

## FOURTH AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS FOURTH AMENDMENT TO REDEVELOPMENT AGREEMENT (“Amendment”) is entered into and is effective as of \_\_\_\_\_, 2024 by and between CITY OF JACKSONVILLE, a municipal corporation and a political subdivision of the State of Florida (“City”), and COSENTINO INDUSTRIAL USA, LLC, a Delaware limited liability company (“Developer”). Capitalized terms used herein and not otherwise defined shall have the meaning as set forth in the Agreement, defined below.

### WITNESSETH:

**WHEREAS**, City and Developer entered into that certain Redevelopment Agreement dated May 31, 2023, City Contract number 230548, as amended by that First Amendment to Redevelopment Agreement dated effective July 31, 2023, as further amended by that Second Amendment to Redevelopment Agreement dated effective as of November 27, 2023, and as further amended by that certain Third Amendment to Redevelopment Agreement dated July 19, 2024 (collectively, the “Agreement”), regarding the acquisition and development by Developer of certain real property located in Cecil Commerce Center, south of I-10 and west of State Road 23 S in Jacksonville, Florida, as more particularly described in the Agreement; and

**WHEREAS**, as a result in part due to unanticipated cost increases in connection with the Utility Improvements portion of the project, the City and Developer desire for the City and JEA to consolidate and re-bid the Utility Improvements project and Access Road Extension Project (the “Road and Utility Project”) as a joint City/JEA funded project; accordingly the City and Developer desire to: (i) amend the definition of Utility Improvements to clarify certain rights and recognize the Developer will not be entering into an agreement with JEA with respect to the construction of the Utility Improvements; (ii) amend Section 4.1 of the Agreement to combine the Utility Improvements project and the Access Road Extension Project into a single, JEA/City funded project; (iii) amend the Developer’s contingency condition requiring the JEA Utility Improvements Fund Agreement has been duly executed prior to closing; (iv) extend the outside closing date to January 24, 2025; and (v) extend certain other dates in the Agreement to align with the foregoing dates, with all other terms and conditions of the Agreement remaining unchanged.

**NOW, THEREFORE**, for and in consideration of Ten Dollars (\$10.00) and the premises, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, City and Developer covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and hereby incorporated herein by this reference.

2. Amendment to Section 1.1(b)(3) of the Agreement. Section 1.1(b)(3) of the Agreement is hereby deleted in its entirety and replaced with the following language:

“(3) Construction and completion of the Utility Improvements to be funded by the City and JEA and work performed by or on behalf of JEA, as defined in Section 2.32 below and more particularly described on Exhibit E attached hereto;”

3. Amendment to Section 2.15 of the Agreement. Section 2.15 of the Agreement is hereby deleted in its entirety.

4. Amendment to Section 2.32 of the Agreement. Section 2.32 of the Agreement is hereby deleted in its entirety and replaced with the following language:

“2.32 Those certain sewer and water utilities to extend the existing lines to the Project Parcel as further described on Exhibit E attached hereto, to be designed and constructed by JEA, pursuant to a separate agreement between the City and JEA.

5. Project Performance Schedule. Section 4.1 of the Agreement is hereby deleted in its entirety and replaced with the following language:

“4.1 Project Performance Schedule.

The City and the Developer have jointly established the following dates for the Developer’s and the City’s obligations under this Agreement (collectively, the “Performance Schedule”):

(a) The City shall:

(1) Use commercially reasonable efforts to Substantially Complete the City Wetlands Mitigation by December 31, 2023;

(2) Use commercially reasonable efforts to Commence Construction of the Access Road Extension Project and Utility Improvements within twelve (12) months of the date of Closing on the Project Parcel;

(3) Use commercially reasonable efforts to Substantially Complete the Access Road Extension Project and Utility Improvements project by November 30, 2026;

(4) Provided Developer has provided 60% engineered design plans for the rail component within the Initial Improvements on or before June 30, 2025 to the City, use commercially reasonable efforts to Substantially Complete the Rail Extension Project as described on Exhibit D attached hereto by June 30, 2026;

(b) Developer shall use commercially reasonable efforts to obtain permits as necessary to Commence Construction of the Initial Improvements by June 1, 2027 and continue to Substantial Completion thereof without any Impermissible Delays.

(c) Developer shall Commence Construction of the Initial Improvements by July 1, 2027 (the “Commencement of Construction Date”), and construction of the Initial Improvements thereafter shall proceed without any Impermissible Delays through Substantial Completion thereof.

(d) Developer shall have Substantially Completed construction of the Initial Improvements by no later than March 31, 2030 (the “Completion Date”); provided, however, the parties acknowledge and agree that the machinery and equipment will be installed within six (6) months after the Completion Date.

(e) The Developer shall create 180 New Jobs at the Project Parcel on or before the date of Substantial Completion of the Initial Improvements (including the installation of all machinery and equipment for the production line(s) comprising the Initial Improvements).

The parties acknowledge that the various construction obligations of each party herein are contingent at times upon the completion of certain obligations of the other party, and the parties agree to work together in good faith to assist the other in meeting the foregoing construction milestones. Notwithstanding anything herein to the contrary, each of the foregoing time-frames in subsections (a) through (e) above shall be extended on a day for day basis due to (i) Force Majeure Events; or (ii) delay caused by (A) the City as to those milestones which are the obligation of the Developer; and (B) the Developer as to those milestones which are the obligation of the City (each, a “Construction Delay”). The affected party promptly shall advise the other party as to any such claim for delay. For purposes of clarity, a Construction Delay shall include a delay caused by the acts of any third party performing a construction obligation on behalf of the City and/or Developer, as applicable (by way of example only, delays due to the acts or omissions of JEA or CSX).

The City and the Developer have approved the foregoing Performance Schedule. By the execution hereof, and subject to the terms of this Agreement, the Developer and the City hereby agree to undertake and complete the construction and development of the Project and the City Projects, as applicable, in accordance with this Agreement and the Performance Schedule, and to comply with all of the Developer’s and City’s obligations set forth herein. The Economic Development Officer of the OED may extend any date within the Performance Schedule for up to one year (1) year in his sole discretion for good cause shown by Developer. For purposes of clarity, the cumulative extensions granted by the OED pursuant to this paragraph may not extend more than one (1) year. Except as may otherwise be expressly permitted in this Agreement and subject to extension for a Construction Delay, in no event will the Performance Schedule be further modified without the prior approval of the City Council.

6. Section 5.2(h) Developer’s Contingency Conditions. Section 5.2(h) is hereby deleted in its entirety and replaced with the following language:

“(h) Developer’s Contingency Conditions.

(i) The Temporary Access and Construction Easement has been duly executed by the parties thereto (and provided any delay in entering into such agreements is not caused by the action or inaction of the Developer);

(ii) The City Wetlands Mitigation is completed in accordance with the terms and conditions of this Agreement;

(iii) The City shall have executed and recorded that certain Partial Release of Amended and Restated Declaration of Covenants and Restrictions for Cecil

Commerce Center (the "Amended Covenants and Restrictions") in the form attached hereto as **Exhibit P** (subparagraphs [i], [ii], and [iii], collectively, the "Developer Contingencies")."

7. Section 5.3(a) Closing. Section 5.3(a) of the Agreement is hereby deleted in its entirety and replaced with the following language:

“(a) Closing. Subject to any extensions provided pursuant to the terms of this Agreement, the closing (the "Closing") shall be held at the offices of City's counsel via mail-away closing commencing at 10:00 a.m. and concluding no later than 3:00 p.m. on or before January 24, 2025 (the "Closing Date"). Notwithstanding the foregoing, Developer shall not be obligated to close until such time as the Developer Contingencies are satisfied.”

8. Section 7.1; Recaptured Enhanced Value Program; Amount. The first paragraph of Section 7.1 of the Agreement is hereby deleted in its entirety and replaced with the following language:

“7.1 **Recaptured Enhanced Value Program; Amount**.

The City shall make a Recapture Enhanced Value grant ("REV Grant") to the Developer, in a total amount not to exceed \$12,000,000 in accordance with Section 7.3 below, partially payable beginning in the first year following the Completion of Construction of the Initial Improvements at the Phase I Parcel and its inclusion on the City tax rolls at full assessed value (the "Initial Year") and ending ten (10) years thereafter, but not later than 2040, payable in Fiscal Year 2040/2041 (the "Final Year"), all as more fully described below in this Article 7.”

9. Section 11.2(c) Specific Defaults. Section 11.2(c) of the Agreement is hereby deleted in its entirety and replaced with the following language:

“(c) if, by March 31, 2030, the Developer fails to invest or cause the investment of at least \$240,000,000 of private funding in the Project, the REV Grant will be proportionately reduced. If, by March 31, 2030, the Developer fails to invest or cause the investment of at least \$200,000,000 of private funding in the Project, the REV Grant will be terminated. The reduction and/or termination of the REV Grant shall be the City's sole and exclusive remedy for Developer's failure to meet these investment benchmarks. For purposes of clarity, the parties acknowledge and agree that, so long as the machinery and equipment necessary for the operation of the product line(s) are installed, the value of such machinery and equipment shall be included in the calculation of the investment, regardless of whether Developer has leased, purchased or financed the purchase of such machinery and equipment.”

10. Exhibit E to Agreement. Exhibit E to the Agreement is hereby deleted in its entirety and replaced with the **Exhibit E** attached hereto and incorporated into this Amendment by reference.

11. Exhibit F to Agreement. Exhibit F to the Agreement is hereby deleted in its entirety

and replaced with the **Exhibit F** attached hereto and incorporated into this Amendment by reference.

12. Ratification. As expressly modified by this Amendment, the Agreement is hereby ratified and confirmed by City and Developer.

13. Counterparts. This Amendment may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement. Delivery of a counterpart by pdf signatures or other electronic means (including e-mail) shall be valid and binding for all purposes.

City and Developer have executed this Amendment the day and year above written.

**“CITY”**

CITY OF JACKSONVILLE

By: \_\_\_\_\_  
Donna Deegan  
Mayor

ATTEST:

By: \_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

Form Approved:

\_\_\_\_\_  
Office of General Counsel

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**“DEVELOPER”**

COSENTINO INDUSTRIAL USA, LLC,

By: C & C North America, Inc., a Delaware corporation, its Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Exhibit E to Amendment

## Utility Improvements



<b>EX-018</b> JEA OFFSITE UTILITY CONDUITS	SHEET NO. 18 TOTAL SHEETS 18	<b>PROJECT RAPTOR STONE</b> 4180 SW 14, JACKSONVILLE, FL 32211	<b>THE HASKELL COMPANY</b> FLORIDA  111 Riverside Avenue Jacksonville, Florida 32202 Phone # 904 797-4300	SHEET 18
	DATE: 08/14/18 DRAWN BY: [Redacted] CHECKED BY: [Redacted]	SCALE: AS SHOWN PROJECT NO.: [Redacted]	CLIENT: [Redacted]	PROJECT: [Redacted]

**High-Level Summary of Project:**

1. Water: Approximately 4000 linear feet of 20" water main installed in or adjacent to the JEA electric transmission property, from the existing 30" water main at the existing water treatment plant, and providing service to the site on the western boundary of the site, more or less as shown on the attached depictions.
2. Sewer: Approximately 10,000 linear feet of 12" PVC force main installed in close proximity to Logistics Lane, with a connection to an existing 16" PVC force main located near POW MIA Memorial Parkway and Waterworks Street; and then connecting along the eastern boundary of the site, more or less as shown on the attached depictions, with JEA being deeded a parcel (approximately 100' x 100' in size) near the eastern boundary of the site (as generally depicted on the attached depictions), to accommodate the new force main infrastructure and sanitary sewer lift station.

**Detailed Summary of Project:**

**JEA Project No: 8008786- Water Main Extension-** More or less as described in the construction drawings prepared by ETM on July 12, 2024, as amended from time to time, and further identified as ETM Project No. 19-292-50 and more or less in the location depicted below:



**JEA Project No: 8008787- Force Main Extension-** More or less as described in the construction drawings prepared by ETM on July 12, 2024, as amended from time to time, and further identified as ETM Project No. 19-292-50 and more or less in the location depicted below:





**Exhibit F to Amendment**

**Quitclaim Deed with Right of Repurchase**

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**

**This Quit-Claim Deed with Right of Repurchase** (“Deed”) is made this \_\_\_\_ day of \_\_\_\_\_, 202\_ (the “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 **COSENTINO INDUSTRIAL USA, 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”):

See Exhibit A attached hereto and incorporated herein by this reference.

**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 use, benefit and behoof of Grantee, its successors and assigns forever.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS

OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) GOVERNMENTAL RIGHTS OF POLICE POWER OR EMINENT DOMAIN, (G) DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS: (1) NOT KNOWN TO GRANTOR AND NOT SHOWN BY THE PUBLIC RECORDS BUT KNOWN TO GRANTEE AND NOT DISCLOSED IN WRITING BY THE GRANTEE TO THE GRANTOR PRIOR TO THE DATE HEREOF, (2) RESULTING IN NO LOSS OR DAMAGE TO GRANTEE, OR (3) ATTACHING OR CREATED SUBSEQUENT TO THE DATE HEREOF, (H) VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE, (I) ALL MATTERS THAT WOULD BE DISCLOSED BY A CURRENT SURVEY OF THE PROPERTY, (J) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (K) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (L) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS AS DEFINED IN THE AGREEMENT (AS DEFINED HEREIN) PURSUANT TO WHICH THIS QUITCLAIM DEED IS DELIVERED. GRANTEE FURTHER ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CONVEYANCE OF THE PROPERTY IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

### **RIGHT OF REPURCHASE**

Grantor and Grantee are parties to that certain Redevelopment Agreement dated May 31, 2023, as amended (the "Agreement"), which requires Grantee to construct on the Property certain Initial Improvements (as defined in the Agreement). The Agreement requires Grantee to Commence Construction of the Initial Improvements (as defined in the Agreement) by no later than July 1, 2027 (the "Commencement Deadline") as such date may be extended by Force Majeure Events or Construction Delays (each as defined in the Agreement), in which event the Commencement Deadline shall toll on a day for day basis, or as otherwise extended pursuant to the terms of the Agreement. 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 may begin and proceed to completion without foreseeable interruption (subject to Force Majeure Events and Construction Delays), and (ii) has demonstrated it has the financial commitments and resources to complete the construction of the Initial Improvements as may be approved by the Office of Economic Development (OED) 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 OED in its reasonable discretion) of such improvements on an ongoing basis without any Impermissible Delays (as defined in the

Agreement). In the event that Grantee does not Commence Construction of the Initial Improvements pursuant to the terms of the Agreement (subject to Force Majeure Events and/or Construction Delays) on or before the date that is one (1) year from the Commencement Deadline (i.e., July 1, 2028), the City has the right and option (the “Initial Repurchase Right”) to purchase the Property and all improvements located thereon for the Purchase Price (as defined in the Agreement) which Initial Repurchase Right may be exercised by delivering written notice of such intent to Grantee within one hundred twenty (120) days after the Commencement Deadline (the “Notice”). If Grantor fails to provide the Notice within such 120-day period, this Initial Repurchase Right automatically shall terminate. The Initial Repurchase Right shall run with and be a burden upon title to the Property, binding upon the Grantee and any successor-in-title to the Property or any portion thereof until terminated as provided herein. If Grantor timely exercises the Initial Repurchase Right, Grantee shall execute and deliver to Grantor the Special Warranty Deed in the form attached hereto as **Exhibit B**, in which case title to the Property shall be conveyed to Grantor. 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 Notice. The Repurchase Price shall be payable in cash or other immediately available funds. Title to the Property shall be subject to all permitted title exceptions as existed on the date the Property was conveyed from Grantor to Grantee, except delinquent real property taxes or installments of special assessments. Any mortgage or liens, including potential mechanics liens or other liens outstanding on the Property, shall be discharged by the Grantee on or before the closing hereunder. 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, except that the City shall be responsible for the payment of its own attorneys’ fees.

In the event the Grantee timely Commences Construction of the Initial Improvements pursuant to the terms and conditions of the Agreement, or upon the expiration of Grantor’s right to exercise its Initial Repurchase Right as set forth herein, the Initial Repurchase Right herein granted to the Grantor automatically and forever shall terminate and the Grantor shall be obligated to deliver to the Grantee a partial release of right of reverter in recordable form further evidencing the termination of the Initial Repurchase Right.

In addition, in the event Grantee has not Commenced Construction of the Phase II Improvements by March 31, 2036 (the “Overall Development Deadline”), then the City shall have a repurchase right with respect to the Remaining Parcel (as defined in the Agreement) that remain undeveloped (and are not otherwise serving the Grantee’s business operations on the developed portion of the Property) (the “Second Repurchase Right”), which Second Repurchase Right may be exercised by delivering written notice of such intent to Grantee within one hundred twenty (120) days after the Overall Development Deadline (the “Second Notice”). If Grantor fails to provide the Second Notice within such 120-day period, this Second Repurchase Right automatically shall terminate. The Second Repurchase Right shall run with and be a burden upon title to the Property, binding upon the Grantee and any successor-in-title to the Property or any portion thereof that includes the Remaining Parcel until terminated as provided herein. In the event that the Second Repurchase Right is exercised by the City, the terms of the conveyance shall be as set forth above, except that the Purchase Price shall be pro-rated based on the actual acreage of the portion of the Remaining Parcel being conveyed to the City. All closing costs for the conveyance of the balance of the Remaining Parcel shall be the responsibility of the Grantee, except the City shall be responsible for the payment of its own attorney fees. For purposes of

clarity, in no event shall the City's Second Repurchase Right include any portion of the Property that has been developed or otherwise is required for Grantee's on-going operations of the developed portion of the Property (e.g., necessary easement areas and stormwater facilities).

In the event Grantee timely Commences Construction of the Phase II Improvements in accordance with the Agreement or upon the expiration of Grantor's right to exercise its Second Repurchase Right as set forth herein, the Second Repurchase Right herein granted to the Grantor automatically and forever shall terminate and the Grantor shall be obligated to deliver to the Grantee a release of right of reverter in recordable form further evidencing the termination of the Grantor's Second Repurchase Right.

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

GRANTOR:

Signed, sealed, and delivered  
in the presence of:

CITY OF JACKSONVILLE,  
FLORIDA

\_\_\_\_\_  
Print Name:\_\_\_\_\_

By: \_\_\_\_\_  
Donna Deegan, Mayor

\_\_\_\_\_  
Print Name:\_\_\_\_\_

Attest: \_\_\_\_\_  
James R. 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 \_\_\_\_\_, 202\_, by Donna Deegan, as Mayor, and James R. 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

GRANTEE:

COSENTINO INDUSTRIAL USA, LLC

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Print Name:\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name:\_\_\_\_\_

[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 \_\_\_\_\_, 202\_, by \_\_\_\_\_, the  
\_\_\_\_\_ of \_\_\_\_\_. He or she is ( ) personally known to me or ( ) has  
produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My commission expires:

**Exhibit A to Quitclaim Deed**

Property Description

[To be inserted after confirmation by survey.]

**Exhibit B to Quit Claim Deed**

**Repurchase Deed**

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.:** \_\_\_\_\_

**SPECIAL WARRANTY DEED**

This Special Warranty Deed is made this \_\_\_\_\_ day of \_\_\_\_\_ 202\_ by **COSENTINO INDUSTRIAL USA, 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 the 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; provided, however, this reference shall not serve to reimpose the same.

*[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:**

**COSENTINO INDUSTRIAL USA, LLC** a  
Delaware limited liability company

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 to Special Warranty Deed**

Property Description

[To be inserted after confirmation by survey]