

### THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS THIRD 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, and as further amended by that Second Amendment to Redevelopment Agreement dated effective as of November 27, 2023 (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**, despite its commercially reasonable efforts, the City was unable to get the final verification of the completion of the Wetlands Mitigation by December 31, 2023 due to weather and site conditions causing Construction Delays under Section 4.1(e); and

**WHEREAS**, City and Developer now desire to: (i) amend Article 4 of the Agreement to modify the time-frame for the Developer to deliver certain engineered design plans to the City and extend the other times frames as set forth therein accordingly; (ii) amend Section 5.2(d) of the Agreement to extend the Inspection Period to June 15, 2024; (iii) extend the outside closing date in Section 5.3(a) to July 31, 2024; (iv) extend the commencement date of the REV Grant by one year; 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. 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 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 by November 30, 2026;

(4) Provided Developer has provided 60% engineered design plans for the rail component within the Initial Improvements on or before September 15, 2024 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 January 1, 2026 and continue to Substantial Completion thereof without any Impermissible Delays.

(c) Developer shall Commence Construction of the Initial Improvements by January 1, 2026 (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 December 31, 2029 (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.

2. Section 5.2(d) Termination. The first sentence of Section 5.2(d) of the Agreement is hereby deleted and replaced with the following language:

“(d) In addition to the specific termination rights contained herein, Developer may terminate this Agreement at any time prior to June 15, 2024 (the "Inspection Period"), at which time Developer shall accept or reject the physical and environmental condition of the Project Parcel.”

3. 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 JEA Utility Improvements Funding Agreement (the actual name of which is the “JEA Cost Participation Agreement for Extension of the JEA Utility System”) and Temporary Access and Construction Easement have 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”).”

4. 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 July 31, 2024 (the "Closing Date"). Notwithstanding the foregoing, with prior written notice to the City the Developer may extend the Closing Date by ninety (90) days. Notwithstanding the foregoing, Developer shall not be obligated to close until such time

as the Developer Contingencies are satisfied.”

5. Section 5.3(e) City’s Obligations at the Closing. Section 5.3(e), City’s Obligations at the Closing, is hereby amended to add a new subparagraph (x) thereto and as amended shall read as follows:

“(x) Amended Covenants and Restrictions. City shall execute and record at or before closing the Amended Covenants and Restrictions.”

6. Section 7.1 Recaptured Enhanced Value Program; Amount. Section 7.1 of the Agreement regarding the Recapture Enhanced Value Program is hereby deleted in its entirety and replaced with the following language:

“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 2039, payable in Fiscal Year 2039/2040 (the “Final Year”), all as more fully described below in this Article 7.

Notwithstanding the foregoing, the City’s obligation to fund the REV Grant is subject to the condition that the Initial Improvements are Substantially Completed by the Completion Date, subject to extensions due to a Force Majeure Event and any Construction Delays as authorized by this Agreement. In the event of such an extension as permitted herein, the Final Year likewise shall be extended.”

7. 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 December 31, 2029, 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 December 31, 2029, 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.”

8. Amendment to Exhibit F to Agreement. **Exhibit F** to the Agreement, the Quitclaim Deed from the City to Developer with right of repurchase, is hereby deleted in its entirety and replaced with Exhibit F-1 attached hereto and incorporated into the Agreement by this reference.

9. Exhibit P. **Exhibit P** attached to this Amendment is hereby inserted into the Agreement as **Exhibit P.**

10. Covenant to Comply with Article VI of Amended Covenants and Restrictions. Developer agrees to comply with the terms, conditions and requirements of Article VI of the Amended Covenants and Restrictions with respect to the Released Property, as the same may be amended from time to time. This paragraph shall survive the expiration or termination of this Agreement until the Amended Covenants and Restrictions expire or are terminated as to the remainder of the Property, as defined in the Amended Covenants and Restrictions.

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

12. 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

**“DEVELOPER”**

COSENTINO INDUSTRIAL USA, LLC,

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

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

GC-#1605314-v8-Cosentino\_RDA\_Amd\_#3\_#230548.DOCX

EXHIBIT F

Form of QC 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 \_\_\_\_\_, 2023, (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 January 1, 2026 (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., January 1, 2027), 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 January 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: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

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

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]



EXHIBIT P

Form of Amended Covenants and Restrictions

Prepared under the direction of and  
after recording return to:  
John Sawyer, Esq.  
City of Jacksonville  
Office of General Counsel  
117 W. Duval St., Suite 480  
Jacksonville, FL 32202

## **PARTIAL RELEASE OF AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR CECIL COMMERCE CENTER**

**THIS PARTIAL RELEASE** (this "Partial Release") is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2024 by the CITY OF JACKSONVILLE, a municipal corporation and political subdivision of the State of Florida ("Developer").

### **RECITALS:**

A. Developer previously executed that certain Declaration of Covenants and Restrictions for Cecil Commerce Center North, dated as of June 28, 2007, which was filed with the Circuit Court clerk, Duval County, Florida, on July 10, 2007, Document #200722671, O.R. Book 14076, Page 2336 through 2383 (the "Original Declaration");

B. Developer subsequently executed that certain Amended and Restated Declaration of Covenants and Restrictions for Cecil Commerce Center, dated as of September 15, 2010, and filed with the Circuit Court clerk, Duval County, Florida on August 2, 2013, Document #2013201564, O.R. Book 16479, Page 548 through 647 (the "Amended and Restated Declaration");

C. Concurrently with the execution of this Partial Release, City is conveying the land described on **Exhibit "A"** attached hereto (the "Released Property") to Cosentino Industrial USA, LLC, a Delaware limited liability company.

D. Pursuant to Section 3.3 of the Amended and Restated Declaration, the parties wish to enter into this Partial Release to remove, withdraw, and release the Released Property from the requirements of (i) Article V of the Amended and Restated Declaration, including, without limitation, the architectural review provisions set forth therein, and (ii) all other provisions of the Amended and Restated Declaration relating to architectural review.

**NOW THEREFORE**, in consideration of the agreements set forth herein, the receipt and sufficiency of which consideration are hereby acknowledged, the undersigned hereby release the Released Property from the requirements of (i) Article V of the Amended and Restated Declaration, including, without limitation, the provisions therein governing Architectural Review and Approval, and (ii) all other provisions of the Amended and Restated Declaration relating to architectural review. Nothing herein shall partially release any land other than the Released Property from the Amended and Restated Declaration. The Amended and Restated Declaration shall otherwise remain in full force and effect. For purposes of clarity, except as partially released hereby, the Released Property remains subject to the Amended and Restated Declaration,

including, but not limited to, the provisions of Article VI regarding covenants for maintenance assessments.

**IN WITNESS WHEREOF**, the undersigned have executed this Partial Release as of the date first written above.

Witnesses:

**CITY OF JACKSONVILLE**, a Florida corporation

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

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

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

STATE OF FLORIDA                    )  
  )SS  
COUNTY OF DUVAL                 )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Donna Deegan, as Mayor, and James R. McCain, Jr., as corporation secretary, respectively, of the City of Jacksonville, Florida, a consolidated municipal corporation and a political subdivision of the State of Florida. They are  personally known to me or  have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Print Name \_\_\_\_\_)  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires:  
Personally Known \_\_\_\_\_  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced  
\_\_\_\_\_

GC-#1623922-v4-Cosentino\_-  
\_Partial\_Release\_of\_Amended\_and\_Restated\_Covenants\_and\_Restrictions\_for\_Cecil\_Commerce\_Center\_.docx

**Joinder and Consent to Partial Release**

The undersigned hereby joins in the execution of this Partial Release for purposes of documenting its consent thereto as required pursuant to that certain Master Disposition and Development Agreement by and between the City of Jacksonville, the Jacksonville Economic Development Commission, and Jacksonville/Cecil Commerce Center, LLC, a memorandum of which is recorded on March 24, 2011, in Official Records Book 15552, Page 283 and as required by that certain Agreement Regarding CC&RS by and between the City of Jacksonville and Jacksonville/Cecil Commerce Center, LLC dated September 15, 2010.

Witnesses:

**JACKSONVILLE/CECIL COMMERCE CENTER, LLC**

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

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

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

STATE OF FLORIDA                    )  
  )SS  
COUNTY OF DUVAL                 )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, the \_\_\_\_\_ of the Jacksonville/Cecil Commerce Center, LLC, who  is personally known to me or who  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Print Name \_\_\_\_\_)  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires:  
Personally Known \_\_\_\_\_  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced  
\_\_\_\_\_

**EXHIBIT "A"**

**RELEASED PROPERTY**

A PORTION OF SECTIONS 26, 27 (AND BLOCK 3, WITHIN SECTION 27 AS SHOWN ON THE PLAT OF JACKSONVILLE HEIGHTS AS RECORDED IN PLAT BOOK 5, PAGE 93), 34, AND 35, TOWNSHIP 2 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA ALSO BEING A PORTION OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9784, PAGE 2033, AS (PARCEL 2), ALL OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

COMMENCE AT A POINT COMMON TO THE NORTHWEST CORNER OF SECTION 27, THE NORTHEAST CORNER OF SECTION 28, THE SOUTHWEST CORNER OF SECTION 22, IN TOWNSHIP 2 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH 89°07'35" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 27, 282.61 FEET TO AN INTERSECTION WITH A NORTHERLY PROLONGATION OF THE EASTERLY BOUNDARY OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 10777, PAGE 1529 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE SOUTH 00°46'37" WEST ALONG LAST SAID PROLONGATION AND EASTERLY BOUNDARY, 218.66 FEET TO AN INTERSECTION WITH THE SOUTHERLY BOUNDARY OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 15925, PAGE 2113 OF SAID CURRENT PUBLIC RECORDS; THENCE IN A SOUTHERLY DIRECTION, CONTINUING ALONG AFORESAID EASTERLY BOUNDARY THE FOLLOWING 4 COURSES AND DISTANCES: COURSE NO. 1, SOUTH 00°46'37" WEST, 2722.79 FEET TO THE POINT OF BEGINNING, COURSE NO. 2, CONTINUE SOUTH 00°46'37" WEST, 892.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 2775.00; COURSE NO. 3, ALONG AND AROUND THE ARC OF SAID CURVE AN ARC DISTANCE OF 1027.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 09°49'36" EAST, 1021.28 FEET; COURSE NO. 4, SOUTH 20°25'49" EAST, 1543.88 FEET; THENCE NORTH 38°26'53" EAST, 908.06 FEET; THENCE NORTH 21°50'55" EAST, 539.76 FEET; THENCE NORTH 78°10'12" EAST, 551.24 FEET; THENCE SOUTH 45°13'06" EAST, 296.00 FEET; THENCE SOUTH 07°07'02" EAST, 263.65 FEET; THENCE NORTH 58°41'37" EAST, 90.54 FEET; THENCE NORTH 61°57'35" EAST, 59.03 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1010.00 FEET; THENCE ALONG AND AROUND THE ARC OF SAID CURVE AN ARC DISTANCE OF 1011.82 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 89°20'27" EAST, 970.03 FEET; THENCE SOUTH 60°38'29" EAST, 72.26 FEET; THENCE SOUTH 54°27'00" EAST, 88.01 FEET; THENCE SOUTH 50°36'59" EAST, 60.44 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 600.00 FEET; THENCE ALONG AND AROUND THE ARC OF SAID CURVE AN ARC DISTANCE OF 513.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°07'54" EAST, 497.93 FEET; THENCE NORTH 80°21'10" EAST, 112.88 FEET; THENCE NORTH 78°29'08" EAST, 76.81 FEET; THENCE NORTH 77°46'40" EAST, 133.28 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 617.00 FEET; THENCE ALONG AND AROUND THE ARC OF SAID CURVE AN ARC DISTANCE OF 907.01 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°06'32" EAST, 827.52 FEET; THENCE SOUTH 17°59'43" EAST, 129.90 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 640.00 FEET; THENCE ALONG AND AROUND THE ARC OF SAID CURVE AN ARC LENGTH OF 235.48 TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 07°27'17" EAST, 234.15 FEET; THENCE SOUTH 03°05'08" WEST, 230.10 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 398.00 FEET; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 648.40 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 43°35'09" EAST, 579.04 FEET; THENCE NORTH 89°44'33"

EAST, 198.59 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF LOGISTIC LANE, (A 150' RIGHT OF WAY); THENCE NORTH 07°39'18" WEST, 1705.50 FEET; TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 1275.00 FEET; THENCE ALONG AND AROUND THE ARC OF SAID CURVE AN ARC DISTANCE OF 171.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 03°47'57" WEST, OF 171.49 FEET; THENCE NORTH 00°03'25" EAST, 2166.71 FEET; THENCE NORTH 89°56'35" WEST, 5464.69 FEET TO THE POINT OF BEGINNING.

AND

JAGUAR CONSERVATION EASEMENT MITIGATION PARCEL:

A PORTION OF LOTS 14 AND 16 BLOCK 3, WITHIN SECTION 27 AS SHOWN ON THE PLAT OF JACKSONVILLE HEIGHTS AS RECORDED IN PLAT BOOK 3, PAGE 93), 34, AND 35, ALL IN TOWNSHIP 2 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA ALSO BEING A PORTION OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 9784, PAGE 2033, AS (PARCEL 2), ALL OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

COMMENCE AT A POINT COMMON TO THE NORTHWEST CORNER OF SECTION 27, THE NORTHEAST CORNER OF SECTION 28, THE SOUTHWEST CORNER OF SECTION 22, AND THE SOUTHEAST CORNER OF SECTION 21, IN TOWNSHIP 2 SOUTH RANGE 24 EAST, DUVAL COUNTY FLORIDA; THENCE NORTH 89°07'35" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 27, 282.61 FEET TO AN INTERSECTION WITH A NORTHERLY PROLONGATION OF THE EASTERLY BOUNDARY OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 10777, PAGE 1529 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE IN A SOUTHERLY DIRECTION ALONG SAID PROLONGATION AND BOUNDARY THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 00°46'37" WEST, 3834.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 2775.00; COURSE NO. 2, ALONG AND AROUND THE ARC OF SAID CURVE AN ARC DISTANCE OF 1027.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 09°49'36" EAST, 1021.28 FEET; COURSE NO. 3, SOUTH 20°25'49" EAST, 1543.88 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY, NORTH 38°26'53" EAST, 908.06 FEET; THENCE NORTH 21°50'55" EAST, 422.82 FEET; THENCE NORTH 87°34'02" EAST, 19.10 FEET TO AN INTERSECTION WITH THE NORTHERLY BOUNDARY OF JAGUAR CONSERVATION EASEMENT 1, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 18588, PAGE 1059 OF SAID CURRENT PUBLIC RECORDS, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE IN A NORTH AND EASTERLY DIRECTION ALONG LAST SAID BOUNDARY THE FOLLOWING 12 COURSES AND DISTANCES: COURSE NO. 1 : NORTH 22°23'56" EAST, 36.78 FEET; COURSE NO. 2: NORTH 05°49'50" EAST, 64.39 FEET; COURSE NO. 3: NORTH 68°31'06" EAST, 51.70 FEET; COURSE NO. 4: SOUTH 64°31'16" EAST, 32.92 FEET; COURSE NO. 5: NORTH 78°29'25" EAST, 179.17 FEET; COURSE NO. 6: NORTH 86°06'35" EAST, 65.04 FEET; COURSE NO. 7: NORTH 76°03'54" EAST, 202.45 FEET; COURSE NO. 8: NORTH 03°54'06" EAST, 16.17 FEET; COURSE NO. 9: NORTH 59°29'31" EAST, 24.99 FEET; COURSE NO. 10: SOUTH 30°30'29" EAST, 96.09 FEET; COURSE NO. 11: SOUTH 57°03'32" EAST, 91.04 FEET; COURSE NO. 12: SOUTH 51°36'02" EAST, 90.54 FEET; THENCE SOUTH 87°34'02" WEST A DISTANCE OF 754.79 FEET TO THE POINT OF BEGINNING.




**Cecil Commerce Center**  
 Jacksonville, Florida  
**Project Raptor**  
 4/19/2023

0 800 1,600 Feet   
  
 England-Thins & Tiller, Inc.  
 VISION • EXPERIENCE • RESULTS