

This Document Prepared by:
Lawsikia Hodges, Esq.
City of Jacksonville
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

AIR RIGHTS EASEMENT

THIS AIR RIGHTS EASEMENT (this “Easement”) is made this ____ of _____ 2021, by and between the **CITY OF JACKSONVILLE**, a municipal corporation and political subdivision of the State of Florida, whose address is 117 W. Duval Street, Suite 480, Jacksonville, Florida 32202 (“Grantor”); and **234A, LLC**, a Florida limited liability company, whose address is 381 Pablo Point Drive, Jacksonville, Florida 32225 (“Grantee”).

RECITALS:

- A. Grantor is the owner of the property described on **Exhibit “A”** attached hereto (the “Easement Area”).
- B. Grantee is the owner of property described on **Exhibit “B”** attached hereto (the “Benefited Property”).
- C. The parties wish to enter into this Easement to grant to Grantee certain easements over, across and through the Easement Area for the benefit of the Benefited Property.

NOW, THEREFORE, for and in consideration of the agreements set forth herein, the receipt and sufficiency of which consideration are hereby acknowledged, the parties agree as follows:

- 1. **Recitals.** The recitals above are true and correct and by this reference are incorporated as a material part of this Easement.
- 2. **Easement; Work.** Subject to the terms of this Easement, Grantor hereby grants to Grantee, for the benefit of the Benefited Property and any uses of the Benefited Property authorized under the applicable laws, codes, and ordinances from time-to-time, an exclusive and unobstructed easement over, across, above and through the Easement Area, for the purposes of (i) installation, modification, maintenance, repair and replacement of elevated balconies and related support improvements, and (ii) use of such balconies for purposes of pedestrian ingress and egress over, across and through the Easement Area to and from the Benefited Property in accordance with the terms and conditions hereof. Included as part of this easement is the express right to construct column(s) and supporting structures in locations substantially similar to those shown in **Exhibit “A-1”** and substantially in accordance with Balcony Footing Detail attached hereto as **Exhibit “A-2”**.

The term of this Easement shall be for so long as Grantee uses the Easement Area for the purposes granted. If Grantee removes all its improvements in the Easement Area and fails to replace the improvements within 360 days after completion of removal (subject to reasonable extension for events of Force Majeure), this easement shall automatically terminate. Thereafter, on demand of Grantor, Grantee shall deliver to Grantor its quitclaim of the Easement Area or such other evidence of termination of this Easement, which shall be recorded in the Public Records of Duval County, Florida.

Grantee shall be responsible for the installation, construction, maintenance, removal and replacement, at Grantee's sole cost and expense, of the balconies and related support improvements to be constructed within the Easement Area (the "Work"). Prior to commencement of the Work or any subsequent modification, Grantee shall obtain all necessary permits and approvals from all governmental and quasi-governmental authorities, agencies, departments, boards, bureaus, instrumentalities or political subdivisions (including, without limitation, the Downtown Development Review Board) in accordance with all applicable laws, codes, rules and regulations. The Work, and any modifications thereto, shall be constructed in compliance with all applicable federal, state, and local laws, codes, rules and regulations. This Easement is granted by Grantor in its proprietary capacity and not in its regulatory capacity. Nothing in this Easement shall be construed as a permit for the Work and use of the Easement Area by Grantee.

3. **Maintenance; Property Damage.** Grantee shall maintain, at Grantee's sole cost and expense, all improvements installed by or through Grantee under Section 2 above in a good order and condition, ordinary wear and tear excepted. Grantee shall promptly repair, at Grantee's sole cost and expense, any damage to property owned by Grantor arising out of Grantee's rights or activities related to the Easement Area, including, without limitation, the performance of the Work. If at any time Grantee fails to maintain the foregoing improvements, or adhere to its duties and obligations as required by this Easement, after thirty (30) days' written notice from Grantor, Grantor may (but without any obligation to do so), initiate and complete the repair or maintenance at its own expense and recover from Grantee the cost of such repair or maintenance within thirty (30) days of demand thereof, together with interest thereon from the date of demand at the highest rate allowed by law.

4. **Indemnification; Insurance.** Grantee shall comply with the indemnity and insurance requirements attached hereto as **Exhibit "C"** and **Exhibit "D"**, respectively.

5. **Liens.** If a lien is filed against any portion of the Easement Area in connection with any work performed by Grantee or their contractors, agents, successors or assigns, then Grantee shall promptly satisfy and discharge such lien or transfer such lien to other security.

6. **Default.** A default by a party under this Easement shall entitle the party benefited by the applicable covenant(s) to all remedies available under this Easement and at law or in equity, all such remedies being cumulative.

7. **Reservation of Rights.** The Grantor hereby reserves to itself all rights and privileges in and to the Easement Area not inconsistent herewith and as may be used and enjoyed without interfering or abridging the rights hereby conveyed.

8. **Controlling Law.** This Easement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

9. **Binding Effect.** This Easement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall be appurtenant to and binding upon the parcels of land described herein and shall run with title to the land.

10. **Amendments.** Amendments to the provisions contained in this Easement may be made only by an instrument in writing which is executed by the then-owners of the Easement Area and the Benefited Property.

11. **Force Majeure.** As used herein, “Force Majeure” shall mean acts of God, earthquakes, blizzards, tornados, hurricanes and tropical storms, fire, flood, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, public enemy, terrorist attacks, war (declared or undeclared), landslides, explosions, epidemics, compliance with any order, ruling, injunction or decree by any court, tribunal or judicial authority of competent jurisdiction or inability to obtain necessary materials or supplies after the exercise of reasonable efforts, delay in granting any required consent or approval by the party entitled to so grant within the time frame required herein, or any other matter beyond the reasonable control of the party obligated to perform. The party whose performance is delayed shall have commenced and diligently pursue all reasonable and available means and measures necessary to minimize or eliminate such delay resulting from any such causes or conditions. The party whose performance is delayed shall give written notice of any such delay to the other party within five (5) days of such party’s actual knowledge of the occurrence of such Force Majeure event.

12. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement.

[Signature pages to follow.]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement as of the day and year first above written, pursuant to the authority of Ordinance _____.

Signed, sealed and delivered
in the presence of:

Name Printed: _____

Name Printed: _____

GRANTOR:

CITY OF JACKSONVILLE, a municipal corporation and political subdivision of the State of Florida

By: _____
Lenny Curry as Mayor

James R. McCain, Corporation Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, for and on behalf of Mayor Lenny Curry, as aforesaid, and James R. McCain, Jr., as Corporation Secretary, on behalf of the **CITY OF JACKSONVILLE**, a Florida municipal corporation and political subdivision, who are [] personally known to me or [] has produced _____ as identification.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

Form Approved:

Office of General Counsel

Signed, sealed and delivered
in the presence of:

Name Printed: _____

Name Printed: _____

GRANTEE:

234A, LLC, a Florida limited liability company

By: _____

Print name: _____

Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021,
by _____, as _____ of **234A, LLC**, a Florida limited liability
company, on behalf of the company. Such person [] is personally known to me or [] has produced
_____ as identification.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

EASEMENT AREA LEGAL DESCRIPTION

[See attached page, immediately following]

MAP OF

AIR RIGHTS EASEMENT

THE VERTICAL BOUNDARIES OF THE AIRSPACE ARE PLANES THAT ARE PERPENDICULAR TO THE LOWER HORIZONTAL BOUNDARY AND CONTAINED WITHIN THE PERIMETER OF THE LANDS DESCRIBED HEREON: THE AIRSPACE WITHIN THE LOWER HORIZONTAL AND THE UPPER HORIZONTAL BOUNDARIES THAT IS ENCLOSED BY THE VERTICAL BOUNDARIES DESCRIBED IS BOUNDED AT AN AIR SPACE ELEVATION BETWEEN A NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88), ELEVATION 11.5 TO 48.0 FEET. WITHIN AND BY A HORIZONTAL PLANE DEFINED AS:

HORIZONTAL PLANE DESCRIPTION:

BEING PART OF THE NORTHERLY ONE HALF OF MONROE STREET (A 60 FOOT RIGHT OF WAY, NOW CLOSED PER ORDINANCE 200-241-E) ACCORDING TO DEED BOOK "Q", PAGE 664, OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF EAST MONROE STREET AND THE WEST LINE OF A. PHILIP RANDOLPH BOULEVARD, FORMERLY FLORIDA AVENUE; THENCE NORTHERLY ALONG THE NORTHERLY EXTENSION OF SAID WEST LINE OF SAID A. PHILIP RANDOLPH BOULEVARD, A DISTANCE OF 31.00 FEET TO A POINT ON A LINE LYING 1.00 FOOT NORTH OF AND PARALLEL WITH THE FORMER CENTERLINE OF MONROE STREET AND THE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID LINE LYING NORTH OF AND 1.00 FOOT PARALLEL WITH THE FORMER CENTERLINE OF MONROE STREET, A DISTANCE OF 35.55 FEET; THENCE NORTH 2.00 FEET TO A POINT ON A LINE LYING 3.00 FEET NORTH OF AND PARALLEL WITH THE FORMER CENTERLINE OF MONROE STREET; THENCE WESTERLY ALONG SAID LINE LYING NORTH OF AND 3.00 FEET PARALLEL WITH THE FORMER CENTERLINE OF MONROE STREET, A DISTANCE OF 32.00 FEET; THENCE SOUTH 2.00 FEET TO A POINT ON A LINE LYING 1.00 FOOT NORTH OF AND PARALLEL WITH THE FORMER CENTERLINE OF MONROE STREET; THENCE WESTERLY ALONG SAID LINE LYING NORTH OF AND 1.00 FOOT PARALLEL WITH THE FORMER CENTERLINE OF MONROE STREET, A DISTANCE OF 38.00 FEET; THENCE SOUTHERLY 1.00 FOOT TO A POINT LYING ON THE FORMER CENTERLINE OF MONROE STREET; THENCE EASTERLY ALONG SAID FORMER CENTERLINE OF MONROE STREET, A DISTANCE OF 105.54 FEET; THENCE NORTHERLY, ALONG THE NORTHERLY EXTENSION OF SAID WEST LINE OF A. PHILIP RANDOLPH BOULEVARD, 1.00 FOOT TO THE POINT OF BEGINNING.

8.0' AIR RIGHTS EASEMENT

THE VERTICAL BOUNDARIES OF THE AIRSPACE ARE PLANES THAT ARE PERPENDICULAR TO THE LOWER HORIZONTAL BOUNDARY AND CONTAINED WITHIN THE PERIMETER OF THE LANDS DESCRIBED HEREON: THE AIRSPACE WITHIN THE LOWER HORIZONTAL AND THE UPPER HORIZONTAL BOUNDARIES THAT IS ENCLOSED BY THE VERTICAL BOUNDARIES DESCRIBED IS BOUNDED AT AN AIR SPACE ELEVATION BETWEEN A NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88), ELEVATION 11.5 TO 48.0 FEET. WITHIN AND BY A HORIZONTAL PLANE DEFINED AS:

HORIZONTAL PLANE DESCRIPTION:

BEING A PORTION OF A. PHILIP RANDOLPH BOULEVARD, FORMERLY FLORIDA AVENUE, ACCORDING TO DEED BOOK "Q", PAGE 664, OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF EAST MONROE STREET AND THE WEST LINE OF A. PHILIP RANDOLPH BOULEVARD, FORMERLY FLORIDA AVENUE; THENCE NORTHERLY ALONG THE NORTHERLY EXTENSION OF SAID WEST LINE OF SAID A. PHILIP RANDOLPH BOULEVARD, A DISTANCE OF 31.00 FEET TO A POINT ON A LINE LYING 1.00 FOOT NORTH OF AND PARALLEL WITH THE FORMER CENTERLINE OF MONROE STREET AND THE POINT OF BEGINNING; THENCE EASTERLY, ALONG AN EASTERLY EXTENSION OF LAST SAID LINE, A DISTANCE OF 8.00 FEET TO A POINT LYING 8.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF A. PHILIP RANDOLPH BOULEVARD, FORMERLY FLORIDA AVENUE; THENCE SOUTHERLY, ALONG SAID LINE LYING 8.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF A. PHILIP RANDOLPH BOULEVARD, A DISTANCE OF 116.47 FEET; THENCE WESTERLY, PERPENDICULAR TO THE WEST LINE OF A. PHILIP RANDOLPH BOULEVARD, A DISTANCE OF 8.00 FEET TO A POINT ON SAID WEST LINE OF A. PHILIP RANDOLPH BOULEVARD; THENCE NORTHERLY, ALONG SAID WEST LINE OF A. PHILIP RANDOLPH BOULEVARD AND ITS NORTHERLY EXTENSION, A DISTANCE OF 116.47 FEET TO THE POINT OF BEGINNING.

APPROVED
DESCRIPTION AGREES
WITH MAP
CITY ENGINEERS OFFICE
TOPO/SURVEY BRANCH
By: [Signature] Date: 7-19-21

[Signature]
STEPHEN W. CREWS, P.S.M.
FLA. LIC. SURVEYOR AND MAPPER No. 5996
FLA. LIC. SURVEYING AND MAPPING BUSINESS No. 3672

SEE SHEET 2 OF 2 FOR SKETCH.

"NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER"

CHECKED BY: _____
DRAWN BY: K LW
FILE #: 2021-1052

BOATWRIGHT LAND SURVEYORS, INC.
1500 ROBERTS DRIVE
JACKSONVILLE BEACH, FLORIDA 241-8550

DATE: JULY 14, 2021
Revised Exhibit 1
SHEET 1 OF 2
Rev Easement

EXHIBIT "A"

(FORMER NORTHERLY RIGHT OF WAY OF KING STREET)

MONROE STREET

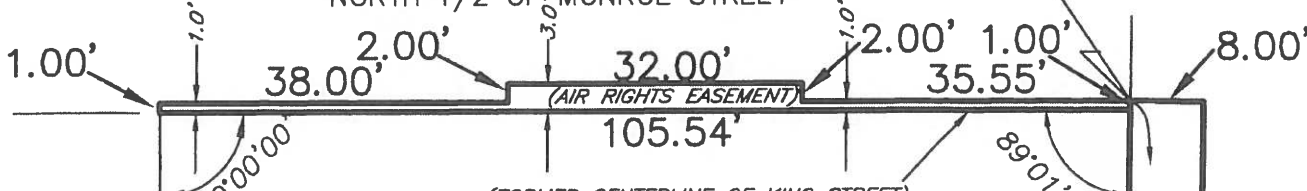
(FORMERLY KING STREET)
(60' RIGHT-OF-WAY)

(CLOSED BY ORDINANCE 2002-241-E
RECORDED IN OR. 10454, PG. 173)

POINT OF BEGINNING

8.0' AIR RIGHTS EASEMENT
& AIR RIGHTS EASEMENT

NORTH 1/2 OF MONROE STREET



(FORMER CENTERLINE OF KING STREET)

SOUTH 1/2 OF MONROE STREET

(CLOSED BY ORDINANCE 2002-241-E
RECORDED IN OR. 10454, PG. 173)

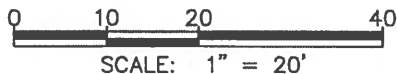
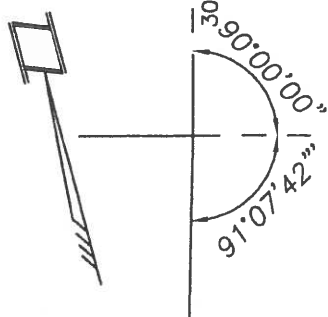
EASTERLY 105.03'

(FORMER SOUTHERLY RIGHT OF WAY LINE OF KING STREET)

POINT OF REFERENCE

8.0' AIR RIGHTS EASEMENT
& AIR RIGHTS EASEMENT

INTERSECTION OF THE SOUTH LINE OF
EAST MONROE STREET (CLOSED BY
ORDINANCE 2002-241-E) AND THE WEST
LINE OF A. PHILIP RANDOLPH BOULEVARD,
FORMERLY FLORIDA AVENUE



MAP OF

BEING A PORTION OF THE NORTHERLY ONE HALF OF MONROE STREET (A 60 FOOT RIGHT OF WAY, NOW CLOSED PER ORDINANCE 200-241-E) TOGETHER WITH A PORTION OF A. PHILIP RANDOLPH BOULEVARD, FORMERLY FLORIDA AVENUE, ACCORDING TO DEED BOOK "Q", PAGE 664, OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

LOT 1
EAST JACKSONVILLE
DEED BOOK Q, PAGE 664
BLOCK 63

A. PHILIP RANDOLPH BOULEVARD

(FORMERLY FLORIDA AVENUE)
(41' RIGHT-OF-WAY ASPHALT OVER BRICK)

EAST ADAMS STREET

(60' RIGHT-OF-WAY)
(ASPHALT OVER BRICK)

NOTES:

1. THIS IS A MAP ONLY.
2. INTERIOR ANGLES AND DISTANCE ARE PER FIELD SURVEY BY BOATWRIGHT LAND SURVEYORS, INC. FILE # 2019-0896, DATED JULY 2, 2019.
3. NORTH PROTRACTED FROM DEED.
4. THE VERTICAL BOUNDARIES OF THE AIRSPACE ARE PLANES THAT ARE PERPENDICULAR TO THE LOWER HORIZONTAL BOUNDARY AND CONTAINED WITHIN THE PERIMETER OF THE LANDS DESCRIBED HEREON: THE AIRSPACE WITHIN THE LOWER HORIZONTAL AND THE UPPER HORIZONTAL BOUNDARIES THAT IS INCLOSED BY THE VERTICAL BOUNDARIES DESCRIBED IS BOUNDED AT AN AIR SPACE ELEVATION BETWEEN A NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88), ELEVATION 11.5 TO 48.0 FEET.

"NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER"

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SIGNATURE.

CHECKED BY: _____
DRAWN BY: K LW
FILE #: 2021-1052

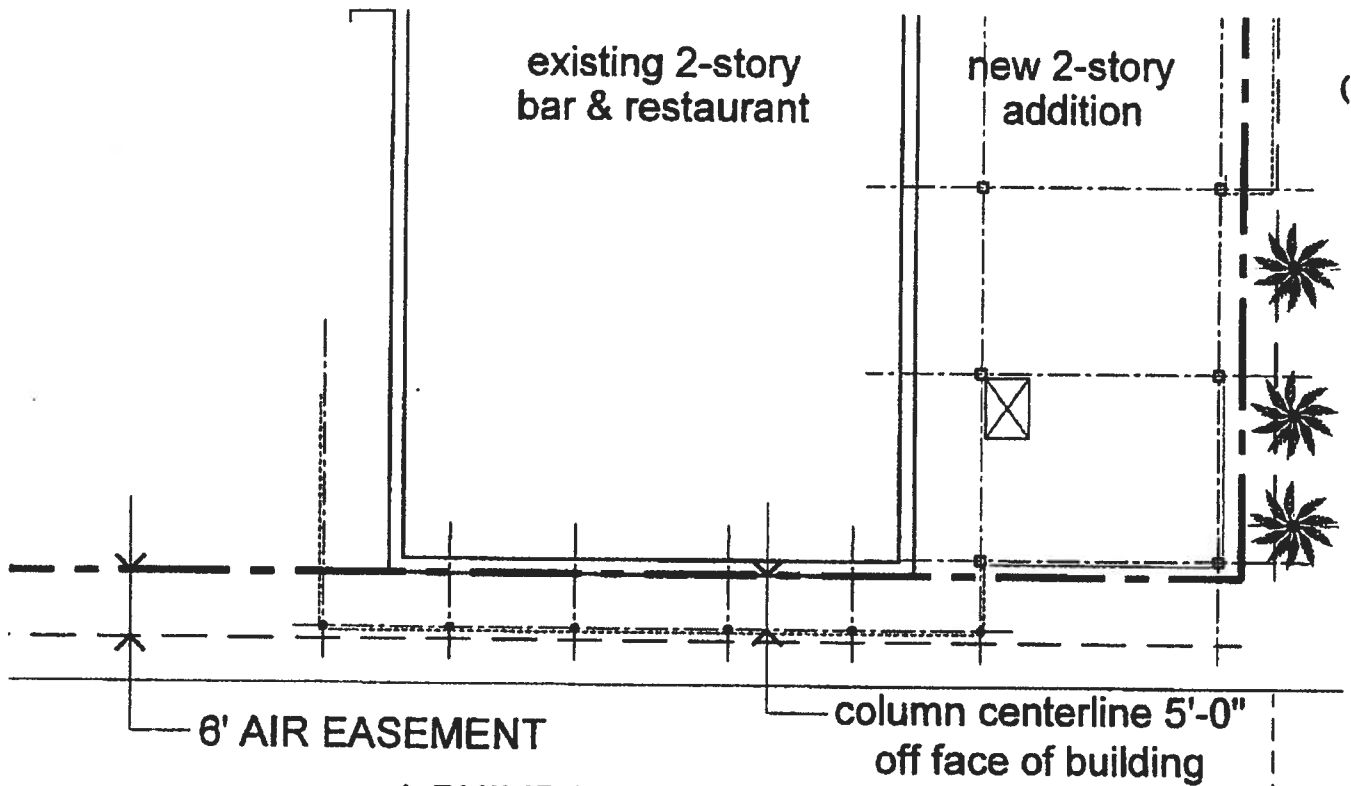
BOATWRIGHT LAND SURVEYORS, INC.
1500 ROBERTS DRIVE
JACKSONVILLE BEACH, FLORIDA 241-8550

DATE: JULY 14, 2021
Revised Exhibit 1
SHEET 2 OF 2
Rev Easement

EXHIBIT "A-1"

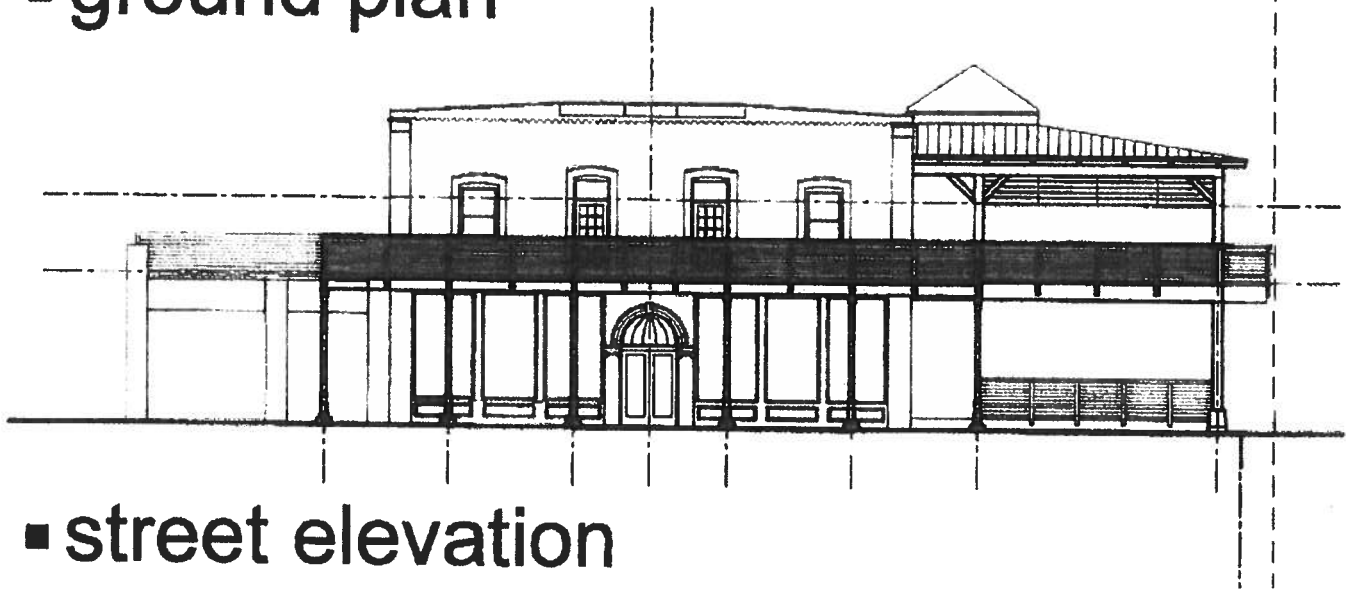
DEPICTION OF COLUMN LOCATIONS

[See attached page, immediately following]



A PHILIP RANDOLPH BLVD.

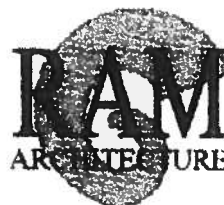
■ ground plan



■ street elevation

The Bar at the Arena
 234 A. Philip Randolph Blvd.
 entertainment deck

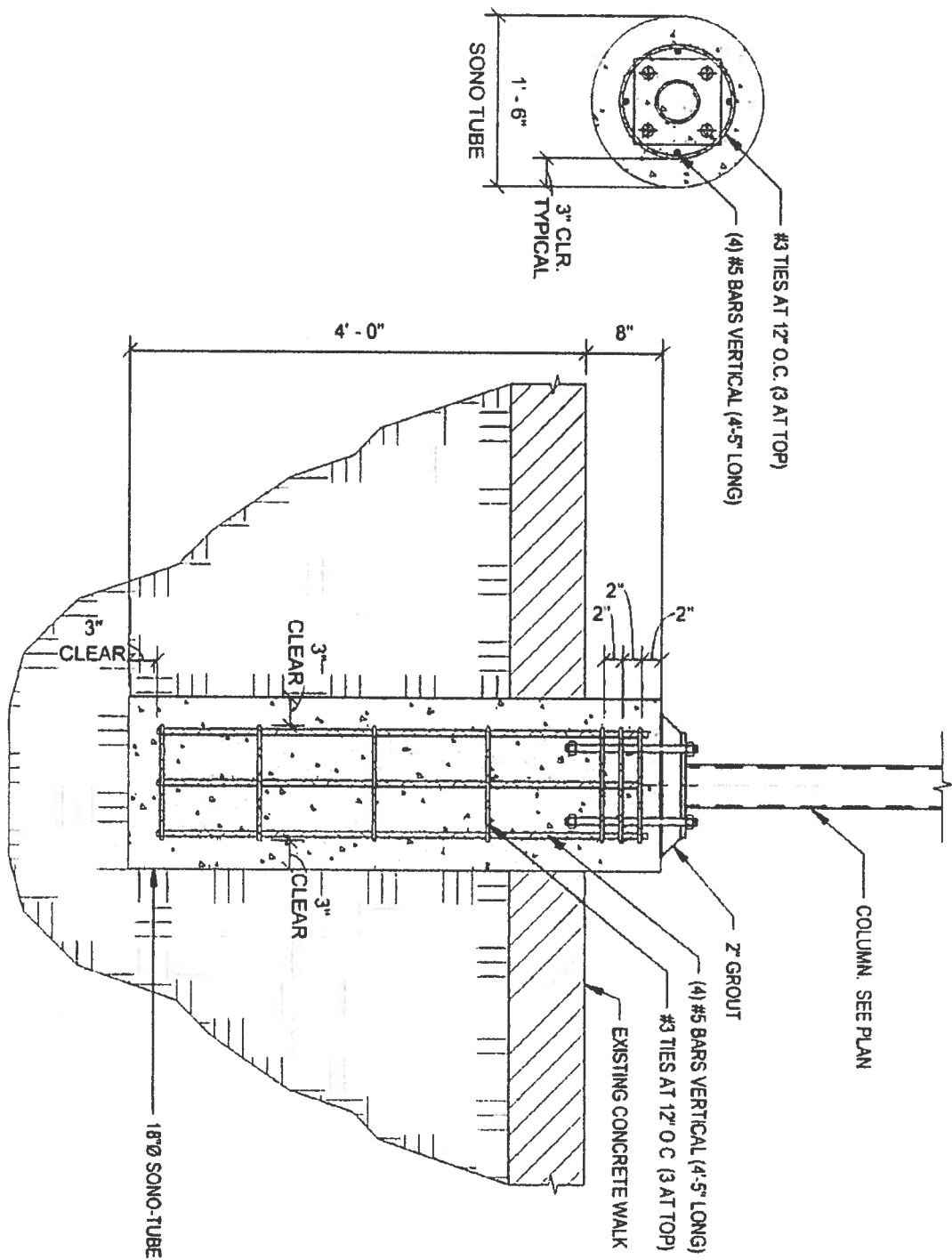
JACKSONVILLE, FLORIDA 32202



Robert A. Maurer, Architect
 1636 N. Laura Street
 Jacksonville, FL 32206
 904.887.0484
 FL Lic. AR0011629

**EXHIBIT A-2
BALCONY FOOTING DETAIL**

[see attached next page]



1 BALCONY FOOTING DETAIL

SCALE: 3/4" = 1'-0"


PROJECT NUMBER SK-1	SHEET NAME FOUNDATION DETAIL	DATE DATE	BY KMD	DESCRIPTION	PROJECT NAME THAT BAR	 CONSULTING STRUCTURAL ENGINEERS <small>475 THE LANE, LORAIN, OHIO 44130</small>
		DATE DATE	BY KMD	DESCRIPTION		

EXHIBIT "B"

BENEFITED PROPERTY

Part of Lot 1, Block 63, East Jacksonville, according to Deed Book "Q", Page 664, of the former Public Records of Duval County, Florida, and more particularly described as follows:

Begin at the intersection of the South line of East Monroe Street and the West line of Florida Avenue; thence Southerly along the Westerly line of said Florida Avenue, 85.42 feet to an iron; thence Westerly, 105.28 feet to an iron in the West line of said Lot 1, that is 84.42 feet South of said East Monroe Street; thence Northerly along the West line of said Lot 1, 84.42 feet to an iron in the South line of said East Monroe Street; thence Easterly along the South line of said East Monroe Street; 105.03 feet to the point of beginning. TOGETHER with the Southerly 1/2 of Monroe Street (a 60 foot right of way, now closed per Ordinance 2002-241-E)

EXHIBIT "C"

INDEMNIFICATION

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

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party's performance of the Work contemplated in this Easement; and

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

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

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

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

EXHIBIT "D"

INSURANCE REQUIREMENTS

Without limiting its liability under this Easement, Grantee shall at all times during the term of this Easement procure prior to commencement of Work and maintain at its sole expense during the term of this Easement (and Grantee shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule

Limits

Workers' Compensation

Florida Statutory Coverage

Employers' 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, to the extent they are not otherwise insured, its 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

\$2,000,000 General Aggregate
\$2,000,000 Products & Comp. Ops. Agg.
\$1,000,000 Personal/Advertising Injury
\$1,000,000 Each Occurrence
\$ 50,000 Fire Damage
\$ 5,000 Medical Expenses

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 Grantor's office of insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability

\$1,000,000 Combined Single Limit

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Work)

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).

Professional Liability \$1,000,000 per Claim and Aggregate
(Including Medical Malpractice when applicable)

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

Builders Risk %100 Completed Value of the Project

Such insurance shall be on a form acceptable to the Grantor's office of insurance and Risk Management. Grantee's Risk policy shall include the SPECIAL FORM/ALL RISK COVERAGES. Grantee's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum \$10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. Named insured's shall be: **234A, LLC** (as Grantee), the **CITY OF JACKSONVILLE** (as Grantor), and their respective members, officials, employees and agents; the project engineer, and the program management firm(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 \$1,000,000 per Loss
\$2,000,000 Annual Aggregate

Any entity hired to perform any Work, operations or services as part of this Easement 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 \$1,000,000 per Loss
\$2,000,000 Aggregate

Any entity hired to perform any Work, operations or services as a part of this Easement 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.

Additional Insurance Provisions

- A. **Additional Insured.** All insurance, except Workers' Compensation, shall be endorsed to name the City of Jacksonville and the City'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 City of Jacksonville and its members, officials, officers employees and agents.

- C. **Grantee's Insurance Primary.** 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 of 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 shall remain the sole and exclusive responsibility of the named insured Grantee. Under no circumstances will the City of Jacksonville and/or its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Easement.
- E. **Grantee's Insurance Additional Remedy.** Compliance with the insurance requirements of this Easement shall not limit the liability of the Grantee or its subcontractors, employees or agents to the Grantor, or others. Any remedy provided to the Grantor or its members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Easement 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.
- G. **Certificates of Insurance.** Grantee shall provide the Grantor with certificates of insurance that show the corresponding City Contract Number in the description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- H. **Carrier Qualifications.** The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, 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.** Grantee shall provide Grantor with an endorsement issued by the insurer to afford the Grantor with 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 Grantor with thirty (30) days' prior 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 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, 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, Grantee shall present this Easement and **Exhibit C** and **Exhibit D** to its insurance agent affirming: 1) That the agent has personally reviewed

the insurance requirements of the Easement, and (2) That the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Grantee.