

**CECIL FIELD CONNECTOR ROAD
COST SHARING AND MOBILITY FEE CREDIT AGREEMENT**

THIS CECIL FIELD CONNECTOR ROAD COST SHARING AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2020 (the “Effective Date”) between the **CITY OF JACKSONVILLE**, a municipal corporation and a political subdivision of the State of Florida (“**CITY**”), and **OAKLEAF INVESTORS, LLC**, a Florida Limited Liability Company (“**DEVELOPER**”).

**ARTICLE 1
PRELIMINARY STATEMENTS**

1.1 Background; the Improvements.

1.1.1 DEVELOPER and CITY have agreed that DEVELOPER will design and construct a four-lane boulevard connecting to and extending north approximately 0.94 miles from Brannan Field Road Extension to the Jacksonville Aviation Authority property containing Cecil Commerce Center, in accordance with the terms and conditions of this Agreement (collectively, the “Improvements”) as more specifically described in **Exhibit A** (Description of Improvements), attached hereto. The Improvements include two sections: (1) the south section, which is approximately 0.58 miles in length and also includes the Internal Future Transition Adjustment Area (the “South Section Improvements”); and (2) the north section, which is approximately 0.36 miles in length (the “North Section Improvements”).

1.1.2 A sketch of the real property on which the Improvements will be constructed is described in **Exhibit B** attached hereto (the “Improvements Area”). Pursuant to Ordinance 2017-343-E (Copper Ridge PUD), the real property on which the Improvements will be constructed shall be a minimum of one hundred feet (100’) in width and shall be conveyed at no cost to CITY to be utilized as a right-of-way.

1.1.3 CITY has determined that the design, engineering, permitting, and construction of the Improvements can most efficiently and cost effectively be completed by DEVELOPER simultaneously with the development of its project, and access thereto, described in the Copper Ridge PUD. DEVELOPER is willing to design, engineer, permit, and construct the Improvements in accordance with applicable Florida law for public projects, including but not limited to procedures consistent with Section 287.055, Florida Statutes and Section 255.20, Florida Statutes, and otherwise generally consistent with Chapter 126 (Procurement Code) of CITY’s Ordinance Code provided CITY contributes to the cost of such Improvements, and provides the Mobility Fee Credits, as provided herein. CITY will inspect the Improvements by virtue of a construction inspector selected by DEVELOPER, with the concurrence of CITY, who will serve as agent for CITY.

1.1.4 CITY has requested, and DEVELOPER has agreed, that DEVELOPER will design, engineer, permit and construct the Improvements as described on **Exhibit A** attached hereto and incorporated herein by this reference. The parties acknowledge that DEVELOPER has completed its design, engineering and permitting of the South Section Improvements prior to the

Effective Date of the Agreement but has not commenced construction thereof. Accordingly, CITY has no obligation to reimburse, or otherwise pay DEVELOPER for any costs incurred by DEVELOPER in connection with the design, engineering or permitting of the South Section Improvements, and the parties acknowledge and agree that CITY will not reimburse DEVELOPER for these costs. In addition, the procurement procedures required in this Agreement shall not be applicable to the design, engineering and permitting for the South Section Improvements as such costs have already been paid for by DEVELOPER prior to the Effective Date of this Agreement.

1.1.5 CITY has agreed to share equally in a 50/50 cost split with Developer in the cost of the construction and inspection of the South Section Improvements and the Internal Future Transition Adjustment Area, the total cost of which is Five Million Eighty-Four Thousand Sixty Eight Dollars and No/Cents (\$5,084,068.00), based upon the Cost Schedule for the Transportation Improvement Project for Copper Ridge PUD, Engineer's Opinion of Probable Cost ("EOPC") attached hereto as Exhibit C. CITY is responsible for 100% of the cost of the North Section Improvements also as shown on Exhibit C. Together the cost of the South Section Improvements and the North Section Improvements are the "Improvement Costs", provided, however, that the CITY's contribution to the Improvements Costs shall not exceed the Maximum Indebtedness, as defined herein.

1.1.6 DEVELOPER may commence construction of the South Section Improvements and North Section Improvements at different times and the projects may be bid out as separate projects. However, the parties acknowledge that CITY'S obligation to share equally in the costs of the construction and inspection of the South Section Improvements, and to pay 100% of the costs of the North Section Improvements, is contingent on DEVELOPER bidding out these projects in accordance with applicable Florida law for public projects, including but not limited to procedures consistent with Section 287.055 and Section 255.20, Florida Statutes, and otherwise generally consistent with Chapter 126 (Procurement Code) of CITY'S Ordinance Code, except that the procurement procedures required in this Agreement shall not be applicable to the design, engineering and permitting for the South Section Improvements as such costs have already been paid for by DEVELOPER, prior to the Effective Date of this Agreement.

1.1.7 Design, Construction Budget. The total estimated design and construction costs of the Improvements are estimated to be **NINE MILLION ONE HUNDRED EIGHTY-ONE THOUSAND THREE HUNDRED FIVE DOLLARS AND NO/CENTS (\$9,181,305.00)** based upon the EOPC. CITY has agreed to reimburse Developer a total of **FIVE MILLION NINE HUNDRED NINETY-SEVEN THOUSAND TWO DOLLARS AND NO/CENTS (\$5,997,002.00)**, in accordance with the terms and conditions of this agreement.

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

1.3 Maximum Indebtedness. The total maximum indebtedness of CITY for the Improvements is **FIVE MILLION NINE HUNDRED NINETY-SEVEN THOUSAND TWO DOLLARS AND NO/CENTS (\$5,997,002.00)** (the "Maximum Indebtedness") plus CITY will

provide a maximum Mobility Fee Credit of up to SEVEN HUNDRED THIRTY-ONE THOUSAND TWO HUNDRED TWENTY-SEVEN DOLLARS (\$731,227.00) to DEVELOPER as specified in Article 12 of this Agreement.

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

1.5 Mobility Fee Credits. DEVELOPER has requested Mobility Fee Credits to be provided in exchange for the benefits to the CITY which include: (1) the more timely design and construction of a project that was included in the Better Jacksonville Plan (Cecil Field Connector Road) but was never constructed; (2) the relief of CITY from the effort to administer and manage the design and construction of the almost one mile four-lane divided boulevard (the "Improvements"); (3) the provision of the design, engineering and permitting for the entire south section (0.58 miles) of the Improvements by DEVELOPER; and (4) the limitation of the Mobility fee credit to the Copper Ridge PUD site. The Planning and Development Department supports the credit as explained in Exhibit K (Memorandum from the Director of the Planning and Development Department), attached hereto. CITY has agreed to provide to DEVELOPER **SEVEN HUNDRED THIRTY-ONE THOUSAND TWO HUNDRED TWENTY-SEVEN DOLLARS (\$731,227.00)** in Mobility Fee Credits, however those Credits may only be used to offset the cost of Mobility Fees generated by the Copper Ridge PUD. This Agreement shall serve as the Mobility Fee Contract required by Sec. 655.508, *Ordinance Code*, for the conveyance of Mobility Fee Credits, notwithstanding the requirements set forth in Sec. 655.508(c)(3) through 655.508(c)(6). Said requirement has been waived because those exhibits are not applicable to this Agreement, and pursuant to Ordinance 2020- -E which proposed this Agreement for approval by the Jacksonville City Council and for execution by the Mayor.

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

ARTICLE 2 DEFINITIONS

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

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

2.2 **"Commence Construction"** The terms "Commence" or "Commenced" or "Commencing" Construction as used herein when referencing the Improvements or any portion

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

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

2.4 **“Completion Date”** The term “Completion Date” as used herein means the completion date described in Exhibit D (Performance Schedule) as measured from the Effective Date of this Agreement.

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

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

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

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

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

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

2.11 **“Direct Costs”** means the direct cost of design, engineering, permitting and inspection of the Improvements, but not including construction management fees or other project management fees.

2.12 **“Disbursement(s)”** means disbursements to DEVELOPER of sums equivalent to DEVELOPER’s Verified Percentage of Completion of the applicable sections of the Improvements as approved by CITY pursuant to this Agreement for the design, engineering,

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

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

2.14 **“Impermissible Delay”** means, subject to the Force Majeure provisions of Section 9.2 of this Agreement, failure to proceed with reasonable diligence with the construction of the Improvements in the reasonable judgment of CITY’s Construction Inspector, or if the Construction Inspector is of the reasonable opinion that the Improvements at issue cannot be Completed by the Completion Date for such improvements, or abandonment of or cessation of work on the Improvements at any time prior to the Completion of any Improvements for a period of more than thirty (30) consecutive business days, except in the case of Force Majeure as set forth in Section 11.2, or other casualty which are not the result of DEVELOPER's negligence, or other causes beyond DEVELOPER's control, in which case such period shall be the lesser of the actual period of delay or ninety (90) consecutive days.

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

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

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

2.18 **“Maximum Improvements Disbursement Amount”** means the maximum disbursement to DEVELOPER for the Improvements as shown in **Exhibit C**, or **FIVE MILLION NINE HUNDRED NINETY SEVEN THOUSAND TWO DOLLARS AND NO/CENTS (\$5,997,002.00)** subject to adjustment for any Change Orders approved by CITY.

2.19 **“Mobility Fee”** means the monetary amount calculated by the City of Jacksonville Planning and Development Department, Transportation Division, for the impacts that a certain development will have on the transportation system within the City of Jacksonville.

2.20 **“Mobility Fee Credit”** means the monetary amount, pursuant to Chapter 655, Part 5, *Ordinance Code*, that may offset the amount of Mobility Fee owed based on a specific development.

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

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

2.23 “**Property**” means the approximately 295.77 acre property as defined in Ordinance 2017-343-E (Copper Ridge PUD). The Property is described and shown in **Exhibit E**, and is the geographic limitation for the usage of the Mobility Fee Credits.

2.24 “**Substantial Completion**” means the satisfaction of the Improvements Completion Conditions applicable to the Improvements, as described in Section 7.13 of this Agreement. The date of Substantial Completion of the Improvements is the date of a letter from CITY stating that such improvements are substantially complete. Such letter is referred to herein as the “**Substantial Completion Letter**”. The one-year warranty as described herein on the Improvements begins on the Substantial Completion date of the Improvements.

2.25 “**Verified Percentage of Completion**” means the portion of the Improvements completed by DEVELOPER, as certified by the Construction Inspector, not more frequently than monthly, pursuant to the provisions of this Agreement.

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

ARTICLE 3 DISBURSEMENT OF FUNDS BY CITY

3.1 Terms of Disbursement. Subject to an appropriation of funds therefore, CITY agrees to reimburse DEVELOPER in accordance with the Verified Percentage of Completion for the design, engineering, permitting, construction and inspection of the Improvements on the terms and conditions hereinafter set forth, reflecting CITY’s agreement to share in the costs of such Improvements. However, the total disbursement amount from CITY shall be in the maximum amount of **FIVE MILLION NINE HUNDRED NINETY SEVEN THOUSAND TWO DOLLARS AND NO/CENTS (\$5,997,002.00)** and DEVELOPER shall be responsible for all costs of the Improvements beyond such amount.

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

3.3 Disbursements Directly to Contractors and Vendors. Notwithstanding anything herein, CITY may at its option upon the occurrence of an Event of Default, which is not cured

within the applicable cure period after notice, and in accordance with the disbursement procedures described in this Article 3, and in Article 4 and Article 5, disburse directly to the Design Professionals, General Contractor, subcontractors, suppliers, and vendors whom DEVELOPER has engaged in connection with the Improvements, the reasonable amounts charged by such persons, upon submission to CITY of invoices, receipts or other documents required by CITY showing that the services rendered pertain to the Improvements and are included in the Direct Costs. In the event CITY makes any direct Disbursement as described in this Section 3.3, CITY shall, upon request of DEVELOPER, deliver to DEVELOPER a complete copy of any Disbursement documentation for DEVELOPER' records.

3.4 Deficiency in Maximum Improvements Disbursement Amount; DEVELOPER Obligation for any Shortfall in the Improvements Budgeted Costs. If, prior to any Disbursement, CITY reasonably determines that the actual cost to complete construction of the Improvements exceeds the aggregate undisbursed balance of the Maximum Improvements Disbursement Amount applicable to the Improvements, DEVELOPER shall be responsible for the payment of any amounts in excess of the undisbursed balance of the Maximum Improvements Disbursement Amount. In no event will CITY be responsible for any shortfall in the amounts necessary to Complete Construction of the Improvements. If DEVELOPER fails to continue construction at its own cost, or fails to timely complete construction due to a shortfall or for any other reason, CITY in its sole discretion may choose to terminate CITY's additional obligations hereunder, and/or complete the remaining portion of the Improvements (on its own or through a third party contractor or developer and in compliance with the Plans and Specifications). If CITY completes any portion of the Improvements, DEVELOPER shall be liable to CITY for the costs thereof in excess of the amount allocated for such portion of the Improvements, and such repayment obligation of DEVELOPER shall survive any termination or expiration of CITY's obligations hereunder.

3.5 Project Management Fees/Construction Management Fees. No development fees or project management fees or other fees of DEVELOPER (collectively, the "Project Management Fees") shall be paid to DEVELOPER by CITY under this Agreement.

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

3.7 Stored Materials. CITY shall not be required to disburse funds for costs incurred by DEVELOPER with respect to materials stored on or off the site.

3.8 Construction Inspector. The Construction Inspector shall be chosen by DEVELOPER consistent with the requirements outlined in Florida law and the CITY'S Ordinance Code for competitive bidding of public projects. The Construction Inspector shall be the agent of CITY and, it is a condition precedent of DEVELOPER'S selection of the Construction Inspector, that CITY first approve such selection. The Construction Inspector will inspect the construction of the Improvements as provided herein, review and advise DEVELOPER with respect to the Construction Documents, and other matters related to the construction, operation and use of the Improvements, monitor the progress of construction, and review and sign-off on the Disbursement Requests and Change Orders submitted hereunder. DEVELOPER shall make Developer's construction management facilities located on or around the project site available for the Construction Inspector for the inspection of the Improvements, and DEVELOPER shall afford full and free access by the Construction Inspector to all Construction Documents and shall be granted access to the project site at all reasonable times to inspect the Work in progress and upon Substantial Completion.

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

3.10 Performance Schedule. DEVELOPER and CITY shall jointly establish dates for the performance of DEVELOPER'S obligations under this Agreement, which shall generally follow the parameters set forth in **Exhibit D** attached hereto and incorporated herein by this reference (the "Performance Schedule"). CITY agrees that DEVELOPER has the right to commence construction of the South Section Improvements and North Section Improvements at different times provided that the commencement of construction of one section of Improvements shall occur within twelve months (12) of the commencement of construction of the other section. [NEEDS TO INCLUDE TIME FOR SELECTION OF DESIGNER AND DESIGN]

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

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

path format (the “Critical Path Diagram”), in accordance with the Performance Schedule. DEVELOPER shall update the Critical Path Diagram monthly and submit the updated Diagram to CITY monthly.

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

ARTICLE 4 DISBURSEMENT REQUESTS

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

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

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

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

ARTICLE 5 CONDITIONS TO DISBURSEMENTS

5.1 General Conditions. Subject to compliance by DEVELOPER with the terms and conditions of this Agreement, CITY shall make Disbursements to DEVELOPER on a Verified Percentage of Completion basis of the Budget which is based upon, and limited to, the EOPC plus Change Orders, if any. CITY will have no obligation to make any Disbursement (a) unless CITY is satisfied, in its reasonable discretion, that the conditions precedent to the making of such Disbursement have been satisfied; or (b) if an Event of Default or an event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing.

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

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

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

5.2.3 The Supporting Documentation described in Section 4.1 above.

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

5.3.1 Disbursement Request, together with all required Supporting Documentation;

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

5.3.3 An updated Budget, showing any Change Orders.

5.3.4 Additionally, prior to any Disbursement hereunder for the costs of construction of any Improvements, CITY must be satisfied that all necessary approvals from governmental or quasi-governmental authorities (including without limitation the St. Johns River Water Management District and FDEP) having jurisdiction over the Improvements, including but not limited to street openings or closings, zonings and use and occupancy permits, sewer permits, stormwater drainage permits, and environmental permits and approvals (the "Governmental Approvals"), have been obtained for the applicable Improvements under construction, and are or will be final, unappealed, and unappealable, and remain in full force and effect without restriction or modification.

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

5.4.1 Disbursement Request, together with all required Supporting Documentation.

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

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

5.4.4 An updated Budget, showing all Change Orders.

5.4.5 A final as-built survey showing all of the Improvements and applicable easements in compliance with the requirements of Section 8.9 of this Agreement.

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

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

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

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

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

ARTICLE 7 COVENANTS

7.1 Construction of the Improvements. Subject to the provisions of Section 10.2 (Hazardous Materials) and unless otherwise agreed in writing by CITY, ongoing physical construction of the Improvements shall commence by the Commencement date as established pursuant to Section 2.4 (“Commence Construction”) and shall be carried on diligently without delay or interruption for more than thirty (30) consecutive business days.

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

7.3 Plans and Specifications for the Improvements. Prior to the Commencement of Construction of the Improvements and prior to entering into any constructions contracts for the same, CITY shall have received and approved in its reasonable discretion the Plans and Specifications and Budget (for the purposes of this Article 7, collectively, the “Plans”) prepared by DEVELOPER’s design team for the Improvements as described in Exhibit A. The Plans (i) will comply with all applicable City/state/federal standards, and with provisions of this Agreement, (ii) shall be reviewed by CITY within thirty (30) days of submission in form acceptable to CITY,

and (iii) shall be subject to CITY's approval. DEVELOPER shall use the approved Plans and Specifications to solicit bids and/or proposals for the construction of such Improvements. CITY shall be given the opportunity to review all bids for informational purposes. CITY representatives shall have access to any portion of the Improvements during construction to confirm such Improvements are constructed consistent with the approved Plans.

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

7.5 DEVELOPER Responsibilities; Dedication of Improvements. After the Effective Date, DEVELOPER shall be responsible for overseeing the design, permitting and construction of the Improvements under the terms and conditions of this Agreement. Upon Substantial Completion of the Improvements, DEVELOPER is responsible for overseeing the dedication and acceptance of such improvements to and by CITY, which shall take title to all of the Improvements.

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

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

7.6.2 After awarding the Construction Contract for any portion of the Improvements, DEVELOPER shall in a timely manner notify the General Contractor to proceed with the Work of constructing such portion of the Improvements. No notice to proceed shall be given until, and the parties' obligations hereunder shall be conditioned upon, satisfaction of the following conditions:

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

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

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

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

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

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

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

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

7.10 Compliance with Laws and Restrictions. All construction of any portion of the Improvements shall be performed in accordance with all applicable statutes, ordinances, codes, regulations and restrictions. All contractors, subcontractors, mechanics or laborers or other persons providing labor or material in construction of any portion of the Improvements shall have or be covered by worker's compensation insurance, if required by applicable law.

7.11 Ownership of Construction Documents. As security for the obligations of DEVELOPER under this Agreement, DEVELOPER hereby grants, transfers and assigns to CITY all of DEVELOPER'S right, title, interest (free of any security interests of third parties) and

benefits in or under the Construction Documents, including any copyrights thereto. DEVELOPER represents and warrants that it has permission and authority to convey ownership of the Construction Documents as set forth herein.

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

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

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

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

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

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

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

7.14 Change Orders. In connection with any portion of the Improvements, no material amendment shall be made to the Plans and Specifications, the Design Professional's Contract(s) or the Construction Contract, nor shall any Change Orders be made thereunder, without the prior written consent of CITY in its reasonable discretion. DEVELOPER shall notify CITY in writing

of any requested or necessary delay in the Completion Date ("DEVELOPER Change Order Request"). Within five (5) business days after receipt of a DEVELOPER Change Order Request, the CITY will determine if the DEVELOPER Change Order Request is justified and will respond to DEVELOPER in writing as to whether or not CITY approves the DEVELOPER Change Order Request and whether CITY is willing to authorize any associated delay in the Completion Date set forth therein. If CITY does not approve the DEVELOPER Change Order Request, CITY will have an additional ten (10) business days to evaluate and respond to DEVELOPER in writing. Once a DEVELOPER Change Order Request has been agreed upon by DEVELOPER and CITY, a formal Change Order, describing the agreed scope of work, and applicable extension of the Completion Date, will be executed by both parties within ten (10) business days ("Approved Change Order"). The parties acknowledge that the Work that is the subject of a DEVELOPER Change Order Request will not proceed during the CITY change order response period, but other Work that will not affect or be affected by the Work that is the subject of a DEVELOPER Change Order Request will not be stopped during CITY change order response period. Notwithstanding anything herein, any increased costs in excess of the Maximum Disbursement Amount for the Improvements resulting from any and all Approved Change Orders during the construction of the Improvements shall be the responsibility of DEVELOPER. For the purposes of this Section 7.14, "material" amendment to the Plans and Specifications, the Design Professional's Contract(s) or the Construction Contract is defined as an amendment with related costs in excess of \$10,000 and/or that change the scope of the Improvements or associated delays in the Completion Date.

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

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

7.17 Indemnification. DEVELOPER shall indemnify CITY and its respective employees, agents, representatives, successors, assigns, contractors and subcontractors (collectively "Indemnified Parties") against and from all liabilities, damages, losses, costs, and expenses of whatsoever kind or nature, including, but not limited to, reasonable attorney's fees, reasonable expert witness fees and court costs (all of which are collectively referred to as

“Damages”), arising out of or in connection with any negligent act or omission or willful misconduct of DEVELOPER, the General Contractor or any of their respective employees, contractors, agents or representatives (collectively, the “DEVELOPER Parties”) in connection with the DEVELOPER Parties’ construction of the Improvements, which Damages are not paid or reimbursed by or through the Payment and Performance Bond or Insurance as required under this Agreement. This indemnification shall survive the expiration or termination of this Agreement. The term “Indemnified Parties” as used in this Section shall include CITY, and all officers, board members, City Council members, employees, representatives, agents, successors and assigns of CITY. This Section 7.17 shall survive the expiration, earlier termination or completion of this Agreement for a period of five (5) years.

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

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

7.20 Warranty and Guarantee of Work.

7.20.1 DEVELOPER warrants to CITY that all Work will be of good quality, and substantially in compliance with this Agreement and in accordance with the provisions of Section 7.19. All Work not in conformance to the requirements of this Agreement, including substitutions not properly approved and authorized, may be considered defective. If required by CITY, DEVELOPER shall provide satisfactory evidence as to the quality, type and kind of equipment and materials furnished. This warranty is not limited by, nor limits any other warranty-related provision in this Agreement.

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

7.20.3 DEVELOPER shall bear the cost of correcting or removing all defective or nonconforming Work, including the cost for correcting any damage caused to equipment, materials or other Work by such defect or the correcting thereof.

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

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

7.21 Payment and Performance Bonds.

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

7.21.2 The Payment and Performance Bonds for the Improvements shall accompany the Budget and Plans and Specifications submitted to CITY for approval. The Payment and Performance Bonds shall be delivered prior to commencement of the Improvements.

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

7.22 Jacksonville Small and Emerging Businesses (JSEB) Program.

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

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

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

7.23 Indemnification by Contractors.

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

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

8.1 Assignment; Limitation on Conveyance. DEVELOPER agrees that it shall not, without the prior written consent of CITY (except for assignment to affiliates of DEVELOPER of which DEVELOPER has a managing interest) assign, transfer or convey this Agreement or the Improvements Documents or any provision hereof. Notwithstanding the foregoing, DEVELOPER may assign this Agreement or the Improvement Documents to a grantee of the real estate set forth in the Copper Ridge PUD, if the grantee is approved by CITY, which approval shall not be unreasonably withheld provided the CITY has determined that said grantee is capable of assuming the obligations of DEVELOPER hereunder without prejudice to the rights of CITY. The provisions of this section shall not apply to any assignment, transfer or conveyance as collateral or to the sale or conveyance to the holder of any mortgage encumbering all or any portion of DEVELOPER’ property. Any such sale, assignment or conveyance in violation of this section shall constitute a default hereunder, and CITY may continue to look to DEVELOPER to enforce all of the terms and conditions of this Agreement as if such purported sale, assignment or conveyance had not occurred. Any authorized assignment hereunder shall be pursuant to an assignment and assumption agreement in form and content acceptable to CITY in its reasonable discretion.

ARTICLE 9
EVENTS OF DEFAULT AND REMEDIES

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

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

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

9.1.3 A continuing default after any applicable cure period under this Agreement or the Improvements Documents;

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

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

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

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

9.1.8 The institution by any party of proceedings to be adjudicated bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing by it to the institution of bankruptcy or insolvency proceedings against it, or the

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

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

9.2.1 In the event DEVELOPER's action giving rise to an Event of Default pertains to any failure by DEVELOPER to commence with or complete construction of the Improvements within the time periods required herein, CITY shall be entitled (but not obligated) to (i) complete the applicable Improvements, and (ii) terminate CITY's obligation to pay for any other Improvements Costs hereunder. DEVELOPER shall remain obligated to CITY for any amounts owed by DEVELOPER hereunder as a result of such default.

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

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

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

9.2.3 Notwithstanding anything herein, upon any breach by CITY hereunder, DEVELOPER's maximum damages hereunder (including prejudgment interest) shall be limited to the undisbursed Verified Percentage of Completion costs required for the completion of the construction of the Improvements previously Commenced and then under construction in accordance with this Agreement. Any such damages amount will be used by DEVELOPER only for the construction of the Improvements then under construction in accordance with the costs in the Budget and pursuant to the Plans and Specifications, and shall be disbursed periodically in partial amounts by CITY pursuant to the Disbursement terms and conditions of this Agreement so

that a particular Disbursement will only be made after receipt by CITY of a Disbursement Request and the completion by DEVELOPER of the portion of Improvements to which such Disbursement Request applies.

ARTICLE 10 ENVIRONMENTAL MATTERS

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

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

Substances Control Act, as amended, and regulations promulgated thereunder; and (f) mold, microbial growth, moisture impacted building material, lead-based paint or lead-containing coatings, components, materials, or debris, and self-illuminated tritium containing structures, including but not limited to tritium containing exit signs.

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

10.4 DEVELOPER Release of Hazardous Materials. DEVELOPER shall be responsible for any release of Hazardous Materials within the Improvements Area directly caused by the actions of DEVELOPER occurring after the Effective Date of this Agreement (“Release”). DEVELOPER shall indemnify and hold CITY and its members, officials, officers, employees, and agents harmless from and against any and all claims, costs, damages, or other liability, incurred by CITY in connection with Releases or the spreading, worsening, or exacerbation of a Release directly caused by the DEVELOPER to the extent of and due to DEVELOPER's negligence, recklessness, or intentional wrongful misconduct.

ARTICLE 11 GENERAL PROVISIONS

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

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

11.2 Force Majeure. No party to this Agreement shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualty, declared state of emergency, acts of God, acts of public enemy, epidemic, pandemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities service, lack of transportation, severe weather and other acts or failures beyond the control or without the control of any party (collectively, a “Force Majeure Event”); provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay. A party affected by a Force Majeure Event (the “Affected Party”) shall immediately notify the other party (“Non-Affected Party”) in writing of the event, giving sufficient details thereof and the likely duration of the delay. The Affected Party shall use all commercially reasonable efforts to recommence performance of its obligations under this Agreement as soon as reasonably possible. In no event shall any of the foregoing excuse any financial liability of a party.

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

11.3.1 CITY:

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

With a copy to:

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

11.3.2 DEVELOPER:

Oakleaf Investors, LLC
Attn: Jesse Killebrew
77 Almeria Street
St. Augustine, FL 32804

With a copy to:

D.R. Repass, P.A.
111 Solana Road, Suite B
Ponte Vedra Beach, FL 32082

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

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

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

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

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

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

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

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

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

enforcement of this Agreement. Each party shall be responsible for its own attorneys' fees and costs related to this Agreement and the Improvements Documents.

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

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

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

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

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

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

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

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

ARTICLE 12

MOBILITY FEE CREDITS

12.1 Applicability. CITY has determined that the transportation benefits to the City of Jacksonville are in excess of the monetary amount of Mobility fee credit that will be provided to DEVELOPER as outlined below, but that the monetary amount shall be limited to the Mobility fee that is calculated for the development of 310 single family homes, which is what DEVELOPER intends to construct as the first phase on the Copper Ridge PUD site. The benefits include: (1) the more timely design and construction of a project that was included in the Better Jacksonville Plan (Cecil Field Connector Road) but was never constructed; (2) the relief of CITY from the effort to administer and manage the design and construction of the almost one mile four-lane divided boulevard (the "Improvements"); (3) the provision of the design, engineering and permitting for the entire south section (0.58 miles) of the Improvements by DEVELOPER; and (4) the limitation of the Mobility fee credit to the Copper Ridge PUD site. The Planning and Development Department supports the credit as explained in Exhibit K (Memorandum from the Director of the Planning and Development Department), attached hereto.

12.2 Mobility Fee Calculation. The Copper Ridge PUD Mobility Fee calculation of \$731,227.00 is based upon the development of 310 single family residences.

12.3 Mobility Fee Credit. Any Mobility Fee Credits generated pursuant to this Agreement are capped at a maximum of **SEVEN HUNDRED THIRTY-ONE THOUSAND TWO HUNDRED TWENTY-SEVEN DOLLARS (\$731,227.00)** and may only be applied to the Copper Ridge PUD Mobility Fee. Additionally, the Mobility Fee Credit of \$731,227 is the maximum amount of Mobility Fee credit allowed and shall not be increased even if additional single-family residences are planned or constructed in connection with the Copper Ridge PUD.

12.4 Transfer of Mobility Fee Credits. The transfer of the Mobility Fee Credit shall be in accordance with Chapter 655, Part 5, *Ordinance Code*, but said credit may only be applied to the Property described in **Exhibit E** (the Copper Ridge PUD) and may not be used for any other property.

{Signatures on Following Page}

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

ATTEST:

CITY OF JACKSONVILLE

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

By: _____
Lenny Curry, Mayor

Form Approved:

Office of General Counsel

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

Director of Finance

Signed, sealed and delivered
in the presence of:

(Printed Name) _____

(Printed Name) _____

**OAKLEAF INVESTORS, LLC a Florida
Limited Liability Company**

By: _____

Name: _____

Its: _____

GC-#1388269-v7A-COPPER_RIDGE_Cost_Share_Mobility_Credit_K.docx

LIST OF EXHIBITS

EXHIBIT A	Description of Improvements
EXHIBIT B	Improvements Area
EXHIBIT C	Budget for Improvements/ EOPC
EXHIBIT D	Performance Schedule
EXHIBIT E	The “Property” – Copper Ridge PUD
EXHIBIT F	Disbursement Request Forms
EXHIBIT G	Acceptance Package Checklist
EXHIBIT H	Insurance and Bond Requirements
EXHIBIT I	JSEB Reporting Form
EXHIBIT J	Indemnification Requirements of Contractors
EXHIBIT K	Memorandum from the Planning and Development Department Director approving the Mobility Fee Credits

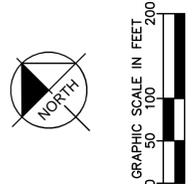
EXHIBIT A

Description of Improvements

The proposed Cecil Connector Road extension is a City Standard urban four-lane divided roadway within a minimum one hundred (100) foot right-of-way that will be dedicated to the City. The construction includes at least the following:

1. Asphalt roadbed;
2. Curb and gutter (two (2) foot width);
3. Roadway streetlighting;
4. A minimum ten (10) foot landscape median;
5. On the east side of the roadway, a six (6) foot wide sidewalk separated from the roadbed curb and gutter by a minimum five (5) foot planting strip, and separated from the western right-of-way line of the roadway by a minimum six (6) foot landscape buffer;;
6. On the west side of the roadway, a twelve (12) foot multi-use path separated from the roadbed curb and gutter by a minimum five (5) foot planting strip;
7. Northbound and southbound turn lanes;
8. Internal storm drain system; and
9. Pavement markings.

The limits of the proposed roadway is from Branan Field Road on the south to the Jacksonville Aviation Authority (“JAA”) property line on the north, consisting of approximately 0.94 miles in length.



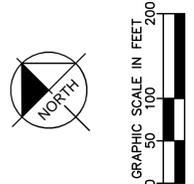
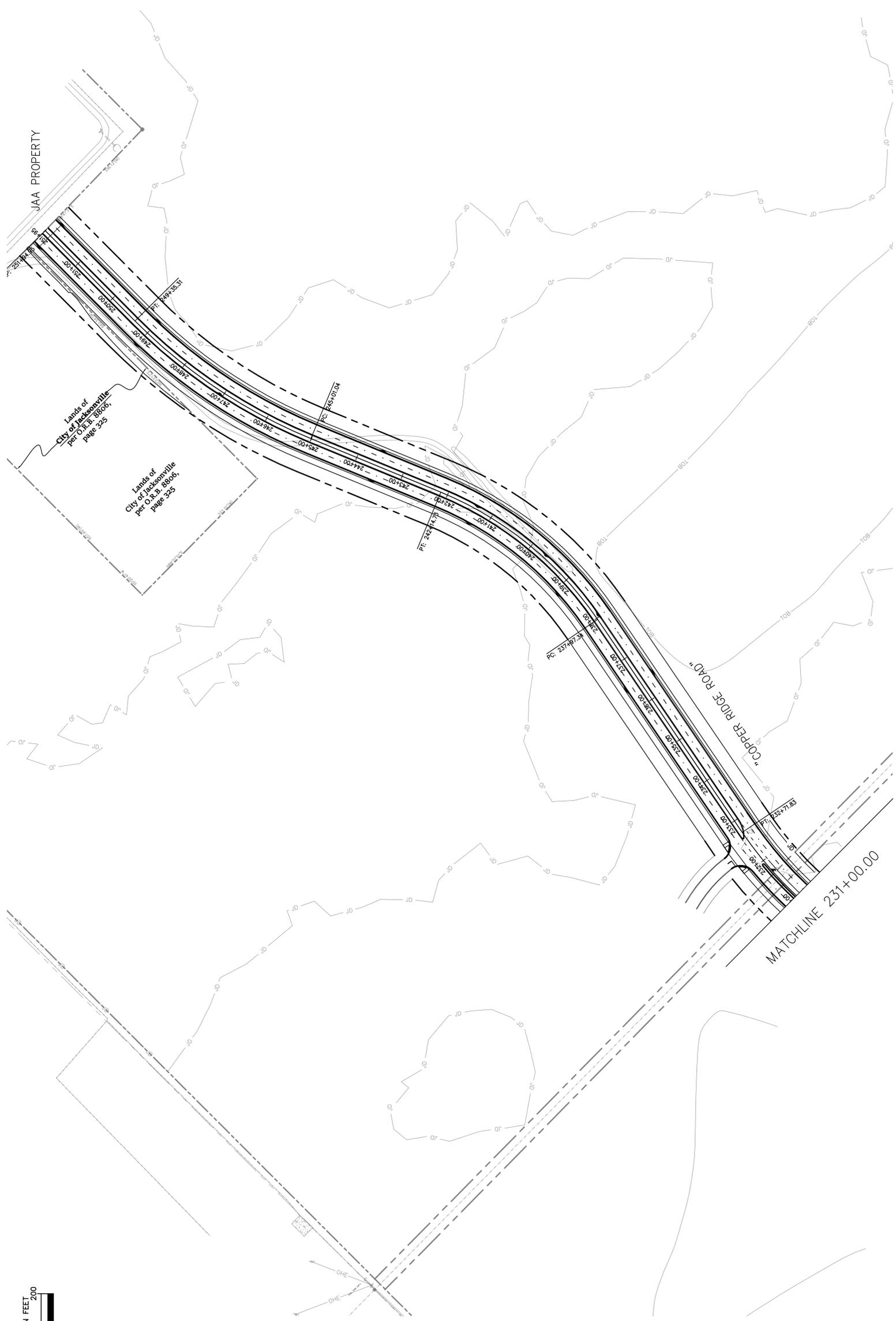


EXHIBIT B

Improvements Area

SKETCH & DESCRIPTION

Two parcels of land being a portion of Blocks 2 and 3, Section 30, Township 3 South, Range 25 East, Jacksonville Heights, as recorded in Plat Book 5, page 93, of the Current Public Records of Duval County, Florida


 DENOTES BLOCK NUMBER PER PLAT OF JACKSONVILLE HEIGHTS

GENERAL NOTES:

1. BEARINGS ARE BASED ON THE WEST LINE OF SAID SECTION 30 AS BEING N0°14'23"E.
2. ADDITIONS, DELETIONS AND/OR ANY WRITTEN INFORMATION ADDED TO THIS MAP AND/OR REPORT IS PROHIBITED AND IS NOT AUTHORIZED BY THE SIGNING SURVEYOR.
3. THIS SKETCH AND DESCRIPTION IS BEING PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES AND NO CERTIFICATION HAS BEEN CREATED, EXPRESS OR IMPLIED, TO COPY THIS SKETCH AND DESCRIPTION AND IS NOT TRANSFERABLE. ANY COPIES OF THIS SKETCH AND DESCRIPTION THAT ARE USED IN ANY SUBSEQUENT TRANSACTIONS SHALL BE NULL AND VOID IF THEY DO NOT BEAR THE EMBOSSED RAISED SEAL OF THE SIGNING SURVEYOR. THE USE OF SUCH DOCUMENTS RELEASES THE SIGNING SURVEYOR OF ANY FURTHER CLAIMS OF LIABILITY OF ANY SUBSEQUENT TRANSACTIONS AND IS ONLY VALID UP TO 60 DAYS AFTER THE INITIAL SIGNING DATE.
4. DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
5. THIS SKETCH AND DESCRIPTION IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.
6. THIS SKETCH AND DESCRIPTION IS BASED ON INFORMATION AS PROVIDED BY THE CLIENT.
7. THIS IS NOT A SURVEY.
8. SEE SHEET 7 FOR CURVE TABLES.

THIS SKETCH AND DESCRIPTION CONSISTS OF 12 SHEETS AND IS NOT FULL AND COMPLETE WITHOUT ALL 12 SHEETS.
CERTIFIED TO: **ALSO COMPANIES**

PREPARED FOR: **ALSO COMPANIES**

BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS

1501 COUNTY ROAD 315 SUITE NO. 106 (904) 284-2224
GREEN COVE SPRINGS, FL 32043 FAX (904) 284-2258
CERTIFICATE OF AUTHORIZATION LB #6991

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 CERT. - DENOTES CERTIFICATION
 LB# - DENOTES LICENSE BUSINESS NUMBER
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 N.T.S. - DENOTES NOT TO SCALE
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 R-24-E - DENOTES RANGE 24 EAST
 S.R.D. - DENOTES STATE ROAD DEPARTMENT
 T-4-S - DENOTES TOWNSHIP 4 SOUTH
 NO. - DENOTES NUMBER

I HEREBY CERTIFY, that this Sketch & Description was made under my responsible direction and complies with the latest Standards of Practice as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 5J-17 F.A.C.; Pursuant to Section 472.027, Florida statutes, subject to all notes and notations shown hereon.

N/A SEPTEMBER 16, 2020
 FIELD WORK COMPLETED MAP ORIGINALLY SIGNED

JOHN S. ADAMS, P.L.S.
 STATE OF FLORIDA LICENSE NUMBER LS 442682-1200

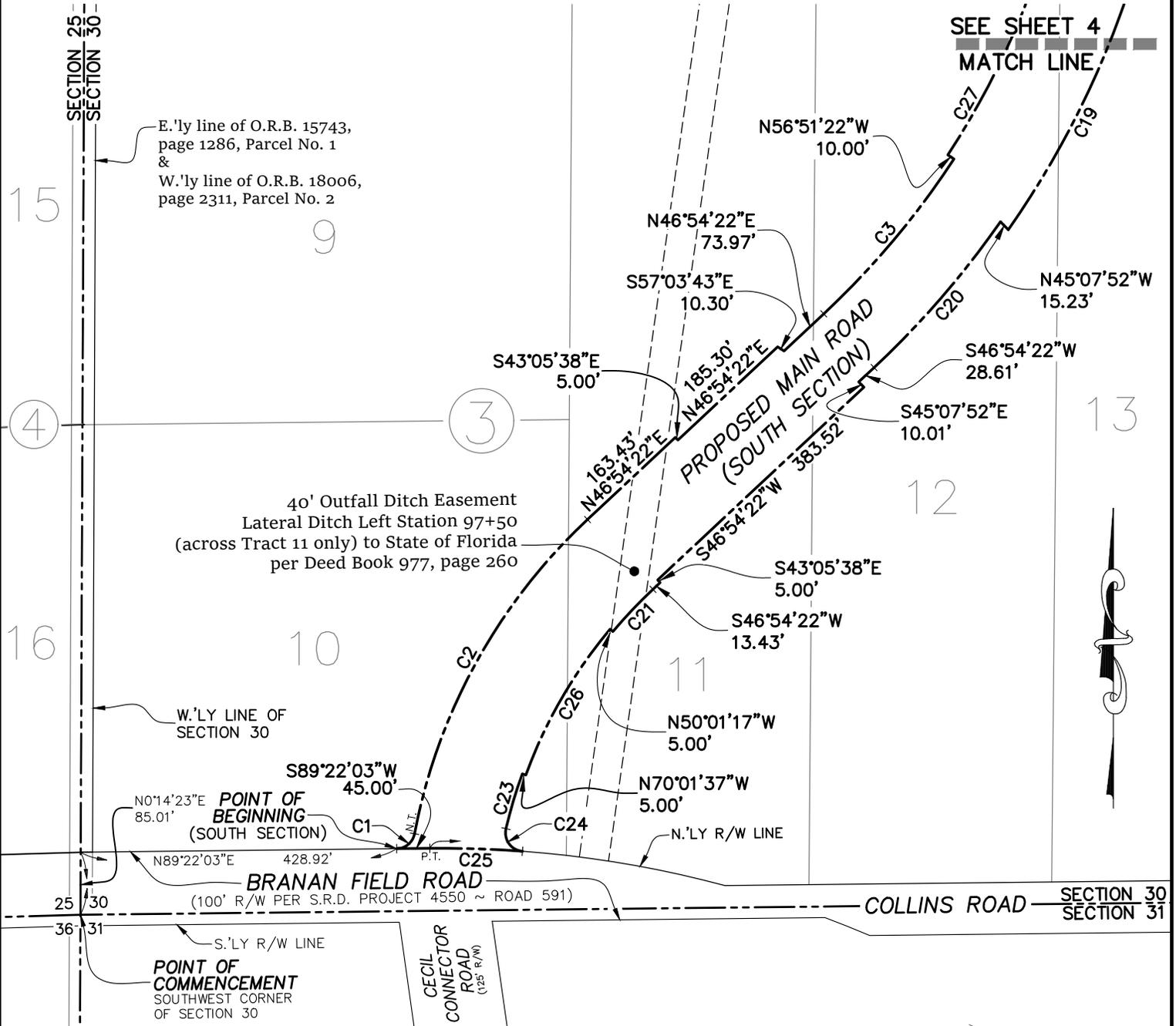
NOTATION:
 The Sketch & Description hereon was made without benefit of abstract or search of title, and therefore the undersigned and Bartram Trail Surveying make no Certifications regarding information shown or not shown hereon pertaining to easements, claims of easements, Rights-of-way, setback lines, overlaps, Boundary Line disputes, agreements, reservations or other similar matters which may appear in the abstract, or search.
 This Sketch & Description is prepared and certified for the exclusive use of the client named hereon and the Sketch & Description and any copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

F.I.R.M. FLOOD ZONE: N/A		ELEVATION: N/A	
PANEL NO.:		N/A	
FB/PG:		N/A	
DATE:	9/16/20	SCALE:	N/A
PROJECT NO.:	692-17-001	REVISION:	A

DRAWN BY: JSA CHECKED BY: JSA SHEET **Exhibit 1**

SKETCH & DESCRIPTION

Two parcels of land being a portion of Blocks 2 and 3, Section 30, Township 3 South, Range 25 East, Jacksonville Heights, as recorded in Plat Book 5, page 93, of the Current Public Records of Duval County, Florida



PREPARED FOR: ALSOP COMPANIES

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BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS

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N/A SEPTEMBER 16, 2020
 FIELD WORK COMPLETED MAP ORIGINALLY SIGNED

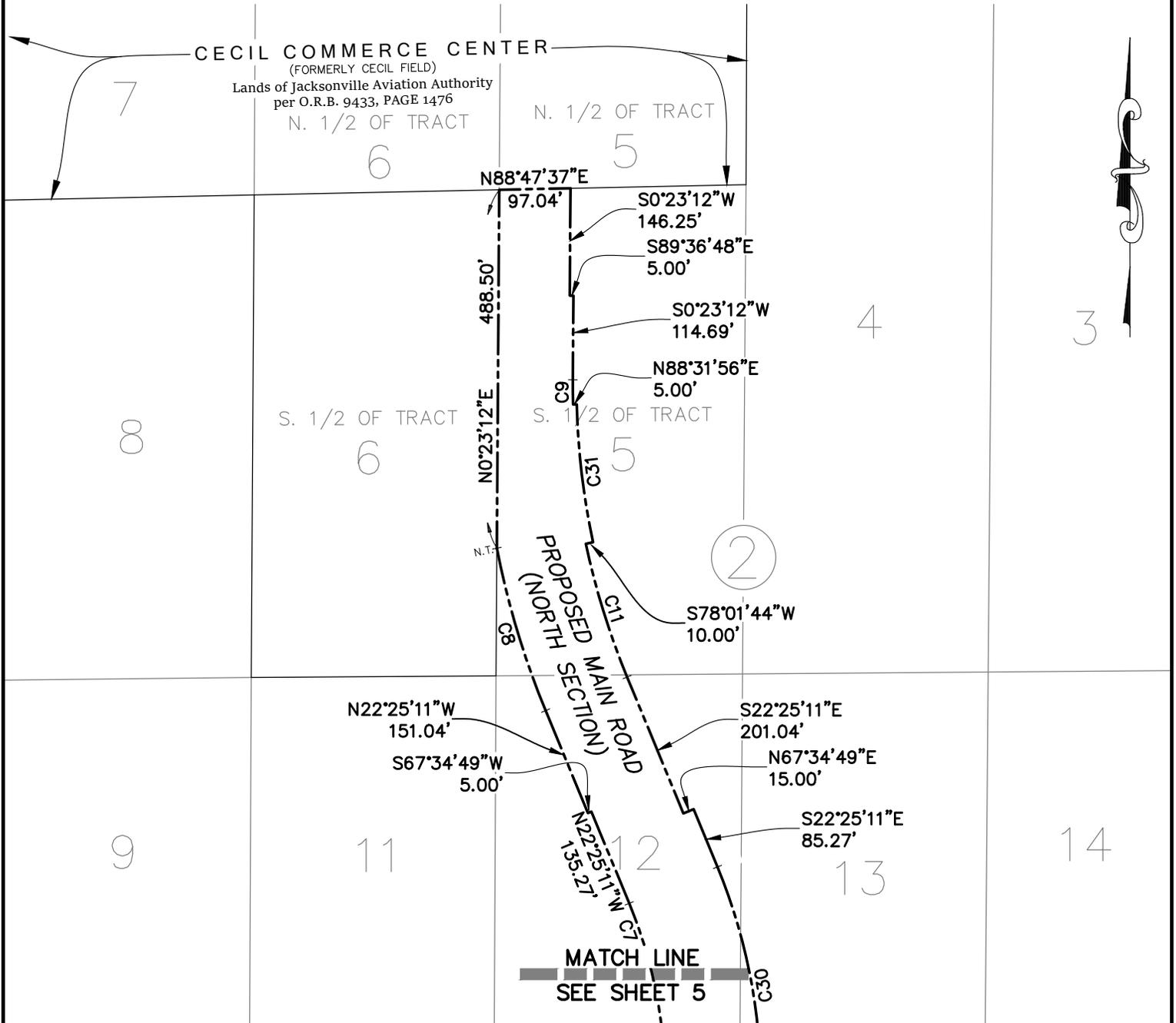
JOHN S. ADAMS, P.L.S.
 STATE OF FLORIDA LICENSE NUMBER LS 446682100

DRAWN BY: JSA CHECKED BY: JSA

F.I.R.M. FLOOD ZONE:	N/A	ELEVATION:	N/A
PANEL NO.:	N/A		
FB/PG:	N/A		
DATE:	9/16/20	SCALE:	1"=200'
PROJECT NO.:	692-17-001	REVISION:	A
SHEET Exhibit 1			

SKETCH & DESCRIPTION

Two parcels of land being a portion of Blocks 2 and 3, Section 30, Township 3 South, Range 25 East, Jacksonville Heights, as recorded in Plat Book 5, page 93, of the Current Public Records of Duval County, Florida



THIS SKETCH AND DESCRIPTION CONSISTS OF 12 SHEETS AND IS NOT FULL AND COMPLETE WITHOUT ALL 12 SHEETS. CERTIFIED TO: ALSOP COMPANIES

PREPARED FOR: ALSOP COMPANIES

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I HEREBY CERTIFY, that this Sketch & Description was made under my responsible direction and complies with the latest Standards of Practice as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 5J-17 F.A.C.; Pursuant to Section 472.027, Florida statutes, subject to all notes and notations shown hereon.

NOTATION:
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PROJECT NO.:	692-17-001	REVISION:	A

N/A SEPTEMBER 16, 2020
 FIELD WORK COMPLETED MAP ORIGINALLY SIGNED

JOHN S. ADAMS, P.L.S.
 STATE OF FLORIDA LICENSE NUMBER LS 44668

DRAWN BY: JSA CHECKED BY: JSA

SHEET 11 OF 12

SKETCH & DESCRIPTION

Two parcels of land being a portion of Blocks 2 and 3, Section 30, Township 3 South, Range 25 East, Jacksonville Heights, as recorded in Plat Book 5, page 93, of the Current Public Records of Duval County, Florida

DESCRIPTION: PROPOSED MAIN ROAD (SOUTH SECTION)

A parcel of land being a portion of Blocks 2 and 3, Section 30, Township 3 South, Range 25 East, Jacksonville Heights, as recorded in Plat Book 5, page 93, of the Current Public Records of Duval County, Florida, said parcel being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 30; thence along the Westerly line thereof, run N00°14'23"E, 85.01 feet to the Northerly right-of-way line of Branan Field Road (a 100' right-of-way according to State Road Department right-of-way map Project 4550 ~ Road 591) by virtue of Deed Book 977, page 264 of said Current Public Records; thence along said right-of-way line, N89°22'03"E, 428.92 feet to the point of curvature of a curve concave to the Northwest and having a radius of 25.00 feet, and the POINT OF BEGINNING of parcel described herein; thence departing said right-of-way line, Northeasterly along the arc of said curve, subtended by a chord bearing and distance of N50°01'24"E, 31.70 feet, an arc distance of 34.33 feet to a point on a non-tangent reverse curve concave to the Southeast and having a radius of 784.00 feet, thence Northeasterly along the arc of said curve, subtended by a chord bearing and distance of N28°47'55"E, 487.34 feet, an arc distance of 495.54 feet to the point of tangency; thence N46°54'22"E, 163.43 feet; thence N46°54'22"E, 185.30 feet; thence S57°03'43"E, 10.30 feet; thence N46°54'22"E, 73.97 feet to the point of curvature of a curve concave to the Northwest and having a radius of 1,147.00 feet; thence Northeasterly along the arc of said curve, subtended by a chord bearing and distance of N40°01'30"E, 274.84 feet, an arc distance of 275.50 feet; thence N56°51'22"W, 10.00 feet to a point on a curve concave to the West and having a radius of 1,137.00 feet; thence Northerly along the arc of said curve, subtended by a chord bearing and distance of N18°43'45"E, 566.09 feet, an arc distance of 572.11 feet; thence N67°45'08"E, 11.17 feet to a point on a curve concave to the West and having a radius of 1,147.00 feet; thence Northerly along the arc of said curve, subtended by a chord bearing and distance of N08°12'48"W, 487.83 feet, an arc distance of 491.59 feet to the point of tangency; thence N20°29'29"W, 322.79 feet to the point of curvature of a curve concave to the East and having a radius of 828.00 feet; thence Northerly along the arc of said curve, subtended by a chord bearing and distance of N04°45'19"W, 449.12 feet, an arc distance of 454.81 feet to the point of tangency; thence N10°58'51"E, 16.99 feet; thence S79°01'09"E, 115.00 feet; thence S10°58'51"W, 16.99 feet to the point of curvature of a curve concave to the East and having a radius of 713.00 feet; thence Southerly along the arc of said curve, subtended by a chord bearing and distance of S04°37'44"W, 157.76 feet, an arc distance of 158.09 feet; thence S88°16'38"W, 5.00 feet to a point on a curve concave to the East and

(continued)

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AND IS NOT FULL AND COMPLETE WITHOUT ALL 12 SHEETS.
CERTIFIED TO: ALSOP COMPANIES

PREPARED FOR: ALSOP COMPANIES

BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS

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F.I.R.M. FLOOD ZONE: N/A		ELEVATION: N/A	
PANEL NO.: N/A			
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DATE: 9/16/20	SCALE: N/A		
PROJECT NO.: 692-17-001	REVISION: A		

N/A SEPTEMBER 16, 2020
 FIELD WORK COMPLETED MAP ORIGINALLY SIGNED

JOHN S. ADAMS, P.L.S.
 STATE OF FLORIDA LICENSE NUMBER LS 44666

DRAWN BY: JSA CHECKED BY: JSA

SHEET **Exhibit 1**

SKETCH & DESCRIPTION

Two parcels of land being a portion of Blocks 2 and 3, Section 30, Township 3 South, Range 25 East, Jacksonville Heights, as recorded in Plat Book 5, page 93, of the Current Public Records of Duval County, Florida

DESCRIPTION: PROPOSED MAIN ROAD (SOUTH SECTION) (continued)

having a radius of 718.00 feet; thence Southerly along the arc of said curve, subtended by a chord bearing and distance of S09°06'57"E, 184.78 feet, an arc distance of 185.29 feet; thence S73°29'28"W, 5.00 feet to a point on a curve concave to the East and having a radius of 723.00 feet; thence Southerly along the arc of said curve, subtended by a chord bearing and distance of S18°30'00"E, 50.24 feet, an arc distance of 50.25 feet to the point of tangency; thence S20°29'29"E, 64.28 feet; thence S69°30'31"W, 5.00 feet; thence S20°29'29"E, 258.52 feet to the point of curvature of a curve concave to the West and having a radius of 1,247.00 feet; thence Southerly along the arc of said curve, subtended by a chord bearing and distance of S09°22'48"E, 480.64 feet, an arc distance of 483.66 feet; thence N83°57'10"E, 20.18 feet to a point on a curve concave to the West and having a radius of 1,267.00 feet; thence Southerly along the arc of said curve, subtended by a chord bearing and distance of S10°12'50"W, 379.18 feet, an arc distance of 380.61 feet; thence N71°10'48"W, 5.00 feet to a point on a curve concave to the Northwest and having a radius of 1,262.00 feet; thence Southwesterly along the arc of said curve, subtended by a chord bearing and distance of S26°53'31"W, 354.41 feet, an arc distance of 355.59 feet; thence N45°07'52"W, 15.23 feet to a point on a curve concave to the Northwest and having a radius of 1,247.00 feet; thence Southwesterly along the arc of said curve, subtended by a chord bearing and distance of S40°52'29"W, 262.05 feet, an arc distance of 262.53 feet to the point of tangency; thence S46°54'22"W, 28.61 feet; thence S45°07'52"E, 10.01 feet; thence S46°54'22"W, 383.52 feet; thence S43°05'38"E, 5.00 feet; thence S46°54'22"W, 13.43 feet to the point of curvature of a curve concave to the Southeast and having a radius of 654.00 feet; thence Southwesterly along the arc of said curve, subtended by a chord bearing and distance of S43°26'32"W, 79.02 feet, an arc distance of 79.07 feet; thence N50°01'17"W, 5.00 feet to a point on a curve concave to the Southeast and having a radius of 659.00 feet; thence Southwesterly along the arc of said curve, subtended by a chord bearing and distance of S29°58'33"W, 228.93 feet, an arc distance of 230.10 feet; thence N70°01'37"W, 5.00 feet to a point on a curve concave to the East and having a radius of 664.00 feet; thence Southerly along the arc of said curve, subtended by a chord bearing and distance of S16°36'56"W, 77.78 feet, an arc distance of 77.82 feet to the point of compound curvature of a curve concave to the Northeast and having a radius of 25.00 feet; thence Southeasterly along the arc of said curve, subtended by a chord bearing and distance of S36°15'02"E, 38.03 feet, an arc distance of 43.20 feet to a point of cusp with a curve concave to the South and having a radius of 1,482.69 feet, said point being on said Northerly right-of-way line of Branan Field Road;

(continued)

THIS SKETCH AND DESCRIPTION CONSISTS OF 12 SHEETS
AND IS NOT FULL AND COMPLETE WITHOUT ALL 12 SHEETS.
CERTIFIED TO: ALSOP COMPANIES

PREPARED FOR: ALSOP COMPANIES

BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS

1501 COUNTY ROAD 315 SUITE NO. 106 (904) 284-2224
GREEN COVE SPRINGS, FL 32043 FAX (904) 284-2258
CERTIFICATE OF AUTHORIZATION LB #6991

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F.I.R.M. FLOOD ZONE: N/A		ELEVATION: N/A	
PANEL NO.: N/A			
FB/PG: N/A			
DATE: 9/16/20	SCALE: N/A		
PROJECT NO.: 692-17-001	REVISION: A		

N/A SEPTEMBER 16, 2020
 FIELD WORK COMPLETED MAP ORIGINALLY SIGNED

JOHN S. ADAMS, P.L.S.
 STATE OF FLORIDA LICENSE NUMBER LS 4426

DRAWN BY: JSA CHECKED BY: JSA

SHEET **Exhibit 1**

SKETCH & DESCRIPTION

Two parcels of land being a portion of Blocks 2 and 3, Section 30, Township 3 South, Range 25 East, Jacksonville Heights, as recorded in Plat Book 5, page 93, of the Current Public Records of Duval County, Florida

DESCRIPTION: PROPOSED MAIN ROAD (SOUTH SECTION) (continued)

thence along said line, and Westerly along the arc of said curve, subtended by a chord bearing and distance of N88°11'54"W, 125.93 feet, an arc distance of 125.97 feet to the point of tangency; thence continue along said Northerly right-of-way line, S89°22'03"W, 45.00 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 8.04 acres, more or less.

Said lands situated, lying and being in Duval County, Florida.

DESCRIPTION: PROPOSED MAIN ROAD (NORTH SECTION)

A parcel of land being a portion of Block 2, Section 30, Township 3 South, Range 25 East, Jacksonville Heights, as recorded in Plat Book 5, page 93, of the Current Public Records of Duval County, Florida, said parcel being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 30; thence along the Westerly line thereof, run N00°14'23"E, 85.01 feet to the Northerly right-of-way line of Branan Field Road (a 100' right-of-way according to State Road Department right-of-way map Project 4550 ~ Road 591) by virtue of Deed Book 977, page 264 of said Current Public Records; thence along said right-of-way line, N89°22'03"E, 428.92 feet to the point of curvature of a curve concave to the Northwest and having a radius of 25.00 feet; thence departing said right-of-way line, Northeasterly along the arc of said curve, subtended by a chord bearing and distance of N50°01'24"E, 31.70 feet, an arc distance of 34.33 feet to a point on a non-tangent reverse curve concave to the Southeast and having a radius of 784.00 feet, thence Northeasterly along the arc of said curve, subtended by a chord bearing and distance of N28°47'55"E, 487.34 feet, an arc distance of 495.54 feet to the point of tangency; thence N46°54'22"E, 163.43 feet; thence N46°54'22"E, 185.30 feet; thence S57°03'43"E, 10.30 feet; thence N46°54'22"E, 73.97 feet to the point of curvature of a curve concave to the Northwest and having a radius of 1,147.00 feet; thence Northeasterly along the arc of said curve, subtended by a chord bearing and distance of
(continued)

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CERTIFIED TO: ALSOP COMPANIES

PREPARED FOR: ALSOP COMPANIES

BARTRAM TRAIL SURVEYING, INC.

LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS

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F.I.R.M. FLOOD ZONE: N/A		ELEVATION: N/A	
PANEL NO.: N/A			
FB/PG: N/A			
DATE: 9/16/20	SCALE: N/A		
PROJECT NO.: 692-17-001	REVISION: A		

N/A SEPTEMBER 16, 2020
 FIELD WORK COMPLETED MAP ORIGINALLY SIGNED

JOHN S. ADAMS, P.L.S.
 STATE OF FLORIDA LICENSE NUMBER LS 4442

DRAWN BY: JSA CHECKED BY: JSA

SHEET **Exhibit 1**

SKETCH & DESCRIPTION

Two parcels of land being a portion of Blocks 2 and 3, Section 30, Township 3 South, Range 25 East, Jacksonville Heights, as recorded in Plat Book 5, page 93, of the Current Public Records of Duval County, Florida

DESCRIPTION: PROPOSED MAIN ROAD (NORTH SECTION) (continued)

N40°01'30"E, 274.84 feet, an arc distance of 275.50 feet; thence N56°51'22"W, 10.00 feet to a point on a curve concave to the West and having a radius of 1,137.00 feet; thence Northerly along the arc of said curve, subtended by a chord bearing and distance of N18°43'45"E, 566.09 feet, an arc distance of 572.11 feet; thence N67°45'08"E, 11.17 feet to a point on a curve concave to the West and having a radius of 1,147.00 feet; thence Northerly along the arc of said curve, subtended by a chord bearing and distance of N08°12'48"W, 487.83 feet, an arc distance of 491.59 feet to the point of tangency; thence N20°29'29"W, 322.79 feet to the point of curvature of a curve concave to the East and having a radius of 828.00 feet; thence Northerly along the arc of said curve, subtended by a chord bearing and distance of N04°45'19"W, 449.12 feet, an arc distance of 454.81 feet to the point of tangency; thence N10°58'51"E, 16.99 feet to the POINT OF BEGINNING of parcel described herein; thence continue N10°58'51"E, 105.88 feet; thence S89°10'07"W, 15.32 feet; thence N10°58'51"E, 405.77 feet to the point of curvature of a curve concave to the West and having a radius of 648.00 feet; thence Northerly along the arc of said curve, subtended by a chord bearing and distance of N05°43'10"W, 372.43 feet, an arc distance of 377.75 feet to the point of tangency; thence N22°25'11"W, 135.27 feet; thence S67°34'49"W, 5.00 feet; thence N22°25'11"W, 151.04 feet to the point of curvature of a curve concave to the East and having a radius of 1,164.00 feet; thence Northerly along the arc of said curve, subtended by a chord bearing and distance of N16°43'16"W, 231.17 feet, an arc distance of 231.55 feet to the Easterly line of the South half of Tract 6, said Block 2; thence along said line, N00°23'12"E, 488.50 feet to the Northeasterly corner of said South half of Tract 6; thence along the Northerly line of the South half of Tract 5, said Block 2, N88°47'37"E, 97.04 feet; thence departing said line, S00°23'12"W, 146.25 feet; thence S89°36'48"E, 5.00 feet; thence S00°23'12"W, 114.69 feet to the point of curvature of a curve concave to the East and having a radius of 1,039.00 feet; thence Southerly along the arc of said curve, subtended by a chord bearing and distance of S00°32'26"E, 33.63 feet, an arc distance of 33.63 feet; thence N88°31'56"E, 5.00 feet to a point on a curve concave to the East and having a radius of 1,034.00 feet; thence Southerly along the arc of said curve, subtended by a chord bearing and distance of S06°43'10"E, 189.26 feet, an arc distance of 189.55 feet; thence S78°01'44"W, 10.00 feet to a point on a curve concave to the East and having a radius of 1,044.00 feet; thence Southerly along the arc of said curve, subtended by a chord bearing and distance of S17°11'43"E, 190.13 feet, an arc distance of 190.39 feet to the point of tangency; thence S22°25'11"E, 201.04 feet; thence N67°34'49"E, 15.00 feet; thence S22°25'11"E, 85.27 feet to the point of curvature of a curve concave to the West and having a radius of 778.00 feet; thence Southerly along the arc of said curve, subtended by a chord bearing and distance of

(continued)

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PREPARED FOR: **ALSOP COMPANIES**

CERTIFIED TO: **ALSOP COMPANIES**



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LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS

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PANEL NO.: N/A			
FB/PG: N/A			
DATE: 9/16/20	SCALE: N/A		
PROJECT NO.: 692-17-001	REVISION: A		

N/A SEPTEMBER 16, 2020
 FIELD WORK COMPLETED MAP ORIGINALLY SIGNED

JOHN S. ADAMS, P.L.S.
 STATE OF FLORIDA LICENSE NUMBER LS 4448

DRAWN BY: JSA CHECKED BY: JSA

SHEET **Exhibit 1**

SKETCH & DESCRIPTION

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DESCRIPTION: PROPOSED MAIN ROAD (NORTH SECTION) (continued)

S09°49'38"E, 339.24 feet, an arc distance of 341.98 feet; thence N87°14'04"W, 5.00 feet to a point on a curve concave to the West and having a radius of 773.00 feet; thence Southerly along the arc of said curve, subtended by a chord bearing and distance of S06°52'23"W, 110.74 feet, an arc distance of 110.83 feet to the point of tangency; thence S10°58'51"W, 247.34 feet; thence S79°01'09"E, 5.00 feet; thence S10°58'51"W, 261.18 feet; thence N79°01'09"W, 115.00 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 5.25 acres, more or less.

Said lands situated, lying and being in Duval County, Florida.

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CERTIFIED TO: ALSOP COMPANIES

PREPARED FOR: ALSOP COMPANIES

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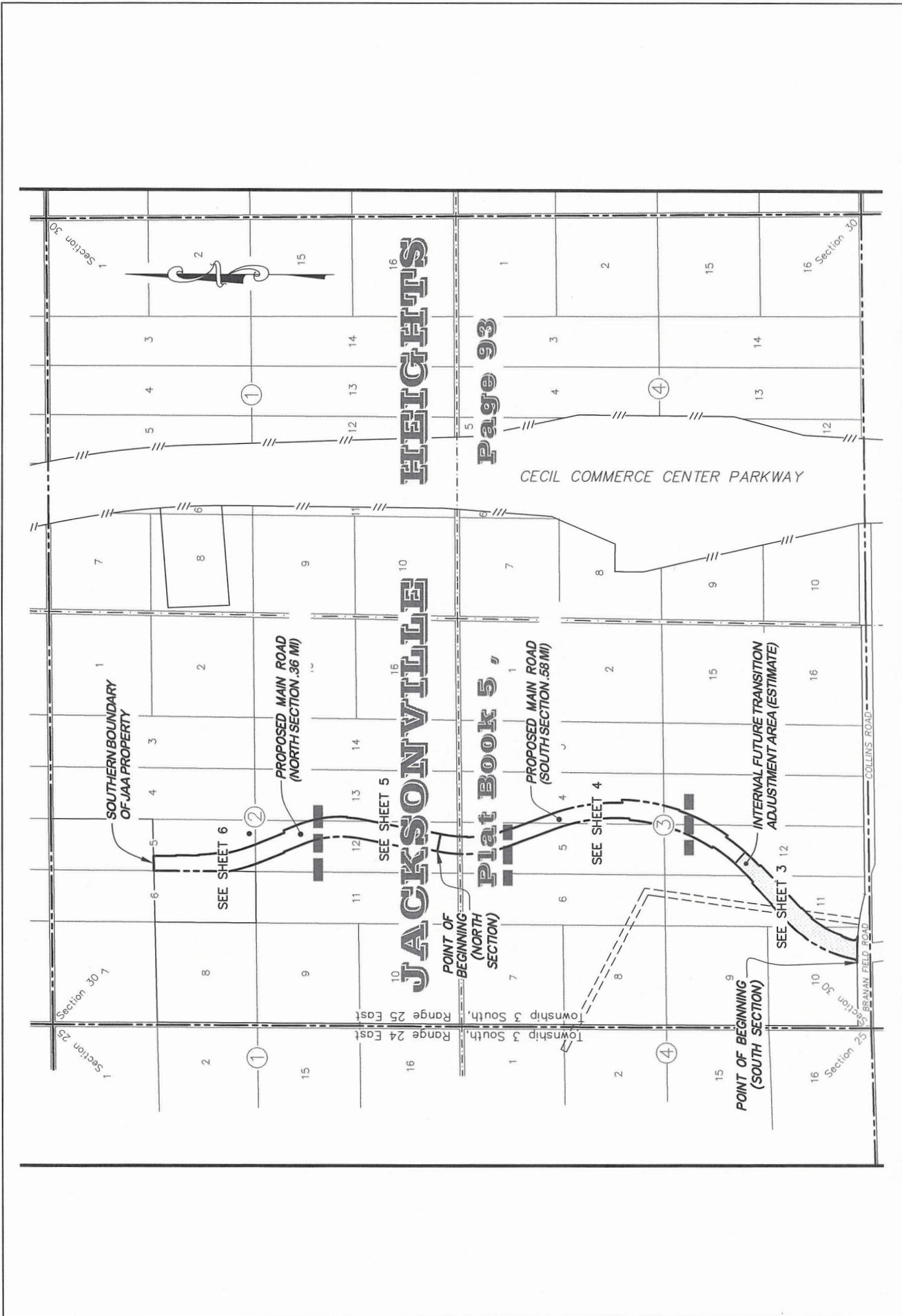
N/A SEPTEMBER 16, 2020
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JOHN S. ADAMS, P.L.S.
 STATE OF FLORIDA LICENSE NUMBER LS 44682-2001

DRAWN BY: JSA CHECKED BY: JSA

SHEET **Exhibit 1**

EXHIBIT C
Budget for Improvements/EOPC
(Sketch and cost table)



October 2020



COPPER RIDGE PUD
ENGINEER'S OPINION OF PROBABLE COST EXHIBIT

Cost Schedule for the Transportation Improvement Project

Copper Ridge PUD

Engineer's Opinion of Probable Cost - Four-Lane Boulevard

	A	B	C	D	E	F	G
	Length (Miles)	Cost per Mile	Construction Cost = (A*B)	R/W ¹	Design Engineering (15% of Construction Cost)	CEI (Inspection) (15% of Construction Cost)	Total Project Cost
Four-lane Boulevard - South Section (Developer Responsibility)	0.58	\$3,691,205	\$2,140,899	\$0	\$642,270 ⁴	\$321,135	\$3,104,304
Four-lane Boulevard - South Section (City Responsibility)	0.58	\$3,691,205	\$2,140,899	\$0	\$0 ⁴	\$321,135	\$2,462,034
Four-lane Boulevard - North Section (City Responsibility)	0.36	\$7,382,410	\$2,657,668	\$0	\$398,650	\$398,650	\$3,454,968
Internal Future Transition Adjustments (Developer Responsibility (50%))	N/A	N/A	\$80,000	N/A	N/A	N/A	\$80,000
Internal Future Transition Adjustments (City Responsibility (50%))	N/A	N/A	\$80,000	N/A	N/A	N/A	\$80,000
Total			\$7,099,465		\$1,040,920	\$1,040,920	\$9,181,305

Notes:

1. Right-of-way is being dedicated by the Applicant as required by the PUD. The Applicant is not receiving any credit for the right-of-way dedication.
2. EOPC includes COJ requested turn lanes and lighting
3. Please see EOPC Exhibit
4. South Section Engineering was completed prior to this agreement, this amount reflects responsibility for design engineering cost
5. City Responsible for the following costs: \$2,462,034 + \$3,454,968 + \$80,000 = \$5,997,002

EXHIBIT D
Performance Schedule
(Design and Construction)

EXHIBIT D
Performance Schedule

Copper Ridge - Spine Road

Task Name	Duration in Days
Project Commencement	10
North Section Design Procurement	45
Evaluation/Selection	15
Complete Construction & CEI Procurement	45
Evaluation/Selection	15
North Section Design/Permitting	240
Complete Road Construction & CEI	
Mobilization	10
Survey & Layout	15
Clearing	30
Earthwork	180
Storm Drain	60
Curb	20
Road Base	30
Asphalt	30
Stripes/Signs	10
Grassing	10
As-builts & Close Out	30

Project Duration

795

EXHIBIT E

The “Property” – Copper Ridge PUD
(Ordinance 2017-343-E, Revised Exhibit 4)

EXHIBIT F

Disbursement Request Forms
(Sample)

**CITY OF JACKSONVILLE, FLORIDA
DISBURSEMENT REQUEST [SAMPLE]**

5

PROJECT	<u>project name</u>	BID NO.	<u>bid #</u>	CONTRACT NO.	<u>contract #</u>
----------------	---------------------	----------------	--------------	---------------------	-------------------

For Work accomplished through the date of _____

A. Contract and Change Orders

1. Contract Amount.....	\$	325,700.00
2. Executed Change Orders.....+	\$	-
3. Total Contract (1) + (2).....	\$	<u>325,700.00</u>

B. Work Accomplished

4. Work performed on Contract Amount (1).....	\$	154,068.71
5. Work performed on Change Orders (2).....+	\$	-
6. Materials stored.....+	\$	
7. Total Completed & Stored (4) + (5) + (6).....	\$	<u>154,068.71</u>
8. Retainage * 5% of Item (7), not to exceed 5% of Item (3).....	\$	7,703.44
9. Less Previous Payments Made (or) Invoiced.....	\$	-
10. Payment Amount Due this Application (7) - (8) - (9).....	\$	<u>146,365.27</u>

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

CONTRACTOR'S CERTIFICATION

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

Dated _____

CONTRACTOR

By: _____

Notary Public

DATE

APPROVALS

_____	_____
_____	_____
_____	_____

Construction Inspector
Project Engineer
P.E., Contract Section

EXHIBIT G

Acceptance Package Checklist

SUBDIVISION AND DEDICATION ACCEPTANCE

Date:	Civil Plan CDN:	Plat CDN:
Project Name (as it appears on the plat):		
City Engineering Tech:	Project Type: <input type="checkbox"/> Public / <input type="checkbox"/> Private <input type="checkbox"/> Roadway/ <input type="checkbox"/> Subdivision	Inspection Type: <input type="checkbox"/> City Inspection <input type="checkbox"/> Private Inspection

1. **Confirmation of Plat Recording:**
Plat Book _____, Page _____, Date Recorded _____

2. **Developer's Warranty:** Letter from Developer Covering- Indemnification, City of Jacksonville Acceptance Agreement, and the sections of Attachment No. 12 designated by city's Project Engineer (**Attachment No. 12**).

3. **Engineers Certificate of Compliance:** The Registered Professional shall submit a Certificate in accordance with paragraph 654.136(c) Subdivision Regulations (**Attachment No. 9**).

4. **Surveyor Certificate:** The Registered Land Surveyor shall submit a Certificate in accordance with paragraph 654.110 Subdivision Regulations (**Attachment No. 10**).

5. **Owners Affidavit:** The Certificate of construction completion shall be submitted by the owner or developer. The original will be forwarded by Development Services to JEA and a copy retained in the project file (**Attachment No. 11**).

6. **Record of Completion of final inspection punch list items:** The city's Project Manager shall certify, by signature and date on the report, when the punch list items are completed. On privately inspected, private subdivision the final punch list and a sealed letter must come from the private inspection company's licensed Professional Engineer.

7. **As-Built/Acceptance Letter:** signed and sealed prints of as-builts for the paving and drainage OR Disc shall be submitted to **City's Project Manager** for approval to receive the letter. On a private subdivision a sealed letter must come from a licensed Professional Engineer.

8. **Traffic Sign Installation:** The Developer shall provide written notification from traffic that all signs have been completed, if sign where a part of the project. On a private subdivision a sealed letter must come from a licensed Professional Engineer.

9. **JEA Acceptance Letter:** As-builts for potable water mains, reclaimed water mains, sewage collection systems, force mains, and sewage lift stations, Pressure test results for both water and sewer force shall be submitted to JEA in accordance with JEA standards.

10. **A copy of the St. Johns Water Management Permit:** and a copy of the written notification to the District that project is complete and ready for inspection. (This notification can be the "Statement of Compliance" to the St. Johns River Water Management District.)

11. **Department of Environmental Protection Certification:** of construction completion and approved, if DEP is involved with the project.

12. **Soil and Concrete Testing:** Developer is to submit copies of soil and concrete testing performed during construction of subdivisions and other permitted work.

13. **Bill of Sale:** Improvements other than subdivisions. This applies to dedications of water and sewer to the City. (Sample Attachment No. 17). (**Rarely needed**)

14. **Post-Construction Warranty:** Residential developments? Y/N (Post 5/1/19) Y/N Date _____.
Schedule: Lift 1: _____ Bond \$ _____ / Lift 2 : _____ Bond \$ _____
Date _____ Date _____

15. **Return of Bond:** Plat Bond Surety _____ or Cash _____, Project not bonded _____

EXHIBIT H

Insurance and Bond Requirements

The General Contractor (for this Exhibit H and Exhibit J, the “**Contractor**”) shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

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

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

Commercial General Liability	\$3,000,000	General Aggregate
	\$3,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$50,000	Fire Damage
	\$5,000	Medical Expenses

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

Contractor shall continue to maintain products/completed operations coverage for a period of ten (10) years after the final completion of the project. The amount of products/completed operations coverage maintained during the ten year period shall be not less than the combined limits of Products/ Completed Operations coverage required to be maintained by Contractor in the combination of the Commercial General Liability coverage and Umbrella Liability Coverage during the performance of the Work.

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

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

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

Design Professional Liability \$3,000,000 per Claim
\$6,000,000 Aggregate

Any entity hired to perform professional services as a part of this Agreement shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement and with a ten (10) year reporting option beyond the annual expiration date of the policy.

Builders Risk %100 Completed Value of the Project

Such insurance shall be on a form acceptable to CITY's Office of Insurance and Risk Management. The Builder's Risk policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum \$10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the Improvements. Named insured's shall be: DEVELOPER, Contractor, CITY, and respective members, officials, officers, employees and agents, the Engineer, and the Program Management Firms(s) (when program management services are provided). The City of Jacksonville, its members, officials, officers, employees and agents are to be named as a loss payee.

Pollution Liability \$5,000,000 per Loss
\$5,000,000 Annual Aggregate

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

Pollution Legal Liability

\$5,000,000 per Loss
\$5,000,000 Aggregate

Any entity hired to perform services as a part of this Agreement that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this Agreement.

Umbrella Liability

\$5,000,000 Each Occurrence/ Aggregate.

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

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

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

The insurance herein specified is in addition to any other insurance which may be required by CITY, and shall be kept in effect at all times while work is being performed on or about the property, tracks, or right-of-way of the railroad.

Additional Insurance Provisions

- A. Additional Insured: All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the City of Jacksonville, DEVELOPER and their respective members, officials, officers, directors, employees, representatives and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.
- B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville, DEVELOPER and their respective members, officials, officers, directors, employees, representatives and agents.
- C. Contractors' Insurance Primary. The insurance provided by Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by CITY, DEVELOPER or any of their respective members, officials, officers, directors, employees, representatives and agents.
- D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared

as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

- E. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured. Under no circumstances will CITY of Jacksonville, DEVELOPER and their respective members, officials, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.
- F. Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of Contractors, Subcontractors, employees or agents to CITY, DEVELOPER or others. Any remedy provided to CITY, DEVELOPER or City of Jacksonville, DEVELOPER and their respective members, officials, officers, directors, employees and agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.
- G. Waiver/Estoppel. Neither approval by CITY nor DEVELOPER nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Agreement.
- H. Certificates of Insurance. Contractor shall provide CITY and DEVELOPER Certificates of Insurance that shows the corresponding City Agreement Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202 and to DEVELOPER Jacksonville Medical Center, Inc. (Attention: Director of Construction Services), 655 W. 8th Street, Jacksonville, Florida 32209..
- I. Notice. Contractor shall provide an endorsement issued by the insurer to provide the CITY and DEVELOPER thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, Contractor shall provide a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of Contractor shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, CITY or DEVELOPER may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the CITY and DEVELOPER also be named as an additional insured.
- L. Special Provisions: Prior to executing this Agreement, Contractor shall present this Agreement and this Exhibit G to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Construction Documents, and (2)

That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.

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

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

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

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

CONTRACT AMOUNT	RATING	RATING
\$ 500,000 TO \$1,000,000	A-	CLASS IV
\$1,000,000 TO \$2,500,000	A-	CLASS V
\$2,500,000 TO \$5,000,000	A-	CLASS VI
\$5,000,000 TO \$10,000,000	A-	CLASS VII
\$10,000,000 TO \$25,000,000	A-	CLASS VIII
\$25,000,000 TO \$50,000,000	A-	CLASS IX
\$50,000,000 TO \$75,000,000	A-	CLASS X

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

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

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

EXHIBIT I

JSEB Reporting Form

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

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

INVOICE INFORMATION

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

CONTRACT GOAL TRACKING

JSEB SUPPLIER GOAL \$: _____ JSEB SUPPLIER GOAL %: _____
 PRIOR MONTH CUMULATIVE JSEB SUPPLIER \$: _____
 PRIOR MONTH CUMULATIVE NON- JSEB SUPPLIER \$: _____
 CUMULATIVE JSEB SUPPLIER \$: _____
 CUMULATIVE NON- JSEB SUPPLIER \$: _____

FORMULA FOR CURRENT MONTH %:
CUMULATIVE \$ / CUMULATIVE \$ INVOICED

CUMULATIVE JSEB SUPPLIER % : _____
 CUMULATIVE NON- JSEB SUPPLIER % : _____

JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTORS TO BE PAID FROM THIS INVOICE

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	JSEB TYPE ¹	TYPE OF WORK ²	\$ THIS PAYMENT
TOTAL					

NON-JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTORS TO BE PAID FROM THIS INVOICE

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	Type	TYPE OF WORK ²	\$ THIS PAYMENT
			N/A		
TOTAL					

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

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

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

EXHIBIT J

Indemnification Requirements of Contractor

Contractor shall hold harmless, indemnify, and defend the City of Jacksonville and CITY's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Contractor that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Contractor's performance of the Agreement, operations, services or work performed hereunder; and

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

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

If Contractor exercises its rights under this Agreement, the Contractor will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to this Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of this Agreement.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes. The City is an intended third-party beneficiary of the indemnifications set forth herein, which indemnifications shall survive the expiration or earlier termination of Contractor's agreement with DEVELOPER or its contractors and consultants.

EXHIBIT K

Memorandum from the Planning and Development Department
Director approving the Mobility Fee Credits



ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

Planning and Development Department
Ed Ball Building
214 North Hogan Street, Suite 300
Jacksonville, FL 32202
(904) 255-7800

MEMORANDUM

TO: The Honorable Council President Tommy Hazouri
Office of the City Council

FROM: William B. Killingsworth, Director 
Planning and Development Department

RE: Copper Ridge Mobility Fee Credit (Cecil Field Connector Road)

DATE: November 18, 2020

The Department supports allowing Mobility fee credit to be provided for a transportation benefit to the City other than for the construction of a transportation improvement project by the developer. In this case, the transportation benefit to the City includes the more timely design and construction of a project that was included in the Better Jacksonville Plan but was never constructed, the relief of the City from the effort to administer and manage the design and construction of the almost one mile four-lane divided boulevard (the Improvements), the provision of the design engineering for the entire southern section (0.54 miles) of the Improvements, and the limitation of the Mobility fee credit to the Copper Ridge PUD site.

While the developer is only required to build a two lane road on the south section per the PUD, designing the four lane section from the beginning will save time, cost, and aggravation. Additionally the developer is paying for half of the internal transition adjustments. These two costs equate to \$722,270. The developer's Mobility Fee obligation is \$731,227. In my opinion the \$8,957 difference is justified by the developer's management of the entire design, construction of the project, and mobilization. Additionally the limitation of the use of the credit to the site ensures the credit are only being utilized to mitigate the direct impacts of the Copper Ridge PUD site.