabilitation Completion Order ("SRCO") with Conditions, Risk Management Option ("RMO") Level III, for the Dozier Parcel and the Confederate Park Area in accordance with paragraph 3(c) of the BSRA. The Parties agree to cooperate in the process of preparing and recording any such institutional controls. In the event Dozier sells the Dozier Parcel before such a

request to record institutional controls is made, Dozier agrees to obtain a written commitment from the purchaser, in the purchase and sale agreement, to cooperate with City and/or any other party to the BSRA in the process of preparing and recording any institutional controls required by the FDEP to obtain a SRCO with Conditions, RMO Level III, for the Confederate Park Area in accordance with paragraph 3(c) of the BSRA. City shall not be required to pay any additional consideration for the cooperation or for the recording of such institutional controls.

6. **Non-Admission into Evidence.** Nothing in this Agreement is intended, or shall be construed, to be an admission by either Party as to any liability, fact or law. This Agreement shall not be used by any Party, person or entity as evidence of any admission of liability, law or fact, a waiver of any right or defense (except as otherwise provided in paragraph 8 below), or an estoppel against any Party. Participation in this Agreement shall not be presumptive of or used as evidence of the liability or apportionment of liability, if any, for costs associated with the Main Street MGP Brownfield Site or any other site. Nothing in this paragraph 5, however, is intended or should be construed to limit, bar, or otherwise impede the enforcement of any term or condition of this Agreement against any Party.
7. **Voluntary Cleanup Tax Credits.** The Parties undertake to cooperate in the pursuit of Voluntary Cleanup Tax Credits eligible to be received pursuant to Florida Statutes §376.30781 in connection with the rehabilitation of the Main Street MGP Brownfield Site as otherwise allowed under the BSRA.
8. **Tolling of Claims.** The City contends that it has claims against Dozier pursuant to Section 107 and 113 of CERCLA, 42 U.S.C. § 9607 and 9613, and Florida Statutes Chapter 376, arising from or relating to releases or threatened releases of hazardous substances and pollutants and the City's incurrence of response costs at the Main Street MGP Brownfield Site as set forth in the Litigation ("**Tolled Claims**"). For a period beginning with the execution by the Parties of this Agreement and continuing until the FDEP issues a Site Rehabilitation Completion Order for the Main Street MGP Brownfield Site ("**Tolling Period**"), the Parties agree that the statute of limitations for the Tolled Claims is tolled and the Tolling Period shall not be included in computing the running of any statute of limitations, or for the purposes of any other defense at law or in equity concerning timeliness or the expiration of any time period which may be potentially applicable to the Tolled Claims. If at any time Dozier is determined by a court of final relief to have breached its obligations under this Agreement, the Tolling Period shall end. Prior to the termination of the Tolling Period as provided herein, upon City's determination that Dozier has breached its obligations under this Agreement or the BSRA, City may elect to commence suit against Dozier for the Tolled Claims and Dozier may not assert in any such action any defense based on the running of the statute of limitations or laches, estoppel or waiver, or any other similar equitable defense based on the running of the statute of limitations or the passage of time during the Tolling Period. This paragraph does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by either Party to this Agreement. City reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable to the Tolled Claims. Except as stated in this paragraph, Dozier does not waive or release any rights, claims or defenses that it may otherwise raise in response to the City's commencement of a civil action against Dozier involving the Tolled Claims. This Agreement is not intended to affect any claims by or against third parties.
9. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be sufficient if in writing, and if hand delivered, sent by Federal Express or comparable overnight carrier, sent by email, or sent by registered or certified mail, return receipt requested, to the address of each Party shown below, or to such other address as a Party may designate in writing in accordance with the provisions of this paragraph.

If intended for City:

Jason Teal, Esq.
City of Jacksonville
Deputy General Counsel
117 West Duval Street
Jacksonville, Florida 32202
jteal@coj.net

William L. Pence, Esq.
Baker & Hostetler LLP
200 South Orange Ave., Suite 2300
Orlando, Florida 32801
wpence@bakerlaw.com

If intended for Dozier:

Trey Mills, Esq.
Driver, McAfee, Hawthorne & Diebenow, PLLC
One Independent Driver, Suite 1200
Jacksonville, FL 32202
tmills@drivermcafee.com

- 10. Notices of Default and Opportunity to Cure.** In the event of a material default by any Party with respect to its obligations under this Agreement, the BSRA, or any document executed to effectuate this Agreement, the Party asserting or having notice of any such default shall provide specific written notice of same (in accordance with the requirements of paragraph 7, above), to the Party against whom a default is asserted. A Party that is alleged to be in default shall have ten (10) business days from receipt of such notice in which to cure any default, failing which that Party may be deemed to be in default under this Agreement, the BSRA or any document executed to effectuate this Agreement, as applicable. In that event, the non-defaulting Party may then exercise such rights and remedies with respect to any material breach as are permitted by this Agreement, the BSRA, any related documents, or applicable law.
- 11. Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but each counterpart shall together constitute one and the same instrument. A facsimile copy or email of this Agreement and any signatures hereon shall be considered for all purposes as originals.
- 12. Entire Agreement/Integration.** This Agreement is an integrated contract that represents the entire agreement of the Parties. Correspondence, memoranda, notes, discussions, or agreements, whether written or oral, originating before or on the date of this Agreement are superseded, in all respects, by this Agreement.
- 13. Binding Effect.** This Agreement shall be binding upon the Parties and their respective elected or appointed officials, officers, directors, employees, general partners, limited partners, agents, representatives, personal representatives, successors, and assigns.

14. **Headings.** The titles and headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify or place any interpretation upon any of the provisions of this Agreement.
15. **Time of Essence.** All times and dates in this Agreement shall be of the essence.
16. **Amendment.** This Agreement may be amended only by a writing signed by the Parties.
17. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The state courts of Florida shall have exclusive jurisdiction over any judicial proceeding relating to any dispute arising out of the interpretation, performance or breach of this Agreement. Venue for any action arising out of or related to this Agreement shall be in the state courts of Duval County, Florida.
18. **Additional Documents.** After the Parties' execution of this Agreement, each Party agrees to execute and acknowledge, if required, any and all other documents and writings that are necessary to effectuate and perfect all of the terms, obligations and duties granted or imposed by this Agreement and its Exhibits.
19. **Nonwaiver.** No assent or waiver, express or implied, of any breach of any one or more of the covenants, conditions or provisions of this Agreement shall be deemed a waiver of any subsequent breach, or a waiver of any other covenant, condition or provision of this Agreement.
20. **Interpretation.** The language used in this Agreement shall not be construed in favor of or against any of the Parties, but shall be construed as if City and Dozier prepared this Agreement. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.
21. **Exhibits.** The Exhibits attached are an integral part of this Agreement and are incorporated by reference and made a part of this Agreement.
22. **Advice of Counsel and Costs.** It is understood and agreed that each Party is represented by that Party's own attorney, and in no event shall an attorney for one Party be deemed to be acting for or on behalf of, or to have established an attorney-client relationship with, the other Party. No Party shall assert that, as a result of information provided pursuant to this Agreement, counsel for a Party has any conflict of interest in handling matters adverse to the other Party, and each Party agrees to execute appropriate documentation as necessary, to waive any such potential conflict of interest.
23. **Attorneys' Fees.** In the event of a dispute or if litigation proceedings are instituted by any one or more of the Parties arising from or related to this Agreement or its exhibits, the prevailing Party to such litigation shall be entitled to reimbursement from the non-prevailing Party for reasonable attorneys' fees and costs incurred in connection with the litigation. For purposes of this paragraph, the term "attorneys' fees and costs" shall include, without limitation, the reasonable attorneys' and paralegals' fees incurred in retaining counsel for advice, suit, appeal, a bankruptcy proceeding or any other legal proceedings.
24. **Executory and Conditions Subsequent.** All provisions of this Agreement which are executory or conditions subsequent shall survive the expiration or earlier termination of this Agreement and shall continue to bind the Parties hereafter.

IN WITNESS WHEREOF, the City and Dozier enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

CITY OF JACKSONVILLE

(SEAL)

By: _____

Date: _____

Approval as to form:
Office of General Counsel

By: _____

Date: _____

DOZIER PRESTIGE WORLDWIDE, LLC

By: Contega Business Services, LLC, Manager

By:  _____
William M. Hammill II, Executive Vice President

Date: February 20, 2025 _____

Exhibit "A"

Dozier Parcel

ALL OF BLOCK 137 OF HART'S MAP OF JACKSONVILLE BOUNDED NORTH BY ORANGE STREET, EAST BY OCEAN STREET, SOUTH BY STATE STREET AND WEST BY MAIN STREET, EXCEPTING PART OF SAID LOT 1, ACQUIRED BY DUVAL COUNTY AND FLORIDA STATE IMPROVEMENT COMMISSION BY ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 165, PAGE 465, DESCRIBED AS FOLLOWS:

A TRIANGULAR PARCEL OF LAND BEING A PART OF LOT 1, BLOCK 137 OF HART'S MAP OF JACKSONVILLE, SAID LOT BEING LOCATED AT THE NORTHEAST CORNER OF MAIN AND STATE STREETS, AND SAID PARCEL BEING DESCRIBED AS: BEGIN AT THE INTERSECTION OF THE NORTH LINE OF STATE STREET AND THE EAST LINE OF MAIN STREET AND RUN THENCE NORTHERLY ALONG THE EAST LINE OF MAIN STREET, 15 FEET; RUN THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO A POINT ON THE NORTH LINE OF STATE STREET, SAID POINT BEING 10 FEET EASTERLY FROM THE POINT OF BEGINNING; RUN THENCE WESTERLY ALONG THE NORTH LINE OF STATE STREET, 10 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Confederate Park

All that certain tract, piece or parcel of land situate, lying and being in Duval County, Florida, more particularly described as follows:

(Book 27, Pge 54):

The West 34 feet, 7 inches of the North 156 feet of Lot 2 in Block 108, Springfield, according to the Plat thereof as recorded in Book "Q", Page 878, of the f.p.r. of said County;

Together with the following (Book 27, Page 53):

The E $\frac{1}{2}$ of the West $\frac{1}{3}$ of the North 156 feet of Lot 2 in Block 108, Springfield, according to the Plat thereof as recorded in Book "Q", Page 878, of the f.p.r. of said County;

Together with the following (Book 29, page 87):

Part of Block 108, Springfield, in the City of Jacksonville, beginning at the point of intersection of the East line of Main Street with Hogan's Creek, running thence in a Northerly direction along the East line of Main Street to the point of its intersection with the South line of Phelps Street; thence in an Easterly direction along the said South line of Phelps Street to its point of intersection with the West line of Lot 2 old number in said block; thence in a Southerly direction along the west line of said lot 2 to the Southwest comer of said lot; thence in an Easterly direction along the South line of said lot to its point of intersection with Hubbard Street; thence in a Southerly and Southeasterly direction along the Western line of Hubbard Street to the point of its intersection with the Northern boundary line, or line projected, of the land in said block owned by W. M. Bostwick, thence Westerly and Southerly along the North and West boundary lines of said land to Hogan's Creek, thence along Hogan's Creek to the point of beginning, being all the land owned by the Springfield Company in said block.

Together with the following (Book 33, Page 407):

The East 69 2/3 feet of the West 139 1/3 feet of the North 156 feet of Lot 2, in Block 108, Springfield, according to the Plat thereof as recorded in Book "Q", Page 878, of f.p.r. of Duval County, Fla. Also the South 53 feet of the West 139 1/3 feet of said Lot 2.

Together with the following (Book 31 Page 154):

The East 69 feet 8 inches of the North 209 feet of Block 108, Springfield in the City of Jacksonville.

The above described property consists of Parcel Identification Numbers 072979-0000 and 074385-0000 as assigned by the Duval County Property Appraiser. The above-described land comprises all of the property known as Confederate Park, and is further identified by the attached aerials.

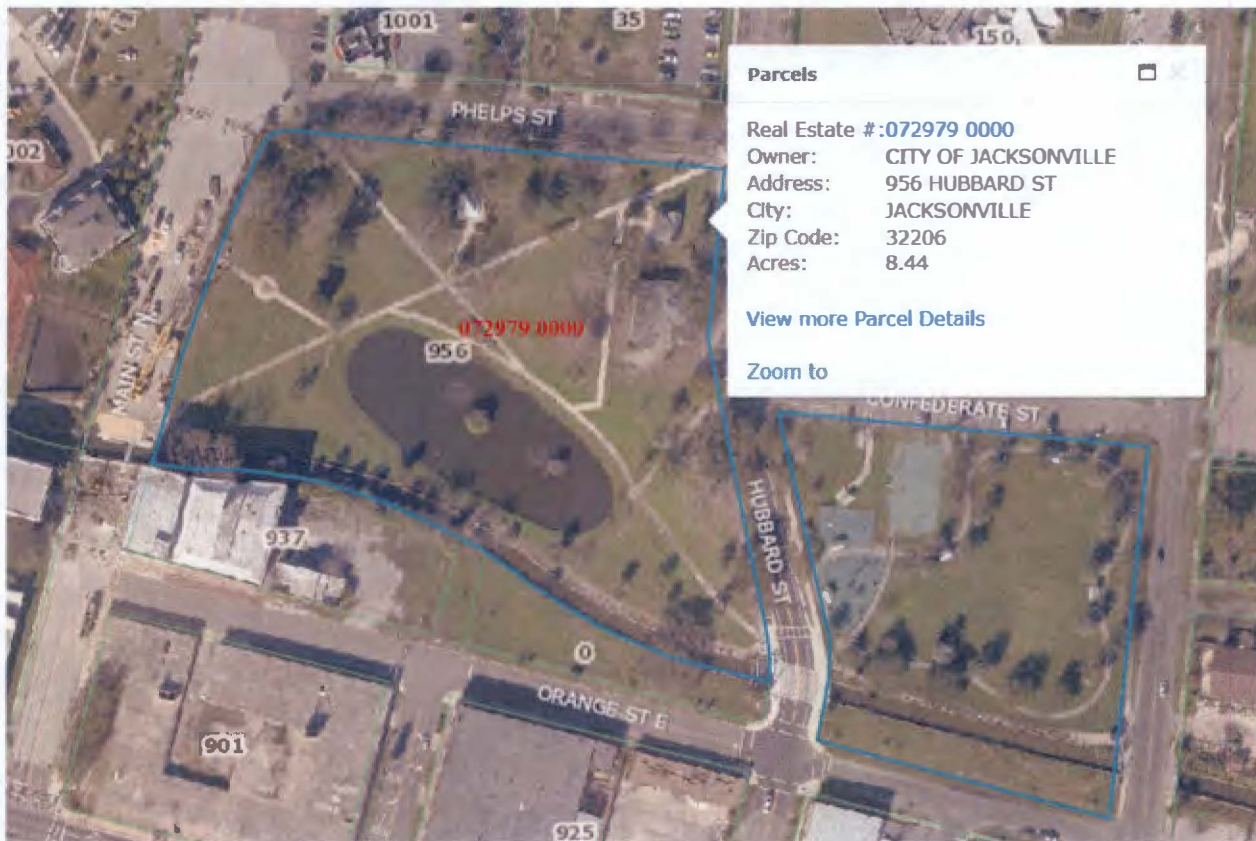


EXHIBIT C

Confederate Park Area

SHOPPES OF LAKSIDE, INC. PARCEL:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF DUVAL AND STATE OF FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1, 2 and 3, HART'S MAP OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

CONFEDERATE PARK PARCEL:

All that certain tract, piece or parcel of land situate, lying and being in Duval County, Florida, more particularly described as follows:

(Book 27, Pge 54):

The West 34 feet, 7 inches of the North 156 feet of Lot 2 in Block 108, Springfield, according to the Plat thereof as recorded in Book "Q", Page 878, of the f.p.r. of said County;

Together with the following (Book 27, Page 53):

The E ½ of the West 1/3 of the North 156 feet of Lot 2 in Block 108, Springfield, according to the Plat thereof as recorded in Book "Q", Page 878, of the f.p.r. of said County;

Together with the following (Book 29, page 87):

Part of Block 108, Springfield, in the City of Jacksonville, beginning at the point of intersection of the East line of Main Street with Hogan's Creek, running thence in a Northerly direction along the East line of Main Street to the point of its intersection with the South line of Phelps Street; thence in an Easterly direction along the said South line of Phelps Street to its point of intersection with the West line of Lot 2 old number in said block; thence in a Southerly direction along the west line of said lot 2 to the Southwest corner of said lot; thence in an Easterly direction along the South line of said lot to its point of intersection with Hubbard Street; thence in a Southerly and Southeasterly direction along the Western line of Hubbard Street to the point of its intersection with the Northern boundary line, or line projected, of the land in said block owned by W. M. Bostwick, thence Westerly and Southerly along the North and West boundary lines of said land to Hogan's Creek, thence along Hogan's Creek to the point of beginning, being all the land owned by the Springfield Company in said block.

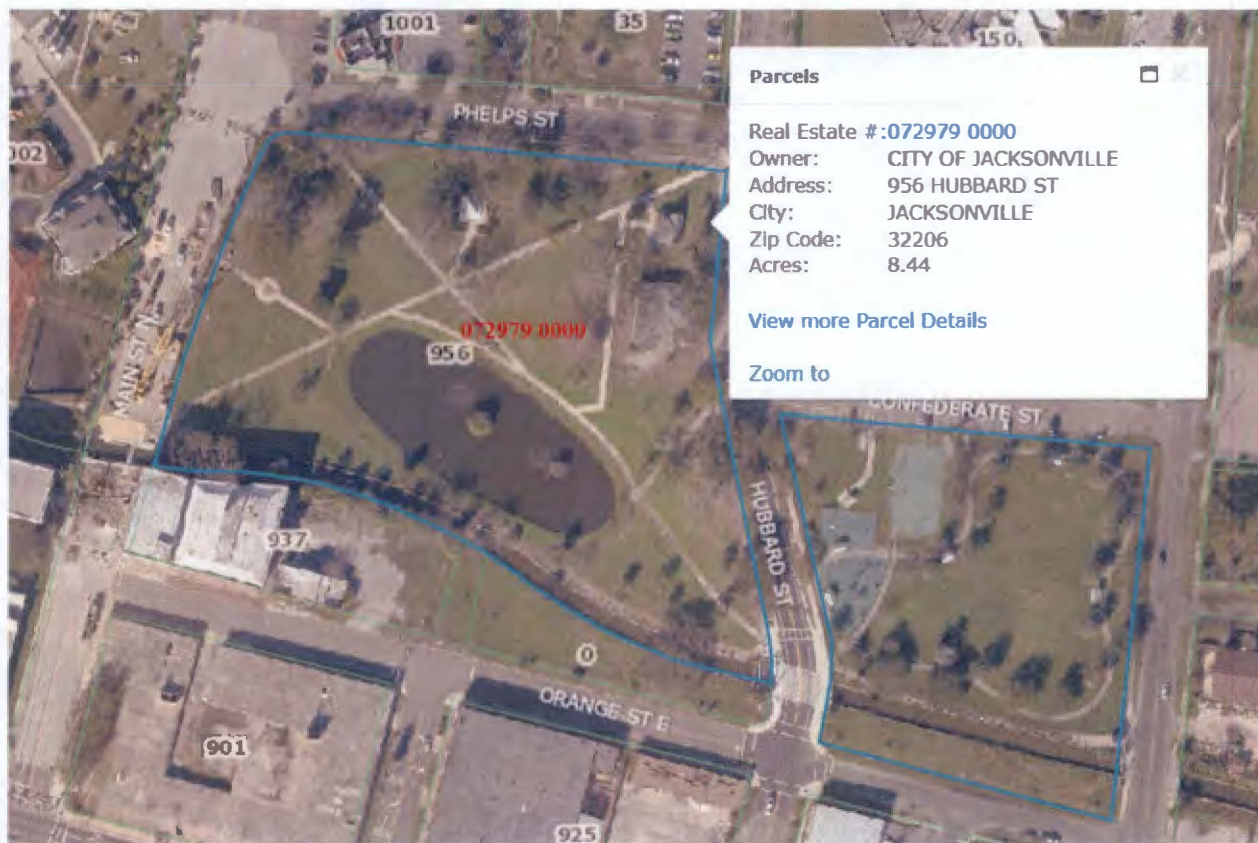
Together with the following (Book 33, Page 407):

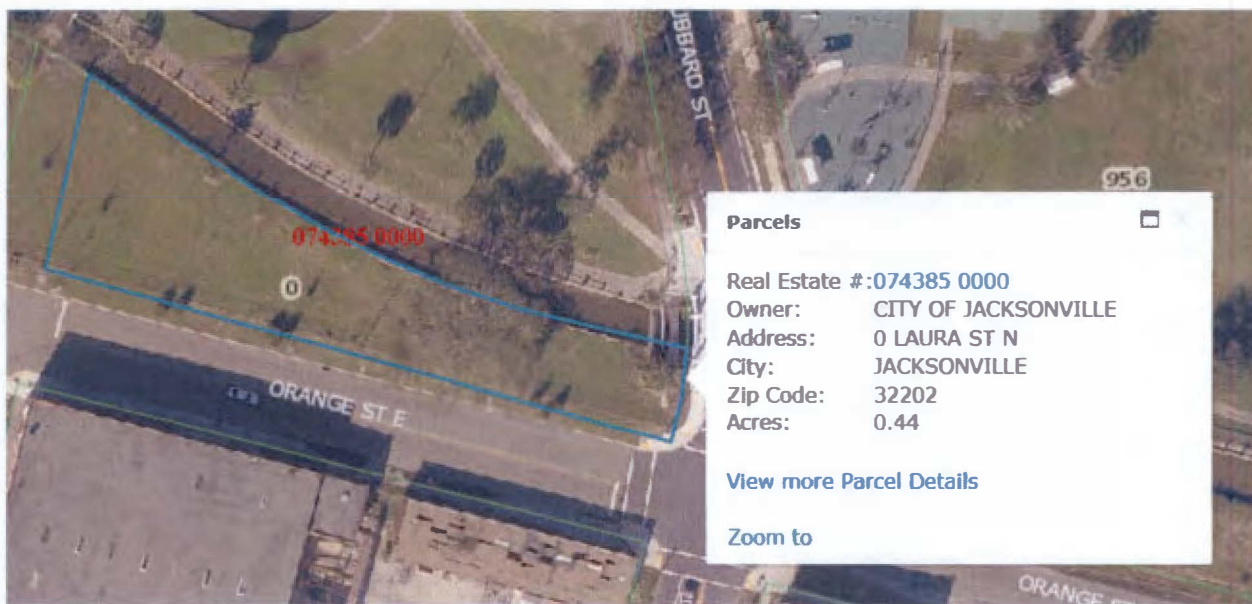
The East 69 $\frac{2}{3}$ feet of the West 139 $\frac{1}{3}$ feet of the North 156 feet of Lot 2, in Block 108, Springfield, according to the Plat thereof as recorded in Book "Q", Page 878, of f.p.r. of Duval County, Fla. Also the South 53 feet of the West 139 $\frac{1}{3}$ feet of said Lot 2.

Together with the following (Book 31 Page 154):

The East 69 feet 8 inches of the North 209 feet of Block 108, Springfield in the City of Jacksonville.

The above described property consists of Parcel Identification Numbers 072979-0000 and 074385-0000 as assigned by the Duval County Property Appraiser. The above-described land comprises all of the property known as Confederate Park, and is further identified by the attached aerials.





Plus: (i) that portion of Orange Street between Main Street and Market Street; (ii) that portion of Ocean Street from State Street to Orange Street; and (iii) that portion of Hubbard Street from Orange Street to Phelps Street.

EXHIBIT D - SETTLEMENT AND RELEASE

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made effective this 14th day of August, 2018, by and between the City of Jacksonville ("City") and Jacksonville Hospitality Holdings, L.P. ("JHH"). City and JHH are hereinafter sometimes collectively referred to as "the Parties," and individually as a "Party."

RECITALS

A. JHH is a Delaware limited partnership, and is the current owner of real property located at 901 North Main Street, Jacksonville, Florida, (as more particularly described on Exhibit "A" attached hereto, the "JHH Parcel"). The Main Street Manufactured Gas Plant ("Main Street MGP") formerly operated on the JHH Parcel.

B. City is a municipal corporation and political subdivision of the State of Florida, and is the owner of a parcel of real property located in the City of Jacksonville (as more particularly described on Exhibit "B" attached hereto ("Confederate Park")). Shoppes of Lakeside, Inc. ("Shoppes") is a Florida corporation and is the current owner of real property located at 937 North Main Street, Jacksonville, Florida ("Shoppes Parcel"), which is down gradient of the JHH Parcel and adjacent to Confederate Park.

C. In response to the discovery of hazardous substances and pollutants to soils, sediments, surface water, and groundwater on Confederate Park, City incurred response costs under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 *et seq.* ("CERCLA"); specifically, to complete the remedial investigation ("RI") task to delineate the areal and horizontal extent of environmental impacts attributable to the release of hazardous substances and pollutants from the former operation of the Main Street MGP, including from the JHH Parcel and from the Shoppes Parcel.

D. On July 26, 2012, City filed a lawsuit styled *The City of Jacksonville vs. Jacksonville Hospitality Holdings L.P., et al.*, Case No. 3:12-CV-850-J-25MCR, in the United States District Court for the Middle District of Florida, Jacksonville Division (the "Litigation"), seeking cost recovery under CERCLA and damages under § 376.313, Florida Statutes ("F.S.").

E. The Parties have been engaged in negotiations with Shoppes and Southport Financial Real Estate, LLC ("Southport") to enter into a Brownfield Site Rehabilitation Agreement ("BSRA"), which would provide for the site rehabilitation of the environmental impacts present on the JHH Parcel, Shoppes Parcel, and Confederate Park (collectively, defined in the BSRA as the "Main Street MGP Brownfield Site").

F. Upon execution of the BSRA, City and Shoppes will be obligated to conduct site rehabilitation of the Shoppes Parcel and Confederate Park (as more particularly described on Exhibit "C" attached hereto, the "Confederate Park Area"). Southport and JHH will be obligated under the BSRA to conduct site rehabilitation of the JHH Parcel in connection with the redevelopment of the JHH Parcel for an affordable housing project.

G. In order to settle all disputes between City and JHH, including those raised in the Litigation, the City and JHH have agreed to enter into this Agreement, on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and JHH agree as follows:

1. **Recitals and Applicability.** The above recitals are true and correct, and are incorporated herein by this reference. The recitals and all other provisions of this Agreement shall be individually and collectively binding on the Parties.

2. **Execution of BSRA.** Prior to the execution of this Agreement by the City, JHH has signed the BSRA in the form attached hereto as Exhibit “D.” City’s execution of this Agreement and the BSRA shall be subject to the formal approval of the Council of the City of Jacksonville, Florida (“City Council”). Neither this Agreement, nor the BSRA shall become effective in the absence of the City Council’s approval of each document.

3. **Performance of Site Rehabilitation Tasks under BSRA.** JHH agrees that JHH and Southport will perform their respective obligations under the BSRA and that neither JHH nor Southport will withdraw from the BSRA. City agrees that it will perform its respective obligations under the BSRA and that it will not withdraw from the BSRA.

4. **Release.**

a. In consideration of the performance of all duties and obligations required to be performed by JHH pursuant to this Agreement and, in addition, the performance of all duties and obligations of Southport under the BSRA, City releases and forever discharges JHH of and from any and all claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses, profits, or compensation, whether for compensatory, statutory (including under CERCLA or any other federal law or of the laws of the State of Florida), punitive, or other damages, whether at law (including under CERCLA or any other federal law or of the laws of the State of Florida) or equity, which City now has or may have against JHH as asserted in or arising out of the Litigation, or to any other claim that could have been raised in the Litigation, or for the costs of performing the City’s obligations under the BSRA.

b. In consideration of the performance of all duties and obligations required to be performed by City pursuant to this Agreement, JHH releases and forever discharges City of and from any and all claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses, profits, or compensation, whether for compensatory, statutory (including under CERCLA or any other federal law or of the laws of the State of Florida), punitive, or other damages, whether at law (including under CERCLA or any other federal law or of the laws of the State of Florida) or equity, which JHH now has or may have against City as asserted in or arising out of the Litigation, or to

any other claim that could have been raised in the Litigation, or for the costs of performing JHH's obligations under the BSRA.

c. The releases set forth above are dependent upon each Party's compliance with its respective obligations under this Agreement and the BSRA. In the event of a breach by either Party of their respective obligations under either the Agreement or the BSRA, the release provided herein by the non-breaching Party shall be deemed terminated and of no further force or effect. In the event of a breach of Southport's obligations under the BSRA, JHH shall be deemed in breach of its obligations under this Agreement.

5. **Joint Stipulation of Dismissal Without Prejudice.** Within ten (10) business days from the execution of this Agreement and the BSRA, the Parties agree to file a joint stipulation in the Litigation, voluntarily dismissing, without prejudice, City's claims against JHH in the Litigation, or such other appropriate pleading as is necessary to accomplish that result.

6. **Institutional Controls.** The Parties agree to execute and record any site specific restrictive covenants required by the Florida Department of Environmental Protection ("FDEP") to obtain a Site Rehabilitation Completion Order ("SRCO") with Conditions, Risk Management Options ("RMO") Level III, for the JHH Parcel and the Confederate Park Area in accordance with paragraph 3(c) of the BSRA. The Parties agree to cooperate in the process of preparing and recording any such institutional controls. In the event JHH sells the JHH Parcel before such a request to record institutional controls is made, JHH agrees to obtain a written commitment from the purchaser, in the purchase and sale agreement, to cooperate with City and/or any other party to the BSRA in the process of preparing and recording any institutional controls required by the FDEP to obtain a SRCO with Conditions, RMO Level III, for the Confederate Park Area in accordance with paragraph 3(c) of the BSRA. City shall not be required to pay any additional consideration for the cooperation or for the recording of such institutional controls.

7. **Non-Admission into Evidence.** Nothing in this Agreement is intended, or shall be construed, to be an admission by either Party as to any liability, fact or law. This Agreement shall not be used by any Party, person or entity as evidence of any admission of liability, law or fact, a waiver of any right or defense (except as otherwise provided in paragraph 9 below), or an estoppel against any Party. Participation in this Agreement shall not be presumptive of or used as evidence of the liability or apportionment of liability, if any, for costs associated with the Main Street MGP Brownfield Site or any other site. Nothing in this paragraph 7, however, is intended or should be construed to limit, bar, or otherwise impede the enforcement of any term or condition of this Agreement against any Party.

8. **Voluntary Cleanup Tax Credits.** The Parties undertake to cooperate in the pursuit of Voluntary Cleanup Tax Credits ("VCTC") eligible to be received pursuant to Florida Statutes §376.30781 in connection with the rehabilitation of the Main Street MGP Brownfield Site as otherwise allowed under the BSRA.

9. **Tolling of Claims.** The City contends that it has claims against JHH pursuant to Section 107 and 113 of CERCLA, 42 U.S.C. § 9607 and 9613, and Florida Statutes Chapter 376, arising from or relating to releases or threatened releases of hazardous substances and pollutants and the City's incurrence of response costs at the Main Street MGP Brownfield Site as set forth

in the Litigation (“Tolled Claims”). For a period beginning with the execution by the Parties of this Agreement and continuing for so long as JHH has performed its obligations under this Agreement (“Tolling Period”), the Parties agree that the statute of limitations for the Tolled Claims is tolled and the Tolling Period shall not be included in computing the running of any statute of limitations, or for the purposes of any other defense at law or in equity concerning timeliness or the expiration of any time period which may be potentially applicable to the Tolled Claims. If at any time JHH is determined by a court of final relief to have breached its obligations under this Agreement, the Tolling Period shall end. Prior to the termination of the Tolling Period as provided herein, upon City’s determination that JHH has breached its obligations under this Agreement or the BSRA, City may elect to commence suit against JHH for the Tolled Claims and JHH may not assert in any such action any defense based on the running of the statute of limitations or laches, estoppel or waiver, or any other similar equitable defense based on the running of the statute of limitations or the passage of time during the Tolling Period. This paragraph does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by either Party to this Agreement. City reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable to the Tolled Claims. Except as stated in this paragraph, JHH does not waive or release any rights, claims or defenses that it may otherwise raise in response to the City’s commencement of a civil action against JHH involving the Tolled Claims. This Agreement is not intended to affect any claims by or against third parties.

10. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be sufficient if in writing, and if hand delivered, sent by Federal Express or comparable overnight carrier, sent by email, or sent by registered or certified mail, return receipt requested, to the address of each Party shown below, or to such other address as a Party may designate in writing in accordance with the provisions of this paragraph.

If intended for City:

Jason Teal, Esq.
City of Jacksonville
Deputy General Counsel
117 West Duval Street
Jacksonville, Florida 32202
jteal@coj. Net

Michael B. Wedner, Esq.
City of Jacksonville
Senior Assistant General Counsel
117 West Duval Street
Jacksonville, Florida 32202
mwedner@coj.net

and

William L. Pence, Esq.
Baker & Hostetler LLP
200 South Orange Ave., Suite 2300
Orlando, Florida 32801
wpence@bakerlaw.com

If intended for JHH:

Lynne Rhode, Esq.
Driver, McAfee, Hawthorne & Diebenow, PLLC
One Independent Drive, Suite 1200
Jacksonville, Florida 32233
lrhode@dmphlaw.com

11. **Notices of Default and Opportunity to Cure.** In the event of a material default by any Party with respect to its obligations under this Agreement, the BSRA, or any document executed to effectuate this Agreement, the Party asserting or having notice of any such default shall provide specific written notice of same (in accordance with the requirements of paragraph 10, above), to the Party against whom a default is asserted. A Party that is alleged to be in default shall have ten (10) business days from receipt of such notice in which to cure any default, failing which that Party may be deemed to be in default under this Agreement, the BSRA or any document executed to effectuate this Agreement, as applicable. In that event, the non-defaulting Party may then exercise such rights and remedies with respect to any material breach as are permitted by this Agreement, the BSRA, any related documents, or applicable law.

12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but each counterpart shall together constitute one and the same instrument. A facsimile copy or email of this Agreement and any signatures hereon shall be considered for all purposes as originals.

13. **Entire Agreement/Integration.** This Agreement is an integrated contract that represents the entire agreement of the Parties. Correspondence, memoranda, notes, discussions, or agreements, whether written or oral, originating before or on the date of this Agreement are superseded, in all respects, by this Agreement.

14. **Binding Effect.** This Agreement shall be binding upon the Parties and their respective elected or appointed officials, officers, directors, employees, general partners, limited partners, agents, representatives, personal representatives, successors, and assigns.

15. **Headings.** The titles and headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify or place any interpretation upon any of the provisions of this Agreement.

16. **Time of Essence.** All times and dates in this Agreement shall be of the essence.

17. **Amendment.** This Agreement may be amended only by a writing signed by City and JHH.

18. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The state courts of Florida shall have exclusive jurisdiction over any judicial proceeding relating to any dispute arising out of the interpretation,

performance or breach of this Agreement. Venue for any action arising out of or related to this Agreement shall be in the state courts of Duval County, Florida.

19. **Additional Documents.** After the Parties' execution of this Agreement, each Party agrees to execute and acknowledge, if required, any and all other documents and writings that are necessary to effectuate and perfect all of the terms, obligations and duties granted or imposed by this Agreement and its Exhibits.

20. **Nonwaiver.** No assent or waiver, express or implied, of any breach of any one or more of the covenants, conditions or provisions of this Agreement shall be deemed a waiver of any subsequent breach, or a waiver of any other covenant, condition or provision of this Agreement.

21. **Interpretation.** The language used in this Agreement shall not be construed in favor of or against any of the Parties, but shall be construed as if City and JHH prepared this Agreement. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

22. **Exhibits.** The Exhibits attached are an integral part of this Agreement, and are incorporated by reference and made a part of this Agreement.

23. **Advice of Counsel and Costs.** It is understood and agreed that each Party is represented by that Party's own attorney, and in no event shall an attorney for one Party be deemed to be acting for or on behalf of, or to have established an attorney-client relationship with, the other Party. No Party shall assert that, as a result of information provided pursuant to this Agreement, counsel for a Party has any conflict of interest in handling matters adverse to the other Party, and each Party agrees to execute appropriate documentation as necessary, to waive any such potential conflict of interest.

24. **Attorneys' Fees.** In the event of a dispute or if litigation proceedings are instituted by any one or more of the Parties arising from or related to this Agreement or its exhibits, the prevailing Party to such litigation shall be entitled to reimbursement from the non-prevailing Party for reasonable attorneys' fees and costs incurred in connection with the litigation. For purposes of this paragraph, the term "attorneys' fees and costs" shall include, without limitation, the reasonable attorneys' and paralegals' fees incurred in retaining counsel for advice, suit, appeal, a bankruptcy proceeding or any other legal proceedings.

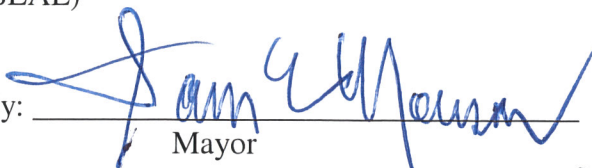
25. **Executory and Conditions Subsequent.** All provisions of this Agreement which are executory or conditions subsequent shall survive the expiration or earlier termination of this Agreement and shall continue to bind the Parties hereafter.


IN WITNESS WHEREOF, the City and JHH enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

[SIGNATURES ON FOLLOWING PAGES]

CITY OF JACKSONVILLE, FLORIDA

(SEAL)

By: 
Mayor

Date: 08-14-18

Corporation Secretary

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

Approved as to form:
Office of General Counsel

By: 
Attorney

Date: 8/14/18



JACKSONVILLE HOSPITALITY HOLDINGS, L.P., a Delaware Limited Partnership

By: _____
Name: _____
Its: _____
Date: _____

By:

Name:

Its:

Date:

Robert van Winkel
Robert van Winkel
Partner JHH, L.P.
8/14/18

EXHIBITS

Exhibit A – Legal Description of the JHH Parcel

Exhibit B – Legal Description of Confederate Park

Exhibit C – Figure depicting Confederate Park Area

Exhibit D – BSRA

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AGREEMENT AND RELEASE

THIS AGREEMENT AND RELEASE (“**Agreement**”) is made this ____ day of _____, 2025 (the “**Effective Date**”), by and between City of Jacksonville (“**City**”) and Ollivanders Downtown, LLC (“**Ollivanders**”). City and Ollivanders may collectively hereinafter be referred to as the “**Parties**” and individually as a “**Party**.”

RECITALS

A. Ollivanders, a Florida limited liability company, purchased certain real property located at 937 North Main Street, Jacksonville, Florida (as more particularly described on Exhibit “A” attached hereto, the “**Ollivanders Parcel**”) from Shoppes of Lakeside, Inc. (“**Shoppes**”) on or about December 5, 2022.

B. City, a municipal corporation and political subdivision of the State of Florida, is the owner of a parcel of real property located in the City of Jacksonville as more particularly described on Exhibit “B” attached hereto (“**Confederate Park**”). Jacksonville Hospitality Holdings, L.P. (“**JHH**”) previously owned real property located at 901 North Main Street, Jacksonville, Florida (“**JHH Parcel**”), which is upgradient of the Ollivanders Parcel and adjacent to Confederate Park. The Main Street Manufactured Gas Plant (“**Main Street MGP**”) formerly operated on the JHH Parcel.

C. In response to the discovery of hazardous substances and pollutants to soils, sediments, surface water, and groundwater on Confederate Park, City incurred response costs under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 *et seq.* (“**CERCLA**”); specifically, to complete the remedial investigation task to delineate the areal and horizontal extent of environmental impacts attributable to the release of hazardous substances and pollutants from the former operation of the Main Street MGP, including from the JHH Parcel.

D. On July 26, 2012, City filed a lawsuit styled *The City of Jacksonville vs. Jacksonville Hospitality Holdings L.P., et al.*, Case No. 3:12-CV-850-J-25MCR, in the United States District Court for the Middle District of Florida, Jacksonville Division (the “**Litigation**”), seeking cost recovery under CERCLA and damages under § 376.313, Florida Statutes.

E. On September 18, 2018, City, JHH, Shoppes and Southport Financial Real Estate, LLC (at the time, under contract to purchase the JHH Parcel, “**Southport**”) entered into a Brownfield Site Rehabilitation Agreement (“**BSRA**”), which provided for the site rehabilitation of the environmental impacts present on the JHH Parcel, Ollivanders Parcel, and Confederate Park (collectively, defined in the BSRA as the “**Main Street MGP Brownfield Site**”).

F. The BSRA obligated City and Shoppes to conduct site rehabilitation of the Ollivanders Parcel and Confederate Park (as more particularly described on Exhibit “C” attached hereto, the “**Confederate Park Area**”). The BSRA obligated Southport and JHH to conduct site rehabilitation of the JHH Parcel in connection with the redevelopment of the JHH Parcel.

G. In order to settle all disputes between City and Shoppes, including those raised in the Litigation, the City and Shoppes entered into that certain Settlement Agreement and Release, which is attached hereto as Exhibit “D” (the “**Shoppes Settlement**”).

H. Ollivanders has agreed to assume certain obligations of Shoppes under the Shoppes Settlement on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals and Applicability.** The above recitals are true and correct and are incorporated herein by this reference. The recitals and all other provisions of this Agreement shall be individually and collectively binding on the Parties.
2. **Execution of the BSRA Amendment.** Prior to the execution of this Agreement by the City, Ollivanders has signed the First Amendment to the Brownfield Site Rehabilitation Agreement ("Amendment") in the form attached hereto as Exhibit "E." City's execution of this Agreement and the Amendment shall be subject to the formal approval of the Council of the City of Jacksonville, Florida ("City Council"). Neither this Agreement, nor the Amendment shall become effective in the absence of the City Council's approval of each document.
3. **Payment for Future Response Costs.** Ollivanders shall pay to City two and one-half percent (2.5%) of the cost to conduct site rehabilitation of the Confederate Park Area incurred on or after December 5, 2022, in accordance with the Parties' obligations under the BSRA.
4. **Performance of Site Rehabilitation Tasks under BSRA.** City shall have full authority and discretion in selecting and contracting with qualified environmental consulting and remediation firms to perform the site rehabilitation work required by the BSRA for the Confederate Park Area. City shall enter into a professional services agreement with a qualified environmental consulting and remediation firm(s) ("Contractor") to effect the site rehabilitation obligations of City and Ollivanders under the BSRA. The professional services agreement(s) shall obligate the Contractor to provide monthly invoices for such services to City and Ollivanders. Within ten (10) days from receipt of each Contractor invoice, Ollivanders and/or City shall notify Contractor of any objection to the monthly invoice, with copies of any such objection provided to the other Party. In the absence of such objection, Ollivanders shall pay to Contractor two and one-half percent (2.5%) of said invoice in accordance with instructions on the invoice. City shall be responsible for payment of the remainder of said invoice. Ollivanders and City agree to use their best efforts to settle any disputes with Contractor that are the subject of any objection asserted by Ollivanders or City. City shall provide Ollivanders with copies of all reports, including laboratory test results, for site rehabilitation work performed by Contractor, upon receipt from Contractor.
5. **Release.**
 - a. In consideration of the performance of all duties and obligations required to be performed by Ollivanders pursuant to this Agreement, City releases and forever discharges Ollivanders of and from any and all claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses, profits, or compensation, whether for compensatory, statutory (including under CERCLA or any other federal law or of the laws of the State of Florida), punitive, or other damages, whether at law (including under CERCLA or any other federal law or of the laws of the State of Florida) or equity, which City now has or may have against Ollivanders arising out of the Litigation, or to any other claim that could have been raised in the Litigation against Shoppes or subsequent to the Litigation against Ollivanders, or for the costs of performing the City's obligations under the BSRA.

- b. In consideration of the performance of all duties and obligations required to be performed by City pursuant to this Agreement, Ollivanders releases and forever discharges City of and from any and all claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses, profits, or compensation, whether for compensatory, statutory (including under CERCLA or any other federal law or of the laws of the State of Florida), punitive, or other damages, whether at law (including under CERCLA or any other federal law or of the laws of the State of Florida) or equity, which Ollivanders now has or may have against City as asserted by Shoppes in or arising out of the Litigation, or to any other claim that could have been raised by Shoppes in the Litigation or by Ollivanders subsequent to the Litigation, or for the costs of performing Ollivanders' obligations under the BSRA.
 - c. The releases set forth above are dependent upon each Party's compliance with its respective obligations under this Agreement and the BSRA. In the event of a breach by either Party of their respective obligations under either the Agreement or the BSRA, the release provided herein by the non-breaching Party shall be deemed terminated and of no further force or effect.
6. **Institutional Controls.** The Parties agree to execute and record any site-specific restrictive covenants required by the Florida Department of Environmental Protection ("FDEP") to obtain a Site Rehabilitation Completion Order ("SRCO") with Conditions, Risk Management Option ("RMO") Level III, for the Confederate Park Area in accordance with paragraph 3(c) of the BSRA. The Parties agree to cooperate in the process of preparing and recording any such institutional controls. In the event Ollivanders sells the Ollivanders Parcel before such a request to record institutional controls is made, Ollivanders agrees to obtain a written commitment from the purchaser, in the purchase and sale agreement, to cooperate with City and/or any other party to the BSRA in the process of preparing and recording any institutional controls required by the FDEP to obtain a SRCO with Conditions, RMO Level III, for the Confederate Park Area in accordance with paragraph 3(c) of the BSRA. City shall not be required to pay any additional consideration for the cooperation or for the recording of such institutional controls.
7. **Access to Ollivanders Parcel.** Ollivanders agrees to allow City, its agents, consultants, contractors, subcontractors, and employees reasonable access to the Ollivanders Parcel for the purpose of conducting site rehabilitation work that may be required by the FDEP to perform and complete site rehabilitation of the Confederate Park Area in accordance with the BSRA and this Agreement. All site rehabilitation work performed pursuant to this Agreement will be performed in a manner that causes minimal inconvenience to Ollivanders. City agrees to provide Ollivanders five (5) days advance notice of its intention to perform site rehabilitation work on the Ollivanders Parcel.
8. **Non-Admission into Evidence.** Nothing in this Agreement is intended, or shall be construed, to be an admission by either Party as to any liability, fact or law. This Agreement shall not be used by any Party, person or entity as evidence of any admission of liability, law or fact, a waiver of any right or defense (except as otherwise provided in paragraph 8 below), or an estoppel against any Party. Participation in this Agreement shall not be presumptive of or used as evidence of the liability or apportionment of liability, if any, for costs associated with the Main Street MGP Brownfield Site or any other site. Nothing in this paragraph 5, however, is intended or should be construed to limit, bar, or otherwise impede the enforcement of any term or condition of this Agreement against any Party.

9. **Voluntary Cleanup Tax Credits.** The Parties undertake to allocate all Voluntary Cleanup Tax Credits ("VCTC") eligible to be received pursuant to Florida Statutes §376.30781 in connection with the rehabilitation of the Confederate Park Area in accordance with the allocation of costs specified in paragraph 3 of this Agreement. City and Ollivanders will timely submit any documentation and other information necessary under Florida Statutes §376.30781 or any other applicable law or regulation for a determination by FDEP of VCTCs to be awarded to each Party for eligible rehabilitation costs.
10. **Tolling of Claims.** The City contends that it has claims against Ollivanders pursuant to Section 107 and 113 of CERCLA, 42 U.S.C. § 9607 and 9613, and Florida Statutes Chapter 376, arising from or relating to releases or threatened releases of hazardous substances and pollutants and the City's incurrence of response costs at the Main Street MGP Brownfield Site as set forth in the Litigation ("**Tolled Claims**"). For a period beginning with the execution by the Parties of this Agreement and continuing until the FDEP issues a Site Rehabilitation Completion Order for the Main Street MGP Brownfield Site ("**Tolling Period**"), the Parties agree that the statute of limitations for the Tolled Claims is tolled and the Tolling Period shall not be included in computing the running of any statute of limitations, or for the purposes of any other defense at law or in equity concerning timeliness or the expiration of any time period which may be potentially applicable to the Tolled Claims. If at any time Ollivanders is determined by a court of final relief to have breached its obligations under this Agreement, the Tolling Period shall end. Prior to the termination of the Tolling Period as provided herein, upon City's determination that Ollivanders has breached its obligations under this Agreement or the BSRA, City may elect to commence suit against Ollivanders for the Tolled Claims and Ollivanders may not assert in any such action any defense based on the running of the statute of limitations or laches, estoppel or waiver, or any other similar equitable defense based on the running of the statute of limitations or the passage of time during the Tolling Period. This paragraph does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by either Party to this Agreement. City reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable to the Tolled Claims. Except as stated in this paragraph, Ollivanders does not waive or release any rights, claims or defenses that it may otherwise raise in response to the City's commencement of a civil action against Ollivanders involving the Tolled Claims. This Agreement is not intended to affect any claims by or against third parties.
11. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be sufficient if in writing, and if hand delivered, sent by Federal Express or comparable overnight carrier, sent by email, or sent by registered or certified mail, return receipt requested, to the address of each Party shown below, or to such other address as a Party may designate in writing in accordance with the provisions of this paragraph.

If intended for City:

Jason Teal, Esq.
City of Jacksonville
Deputy General Counsel
117 West Duval Street
Jacksonville, Florida 32202
jteal@coj.net

William L. Pence, Esq.
Baker & Hostetler LLP
200 South Orange Ave., Suite 2300
Orlando, Florida 32801
wpence@bakerlaw.com

If intended for Ollivanders:

Trey Mills, Esq.
Driver, McAfee, Hawthorne & Diebenow, PLLC
One Independent Driver, Suite 1200
Jacksonville, FL 32202
tmills@drivermcafee.com

12. **Notices of Default and Opportunity to Cure.** In the event of a material default by any Party with respect to its obligations under this Agreement, the BSRA, or any document executed to effectuate this Agreement, the Party asserting or having notice of any such default shall provide specific written notice of same (in accordance with the requirements of paragraph 7, above), to the Party against whom a default is asserted. A Party that is alleged to be in default shall have ten (10) business days from receipt of such notice in which to cure any default, failing which that Party may be deemed to be in default under this Agreement, the BSRA or any document executed to effectuate this Agreement, as applicable. In that event, the non-defaulting Party may then exercise such rights and remedies with respect to any material breach as are permitted by this Agreement, the BSRA, any related documents, or applicable law.
13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but each counterpart shall together constitute one and the same instrument. A facsimile copy or email of this Agreement and any signatures hereon shall be considered for all purposes as originals.
14. **Entire Agreement/Integration.** This Agreement is an integrated contract that represents the entire agreement of the Parties. Correspondence, memoranda, notes, discussions, or agreements, whether written or oral, originating before or on the date of this Agreement are superseded, in all respects, by this Agreement.
15. **Binding Effect.** This Agreement shall be binding upon the Parties and their respective elected or appointed officials, officers, directors, employees, general partners, limited partners, agents, representatives, personal representatives, successors, and assigns.
16. **Headings.** The titles and headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify or place any interpretation upon any of the provisions of this Agreement.
17. **Time of Essence.** All times and dates in this Agreement shall be of the essence.
18. **Amendment.** This Agreement may be amended only by a writing signed by the Parties.
19. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The state courts of Florida shall have exclusive jurisdiction over

any judicial proceeding relating to any dispute arising out of the interpretation, performance or breach of this Agreement. Venue for any action arising out of or related to this Agreement shall be in the state courts of Duval County, Florida.

20. **Additional Documents.** After the Parties' execution of this Agreement, each Party agrees to execute and acknowledge, if required, any and all other documents and writings that are necessary to effectuate and perfect all of the terms, obligations and duties granted or imposed by this Agreement and its Exhibits.
21. **Nonwaiver.** No assent or waiver, express or implied, of any breach of any one or more of the covenants, conditions or provisions of this Agreement shall be deemed a waiver of any subsequent breach, or a waiver of any other covenant, condition or provision of this Agreement.
22. **Interpretation.** The language used in this Agreement shall not be construed in favor of or against any of the Parties, but shall be construed as if City and Ollivanders prepared this Agreement. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.
23. **Exhibits.** The Exhibits attached are an integral part of this Agreement and are incorporated by reference and made a part of this Agreement.
24. **Advice of Counsel and Costs.** It is understood and agreed that each Party is represented by that Party's own attorney, and in no event shall an attorney for one Party be deemed to be acting for or on behalf of, or to have established an attorney-client relationship with, the other Party. No Party shall assert that, as a result of information provided pursuant to this Agreement, counsel for a Party has any conflict of interest in handling matters adverse to the other Party, and each Party agrees to execute appropriate documentation as necessary, to waive any such potential conflict of interest.
25. **Attorneys' Fees.** In the event of a dispute or if litigation proceedings are instituted by any one or more of the Parties arising from or related to this Agreement or its exhibits, the prevailing Party to such litigation shall be entitled to reimbursement from the non-prevailing Party for reasonable attorneys' fees and costs incurred in connection with the litigation. For purposes of this paragraph, the term "attorneys' fees and costs" shall include, without limitation, the reasonable attorneys' and paralegals' fees incurred in retaining counsel for advice, suit, appeal, a bankruptcy proceeding or any other legal proceedings.
26. **Executory and Conditions Subsequent.** All provisions of this Agreement which are executory or conditions subsequent shall survive the expiration or earlier termination of this Agreement and shall continue to bind the Parties hereafter.

IN WITNESS WHEREOF, the City and Ollivanders enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

CITY OF JACKSONVILLE

(SEAL)

By: _____

Date: _____

Approval as to form:
Office of General Counsel

By: _____

Date: _____

OLLIVANDERS DOWNTOWN, LLC

By: Contega Business Services, LLC, Manager

By:  _____
William M. Hammill II, Executive Vice President

Date: February 20, 2025 _____

Exhibit A

Ollivanders Parcel

Lots(s) 1, 2 and 3, Block 142, Hart's Map of Jacksonville, Duval County, Florida.

EXHIBIT B

Confederate Park

All that certain tract, piece or parcel of land situate, lying and being in Duval County, Florida, more particularly described as follows:

(Book 27, Pge 54):

The West 34 feet, 7 inches of the North 156 feet of Lot 2 in Block 108, Springfield, according to the Plat thereof as recorded in Book "Q", Page 878, of the f.p.r. of said County;

Together with the following (Book 27, Page 53):

The E $\frac{1}{2}$ of the West $\frac{1}{3}$ of the North 156 feet of Lot 2 in Block 108, Springfield, according to the Plat thereof as recorded in Book "Q", Page 878, of the f.p.r. of said County;

Together with the following (Book 29, page 87):

Part of Block 108, Springfield, in the City of Jacksonville, beginning at the point of intersection of the East line of Main Street with Hogan's Creek, running thence in a Northerly direction along the East line of Main Street to the point of its intersection with the South line of Phelps Street; thence in an Easterly direction along the said South line of Phelps Street to its point of intersection with the West line of Lot 2 old number in said block; thence in a Southerly direction along the west line of said lot 2 to the Southwest comer of said lot; thence in an Easterly direction along the South line of said lot to its point of intersection with Hubbard Street; thence in a Southerly and Southeasterly direction along the Western line of Hubbard Street to the point of its intersection with the Northern boundary line, or line projected, of the land in said block owned by W. M. Bostwick, thence Westerly and Southerly along the North and West boundary lines of said land to Hogan's Creek, thence along Hogan's Creek to the point of beginning, being all the land owned by the Springfield Company in said block.

Together with the following (Book 33, Page 407):

The East 69 2/3 feet of the West 139 1/3 feet of the North 156 feet of Lot 2, in Block 108, Springfield, according to the Plat thereof as recorded in Book "Q", Page 878, of f.p.r. of Duval County, Fla. Also the South 53 feet of the West 139 1/3 feet of said Lot 2.

Together with the following (Book 31 Page 154):

The East 69 feet 8 inches of the North 209 feet of Block 108, Springfield in the City of Jacksonville.

The above described property consists of Parcel Identification Numbers 072979-0000 and 074385-0000 as assigned by the Duval County Property Appraiser. The above-described land comprises all of the property known as Confederate Park, and is further identified by the attached aerials.

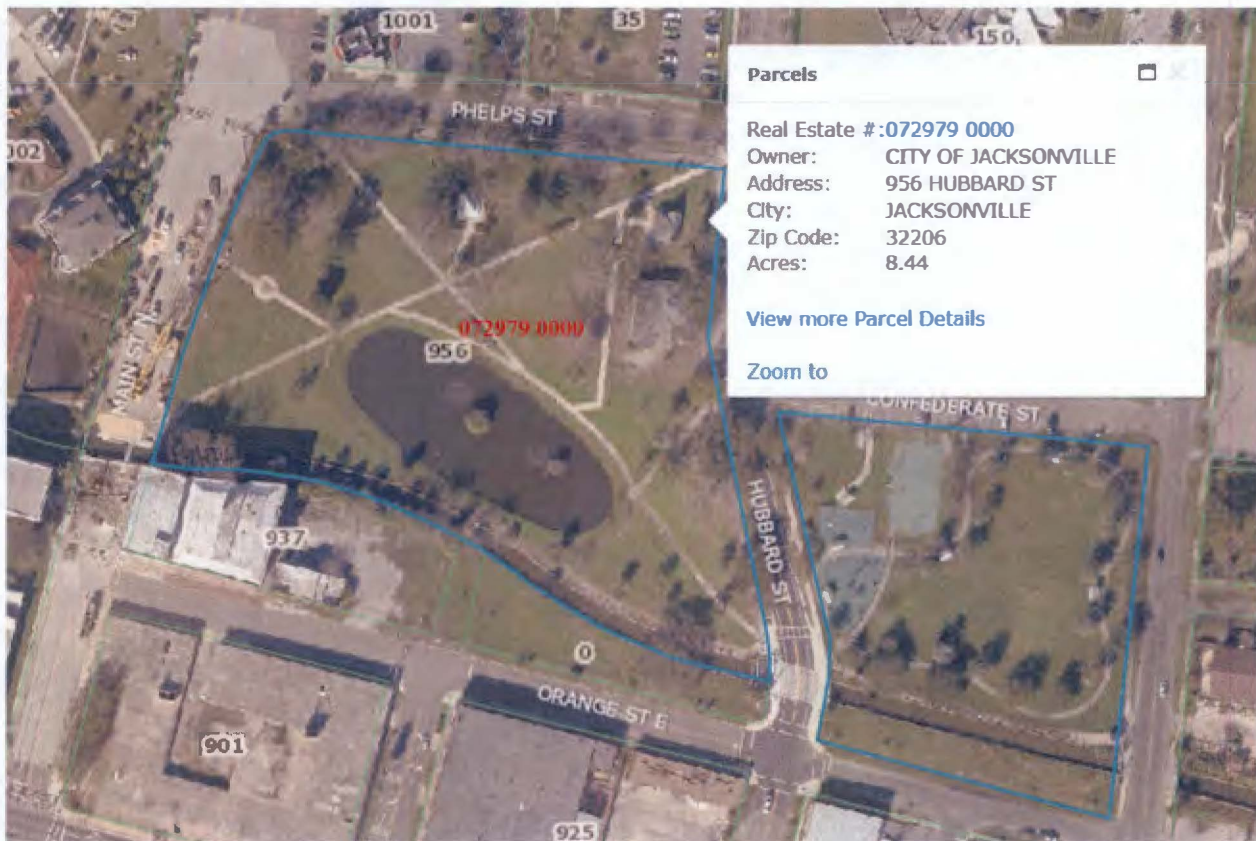


EXHIBIT C

Confederate Park Area

SHOPPES OF LAKSIDE, INC. PARCEL:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF DUVAL AND STATE OF FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1, 2 and 3, HART'S MAP OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

CONFEDERATE PARK PARCEL:

All that certain tract, piece or parcel of land situate, lying and being in Duval County, Florida, more particularly described as follows:

(Book 27, Pge 54):

The West 34 feet, 7 inches of the North 156 feet of Lot 2 in Block 108, Springfield, according to the Plat thereof as recorded in Book "Q", Page 878, of the f.p.r. of said County;

Together with the following (Book 27, Page 53):

The E ½ of the West 1/3 of the North 156 feet of Lot 2 in Block 108, Springfield, according to the Plat thereof as recorded in Book "Q", Page 878, of the f.p.r. of said County;

Together with the following (Book 29, page 87):

Part of Block 108, Springfield, in the City of Jacksonville, beginning at the point of intersection of the East line of Main Street with Hogan's Creek, running thence in a Northerly direction along the East line of Main Street to the point of its intersection with the South line of Phelps Street; thence in an Easterly direction along the said South line of Phelps Street to its point of intersection with the West line of Lot 2 old number in said block; thence in a Southerly direction along the west line of said lot 2 to the Southwest corner of said lot; thence in an Easterly direction along the South line of said lot to its point of intersection with Hubbard Street; thence in a Southerly and Southeasterly direction along the Western line of Hubbard Street to the point of its intersection with the Northern boundary line, or line projected, of the land in said block owned by W. M. Bostwick, thence Westerly and Southerly along the North and West boundary lines of said land to Hogan's Creek, thence along Hogan's Creek to the point of beginning, being all the land owned by the Springfield Company in said block.

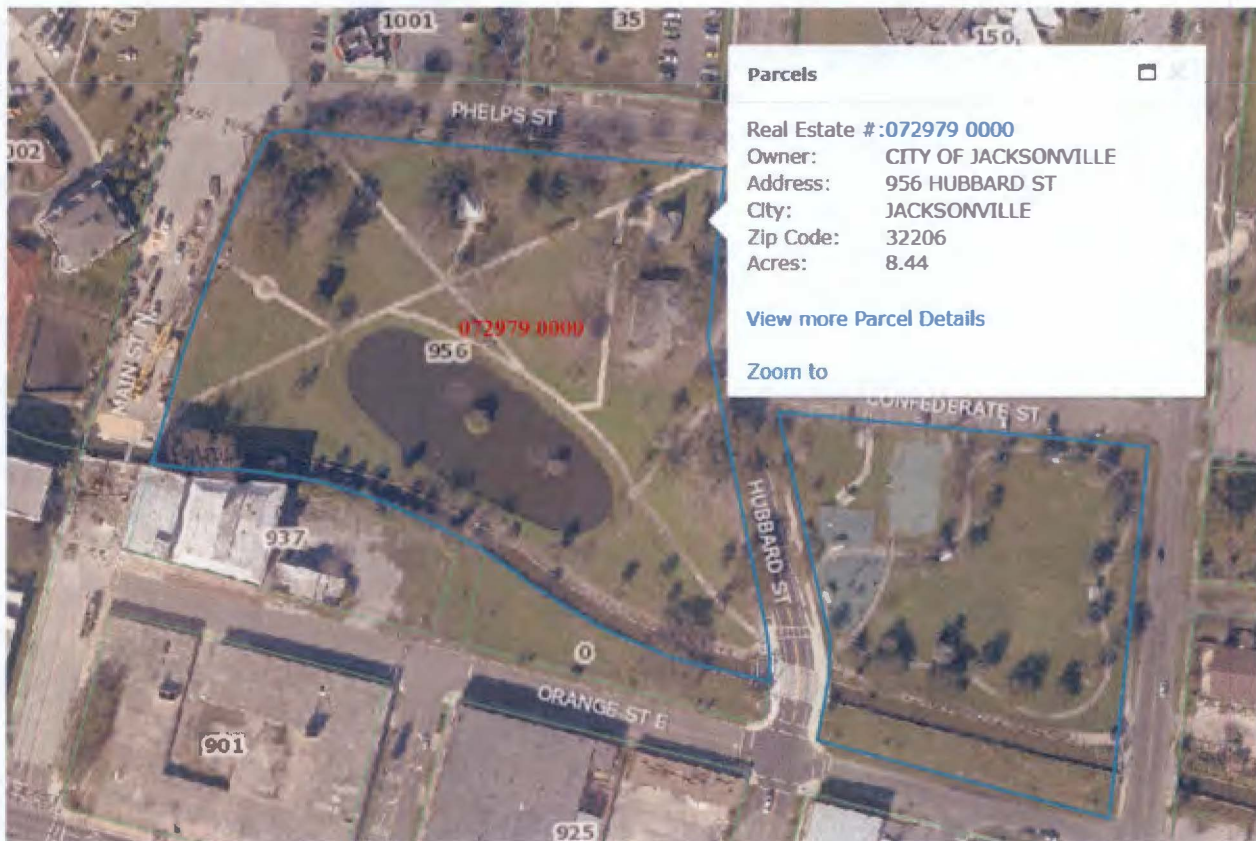
Together with the following (Book 33, Page 407):

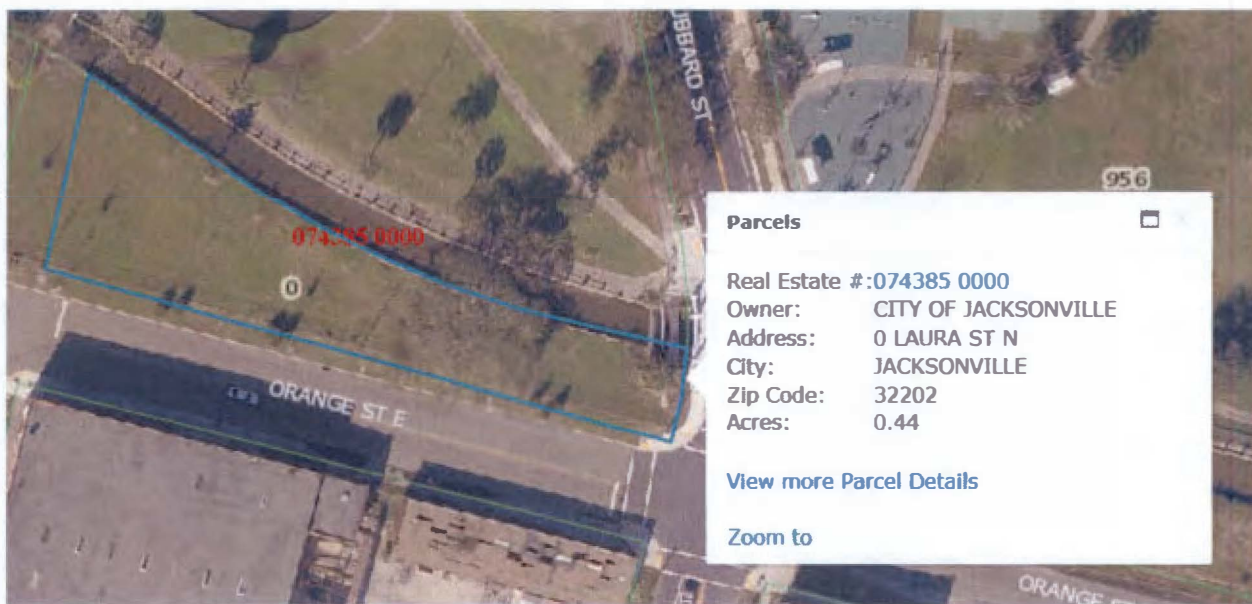
The East 69 2/3 feet of the West 139 1/3 feet of the North 156 feet of Lot 2, in Block 108, Springfield, according to the Plat thereof as recorded in Book "Q", Page 878, of f.p.r. of Duval County, Fla. Also the South 53 feet of the West 139 1/3 feet of said Lot 2.

Together with the following (Book 31 Page 154):

The East 69 feet 8 inches of the North 209 feet of Block 108, Springfield in the City of Jacksonville.

The above described property consists of Parcel Identification Numbers 072979-0000 and 074385-0000 as assigned by the Duval County Property Appraiser. The above-described land comprises all of the property known as Confederate Park, and is further identified by the attached aerials.





Plus: (i) that portion of Orange Street between Main Street and Market Street; (ii) that portion of Ocean Street from State Street to Orange Street; and (iii) that portion of Hubbard Street from Orange Street to Phelps Street.

EXHIBIT D - SETTLEMENT AND RELEASE

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made effective this ~~7th~~ day of August, 2018, by and between the City of Jacksonville ("City") and Shoppes of Lakeside, Inc. ("Shoppes"). City and Shoppes are hereinafter sometimes collectively referred to as "the Parties," and individually as a "Party."

RECITALS

A. Shoppes is a Florida corporation, and is the current owner of real property located at 937 North Main Street, Jacksonville, Florida, (as more particularly described on Exhibit "A" attached hereto, the "Shoppes Parcel"). The Shoppes Parcel is located north of certain real property located at 901 North Main Street ("JHH Parcel"), owned by Jacksonville Hospitality Holdings, L.P. ("JHH"), upon which the Main Street Manufactured Gas Plant ("Main Street MGP") formerly operated.

B. City is a municipal corporation and political subdivision of the State of Florida, and is the owner of a parcel of real property located in the City of Jacksonville (as more particularly described on Exhibit "B" attached hereto ("Confederate Park").

C. In response to the discovery of hazardous substances and pollutants to soils, sediments, surface water, and groundwater on Confederate Park, City incurred response costs under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 *et seq.* ("CERCLA"); specifically, to complete the remedial investigation ("RI") task to delineate the areal and horizontal extent of environmental impacts attributable to the release of hazardous substances and pollutants from the former operation of the Main Street MGP or from the Shoppes Parcel.

D. On July 26, 2012, City filed a lawsuit styled *The City of Jacksonville vs. Jacksonville Hospitality Holdings L.P., et al.*, Case No. 3:12-CV-850-J-25MCR, in the District Court for the Middle District of Florida Jacksonville Division (the "Litigation"), seeking cost recovery under CERCLA and damages under § 376.313, Florida Statutes ("F.S.").

E. The Parties have been engaged in negotiations with JHH and Southport Financial Real Estate, LLC ("Southport") to enter into a Brownfield Site Rehabilitation Agreement ("BSRA"), which would provide for the site rehabilitation of the environmental impacts present on the JHH Parcel, Shoppes Parcel, and Confederate Park (collectively, defined in the BSRA as the "Main Street MGP Brownfield Site").

F. Upon execution of the BSRA, City and Shoppes will be obligated to conduct site rehabilitation of the Shoppes Parcel and Confederate Park (as more particularly described on Exhibit "C" attached hereto, the "Confederate Park Area"). Southport and JHH will be obligated under the BSRA to conduct site rehabilitation of the JHH Parcel in connection with the redevelopment of the JHH Parcel for an affordable housing project.

G. In order to settle all disputes between City and Shoppes, including those raised in the Litigation, the City and Shoppes have agreed to enter into this Agreement, on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Shoppes agree as follows:

1. **Recitals and Applicability.** The above recitals are true and correct, and are incorporated herein by this reference. The recitals and all other provisions of this Agreement shall be individually and collectively binding on the Parties.

2. **Payment for City's Past Response Costs.** Shoppes shall pay to City the sum of Twenty Five Thousand Six Hundred and Seventy One Dollars and Seventy-Three Cents, which sum represents two and one-half percent (2.50%) of City's past response costs to complete the RI task (the "Settlement Funds"). City's total response costs for the RI task were One Million Twenty-Six Thousand Eight Hundred and Sixty-Nine Dollars and Twenty Six Cents (\$1,026,869.26). The Settlement Funds shall be paid within thirty (30) days after the execution of this Agreement. The Settlement Funds shall be paid by wire transfer in accordance with wire instructions to be provided by City to Shoppes.

3. **Execution of BSRA.** Immediately upon the execution of this Agreement by the Parties, the Parties agree to sign the BSRA in the form attached hereto as Exhibit "D." City's execution of this Agreement and the BSRA shall be subject to the formal approval of the Council of the City of Jacksonville, Florida ("City Council"). Neither this Agreement, nor the BSRA shall become effective in the absence of the City Council's approval of each document.

4. **Payment for Future Response Costs.** Shoppes shall pay to City two and one-half percent (2.5%) of the cost to conduct site rehabilitation of the Confederate Park Area in accordance with the Parties' obligations under the BSRA.

5. **Performance of Site Rehabilitation Tasks under BSRA.** City shall have full authority and discretion in selecting and contracting with qualified environmental consulting and remediation firms to perform the site rehabilitation work required by the BSRA from the Confederate Park Area. City shall enter into a professional services agreement with a qualified environmental consulting and remediation firm(s) ("Contractor") to effect the site rehabilitation obligations of City and Shoppes under the BSRA. The professional services agreement(s) shall obligate the Contractor to provide monthly invoices for such services to City and Shoppes. Within ten (10) days from receipt of each Contractor invoice, Shoppes and/or City shall notify Contractor of any objection to the monthly invoice, with copies of any such objection provided to the other Party. In the absence of such objection, Shoppes shall pay to Contractor two and one-half percent (2.5%) of said invoice in accordance with instructions on the invoice. City shall be responsible for payment of the remainder of said invoice. Shoppes and City agree to use their best efforts to settle any disputes with Contractor that are the subject of any objection asserted by Shoppes or City. City shall provide Shoppes with copies of all reports, including laboratory test results, for site rehabilitation work performed by Contractor, upon receipt from Contractor.

6. **Release.**

a. In consideration of the payment of all sums required to be paid by Shoppes and the performance of all duties and obligations required to be performed by Shoppes pursuant to this Agreement, City releases and forever discharges Shoppes of and from any and all claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses, profits, or compensation, whether for compensatory, statutory (including under CERCLA or any other federal law or of the laws of the State of Florida), punitive, or other damages, whether at law (including under CERCLA or any other federal law or of the laws of the State of Florida) or equity, which City now has or may have against Shoppes as asserted in or arising out of the Litigation, or to any other claim that could have been raised in the Litigation, or for the costs of performing the Parties' obligations under the BSRA.

b. In consideration of the performance of all duties and obligations required to be performed by City pursuant to this Agreement, Shoppes releases and forever discharges City of and from any and all claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses, profits, or compensation, whether for compensatory, statutory (including under CERCLA or any other federal law or of the laws of the State of Florida), punitive, or other damages, whether at law (including under CERCLA or any other federal law or of the laws of the State of Florida) or equity, which Shoppes now has or may have against City as asserted in or arising out of the Litigation, or to any other claim that could have been raised in the Litigation, or for the costs of performing the Parties' obligations under the BSRA.

c. The releases set forth above are dependent upon each Party's compliance with its respective obligations under this Agreement and the BSRA. In the event of a breach by either Party of either the Agreement or the BSRA, the release provided herein by the non-breaching Party shall be deemed terminated and of no further force or effect.

7. **Joint Stipulation of Dismissal Without Prejudice.** Within ten (10) days from the execution of this Agreement and the BSRA, the Parties agree to file a joint stipulation in the Litigation, voluntarily dismissing, without prejudice, City's claims against Shoppes in the Litigation, or such other appropriate pleading as is necessary to accomplish that result.

8. **Institutional Controls.** The Parties agree to execute and record any site specific restrictive covenants required by the Florida Department of Environmental Protection ("FDEP") to obtain a Site Rehabilitation Completion Order ("SRCO") with Conditions, Risk Management Options ("RMO") Level III, for the Confederate Park Area in accordance with paragraph 3(c) of the BSRA. The Parties agree to cooperate in the process of preparing and recording any such institutional controls. In the event Shoppes sells the Shoppes Parcel before such a request to record institutional controls is made, Shoppes agrees to obtain a written commitment from the purchaser, in the purchase and sale agreement, to cooperate with City and/or any other party to the BSRA in the process of preparing and recording any institutional controls required by the FDEP to obtain a SRCO with Conditions, RMO Level III, for the Confederate Park Area in accordance with paragraph 3(c) of the BSRA. City shall not be required to pay any additional consideration for the cooperation or for the recording of such institutional controls.

9. **Access to Shoppes Parcel.** Shoppes agrees to allow City, its agents, consultants, contractors, subcontractors, and employees reasonable access to the Shoppes Parcel for the purpose of conducting site rehabilitation work that may be required by the FDEP to perform and complete site rehabilitation of the Confederate Park Area in accordance with the BSRA and this Agreement. All site rehabilitation work performed pursuant to this Agreement will be performed in a manner that causes minimal inconvenience to Shoppes. City agrees to provide Shoppes five (5) days advance notice of its intention to perform site rehabilitation work on the Shoppes Parcel.

10. **Non-Admission into Evidence.** Nothing in this Agreement is intended, or shall be construed, to be an admission by either Party as to any liability, fact or law. This Agreement shall not be used by any Party, person or entity as evidence of any admission of liability, law or fact, a waiver of any right or defense (except as otherwise provided in paragraph 12 below), or an estoppel against any Party. Participation in this Agreement shall not be presumptive of or used as evidence of the liability or apportionment of liability, if any, for costs associated with the Main Street MGP Brownfield Site or any other site, or for any other purpose. Nothing in this paragraph 10, however, is intended or should be construed to limit, bar, or otherwise impede the enforcement of any term or condition of this Agreement against any Party.

11. **Tax Credit Allocation.** The Parties undertake to allocate all Voluntary Cleanup Tax Credits ("VCTC") eligible to be received pursuant to Florida Statutes §376.30781 in connection with the rehabilitation of the Confederate Park Area in accordance with the allocation of costs specified in paragraph 5 of this Agreement. City and Shoppes will timely submit any documentation and other information necessary under Florida Statutes §376.30781 or any other applicable law or regulation for a determination by FDEP of VCTCs to be awarded to each Party for eligible rehabilitation costs.

12. **Tolling of Claims.** The City contends that it has claims against Shoppes pursuant to Section 107 and 113 of CERCLA, 42 U.S.C. § 9607 and 9613, and Florida Statutes Chapter 376, arising from or relating to releases or threatened releases of hazardous substances and pollutants and the City's incurrence of response costs at the Main Street MGP Brownfield Site as set forth in the Litigation ("Tolled Claims"). For a period beginning with the execution by the Parties of this Agreement and continuing for so long as Shoppes has performed its obligations under this Agreement ("Tolling Period"), the Parties agree that the statute of limitations for the Tolled Claims is tolled and the Tolling Period shall not be included in computing the running of any statute of limitations, or for the purposes of any other defense at law or in equity concerning timeliness or the expiration of any time period which may be potentially applicable to the Tolled Claims. If at any time Shoppes is determined by a court of final relief to have breached its obligations under this Agreement, the Tolling Period shall end. Prior to the termination of the Tolling Period as provided herein, upon City's determination that Shoppes has breached its obligations under this Agreement or the BSRA, City may elect to commence suit against Shoppes for the Tolled Claims and Shoppes may not assert in any such action any defense based on the running of the statute of limitations or laches, estoppel or waiver, or any other similar equitable defense based on the running of the statute of limitations or the passage of time during the Tolling Period. This paragraph does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by either Party to this Agreement. City reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense

based upon the timeliness of commencing a civil action is applicable to the Tolled Claims. Except as stated in this paragraph, Shoppes does not waive or release any rights, claims or defenses that it may otherwise raise in response to the City's commencement of a civil action against Shoppes involving the Tolled Claims. This Agreement is not intended to affect any claims by or against third parties.

13. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be sufficient if in writing, and if hand delivered, sent by Federal Express or comparable overnight carrier, sent by email, or sent by registered or certified mail, return receipt requested, to the address of each Party shown below, or to such other address as a Party may designate in writing in accordance with the provisions of this paragraph.

If intended for City:

Jason Teal, Esq.
City of Jacksonville
Deputy General Counsel
117 West Duval Street
Jacksonville, Florida 32202
jteal@coj.net

Michael B. Wedner, Esq.
City of Jacksonville
Senior General Counsel
117 West Duval Street
Jacksonville, Florida 32202
medner@coj.net

and

William L. Pence, Esq.
Baker & Hostetler LLP
200 South Orange Ave., Suite 2300
Orlando, Florida 32801
wpence@bakerlaw.com

If intended for Shoppes:

Mary C. Sorrell, Esq.
Mary C. Sorrell P.A.
2440 Mayport Road, Suite 7
Atlantic Beach, Florida 32233
sorrel@fdn.com

14. **Notices of Default and Opportunity to Cure.** In the event of a material default by any Party with respect to its obligations under this Agreement, the BSRA, or any document executed to effectuate this Agreement, the Party asserting or having notice of any such default shall provide specific written notice of same (in accordance with the requirements of paragraph 13, above), to the Party against whom a default is asserted. A Party that is alleged to be in default shall have ten (10) working days from receipt of such notice in which to cure any default, failing which that Party may be deemed to be in default under this Agreement, the BSRA or any document executed to effectuate this Agreement, as applicable. In that event, the non-defaulting

Party may then exercise such rights and remedies with respect to any material breach as are permitted by this Agreement, the BSRA, any related documents, or applicable law.

15. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but each counterpart shall together constitute one and the same instrument. A facsimile copy or email of this Agreement and any signatures hereon shall be considered for all purposes as originals.

16. **Entire Agreement/Integration**. This Agreement is an integrated contract that represents the entire agreement of the Parties. Correspondence, memoranda, notes, discussions, or agreements, whether written or oral, originating before or on the date of this Agreement are superseded, in all respects, by this Agreement.

17. **Binding Effect**. This Agreement shall be binding upon the Parties and their respective elected or appointed officials, officers, directors, employees, general partners, limited partners, agents, representatives, personal representatives, successors, and assigns.

18. **Headings**. The titles and headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify or place any interpretation upon any of the provisions of this Agreement.

19. **Time of Essence**. All times and dates in this Agreement shall be of the essence.

20. **Amendment**. This Agreement may be amended only by a writing signed by City and Shoppes.

21. **Governing Law/Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The state courts of Florida shall have exclusive jurisdiction over any judicial proceeding relating to any dispute arising out of the interpretation, performance or breach of this Agreement. Venue for any action arising out of or related to this Agreement shall be in the state courts of Duval County, Florida.

22. **Additional Documents**. After the Parties' execution of this Agreement, each Party agrees to execute and acknowledge, if required, any and all other documents and writings that are necessary to effectuate and perfect all of the terms, obligations and duties granted or imposed by this Agreement and its Exhibits.

23. **Nonwaiver**. No assent or waiver, express or implied, of any breach of any one or more of the covenants, conditions or provisions of this Agreement shall be deemed a waiver of any subsequent breach, or a waiver of any other covenant, condition or provision of this Agreement.

24. **Interpretation**. The language used in this Agreement shall not be construed in favor of or against any of the Parties, but shall be construed as if City and Shoppes prepared this Agreement. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

25. **Exhibits.** The Exhibits attached are an integral part of this Agreement, and are incorporated by reference and made a part of this Agreement.

26. **Advice of Counsel and Costs.** It is understood and agreed that each Party is represented by that Party's own attorney, and in no event shall an attorney for one Party be deemed to be acting for or on behalf of, or to have established an attorney-client relationship with, the other Party. No Party shall assert that, as a result of information provided pursuant to this Agreement, counsel for a Party has any conflict of interest in handling matters adverse to the other Party, and each Party agrees to execute appropriate documentation as necessary, to waive any such potential conflict of interest.

27. **Attorneys' Fees.** In the event of a dispute or if litigation proceedings are instituted by any one or more of the Parties arising from or related to this Agreement or its exhibits, the prevailing Party to such litigation shall be entitled to reimbursement from the non-prevailing Party for reasonable attorneys' fees and costs incurred in connection with the litigation. For purposes of this paragraph, the term "attorneys' fees and costs" shall include, without limitation, the actual attorneys' and paralegals' fees incurred in retaining counsel for advice, suit, appeal, a bankruptcy proceeding or any other legal proceedings.

28. **Executory and Conditions Subsequent.** All provisions of this Agreement which are executory or conditions subsequent shall survive the expiration or earlier termination of this Agreement and shall continue to bind the Parties hereafter.

IN WITNESS WHEREOF, the City and Shoppes enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

[SIGNATURES ON FOLLOWING PAGES]

CITY OF JACKSONVILLE, FLORIDA

(SEAL)

By: Sam E. Mousa
Mayor
Date: 08/07/18
Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

By: James R. McCarty
Corporation Secretary
Date: 8/6/18
Approved as to form:
Office of General Counsel



By: Jason Paul
Attorney
Date: 8/6/18

SHOPPES OF LAKESIDE, INC. a Florida corporation

By: 

Its: President

Printed Name Chris Hovles

EXHIBITS

Exhibit A – Legal Description of the Shoppes Parcel

Exhibit B – Legal Description of Confederate Park

Exhibit C – Figure depicting Confederate Park Area

Exhibit D – BSRA