Redevelopment Agreement

among

The City of Jacksonville,

The Downtown Investment Authority,

and

AR Polar Jacksonville, LLC

REDEVELOPMENT AGREEMENT

This **REDEVELOPMENT AGREEMENT** (this "Agreement") is made this ___ day of ______________, 2023 (the "Effective Date"), between the **CITY OF JACKSONVILLE**, a municipal corporation and a political subdivision of the State of Florida (the "City"), the **DOWNTOWN INVESTMENT AUTHORITY**, a community redevelopment agency on behalf of the City (the "DIA") and **AR POLAR JACKSONVILLE, LLC** a Florida limited liability company (the "Developer").

Article 1.
PRELIMINARY STATEMENTS

1.1 The Transaction.

The City owns an approximately 14.38 acre parcel of real property located generally at 1530 E. Adams Street, as further described on **Exhibit A** attached hereto (the "City Parcel"), which includes a City-owned retention pond. Developer is the owner of an adjacent parcel of land consisting of approximately 20.37 upland acres and additional submerged lands as further described on **Exhibit B** attached hereto (the "Developer Parcel"). Developer has submitted a proposal to the DIA to acquire some or all of the Retention Pond Parcel (defined below) from the City, in exchange for conveyance from the Developer to the City of an approximately 1.6-acre (1.2 acres of uplands and 0.4 acres of submerged lands), riverfront portion of the Developer Parcel (the Fire Station Parcel, defined below) upon which the City intends to construct a marine fire station and fire vessel mooring facility. Pursuant to this Agreement, the Developer will convey the Fire Station Parcel to the City within forty-five (45) days of the Effective Date hereof (but no later than March 31, 2023 unless otherwise mutually agreed to be the parties, in exchange for: (i) a five year option to purchase (as consideration for conveying the Fire Station Parcel to the City) a 58,750 square foot portion of the Retention Pond Parcel (the "Initial Option"); and (ii) a five-year option to purchase up to the remaining portion of the Retention Pond Parcel (the "Second Option"). Thereafter, the Developer, or its authorized successor, intends to redevelop the Retention Pond Parcel in conjunction with portions of the Developer Parcel consistent with uses authorized by the DIA Community Redevelopment Area Plans for the Northbank Downtown Community Redevelopment Area. In the event the Developer does not exercise the Initial Option, provides written notice to the City that it intends not to exercise the Initial Option or exercises the Initial Option but then elects not to close on the Initial Option, the Options (as defined below) shall terminate and the City shall pay a purchase price for the Fire Station Parcel to Developer of $3,055,000.00 (the "Fire Station Purchase Price"). By way of a separate agreement to be authorized by City Council, the City will design and construct a dedicated public road and signalized intersection providing access to the Fire Station Parcel, Retention Pond Parcel and Developer Parcel.

1.2 Authority.

The DIA was created by the City Council of the City of Jacksonville pursuant to Ordinance 2012-364-E. Pursuant to Chapter 163, Florida Statutes, and Section 55.104, Ordinance Code, the DIA is the sole development and community redevelopment agency for Downtown, as defined by Section 55.105, Ordinance Code and has also been designated as the public economic development agency as defined in Section 288.075, Florida Statutes, to promote the general business interests in Downtown. The DIA has approved this Agreement pursuant to its Resolution 2022-12-01 ("Resolution") and the City Council has authorized execution of this Agreement pursuant to City Ordinance 2023-__-E (the "Ordinance").

1.3 City/DIA Determination.

(a) The City has determined that the Transaction is consistent with the goals of the City in that the Transaction will, among other things:

(i) increase capital investment in Downtown Jacksonville;

(ii) generate significant new ad valorem taxes, including significant new tax revenues for the public school system;

(iii) help meet the overall community goal of residential and business development and growth in Downtown Jacksonville.

(b) The DIA has determined that the Transaction is consistent with the following North Bank Downtown and Southside Community Redevelopment Area Plan Redevelopment Goals:

(i) Redevelopment Goal No. 5 | Improve the safety, accessibility, and wellness of Downtown Jacksonville and cleanliness and maintenance of public spaces for residents, workers, and visitors.

Strategic Objectives:

- Support a clean and safe Downtown 24-7, including the work of Downtown Vision Inc
- Promote safe and equitable access to all Downtown facilities by improving access to buildings and other properties, amenities, transit, events, and attractions; by eliminating obstacles; and by designing for all ages and abilities beyond code requirements
- Expand the installation of public infrastructure that enhances safety such as countdown timer pedestrian signals, enhanced lighting, security cameras, etc.

(ii) Redevelopment Goal 8 | Simplify and increase the efficiency of the approval process for Downtown development and improve departmental and agency coordination.

Strategic Objective:

- Streamline and improve the transparency of the disposition process for publicly owned land and building space.
- Initiate public/private partnerships where private participation can accelerate
  achievement of Years Table projects or provide more efficient or cost-effective project management.
- Identify motivated and cooperative property owners/developers and develop key pilot initiatives.
- Promote clean-up and redevelopment of brownfields through coordination with the state and the Department of Public Works.

1.4 Coordination by City.

The City hereby designates the Chief Executive Officer ("CEO") of the DIA or his or her designee to be the Transaction Coordinator who will, on behalf of the DIA and City, coordinate with the Developer and administer this Agreement according to the terms and conditions contained herein and in the Exhibit(s) attached hereto and made a part hereof. It shall be the responsibility of the Developer to coordinate all project related activities with the designated Transaction Coordinator, unless otherwise stated herein.

1.5 Maximum Indebtedness.

The maximum indebtedness of the City for all fees, grants, reimbursable items or other costs pursuant to this Agreement shall be THREE MILLION FIFTY-FIVE THOUSAND AND NO/100 DOLLARS ($3,055,000.00), representing the purchase price for the Fire Station Parcel that is payable in the event the Initial Option is not exercised by the Developer or in the event that Developer exercises the Initial Option but elects not to close on the Initial Option within the applicable due diligence period or pursuant to its rights hereunder (e.g., for failure of a closing condition).

1.6 Availability of Funds.

Notwithstanding anything to the contrary herein, the City's and DIA's financial obligations under this Agreement are subject to and contingent upon the availability of lawfully appropriated funds for their respective obligations under this Agreement. For purposes of clarification, the City and DIA acknowledge that the City and DIA will receive substantial benefit and consideration from the conveyance of the Fire Station Parcel, and the foregoing is not intended to limit Developer's remedies in law or in equity

in the event that the City fails to appropriate the Fire Station Purchase Price if and when required by this Agreement and the Fire Station Parcel Purchase and Sale Agreement.

NOW THEREFORE, in consideration of the mutual undertakings and agreements herein of City, DIA, and Developer, and for Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, City, DIA and the Developer agree that the above Preliminary Statements are true and correct, and represent, warrant, covenant and agree as follows:

Article 2.
DEFINITIONS

As used in this Agreement, the following terms shall have the meaning set opposite each:

2.1 Affiliate.

A person or entity, directly or indirectly, controlling, controlled by or under common control with a person or entity.

2.2 City Council.

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

2.3 City Parcel.

"City Parcel" shall have the meaning as set forth in Section 1.1 above.

2.4 Commence Construction.

The terms "Commence" or "Commenced" or "Commencing" Construction as used herein when referencing the Developer Improvements or any portion thereof means the date when Developer (i) has completed all pre-construction engineering and design and has obtained all necessary licenses, permits and governmental approvals, has engaged all contractors and ordered all essential equipment and supplies as, in each case, can reasonably be considered necessary so that physical construction of the improvements (or applicable phase thereof) may begin and proceed to completion without foreseeable interruption, (ii) has demonstrated it has the financial commitments and resources to complete the construction of the Developer Improvements as may be approved by the City in its reasonable discretion, and (iii) has "broken ground" and begun physical, material renovation and construction (e.g., site preparation work or such other evidence of commencement of construction as may be approved by the City in its reasonable discretion) of such improvements.

2.5 Developer Improvements.

Those certain vertical improvements to be constructed by Developer or its successor in interest on the Retention Pond Parcel and/or Developer Parcel, which shall be consistent with the uses authorized by the DIA Community Redevelopment Area Plans for the Northbank Downtown Community Redevelopment Area. The City and DIA acknowledge that the Retention Pond Parcel may be utilized solely for open space, stormwater facilities, parking supporting the Developer Parcel consistent with the Downtown Overlay Zone and DDRB review requirements, or other uses that do not necessitate vertical improvements thereon, and the Developer Improvements may solely include improvements on the Developer Parcel.

2.6 Developer Parcel.

"Developer Parcel" shall have the meaning as set forth in Section 1.1 above.

2.7 Downtown Investment Authority.

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

2.8 Festival Park Improvements.

Those certain roadway improvements to be construct by the City as further detailed on **Exhibit C** attached hereto.

2.9 Fire Station Parcel.

That certain, approximately 1.6-acre (1.2 acres of uplands and 0.4 acres of submerged lands) parcel of real property owned by the Developer to be conveyed to the City as set forth herein, as further described on **Exhibit D** attached hereto.

2.10 Fire Station Parcel Improvements.

The marine fire station and related marine improvements to be constructed by the City on the Fire Station Parcel, as further described on **Exhibit E** attached hereto.

2.11 Fire Station Parcel Purchase and Sale Agreement.

That certain Fire Station Parcel Purchase and Sale Agreement for the purchase by the City of the Fire Station Parcel in substantially the form attached hereto as **Exhibit F**.

2.12 Initial Option.

An option granted pursuant to this Agreement from the City to the Developer for a term of five (5) years from the Effective Date hereof for the purchase from the City by Developer of a minimum of 58,750 square feet of the Retention Pond Parcel, filled, as further detailed in Article 6 below.

2.13 Initial Option Parcel.

An approximately 58,750 square foot portion of the Retention Pond Parcel (or such larger portion as requested by the Developer) owned by the City, which may be acquired pursuant to the Initial Option.

2.14 Options.

The Initial Option and the Second Option.

2.15 Performance Schedule.

The Performance Schedule, as defined in Article 4 hereof.

2.16 Retention Pond Parcel.

That certain, approximately 4.75-acre acre parcel of real property owned by the City, as further described on **Exhibit G** attached hereto.

2.17 Second Option.

An option granted pursuant to this Agreement from the City to the Developer for a term of five (5) years from the Effective Date hereof for the purchase from the City by Developer of up to the remaining portion of the Retention Pond Parcel at a purchase price as set forth in Article 6 below.

2.18 Second Option Parcel.

Up to the entirety of the Retention Pond Parcel, less the Initial Option Parcel actually acquired by Developer.

2.19 Substantial Completion.

"Substantially Completed", "Substantial Completion" or "Completion" means that all permits have been finalized, a certificate of substantial completion has been issued by the contractor and verified by the architect of record, and the applicable improvements are available for use in accordance with their intended purpose; subject to

commercially reasonable punch list items, completion of tenant improvements and similar items.

Other capitalized terms not defined in this Article shall have the meanings assigned to them elsewhere in this Agreement.

Article 3.
APPROVAL OF AGREEMENT

3.1 Approval of Agreement.

By the execution hereof, the parties certify as follows:

(a) Developer warrants, represents, and covenants with City and DIA that:

(i) the execution and delivery hereof has been approved by all parties whose approval is required under the terms of the governing documents creating the Developer entity;

(ii) this Agreement does not violate any of the terms or conditions of such governing documents and the Agreement is binding upon the Developer and enforceable against it in accordance with its terms;

(iii) the person or persons executing this Agreement on behalf of the Developer are duly authorized and fully empowered to execute the same for and on behalf of the Developer; and

(iv) the Developer and each entity composing the Developer is, to the extent required by applicable law, duly authorized to transact business in the State of Florida; and

(v) the Developer, its business operations, and each person or entity composing the Developer are in material compliance with all federal, state and local laws, to the extent applicable to the Transaction and which could have a material adverse effect on the Transaction and the Developer's ability to complete the Transaction in accordance with this Agreement.

(b) The DIA certifies to Developer that the execution and delivery hereof has been approved at a duly convened meeting of the DIA and the same is binding upon the DIA and enforceable against it in accordance with its terms.

(c) The City certifies to Developer that the execution and delivery hereof is binding upon the City to the extent provided herein and enforceable against the City in accordance with the terms hereof.

Article 4.
PERFORMANCE SCHEDULE

4.1 <u>Performance Schedule.</u>

The City, the DIA and the Developer have jointly established the following dates for the Developer's obligations under this Agreement (collectively, the "<u>Performance Schedule</u>"):

(a) Developer and City shall enter into the Fire Station Parcel Purchase and Sale Agreement and close on the conveyance of the Fire Station Parcel to the City within forty-five (45) days of the Effective Date hereof, but not later than March 31, 2023, unless mutually agreed to by the parties.

(b) The City shall design, permit and complete the Festival Park Improvements by June 30, 2025, inclusive of a City standard right of way and together with dedication of such roadway as a public right of way.

(c) The Initial Option and Second Option shall expire on the earlier of: (i) the date on which the Developer provides written notice to the City that it is not exercising the Initial Option; or (ii) ____________, 2028 [*Drafting Note – 5 years from the Effective Date*].

(d) Developer shall commence the Developer Improvements within ten (10) years of the date of closing pursuant to the Initial Option (the "Developer Improvements Commencement of Construction Date").

Article 5.
CONVEYANCE OF FIRE STATION PARCEL FROM DEVELOPER TO CITY

5.1 Conveyance of Fire Station Parcel from Developer to City.

Developer and City shall enter into the Fire Station Parcel Purchase and Sale Agreement contemporaneous with the execution of this Agreement. The conveyance of the Fire Station Parcel shall be pursuant to and governed by the terms and conditions of the Fire Station Parcel Purchase and Sale Agreement. The Fire Station Parcel Improvements as shown on **Exhibit E** attached hereto have been approved by the Developer as to general location and design. The final plans for the location and design of the fire station and related marine improvements are subject to the Developer's written approval as set forth in Section 5.2 below.

5.2 Design of Fire Station Parcel Improvements.

The design and architecture of the marine fire station will be substantially as set forth on **Exhibit E** attached hereto, and will not exceed two stories in height. The dock and boathouse will be located generally as shown on **Exhibit E**. The final plans for the location and design of the fire station and related marine improvements, as well as all landscape screening between the fire station and the remaining portion of the Developer Parcel are subject to the Developer's written approval, not to be unreasonably withheld, conditioned or delayed, and Developer acknowledges the City's intended use of the Fire Station Parcel as a marined based fire services station and related marine improvements.

Article 6.
PURCHASE OPTIONS FOR PURCHASE BY DEVELOPER OF RETENTION POND PARCEL

6.1 Purchase Options; Purchase Price; Term of Option.

City hereby grants to Developer the Initial Option and the Second Option to: (i) purchase the entirety of the Initial Option Parcel at no cost as consideration for the conveyance of the Fire Station Parcel to City (and which may include additional portions of the Retention Pond Parcel at the purchase price set forth in this Section 6.1); and (ii) up to the entirety of Second Option Parcel at a purchase price of $52.00 per square foot if filled, or $38.00 square foot if unfilled (collectively, the "Options"). The Options shall have a term of five years commencing from date of closing on the conveyance of the Fire Station Parcel to the City. For purposes of clarification, Developer may exercise the Second Option after, but not necessarily simultaneously with, the Initial Option, so long as Developer exercises the Second Option prior to the expiration of the Term.

6.2 Term of Option; Exercise of Option; Termination.

The term of the Options (the "Term") shall be for a five (5) year term commencing from date of closing on the conveyance of the Fire Station Parcel to the City through _______________, 2028. Subject to the conditions to exercise the Options below, Developer may exercise the Options at any time during the Term by notifying the City in

writing of its election to exercise the Initial Option, including the applicable portion of the Retention Pond Parcel that it desires to acquire (and if the Initial Option has been exercised, the Second Option, including the applicable portion of the Second Option Parcel that is desires to acquire, provided that closing on the Second Option shall be contingent upon closing on the Initial Option, provided that such closings may be simultaneous). As to the Initial Option (if the Developer is acquiring more than the Initial Option Parcel) and the Second Option, Developer shall also notify the City in its election notice as to whether it is requesting the City to fill the applicable portion of the retention pond as a condition to closing. Developer has no obligation to exercise the Options, and the Options shall automatically expire upon the expiration of the Term, or upon written notice from the Developer that it elects not exercise the Options. In the event the Developer does not exercise the Initial Option, provides written notice to the City that it intends not to exercise the Initial Option or exercises the Initial Option but then elects within the due diligence period or pursuant to its rights hereunder (e.g., for failure of a closing condition) not to close on the Initial Option, the Options shall terminate and the City shall pay the Fire Station Purchase Price to the Developer within one hundred twenty (120) days of such applicable event in accordance with the terms of this Agreement.

6.3 <u>Conditions to Exercise of Options by Developer.</u>

In order for the Developer to exercise the Initial Option and Second Option, the following preconditions shall have been satisfied, unless otherwise waived by the City:

(a) All ad valorem taxes due on the Developer Parcel shall be current;

(b) The conveyance of the Fire Station Parcel to the City has occurred;

(c) If requested by the City, Developer has approved the design plans for the Fire Station Improvements, which shall be at least at the 60% design stage; and

(d) Developer shall have performed and complied with all of its obligations and requirements pursuant to the terms of this Agreement in all material respects which are to be performed or complied with prior to or as of exercising the Initial Option and Second Option.

6.4 <u>Terms and Conditions.</u>

In the event the Developer exercises the Initial Option (and Second Option, if exercised) in accordance with terms hereof, City agrees to sell the applicable portion of the Retention Pond Parcel to the Developer consistent with terms of Article 7 hereof, subject to the conditions of this Article 6, which shall control in the event of any conflict.

Article 7.
PURCHASE AND SALE OF RETENTION POND PARCEL BY DEVELOPER

7.1 Property Conveyed.

Subject to the terms and conditions of this Agreement and subject to Developer exercising the Initial Option and Second Option, as and if applicable, the City hereby agrees to sell and convey to Developer, and Developer hereby agrees to purchase from the City, portions of the Retention Pond Parcel, filled, in consideration for the Fire Station Parcel previously conveyed by Developer to the City (as to that portion of the Retention Pond Parcel purchased pursuant to the Initial Option), pursuant to the Fire Station Parcel Purchase and Sale Agreement. The purchase price for that portion of the Retention Pond Parcel purchased pursuant to the Second Option shall be $52.00 per square foot (if Developer elects to have the City fill that portion of the Retention Pond Parcel conveyed), or $38.00 per square foot if the portion of the Retention Pond Parcel conveyed is not filled. Upon Developer exercising each of the Options, as applicable, Developer and the City shall coordinate as to the exact portion of the Retention Pond Parcel that will be conveyed pursuant to the applicable Option and with respect to the City's filling (if applicable) of the same. For purposes hereof, the applicable portions of the Retention Pond Parcel shall include all buildings, structures and improvements located on the land, all appurtenances pertaining thereto, and all rights, title and interest of City and DIA (as a landowner and not a governmental entity) in and to any easements, licenses, riparian rights, adjacent streets, roads, alleys or rights of way, appurtenant to, or used in connection with the beneficial use and enjoyment of, the land, any strips or gores of land adjoining the land, and any water, sewer and utility pipes of and facilities in or appurtenant to the land or improvements, together with the City's right, title and interest in all subsurface rights, permits and development rights, specifically excluding any real property subject to an existing air rights easement. The portion of the Retention Pond Parcel acquired by Developer pursuant to the Initial Option shall be filled by the City prior to Closing, while Developer may elect whether or not for the City to fill any additional portion of the Retention Pond Parcel acquired pursuant to this Agreement, as applicable.

7.2 Initial Inspection Period.

City, DIA and Developer shall have thirty (30) days from the Effective Date hereof to perform their initial due diligence related to the conveyance of the Retention Pond Parcel and Fire Station Parcel (the "Initial Inspection Period"), which may include examining title, survey, and the right to conduct such investigations, tests, interviews and other analyses as Developer and City/DIA, as applicable, determines is necessary, including, without limitation, entry into or upon every portion of the Retention Pond Parcel by Developer and the Fire Station Parcel by the City/DIA. All such inspections shall include the restoration and indemnification requirements related thereto as set forth below in this Article 7. In the event the Developer elects not to proceed with the purchase

of the Retention Pond Parcel, or the City/DIA elect not to proceed with the purchase of the Fire Station Parcel, each during the Initial Inspection Period, such party shall provide written notice thereof to the other parties and this Agreement shall terminate without liability to either party except as otherwise set forth in this Article 7. The City/DIA's and/or Developer's termination notice must be delivered to the other parties prior to the expiration of the Initial Inspection Period. If this Agreement is terminated pursuant to this Article 7, the parties shall have no further rights or obligations under this Agreement except as otherwise specified herein. Developer shall, within ten (10) days of such termination, deliver to City and DIA, without representation or warranty of any kind, copies of all documents received by Developer, including without limitation all feasibility studies, engineering reports, surveys and all other information obtained or generated by Developer in connection with the Retention Pond Parcel, and the City/DIA shall provide copies of all such documents received by the City or DIA relating to the Fire Station Parcel.

Within three (3) business days after the Effective Date hereof, the City and DIA shall deliver to Developer, to the extent in the City's or DIA's possession or control; provided, that City and DIA shall not be deemed to have given any representation or warranty whatsoever regarding the accuracy or completeness of such materials:

(i) Copy of any existing environmental site assessment(s) of the Retention Pond Parcel, including but not limited to, a Phase I Environmental Site Assessment, Phase II Environmental Site Assessment, and/or soil and groundwater testing and analyses reports.

(ii) Copy of any existing survey or report related to the presence or absence of threatened or endangered species located on the Retention Pond Parcel, including but not limited to bald eagles nests and gopher tortoises. If a permit exists for development within proximity to an eagle's nests or over gopher tortoise areas and the terms of the permit(s) are acceptable to Developer, in Developer's sole discretion, then the City and/or DIA shall take all action necessary to transfer the permit(s) to Developer at Closing.

(iii)Copy of any existing survey or report related to the presence or absence of wetlands located on the Retention Pond Parcel.

(iv)Copy of any existing survey or report related to the presence of mold, asbestos, lead-based paint or radon associated with any structures located on the Retention Pond Parcel.

(v) Copy of any survey or report related to geotechnical testing or subsurface investigation.

7.3 Conditions to Closing.

(a) Title Commitment and Survey. Within sixty (60) days after the date of exercise of the Initial Option or Second Option, as applicable, Developer may at its own expense obtain a survey of the applicable portion of the Retention Pond Parcel (the "Survey") and a commitment for title insurance (the "Title Commitment") for an Owner's Policy of Title Insurance for the applicable portion of the Retention Pond Parcel, and provide copies of each to the City. The Developer shall have fifteen (15) days thereafter (the "Approval Period") within which to review the Title Commitment and Survey and to object to any exception to title shown on the Title Commitment or any matter shown on the Survey. If Developer fails to object to any such title exception or Survey matter by written notice to City within the Approval Period, Developer shall be deemed to have approved the Title Commitment and the Survey. If Developer objects to any such exception or Survey matter by written notice to City during the Approval Period, City shall have the right to cure or attempt to cure Developer's objection to such exception or Survey matter within fifteen (15) days after Developer's notice of objection, or, if sooner, by the Closing Date, as hereinafter defined; provided however that the City shall not have any obligation to cure any such objected to exception or objection to title or Survey or to bring suit to cure any or all title or Survey exceptions or defects; further provided that the City will use reasonable efforts to do so without incurring any out of pocket costs except that City agrees to cure (i) any monetary liens or judgments arising during the City's ownership of the Retention Pond Parcel and (ii) standard printed exceptions to title in the Title Commitment regarding (a) unrecorded matters (except general real estate taxes not yet due and payable); (b) parties in possession; and (c) mechanic's liens. In the event City is unable to or elects not to cure any one or more of Developer's objections, City shall notify Developer in writing of such election (the "Election Notice'), and Developer may at its option terminate the Options by notifying City in writing no later than ninety (90) days from the date of exercise of the applicable Option, in which event the parties shall have no further liability to one another hereunder, except for City's obligation to pay the purchase price for the Fire Station Parcel as set forth in the Fire Station Parcel Purchase and Sale Agreement. If Developer fails to terminate the Options as set forth in this section, Developer shall be deemed to have waived such objection and the sale of the applicable portion of the Retention Pond Parcel shall proceed to Closing, subject to the terms of this Agreement. The term "Permitted Exceptions", as used herein, shall mean the title exceptions listed in Schedule B, Section 2 (and Section 1 if Section 1 requires the cure or release of items typically inserted on Section 2) of the Title Commitment that Developer approves or is deemed to approve pursuant to this Section 7.3.

(b) Condition of Retention Pond Parcel. The Retention Pond Parcel shall be conveyed to Developer in its "as-is", "where is" condition, with all faults. It shall be the sole responsibility of the Developer, at Developer's expense, to investigate and determine the soil conditions of the Retention Pond Parcel and their suitability for the improvements to be constructed by the Developer. If the condition of the Retention Pond

Parcel is not, in the opinion of the Developer, suitable for such improvements, then it is the sole responsibility of Developer to take all actions and do all things required to render such Retention Pond Parcel suitable, or to terminate the conveyance in writing prior to Developer's Acceptance Date. During the Due Diligence Period (as defined below), Developer, its employees, agents and contractors, shall have access to the Retention Pond Parcel to conduct any inspections or tests Developer deems necessary or desirable, during regular business hours and upon twenty-four (24) hours prior written notice to the City. Developer may undertake a complete physical inspection of the Retention Pond Parcel as Developer deems appropriate, including but not limited to soil tests and environmental audits; provided, however, that any such inspection does not cause any permanent damage to the Retention Pond Parcel. In addition, Developer shall have the right to review, and DIA shall make available to Developer all reports, studies, projections, or other materials relating to the ownership, use, operation, management, maintenance or physical and environmental condition of the Retention Pond Parcel to the extent in DIA's or City's possession or control. Developer's right to inspect the Retention Pond Parcel shall include the right to conduct such investigations, tests, surveys, interviews and other analyses as Developer determines is necessary, including, without limitation, a Phase II environmental assessment and entry into or upon every portion of the Retention Pond Parcel. All such inspections, investigations and examinations shall be undertaken at Developer's sole cost and expense. Developer will coordinate all on-site inspections with the DIA so that the DIA shall have the option of having one of DIA's representatives present at any and all such on-site inspections. After completing any such inspections, Developer shall restore and repair any damage caused by Developer's inspections to substantially the same condition that existed immediately prior to such inspection, and Developer hereby agrees to indemnify and hold DIA and City harmless from any and all claims made or causes of action brought against DIA, City or the Retention Pond Parcel resulting from the activities of Developer or any of Developer's agents or servants in conducting any of such inspections on the Retention Pond Parcel. Notwithstanding the foregoing, Developer's indemnity shall not cover any loss, claim or damage to the Retention Pond Parcel or to any person directly related (i) to any conditions or environmental issues which existed prior to Developer's inspection or to the existence of any hazardous materials or substances which is discovered during Developer's inspection or (ii) resulting from City's or DIA's negligent acts or omissions. The terms of this Section shall survive the Closing or the termination of this Agreement, as applicable. Furthermore, Developer agrees to maintain and cause all of its contractors and other representatives conducting any inspections to maintain and have in effect workers' compensation insurance (to the extent the applicable entity has employees), with statutory limits of coverage, and comprehensive general liability insurance with (i) appropriate coverages, (ii) waiver of subrogation, and (iii) limits of not less than Two Million Dollars ($2,000,000), combined single limit, for personal injury, including bodily injury and death, and property damage. Such insurance shall name City and DIA and affiliates identified by City and DIA as additional insured parties and shall be in form reasonably acceptable to City and DIA, and shall not be modified or terminated without thirty (30) days' prior written notice to City and DIA. Developer shall deliver to City and DIA,

prior to entry upon the Retention Pond Parcel, evidence reasonably satisfactory to City and DIA that the insurance required hereunder is in full force and effect.

(c) Termination. In addition to the specific termination rights contained herein, Developer may terminate the Options at any time prior to ninety (90) days from the date of the exercise of the Initial Option, or Second Option, as applicable (as applicable, the "Due Diligence Period"), at which time Developer shall accept or reject the physical and environmental condition of the applicable portion of the Retention Pond Parcel. Upon accepting the condition of the applicable portion of the Retention Pond Parcel, Developer shall give written notice to DIA. The date of such notice shall be the "Acceptance Date". Upon the Acceptance Date, the City/DIA shall commence filling applicable portions of the Retention Pond Parcel (and the Second Option Parcel, if requested by Developer), and shall use diligent efforts to complete the same as expeditiously as possible (the "Fill Obligation"). The City/DIA shall coordinate with Developer in connection with the filling of the applicable portions of the Retention Pond Parcel. Furthermore, the City and DIA shall be solely responsible for any stormwater credits that may be required in connection with the Fill Obligation. In the event the Developer fails to close on the purchase of any portion of the Retention Pond Parcel after the applicable Acceptance Date, the parties acknowledge the Developer remains entitled to the Fire Station Purchase Price, subject to damages the City may have as a result of the City having commenced work on the Fill Obligation if the failure was due to a default of Developer.

(d) Hazardous Materials. "Hazardous Materials" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to hazardous or toxic under the common law. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Retention Pond Parcel, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Retention Pond Parcel or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Retention Pond Parcel or adjacent property; or (C) which, if it emanated or migrated from the Retention Pond Parcel, could constitute a trespass.

(e) Environmental Risks. The City, the DIA, and the Developer acknowledge that there are, or may be, certain environmental obligations and risks with

respect to the Retention Pond Parcel. From and after Closing, the Developer shall comply with all requirements of the Environmental Laws in connection with the Retention Pond Parcel. The City and DIA make no representation or warranty as to whether the Developer's intended use of the Retention Pond Parcel as set forth herein violate or comply with any of the Environmental Laws. From and after Closing, all financial and other obligations applicable to the real property owner under the Environmental Laws, as between the City and DIA on one hand, and the Developer on the other hand, shall be the obligation of the Developer, provided, however, that to the extent the City is required by a regulatory agency having jurisdiction over the Retention Pond Parcel to perform environmental remediation activities in connection with Hazardous Materials on or within the Retention Pond Parcel as of the date of conveyance hereunder, the City shall do so at its own cost and expense.

(f) Indemnity. Developer hereby expressly acknowledges that from and after the Closing, Developer shall be responsible for the proper maintenance and handling of any and all Hazardous Materials, if any, located in or on the Retention Pond Parcel in accordance with all Environmental Requirements, including but not limited to the BSRA, Consent Order, and the regulations at 40 C.F.R. Section 61 as authorized under the Clean Air Act and all regulations promulgated or to be promulgated under all other applicable local, state or federal laws, rules or regulations, as same may be amended from time to time. Furthermore, from and after Closing, Developer shall indemnify and hold DIA, the City, and their respective members, officials, officers, employees and agents harmless from and against any and all claims, costs, damages or other liability, incurred by DIA, the City, its members, officials, officers, employees and agents as a result of Developer's failure to comply with the requirements of this Section in connection with Developer's proper maintenance and handling of any and all Hazardous Materials, if any, located in or on the Retention Pond Parcel. This Indemnification shall survive the Closing and the expiration or earlier termination of this Agreement.

(g) Release. Developer, on behalf of itself and its heirs, successors and assigns hereby waives, releases, acquits and forever discharges City and DIA, and their respective members, officials, officers, directors, employees, agents, attorneys, representatives, and any other persons acting on behalf of City or DIA and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Developer or any of its heirs, successors or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present, or future physical characteristic or condition of the Retention Pond Parcel including, without limitation, any Hazardous Materials in, at, on, under or related to the Retention Pond Parcel, or any violation or potential violation of any Environmental Requirement applicable thereto. Notwithstanding anything to the contrary set forth herein, this release shall survive the Closing, and the termination or expiration of this Agreement.

7.4 Closing.

(a) Closing. Each applicable closing (the "Closing") shall be held at the offices of DIA's counsel via mail-away closing commencing at 9:00 a.m. and concluding no later than 3:00 p.m. on or before that date that is thirty (30) days after City/DIA completing the Fill Obligations (the "Closing Date"), and in no event less than fifteen (15) days after the Acceptance Date or later than nine (9) months from the Acceptance Date (the "Outside Closing Date"), unless the parties mutually agree upon another time or date. Notwithstanding anything to the contrary herein, it shall be a condition precedent to Developer's obligation to close that the City/DIA completes the Fill Obligation as to the applicable portions of the Purchased Parcel (as defined below), in a manner satisfactory to Developer in its reasonable discretion, at or prior to the Outside Closing Date. In the event that the City fails to satisfy the Fill Obligation at or prior to the Outside Closing Date, Developer may elect, in its sole discretion, to (i) terminate this Agreement, whereupon this Agreement shall terminate and the parties shall be released from all obligations hereunder, except for those that survive any such termination, and the City shall deliver the purchase price for the Fire Station Parcel (as set forth in the Fire Station Purchase and Sale Agreement) to Developer, (ii) extend the applicable Outside Closing Date for such time as is required in order to satisfy the Fill Obligation, or (iii) waive the unsatisfied condition and proceed to Closing. The failure of Developer to give the City and DIA written notice of its election to either terminate this Agreement or waive any unsatisfied condition and proceed to the applicable Closing prior to the Outside Closing Date shall be deemed to constitute an election by the Developer to extend the Outside Closing Date. Notwithstanding anything in the foregoing to the contrary, nothing contained herein shall limit Developer's remedies under this Agreement.

(b) Possession. Exclusive possession of the applicable portion of the Retention Pond Parcel (for purposes of this Section, the "Purchased Parcel") shall be delivered to Developer at the applicable Closing, subject only to the Permitted Exceptions, and it shall further be a condition to Developer's obligation to Close that, except with respect to the Fill Obligation, the physical and environmental condition shall not have materially changed after the Developer's Acceptance Date. All contracts, licenses and leases relating to the applicable portion of the Retention Pond Parcel, unless otherwise agreed by Developer to be assumed by Developer in writing at Closing shall be terminated on or before the applicable Closing Date.

(c) Prorations. At Closing, pro-rations of expenses and the apportionment of taxes shall be as follows:

(i) All utilities and all other operating expenses with respect to the Purchased Parcel, if any, for the month in which the Closing occurs, and all taxes, if any, and other assessments with respect to the Retention Pond Parcel for the year in which the Closing occurs, shall be prorated as of the date of Closing. Developer shall be

responsible for all property taxes and other assessments related to the Purchased Parcel on and after the Closing Date without adjustment for any changes in assessed values or taxes after the Closing Date.

(ii) The agreements of City, DIA and Developer set forth in this Section 7.4(c) shall survive the Closing.

(d) Closing Costs. Except as otherwise expressly provided herein, DIA shall pay, on the Closing Date, DIA's attorney's fees and curing applicable title matters, if undertaken by the City or DIA pursuant to the terms hereof. Developer shall pay, on the Closing Date, the premium for an owner's title policy, all recording costs, any documentary stamps on the deed, intangible tax on any mortgage, documentary stamps on any note, any and all other costs related to any loan obtained by Developer in connection with the Retention Pond Parcel or improvements thereon, the cost of any inspections, the cost of surveys, Developer's attorney's fees, and all other closing costs except for the above-described closing costs to be paid by the DIA.

(e) City/DIA's Obligations at the Closing. Subject to conveyance of the Fire Station Parcel to the City, at the Closing, DIA shall deliver to Developer each of the following documents:

(i) Deed. Quit Claim Deed (the "Deed") with right of repurchase and restrictive covenant, executed by City quit-claiming the Purchased Parcel to Developer in the form attached hereto as **Exhibit H**.

(ii) Evidence of Authority. Copy of such documents and resolutions as may be acceptable to the Title Company, so as to evidence the authority of the person signing the Deed and other documents to be executed by City at the Closing and the power and authority of City to quit-claim the Purchased Parcel to Developer in accordance with this Agreement.

(iii) Foreign Person. An affidavit of City certifying that City is not a "foreign person", as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended.

(iv) Title Affidavits and Documents. An Owner's title affidavit to allow the Title Company in its reasonable discretion to delete the mechanics' lien and parties in possession "standard exceptions" in a title insurance policy; a gap affidavit sufficient to allow the title company to insure the gap; and such other documents or instruments as may be required by other provisions of this Agreement or reasonably required by

the Title Company to effectuate the Closing, all in form and substance as reasonably accepted by the City and DIA.

(v) Closing Statement. A closing statement setting forth the allocation of closing costs.

(vi) Other Documentation. Such other documents as may be reasonable and necessary in the opinion of the Developer or its counsel and DIA or its counsel to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

(f) Developer's Obligations at the Closing. At the Closing, Developer shall deliver to DIA the following:

(i) Purchase Price. The Purchase Price (if applicable) by wire transfer of immediately available U.S. funds.

(ii) Evidence of Authority. Such corporate resolutions, consents and authorizations as DIA may reasonably deem necessary to evidence authorization of Developer for the purchase of the Purchased Parcel, the execution and delivery of any documents required in connection with Closing and the taking of all action to be taken by the Developer in connection with Closing.

(iii) Other Documentation. Such other documents as may be reasonable and necessary in the opinion of the DIA or its counsel to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

Article 8.
RESERVED

8.1 Reserved.

Article 9.
GRANT OF TEMPORARY CONSTRUCTION EASEMENT FROM DEVELOPER TO CITY

9.1 Grant of Temporary Construction Easement from Developer to City.

At Closing of conveyance of the Fire Station Parcel, Developer shall convey to the City a temporary construction easement over a portion of the Developer Parcel as

necessary for the construction of the Fire Station Parcel Improvements and the Festival Park Improvements, in form and substance as set forth on **Exhibit I** attached hereto.

Article 10.
DEFAULTS AND REMEDIES

10.1 General.

An "Event of Default" under this Agreement shall consist of the breach of any covenant, agreement, representation, provision, or warranty (that has not been cured prior to the expiration of any applicable grace period or notice and cure period contained in this Agreement or such other documents, as applicable) contained in: (i) this Agreement; (ii) the documents executed in connection with the Agreement; (iii) any document provided by either of the Developer to the City or DIA relating to the Transaction; or (iv) any default beyond the applicable cure periods under any and all financing agreements between or among either of the Developer relating to any portion of the Transaction (collectively, the "Transaction Documents"), and the failure to cure any such breach within the cure periods set forth below.

If any such Event of Default occurs under this Agreement, the City may at any time or from time to time proceed to protect and enforce all rights available to the City and DIA under this Agreement with respect to the transactions contemplated hereby by suit in equity, action at law or by any other appropriate proceeding whether for specific performance of any covenant or agreement contained in this Agreement, or damages, or other relief, or proceed to take any action authorized or permitted under applicable laws or regulations provided, however, that the City's and DIA's sole remedies with respect to matters set forth in the Fire Station Purchase and Sale Agreement shall be as set forth therein. Furthermore, in no event shall the Developer be liable to the City for any punitive, speculative, or consequential damages of any kind. No occurrence shall constitute an Event of Default until the City has given the Developer written notice of the default and thirty (30) calendar days within which to cure the default. If any default cannot reasonably be cured within the initial thirty (30) calendar days, no Event of Default shall be deemed to occur so long as the defaulting party has commenced and is diligently implementing a cure within such thirty (30) day period and diligently pursues such cure to a conclusion, with the exception of default in connection with the Performance Schedule, which must be cured within thirty (30) calendar days from the date of written notice. Notwithstanding the foregoing, the Developer shall immediately and automatically be in default with respect to this Agreement, and the City shall not be required to give the Developer any notice or opportunity to cure such default (and thus the City/DIA shall immediately be entitled to act upon such default), upon the occurrence of any of the following:

Should the Developer make any assignment for the benefit of creditors; or should a receiver, liquidator, or trustee of the Developer of any of the Developer's property be appointed; or should any petition for the adjudication of bankruptcy, reorganization,

composition, arrangement or similar relief as to the Developer, pursuant to the Federal Bankruptcy Act or any other law relating to insolvency or relief for debtors, be filed by Developer; or should the Developer be adjudicated as bankrupt or insolvent; or should the Developer be liquidated or dissolved; or should an involuntary petition seeking to adjudicate the Developer as a bankrupt or to reorganize the Developer be filed against the Developer and remain undismissed for a period of ninety (90) days after the filing date thereof.

10.2 Breach by City.

No occurrence shall constitute an Event of Default until the Developer has given the City written notice of the default and thirty (30) calendar days within which to cure the default. If any default cannot reasonably be cured within the initial thirty (30) calendar days, no Event of Default shall be deemed to occur so long as the defaulting party has commenced and is diligently implementing a cure within such thirty (30) day period and diligently pursues such cure to a conclusion. If the City commits an Event of Default under this Agreement, Developer shall have, in addition to the remedies expressly provided herein, all remedies allowed by law or equity, including, without limitation, specific performance; provided, however, that in no event shall the City be liable to Developer for any punitive, speculative, or consequential damages of any kind. Furthermore, in the event that the City fails to appropriate the Fire Station Purchase Price in accordance with Section 6.2 above, Developer may, in lieu of pursuing its remedies set forth above and without waiving its remedies as to any subsequent Event of Default, elect to either (i) retract its notice that it does not intend to exercise or close on, as applicable, the Initial Option, or (ii) if the Term has expired, exercise the Initial Option.

10.3 Specific Defaults.

Additionally, for any of the specific Events of Default described in this Section 10.3 below, the parties agree that the City's and DIA's sole and exclusive remedy shall be the following:

In the event that the Developer fails to Commence construction of the Developer Improvements in accordance with the terms of this Agreement and the Performance Schedule and such failure continues for more than thirty (30) days after the Developer's reeipt of written notice of its failure to do so, the City may exercise the right of Repurchase (as defined in the Deed) for the portions of the Retention Pond Parcel conveyed. Developer shall cooperate and execute all documents reasonably necessary to demonstrate that its interest in the Retention Pond Parcel has ceased and that the Retention Pond Parcel has been conveyed to the City. The instruments of conveyance shall be substantially the same as those executed and delivered upon conveyance of the Retention Pond Parcel to the Developer, except that the conveyance shall be made by special warranty deed. If the Developer has encumbered all or any portion of the Retention Pond Parcel with a mortgage, security agreement or the Retention Pond Parcel

has other liens placed on it, the Develoer shall secure a full release of the same and the cost of paying or discharging the same in full shall be at the Developer's sole expense. Developer shall incur all costs incurred in reconveying the Retention Pond Parcel to the City, except for City's attorneys' fees. Ad valorem taxes will be prorated between the Developer and the City as of the date of reconveyance of title to the Retention Pond Parcel.

If any streets, roads or alleys within or without the Retention Pond Parcel have been vacated by the City prior to any conveyance or reconveyance to the City hereunder, then the Developer shall include in such repurchase, or if necessary in such conveyance or reconveyance all right, title and interest which the Developer acquired pursuant to such vacation.

The repurchase right shall terminate once the Developer has Commenced construction of the Developer Improvements in accordance with this Agreement. Although the termination of the Repurchase shall be self-operative, City and DIA agree to execute a recordable termination of said Repurchase to memorialize the same.

Article 11.
ASSIGNMENT PROVISIONS

11.1 Assignment; Limitation on Conveyance.

Developer agrees that until the conveyance of the Fire Station Parcel and final Developer approval of the design plans for the Fire Station Improvements (provided the City has requested approval thereof within six months of the date of Closing on the Fire Station Parcel), it shall not, without the prior written consent of the DIA in its sole discretion, assign, transfer or convey (i) the Developer Parcel or any portion thereof, (ii) this Agreement or any provision hereof, or (iii) a controlling interest in the Developer. Notwithstanding the foregoing, Developer may assign, transfer or convey items (i)-(ii) above to an entity that purchases the Developer Parcel and such portions of the Retention Pond Parcel that have been then conveyed to the Developer pursuant to this Agreement; provided, however, that no such assignment, transfer or conveyance shall release Developer from any liability or obligation hereunder, unless and until any assignee of such assignment enters into an assignment and assumption agreement in form and content as acceptable to the DIA in its reasonable discretion. In addition, Developer may collaterally assign its rights and obligations pursuant to this Agreement to any lender providing financing for the Developer Improvements and any foreclosure or similar action and subsequent assignment by such lender or its assignees shall constitute a permitted assignment pursuant to this Agreement. In connection with any such collateral assignment and transfers by the lender contemplated herein, DIA and City agree to execute a consent reasonably acceptable to such lender, and such lender or assignee shall enter into an assignment and assumption agreement in form and content as reasonably acceptable to City and DIA.

If any Event of Default under the terms of the Agreement shall occur, then and in any such event, the City shall, give written notice of such default(s) ("Notice of Default") to Lender at its address as noticed to City pursuant to Section 12.3 hereof, specifying the event of default and the methods of cure, or declaring that an event of default is incurable. During the period of 120 days commencing upon the date the Notice of Default was given to Lender, Lender may cure any event of default.

Article 12.
GENERAL PROVISIONS

12.1 Non-liability of DIA and City Officials.

No member, official, officer, employee or agent of the DIA or the City shall be personally liable to the Developer or to any person or entity with whom the Developer shall have entered into any contract, or to any other person or entity, in the event of any default or breach by the DIA or the City, or for any amount which may become due to the Developer or any other person or entity under the terms of this Agreement.

12.2 Force Majeure.

No party to this Agreement shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities service, lack of transportation, severe weather and other acts or failures beyond the control or without the control of any party (each, a "Force Majeure Event"); provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay and shall be proximately caused by such Force Majeure Event, and in no event shall any of the foregoing excuse any financial liability of a party.

In the event of any delay or nonperformance resulting from such causes, the party affected shall notify the other in writing within ten (10) calendar days of the Force Majeure Event. Such written notice shall describe the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected, and shall describe the actions reasonably taken to minimize the impact thereof.

12.3 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 an air courier service utilizing return receipts to the parties at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent), and such

notices shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail, if sent by registered or certified mail, or the date actually received if sent by personal delivery or air courier service, except that notice of a change in address shall be effective only upon receipt.

The DIA and City:

Downtown Investment Authority
117 W. Duval Street, Suite 300
Jacksonville, Florida 32202
Attn: Chief Executive Officer

With a copy to:

City of Jacksonville
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Corporation Secretary

The Developer

AR Polar Jacksonville, LLC
315 S. Biscayne Blvd., 4th FL
Miami, FL 33131
Attn: _________________

With a copy to:

Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, FL 32207
Attn: T.R. Hainline, Esq., and William Michaelis, Esq.

12.4 Time.

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

12.5 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.

12.6 Amendment.

This Agreement may be amended by the parties hereto only upon the execution of a written amendment or modification signed by the parties. Notwithstanding the foregoing, the CEO of the DIA is authorized on behalf of the DIA and the City to approve, in his or her sole discretion, any "technical" changes to this Agreement. Such "technical" changes include, without limitation, non-material modifications to legal descriptions and surveys, ingress and egress, easements and rights of way, and design standards, as long as such modifications do not involve any increased financial obligation or liability to the City or the DIA.

12.7 Waivers.

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

12.8 Indemnification.

Developer shall indemnify, hold harmless and defend the City of Jacksonville, DIA and their respective members, officials, officers, employees and agents from and against, without limitation, any loss, claim, suit, action, damage, injury, liability, fine, penalty, cost, and expense of whatsoever kind or nature (including without limitation court, investigation and defense costs and reasonable expert and attorneys' fees and costs) related to any suits and actions of any kind brought against the City, DIA and their respective members, officials, officers, employees and agents or other damages or losses incurred or sustained, or claimed to have been incurred or sustained, by any person or persons arising out of or in connection with any negligent act, error or omission, or intentionally wrongful conduct on the part of Developer or those under its control that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to Developer's performance under this Agreement or relating to the Transaction, except to the extent cause by the negligence of the City or DIA. Nothing contained in this paragraph shall be construed as a waiver,

expansion or alteration of the City's sovereign immunity beyond the limitations stated in Section 768.28, Florida Statutes.

This indemnification shall survive the expiration or termination (for any reason) of this Agreement and remain in full force and effect for a period of two (2) years after any such termination. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to this Agreement or otherwise. The terms "City" and "DIA" as used in this Section 12.8 shall include all officers, board members, City Council members, employees, representatives, agents, successors and assigns of the City and the DIA, as applicable.

12.9 Severability.

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

12.10 Compliance with State and Other Laws.

In the performance of this Agreement, the Developer must comply with any and all applicable federal, state and local laws, rules and regulations, as the same exist and may be amended from time to time. Such laws, rules and regulations include, but are not limited to, Chapter 119, Florida Statutes, (the Public Records Act) and Section 286.011, Florida Statutes, (the Florida Sunshine Law). If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

12.11 Non-Discrimination Provisions.

In conformity with the requirements of Section 126.404, *Ordinance Code*, the Developer represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of this Agreement. The Developer agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Agreement; *provided however*, that the Developer shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written. The Developer agree that, if any of its obligations to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Section 12.11 shall be incorporated into and become a part of the subcontract.

12.12 Contingent Fees Prohibited.

In conformity with Section 126.306, *Ordinance Code*, Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Developer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Developer, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, the City and DIA shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

12.13 Ethics.

The Developer represents that it has reviewed the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Ordinance Code*.

12.14 Conflict of Interest.

The parties will follow the provisions of Section 126.110, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same.

12.15 Public Entity Crimes Notice.

The parties are aware and understand that a person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business in excess of $35,000.00 with any public entity for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

12.16 Survival.

Any obligations and duties that by their nature extend beyond the expiration or termination of this Agreement, including those set forth in any exhibits hereto, shall survive the expiration or termination of this Agreement and remain in effect. Without limiting the foregoing, all obligations for the payment of fees or other sums accruing up to the expiration or termination of this Agreement and all provisions relating to the City's right to conduct an audit shall survive the expiration or termination of this Agreement.

12.17 Incorporation by Reference.

All exhibits and other attachments to this Agreement that are referenced in this Agreement are by this reference made a part hereof and are incorporated herein.

12.18 Order of Precedence.

In the event of any conflict between or among the provisions of this Agreement and those of any exhibit attached hereto or of any amendment, the priority, in decreasing order of precedence shall be: 1) any fully executed amendment; 2) provisions in this Agreement; and 3) exhibits to this Agreement.

12.19 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. A counterpart delivered by electronic means such as pdf shall be valid and binding for all purposes.

12.20 Independent Contractor.

In the performance of this Agreement, the Developer will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer or association of the City or the DIA. The Developer and their respective employees or agents shall be solely responsible for the means, method, technique, sequences and procedures utilized by the Developer in the performance of this Agreement.

12.21 Retention of Records/Audit

The Developer agrees:

(a) To retain, with respect to the Transaction, all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement (the "Retained Documents") for a period of six (6) years after completion of the date of Closing on the Fire Station Parcel. If an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement, at no additional cost to the City.

(b) Upon demand, at no additional cost to the City, to facilitate the duplication and transfer of any records or documents during the required retention period.

(c) To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by personnel duly authorized by the City, including but not limited to the City Council Auditors.

(d) At all reasonable times for as long as records are maintained, to allow persons duly authorized by the City, including but not limited to the City Council Auditors, full access to and the right to examine any of the Retained Dcouments, regardless of the form in which kept.

(e) To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments of this Agreement.

(f) To permit persons duly authorized by the City, including but not limited to the City Council Auditors, to inspect and copy the Retained Records, and to interview any employees and subcontractor employees of the Developer to assure the City of the satisfactory performance of the terms and conditions of this Agreement. Following such review, the City will deliver to the Developer a written report of its findings and request for development by the Developer of a corrective action plan where appropriate. The Developer hereby agrees to timely correct all deficiencies identified in the corrective action plan.

(i) Additional monies due as a result of any audit shall be paid within thirty (30) days of date of the City's invoice.

(j) Should any audit reveal that the Developer owes the City or DIA additional monies, and the Developer does not make restitution within thirty (30) days from the date of receipt of written notice from the City, then, in addition to any other remedies available to the City, the City may terminate this Agreement, solely at its option, by written notice to the Developer; provided, however, that, in the event the City elects to terminate the Agreement, and in the event the the Initial Option has not been exercised and closed, the City shall deliver the Fire Station Purchase Price to Developer, less any amounts owed in accordance with the foregoing, subject to future appropriation.

12.22 <u>Non-merger.</u>

None of the terms, covenants, agreements or conditions set forth in this Agreement shall be deemed to be merged with any deed conveying title to the Fire Station Parcel or any portion of the Retention Pond Parcel.

12.23 <u>Exemption of City and DIA.</u>

Neither this Agreement nor the obligations imposed upon the City or DIA hereunder shall be or constitute an indebtedness of the City or DIA within the meaning of

any constitutional, statutory or charter provisions requiring the City to levy ad valorem taxes, or a lien upon any properties of the City or DIA. Payment or disbursement by the City or DIA of grant amount hereunder is subject to the availability of lawfully appropriated funds. If funds are not available pursuant to a lawful appropriation thereof by the City Council or DIA Board, this Agreement shall be void and the parties shall have no further obligations hereunder.

12.24 Parties to Agreement; Successors and Assigns.

This is an agreement solely between the DIA, the City and Developer. The execution and delivery hereof shall not be deemed to confer any rights or privileges on any person not a party hereto. Subject to the limitations contained in Section 11.1, this Agreement shall be binding upon and benefit Developer, and Developer' successors and assigns, and shall be binding upon and benefit of the City and DIA, and their successors and assigns. However, Developer except as contemplated in Section 11.1, shall not assign, transfer or encumber its rights or obligations hereunder or under any document executed in connection herewith without the prior written consent of the City and the DIA, which consent shall not be unreasonably withheld.

12.25 Venue; Applicable Law.

The rights, obligations and remedies of the parties specified under this Agreement shall be interpreted and governed in all respects by the laws of the State of Florida. All legal actions arising out of or connected with this Agreement must be instituted in the Circuit Court of Duval County, Florida, or in the U.S. District Court for the Middle District of Florida, Jacksonville Division. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement.

12.26 Civil Rights.

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

12.27 Further Assurances.

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

(a) promptly correct any defect, error or omission herein;

(b) execute, acknowledge, deliver, procure, record or file such further instruments and do such further acts reasonably deemed necessary, desirable or proper by the such requesting party to carry out the purposes of this Agreement and to identify and

subject to the liens of this Agreement any property intended to be covered thereby, including any renewals, additions, substitutions replacements, or appurtenances to the subject property;

(c) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts reasonably deemed necessary, desirable or proper by the requesting party to carry out the purposes of this Agreement.

12.28 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.

12.29 Construction.

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

12.30 Further Authorizations.

The parties acknowledge and agree that the Mayor of the City, or his designee, and the City's Corporation Secretary and the Chief Executive Officer of DIA, or their respective designees, are hereby authorized to execute any and all other contracts and documents and otherwise take all necessary action in connection with this Agreement.

12.31 Estoppel Certificate.

Within ten (10) days after request therefor from either Developer, or from the City or DIA to the Developer, the Developer, City and DIA, as applicable, agree to execute and deliver to the applicable parties, or to such other addressee or addressees as a Developer or City or DIA may designate (and any such addressee may rely thereon), a statement in writing certifying (if true) that this Agreement is in full force and effect and unmodified or describing any modifications; that the Developer (or City or DIA, as applicable) has performed all of its obligations under this Agreement arising prior to the date of the certificate, and making such other true representations as may be reasonably requested by Developer or City or DIA, as applicable.

12.32 Attorney's Fees.

Except as otherwise specifically set forth herein, each party shall be responsible for its own attorneys' fees and costs in connection with any legal action related to this Agreement.

IN WITNESS WHEREOF, this Agreement is executed the day and year above written.

ATTEST:

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

CITY OF JACKSONVILLE

By:______________________________
Lenny Curry, Mayor

WITNESS:

____
Print Name:______________________

____
Print Name:______________________

DOWNTOWN INVESTMENT AUTHORITY

By: ______________________________
Lori N. Boyer, CEO

DEVELOPER

WITNESS:

____
Print Name:______________________

____
Print Name:______________________

AR POLAR JACKSONVILLE, LLC a Florida limited liability company

By: ________________, Its manager

By:______________________________

Name:____________________________

Its:______________________________

Date:_____________________________

Form Approved:

____
Office of General Counsel

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent check request[s], as specified in said Contract.

____
Director of Finance

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LIST OF EXHIBITS

Exhibit A	City Parcel
Exhibit B	Developer Parcel
Exhibit C	Festival Park Improvements
Exhibit D	Fire Station Parcel
Exhibit E	Fire Station Parcel Improvements
Exhibit F	Fire Station Parcel Purchase and Sale Agreement
Exhibit G	Retention Pond Parcel
Exhibit H	Quitclaim Deed with right of repurchase
Exhibit I	Temporary Construction Easement from Developer to City

EXHIBIT A

City Parcel

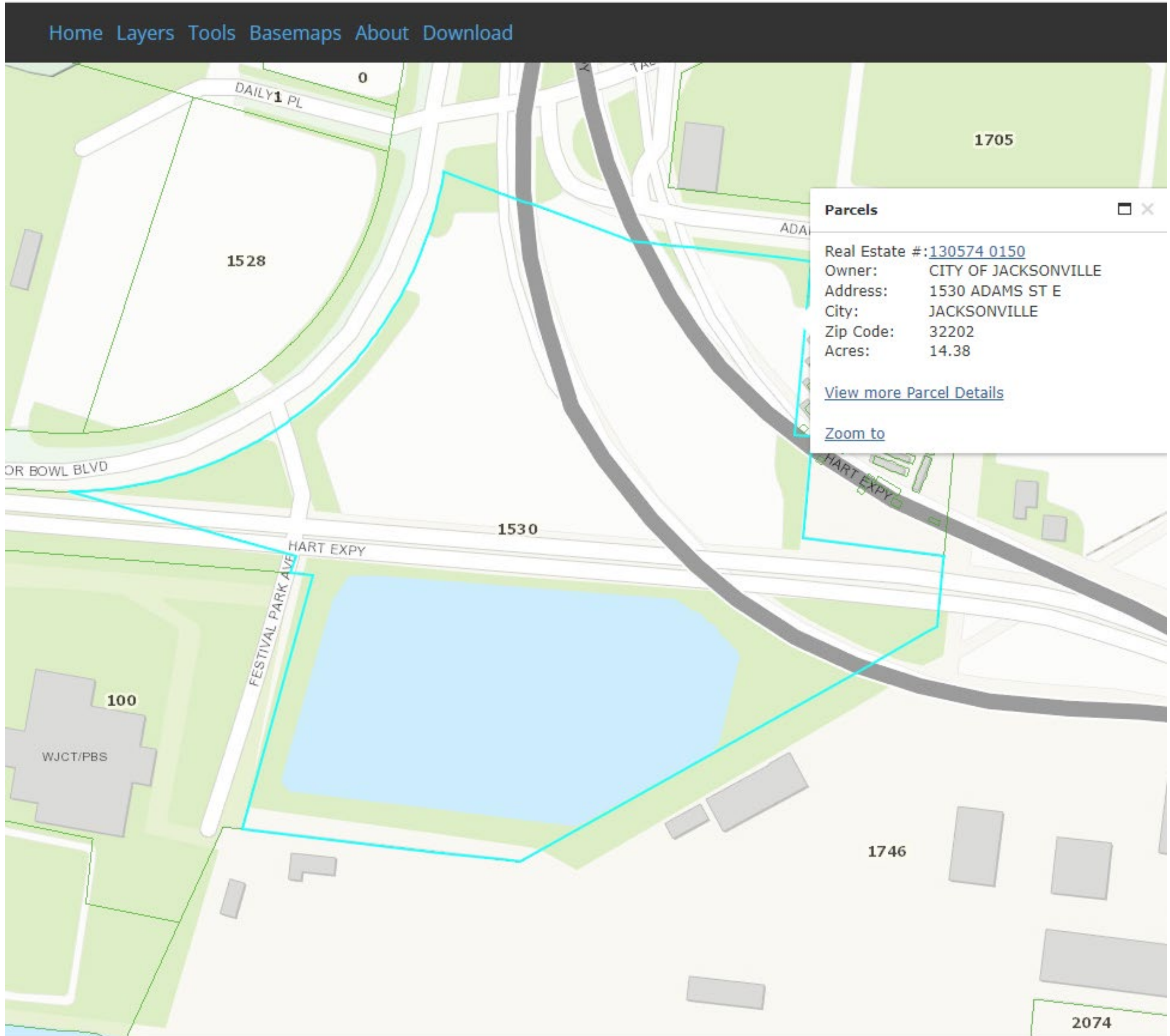


EXHIBIT B

Developer Parcel

That certain parcel of real property owned by the Developer and identified by Duval County Tax Parcel Number RE# 130574-0000 consisting of approximately 20.37 upland acres.

EXHIBIT C

Festival Park Improvements

The design and construction of a dedicated public right- of-way, inclusive of signalized access to Gator Bowl Boulevard, providing full access from Gator Bowl Boulevard to the Fire Station Parcel, Developer Parcel and Retention Pond Parcel, as shown below.

The final design and construction plans for the Festival Park Improvements shall be subject to Developer's review and approval, such approval not to be unreasonably withheld, conditioned or delayed. Furthermore, in its construction of utility infrastructure for the Fire Station Parcel, City will include at no cost to Developer an upgrade of conduits to a size identified by Developer as sufficient to serve future development within the Developer Parcel and Retention Pond Parcel. The City and Developer will coordinate regarding required Utility Infrastructure (defined as water, sewer, reclaimed water, fiber, telephone and electrical utilities) necessary for future development within the Developer Parcel and Retention Pond Parcel. This obligation is not intended to require the City to incur any costs for connection fees or reservation of service capacity for the Developer Parcel or Retention Pond Parcel or to extend active service lines but rather to simply include within the right of way line service lines/conduit sizes sufficient to accommodate Utility Infrastructure for said future development. City will provide to Developer copies of its design plans for the Festival Park Improvements at the 30% design phase, and Developer shall have thirty (30) days thereafter to provide in writing to City enhanced dimensions as to service lines and/or conduit sizes to accommodate Developer's future development. The request will be included in the City of Jacksonville submittal, noting that final approval is in the sole purview of the applicable utility provider. In the event Developer fails to provide such information within the thirty (30) day notice period, the City's obligations hereunder with regard to Utility Infrastructure for future development on the Developer Parcel under this Agreement shall terminate. City and DIA make no representation or warranty that any Utility Infrastructure installed will be adequate for any future development on the Developer Parcel and Retention Pond Parcel.

The City agrees that it shall be the sole permitting agency for access points between the Developer Parcel and Retention Pond Parcel and the Festival Park Improvements, unless otherwise required by law.

The City will be responsible for obtaining any stormwater credits required for the construction of the Festival Park Improvements and related filling.

Developer may apply for a right of way permit to obtain signage on Bay St. East/Gator Bowl Boulevard, the cost of which shall be the responsibility of Developer. The City and DIA agree, in their proprietary and not regulatory capacity, that each will support the Developer's signage application. If approved, such signage will be authorized by a City

right of way permit, subject to review of its design and precise location, and located near the entrance of the Festival Park Improvements.

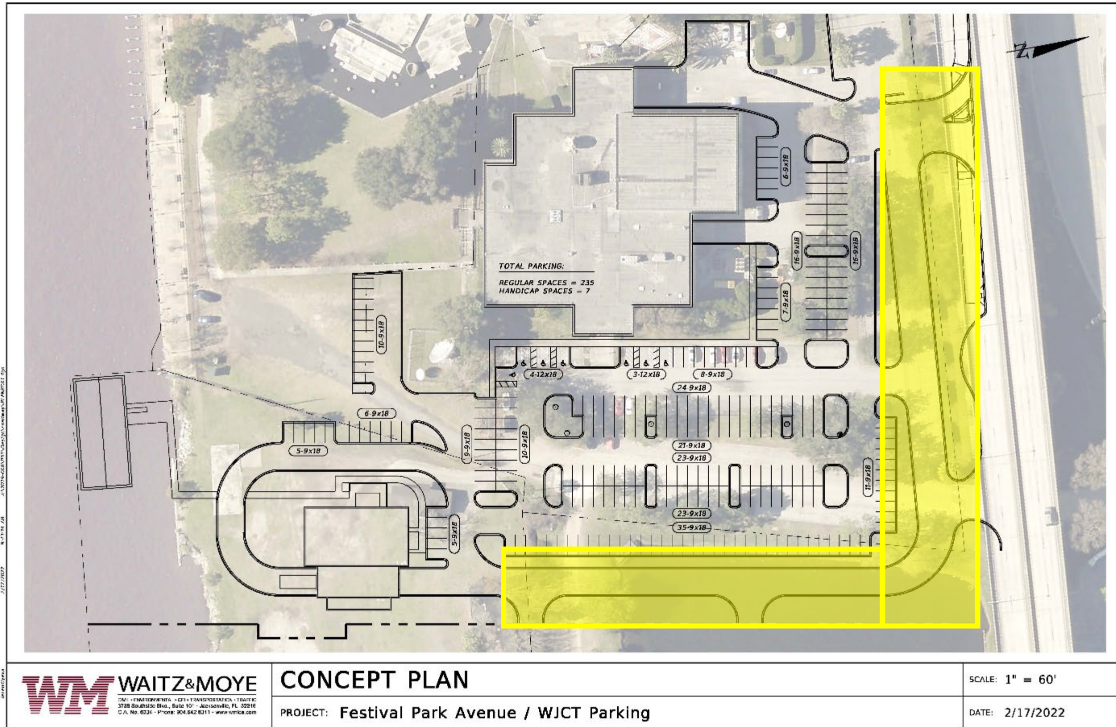


EXHIBIT D

Fire Station Parcel

MAP SHOWING BOUNDARY SURVEY OF

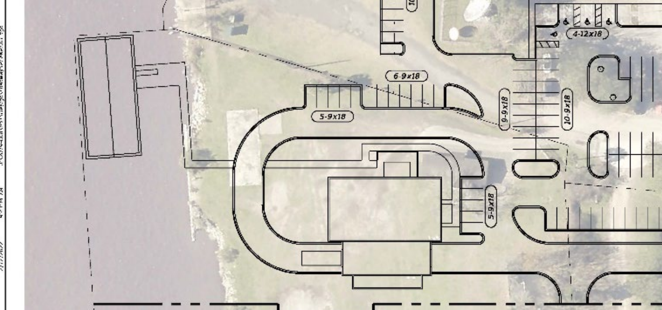
ST. JOHNS RIVER

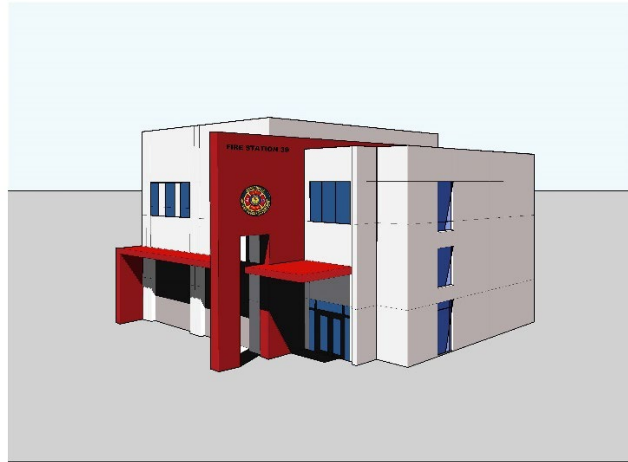
CITY OF JACKSONVILLE
DEPARTMENT OF PUBLIC WORKS

FIRE STATION 39
METROPOLITAN PARK

EXHIBIT E

Fire Station Parcel Improvements





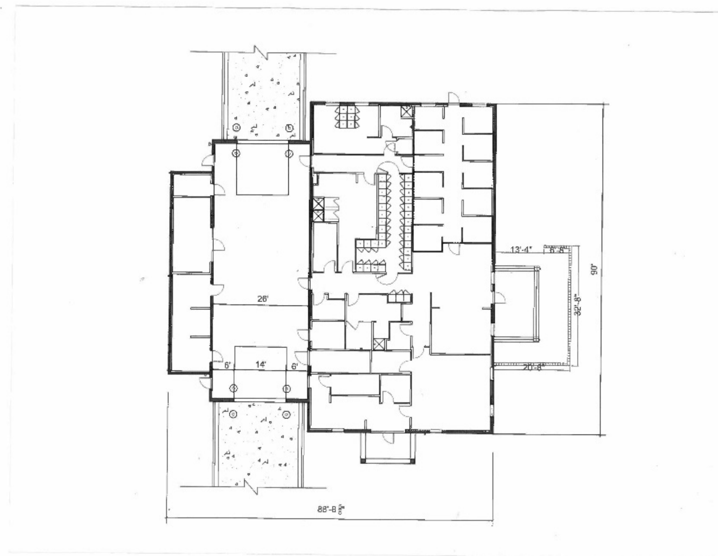


EXHIBIT E cont.

Fire vessel docks

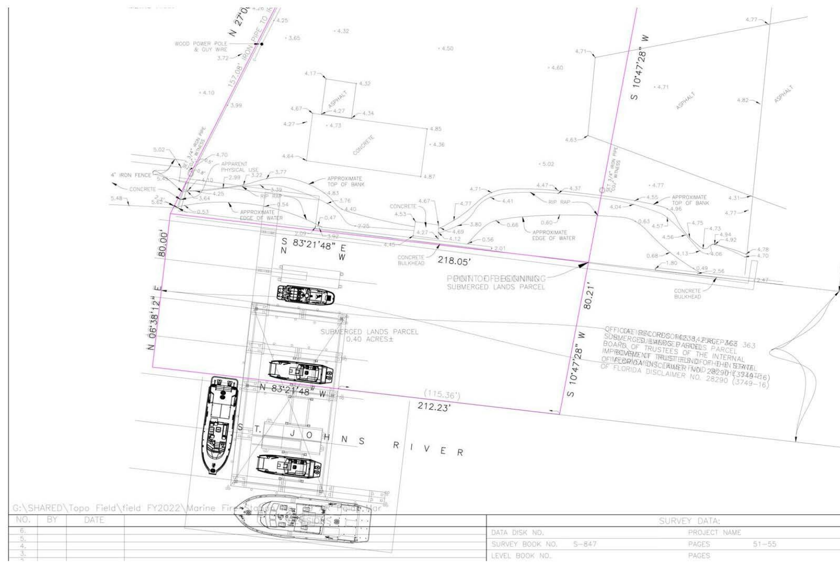


EXHIBIT F

Fire Station Parcel Purchase and Sale Agreement

On **F**ile

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made on ____________________, 2023 (the "Effective Date"), between **AR POLAR JACKSONVILLE, LLC**, a Delaware limited liability company, whose address is 315 S. Biscayne Blvd., 4th FL, Miami, FL 33131 ("Seller"), and **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida, whose address is 117 West Duval Street, Jacksonville, Florida 32202 ("Buyer" or "City"). Capitalized terms used herein and not otherwise defined shall have the meaning as set forth in the Redevelopment Agreement, defined below.

RECITALS:

A. Seller and Buyer have previously entered into that certain Redevelopment Agreement dated ___, 2023 (the "Redevelopment Agreement"), whereby, among other things, the Seller has agreed to sell the Property (as defined below) to Buyer, and in consideration thereof Buyer has agreed to grant two Options to Seller to purchase the Retention Pond Parcel.

NOW THEREFORE, in consideration of the mutual covenants of the parties in this Agreement and the Redevelopment Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Seller and Buyer agree the foregoing recitals are true and correct, and represent, warrant, covenant and agree as follows:

1. AGREEMENT TO SELL AND CONVEY

Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, subject to the terms and conditions of this Agreement, that certain real property described and depicted on **Exhibit "A"** (the "Land"), together with all buildings, structures and improvements located on the Land, if any (collectively referred to as the "Improvements") (the Land, the Improvements, all appurtenances pertaining thereto, including all subsurface rights and development rights, and all rights, title and interest of Seller in and to any easements, licenses, riparian rights, adjacent streets, roads, alleys or rights of way, appurtenant to, or used in connection with the beneficial use and enjoyment of, the Land, any strips or gores of land adjoining the Land, and any water, sewer and utility pipes of and facilities in or appurtenant to the Land or Improvements are hereinafter collectively referred to as the "Premises"), together with Seller's right, title and interest, if any, in all subsurface rights, permits and development rights (the "Permits", and collectively with the Premises, collectively referred to as the "Property").

2. CONSIDERATION; ESCROW AGENT

The consideration for the purchase of the Property by Buyer is the grant of the Options and other obligations of the parties hereto under the Redevelopment Agreement or, if the Options are not subsequently exercised and/or are terminated by the Seller, a purchase price of $3,055,000 (the "Purchase Price") payable upon expiration or termination of the Options pursuant to the terms of the Redevelopment Agreement, if applicable. Subject to the terms of this Agreement, Seller shall deliver the property free and clear of any mortgage liens.

3. EFFECTIVE DATE

This Agreement is not effective, and the parties shall owe no obligations to each other under the provisions of this Agreement, until the Effective Date. Buyer may terminate this Agreement at any time prior to expiration of the Initial Inspection Period (as defined in the Redevelopment

Agreement), in which case this Agreement and the Redevelopment Agreement shall terminate without liability to either party.

4. TITLE AND SURVEY

a. **Title.** Buyer has obtained at its cost a title commitment (the "Title Commitment") for an owner's title insurance policy in the amount of $_____________ from a title agent and title insurance underwriter acceptable to the City (the "Title Company"), agreeing to issue to the City upon the recording of the Deed provided for in this Agreement, an ALTA fee policy of title insurance Form B with Florida revisions insuring the City's title to the Property (the "Title Policy"). Attached to this Agreement as **Exhibit "B"** is a marked copy of the Title Commitment (the "Marked Title Commitment") which Buyer shall cause the Title Company to issue at Closing.

b. **Survey.** Buyer has obtained at its cost a new survey of the Property (the "Survey") and Buyer has updated such survey in a manner to allow the Title Company to delete the standard survey exception from the Title Commitment and as otherwise required to provide the basis for the Title Policy. The Survey is certified to Seller, the Title Company, the title agent, the City and the Downtown Investment Authority (the "DIA"), conforms to the standards of practice for land surveying within the Florida Administrative Code pursuant to Section 472.027, Florida Statutes, and shows and describes the exterior boundaries and corner markers or monuments of the Property, the size and location of all improvements and structures upon the Property, any encroachments, easements, rights-of-way or other conditions to which the Property is subject, and the legal description and the area of the Property.

c. **Environmental Assessments and Other Property information.** Within three (3) business days after the Effective Date hereof, Seller shall deliver to Buyer, to the extent in Seller's possession or control; provided, that Seller shall not be deemed to have given any representation or warranty whatsoever regarding the accuracy or completeness of such materials:

(i) Copy of any existing environmental site assessment(s) of the Property, including but not limited to, a Phase I Environmental Site Assessment, Phase II Environmental Site Assessment, and/or soil and groundwater testing and analyses reports.

(ii) Copy of any existing survey or report related to the presence or absence of threatened or endangered species located on the Property, including but not limited to bald eagles nests and gopher tortoises. If a permit exists for development within proximity to an eagle's nests or over gopher tortoise areas and the terms of the permit(s) are acceptable to Buyer, in Buyer's sole discretion, then Seller shall take all action necessary to transfer the permit(s) to Buyer at Closing.

(iii) Copy of any existing survey or report related to the presence or absence of wetlands located on the Property.

(iv) Copy of any existing survey or report related to the presence of mold, asbestos, lead-based paint or radon associated with any structures located on the Property.

(v) Copy of any survey or report related to geotechnical testing or subsurface investigation.

5. CLOSING.

a. Closing Date. The Closing of this transaction (the "Closing") is occurring on the Effective Date (also sometimes referred to in this Agreement as the "Closing Date").

b. Location of Closing. The office of the Title Company via escrow closing.

c. Conditions to Buyer's Obligation to Close.

Buyer's obligation to close is subject to the satisfaction or waiver, as of the Closing, of each of the following conditions (any of which may be waived in whole or in part in writing by Buyer at or prior to the Closing):

(i) The representations and warranties of Seller set forth in this Agreement shall be true in all material respects as of the date of Closing.

(ii) Seller shall have complied in all material respects with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Seller as of the Closing.

(iii) The Title Commitment shall be marked down at Closing subject only to the Permitted Exceptions (defined below).

(iv) Seller shall clear the Property of all buildings, vehicles, trailers, trash, or drums, and any other tangible personal property located on the Property.

(v) Seller shall have removed all debris and spoil piles from the Property.

(vi) Seller shall complete a W-9 and provide to Buyer and shall register with the City's software system to allow the City to provide payment to the Seller.

d. Seller's Obligations at Closing. At Closing Seller shall:

(i) Execute, acknowledge, and deliver to Buyer a special warranty deed with right of reverter, and restrictive covenant (the "Deed") in substantially the form attached hereto as **Exhibit "C"** which conveys the Property to Buyer, subject only to the Permitted Exceptions.

(ii) All contracts, licenses and leases relating to the Property, unless otherwise agreed by City in writing to be assumed by City at Closing shall be terminated on or before the Closing Date. Seller shall execute and deliver to Buyer an assignment of any other intangibles or rights pertaining to the Property, without any representations or warranties with respect to the same.

(iii) Deliver to the Title Company evidence satisfactory to it of Seller's authority to execute and deliver the documents reasonably necessary to complete this transaction.

(iv) Execute and deliver to the Title Company and to Buyer an affidavit of possession and no liens satisfactory to the Title Company enabling it to remove the construction lien and parties-in-possession standard exceptions from the Title Commitment.

(v) Execute and deliver to the Title Company an affidavit that all assessments are current as may be required by the Title Company to delete any exception for assessments.

(vi) Execute and deliver to the Title Company all other documents required under the Title Commitment, in forms reasonably acceptable to Seller, to permit the Title Company to issue the Title Policy to the Buyer subject only to the exceptions consistent with the Marked Title Commitment (the "Permitted Exceptions").

(vii) Execute and deliver to the Title Company a certificate that Seller is not a foreign person in accordance with Section 1445 of the Internal Revenue Code.

(viii) Deliver to Buyer originals (if available) or copies (if originals are not available) of all Permits and execute and deliver to Buyer any application, transfer form or notification given to Seller by Buyer necessary to transfer to Buyer all applicable Permits if transfer is requested by Buyer.

(ix) Execute and deliver to Buyer the closing statement and any other documents reasonably required to complete the transaction contemplated by this Agreement or the Redevelopment Agreement with regard to the Property.

(x) If applicable, execute and deliver a Bill of Sale conveying the Personal Property to Buyer free and clear of all liens or encumbrances, together with such transfer certificates, certificates of title and other documents as may be requested by Buyer.

(xi) If Seller is selling or conveying in a representative capacity, Seller shall have executed the beneficial interest affidavit as required by Section 286.23, Florida Statutes at least ten (10) days prior to Closing in the form attached as **Exhibit "D"**.

e. Buyer's Obligations at Closing.

(i) Buyer shall execute and deliver the closing statement and any other documents reasonably required to complete the transaction contemplated by this Agreement and the Redevelopment Agreement.

(ii) In the event the Options expire or terminate in accordance with the terms of the Redevelopment Agreement and the Seller has not taken title to any portion of the Retention Pond Parcel, subject to the terms of this Agreement and the Redevelopment Agreement, Buyer shall make payment to Seller by wire transfer, in an amount equal to the Purchase Price after credits and prorations, which obligation shall survive Closing.

f. Closing Costs.

(i) At Closing, Seller shall pay:

(a) The cost of satisfying any liens or encumbrances against the Property;
(b) The costs of recording any corrective instruments;
(c) The documentary stamp taxes due on the Deed;

(ii) Buyer shall pay:

(a) All costs incurred by Buyer for its inspections of the Property;
(b) All incurred and documented costs incurred by Seller for its inspections of the Retention Pond Parcel (as defined in the Redevelopment Agreement);
(c) All costs incurred and documented in Seller obtaining a survey of the Retention Pond Parcel;
(d) All costs incurred in obtaining the Survey;
(e) The insurance premium for the Title Policy;
(f) The cost of the title search and Title Commitment;
(g) The cost of recording the Deed and any other instruments to be recorded.

City's payment obligations related to subsections (ii) (b) and (c) above are capped, in the aggregate, in the amount of $20,000.00.

(iii) Each party shall pay any fees incurred by it for legal or other consultants.

g. Prorations.

All personal property taxes on the Personal Property for the year of closing shall be prorated as of the Closing Date. All amounts payable under any and all contracts, licenses, leases, invoices and bills of every nature, which relate to any matter, including without limitation, labor, materials, services, utilities and improvements arising prior to the Closing Date shall be paid by Seller. All contracts, licenses and leases relating to the Property, unless otherwise agreed by Buyer to be assumed by Buyer in writing at Closing shall be terminated on or before the Closing Date.

h. Real Estate Taxes.

In the event the City acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the tax collector an amount equal to the current taxes prorated to the Closing Date, based upon the current assessment and millage rates on the Property. In the event the City acquires fee title to the Property on or after November 1, Seller shall pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable by the tax collector.

i. Possession.

Exclusive possession of the Property shall be delivered to Buyer at Closing free and clear of any existing tenants, squatters, or unauthorized occupants, subject only to the Permitted Exceptions.

6. DEFAULT

a. Default by Seller.

If Seller defaults under the provisions of this Agreement Buyer may, at Buyer's election (i) waive the default and proceed to Closing; (ii) seek specific performance, or if Seller has made specific performance an impossible remedy by conveying the Property to a third-party, then

seek damages at law; or (iii) refuse to close, terminate this Agreement and the parties shall have no further rights or obligations under this Agreement or the Redevelopment Agreement (except as to those that expressly survive termination).

b. Default by Buyer.

If Buyer defaults under the provisions of this Agreement, Seller's sole remedies are to (i) terminate this Agreement, (ii) seek specific performance, or (iii) seek damages at law.

7. BROKERAGE COMMISSIONS

Seller represents that no brokers or finders have been involved in this transaction on behalf of Seller. Seller shall indemnify, hold harmless and defend the City and the DIA from and against any claim for any such commission or fee by any broker or similar person or entity claiming to have acted through Seller.

8. OTHER CONTRACTUAL PROVISIONS

a. Assignability.

This Agreement may not be assigned by either party without the express written consent of other party, in such party's sole discretion.

b. Survival.

The Seller's representations and warranties to the City and the DIA as set forth in Section 8.d. shall survive Closing for a period of one (1) year (the "Rep Survival Period"). Unless otherwise noted, other terms and provisions of this Agreement that are designated to survive Closing shall survive Closing for a period of five (5) years. Notwithstanding anything to the contrary contained in this Agreement, if, after the Closing and prior to the expiration of the Rep Survival Period, Buyer or the DIA obtains actual knowledge that any of the representations or warranties to the Buyer and the DIA as set forth in Section 8.d. are not true, complete, or correct in any material respect, then Buyer or the DIA may pursue an action against Seller for actual damages by filing suit against Seller prior to the expiration of the Rep Survival Period; provided, however, that, Seller shall not have any liability for any such damages unless and until the aggregate sum of such obligations of Seller shall have a monetary value of $10,000.00 or more (the "**Liability Basket**"). If such damages, in the aggregate, exceed the Liability Basket, then Seller shall be liable for the full amount of such actual damages (including the Liability Basket) up to the aggregate liability of Seller arising pursuant to or in connection with such default, subject to an aggregate maximum amount of five percent (5%) of the Purchase Price.

c. Notices.

Any notices to be given to either party in connection with the provisions of this Agreement must be in writing and given by hand delivery, by reputable overnight courier, or certified mail, return receipt requested. A notice is effective when received, except if a party fails or refuses to collect certified mail, the notice shall be effective on the date the second delivery is attempted, whether or not the party collects the certified mail after the second delivery attempt. The addresses for notices are as follows or as otherwise designated in writing:

To Buyer:

City of Jacksonville
c/o Downtown Investment Authority
117 West Duval Street, Suite 310
Jacksonville, FL 32202

With a Copy to:

Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

To Seller:

AR Polar Jacksonville, LLC
315 S. Biscayne Blvd., 4th FL
Miami, FL 33131
Attn: _________________

With a copy to:

Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, FL 32207
Attn: T.R. Hainline, Esq., and William Michaelis, Esq.

d. Representations and Warranties of Seller.

Seller makes the following representations and warranties to Buyer and the DIA, who shall be deemed a beneficiary of this Section 8(d):

(i) Title. Seller owns marketable title to the Property.

(ii) Action of Seller. Seller has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement constitutes the valid and binding obligation and agreement of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors.

(iii) No Violations of Agreements. Neither the execution, delivery or performance of this Agreement by Seller, nor Seller's compliance with the terms and provisions of this Agreement, will result in any breach of the terms, conditions or provisions of, or conflict with or constitute a default under, or result in the creation of any lien, charge or encumbrance upon its Property pursuant to the terms of any indenture, mortgage, deed of trust, note, evidence of indebtedness or any other agreement or instrument which will bind Seller or the Property at Closing.

(iv) Pending Actions. To Seller's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Seller which, if adversely determined, would individually or in the aggregate materially interfere with the consummation of the transactions contemplated by this Agreement.

(v) No Bankruptcy Proceedings. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, or (iv) suffered the attachment or other judicial seizure of all or substantially all of Seller's assets.

(vi) Compliance with Laws. To Seller's knowledge, Seller has received no written notice alleging any material violations of law, municipal or county ordinances or other legal requirements with respect to the Property or any portion thereof, which violation or alleged violation has not been corrected, or which will be corrected prior to Closing.

(vii) Condemnation. To Seller's knowledge, Seller has received no written notices of any pending or threatened condemnation or eminent domain proceeding against the Property.

(viii) Leases. To Seller's knowledge, there are no leases or licenses to which Seller is a party affecting the Property, except for those that will be canceled at or before Closing.

(ix) Other Agreements, Seller has not entered into any contract or agreement with respect to the Property which will be binding on Buyer after the Closing.

(x) Not a Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

(xi) OFAC. The Seller is not a Person with whom U.S. Persons are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) or other similar governmental action.

(xii) Employees. Seller has no employees or employment agreements or collective bargaining agreements at the Property for which Buyer will be responsible after the Closing.

(xii) There are no sums due as leasing commissions or brokerage or finders fees in connection with the Property that will become due and payable or occur after the Closing Date.

e. **Environmental.**

(i) Hazardous Materials. "Hazardous Materials" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource

Conservation and Recovery Act (42 U.S.C. §6901 et seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to hazardous or toxic under the common law. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Property, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or (C) which, if it emanated or migrated from the Property, could constitute a trespass.

(ii) Environmental Risks. Buyer acknowledges that there are, or may be, certain environmental issues and/or risks with respect to the Property.

(iii) Indemnity. Buyer hereby expressly acknowledges that from and after the Closing, Buyer shall be responsible for the proper maintenance and handling of any and all Hazardous Materials, if any, located in or on the Property in accordance with all Environmental Requirements, including but not limited to the regulations at 40 C.F.R. Section 61 as authorized under the Clean Air Act and all regulations promulgated or to be promulgated under all other applicable local, state or federal laws, rules or regulations, as same may be amended from time to time. Furthermore, from and after Closing, and subject to the limitations and provisions of Section 768.28, Florida Statutes, which are not hereby expanded, altered, or waived, Buyer shall indemnify and hold the Seller, its members, officials, officers, employees and agents harmless from and against any and all claims, costs, damages or other liability, incurred by the Seller, its members, officials, officers, employees and agents as a result of Buyer's failure to comply with the requirements of this Section in connection with Buyer's proper maintenance and handling of any and all Hazardous Materials, if any, located in or on the Property. This Indemnification shall survive the Closing.

(iv) Release. Buyer, on behalf of itself and its heirs, successors and assigns hereby waives, releases, acquits and forever discharges Seller and its members, officials, officers, directors, employees, agents, attorneys, representatives, and any other persons acting on behalf of Seller and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Buyer or any of its heirs, successors or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present, or future physical characteristic or condition of the Property, including, without limitation, any Hazardous Materials in, at, on, under or related to the Property, or any violation or potential violation of any Environmental Requirement applicable thereto. Notwithstanding anything to the contrary set forth herein, this release shall survive the Closing.

f. Timeliness.

If the deadline or date of performance for any act under the provisions of this Agreement falls on a Saturday, Sunday, or City legal holiday the date shall be extended to the next business day.

g. Modifications.

This Agreement cannot be modified or terminated except by an instrument in writing.

h. Applicable Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

i. Headings.

Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

j. Counterparts.

This Agreement may be executed in several counterparts, each constituting a duplicate original. All such counterparts shall constitute one and the same agreement. A counterpart delivered by electronic means shall be valid for all purposes.

k. Interpretation.

Whenever the context of this Agreement shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa. This Agreement was drafted through the efforts of both parties and shall not be construed in favor of or against either party.

l. Severability.

If any provision of this Agreement is held invalid, illegal or unenforceable and the unenforceability of the provision does not adversely affect the purpose and intent of this Agreement, in Buyer's sole discretion, such invalidity, illegality or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

m. Risk of Loss.

All risk of loss or damage to the Property until the Closing shall be borne by Seller.

n. Radon.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the County public health unit.

o. Recording.

This Agreement shall not be recorded.

p. Waiver.

Each party reserves the right to waive in whole or part any provision which is for that party's benefit. Any waiver must be in writing and shall be limited to the matter specified in the writing. No waiver of one provision or default shall be considered a waiver of any other provision or subsequent default, and no delay or omission in exercising the rights and powers granted in this Agreement shall be construed as a waiver of those rights and powers.

q. Time of Essence.

Time is of the essence of this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Agreement the date set forth above.

SELLER:

AR POLAR JACKSONVILLE, LLC,
a Delaware limited liability company

By:______________________________
Name: __________________________
Title: ___________________________

BUYER:

CITY OF JACKSONVILLE

____
Lenny Curry, Mayor

ATTEST:

____
James R. McCain, Jr.
Corporation Secretary

Approved as to Form
As to City Only

____
Office of General Counsel

GC-#1540535-v8-AR_Polar_purchase_and_sale_agreeement_-_developer_to_City.docx

Exhibit “A”
Legal Description of Property

The Survey will determine the legal description and it is the intent of the parties that the legal description covers approximately 1.6 acres of land (1.2 acres of uplands and 0.4 acres of submerged lands) which is a portion of RE parcel number 130574-0000.

Exhibit "B"
Marked Title Commitment

On File

Exhibit "C"

Prepared by and return to:

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

A Portion of Parcel Identification No.: _____________

SPECIAL WARRANTY DEED WITH RIGHT OF REVERTER, REPURCHASE RIGHT AND RESTRICTIVE COVENANT

This Special Warranty Deed is made this ______ day of ____________ 2023 by **AR POLAR JACKSONVILLE, LLC,** a Delaware limited liability company, ("Grantor") whose address is ____________________________, to **CITY OF JACKSONVILLE**, a municipal corporation ("Grantee"), whose business address is c/o Office of General Counsel Government Operations Department, 117 West Duval Street Suite 480, Jacksonville, FL 32202.

WITNESSETH: Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto Grantee all that certain land situated in Duval County, Florida as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

TOGETHER, with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and Grantor hereby covenants that Grantor will warrant and defend title to the Property against the lawful claims of all persons claiming by, through, or under Grantor, but against none other, subject to those matters listed as permitted exceptions set forth on Exhibit B attached hereto and made a part hereof.

RIGHT OF REVERTER

A. Grantor and Grantee are parties to that certain Redevelopment Agreement (the "Agreement", which Agreement is available to the public via a public records request made to the Grantor), dated ___________________, 2023 (the "Effective Date"). All capitalized terms used but not defined in this Right of Reverter shall have the meanings ascribed to them in the

Agreement. The Agreement requires Grantee to construct on the Property certain Fire Station Parcel Improvements. The Agreement requires Grantee, among other things, to Commence Construction of the Fire Station Parcel Improvements and provide written notice to Grantor thereof on or before ______________________, 2023, and thereafter Grantee shall proceed through Substantial Completion of the Fire Station Parcel Improvements (the "Commencement of Construction Date"). If the Grantee fails to Commence Construction of the Fire Station Parcel Improvements by the Commencement of Construction Date, then fee simple title to the Property shall, upon Grantor's execution and recording in the Duval County Public Records of the Notice of Reversion of Title in the form attached hereto as **Exhibit B** ("Notice"), revert to Grantor (the "Reverter").

B. At the time of such reversion of title to Grantor, the title to the Property shall be free and clear of all mortgages, liens, including potential mechanics liens or other liens outstanding on the Property, encumbrances and other title matters, except for those in existence immediately prior to the conveyance of the Property to Grantee, and all such encumbrances and liens shall be discharged by Grantee.

C. Upon such failure by Grantee to timely Commence Construction of the Fire Station Parcel Improvements Grantor shall be entitled to execute and record the Notice in the Duval County Public Records, and such Notice shall evidence the reversion to Grantor of fee simple title to the Property without the requirement of any additional notice or act by Grantor or Grantee.

D. The Commencement of Construction Date shall be extended on a day-for-day basis to the extent that that Grantee's failure to meet the Commencement of Construction Date is caused by a Force Majeure Event.

E. In the event (i) the Grantee timely Commences Construction of the Fire Station Parcel Improvements in accordance with the terms and conditions of the Agreement, or (ii) either (x) Grantor exercises the Initial Option and closes on the Initial Option Parcel or (y) Grantee delivers the Fire Station Price after Grantor elects not to exercise the Initial Option or exercises the Initial Option but then elects not to close on the Initial Option, then Grantor shall execute a recordable release of this Reverter, and the Reverter shall automatically and forever terminate and the Grantor shall be obligated to deliver to the Grantee a recordable termination of the Reverter further evidencing the termination of the Reverter (the "Termination").

REPURCHASE OPTION

Grantor and Grantee are parties to that certain Redevelopment Agreement dated ________________________, 2023 (the "Agreement"), which requires Grantee to construct on the Property certain Fire Station Parcel Improvements (as defined in the Agreement), and pursuant to this Deed, a restrictive covenant is placed on the Property limiting the use of the Property to a marine fire station and fire vessel mooring facility or other civic purposes as detailed below (for purposes of this paragraph, the "Restrictive Covenant"). In the event Grantee ceases to utilize the Property consistent with the requirements of the Restrictive Covenant for a period of one (1) year (as such date may be extended by any repairs due to a Force Majeure Event or reconstruction thereof) , Grantee shall give written notice to Grantor (the "Notice") offering to sell the Property to Grantor at the then appraised fair market value of the Property (the "Fair Market Value"), as

determined pursuant to the process set forth below. For purposes of clarification, the foregoing sentence applies to "non-use" and the use of the Property shall be at all times subject to the terms of the Restrictive Covenant below. In the event Grantor desires to purchase the Property, Grantor shall, within thirty (30) days of the date of the Notice, provide written notice to the City of its interest in purchase the Property (the "Interest Notice"). In the event the Grantor does not timely provide its Interest Notice, then Grantor shall have no further rights pursuant to this Repurchase Option. In the event the Interest Notice is timely provided by Grantor, Grantor and Grantee shall have forty-five (45) days to negotiate a definitive purchase and sale agreement for the Property at the Fair Market Value, with all closing costs to be paid by Grantor, except for Grantee's attorney's fees. The purchase and sale agreement shall be subject to the approval of the Jacksonville City Council. The terms of the purchase and sale agreement shall require that title to the Property shall be free and clear of all mortgages, liens, including potential mechanics liens or other liens outstanding on the Property, encumbrances and other title matters, except for those in existence immediately prior to the conveyance of the Property to Grantee, and all such encumbrances and liens shall be discharged by Grantee. In the event the purchase and sale agreement is executed but the closing does not occur consistent with the terms thereof through no fault of Grantee, Grantor shall have no further rights under this Repurchase Option. This Repurchase Option shall be for a term of fifty (50) years from the Effective Date of this Deed, after which time this Repurchase Option shall expire and be of no further force or effect.

The determination of the Fair Market Value of the Property shall be determined as set forth in this paragraph. Grantee shall select and hire a Florida licensed, MAI certified appraiser on Grantee's approved vendor's list and engaged at Grantee's expense (the "Grantee Qualified Appraiser"). Grantor shall select and hire at its expense a Grantor Qualified Appraiser to conduct its own appraisal. A "Grantor Qualified Appraiser" shall mean a third party that is not affiliated with Grantee that is a Florida licensed, MAI Certified appraiser with over ten (10) years of experience evaluating comparable properties. Such appointment shall be designated in writing by each party to the other. The Grantee Qualified Appraiser and Grantor Qualified Appraiser are collectively referred to as the "Qualified Appraisers". The Qualified Appraisers, after agreeing in writing to perform their duties with impartiality and fidelity, shall proceed to determine the Fair Market Value of the Property. In the event the higher fair market value of the two appraisals exceeds the lower fair market value by less than ten percent (10%), the appraisal process shall be concluded and the fair market value of the Property shall be the average of the values as set forth in the two appraisals. In the event the difference in fair market value of each appraisal is greater than ten percent (10%), and the Qualified Appraisers fail to agree within sixty (60) days upon the Fair Market Value of the Property, the Grantee shall select a third Florida licensed appraiser from the Grantor's approved vendor list (the "Third Appraiser"). Each of the Qualified Appraisers selected by the parties shall, within five (5) business days after selection of the Third Appraiser, submit to the Third Appraiser its good faith estimate of the fair market value of the Property, which estimates must be approved in writing by the party that selected such appraiser (collectively, the "Estimates"). The Third Appraiser shall, within thirty (30) business days after receipt of the Estimates, select the Estimate that, in such Third Appraiser's good faith judgment, most accurately reflects the Fair Market Value of the Property. The decision of the Qualified Appraisers, or if such Qualified Appraisers fail to agree, the Third Appraiser, shall be in writing and in duplicate, one counterpart thereof to be delivered to each of the parties hereto. The decision of the Qualified Appraisers, or if such Qualified Appraisers fail to agree, the Third Appraiser, shall be binding, final and conclusive on the parties. Each party shall pay all costs, fees and expenses of the

Qualified Appraiser they select and the parties shall share equally the costs, fees and expenses of the Third Appraiser, if necessary.

RESTRICTIVE COVENANTS

By acceptance and execution of this Deed, Grantee hereby agrees that the following restrictions and conditions shall apply to the Property at all times:

For a period beginning on the Effective Date and ending on the date that is fifty (50) years from the Effective Date, the Property and the improvements thereon shall be utilized by the City solely as a marine fire station and fire vessel mooring facility or the following civic purposes: art galleries, libraries, museums, community centers, parks, playgrounds, play fields or recreational or community structures or parking facilities consistent with the Downtown Zoning Overlay requirements.

These restrictions and conditions shall be covenants running with title to the Property in perpetuity and in any deed of conveyance or leasehold estate of the Property or any portion thereof, the foregoing covenants shall be incorporated by reference in the deed conveying the Property (other than the repurchase deed). Notwithstanding anything to the contrary herein, the foregoing restrictions and conditions shall expire immediately upon the recording of the Repurchase Deed, it being understood that these restrictions and conditions shall be terminated and of no further force of effect in the event Grantor reobtains title to the Property.

Grantor and its successors and assigns shall have the rights to institute suit to enjoin any violation of these restrictions and covenants and to require, at the expense of Grantee, the restoration of the Property to the uses required under these covenants. The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney’s fees.

The failure of Grantor or its successors and assigns to exercise any right or remedy granted under this instrument with respect to any particular violation of these covenants shall not have the effect of waiving or limiting the exercise of such right or remedy with respect to the identical (or similar) type of violation at any subsequent time or the effect of waiving of limiting the exercise of any other right or remedy.

The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter thereof.

[*remainder of page intentionally left blank; signature page follows*]

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

____

Print Name: ____________________

____

Print Name: ____________________

GRANTOR:

_________________, a ________________

By: ___________________________
Its: ___________________________

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of (*check one*) ☐ physical presence or ☐ online notarization this _____ day of __________, 202_, by ______________, as ___________________ of _________________, a ________________, on behalf of the _________________. He or she is (*check one*) ☐ personally known to me or ☐ has produced _____________________ as identification.

____
Signature

Notary Public

My commission expires: ____________

EXHIBIT A

Legal Description of the Property

[To be added]

EXHIBIT B

Permitted Exceptions

[To be added]

EXHIBIT G

Retention Pond Parcel

[Legal description to be inserted after confirmation by survey.]

EXHIBIT H

Quitclaim Deed from City with right of repurchase and restrictive covenant

Prepared by and return to:

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

Parcel Identification No.: __________-________

QUIT-CLAIM DEED WITH RIGHT OF REPURCHASE AND RESTRICTIVE COVENANT

This Quit-Claim Deed with Right of Repurchase and Restrictive Covenant ("Deed") is made this ______ day of ____________, 2023 ("Effective Date"), between the **CITY OF JACKSONVILLE**, a municipal corporation, whose business address is c/o Office of General Counsel Government Operations Department, 117 West Duval Street Suite 480, Jacksonville, FL 32202 ("Grantor"), and **AR POLAR JACKSONVILLE, LLC**, a Delaware limited liability company, whose address is ____________________________ ("Grantee").

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and no/100 dollars ($10.00) and other valuable considerations, receipt of which is hereby acknowledged, does hereby remise, release and quit-claim unto Grantee, its successors and assigns, all the right, title, interest, claim and demand which the Grantor has in and to the following described land, situate, lying and being in the County of Duval, State of Florida (the "Property"):

[Insert legal from survey and title commitment]

TO HAVE AND HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee, its successors and assigns forever.

GRANTEE ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CONVEYANCE OF THE PROPERTY IS MADE ON AN "AS IS", "WHERE IS" CONDITION AND BASIS WITH ALL FAULTS.

Grantor hereby expressly releases and waives, and does not reserve, the automatic reservation of any rights to oil, gas, phosphate, minerals, metals, and petroleum that are or may be in, on, or under the said land, by virtue to Section 270.11(1), Florida Statutes.

RIGHT OF REPURCHASE

A. Grantor and Grantee are parties to that certain Redevelopment Agreement (the "Agreement", which Agreement is available to the public via a public records request made to the Grantor), dated ___________________, 202_ (the "Effective Date"). All capitalized terms used but not defined in this Right of Repurchase shall have the meanings ascribed to them in the Agreement. The Agreement requires Grantee to construct on the Property certain Developer Improvements as set forth in the Agreement. The Agreement requires Grantee, among other things, to Commence Construction of the Developer Improvements and provide written notice to Grantor thereof on or before _______, 202_ (the "Developer Commencement Date"). The term "Commence Construction" means that Grantee (i) has completed all pre-construction engineering and design and has obtained all necessary licenses, permits and governmental approvals to commence construction, has engaged the general contractors necessary so that physical construction of the Initial Improvements (as defined in the Agreement) may begin and proceed to completion without foreseeable interruption, and (ii) has demonstrated it has the financial commitments and resources to complete the construction of the Developer Improvements as may be approved by the City in its reasonable discretion, and (iii) has "broken ground" and begun physical, material construction (e.g., site preparation work or such other evidence of commencement of construction as may be approved by the City in its reasonable discretion) of such improvements.

B. In the event that Grantee does not Commence Construction of the Developer Improvements by the Developer Commencement Date (a "Fundamental Breach"), then the Grantee shall give written notice to Grantor (the "Notice") offering to sell the Property to Grantor at the then appraised value of the Property. In the event Grantor desires to purchase the Property at the appraised fair market value (the "Fair Market Value"), Grantor shall, within thirty (30) days of the date of the Notice, provide written notice to the Grantee of its interest in purchase the Property (the "Interest Notice"). In the event the Grantor does not timely provide its Interest Notice, then Grantor shall have no further rights pursuant to this Repurchase Option. In the event the Interest Notice is timely provided by Grantor, Grantor and Grantee shall have forty-five (45) days to negotiate a definitive purchase and sale agreement for the Property and the purchase price, being the Fair Market Value of the Property, shall be determined as set forth below. The purchase and sale agreement shall be subject to the approval of the Jacksonville City Council, however, Grantee shall not be obligated to enter into the purchase and sale agreement. In the event the purchase and sale agreement is executed but the closing does not occur consistent with the terms thereof, Grantor shall have no further rights under this Repurchase Option.

The repurchase of the Property shall be consummated through an escrow agent selected by Grantor, at a time determined by the Grantor no later than ninety (90) days after the delivery of the Grantor's Interest Notice that it intends to exercise its repurchase rights. The Repurchase Price shall be payable in cash or other immediately available funds. The Repurchase Right shall run with and be a burden upon title to the Property, binding upon the Developer and any successor-in-title to the Property or any portion thereof until terminated in writing by Grantor pursuant to the terms of the Agreement. If Grantor exercises the Repurchase Right, Grantee shall execute and deliver to Grantor the Special Warranty Deed in the form attached hereto as **Exhibit B** ("Repurchase Deed"), in which case title to the Property shall be conveyed to Grantor. At the time of such conveyance to the Grantor, Grantee warrants that the title to the Property shall be free and clear of all mortgages, liens, encumbrances, and other title matters, except for those in existence immediately prior to the conveyance of the Property to Grantee or other matters consented to by Grantor. Current real property taxes and installments of special assessments shall be prorated as of the date of closing. The costs of closing and title shall be paid by Grantee, with the exception of Grantor's attorneys fees. In the event the Grantee timely Commences Construction of the Developer Improvements pursuant to the terms and conditions of the Agreement, then Grantor shall execute a recordable release of the Repurchase Right. Furthermore, in the event the purchase and sale agreement is executed but the closing does not occur consistent with the terms thereof through no fault of Grantee, Grantor shall have no further rights under this Repurchase Option, and Grantor shall execute a recordable release of the Repurchase Right.

The determination of the Fair Market Value of the Property shall be determined as set forth in this paragraph. Grantor shall select and hire a Florida licensed, MAI certified appraiser on Grantor's approved vendor's list and engaged at Grantor's expense (the "Grantor Qualified Appraiser"). Grantee shall select and hire at its expense a Grantee Qualified Appraiser to conduct its own appraisal. A "Grantee Qualified Appraiser" shall mean a third party that is not affiliated with Grantee that is a Florida licensed, MAI Certified appraiser with over ten (10) years of experience evaluating comparable properties. Such appointment shall be designated in writing by each party to the other. The Grantor Qualified Appraiser and Grantee Qualified Appraiser are collectively referred to as the "Qualified Appraisers". The Qualified Appraisers, after agreeing in writing to perform their duties with impartiality and fidelity, shall proceed to determine the Fair Market Value of the Property. In the event the higher fair market value of the two appraisals exceeds the lower fair market value by less than ten percent (10%), the appraisal process shall be concluded and the fair market value of the Property shall be the average of the values asset forth in the two appraisals. In the event the difference in fair market value of each appraisal is greater than ten percent (10%), and the Qualified Appraisers fail to agree within sixty (60) days upon the Fair Market Value of the Property, the Grantee shall select a third Florida licensed appraiser from the Grantor's approved vendor list (the "Third Appraiser"). Each of the Qualified Appraisers selected by the parties shall, within five (5) business days after selection of the Third Appraiser, submit to the Third Appraiser its good faith estimate of the fair market value of the

Property, which estimates must be approved in writing by the party that selected such appraiser (collectively, the "Estimates"). The Third Appraiser shall, within thirty (30) business days after receipt of the Estimates, select the Estimate that, in such Third Appraiser's good faith judgment, most accurately reflects the Fair Market Value of the Property. The decision of the Qualified Appraisers, or if such Qualified Appraisers fail to agree, the Third Appraiser, shall be in writing and in duplicate, one counterpart thereof to be delivered to each of the parties hereto. The decision of the Qualified Appraisers, or if such Qualified Appraisers fail to agree, the Third Appraiser, shall be binding, final and conclusive on the parties. Each party shall pay all costs, fees and expenses of the Qualified Appraiser they select and the parties shall share equally the costs, fees and expenses of the Third Appraiser, if necessary.

RESTRICTIVE COVENANT

The Developer Improvements to be constructed on Property shall comply the with the adopted Business Investment and Development Strategy for Downtown and Community Redevelopment Area Plan for the Northbank of Downtown, the Downtown Zoning Overlay, applicable design standards and other City codes, as the same may be amended or modified from time to time. This restrictive covenant shall run with and bind title to the Property.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name on the day and year first above written.

Signed, sealed and delivered
in the presence of:

____
Print Name:_______________________

____
Print Name:_______________________

CITY OF JACKSONVILLE,
FLORIDA

By: __________________________
Lenny Curry, Mayor

Attest:_________________________
James B. McCain, Jr.
Corporation Secretary

[Seal]

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this _____ day of __________, 2023, by Lenny Curry, as

Mayor, and James B. McCain, Jr., as Corporation Secretary, respectively, of the City of Jacksonville, Florida, a municipal corporation and a political subdivision of the State of Florida. They are ( ) personally known to me or ( ) have produced ______________________ as identification.

____

Notary Public

My commission expires:

FORM APPROVED:

____

Office of the General Counsel

Exhibit A to Quitclaim Deed

Property Description

EXHIBIT I

Temporary Construction Easement from Developer to City

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

John C. Sawyer, Jr.
Chief, Gov. Operations Dept.
City of Jacksonville
117 W. Duval St., Suite 480
Jacksonville, FL 32202

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (this "Easement Agreement") is made as of ____________ _____, 2023, by and between **AR POLAR JACKSONVILLE, LLC**, a Delaware limited liability company, whose address is 315 S. Biscayne Boulevard, 4th Floor, Miami, Florida 33131, hereinafter called the Grantor, and **CITY OF JACKSONVILLE**, a body politic and municipal corporation existing under the laws of the State of Florida, whose mailing address is c/o Downtown Investment Authority, 117 W. Duval Street, Suite 310, Jacksonville, Florida 32202, hereinafter called the Grantee.

WITNESSETH: in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be mutually bound do hereby agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors and assigns a temporary, non-exclusive easement for (i) the purposes of providing construction access to the property described in Exhibit A attached hereto and incorporated herein, for the purpose of constructing a marine fire station and related improvements thereon, and (ii) the purpose of providing construction access to certain property owned by the City and depicted on Exhibit B attached hereto and incorporate herein, for the purpose of constructing access improvements, utility improvements and other related improvements thereon, as more particularly depicted and described in Exhibit B attached hereto and incorporated herein (the "Festival Park Improvement") on, over, under, through, and across the following described land in Duval County, Florida:

See Exhibit C attached hereto and incorporated herein (the "Easement Premises").

2. Parking. Neither Grantee nor any successors, assigns, invitees, licensees, contractors or agents of Grantee shall have the right to park any vehicles on the Easement Area except so long as may be reasonably necessary to load and unload such vehicles, unless first approved in writing by Grantor.

3. Term of Easement. This Easement Agreement shall automatically expire and terminate upon the earlier of: (x) substantial completion of the Festival Park Improvements, or (y) April 30, 2025; provided however that upon the written request of the Grantor following either of the foregoing events, Grantee shall execute and deliver for recordation a termination of this Easement Agreement. "Substantially Completed", "Substantial Completion" or "Completion" means that all permits have been finalized, a certificate of substantial completion has been issued by the contractor, and the applicable improvements are available for use in accordance with their intended purpose. Prior to any construction, Grantee shall coordinate with Grantor regarding the schedule or schedules of the projected dates Grantee intends to utilize the Easement Area for construction access.

4. Indemnification. Grantee hereby agrees to and to cause its third party contractors performing work on the Project to (with the City named as intended third-party beneficiary), to indemnify, defend and save Grantor and its members, officers, employees, agents, successors-in-interest and assigns (the "Indemnified Parties") harmless from and against any and all claims, action, losses, damage, injury, liability, cost and expense of whatsoever kind or nature (including but not by way of limitation, attorneys' fees and court costs) arising out of injury or death to persons or damage to or loss of property arising out of or alleged to have arisen out of or occasioned by exercise by Grantee or its successors, assigns, contractors, employees, representatives, directors, officers, invitees or agents of the easement rights hereunder granted, except to the extent such injury or death to persons or damage to or loss of property shall have been caused by the negligence of the Indemnified Parties. This indemnity shall not be construed to alter, amend or expand the parameters of Section 768.28, Florida Statutes, as applicable. The provisions of this paragraph shall survive termination of this Easement Agreement.

5. Restoration and Repair. Grantee shall exercise a reasonable degree of care to prevent any damage to the Easement Area, and upon the termination of the Easement, the Easement Area shall be returned to Grantor in the same condition and state of repair as such property is in on the date hereof, ordinary wear and tear accepted. The provisions of this paragraph shall survive the termination of this Easement for a period of one year.

6. Insurance. Grantee's contractors and subcontractor shall maintain insurance in accordance with the requirements set forth in Exhibit D attached hereto and incorporated herein by this reference.

7. Successors and Assigns. The burdens of this Easement Agreement shall run with title to the Easement Area, and all benefits and rights granted hereunder shall be appurtenant to the interest of the parties hereto. This Easement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

8. Use; Compliance with Laws. Subject to the provisions hereof, Grantee shall have the right to use the Easement Premises for the purpose stated in paragraph 1 above and for no other purpose without the prior written consent of Grantor (which consent may be withheld in Grantor's sole discretion); provided, each of the rights and benefits granted herein shall include all those additional rights and benefits which are reasonably necessary for the full enjoyment thereof and are customarily incidental thereto. Grantor shall continue to enjoy the use of the Easement Premises for any and all purposes not inconsistent with Grantee's rights hereunder. Grantee shall comply with, and shall cause its contractors and subcontractors to comply with, all laws, rules and regulations, orders and decisions of all governmental authorities, respecting the use of and operations and activities on the Easement Premises, including, but not limited to, environmental, zoning and land use regulations. Grantee shall not make, suffer or permit any unlawful use of the Easement Premises, or any part thereof.

9. Construction Liens. Grantee shall have no authority, express or implied, without the express written consent of Grantor, to create or place or cause to be created or placed, any mechanic's, materialmen's or other lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the Easement Area and/or the interest of Grantor in the Easement Area or surrounding property of Grantor for any claim in favor of any person dealing with Grantee and/or improvements being constructed by Grantee, including, without limitation, those who may furnish materials or perform labor for any construction or repairs on or about the Grantee's property. Any violation of the foregoing shall be deemed a default of this Easement.

10. Remedies and Enforcement.

a. In the event of a breach by Grantor or Grantee of any of the terms, covenants, restrictions or conditions hereof, and upon the failure of a defaulting party to cure a breach of this Agreement within thirty (30) days following written notice thereof by the other party (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting party commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), the other party shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. In addition, the other party shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting party and be reimbursed by such defaulting party within ninety (90) days after delivery of written demand for the reasonable costs thereof. Notwithstanding the foregoing, in the event of an emergency, a party may immediately cure the same and be reimbursed by the other party within ninety (90) days after delivery of written demand for the reasonable cost thereof Notwithstanding the foregoing, in the event of an emergency, a party may immediately cure the same and be reimbursed by the other party ninety (90) days after delivery of written demand for the reasonable cost thereof.

b. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity. City's financial obligations in

connection with this Easement Agreement, if any, are subject to a lawful appropriation of funds therefor.

11. Severability. The invalidity of any provision contained in this Easement Agreement shall not affect the remaining portions of this Easement Agreement, provided that such remaining portions remain consistent with the intent of this Easement Agreement and do not violate Florida law, which law shall govern this Easement Agreement.

12. Construction. The parties acknowledge that each party has reviewed and revised this Easement Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement Agreement.

13. Notices. Any notice, demand, consent, authorization, request, approval or other communication (collectively, "Notice") that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the parties giving such Notice, and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service, or by registered or certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other parties and sent simultaneously as follows (or to such other place as any party may by Notice to the other specify):

To Grantor: AR Polar Jacksonville, LLC
315 S. Biscayne Blvd., 4th FL
Miami, FL 33131
Email: ________________
Attn: _________________

With a copy to:

To Grantee: City of Jacksonville
C/O Downtown Investment Authority
117 W. Duval Street, Suite 310
Jacksonville, Florida 32202
Attn: Lori Boyer
Email: boyerl@coj.net

With a copy to: Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Corporation Secretary

Notices shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of such non-acceptance. The parties hereto shall have the right

from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America, by at least ten (10) days written notice to the other party.

14. Modification and Waiver. This Agreement shall not be modified or amended and no waiver of any provision shall be effective unless set forth in writing and signed by both parties.

15. Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Any action or proceeding arising out of or relating to this Agreement shall be brought in Duval County, Florida, either in the State or Federal courts. Both parties hereby waive any objections to the laying of venue in any such courts.

16. Attorneys Fees. If any lawsuit, arbitration or other legal proceeding (including, without limitation, any appellate proceeding) arises in connection with the interpretation or enforcement of this Easement Agreement, each party shall be responsible for its own costs and expenses, including reasonable attorneys' fees, charges and disbursements incurred in connection therewith, in preparation therefor and on appeal therefrom.

17. Radon**.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon gas and radon testing may be obtained from your county health department.

18. Hazardous Materials. Grantee shall not permit any hazardous substances to be brought upon, kept, or used in or about the Easement Area without the prior written consent of Grantor.

19. WAIVER OF RIGHT TO TRIAL BY JURY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS EASEMENT AGREEMENT OR THE RELATIONSHIP OF THE PARTIES UNDER THIS EASEMENT AGREEMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION WITH THIS EASEMENT AGREEMENT.

[Signatures on following page.]

IN WITNESS WHEREOF, the Grantor and Grantee have signed and sealed these presents to be effective the day and year first written above.

ATTEST: CITY OF JACKSONVILLE

By:____________________________ ___________________________________

James R. McCain, Jr. Lenny Curry, Mayor

Corporation Secretary

Form Approved:

By:_____________________________

Office of General Counsel

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this ____ day of ___________, 2023, by Lenny Curry, Mayor, and James R. McCain, Jr., as Corporation Secretary, of the City of Jacksonville, Florida, a body politic and corporate of the State of Florida, on behalf of the City, who [_] is personally known to me or [_] has produced ________________________ as identification.

____
Name: _____________________________
NOTARY PUBLIC, State of Florida
Serial Number (if any) _______________
My Commission Expires: ____________

(SEAL)

GC-#1541907-v4-AR_Polar_-_Temporary_Construction_Easement_to_City.docx

AR POLAR JACKSONVILLE, LLC, a
Delaware limited liability company

By: ______________________________
Name:_________________________
Its: _________________________________

STATE OF FLORIDA)
COUNTY OF _______)

The foregoing instrument was acknowledged before me by means of [_] physical presence or [__] online notarization, this ____ day of ___________, 2023, by ________________, as ___________ of **AR POLAR JACKSONVILLE, LLC**, a Delaware limited liability company, on behalf of the company, who [__] is personally known to me or [_] has produced ________________________ as identification.

____
Notary Public, State of __________________
Printed Name: __________________________
Commission No.:_______________________
My commission expires:_________________

[NOTARIAL SEAL]

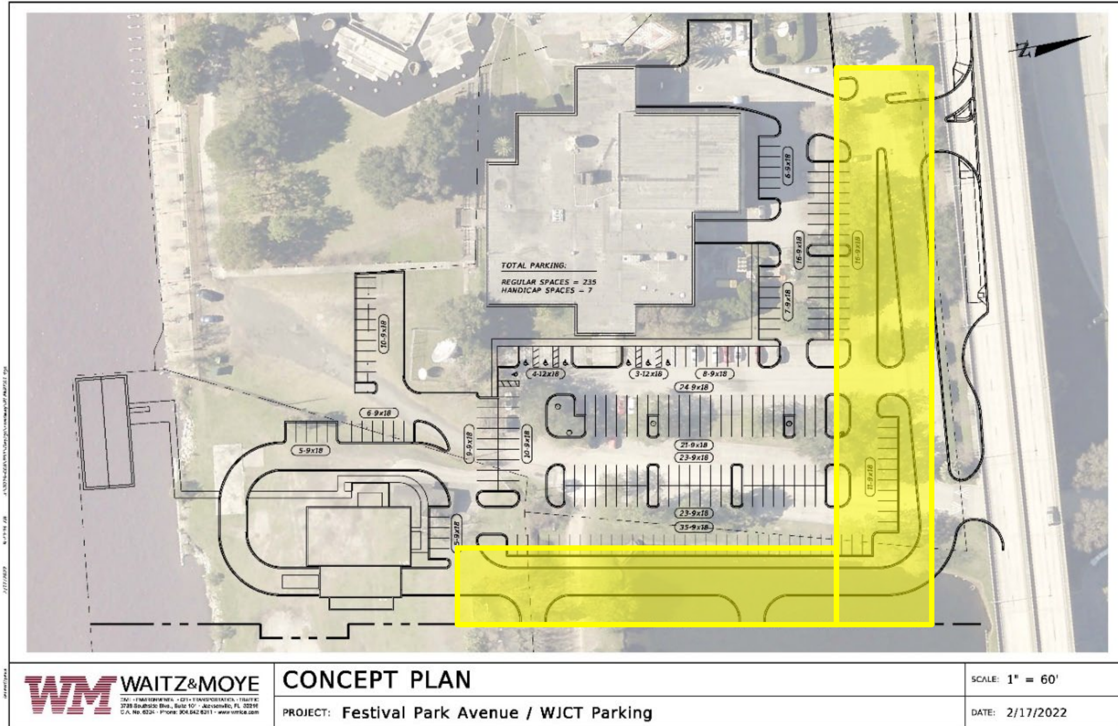
EXHIBIT A to Temporary Construction Easement

[*insert legal description for Fire Station Parcel*]

EXHIBIT B to Temporary Construction Easement

Festival Park Improvements

The design and construction of a dedicated public right-of-way, inclusive of signalized access to Gator Bowl Boulevard and utilities therein, providing access from Gator Bowl Boulevard, as generally shown below.



MAP SHOWING SKETCH AND DESCRIPTION OF

TEMPORARY ACCESS EASEMENT

A PORTION OF THE E. HUDNALL GRANT, SECTION 45, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PORTION OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 8003, PAGE 1434 AND OFFICIAL RECORDS 14238, PAGE 363 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF ADAMS STREET EAST (AN 80 FOOT RIGHT OF WAY) WITH THE WESTERLY RIGHT OF WAY LINE OF BRYAN STREET (AN 80 FOOT RIGHT OF WAY); THENCE NORTH 82°58'20" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF ADAMS STREET EAST, A DISTANCE OF 423.36 FEET TO THE POINT OF BEGINNING: THENCE SOUTHERLY AND WESTERLY ALONG THE CENTERLINE OF THE FOLLOWING DESCRIBED LANDS LYING 15 FEET LEFT AND 15 FEET RIGHT OF THE FOLLOWING FIVE COURSES AND DISTANCES; COURSE 1) THENCE SOUTH 6°11'00" WEST, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, ALONG A LINE LYING 27.00 FEET EASTERLY OF AND PARALLEL WITH THE DIVIDING LINE BETWEEN THE WESTERLY LINE OF SAID OFFICIAL RECORDS 14268, PAGE 363 AND THE EASTERLY LINE OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 12874, PAGE 257 OF SAID PUBLIC RECORDS, AND SAID OFFICIAL RECORDS 8003, PAGE 1434, A DISTANCE OF 651.21 FEET; COURSE 2) THENCE SOUTH 61°07'30" WEST, ALONG A LINE LYING 125.95 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE DIVIDING LINE BETWEEN THE NORTHWESTERLY LINE OF SAID OFFICIAL RECORDS 14268, PAGE 363 AND THE SOUTHEASTERLY LINE OF SAID OFFICIAL RECORDS 8003, PAGE 1434, A DISTANCE OF 432.95 FEET; COURSE 3) THENCE NORTH 90°00'00" WEST, A DISTANCE OF 75.95 FEET; COURSE 4) THENCE NORTH 63°28'47" WEST, A DISTANCE OF 142.47 FEET; COURSE 5) THENCE NORTH 82°53'27" WEST, ALONG A LINE LYING 33.26 FEET NORTHERLY OF AND PARALLEL WITH THE DIVIDING LINE BETWEEN THE NORTHERLY LINE OF SAID OFFICIAL RECORDS 14268, PAGE 363 AND THE SOUTHERLY LINE OF SAID OFFICIAL RECORDS 8003, PAGE 1434, A DISTANCE OF 295.87 FEET TO THE POINT OF TERMINUS. THE ABOVE DESCRIBED LANDS BEING BOUNDED ON THE NORTH BY THE SOUTHERLY RIGHT OF WAY LINE OF ADAMS STREET EAST AND BOUNDED ON THE WEST BY A LINE BEARING NORTH 10°47'28" EAST.

LESS AND EXCEPT THE PARCELS FOR PIER FOOTINGS AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 2410, PAGES 889-914 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

SUBJECT TO AN AERIAL EASEMENT AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 2410, PAGES 889-914 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

THE ABOVE DESCRIBED LANDS CONTAIN 1.10 ACRES, MORE OR LESS.

GATOR BOWL BOULEVARD (82' R/W)
HART EXPRESSWAY
AERIAL EASEMENT PER OFFICIAL RECORDS 2410, PAGES 889-914
OFFICIAL RECORDS 12874, PAGE 257
POINT OF BEGINNING
27.00'
15'
15'
ADAMS STREET EAST (80' R/W)
(BEARING BASE) N 82°58'20" W
423.36'
POINT OF REFERENCE INTERSECTION OF THE SOUTHERLY R/W LINE OF ADAMS STREET EAST WITH THE WESTERLY R/W LINE OF BRYAN STREET
651.21'
EASEMENT FOR INGRESS & EGRESS PER OFFICIAL RECORDS 12874, PAGE 257
S 6°11'00" W
BRYAN STREET (FORMERLY RIVER STREET, 80' R/W)
EXCEPTIONS FOR PIER FOOTINGS PER OFFICIAL RECORDS 2410, PAGES 889-914 (TYPICAL)
AERIAL EASEMENT PER OFFICIAL RECORDS 2410, PAGES 889-914
HART EXPRESSWAY
OFFICIAL RECORDS 8003, PAGE 1434 WITH EXCEPTIONS
CENTERLINE
125.95'
N 10°47'28" E
15'
15'
N 82°53'27" W
295.87'
33.26'
N 63°28'47" W
142.47'
N 90°00'00" W
75.95'
S 61°07'30" W
432.95'
OFFICIAL RECORDS 14238, PAGE 363
GRAPHIC SCALE
25 0 25 50
Scale in feet: 1"=50'

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GENERAL NOTES:

1. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY AND NO FIELD WORK WAS PERFORMED.
2. BEARINGS SHOWN HEREON BASED BASED ON THE NORTH AMERICAN DATUM OF 1983, FLORIDA EAST ZONE IN U.S. SURVEY FEET AND REFERENCED TO THE SOUTHERLY LINE OF ADAMS STREET EAST AS SOUTH 82°58'20" EAST.
3. THIS SKETCH WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE, THEREFORE THERE MAYBE EASEMENTS OF COVENANTS, AND RESTRICTIONS OR OTHER MATTERS OF PUBLIC RECORDS THAT MAY OR MAY NOT AFFECT THIS PARCEL.
4. THIS SKETCH WAS PREPARED FROM EXHIBIT PROVIDED.

CERTIFICATION
THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SKETCH DATA MEETS OR EXCEED STANDARDS OF PRACTICE FOR SURVEYING, IN THE STATE OF FLORIDA SET FORTH BY: CHAPTER NO. 5J-17 (.050-.052) OF THE FLORIDA ADMINISTRATIVE CODE (FAC) FOR LAND SURVEYORS IN THE STATE OF FLORIDA.

DANNY S. WHEELER
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 6902

DATE

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

G:\SHARED\Topo Field\field FY2022\Marine Fire Station No. 39 AR Polar Mar 2022

NO.	BY	DATE	REVISIONS
6.			
5.			
4.			
3.			

SURVEY DATA:	
DATA DISK NO.	PROJECT NAME
SURVEY BOOK NO.	PAGES
LEVEL BOOK NO.	PAGES
LAST DATE IN FIELD	

DESIGNER
DRAWN BY SCC
DATE
CHECKED BY
DATE

CITY OF JACKSONVILLE
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION, 214 N. HOGAN STREET, 10th FLOOR, JACKSONVILLE, FL. 32202 (904)255-8756

PROJECT NO.	
DATE	04/13/2022
SCALE	1" = 50'

TEMPORARY ACCESS EASEMENT

SHEET NO. 1 OF 1
DRAWING NO.
DRAWING FILE

EXHIBIT D to Temporary Construction Easement

Grantee's Contractor Insurance Requirements

Without limiting its liability under this Easement Agreement, Grantee shall cause its contractors at all times during the term of this Easement Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Easement Agreement (and Grantee shall require its, contractor, 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	Florida Statutory Coverage
Employer's Liability	$ 1,000,000 Each Accident
	$ 1,000,000 Disease Policy Limit
	$ 1,000,000 Each Employee/Disease

This insurance shall cover the Grantee and its 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 being completed via a form no more restrictive than the most recent version of ISO Form CG 2503

Grantee will require its contractors and subcontractors to continue to maintain products/completed operations coverage for a period of three (3) years after the final completion of the project. The amount of products/completed operations coverage maintained during the three 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 being completed.

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

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

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

Grantee will purchase or cause the general contractor to purchase Builders Risk/Installation Floater coverage. Such insurance shall be on a form acceptable to the 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 $100,000 deductible for other than water damage, flood, windstorm and hail. For flood, windstorm and hail coverage, the maximum deductible applicable shall be 5% of the completed value of the project. For Water Damage, the maximum deductible applicable shall not exceed $500,000. Named insured's shall be: Grantor, Grantee, the contractor and subcontractors, and their respective members, officials, officers, employees and agents, 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 $4,000,000 per Loss
$4,000,000 Annual Aggregate

Any entity hired to perform services on behalf of Grantee for work contemplated by the Easement 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 $2,000,000 per Loss
$2,000,000 Aggregate

Any entity hired to perform services as a part work contemplated by this this Easement 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 Easement Agreement.

Umbrella Liability $4,000,000 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 and shall be included in the Umbrella policy

In the event that any part of the work to be performed hereunder shall require the contractor or its subcontractors to enter, cross or work upon or beneath the property, tracks, or right-of-way of a railroad or railroads, the 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 the Grantor, and their respective members, officials, officers, employee and agents, Engineer, and Program Management Firm(s) (when program management services are provided).

The contractor shall not be permitted to enter upon or perform any work on the railroad's property until such insurance has been furnished to the satisfaction of the railroad. The insurance herein specified is in addition to any other insurance which may be required by the Grantor, 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 Grantor and Grantor's members, officials, officers, employees 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 Grantor and its members, officials, officers employees and agents.

C. Contractors', Subcontractors', and Vendors' insurance shall be primary to Grantees', and Grantee's Insurance shall be Primary with respect to Grantor's insurance or self-insurance. The insurance provided by the Grantee shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the Grantor or any Grantor's members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Easement Agreement shall remain the sole and exclusive responsibility of the named insured. Under no circumstances will the Grantor and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Easement Agreement.

E. Grantee's Insurance Additional Remedy. Compliance with the insurance requirements of this Easement Agreement shall not limit the liability of the Grantee or it contractors, subcontractors, employees or agents to the Grantor or others. Any remedy provided to Grantor or Grantor's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Easement Agreement or otherwise.

F. Waiver/Estoppel. Neither approval by Grantor nor failure to disapprove the insurance furnished by Grantee shall relieve Grantee of Grantee's full responsibility to provide insurance as required under this Easement Agreement.

G. Certificates of Insurance. Grantee shall provide the Grantor Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation.

H. 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.

I. Notice. The Grantee shall provide an endorsement issued by the insurer to provide the Grantor 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, the Grantee 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 the Grantee under this Easement Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the Grantor may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the Grantor also be named as an additional insured.

L. Special Provisions: Prior to executing this Easement Agreement, Grantee shall present this Easement Agreement and Exhibit D to its Insurance Agent affirming: 1) that the Agent has personally reviewed the insurance requirements of the Easement Agreement, and (2) that the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Grantee.