

Redevelopment Agreement

among

The City of Jacksonville,

The Downtown Investment Authority,

and

RD River City Brewery, LLC

REDEVELOPMENT AGREEMENT

This **REDEVELOPMENT AGREEMENT** (this “Agreement”) is made this ____ day of _____, 2024 (the “Effective Date”), between the **CITY OF JACKSONVILLE**, a municipal corporation and a political subdivision of the State of Florida (the “City”), the **DOWNTOWN INVESTMENT AUTHORITY**, a community redevelopment agency on behalf of the City (the “DIA”) and **RD RIVER CITY BREWERY, LLC**, a Florida limited liability company (the “Developer”).

Article 1.

PRELIMINARY STATEMENTS

1.1 The Project; Incentives.

The City, DIA and the Developer entered into that certain Redevelopment Agreement dated June 29, 2021 (the “Prior Redevelopment Agreement”) pursuant to which the Developer purchased approximately 2.97 acres of City-owned real property known generally as the “River City Brewing Company” site (the “Project Parcel”) as further described on **Exhibit A** attached hereto, which Developer and/or their principals and Affiliates (defined below) intended to redevelop into a mixed-use residential development as further detailed in the Prior Redevelopment Agreement. The existing improvements on the Project Parcel were demolished by Developer, but due to increases in construction and financing costs and the impact of the pandemic on supply chains, no further development activity occurred. The Developer has submitted a new proposal to the DIA (the “Proposal”) to redevelop the Project Parcel as set forth herein. Accordingly, the Prior Redevelopment Agreement, inclusive of any other documents, agreements or easements executed or granted thereunder (exclusive of the deed conveying the Project Parcel to Developer and the Right of First Refusal Agreement dated August 2, 2021 between City and Developer, both of which are being amended as provided in this Agreement), are hereby terminated as of the Effective Date hereof consistent with Section 9.9 below, and City, DIA and Developer, as applicable, agree to execute any additional documentation as necessary to affect the termination of the same.

The Developer intends to redevelop the Project Parcel to include the construction of a twenty-five (25) story main tower (the “Tower”) with an additional eight stories of residential units and associated amenities with no fewer than 390 residential units in the aggregate, a minimum 4,000 sq. ft. (indoor heated/cooled space) waterfront restaurant integral to the Tower and facing the St. Johns River, a nine story structured parking garage with approximately five-hundred fifty (550) spaces, including thirty (30) dedicated public parking spaces, and certain Ship’s Store Improvements and Riverwalk Improvements (each as defined below) (collectively, the “Project”). The Project is depicted on the final plan submittal (the “Final Plan Submittal”) as approved by DDRB on October 17, 2023, with conditions, as may be amended by any subsequent approval by the DDRB, in its sole discretion with regard to modifications to the Final Plan Submittal requiring resubmittal to

the DDRB for approval. The Project and other improvements contemplated herein are expected to cause private Capital Investment (defined below) in the approximate amount of Two Hundred Two Million Seven Hundred Forty-Six Thousand and 00/100 Dollars (\$202,746,000.00) by or on behalf of the Developer.

In consideration of Developer's acquisition and redevelopment of the Project Parcel, the DIA has recommended and the City and DIA agree to provide the following incentives (as applicable) in accordance with the terms of this Agreement: (i) a fifteen-year, seventy-five percent (75%), REV Grant (defined below), in the maximum amount of \$19,798,000 payable to the Developer in accordance with Article 6 below; (ii) subject to the terms of Article 7 below, a \$39,000,000 Completion Grant (defined below) payable to Developer in accordance with Article 7 below. The obligations set forth in subsections (i) and (ii) above are hereinafter collectively referred to as the "City/DIA Obligations".

1.2 Authority.

The DIA was created by the City Council of the City of Jacksonville pursuant to Ordinance 2012-364-E. Pursuant to Chapter 163, Florida Statutes, and Section 55.104, Ordinance Code, the DIA is the sole development and community redevelopment agency for Downtown, as defined by Section 55.105, Ordinance Code and has also been designated as the public economic development agency as defined in Section 288.075, Florida Statutes, to promote the general business interests in Downtown. The DIA has approved this Agreement pursuant to its Resolution 2024-05-05 ("Resolution") and the City Council has authorized execution of this Agreement pursuant to City Ordinance 2024-____-E (the "Ordinance").

1.3 City/DIA Determination.

- (a) The City has determined that the Project is consistent with the goals of the City in that the Project will, among other things:
 - (i) increase capital investment in Downtown Jacksonville;
 - (ii) generate significant new ad valorem taxes, including significant new tax revenues for the public school system;
 - (iii) help meet the overall community goal of residential and business development and growth in Downtown Jacksonville;
 - (iv) promote and encourage private Capital Investment of approximately \$202,746,000.
- (b) The DIA has determined that the Project is consistent with the following DIA Business Investment and Development Plan Goals:

- (i) Goal 2. Increase rental and owner-occupied housing downtown, targeting key demographic groups seeking a more urban lifestyle;
- (ii) Goal 3. Increase and diversify the number and type of retail, food and beverage, and entertainment establishments within Downtown;
- (iii) Goal 4. Increase the vibrancy of Downtown for residents and visitors through arts, culture, history, sports, theater, events, parks, and attractions;
- (iv) Goal 5. Improve the safety, accessibility and wellness of Downtown Jacksonville and cleanliness and maintenance of public spaces for residents, workers, and visitors
- (v) Goal 6. Improve the walkability/bike-ability of Downtown and pedestrian and bicycle connectivity between Downtown and adjacent neighborhoods and the St. Johns River; and
- (vi) Goal 7. Capitalize on the aesthetic beauty of the St. Johns River, value its health and respect its natural force, and maximize interactive and recreational opportunities for residents and visitors to create waterfront experiences unique to Downtown Jacksonville.

1.4 **Jacksonville Small and Emerging Business Program.**

As more fully described in City Ordinance 2004-602-E, the City has determined that it is important to the economic health of the community that whenever a company receives incentives from the City, that company provides contracting opportunities to small and emerging businesses in Duval County as described in Section 11.1.

1.5 **Coordination by City.**

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

1.6 **Maximum Indebtedness.**

The maximum indebtedness of the City for all fees, grants, reimbursable items or other costs pursuant to this Agreement shall not exceed the sum of FIFTY-EIGHT

MILLION SEVEN HUNDRED NINETY-EIGHT THOUSAND AND NO/100 DOLLARS (\$58,798,000.00).

1.7 **Availability of Funds.**

Notwithstanding anything to the contrary herein, the City's and DIA's financial obligations under this Agreement are subject to and contingent upon the availability of lawfully appropriated funds for their respective obligations under this Agreement; provided, however, that the DIA staff agree to include, as needed on an annual basis, the allocation of funds in its annual budget for submission to the DIA Board and City Council for approval.

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

**Article 2.
DEFINITIONS**

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

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

2.2 **Base Year.** The base year for purposes of this Agreement shall be the 2023 tax year.

2.3 **Bulkhead Improvements.** Those certain improvements consistent with resilience recommendations current as of the Effective Date hereof to the existing bulkhead adjacent to the Riverwalk Parcel under construction by the City as of the Effective Date hereof in accordance with the plans and specifications as procured by the City as of the Effective Date hereof (the "Bulkhead Plans").

2.4 **Capital Investment.** Money invested by a developer to purchase items that may normally be capitalized by a developer in the normal conduct of its business to design, construct and develop a project, including land acquisition costs, inclusive of costs attendant to the termination of the Maritime Concepts, LLC ("Maritime") lease between the City and Maritime formerly affecting the Project Parcel.

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

2.6 **Commence Construction.** The terms "Commence" or "Commenced" or "Commencing" or "Commencement of" construction as used herein when referencing the Project or any portion thereof means the date when Developer (i) has completed all pre-construction engineering and design and has obtained all necessary licenses, permits and governmental approvals, has engaged all contractors and ordered all essential equipment and supplies as, in each case, can reasonably be considered necessary so that physical construction of the Project (or applicable phase thereof) may begin and proceed to completion without foreseeable interruption, and (ii) with respect to the Residential Improvements and Parking Garage Improvements, has submitted to the City a recorded mortgage evidencing an obligation to advance loan funds in an amount that, when combined with the equity and the Completion Grant, is sufficient to construct the Project, or other evidence of construction financing or other financial resources acceptable to the DIA in its reasonable discretion showing sufficient funds to complete the Improvements, without any Impermissible Delays, and (iii) has "broken ground" and begun physical, material renovation and construction of such Improvements on an ongoing basis as may be approved by the DIA in its reasonable discretion.

2.7 **Construction Costs.** "Construction Costs" means all land, soft and hard costs, incurred in the acquisition, design, engineering, permitting and construction of the Improvements by Developer in connection with the Improvements as itemized in the Budget for such Improvements as set forth in **Exhibit B** attached hereto and shall include, without limitation, land acquisition, legal expenses, third-party consultant expenses, inspections, project contingency, and demolition expenses.

2.8 **Developer Equity.** "Developer Equity" is limited to: (i) direct at-risk investment into the Project Parcel owner entity (recipient of funding) that is put in place prior to or during the construction phase and remains in place at the time construction is substantially completed and construction debt converts to permanent debt; (ii) may include common and preferred equity evidenced by shares of proportional ownership in the entity; (iii) the value of any property owned or contributed to the project as part of an investment in the ownership of the property owner entity shall be given credit using the "as-is" value from an appraisal ordered, or agreed upon, by the DIA in its sole discretion, net of any associated debt or liens regardless of the obligor for such debt; (iv) pre-development costs incurred and paid through out-of-pocket expenditures will be considered but must be supported by documentation satisfactory to the DIA in its sole discretion; Developer Equity shall exclude (x) equity like investments including but not limited to warrants, tax-credit equity, mezzanine financing, PACE loans, and grants or incentives provided by third party agencies of any nature including the DIA and the City; and (y) equity shares earned through like-kind exchanges or "sweat equity".

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

2.10 **DDRB.** The Downtown Development Review Board of the City.

2.11 **Environmental Laws.** All Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to Hazardous Substances (defined below) or wastes, air emissions and discharges to waste or public systems.

2.12 **Final Design Approval.** Final approval by DDRB of the conceptual plans for the Project together with approval by all required governmental authorities all such other plans, specifications and design approvals sufficient for Developer to submit for building and other permits necessary for construction of the Project.

2.13 **Force Majeure.** A delay in performance as a result of war, insurrection, enemy action, civil disturbance, strikes, lockouts, riots, floods, earthquakes, fires, named tropical storms or hurricanes, casualty, acts of God, acts of public enemy, acts of terrorism, epidemic, pandemic, quarantine restrictions, freight embargo, shortage of or inability to obtain labor or materials, interruption of utilities service, lack of transportation, severe weather, restraint by court or public authority, delays in settling insurance claims, moratoriums or other delays relating to applicable laws, any act, neglect or failure to perform of or by one party that caused the other party to be delayed in the performance of any of its obligations hereunder, delays in obtaining applicable governmental approvals, licenses, permits, and inspections, not caused by the Developer and which are outside the Developer's control, which are required for construction of the Improvements and other acts or failures beyond the control or without the control of any party.

2.14 **Horizontal Improvements.** Those certain horizontal improvements related to the Improvements on the Project Parcel including land clearing, environmental remediation, construction of building pads, installation and relocation of utilities, curbs, gutters, stormwater management systems.

2.15 **Impermissible Delay.** The term "Impermissible Delay" means, subject to the provisions of Section 15.2, failure of Developer to proceed with reasonable diligence with the construction of the applicable Improvements within the timeframe for Substantial Completion contemplated in this Agreement, or after Commencement of construction of the applicable Improvements, abandonment of or cessation of work on any portion of the Improvements at any time prior to the Substantial Completion of such Improvements for a period of more than forty (40) consecutive business days, except in cases of Force Majeure as described in Section 15.2. Notwithstanding the foregoing, any delay or cessation of any of the Improvements as to which Developer has been unable to secure the necessary permits and approvals after diligent efforts shall not be an Impermissible Delay, as long as Developer continues its diligent efforts to obtain such permits and approvals.

2.16 **Improvements.** The Residential Improvements, the Parking Garage Improvements, the Restaurant Improvements, the Riverwalk Improvements, the Sidewalk Improvements and the Ship's Store Improvements.

2.17 **Lease PSA.** That certain Agreement entered into by and between Maritime and Related Development, LLC dated February 24, 2020, as amended and assigned, pursuant to which Maritime conveyed its leasehold interest in the Project Parcel to Developer.

2.18 **Maintenance Contribution.** Subject to the terms of this Agreement, that contribution owed annually for a thirty (30) year term by the Developer for maintenance services for the St. Johns River Park and Friendship Fountain above the standard maintenance obligations of the City, as further defined in Section 6.4 hereof.

2.19 **Minimum Required Construction Costs.** The term “Minimum Required Construction Costs” shall mean the minimum required Construction Costs to be made by the Developer in the Improvements which shall be ONE HUNDRED SEVENTY-THREE MILLION FIVE HUNDRED NINETY-SEVEN THOUSAND AND 00/100 DOLLARS (\$173,597,000.00), which includes acquisition costs of \$9,770,000, as shown on **Exhibit B** attached hereto.

2.22 **MOSH.** Jacksonville’s Museum of Science and History located at the MOSH Property.

2.23 **MOSH Property.** That certain parcel of real property adjacent to the Project Parcel as more particularly described on **Exhibit E** attached hereto, which as of the Effective Date hereof is leased by the City to MOSH.

2.24 **Parking Garage Improvements.** That certain, to-be-constructed structured parking facility to be located on the property set forth on **Exhibit F** containing no less than five hundred (550) spaces on the Project Parcel to be used as contemplated in this Agreement, with thirty (30) spaces on the first floor of the Parking Garage Improvements as shown on the October 17, 2023 DDRB approval, at no cost to the City (collectively, the “City Spaces”), reserved in perpetuity for the twenty-four hours, seven days a week, exclusive use of parking non-commercial vehicles by the City, its employees, patrons or other designees. The City Spaces may not be used for (a) the parking of commercial vehicles, including, without limitation, City trucks and fleet vehicles or (b) residential parking for a residential development located outside of the Project Parcel. Developer shall install adequate interior and exterior signage evidencing the City Spaces and shall install a gate in order to separate the residential parking spaces for the Project from the City Spaces and other guest spaces located in the parking garage.

2.25 **Performance Schedule.** The Performance Schedule, as defined in Article 4 hereof.

2.26 **Permit Approvals.** The term “Permit Approvals” shall mean all permits and regulatory approvals needed to Commence Construction of the Improvements, which shall include final 10-set and DDRB approval for the Improvements.

2.27 **Project.** The Improvements located or to be located on the Project Parcel and the Riverwalk Parcel (as applicable), and the obligations of the Developer under this Agreement, as more specifically described herein.

2.28 **Project Parcel.** That certain approximately 2.97 acre parcel of real property owned by the Developer and located generally at 835 Museum Circle, Jacksonville, Florida, as further described on **Exhibit A** attached hereto.

2.29 **Repurchase Price.** The purchase price paid by Developer to Maritime under the Lease PSA, exclusive of any and all of (i) Developer’s actual out-of-pocket costs and expenses incurred with respect to the transactions governed by this Agreement and the Lease PSA and (ii) any costs incurred by Developer in connection with design, permitting and development of the Project, including Construction Costs and any other costs incurred by the Developer.

2.30 **Repurchase Right.** City’s rights to repurchase the Project Parcel from the Developer for the amount of the Repurchase Price in the event that Developer fails to Commence Construction of the Residential Improvements and Parking Garage Improvements by the Commencement of Construction Date, in accordance with the terms set forth in Section 13.3(d) hereof.

2.31 **Residential Improvements.** A minimum of 390 multi-family residential Class A units to be constructed on the Project Parcel in accordance with this Agreement.

2.32 **Restaurant Improvements.** A no less than 4,000 sq. ft. heated and cooled waterfront restaurant integrated into the Tower with additional outdoor dining. Developer shall use commercially reasonable efforts to market and lease the Restaurant Improvements for its intended use during the term of the REV Grant.

2.33 **Riverwalk Design Criteria.** Subject to the terms of Section 5.1 of this Agreement, the design criteria that will govern the construction of the Riverwalk Improvements, a copy of which, together with the Riverwalk Plant Palette and the Riverwalk Wayfinding sign package, is attached hereto as composite **Exhibit G.**

2.34 **Riverwalk Improvements.** Those certain Riverwalk Improvements to be constructed by Developer on the Riverwalk Parcel, as further described on **Exhibit H** attached hereto and incorporated herein by this reference.

2.35 **Riverwalk Parcel.** A 25' wide strip of City-owned real property parallel and adjacent to the bulkhead along the Project Parcel, as further described on **Exhibit I** attached hereto.

2.36 **Ship's Store Improvements.** A minimum of a 1,000 sq. ft. retail store selling sundries, ice and other necessities for patrons of a future marina and boat ramp and located on the Project Parcel in the vicinity of the existing boat ramp adjacent to the Project Parcel, that shall be open daily with minimum required operating hours of at least 8:00 a.m. to 6:00 p.m. for so long as the boat ramp remains in operation. Developer shall incur Construction Costs of no less than \$490,000 for the design and construction of the Ship's Store.

2.37 **Sidewalk Improvements.** Those certain improvements relating to the construction of those certain sidewalk and underground fuel line improvements along the westerly border of the Project Parcel, as further detailed on **Exhibit J** attached hereto and incorporated herein by this reference.

2.38 **St. Johns River Park and Friendship Fountain.** The park and fountain located adjacent to the Project Parcel.

2.39 **Substantial Completion.** "Substantially Completed" or "Substantial Completion" means that all permits have been finalized, a certificate of substantial completion has been issued by the contractor and verified by the architect of record, and the applicable Improvements are available for use in accordance with their intended purpose; subject to commercially reasonable punch list items, completion of tenant improvements and similar items; provided, however, that for purposes of the Restaurant Improvements and the Ship's Store Improvements the term "Substantially Completed" or "Substantial Completion" shall be limited to delivery of such Improvements pursuant to shell specifications as of the date of Substantial Completion for the Residential Improvements, with the Restaurant Improvements and Ship's Store Improvements built out and in full operation within six (6) months of the date of Substantial Completion.

2.40 **Title Company.** Fidelity National Title Insurance Company or Chicago Title Insurance Company.

2.41 **Vertical Improvements.** "Vertical Improvements" means all of the buildings, structures, and other improvements, other than the Horizontal Improvements, to be constructed or installed on the Project Parcel.

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

Article 3.

APPROVAL OF AGREEMENT

3.1 Approval of Agreement.

By the execution hereof, the parties certify as follows:

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

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

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

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

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

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

(vi) Contemporaneously with the execution of this Agreement, and as a condition precedent to the enforceability of this Agreement including the City's obligations hereunder, Developer shall deliver to the DIA an executed Non-Foreign Entity Affidavit substantially in the form as is attached hereto as **Exhibit CC** and an executed Human Trafficking Affidavit substantially in the form as is attached hereto as **Exhibit DD**.

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

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

Article 4.
PERFORMANCE SCHEDULE

4.1 Project Performance Schedule.

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

(a) Developer shall obtain Final Design Approval for the Project by no later than the date which is the later of (i) one hundred eighty days (180) after the Effective Date, or (ii) thirty days after the certificate of completion is issued by the applicable governmental authority for the Bulkhead Improvements, but in no event later than May 30, 2025.

(b) Developer shall start applying for Permit Approvals to Commence Construction of the Horizontal Improvements by the date that is sixty (60) days after the Final Design Approval and shall have submitted for all Permit Approvals to Commence Construction of the Horizontal Improvements by no later than July 31, 2025. To the extent required, the City and DIA shall join in and execute all applications and/or governmental submittals required to obtain the applicable permits, at no cost or expense to the City of DIA. The City and DIA acknowledge and agree that the applications and submittals for such permits may be made in the name of Developer, or an affiliate thereof.

(c) Commencement of Construction of the Horizontal Improvements shall start no later than the later of (i) one hundred twenty (120) days after Developer obtains the Permit Approvals, and (ii) December 15, 2025; provided, however, that the December 15, 2025 date and the date in Section 4.1(e)(ii) below shall be extended by one day for every day after November 1, 2025 that the City places the Completion Grant into escrow pursuant to Section 7.2 of this Agreement (the "Commencement of Construction Date"). Prior to the Commencement of Construction of the Improvements, Developer will (i) add the City as an additional insured on Developer's builders risk policy for the Project, subordinate to the Senior Construction Lender's interest, and (ii) subject to a lawful appropriation of funds therefor by the City, cause its general contractor to secure a payment and performance bond and Developer will use commercially reasonable efforts to have the City added as an additional obligee to the performance bond, and Developer shall provide copies of the same to the City. Developer will provide its construction lender with a completion guarantee for the satisfactory completion of the Project and Developer shall provide the City and DIA with written notice of the same. Developer shall provide written notice to DIA within five (5) business days as to the date of Commencement of Construction of the Vertical Improvements as to the Residential Improvements. Notwithstanding anything contained in this Agreement to the contrary, the Repurchase Right shall automatically terminate and be of no further force and effect if the Completion Grant is not funded into escrow by

December 1, 2025 or this Agreement is terminated prior to such date through no fault of the Developer.

(d) Developer shall Commence Construction of the Vertical Improvements on or before the date which is thirty-six (36) months after Developer Commences Construction of the Horizontal Improvements (the “Vertical Improvements Commencement of Construction Date”) and provide promptly written notice to the City thereof, and construction of the Improvements shall proceed without any Impermissible Delays through Substantial Completion thereof.

(e) Developer shall Substantially Complete construction of the Project on the earlier of: (i) forty (40) months after the Commencement of Construction Date; or (ii) April 30, 2029 (the “Completion Date”), subject to Force Majeure and as the same may be extended pursuant to the terms of this Agreement.

The City, DIA and the Developer have approved this Performance Schedule. By the execution hereof, and subject to the terms of this Agreement, the Developer hereby agrees to undertake and complete the construction and development of the Project in accordance with this Agreement and the Performance Schedule, subject to extensions for Force Majeure and other extensions pursuant to this Agreement, and to comply with all of the Developer’s obligations set forth herein. The outside dates contemplated in the Performance Schedule above assume the Bulkhead Improvements will be completed by April 1, 2025. All subsequent deadlines shall automatically extend on a day for day basis if the Bulkhead Improvements are not completed by April 1, 2025, which for purposes of this Agreement shall mean receipt by the Developer of a certificate from the City’s project engineer attesting to the completion of the Bulkhead Improvements in accordance with the plans and specifications. The Developer’s sole and exclusive remedy for any delay in the City’s completion of the Bulkhead Improvements beyond the April 1, 2025 date shall be the extension of time to the performance schedule on a day-to-day basis as set forth in this paragraph. Any such delay shall not constitute a breach or default under this Agreement. Further, (a) the CEO of the DIA may extend any of the dates set forth in the Performance Schedule for up to six (6) months in the aggregate in her sole discretion for good cause shown by Developer, and (b) the DIA Board may extend each component of the Performance Schedule for up to an additional six (6) months in the aggregate in its sole discretion. Any change to the Commencement of Construction Date pursuant to this paragraph shall automatically result in a corresponding extension to the Completion Date. Extensions to any other dates within the Developer Performance Schedule shall serve only to extend the individual date referenced.

Article 5.
CONSTRUCTION OF RIVERWALK IMPROVEMENTS AND SIDEWALK
IMPROVEMENTS BY DEVELOPER; ADDITIONAL OBLIGATIONS OF
DEVELOPER

5.1 **Developer Construction of Riverwalk Improvements.**

Pursuant to the terms and conditions of this Agreement and related agreements attached hereto, and in consideration for the grants authorized hereby, Developer agrees to construct at its sole cost and expense and Substantially Complete or cause to be Substantially Completed the Riverwalk Improvements (with a minimum required cost of \$250,000) as a component of the Improvements. The Riverwalk Improvements shall be constructed on the Riverwalk Parcel in accordance with the Riverwalk Design Criteria and final 10-set plans as approved by the City and final conceptual plans as approved by DDRB. Prior to Commencement of the Riverwalk Improvements, the Developer shall submit final plans and a budget for the same to the Director of Public Works or his designee for review and approval. The Riverwalk Improvements will include a minimum 16-foot wide paved pedestrian pathway with colorful paving patterns conforming to the Riverwalk Design Criteria along with approximately 70% shade coverage, provided by both landscaping and shade sail elements consistent with the Riverwalk Plant palette. Plant material shall be irrigated to ensure viability. In addition, street furnishings including benches and trash receptacles and lighting fixtures meeting the Riverwalk Design Criteria will be included within the 25-foot wide strip but not encroaching into the 16-foot pathway. Signage conforming to the Riverwalk Wayfinding sign package shall be included where appropriate. The Riverwalk Improvements will include necessary foundations, soil remediation, and other infrastructure required to install the above. The Riverwalk Improvements shall be completed in accordance with plans approved by DIA, DDRB and COJ in accordance with the October 17, 2023, approval conditions and the final approved plans for the Riverwalk Improvements shall be deemed to be consistent with the Riverwalk Design Criteria. Once completed, City shall retain ownership and all maintenance obligations of the Riverwalk Improvements and shall maintain the Riverwalk Improvements in a Class “A” condition.

5.2 **Developer Construction of Sidewalk Improvements.**

Pursuant to the terms and conditions of this Agreement and related agreements attached hereto, and in consideration for the grants authorized hereby, Developer agrees to construct at its sole cost and expense and Substantially Complete or cause to be Substantially Completed the Sidewalk Improvements as a component of the Improvements. The Sidewalk Improvements run southward from the circular overlook along the boat ramp consistent in width with the final plans approved by DDRB on October 17, 2023 but with no less than 7 feet of clear pedestrian zone at any point (to be legally described) available for public use and enjoyment (“Sidewalk”) located landward of the riverside edge of the bulkhead adjacent to, and just east of, the boat ramp that connects the Riverwalk Parcel to the boat ramp along and within the western boundary of the Project Parcel as depicted on **Exhibit J** attached hereto.

5.3 Riverwalk Temporary Construction Easement to Developer.

City shall grant Developer a temporary construction easement substantially in the form attached hereto as **Exhibit K** over the Riverwalk Parcel for the purposes of constructing and installing the Riverwalk Improvements (the “Riverwalk Temporary Construction Easement”). Developer shall pay any recording fees as may be due in connection with the Riverwalk Temporary Construction Easement.

5.4 Construction Staging Temporary Construction Easement to Developer.

In the event that the City and Developer agree on a mutually acceptable construction staging area on property owned by the City, City shall grant Developer a temporary construction easement substantially in the form attached hereto as **Exhibit P**, for the purposes of providing a construction staging area for constructing and installing the Improvements (the “Construction Staging Temporary Construction Easement”). Developer shall pay any recording fees as may be due in connection with the Construction Staging Temporary Construction Easement.

5.5 Conveyance of Land for Friendship Fountain/Park Expansion.

Upon the Commencement of Construction of the Vertical Improvements components of the Residential Improvements, Developer shall deed the approximately 4,201 square foot parcel as described on **Exhibit M** attached hereto (the “Park Parcel”), to City to accommodate the expansion of St. Johns River Park and Friendship Fountain. Developer shall deed the Park Parcel by execution and delivery of a special warranty deed in the form attached hereto as **Exhibit N**. City shall pay, on the conveyance date, the premium for an owner’s title policy, all recording costs, the cost of any inspections, the cost of surveys, and all other closing costs except for Developer’s attorney’s fees and any documentary stamps on the deed. Developer will deliver on the conveyance date, a partial release of the mortgage securing any mortgage lien on the Park Parcel and an owner’s affidavit sufficient for the title company to delete the standard exceptions for the gap, parties in possession and mechanics liens from the title commitment. If requested in writing by the Developer, after conveyance to the City the City shall grant a Temporary Construction Easement to Developer over the Park Parcel for use by Developer during construction of the Improvements a set forth herein. From and after the Effective Date hereof, Developer shall preserve and maintain the Park Parcel (e.g., no tree removal) in its as is condition as of the Effective Date hereof, subject to ordinary wear and tear.

5.6 Conveyance of Pedestrian Use and Access and Utility Easement to City.

On or before Substantial Completion of the Improvements, Developer and City shall execute and record an easement for an approximately 0.096 acre parcel along the western boundary of the Project Parcel, for the installation of underground utilities and above ground fuel tanks and to grant a perpetual pedestrian use and access and utility

easement for the real property on which the Sidewalk Improvements were constructed, in substantially the form attached hereto as **Exhibit O** and incorporated herein by this reference.

5.7 No Warranty by City or DIA.

Nothing contained in this Agreement or any other document attached hereto or contemplated hereby shall constitute or create any duty on or warranty by the City or the DIA regarding: (a) the accuracy or reasonableness of the Riverwalk Improvements budget; (b) the feasibility or quality of the construction documents for the Riverwalk Improvements; (c) the quality or condition of the work; or (d) the competence or qualifications of any third party furnishing services, labor or materials in connection with the construction of the Riverwalk Improvements. The Developer acknowledges that it has not relied and will not rely upon any experience, awareness or expertise of the City or the DIA, or any City or DIA inspector, regarding the aforesaid matters.

**Article 6.
REV GRANT**

6.1 Recapture Enhanced Value Program; Amount.

The DIA shall make a Multi-Family Market-Rate Recapture Enhanced Value grant (“REV Grant”) in the up-to, maximum amount of \$19,798,000 to the Developer, partially payable beginning in the first year following the Substantial Completion of the Improvements on the Project Parcel and its inclusion on the City tax rolls at full assessed value (the “Initial Year”) and ending on the earlier of: (i) 15 years thereafter, but not later than 2045 payable in 2046 (the “Final Year”). The City agrees to assume the obligations of the DIA to pay the REV Grant in accordance with this Agreement in the event of the expiration or termination of Southbank Community Redevelopment Area TIF (the “Southside CRA”) during the term of the REV Grant as set forth herein, all as more fully described below in this Article 6.

6.2 Payments of REV Grant.

The REV Grant shall be paid by the DIA to the Developer or its permitted assigns of the Residential Improvements by check or wire transfer, in annual installments determined in accordance with Section 6.3, due and payable on or before May 15 of each calendar year, commencing May 15 of the Initial Year and ending May 15 of the Final Year, or when the maximum amount of the REV Grant shall have been paid to the Developer, whichever occurs first. The DIA shall have no liability for any REV Grant in excess of the amount stated in Section 6.1 or after payment of the final installment due May 15 of the Final Year, and, except as expressly provided in this Agreement, the REV Grant payments as determined pursuant to Section 6.3 shall not be subject to reduction or repayment. Notwithstanding anything contained in Section 15.23 of this Agreement, any

termination of this Agreement due to a failure to appropriate any portion of the REV Grant shall be conditioned on Developer's written approval of such termination.

6.3 Determination of Annual Installments of REV Grant.

The amount of each annual installment of the REV Grant shall be the sum which is equal to 75% (the "REV Grant Percentage Rate") of the "Annual Project Revenues" (as defined and determined in this Section 6.3) actually received by the City during the twelve (12) month period ended April 1 preceding the due date of such annual installment. For the purposes of this Agreement, "Annual Project Revenues" means the amount of all municipal and county ad valorem taxes (e.g., exclusive of, among other things, ad valorem real property taxes imposed by or on behalf of the Duval County Public Schools, St. Johns River Water Management District, or Florida Inland Navigation District), exclusive of any amount from any debt service millage or Business Improvement District ("BID") millage, actually paid by any taxpayer for that tax year (net of any discount pursuant to Section 197.162, Florida Statutes, or any successor provision, actually taken by the taxpayer) during such period with respect to all real property and tangible personal property comprising the Project, less the amount of all municipal and county ad valorem taxes that would have been levied or imposed on the Project using the assessed value for the Base Year, which for the purpose of this Agreement shall be \$5,263,168.00 exclusive of any debt service millage. The foregoing references to ad valorem taxes shall be deemed to include any other municipal or county taxes, or other municipal or county fees or charges in the nature of or in lieu of taxes, that may hereafter be levied or imposed on the Developer with respect to real property comprising the Project, in lieu of or in substitution for the aforesaid taxes and which are levied or imposed for general municipal or county purposes or shall be available for the DIA's southbank trust fund, but not including stormwater or garbage fees or assessments.

By April 1 of each calendar year, commencing April 1 of the Initial Year and ending April 1 of the Final Year, Developer shall give written notice to the DIA of the amount of county ad valorem taxes paid during the preceding twelve (12) month period ending April 1, quantified by real property amounts. If, by April 1 of any year, the Developer has failed to give notice of such taxes paid during the preceding twelve (12) month period, but Developer has timely paid such taxes for such year, Developer shall have the right to provide the written notice no later than September 1 of such fiscal year, and in such event the Developer shall still be eligible for the REV Grant payment for that year. Further, if the Developer provides timely notice in future years in accordance with this Agreement, the Developer shall be eligible for a REV Grant payment based on the Annual Projected Revenues in such future year's notice.

Except as provided below, within thirty (30) days of receipt of said notice, DIA shall provide Developer with a calculation as to the annual REV Grant. If the Developer does not give written notice to the DIA of its objection to the DIA's calculation within thirty (30) days after its receipt thereof, the DIA's calculation shall be considered

acceptable. Except as provided below, the DIA shall make payment of the REV Grant by the later of May 15th of each calendar year or thirty (30) days after DIA's receipt of notification by the Developer that it is in agreement with the DIA's annual calculation. In the event of a disagreement as to the calculation, the DIA shall make payment of the amount not in dispute and the parties shall negotiate in good faith any disputed amount.

The foregoing dates for the DIA to provide the REV Grant calculation and make the REV Grant payment shall be extended if on either of such dates the Developer has a pending proceeding before the City Value Adjustment Board, Circuit Court, or otherwise that could change the amount of the Annual Project Revenues that Developer was obligated to pay for that tax year and upon which the REV Grant payment would be based. In that event, the date that the DIA is required to provide the REV Grant calculation to Developer shall be extended until 30 days after the date that Developer notifies the DIA that any such proceeding has been finally resolved (including any appeals) and any adjustment to the Annual Project Revenues for that tax year has been made and paid. Such notice shall include (i) a copy of any final order or final judgment or other evidence of the resolution of such proceeding that sets forth any change to the assessed value of the Property upon which the Annual Project Revenues are based for that tax year, and (ii) the amount of the adjusted Annual Project Revenues paid by the Developer.

6.4 Maintenance Contribution.

Commencing with the first payment year of the REV Grant and extending for a thirty (30) year term, Developer will pay to the City on an annual basis \$98,117, which will increase by 2% annually each year after the first payment date (the "Maintenance Contribution"). The payment will be made each May 15 of the thirty (30) year term. The Maintenance Contribution is intended to be used for additional contract maintenance services to maintain St. Johns River Park and Friendship Fountain above the standard maintenance obligations of City and City agrees to use the Maintenance Contribution annually for such purpose. In the event Developer has exercised its right of set-off pursuant to the terms of this Agreement in regard of the City's Bulkhead Improvements and/or Riverwalk Parcel maintenance obligations set forth in the Riverwalk Access Easement against all or a portion of an annual Maintenance Contribution, City agrees to fund an amount equal to the Maintenance Contribution it would have received in the absence of the set-off.

6.5 Further Disclaimer.

The REV Grant shall not be deemed to constitute a debt, liability, or obligation of the City, DIA or of the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory limitation, or a pledge of the faith and credit or taxing power of the City, DIA or of the State of Florida or any political subdivision thereof, but shall be payable solely from the funds provided therefor in this Article 6. The City and DIA shall not be obligated to pay the REV Grant or any installment thereof except from the non-ad valorem revenues or other legally available funds provided for that purpose,

and neither the faith and credit nor the taxing power of the City, DIA or of the State of Florida or any political subdivision thereof is pledged to the payment of the REV Grant or any installment thereof. The Developer, or any person, firm or entity claiming by, through or under the Developer, or any other person whomsoever, shall never have any right, directly or indirectly, to compel the exercise of the ad valorem taxing power of the City, DIA or of the State of Florida or any political subdivision thereof for the payment of the REV Grant or any installment of either.

Article 7. COMPLETION GRANT

7.1 Completion Grant; Amount.

The Developer shall be eligible for a completion grant ("Completion Grant") in the maximum amount equal to \$39,000,000, payable in accordance with this Agreement. The City's obligation to make the Completion Grant is subject to the terms and conditions of this Agreement. Prior to any disbursement of the Completion Grant: (i) the Developer shall have provided documentation or required its Senior Construction Lender to provide documentation to the DIA demonstrating Developer has disbursed and paid a minimum of \$67,000,000 of Developer Equity into the Capital Investment relating to the Project ("Developer Equity Requirement").

7.2 Disbursement of Completion Grant.

The Completion Grant will be made available for funding after Commencement of Vertical Construction of the Improvements in accordance with the terms and conditions of this Agreement with the first draw made on a pari-passu basis with the Developer's senior construction lender (the "Senior Construction Lender") funds. Thereafter, the Completion Grant will be funded on a pari-passu basis with the Senior Construction Lender funding, with payments made on a quarterly basis (no more than a single payment made by City in any three-month period). Pari passu calculations for City funding requests shall be based on actual payments made by the Senior Construction Lender, as supported by draw requests, inspection reports from a third-party inspector and the architect's certification of progress made or materials delivered, in proportion to the initial construction loan commitment evidenced in the executed loan documents between Developer and Senior Construction Lender. Each draw request shall detail the retainage withheld from the general contractor for each such payment. The City shall receive a copy of the lender draw request and lender's inspector's report with the draw requests made to the escrow agent. Any protective advances required at any point during the construction shall be the sole requirement of the Senior Construction Lender and shall not be paid from the Completion Grant. Upon Developer obtaining a certificate of occupancy for all of the residential units in the Project, any remaining balance required to complete disbursement of the Completion Grant shall be disbursed to Developer.

Upon the later of (i) Developer submitting its application for a building permit for the Improvements, and (ii) October 1, 2025, DIA will coordinate with the City to escrow the full amount of the Completion Grant, pursuant to the escrow agreement in the form attached hereto as **Exhibit Q** (the “Completion Grant Escrow and Disbursement Agreement”), subject to and contingent upon a lawful appropriation of funds therefor by City Council. Disbursement requests and draws shall be made in accordance with the Completion Grant Escrow and Disbursement Agreement. City and DIA agree and acknowledge that Developer has not selected a Senior Construction Lender and the parties agree to work in good faith to accommodate reasonable changes to the Completion Grant Escrow and Disbursement Agreement if requested by Developer’s Senior Construction Lender. All interest on funds held in escrow shall inure to the exclusive benefit to the City.

Developer shall take all action necessary to have any mechanic’s and materialmen’s liens, judgment liens or other liens or encumbrances filed against the Project Parcel (other than any consensual mortgage) released or transferred to bond within twenty (20) days of the date Developer receives notice of the filing of such liens or encumbrances. If any such lien or encumbrance is filed, the City shall not be required to make any disbursement of the Completion Grant until such lien or encumbrance is bonded over or removed and the City receives a copy of the recorded release. The City shall not be obligated to disburse any of the Completion Grant to Developer if, in the reasonable opinion of the City, any such disbursement or the Project Parcel would be subject to a mechanic’s or materialmen’s lien or any other lien or encumbrance other than inchoate construction liens. Developer shall be fully and solely responsible for compliance in all respects whatsoever with the applicable mechanic’s and materialmen’s lien laws.

The Developer shall have provided to the DIA, in form and substance reasonably satisfactory to the DIA, any such other document, instrument, information, agreement or certificate the DIA may reasonably require related to the construction or completion of the Improvements.

If the Residential Improvements, the Parking Garage Improvements and the Riverwalk Improvements (collectively, the “Guaranty Termination Improvements”) are not completed by the date that the REV Grant is forfeited pursuant to Section 13.3(b)(ii) below, the City may thereafter at any time prior to Developer obtaining a certificate of occupancy (or its equivalent) for the Guaranty Termination Improvements provide its written demand to the guarantor (the “Guaranty Demand Notice”) exercising its right to payment pursuant to Developer’s corporate repayment guaranty in the form attached hereto as **Exhibit R** (the “Payment Guaranty”) pursuant to which the guarantor shall repay the City those portions of the Completion Grant released from escrow to or for the benefit of Developer and the escrow agent will refund the City the balance of funds in the escrow account pursuant to the terms of the Completion Grant Escrow and Disbursement Agreement. Upon Developer obtaining a certificate of occupancy (or its equivalent) for the Guaranty Termination Improvements prior to the delivery of a Guaranty Demand Notice the Payment Guaranty to the City will terminate and the guarantor will have no

further liability thereunder. Notwithstanding the foregoing, guarantor's liability under the Payment Guaranty will be capped at \$1,000,000 if, at the time of Developer's receipt of a Guaranty Demand Notice, Developer has obtained a certificate of occupancy (or its equivalent) for the Residential Improvements and the Parking Garage Improvements but not the Riverwalk Improvements.

7.3 No Warranty by City or DIA

Nothing contained in this Agreement or any other document attached hereto or contemplated hereby shall constitute or create any duty on or warranty by City or the DIA regarding: (a) the accuracy or reasonableness of the Project budgets; (b) the feasibility or quality of the construction documents for the Project; (c) the proper application by the Developer of the Completion Grant funds; (d) the quality or condition of the work; or (e) the competence or qualifications of any third party furnishing services, labor or materials in connection with the construction of the Project. Developer acknowledges that it has not relied and will not rely upon any experience, awareness or expertise of the City or DIA, or any City or DIA inspector, regarding the aforesaid matters.

7.4 Further Disclaimer.

The Completion Grant shall not be deemed to constitute a debt, liability, or obligation of the City, DIA or of the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory limitation, or a pledge of the faith and credit or taxing power of the City, DIA or of the State of Florida or any political subdivision thereof, but shall be payable solely from the funds provided therefor in this Article 7. The City and DIA shall not be obligated to pay the Completion Grant or any portion thereof except from the non-ad valorem revenues or other legally available funds provided for that purpose, and neither the faith and credit nor the taxing power of the City, DIA or of the State of Florida or any political subdivision thereof is pledged to the payment of the Completion Grant or any portion thereof. The Developer, and any person, firm or entity claiming by, through or under the Developer, or any other person whomsoever, shall never have any right, directly or indirectly, to compel the exercise of the ad valorem taxing power of the City, DIA or of the State of Florida or any political subdivision thereof for the payment of the Completion Grant or any portion thereof

Article 8. PARKING RIGHTS

8.1 City use of Parking Garage.

Prior to Commencement of Construction of the Parking Garage Improvements, the Developer and City will record a Parking Rights Easement in the Public Records of Duval County sufficient to protect the City's interest in the City Spaces in the form attached hereto as **Exhibit S**. Developer shall coordinate with its lenders to provide that the Parking Rights

Easement shall be superior in title to all other liens and encumbrances on the Project Parcel as shown by a title commitment obtained by Developer at its expense using Greenberg Traurig, P.A., as agent for the Title Company, and in a form reasonably satisfactory to the DIA. City shall have the right to assign such use rights in the Parking Garage in its sole discretion, and shall promptly provide written notice of any such assignment to Developer. Notwithstanding anything contained herein, the City Spaces shall be used exclusively for the parking of non-commercial vehicles by the City, its employees, patrons, designees and general public for general short term parking. For the avoidance of doubt, City Spaces may not be used for (a) the parking of commercial vehicles, including, without limitation, City trucks and fleet vehicles or (b) residential parking for a residential development located outside of the Project Parcel. Developer shall install a gate in order to separate the residential parking spaces for the Project from the City Spaces and other guest spaces located in the Parking Garage.

Article 9.
GRANT OF EASEMENTS TO DEVELOPER BY CITY; RIVERWALK PARCEL;
ADDITIONAL CITY OBLIGATIONS.

9.1 Grant of Temporary Construction Easements from City to Developer.

On the Effective Date of this Agreement, the City shall grant the Riverwalk Temporary Construction Easement in the form attached hereto as **Exhibit K** to the Developer, or its assignee, in connection with the construction of the Project. At the request of the Developer, City shall grant the Tower Crane License Agreement in the form attached hereto as **Exhibit L** to the Developer, or its assignee, in connection with the construction of the Project. City will work in good faith with Developer to complete the exhibits to the Tower Crane License Agreement consistent with the reasonable requests of Developer and its general contractor. In the event that the City and Developer agree on a mutually acceptable construction staging area on property owned by the City, at the request of Developer, the City shall grant the Construction Staging Temporary Construction Easement to the Developer, or its assignee, in connection with the construction of the Project.

9.2 Grant of Easements Upon Substantial Completion of Improvements.

The City shall grant the following easement to the Developer, or its assignee, in connection with the Project upon Substantial Completion of the Improvements:

(a) Non-exclusive, perpetual vehicular and pedestrian access easement to: (i) the loading area for the benefit of the Parking Garage in form and substance as set forth on **Exhibit V** attached hereto (the "**Loading Area Easement**").

(b) A non-exclusive, pedestrian easement over the Riverwalk Parcel to provide access to any future marina for the benefit of residents, guests and invitees of

improvements located on the Project Parcel, in form and substance as set forth on **Exhibit W** attached hereto (the “**Riverwalk Access Easement**”). The Riverwalk Access Easement shall also include a restrictive covenant regarding vertical development on the Riverwalk Parcel by the City. To the extent the Developer exercises its self-help remedy consistent with and as set forth in the Riverwalk Access Easement, such expenditures (to the extent a reimbursement is owed by the City on the date the Maintenance Contribution is due hereunder) may be set off against the Maintenance Contribution. The self-help remedy set forth in the Riverwalk Access Easement and right of set off as set forth herein shall be Developer’s sole and exclusive remedy under this Agreement and the Riverwalk Access Easement for any default by City for failure to maintain the Riverwalk Improvements or Bulkhead Improvements.

9.3 **Riverwalk Parcel.**

The City shall retain the fee title to the Riverwalk Parcel, subject to a restrictive covenant included within the Riverwalk Access Easement in favor of Developer prohibiting the construction of vertical improvements greater than six (6) feet in height other than landscaping, cultural pieces, lighting fixtures, shade devices and signage within the Riverwalk Parcel.

9.4 **Bulkhead.**

As of the Effective Date, City is in the process of reconstructing the existing bulkhead along the northern boundary of the Project Parcel and the St. Johns River. City agrees to construct the Bulkhead Improvements consistent with resilience recommendations current as of the Effective Date hereof and in accordance with the Bulkhead Plans and the existing bulkhead as improved and reconstructed in accordance with the Bulkhead Plans, the “**Bulkhead**”. City shall retain ownership of the Bulkhead and maintain the Bulkhead as set forth in the Riverwalk Access Easement. In the event that any approved reimbursement under the Riverwalk Access Easement remains outstanding at the time that a Maintenance Contribution is due pursuant to the terms of this Agreement, Developer may set off the amount owed by City against the Maintenance Contribution (and any future Maintenance Contribution) until Developer has recouped its expenditures. The self-help remedy and right of set off described above in this paragraph shall be Developer’s sole and exclusive remedy for any default by City for failure to maintain the Bulkhead as required under this Agreement.

9.5 **Stormwater Credits.**

Consistent with and pursuant to Chapter 55, Part 2, *Ordinance Code*, Developer may apply for and upon approval of such application and payment of the applicable fee based on the rates in effect as of the application date, the City shall convey any Water Quality Compensatory Credit(s) as necessary for the construction of the Improvements in accordance with this Agreement.

9.6 Repurchase Right.

On the Effective Date, the City and Developer shall amend that certain “repurchase right” contained in that certain Quit-Claim Deed With Repurchase Right dated August 2, 2021 delivered by City to Developer, recorded in Official Records Book 19870, page 1410 of the public records of Duval County Florida to reference this Agreement and the relevant dates contained herein, in substantially the form attached hereto as **Exhibit X.**

9.7 Right of First Refusal.

On the Effective Date, the City and Developer shall amend that certain Right of First Refusal Agreement dated August 2, 2021 between City and Related Development, LLC, recorded in Official Records Book 19870, page 1495 of the public records of Duval County Florida with regard to the MOSH Parcel to extend the termination date for a period of ten (10) years from the Effective Date of this Agreement, in substantially the form attached hereto as **Exhibit Y.**

9.8 Allocation of Development Rights and Mobility Fee Credits.

The DIA allocates the lesser of: (i) 400 units of multi-family and 9,000 square feet of commercial retail; or (ii) the actual necessary multi-family and commercial retail entitlements after internal conversion of the 23,408 square feet of prior retail/restaurant utilizing the CBD Land Use Transportation/Trade-Off Matrix adopted as part of the City’s Comprehensive Plan to multi-family and/or commercial retail to the Developer for use on that property commonly referred to as the River City Brewing Company site and currently identified by Duval County Tax Parcel 080270 1000, subject to the site plan provided to and approved by the Downtown Development Review Board. The DIA assigns to Developer mobility fee credits necessary to construct the project contemplated by this Agreement. The Developer may assign these entitlements and mobility fee credits to another entity approved by DIA pursuant to this Agreement to serve as developer of the project. The entitlements and mobility fee credits must be assigned, if at all, to the same entity and are only available for use on the subject site. Any balance of unused or unconstructed entitlements and their corresponding mobility fee credit value existing as of the earlier of: (a) the date of Substantial Completion of the Improvements; or (b) in the event of a default with respect to the Developer's obligations pursuant to this Agreement, the date on which any applicable cure period has expired, and the default has not been cured, and DIA has elected to exercise its right to terminate this Agreement, shall automatically terminate and return to the DIA without any further action by the DIA and without execution of any document by Developer or its assignee. Such return of entitlements and mobility credits shall be recorded by DIA in its permanent record of entitlements and credits.

9.9 Termination of Prior Agreements. On the Effective Date, Developer, DIA and City will execute the termination of the Prior Redevelopment Agreement and

certain documents that were executed in connection therewith and/or as part of the closing pursuant to the Prior Redevelopment Agreement in substantially the form attached hereto as **Exhibit Z**.

Article 10. THE DEVELOPMENT

10.1 Scope of Development.

The Developer shall construct and develop or cause to be constructed and developed, the Improvements, which the Developer is obligated to construct and develop in accordance with the Performance Schedule (subject in all cases to authorized extensions of the applicable Performance Schedules contemplated by this Agreement including Force Majeure) and this Agreement.

10.2 Cost of Development.

Except as otherwise set forth in this Agreement, the Developer shall pay all costs of constructing and developing the Improvements incurred by Developer at no cost to the DIA or the City. For purposes of clarity, the City's and DIA's only financial obligations in connection with this Agreement are the financial obligations included in the City/DIA Obligations to be disbursed or paid in accordance with the terms and conditions of this Agreement.

10.3 Approval by Other Governmental Agencies.

All of the parties' respective rights and obligations under this Agreement are subject to and conditioned upon approval of the Project and all project documents by such other governmental agencies, whether state, local or federal, as have jurisdiction and may be required or entitled to approve them. Notwithstanding any provision of this Agreement to the contrary, neither the City nor the DIA guarantee approval of this Agreement or any aspect of the Project by any government authorities and agencies that are independent of the City.

10.4 Authority of DIA to Monitor Compliance.

During all periods of design and construction, the CEO of the DIA and the City's Director of Public Works, or their respective designees, shall have the authority to monitor compliance by the Developer with the provisions of this Agreement. Insofar as practicable, the DIA shall coordinate such monitoring and supervising activity with those undertaken by the City so as to minimize duplicate activity. To that end, during the period of construction and with prior written notice to the Developer, representatives of the DIA and the City shall have the right of access to the Project Parcel and to every structure on the Project Parcel during normal construction hours, but such representatives shall not

unreasonably interfere with the work in progress and such inspections shall not occur more frequently than once per month. All such entry shall be at the City and DIA's sole risk.

10.5 Timing of Completion.

The Improvements shall be completed substantially in accordance with the terms of this Agreement and the Performance Schedule subject to extension of such timelines pursuant the terms of this Agreement including Force Majeure.

10.6 Construction and Operation Management.

Except as otherwise expressly provided herein, the Developer shall have discretion and control, free from interference, interruption or disturbance, in all matters relating to the management, development, redevelopment, construction and operation of the Project (as their respective obligations are set forth in this Agreement), provided that the same shall, in any event, conform to and comply with the terms and conditions of this Agreement, and all applicable state and local laws, ordinances and regulations (including, without limitation, applicable zoning, subdivision, building and fire codes). The Developer's discretion, control and authority with respect thereto shall include, without limitation, the following matters:

- (a) the construction and design of the Project, subject to the express terms and conditions of this Agreement;
- (b) the selection, approval, hiring and discharge of engineers, architects, contractors, subcontractors, professionals and other third parties (collectively, the "Vendors") on such terms and conditions as the Developer deems appropriate;
- (c) the negotiation and execution of contracts, agreements, easements and other documents with third parties, in form and substance satisfactory to Developer; and
- (d) the preparation of such budgets, cost estimates, financial projections, statements, information, and reports as the Developer deems appropriate.

**Article 11.
JSEB PROGRAM**

11.1 Jacksonville Small and Emerging Businesses (JSEB) Program.

The Developer, in further recognition of and consideration for the public funds provided to assist the Developer pursuant to this Agreement, hereby acknowledge the importance of affording to small and emerging vendors and contractors the full and reasonable opportunity to provide materials and services. Therefore, the Developer hereby agree as follows:

The Developer shall obtain from the City's Procurement Division the list of certified Jacksonville Small and Emerging Businesses ("JSEB"), and shall exercise commercially reasonable good faith efforts, in accordance with Municipal Ordinance Code Sections 126.608 et seq., to enter into contracts with City certified JSEBs to provide materials or services in an aggregate amount of not less than \$11,759,600, which amount represents 20% of the City's and DIA's maximum contribution to the Project with respect to the development activities or operation of the Project over the term of this Agreement.

The Developer shall submit JSEB report(s) regarding their respective actual use of City certified JSEBs on the Project, (i) on the date of any request for City/DIA funds which are payable prior to the Substantial Completion of the Improvements, (ii) upon Substantial Completion of the Project and Improvements. The form of the report to be used for the purposes of this section is attached hereto as **Exhibit AA** (the "JSEB REPORTING FORM").

Article 12. REPORTING

12.1 Reporting.

On an annual basis, the Developer shall submit reports to the DIA regarding the status of construction of the Project and all other activities affecting the implementation of this Agreement, inclusive of the notice of ad valorem taxes paid pursuant to Section 6.3 hereof, including a narrative summary of progress on the Project. Samples of the general forms of these reports are attached hereto as **Exhibit BB** (the "Annual Survey"); however, the specific data requested may vary from the forms attached. In addition, the Developer shall submit monthly construction reports in form and content reasonably acceptable to the DIA regarding the status of construction of the Project.

The Developer's obligation to submit such reports shall continue until Developer has complied with all of the terms of this Agreement concerning the Project, the Completion Grant and the Improvements, and end upon Substantial Completion of the Improvements, except that the Developer shall continue its reporting requirements as required for the REV Grant for the remaining term of the REV Grant.

Within thirty (30) days following a written request of the DIA or the City, the Developer (as applicable) shall provide the DIA or the City with additional documentation and information relating to this Agreement as reasonably requested by the DIA or the City.

Article 13.
DEFAULTS AND REMEDIES

13.1 General.

An “Event of Default” under this Agreement with respect to the Project shall consist of the breach of any covenant, agreement, representation, provision, or warranty (that has not been cured prior to the expiration of any applicable grace period or notice and cure period contained in this Agreement or such other documents, as applicable) contained in: (i) this Agreement; (ii) the documents executed in connection with the Agreement; (iii) any material document provided by the Developer to the City or DIA relating to the Project; or (iv) any default beyond the applicable cure periods under any and all financing agreements of the Developer relating to any portion of the Project that entitles the lender to accelerate or foreclose on the loan and exercise its remedies under the applicable loan documents (collectively, the “Project Documents”), and the failure to cure any such breach within the cure periods set forth below.

Notwithstanding anything to the contrary contained herein, no occurrence under (i) - (iv) above shall constitute an Event of Default until the City has given the Developer written notice of the default and thirty (30) calendar days within which to cure the default; provided, however, that defaults in connection with the Performance Schedule shall have no notice or cure period and shall be governed by Section 13.3 below; provided, further, however, that the City/DIA may withhold any portion the REV Grant immediately upon the occurrence of a default and throughout any notice or cure period until such default is cured. If any default cannot reasonably be cured within the initial thirty (30) calendar days, no Event of Default shall be deemed to occur so long as the Developer has commenced and is diligently implementing a cure within such thirty (30) day period and diligently pursues such cure to a conclusion.

If any such Event of Default occurs under this Agreement, with respect to the Project, the City may refuse to pay any portion of the REV Grant and additionally the City may at any time or from time to time proceed to protect and enforce all rights available to the City and DIA under this Agreement with respect to the Project by suit in equity, action at law or by any other appropriate proceeding whether for specific performance of any covenant or agreement contained in this Agreement, or damages, or other relief (provided, however, that in no event shall the Developer be liable to the City or DIA for any punitive, speculative, or consequential damages of any kind), or proceed to take any action authorized or permitted under applicable laws or regulations. Notwithstanding the foregoing, (i) City’s remedy for an Event of Default related to the Performance Schedule with regard to the REV Grant shall be limited to the remedies in Section 13.3(b), and (ii) the Developer shall immediately and automatically be in default with respect to the Project, and the City shall not be required to give the Developer any notice or opportunity to cure such default (and thus the City/DIA shall immediately be entitled to act upon such default), upon the occurrence of any of the following: should the Developer make any assignment

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

13.2 **Breach by City.**

No occurrence shall constitute an Event of Default until the Developer has given the City written notice of the default and thirty (30) calendar days within which to cure the default. If any default cannot reasonably be cured within the initial thirty (30) calendar days, no Event of Default shall be deemed to occur so long as the defaulting party has commenced and is diligently implementing a cure within such thirty (30) day period and diligently pursues such cure to a conclusion. If the City commits an Event of Default under this Agreement, Developer shall have, in addition to the remedies expressly provided herein, all remedies allowed by law or equity; provided, however, that in no event shall the City be liable to Developer for any punitive, speculative, or consequential damages of any kind, and notwithstanding anything herein, in no event shall the City be liable for any costs or damages exceeding the maximum indebtedness amount described in Section 1.6 for any and all City and DIA obligations at issue.

Notwithstanding anything to the contrary in this Agreement, in the event (i) an Event of Default by Developer with respect to Developer's obligations under this Agreement has occurred and is continuing, or (ii) an event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default by Developer with respect to Developer's obligations under this Agreement has occurred and is continuing, City and DIA as applicable shall have no obligation to disburse any portion of the REV Grant or the Completion Grant; provided, however, that, if such event is cured within the applicable notice and cure period under this Agreement and prior to September 1 of such year, then the Developer shall be eligible for the applicable payment.

13.3 **Specific Defaults.**

Additionally, for any of the specific Events of Default described in this Section 13.3 below, the parties agree that the City's and DIA's damages recoverable from the Developer shall include, but not be limited to, the following:

(a) in the event reporting requirements are not met in the time period specified in Article 12 of this Agreement and such default is not cured within the time period provided in Section 13.1 hereof after written notice from the City and DIA, the City

and DIA will be entitled to withhold any undisbursed amount of the REV Grant; provided, however, that if Developer satisfies such reporting requirements at a later date and before September 15 of the same fiscal year, Developer shall have the right to the disbursement of any withheld amounts;

(b) in the event Developer fails to Substantially Complete construction of the Project by the Completion Date above, subject to extensions due to Force Majeure or other extensions pursuant to this Agreement, the REV Grant Percentage Rate shall be (i) reduced by five (5) basis points for every two (2) month delay following the Completion Date, and (ii) the REV Grant shall be forfeited in its entirety if the Project is not Substantially Complete within two (2) years following the Completion Date;

(c) If, by the Completion Date, the Developer fails to invest or cause the investment of at least \$173,597,000 of Minimum Required Construction Costs in the Project, the REV Grant will be reduced proportionately. If, by the Completion Date, the Developer fails to invest or cause the investment of at least \$156,237,300 of Minimum Required Construction Costs in the Project, the REV Grant will be terminated and the Developer will repay the City the entire amount of the REV Grant that has been previously paid to the Developer, if any.

(d) In the event that the Developer fails to Commence Construction of the Residential Improvements and Parking Garage Improvements in accordance with the terms of this Agreement and the Performance Schedule, subject to extensions as set forth in this Agreement, including for Force Majeure, and such failure continues for more than thirty (30) days after the Developer's receipt of written notice of its failure to do so, the City may for a period of nine (9) months from the date of such default exercise in written notice to Developer the Repurchase Right for the Project Parcel. Developer shall cooperate and execute all documents reasonably necessary to demonstrate that its interest in the Project Parcel has ceased and that the Project Parcel has been conveyed to the City. The instruments of conveyance shall be substantially the same as those executed and delivered upon conveyance of the Project Parcel to the Developer, except that the conveyance shall be made by special warranty deed. If the Developer has encumbered all or any portion of the Project Parcel with a mortgage, security agreement or the Project Parcel has other liens placed on it, the Developer shall secure a full release of the same and the cost of paying or discharging the same in full shall be at the Developer's sole expense. Developer shall incur all costs incurred in reconveying the Project Parcel to the City. Ad valorem taxes will be prorated between the Developer and the City as of the date of reconveyance of title to the Project Parcel.

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

Once the Developer has Commenced Construction of the Residential Improvements and Parking Garage Improvements in accordance with this Agreement, the City's Repurchase Right to the Project Parcel shall terminate. Said termination of the Repurchase Right shall be evidenced by the recording of a document duly executed by the City evidencing the termination of the Repurchase Right.

13.4 Liens, Security Interests.

The DIA and City and agree and acknowledge that this Agreement does not create any security interest in the Project.

The City is also entitled to prejudgment interest from the date of default plus costs and attorney's fees incurred by the City.

Article 14.
ANTI-SPECULATION AND ASSIGNMENT PROVISIONS

14.1 Purpose.

The Developer represents and agrees that its acquisition of the Project Parcel and undertakings pursuant to this Agreement are for the purpose of developing the Project Parcel pursuant to this Agreement and not for speculation in land holding. The Developer further recognizes, in view of the importance of the development of the Project Parcel to the general health and welfare of the City, that the qualifications, financial strength and identity of the principal shareholders and executive officers of the Developer are of particular concern to the City and the DIA.

14.2 Assignment; Limitation on Conveyance.

Developer agrees that, with respect to the Project, until the (a) Substantial Completion of the Improvements applicable to the Project, it shall not, without the prior written consent of the DIA (which consent shall not be unreasonably withheld), assign, transfer or convey (i) the Project or any portion thereof, (ii) the Project Parcel or any portion thereof, (iii) this Agreement or any provision hereof as it relates to the Project, or (iv) a controlling interest in the Developer. If any such prohibited assignment, transfer or conveyance is made, the obligation of the City to pay any further amounts of the REV Grant or Completion Grant to the Developer shall immediately terminate. Notwithstanding the foregoing, Developer may assign, transfer or convey items (i)-(iv) above to an entity in which the principals of Developer have a majority or controlling interest without the prior written consent of the City and DIA; provided, however, that no such assignment, transfer or conveyance shall release Developer from any liability or obligation hereunder, and provided any assignee of such assignment enters into an assignment and assumption agreement in form and content as acceptable to the DIA in its reasonable discretion. In addition, (a) interests in the Developer may be assigned, transferred or conveyed to tax

credit investors without limitation, (b) Developer may collaterally assign its rights and obligations pursuant to this Agreement to any lender providing financing for the Project and any foreclosure or similar action and subsequent assignment by such lender or its assignees shall constitute a permitted assignment pursuant to this Agreement. In connection with any such collateral assignment and transfers by the lender contemplated herein, DIA and City agree to execute a consent reasonably acceptable to such lender, and such lender or assignee shall enter into an assignment and assumption agreement in form and content as reasonably acceptable to City and DIA.

If any Event of Default under the terms of the Agreement shall occur, then and in any such event, the City shall, give written notice of such default(s) ("Notice of Default") to Developer's lender at its address as noticed to City and DIA by certified mail, return receipt requested pursuant to Section 15.3 hereof, specifying the event of default and the methods of cure, or declaring that an event of default is incurable. During the period of one hundred twenty (120) days commencing upon the date the Notice of Default was given to Developer's lender, Developer's lender may cure any Event of Default. Notwithstanding the foregoing, in the event the Developer has not provided written notice to the City and DIA by certified mail, return receipt requested pursuant to Section 15.3 of the name, address and contact information of Developer's lender or such notice has not been acknowledged by the Finance and Compliance Manager of the City (provided, however, that a return receipt obtained by Developer shall be sufficient for purposes of such acknowledgment), neither the City nor the DIA shall have any obligation to provide a Notice of Default to Developer's lender.

Article 15.

GENERAL PROVISIONS

15.1 Non-liability of DIA and City Officials.

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

15.2 Force Majeure.

No party to this Agreement shall be deemed in default hereunder where such a default is based on a delay due to Force Majeure; provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay and shall be proximately caused by such Force Majeure such that performance by Developer of its obligations hereunder were rendered impossible through the exercise of commercially reasonable efforts by the Force Majeure.

In the event of any delay or nonperformance resulting from such causes, the party affected shall notify the other in writing within thirty (30) calendar days of becoming aware of the Force Majeure Event. Such written notice shall describe the nature, and to the extent known by Developer, the cause and date of commencement of the Force Majeure Event. Further such notice shall indicate Developer's estimate of the anticipated impact of such delay or nonperformance, shall indicate the extent, if any, to which it is anticipated as of the date of the notice that any delivery or completion dates will be thereby affected, and shall describe the actions reasonably taken to minimize the impact thereof.

15.3 **Notices.**

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

The DIA and City: Downtown Investment Authority
117 W. Duval Street, Suite 300
Jacksonville, Florida 32202
Attn: Chief Executive Officer
Email: boyerl@coj.net

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

The Developer: RD River City Brewery, LLC
2850 Tigertail Avenue, Suite 800
Miami, FL 33133
Attn: Steve Patterson
Email: spatterson@relatedrroup.com

With a copy to: Greenberg Traurig, P.A.
333 SE 2nd Avenue, Suite 4400
Miami, Florida 33131
Attn: Kimberly S. LeCompte, Esq.

Email: lecomptek@gtlaw.com

And: Driver, McAfee, Hawthorne & Diebenow, PLLC
One Independent Drive, Suite 1200
Jacksonville, Florida 32202
Attn: Steve Diebenow, Esq.
Email: sdiebenow@drivermcafee.com

Lender: [To be provided by Developer per [Section 14.2](#)]

15.4 **Time.**

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

15.5 **Entire Agreement.**

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

15.6 **Amendment.**

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

15.7 **Waivers.**

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

15.8 **Indemnification.**

Developer shall indemnify, hold harmless and defend the City of Jacksonville, DIA and their respective members, officials, officers, employees and agents from and against, without limitation, any loss, claim, suit, action, actual damage, injury, liability, fine, penalty, cost, and expense of whatsoever kind or nature (including, without limitation, court, investigation and defense costs and reasonable expert and attorneys' fees and costs) related to any suits and actions brought against the City, DIA and their respective members, officials, officers, employees and agents or other damages or losses incurred or sustained, or claimed to have been incurred or sustained, by any person or persons, arising out of or in connection with: (i) any breach of any representation or warranty of Developer, contained in this Agreement; (ii) any breach or violation by Developer of any covenant or other obligation or duty of Developer under this Agreement or under applicable law; (iii) any negligent act, error or omission, or intentionally wrongful conduct on the part of Developer or those under its control that causes injury to persons (including death) or damage to property, whether arising out of or incidental to Developer's performance under this Agreement or relating to the Project, except to the extent caused by the negligence or willful misconduct of the City and/or DIA. Nothing contained in this paragraph shall be construed as a waiver, expansion or alteration of the City's sovereign immunity beyond the limitations stated in Section 768.28, Florida Statutes.

This indemnification shall survive the expiration or termination (for any reason) of this Agreement and remain in full force and effect. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to this Agreement or otherwise. The terms "City" and "DIA" as used in this Section 15.8 shall include all officers, board members, City Council members, employees, representatives, agents, successors and assigns of the City and the DIA, as applicable.

15.9 **Severability.**

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

15.10 **Compliance with State and Other Laws.**

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

15.11 **Non-Discrimination Provisions.**

In conformity with the requirements of Section 126.404, *Ordinance Code*, the Developer represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of this Agreement. The Developer agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Agreement; *provided however*, that the Developer shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written. The Developer agree that, if any of its obligations to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Section 15.11 shall be incorporated into and become a part of the subcontract.

15.12 **Contingent Fees Prohibited.**

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

15.13 **Ethics.**

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

15.14 **Conflict of Interest.**

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

15.15 Public Entity Crimes Notice.

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

15.16 Survival.

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

15.17 Incorporation by Reference.

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

15.18 Order of Precedence.

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

15.19 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

15.20 Independent Contractor.

In the performance of this Agreement, the Developer will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer or association of the City or the DIA. The Developer and their respective employees or agents

shall be solely responsible for the means, method, technique, sequences and procedures utilized by the Developer in the performance of this Agreement.

15.21 **Retention of Records/Audit**

The Developer agrees:

(a) To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the City under this Agreement.

(b) To retain, with respect to each Project, all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of six (6) years after completion of the date of final payment by the City under this Agreement with respect to such Project. If an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement, at no additional cost to the City.

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

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

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

(f) To ensure that all related party transactions are disclosed to the City.

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

(h) To permit persons duly authorized by the City, including but not limited to the City Council Auditors, to inspect and copy any records, papers, documents, facilities, goods and services of the Developer which are relevant to this Agreement, and to interview any employees and subcontractor employees of the Developer to assure the City of the satisfactory performance of the terms and conditions of this Agreement. Following such review, the City will deliver to the Developer a written report of its findings and request for development by the Developer of a corrective action plan where

appropriate. The Developer hereby agrees to timely correct all deficiencies identified in the corrective action plan.

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

(j) Should the annual reconciliation or any audit reveal that the Developer owe the City or DIA additional monies, and the Developer do not make restitution within thirty (30) days from the date of receipt of written notice from the City, then, in addition to any other remedies available to the City, the City may terminate this Agreement, solely at its option, by written notice to the Developer.

15.22 Non-merger.

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

15.23 Exemption of City and DIA.

Neither this Agreement nor the obligations imposed upon the City or DIA hereunder shall be or constitute an indebtedness of the City or DIA within the meaning of any constitutional, statutory or charter provisions requiring the City to levy ad valorem taxes, or a lien upon any properties of the City or DIA. Payment or disbursement by the City or DIA of grant amounts hereunder is subject to the availability of lawfully appropriated funds which appropriations City and DIA agree to pursue in good faith. If funds are not available pursuant to a lawful appropriation thereof by the City Council or DIA Board, this Agreement shall be void and the City shall have no further obligations hereunder.

15.24 Parties to Agreement; Successors and Assigns.

This is an agreement solely between the DIA, the City and Developer. The execution and delivery hereof shall not be deemed to confer any rights or privileges on any person not a party hereto. Subject to the limitations contained in Section 14.2, this Agreement shall be binding upon and benefit Developer, and Developer's successors and assigns, and shall be binding upon and benefit of the City and DIA, and their successors and assigns. However, Developer except as contemplated in Section 14.2, shall not assign, transfer or encumber its rights or obligations hereunder or under any document executed in connection herewith without the prior written consent of the City and the DIA, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Developer may assign, transfer or encumber its rights or obligations hereunder or under any document executed in connection herewith to an entity in which the principals of Developer have a controlling interest without the prior written consent of City and the DIA; provided, however, that no such assignment, transfer or conveyance shall release Developer from any liability or obligation hereunder.

15.25 Venue; Applicable Law.

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

15.26 Civil Rights.

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

15.27 Further Assurances.

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

- (a) promptly correct any defect, error or omission herein;
- (b) execute, acknowledge, deliver, procure, record or file such further instruments and do such further acts reasonably deemed necessary, desirable or proper by the such requesting party to carry out the purposes of this Agreement and to identify and subject to the liens of this Agreement any property intended to be covered thereby, including any renewals, additions, substitutions replacements, or appurtenances to the subject property;
- (c) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts reasonably deemed necessary, desirable or proper by the requesting party to carry out the purposes of this Agreement.

15.28 Exhibits.

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

15.29 Construction.

All parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Developer further acknowledges that it has had ample time to review this Agreement and related documents with counsel of its choice. Any doubtful or ambiguous provisions contained herein shall not be construed against the

party who drafted the Agreement. Captions and headings in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

15.30 Further Authorizations.

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

15.31 Estoppel Certificate.

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

15.32 Attorney's Fees.

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

15.33 WAIVER OF JURY TRIAL.

CITY, DIA AND DEVELOPER HEREBY VOLUNTARILY, KNOWINGLY, AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURES
START ON FOLLOWING PAGE]

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

“CITY”

ATTEST:

CITY OF JACKSONVILLE

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

By: _____
Donna Deegan, Mayor

Form Approved:

Office of General Counsel

GC-#1635195-v21-RD_River_City_Brewery_RDA_2024.docx

“DIA”

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY

Print Name: _____

By: _____
Lori N. Boyer, CEO

Print Name: _____

“DEVELOPER”

WITNESS:

RD RIVER CITY BREWERY, LLC, a Florida
limited liability company

Print Name: _____

By: _____

Name: _____

Print Name: _____

Its: _____

Encumbrance and funding information for internal City use:

1Cloud Account for Certification of Funds	Amount

The above-stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

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

Director of Finance
City Contract Number: _____

LIST OF EXHIBITS

Exhibit A	Project Parcel
Exhibit B	Construction Costs/Minimum Required Construction Costs
Exhibit C	Reserved
Exhibit D	Reserved
Exhibit E	MOSH Property
Exhibit F	Parking Garage Improvements
Exhibit G	Riverwalk Design Criteria
Exhibit H	Riverwalk Improvements
Exhibit I	Riverwalk Parcel
Exhibit J	Sidewalk Improvements
Exhibit K	Riverwalk Temporary Construction Easement
Exhibit L	Tower Crane License Agreement
Exhibit M	Park Parcel Legal Description and Sketch
Exhibit N	Special Warranty Deed for Park Parcel
Exhibit O	Pedestrian Use and Access and Utility Easement – Sidewalk Improvements
Exhibit P	Temporary Construction Easement – Staging Area
Exhibit Q	Completion Grant Escrow and Disbursement Agreement
Exhibit R	Payment Guaranty
Exhibit S	Parking Rights Easement
Exhibit T	Reserved
Exhibit U	Reserved

Exhibit V	Loading Area Easement
Exhibit W	Riverwalk Access Easement
Exhibit X	Amendment to Repurchase Right
Exhibit Y	Amendment to Right of 1 st Refusal
Exhibit Z	Termination of Prior Agreements
Exhibit AA	JSEB Reporting Form
Exhibit BB	Annual Survey
Exhibit CC	Non-Foreign Entity Affidavit
Exhibit DD	Human Trafficking Affidavit

EXHIBIT A

Project Parcel

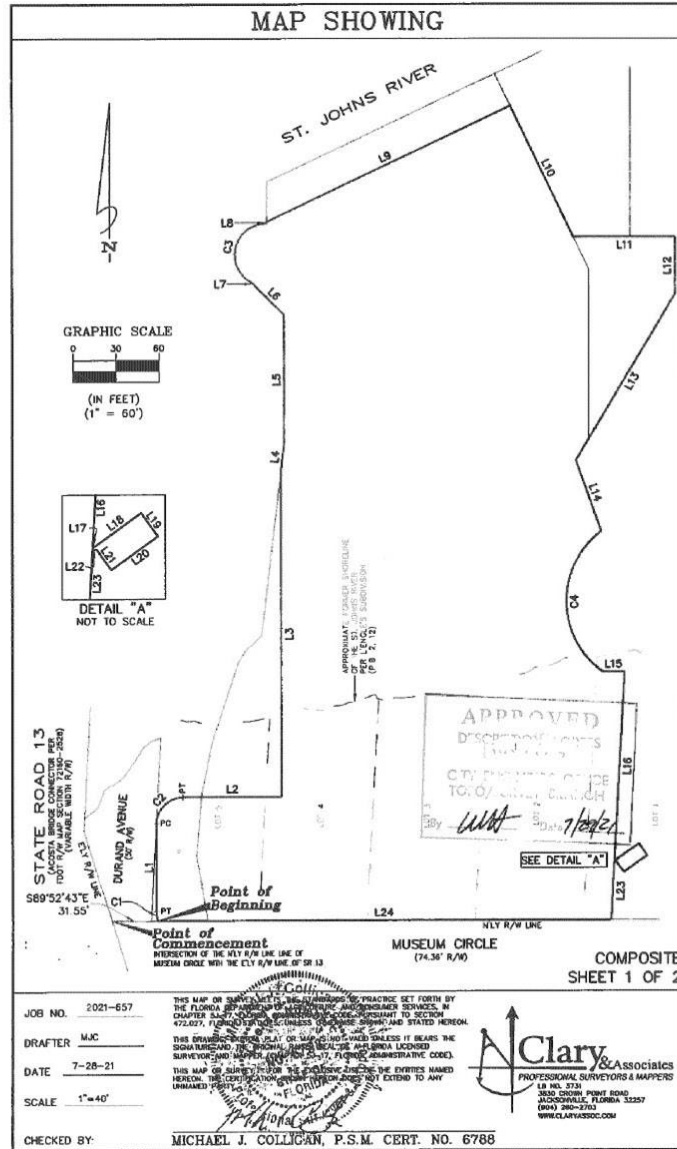


EXHIBIT A cont.

MAP SHOWING

A PORTION OF THE ISAAC HENDRICKS GRANT, SECTION 44, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA AND A PORTION OF A PORTION OF BLOCK 5, AS SHOWN ON THE PLAT OF L'ENGLES SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 12 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MUSEUM CIRCLE (A 74.36 FOOT RIGHT OF WAY, AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 13 (ACOSTA BRIDGE CONNECTOR, A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 72180-2528); THENCE SOUTH 89°52'43" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF MUSEUM CIRCLE, 31.55 FEET TO THE ARC OF A CURVE LEADING NORTHERLY AND THE POINT OF BEGINNING; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 28.50 FEET, AN ARC DISTANCE OF 6.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 06°35'33" WEST, 6.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°13'45" EAST, 61.01 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 18.50 FEET, AN ARC DISTANCE OF 28.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°06'48" EAST, 26.11 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89°59'51" EAST, 68.52 FEET; THENCE NORTH 00°00'01" WEST, 227.79 FEET; THENCE NORTH 06°45'23" EAST, 18.51 FEET; THENCE NORTH 00°00'00" EAST, 90.52 FEET; THENCE NORTH 45°00'00" WEST, 30.00 FEET; THENCE NORTH 00°00'00" WEST, 0.40 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 22.00 FEET, AN ARC DISTANCE OF 60.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 12°19'38" EAST, 43.08 FEET; THENCE NORTH 00°00'00" EAST, 1.01 FEET; THENCE NORTH 64°30'56" EAST, 187.47 FEET, THENCE SOUTH 25°28'51" EAST, 101.50 FEET; THENCE NORTH 80°00'00" EAST, 70.56 FEET; THENCE SOUTH 00°00'00" EAST, 40.00 FEET; THENCE SOUTH 30°39'02" WEST, 135.00 FEET; THENCE SOUTH 19°21'02" EAST, 52.73 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 61.00 FEET, AN ARC DISTANCE OF 113.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 00°32'51" EAST, 97.90 FEET; THENCE SOUTH 89°52'43" EAST, 15.21 FEET, THENCE SOUTH 03°08'29" WEST, 132.25 FEET; THENCE NORTH 89°12'11" EAST, 0.68 FEET; THENCE NORTH 54°15'12" EAST, 20.00 FEET; THENCE SOUTH 35°44'48" EAST, 10.00 FEET; THENCE SOUTH 54°15'12" WEST, 20.00 FEET; THENCE NORTH 35°44'48" WEST, 8.78 FEET; THENCE SOUTH 89°12'11" WEST, 1.45 FEET; THENCE SOUTH 03°08'29" WEST, 40.46 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF MUSEUM CIRCLE; THENCE NORTH 89°52'43" WEST, ALONG LAST SAID LINE, 315.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.97 ACRES, MORE OR LESS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°13'45"E	61.01'
L2	N89°59'51"E	68.52'
L3	N00°00'01"W	227.79'
L4	N06°45'23"E	18.51'
L5	N00°00'00"E	90.52'
L6	N45°00'00"W	30.00'
L7	N00°00'00"W	0.40'
L8	N00°00'00"E	1.01'

LINE TABLE		
LINE	BEARING	DISTANCE
L9	N84°30'56"E	187.47'
L10	S25°28'51"E	101.50'
L11	N90°00'00"E	70.56'
L12	S00°00'00"E	40.00'
L13	S30°39'02"W	135.00'
L14	S19°21'02"E	52.73'
L15	S89°52'43"E	15.21'
L16	S03°08'29"W	132.25'

LINE TABLE		
LINE	BEARING	DISTANCE
L17	N89°12'11"E	0.68'
L18	N54°15'12"E	20.00'
L19	S35°44'48"E	10.00'
L20	S54°15'12"W	20.00'
L21	N35°44'48"W	8.78'
L22	S89°12'11"W	1.45'
L23	S03°08'29"W	40.46'
L24	N89°52'43"W	315.37'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	28.50'	6.79'	13°38'35"	N06°35'33"W	6.77'
C2	18.50'	28.98'	89°46'06"	N45°06'48"E	26.11'
C3	22.00'	60.10'	156°31'32"	N12°19'38"E	43.08'
C4	61.00'	113.63'	146°43'52"	S00°32'51"E	97.90'

GENERAL NOTES

- BEARINGS SHOWN HEREON ARE BASED ON N'LY R/W LINE OF MUSEUM CIRCLE, F.K.A. GULF LIFE DRIVE AS N89°52'43"W.
- THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
- THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
- CROSS REFERENCE SURVEY BY CLARY & ASSOC., FILE NO. R5-9B.
- THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

LEGEND

R/W = RIGHT OF WAY
P.B. = PLAT BOOK
FOOT = FLORIDA DEPARTMENT OF TRANSPORTATION

DESCRIPTION AGREES WITH MAP

CT ENGINEER'S OFFICE

TOTO/SURVEY BRANCH

By: *[Signature]* Date: *7/27/21*

COMPOSITE

SHEET 2 OF 2

JOB NO. 2021-657

DRAFTER NJC

DATE 7-28-21

SCALE 1"=40'

CHECKED BY: MICHAEL J. COLEMAN, S.M., CERT. NO. 6788

THIS MAP OR SURVEY MEETS THE STANDARDS AND PRACTICES SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5A-17, FLORIDA ADMINISTRATIVE CODE, SUBCHAPTER 1 TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND TECHNICIAN RATED SEAL OF A FLORIDA LICENSED SURVEYOR AND MEETS CHAPTER 5A-17, FLORIDA ADMINISTRATIVE CODES.

THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE PERSONS NAMED HEREON. THE CONVEYING THEREOF TO ANY OTHER PERSONS IS VOID.

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PROFESSIONAL SURVEYORS & MAPPERS
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JACKSONVILLE, FLORIDA 32257
(904) 260-2700
WWW.CLARYASSOC.COM

EXHIBIT B

Construction Costs/Minimum Required Construction Costs

DEVELOPER PROVIDED DEVELOPMENT COST	
	Total Development Cost
USES	
Land Cost	\$9,770,000
Land Contribution	\$9,770,000
Hard Cost	\$155,553,236
GC Contract	\$152,041,556
Owner Controlled Items	\$1,801,680
FF&E	\$1,460,000
Add'l Landscaping	\$250,000
Soft Cost	\$32,353,379
Professional Fees	\$6,715,661
Project/Fees Overhead	\$6,555,223
Financing/Closing Costs	\$10,967,400
Other Soft Costs	\$8,115,094
Contingency	\$5,069,385
Total Development Cost	\$202,746,000
DIA Calculated Minimum Construction Cost	
Total Development Cost	\$202,746,000
- Owner Controlled Items	\$1,802,000
- FF&E	\$1,460,000
- Add'l Landscaping	\$250,000
- Project/Fees Overhead	\$6,555,000
- Financing/Closing Costs	\$10,967,000
- Other Soft Costs	\$8,115,000
Minimum	\$173,597,000

EXHIBIT C

Reserved

EXHIBIT D

Reserved

EXHIBIT E

MOSH Property

That certain real property located generally at 1025 Museum Circle, Jacksonville, Florida 32207, being a portion of R.E. number 080269 0100 as further detailed below.

EXHIBIT "A" TO THE SIXTH AMENDMENT TO LEASE

LEGAL DESCRIPTION OF THE EXISTING STRUCTURES OF THE JACKSONVILLE MUSEUM OF ARTS AND SCIENCE

A part of Block 4, F.F. L'ENGLE'S SUBDIVISION of South Jacksonville, Flat Book 2, page 12, current public records of Duval County, Florida, more particularly described as follows:

Commence at the intersection of the Westerly right of way line of Duran Avenue (as established for a 50 foot right of way) with the northerly right of way line of Gulf Life Drive (formerly June Street) as established for a width of 85 feet; thence easterly along said northerly right of way line of Gulf Life Drive, a distance of 499.14 feet; thence northerly at right angles to said northerly right of way line a distance of 23 feet to a point; thence easterly at right angles to the last described line and parallel to the northerly right of way line of Gulf Life Drive, a distance of 112 feet to the point of beginning; thence northerly at right angles to the last described line, a distance of 35.5 feet; thence northwesterly at an angle of 135 degrees in a clockwise direction from the last described line, a distance of 14 feet; thence northeasterly, at right angles to the last described line, a distance of 34 feet; thence southeasterly, at right angles to the last described line 8.3 feet; thence easterly, at an angle of 135 degrees in a clockwise direction from the last described line, a distance of 18 feet; thence northeasterly, at an angle of 135 degrees in a clockwise direction from the last described line a distance of 18 feet; thence northerly, at an angle of 135 degrees in a clockwise direction from the last described line, a distance of 18 feet; thence northwesterly, at an angle of 135 degrees in a clockwise direction from the last described line, a distance of 18 feet; thence northerly at an angle of 225 degrees in a clockwise direction from the last described line a distance of 70 feet; thence westerly at right angles to the last described line, a distance of 150 feet; thence southerly at right angles to the last described line a distance of 177 feet; thence easterly at right angles to the last described line and parallel to the northerly right of way line of Gulf Life Drive, a distance of 112 feet to the Point of Beginning.

The above legal descriptions are based on the legal description that is a part of the lease dated 31 October 1967 between the City of Jacksonville and the Jacksonville Children's Museum, Inc. and the subsequent amendments to the Lease dated 14 May 1968, 30 September 1977, 28 April 1981 and 8 August 1983.

See Harbor Engineering Company's Drawing No. 2544-DE, Revised July 22 1986 for sketch of above.

EXHIBIT F

Parking Garage Improvements

Location of Parking Garage Improvements

The to be constructed structured parking facility containing no less than five hundred fifty (550) spaces shall be located on that portion of the Project Parcel generally as depicted below. In no event shall any portion of the parking garage exterior face the river, the park, Museum Circle or MOSH, or Riverplace Boulevard. The Parking Garage shall be wrapped on three sides by residential or retail uses.” Loading and trash pickup shall be via an access easement adjacent to the boat ramp.



EXHIBIT G

Riverwalk Design Criteria

2019-196
ON FILE DOCUMENTS

(a)	Riverwalk Park Design Criteria	PAGE 2
(b)	Riverwalk Planting Palette and Thread Plant List	PAGE 13
(c)	Jacksonville Riverwalk Wayfinding	PAGE 15
(d)	Subpart H (Downtown Overlay Zone and Downtown District Regulations), Part 3 (Schedule of District Regulations), Chapter 656 (Zoning Code), Ordinance Code, which is repealed, in its entirety, by Ordinance 2019-196	PAGE 24

RIVERWALK PARK DESIGN CRITERIA: FEBRUARY, 2019

GOALS OF THE RIVERWALK

- Create a safe, pedestrian friendly recreational trail that connects people and places along the St. John's River.
- Provide public access to the riverfront.
- Unite the Northbank and Southbank Riverwalks through common, subtle complementary design features that develop, emphasize and enhance existing infrastructure rather than requiring additional, extensive infrastructure investment.
- Allow the Northbank and Southbank Riverwalks to retain their own identity for wayfinding purposes. The Northbank connects the sports district, restaurants, shops, offices, businesses and the Downtown, Brooklyn and Riverside neighborhoods. Earthy brown and red colors, straight lines, angular and square patterns dominate the design style of the Northbank. The Southbank Riverwalk provides connection among many medical facilities, restaurants, shops, offices, businesses and the San Marco neighborhood. Bright colors and curvilinear lines enhance a nautical themed design style that defines the Southbank.
- Create lasting, memorable experiences throughout the Riverwalk with hubs, nodes and nodettes that provide immersive and interactive landscapes describing unique features of Jacksonville and the St. John's River.
- Create a vibrant, interactive waterfront experience that improves access to parks, hotels, museums, restaurants and shops.
- Provide connection across the St. John's River through increased pedestrian bridge access, water taxi, and enhanced sight lines.
- Provide critical pedestrian and biking safety downtown. Pedestrians and cyclist can travel safely on the Riverwalk from downtown Jacksonville to the Riverside neighborhood, for example, without intersections, traffic signals and automobiles.
- Create a timeless Riverwalk framework establishing connectivity with the understanding that styles, product availability and development will change.
- Increase hospitable features of our Riverwalk including shade, seating, access to food, water and sanitation facilities.
- Create a resilient Riverwalk that can withstand hurricane, high wind and flood conditions.
- Connect Jacksonville's increasingly diverse and vibrant cultural, economic and recreational hubs.
- Serve as a part of the larger multi-use and greenway trail plans for Jacksonville therefore connecting more people and more neighborhoods to the St. John's River.

INFRASTRUCTURE STANDARDS

The City of Jacksonville is bisected by the St. John's River, and the Riverwalk is adjacent to the river. The Riverwalk varies in its spatial relationship to the river: it is partly built over the water, atop a bulkhead or separated from the waterfront with a reinforced rip-rap bank. Because the St. John's River is tidal and prone to storm surges the stream banks, waterfront parks and walkways have been flooded and stressed. After each storm, washed out walkways, landscaping, infrastructure and fountains are rebuilt. Compromised bulkheads are reinforced.

In order to create a buffer for river flooding, reduce infrastructure damage and reduce resulting recovery and maintenance cost, create more pedestrian friendly landscapes, future Riverwalk developments shall be set back from the water's edge to allow for a natural, planted reinforced shoreline where appropriate based on wave impact, tidal conditions, velocity, soil composition, etc. Planted reinforced shorelines shall be reviewed and approved on a case by case basis by the City Engineer. This should be done in areas where there aren't existing bulkheads or planned shoreline changes in a development agreement. A living shoreline or hybrid stream edge treatment will allow floodwater to slowly recede over rocks and planted landscape to preserve Riverwalk infrastructure and create a naturally shaded, visually appealing walkway. In locations where a living shoreline will not provide superior upland protection for the Riverwalk, a bulkhead will be required. A hybrid living shoreline should be created in conjunction with bulkheads in areas with no boat dockage and under the review of the City Engineer.

The path width shall conform to current FDOT standards for a shared use path; however FDOT minimum turning radius and grading standards will not be used for the Riverwalk, as the Riverwalk is anticipated to be a more urban, specialized use path. The current FDOT standard of minimum 15' wide with a minimum vertical clearance of 12' high shall be maintained throughout the length of the walkway except in short intervals where width is constrained and in no event shall any constrained location be narrower than 12' in width. Trees, shade structures, lighting, signage and furnishings shall all be placed outside the 15' minimum Riverwalk width or if within the Riverwalk out of necessity due to constraints such as over water location, then shall not reduce the effective width to less than 12' with minimum vertical clearance. The Riverwalk path design shall provide for use by pedestrians and bicyclists of various abilities and be designed for many users entering and exiting the walkway at various, irregular intervals. All path design requirements shall comply with ADA standards. Every effort will be made to provide ADA compliancy as the first design option. For example, ramps will create the primary entrance and exit points along the Riverwalk. Ramps will be fully integrated into the first design option and will not be merely a secondary design feature.

LIGHTING

Appropriate lighting is crucial to creating a unique and safe visitor experience. Lighting design will reinforce and define activity areas and provide interest at night. Lighting will facilitate safe and convenient circulation for pedestrians and bicyclists. Overspill of light and light pollution will be avoided. Minimizing the visual impacts of lighting in related or adjacent parking areas is critical to maintaining the Riverwalk atmosphere and experience.

The Riverwalk shall have an average ambient light level of between one (1) and three (3) footcandles with a minimum of half (0.5) and a maximum of six (6) footcandles at any point as measured on the ground plane. Accent lighting or recreational lighting may exceed these standards by a multiple of 2.5.

The position of the lamp in a pedestrian way light should not exceed 16' from the ground plane. Lighting shall focus on lighting the pathways and pedestrians. Light fixtures shall be installed on the side opposite of the river whenever possible to ensure ease of maintenance and reduced flooding risk. Light fixtures shall have tops to enhance the nighttime sky and prevent glare into adjacent properties. The color of light has also been shown to help people accurately identify colors at night and be more conducive to human health and wildlife. Warm colors, with color temperatures of no more than 3000 Kelvins should be used instead of cool blue light. LED lights with these standards shall be used to increase electrical efficiency. Accent or up lights of

fountains, art, structures and plant material are encouraged to increase visual interest on specimen trees or sculptural design elements. Accent or up lights need to be used in conjunction with the overall lighting plan so the effectiveness of the specialized lighting is pronounced.

SERVICE AREAS

Service areas, constructed stormwater infrastructure, electrical and mechanical equipment shall be visually unobtrusive and should be integrated with the site and adjacent buildings. Landscape screening shall be used as feasible; however use of landscape screening shall be incorporated into the area without creating dead spaces around infrastructure. Light lockers or housing that encloses transformers or back flow valves shall be decorative in nature.

SIGNAGE

Signage shall be provided to assist wayfinding to the Riverwalk, parking and along the Riverwalk. A signage package, outlining color choices, dimensions and materials is located in Appendix A. All signage shall incorporate the Jacksonville Riverwalk logo. Directional signage is located along the roadway, one block away from public access points, and outside of Jacksonville Skyway Monorail Stations. Directional signs direct people to the Riverwalk from sidewalks and streets. Parking is noted on directional signs if parking is adjacent or across the street from a directional sign.

Signage along the Riverwalk includes directory/directional signs and directional signs. The directory/directional signs are located at public access points. The directory map signs are designed to be electronic in the future, however, until such time, the map shall be updated if any of the key locations as outlined in the legend change or as the Riverwalk expands. Directional signage above the directory sign identify features along the Riverwalk or easily accessible from the Riverwalk. Points of interest outside the Riverwalk are listed with the number of blocks from the Riverwalk. Points of interest that are not directly accessible are not listed on directional signage. Directional signs are placed at public access points where a directory sign is clearly visible. River taxi signs are also noted along the Riverwalk.

All signage and locations shall be approved by the Parks Director. No commemorative markers or storyboards shall be located on the Riverwalk without the express approval of the Parks Director and shall conform to or compliment the color palette and materials adopted in Appendix A. Sign locations shall be field verified to minimize interference with other signs, utilities and trees. Signs shall be mounted as described in Appendix A. No sign shall reduce the effective width of the Riverwalk to less than 12 feet.



Logo

HARDSCAPE

Segments of the Northbank and Southbank Riverwalks were constructed at different times and with varying materials. Each installation offers interesting experiences and designs. It is



important to keep key design elements of all segments as they increase the length and diversity of the public space. Planting patterns and key hardscape elements will tie the Riverwalks together, while they remain distinctly different.

The benches shall provide contrasting colors to the orange to red hues. (Pantone 1585C, 1797C, 5455U or equivalent). The design shall be approved by the Parks Director. The benches styles shall be placed on both sides of the Riverwalk in an effort to tie the design styles together and create a more playful design aesthetic.



Examples of potential, acceptable artistic benches.
(Jeppe Hein "Bench of Expectations & Landscape Forms "Escofet Flor")

NORTHBANK RIVERWALK

The Northbank connects the sports district, restaurants, shops, offices, businesses and the Downtown, Brooklyn and Riverside neighborhoods. Earthy brown and red colors, straight lines, angular and square patterns dominate the paving design of the Northbank. The walkway changes from pavers to concrete at various locations, but all of the internal paving design includes some square design of paver accents in the brown color family. The fencing is primarily black or galvanized metal in straight lines with accents of squares with an "X" through them. This design style should be maintained, however the material and detail design choices shall be flexible. All designs shall be submitted to the Parks Director for written approval prior to submission to the Building Department.

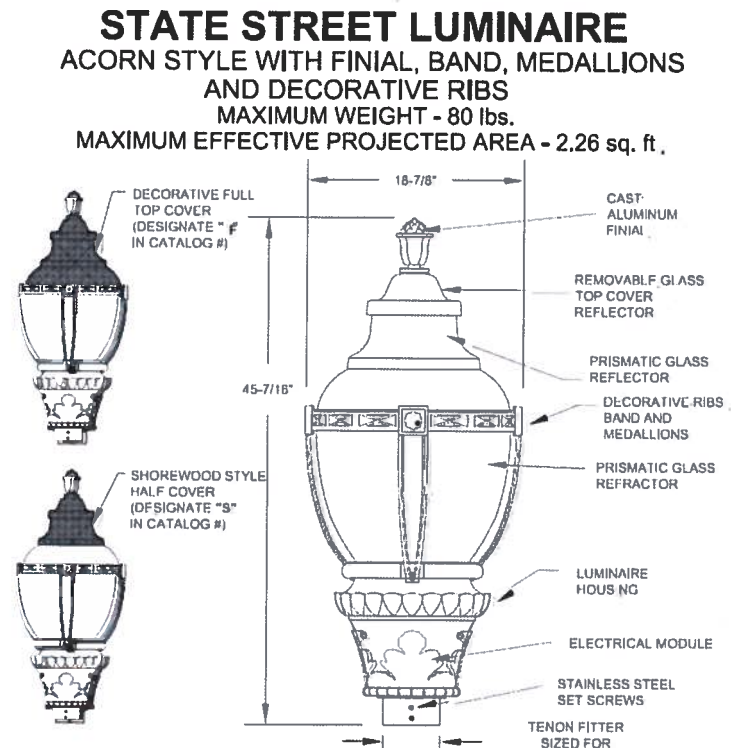
Many of the pavers that are used throughout the current Northbank Riverwalk are no longer available and the design has been costly to maintain. New walkways should be constructed of concrete with pavers being used as accents in rectilinear patterns. These accents should occur where the two paths meet or where turns occur. Pavers shall be installed per tolerances and specifications outlined in the Interlocking Concrete Pavement Institute guidelines. Concrete portions of the walkway shall be reinforced concrete and be a minimum of 5" thick. Concrete shall comply with existing City of Jacksonville concrete specifications. Concrete shall have a salt finish. Any colored concrete shall be colored throughout the concrete.

Railings that are used along Northbank Riverwalk shall be either powder coated black or hot dipped galvanized steel. Railing shall be upright and accent patterns shall be rectilinear in nature. Railings shall be as unobtrusive as possible so the waterfront is more dominant than the railing. Railings should only be used in areas where it is necessary according to safety code.



Examples of potential, acceptable Northbank Riverwalk railing.

Light standards shall be historic in character and powder coated black. Current lights should be matched in quality and style. Existing lights are similar to the State Street, Acorn Style Luminaire with full decorative cover. The primary lighting along Northbank Riverwalk will be from light standards. Bollard path lights may compliment the light standards, with style complimenting the light standards.



Examples of acceptable Northbank Riverwalk lighting.

Benches along Northbank Riverwalk shall be historic in character and all steel. Existing wood benches will be phased out. Acceptable benches shall be black or green FMS-324 bench from Victor Stanley. Where appropriate, the backless bench model could be used or approved equal. Trash cans shall also be all steel and open from the top. Acceptable trashcans shall be the ES-42 Victor Stanley or Lexington 36 gallon with rain bonnet lid, or approved equal. Bike racks shall be black or green Victor Stanley BRHS-101 or approved equal. Drinking fountains shall be Canterbury Designs, New York Fountain or approved equal. All site furnishings shall be attached with stainless steel, tamper proof hardware.



Examples of acceptable Northbank Riverwalk site furnishings.

SOUTHBANK RIVERWALK

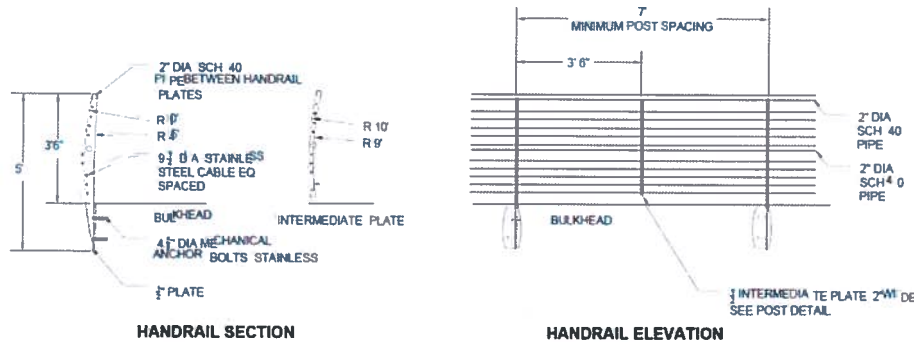
The Southbank Riverwalk provides connection among many medical facilities, restaurants, shops, offices, businesses and the San Marco neighborhood. Bright colors and curvilinear lines enhance a nautical themed design style that defines the Southbank. The current Southbank Riverwalk is constructed over the water. As the Southbank Riverwalk is built out, the walkway design should shift to areas on land, and concrete should be used with paver details. Alternative shade sails should be used that allow for more head room. This design style should be maintained, however the material and detail design choices shall be flexible. All designs shall be submitted to the Parks Director for written approval prior to submission to the Building Department.

Many of the pavers that are used throughout the current Southbank Riverwalk are faded, custom colors and have been costly to maintain. New walkways should be constructed of concrete with pavers being used as accents in curvilinear patterns similar to the existing radii. These accents should occur on a regular basis along the walkway to add interest. Bands of a two tan pavers (Pantone 467C), in an offset stacked bond configuration, shall be used to differentiate between color changes. Pavers shall be installed per tolerances and specifications outlined in the Interlocking Concrete Pavement Institute guidelines. Concrete portions of the walkway shall be reinforced concrete and be a minimum of 5" thick. Concrete shall have a salt finish. Any colored concrete shall be colored throughout the concrete. Concrete and paver color palette shall consist of the following (or equivalent):

Pantone 174C	Pantone 7452C	Pantone 7416C
Pantone 1797C	Pantone 7499C	Pantone 3294C

Railings that are used along Southbank Riverwalk shall contain steel wire with galvanized posts and

a thicker top railing. If more walkways are built over the water, the railing shall be arced into the walkway to match the area between Friendship Fountain and Duval County School Board. Railings on walkways not over the water shall be upright. Railings shall be as unobtrusive as possible so the waterfront is more dominant than the railing. Railings should only be used in areas where it is necessary according to safety code.



Example of acceptable Southbank Riverwalk railing mounted to a bulkhead.



Existing Southbank Riverwalk railing and materials.

Light standards for general path lighting shall be a similar style to the existing Southbank Riverwalk lights. These are the Architectural Area Lighting, Universe Collection, medium or pedestrian scale. The fixtures are illuminated solid rings, straight hoods, black with a flat glass lens. The pole is a 12' pole with fluted decorative base and a SLA 17 arm.

Benches and trashcans can be sourced from DuMor and the steel black trash can is model 84-32-DM and the bench is the DuMor Steel Bench 95 in a 10' length. The drinking fountain is Murdock #M43-2-PF. Acceptable alternatives can be approved by the Parks Director. All site furnishings shall be attached with stainless steel, tamper proof hardware. Direct connections of the hardware

into brick should be avoided.



Examples of acceptable Southbank Riverwalk site furnishings.

LANDSCAPE

GENERAL

Landscape design, installation, and maintenance shall comply with RPDC and with Part 12, Chapter 656, City of Jacksonville Ordinance Code, Tree Preservation and Landscape Standards; should there be a conflict between Chapter 656, Landscape Design Standards and RPDC, the more stringent requirement shall prevail. Proposed landscape design by the Property Owner within the easement may be considered in satisfying applicable portions of the requirements of the Landscape Ordinance; existing landscape within the easement may be considered with new development work using Chapter 656 "Credit for existing trees and understory." Screening of parking lots and drives shall be in compliance with Chapter 656, Landscape Design Standards.

QUALITY CONTROL

Landscape Work shall be installed based on approved landscape documents prepared by a State of Florida registered Landscape Architect. Approval shall be completed in the 10 set review process and concurrence with City of Jacksonville, Parks Recreation and Community Services, Office of Director. Installation of landscaping shall be in accordance with Chapter 656 "Landscape Design Standards." See Chapter 656, "Invasive Species" for prohibited material. Site inspections shall be conducted by a landscape architect during the installation and at completion. Maintenance inspections for all formal landscape areas shall be completed by a landscape architect on a monthly basis. A maintenance report with accompanying photographs and map shall be generated to ensure issues are addressed properly.

PLANTING ZONES

Planting designs shall be established by planting zones. The areas closest to the river will have a less manicured appearance and will be able to withstand tidal changes and flooding. Areas closer to the Riverwalk shall be more formal in design and node planting design shall be highly designed and maintained. Plants appropriate for each area are outlined in the planting lists, Appendix B.

FLOATING WETLAND MATS (SOUTHBANK, 2016)

Floating wetland mats shall be installed in small water areas that are located between the bulkhead and the Southbank Riverwalk. The mats are constructed of framework that supports

planting media to grow grasses/rushes and will offer changing floristic interest. The mats will need to be replanted yearly as the plant material will become too large for the mat structure.

RIVERSHORE (SLOPED AREAS ADJACENT TO THE RIVER)

Rivershore areas are areas with slopes adjacent to the river. These areas often contain rip-rap and have slopes that near 4:1. The purpose of planting in these areas is to create floristic diversity and stabilize the banks. No areas along the Riverwalk shall have slopes that exceed 4:1.

RIVERWALK

The main Riverwalk walkway shall have consistent plantings that are formal in nature and tie into the adjacent plantings. In order to do this, key or thread plants shall be used. These plants will be used to provide 60% of the plant materials along the walkway. These plants are noted in the plant list.

ADJACENT TO CORPORATE CAMPUS

These are existing areas adjacent to corporate campuses. The companies have tied the Riverwalk planting and maintenance into their corporate landscapes. There shall be no change in these planting designs for the areas that are already maintained.

POPS/ACCENTS

These areas will incorporate more formal planting designs and may include planters and hanging baskets. Use of native plants is encouraged in these areas. These will provide smaller pops of color or interest, but not be as large as the nodes in scale.

NODES/HUBS

Node shall be designed in accordance with the theme of the node and only required to plant 20% of the plants in the planting list. Use of native plants is encouraged in these areas. The node design shall incorporate the key/thread planting material to maintain consistency along the Riverwalk.

DESIGN PRINCIPLES

DESIGN FRAMEWORK

In formal planting areas, mass plantings should be used to increase the readability of the landscape. Textures should be considered when pairing plants. Plants that are seasonally dormant should be paired with plants that offer interest during the dormant season.

In areas of natural plantings, foreground plantings shall create a formal edge. The foreground plantings shall be limited in species and size/height. These plants are noted in the plant list.

Under plantings in shady areas should focus on varying colors of green and texture. Plantings in sunny areas shall also utilize texture changes, however blooming plants that continue throughout the seasons are strongly encouraged.

Planting areas shall be lined with small fencing to protect plantings and further reinforce planting zones. This fencing should be 2-3' tall, sized according to the associated planting and location along the Riverwalk. The intent of the fencing is to create another visual cue to visitors that the plantings



Example of fencing in a planting zone.

are not be walked through.

Walls and hedges utilized to screen visibility of unsightly areas such as service yards require a six (6) foot wide (minimum) landscaped bed of smaller shrubs and groundcovers. However, the berm or hedge may not to be constructed where it interferes with vision or safety.

All areas of the Riverwalk landscaping shall be designed in accordance with Crime Prevention through Environmental Design Guidelines (CPTED).

STORMWATER TREATMENT

Wherever feasible, best management practices shall be incorporated in the Riverwalk. No hardscape structures shall be used to directly channel flow into the river; all stormwater shall sheet flow through formally planted filter strips into the landscape. Planting shall be integrated with water quality treatment areas and selected based on their

ability to tolerate standing water time after storm events.

Where above ground stormwater management facilities are required, such facilities shall contain multi-purpose amenities. For example, a bioswale could be used to screen other infrastructure or a dry retention basin can be used for active recreation.

EROSION CONTROL

Along the waterfront, where bulkheads are not present a minimum of a 3:1 slope shall be maintained. Any areas that contain rip-rap, the rip rap shall be a consistent size, no smaller than 1-1.5ft. and weighing between 150-500 pounds, unless a hydrologist deems smaller material is able to maintain the slope. Rip rap shall meet all St. John's River Water Management District standards and the outermost layer shall be comprised of gray granite or similar material that provides a uniform appearance. The sloped and rip rap slopes shall be planted with soil, as feasible so root systems are able to help maintain the slope. Appropriate plant materials are identified in the planting list. Grasses, perennial and forbes (native perennial) species shall be planted no more than 2' OC.

SHADE

Shade trees shall be used to ensure a canopied Riverwalk. Seventy percent of the Riverwalk shall be shaded either by trees or shade structures. Shade shall be measured by the canopy size as outlined in the Jacksonville Tree Commission's Approved Tree Planting List ("Tree Planting List"), or by the shadow cast by a shade sail at noon. Shade trees or large trees as identified by the Tree Planting List shall be used in areas with areas large enough for planting. The planting area requirements for a large tree shall be a minimum of 15' x 15; however, if less space is available a structural soil, custom support system, or suspended pavements shall be used to accommodate the root system. Only small and medium trees as identified by the Tree Planting List shall be specified in planters. Planting of groundcovers should be considered under trees as feasible. Shade structures shall be placed in areas that cannot support tree plantings. Shade structures shall be designed for easy removal if fabric is used and affordable replacement. Shades shall be at a height to minimize vandalism and conform to the minimum vertical clearance height of 12'. All shade structures shall be approved by Parks

Director.

IRRIGATION

All irrigation shall be designed to be consistent with water efficient landscaping design standards in accordance with Chapter 656; informal/natural theme to include areas of re-established native plant communities with temporary irrigation system.

If feasible, irrigation systems shall use reclaimed water.

Temporary irrigation systems shall be abandoned after plantings are established in Rivershore Planting Zones. Irrigation systems in nodes, nodettes and Riverwalk shall be maintained in fully functional condition at all time. If planters or baskets are used, they shall be watered with a water truck.

Equipment and design shall be as vandal resistant as possible.

PLANT LIST

For the purpose of continuity and compatibility, the attached plant list is provided. Continuity from development to development is gained along the riverfront where RPDC has provided for certain requirements such as plant materials; design compatibility is gained by repetition in detailing and design elements, such as landscape features and textures.

Riverwalk Park Plant Palette

Botanical Name	Common Name	Native?	Size Mature Height	Bloom Color	Light	Drought Tolerance	Salt Tolerance	Wildlife Attractor	Planter (No less than 10"x10")	Zone	Plantings Category	Comments
Large Shade Trees												
<i>Acer rubrum</i>	Red Maple	Y	80' ht.	Yellow/Green	Sun, Partial Sun	Well to Wet	Low	Yes	No	RW, Corp. Pop. N	Yes	Low salt tolerance, but flood tolerant
<i>Betula nigra</i>	River Birch	Y	50' ht.	Yellow	Sun, Partial Sun	Well to Wet	Low	Yes	Yes	RW, Corp. Pop. N	Yes	Low salt tolerance, but flood tolerant
<i>Ilex cassine</i> and cvs	Daboon Holly	Y	30' ht.	White	All	Medium to Wet	Medium	No	No	WTLD, RS	Rivershore	High wind, base maintenance trimming on yearly basis
<i>Juniperus virginiana</i>	Red Cedar	Y	50' ht.	Green	Sun, Partial Sun	Well	High	Yes	No	RW, Corp. Pop. N	Formal	
<i>Magnolia grandiflora</i>	Southern Magnolia	Y	80' ht.	White	Sun, Partial Sun	Well to Medium	High	Yes	No	RS, RW, Corp. Pop. N	All	
<i>Nyssa sylvatica</i>	Black Gum	Y	75' ht.	Yellow	Sun, Partial Sun	Well to Wet	Medium	Yes	No	RS	Rivershore	
<i>Persea borbonia</i>	Red Bay	Y	60' ht.	Yellow	Sun, Partial Sun	Well to Wet	High	Yes	No	WTLD, RS	Rivershore	Low to Medium wind
<i>Platanus occidentalis</i>	Sycamore	Y	60' ht.	Green	Sun, Partial Sun	Well	Medium	Yes	No	RS, RW, Corp. Pop. N	Rivershore	Seeds and leaves should be considered with maintenance
<i>Quercus shumardii</i>	Shumard Oak	Y	80' ht.	Green	Sun	Well to Medium	Medium	Yes	Yes	RW, Corp. Pop. N	Formal	Tolerates occasionally wet soil, Medium to High Wind
<i>Quercus virginiana</i>	Live Oak	Y	80' ht.	Yellow	Sun	Well	Medium	Yes	No	RW, Corp. Pop. N	Formal	
<i>Taxodium distichum</i>	Yellow Trumpet Tree	Y	35' ht.	Yellow	Sun	Well	Medium	No	Yes	RW, Corp. Pop. N	Formal	Low Wind
<i>Ulmus crassifolia</i>	Cedar Elm	Y	70' ht.	Green	Sun, Partial Sun	Well to Wet	Medium	No	No	RW, Corp. Pop. N	All	Susceptible to disease and pests
<i>Ulmus parvifolia</i> and cvs.	Chinese Elm	N	50' ht.	Green	Sun, Partial Sun	Well to Medium	Medium	No	Yes	RW, Corp. Pop. N	Formal	Susceptible to pests and freezing in FL, tolerates occasionally wet soil
Small/Spectacular Trees												
<i>Chionanthus virginicus</i>	Fringe tree	Y	20' ht.	White	Sun, Partial Sun	Well	Medium	Yes	Yes	RW, Corp. Pop. N	All	Spring bloom, slow growing, regular watering, Chinese variety also acceptable
<i>Cercis canadensis</i>	Red Bud	Y	30' ht.	Pink/Purple	Sun, Partial Sun	Well	Medium	Yes	Yes	RW, Corp. Pop. N	Formal	
<i>Cordia boissieri</i>	White Geiger	N	20' ht.	White	Sun, Partial Sun	Well	Medium	No	Yes	RW, Corp. Pop. N	Formal	
<i>Ilex vomitoria</i> and cvs.	Yaupon Holly	Y	30' ht.	Red	Sun, Partial Sun	Well to Wet	High	Yes	Yes	RW, Corp. Pop. N	Formal	
<i>Ostrya virginiana</i>	Hophornbeam	Y	40' ht.	Green	Sun, Partial Sun	Well	Medium	Yes	Yes	RW, Corp. Pop. N	Formal	Beautiful seedpods
<i>Prunus umbellata</i>	Flattwoods Plum	Y	20' ht.	White	Sun, Partial Sun	Well	Medium	Yes	Yes	RW, Corp. Pop. N	All	produces plums, plant where plum can drop without maintenance
<i>Quercus myrtifolia</i>	Myrtle Oak	Y	40' ht.	Green	Sun, Partial Sun	Well to Medium	High	Yes	Yes	RW, Corp. Pop. N	All	Shorter oak, must be shaped into tree form
<i>Sabal palmetto</i>	Sabal Palm/Cabbage Palm	Y	65' ht.	Green	Sun, Partial Sun	Well to Wet	High	Yes	Yes	RS, RW, Corp. Pop. N	All	Free seeding is a problem
<i>Walter's Tiburnum</i> "Fritillachochlee"	Walter's Viburnum	Y	25' ht.	White	All	Well to Medium	High	Yes	Yes	RS, RW, Corp. Pop. N	All	Tolerates occasionally wet soil, beautiful spring blooms
Shrubs												
<i>Clethra alnifolia</i>	Sweet Pepperbush	Y	8' ht.	White	All	Well to Wet	Medium	Yes	No	RS	Rivershore	
<i>Hepiaphysium arborescens</i>	Schierberg	N	15' ht.	White	Sun, Partial Sun	Well to Medium	Medium	No	No	RW, Corp. Pop. N	Formal	Susceptible to scale
<i>Ilex glabra</i>	Galiberry	Y	8' ht.	White	Partial Sun	Wet	Medium	No	No	RS	Rivershore	
<i>Monstera deltoidea</i>	Split Leaf Philodendron	N	6' ht.	Purple	All	Well	Medium	No	No	RW, Corp. Pop. N	Formal	
<i>Podocarpus macrophyllus</i>	Podocarpus	N	20' ht.	Purple	Sun, Partial Sun	Well	High	No	Yes	RW, Corp. Pop. N	Formal	Susceptible to pest and diseases; high wind
<i>Ruselia equisetiformis</i>	Finecracker Plant	Y	5' ht.	Scarlet	Sun	Well	Medium	Yes	Yes	RW, Corp. Pop. N	Formal	Susceptible to pest
<i>Sabal minor</i>	Dwarf Palmetto	Y	9' ht.	All	All	Well to Medium	Medium	Yes	Yes	RS, RW, Corp. Pop. N	All	
<i>Zamia floridana</i>	Goosie	Y	5' ht.	All	All	Well	High	Yes	Yes	RW, Corp. Pop. N	Formal	
Vines												
<i>Bignonia capreolata</i>	Trumpet Vine	Y	30' ht.	Orange/Red	All	Well to Medium	Medium	Yes	No	RW, Corp. Pop. Node	Formal	Tolerates brief flooding
<i>Hedera canariensis</i>	Algerian Ivy	N	1' ht.	Shade	Shade	Well	Medium	No	Yes	RW, Corp. Pop. N	Formal	
<i>Lonicera sempervirens</i>	Coral Honeysuckle	Y	15' ht.	Orange/Red	Full Sun	Medium	Low	Yes	Yes	RS, RW, Corp. Pop. N	All	
Groundcovers												
<i>Asparagus setosus</i> 'Myers'	Footfall Fern	N	2' ht.	Purple	Partial Sun, Shade	Medium	Medium	No	Yes	RW, Corp. Pop. N	Formal	evergreen
<i>Liriope muscari</i> and cvs.	Liriope	N	2' ht.	Pink	All	Well	Medium	No	Yes	RW, Corp. Pop. N	Formal	
<i>Mimosa strigilosa</i>	Sunshine Mimosa	Y	3-4' ht.	Pink	Sun	Well	Medium	No	Yes	RS, RW, Corp. Pop. N	All	
<i>Opilopogon japonicus</i> and cvs.	Mondo Grass	N	1' ht.	White	Partial Sun, Shade	Well	Medium	No	Yes	RW, Corp. Pop. N	Formal	
<i>Osmunda regalis</i>	Royal Fern	Y	2' ht.	Brown	Partial Sun, Shade	Medium	Medium	No	Yes	RS, RW, Corp. Pop. N	All	
<i>Trachelospermum asiaticum</i>	Small-Leaf Jasmine	N	3' ht.	White	Sun, Partial Sun	Well to Medium	Medium	No	Yes	RW, Corp. Pop. N	Formal	
Grasses												
<i>Andropogon spp.</i>	Bluestem Grass	Y	10' ht.	Silver/Pink	Sun	Well to Medium	High	No	No	RS	Rivershore	Erosion control
<i>Distichlis spicata</i>	Salt Grass	Y	2' ht.	Yellow	Sun	Wet	High	No	Yes	RS	Rivershore	
<i>Andropogon capillaris</i>	Muhly Grass	Y	3' ht.	Purple/Pink	Sun, Partial Sun	Well to Medium	High	Yes	No	RW, Corp. Pop. N	Formal	Cut to ground in the spring to encourage bloom
<i>Panicum virgatum</i> and cvs.	Panic Grass	Y	5' ht.	Tan	Sun, Partial Sun	Well	High	Yes	No	RS	Rivershore	
<i>Paspalum quadratum</i>	Crown Grass	N	4' ht.	Tan	Sun	Well	High	No	No	RS, RW, Corp. Pop. N	All	

Riverwalk Park Plant Palette

Botanical Name	Common Name	Native?	Size Mature Height	Bloom Color	Light	Drought Tolerance	Salt Tolerance	Wildlife Attractor	Planter (No less than 10"x10")	Zone	Plantings Category	Erosion control	Comments
<i>Spartina</i> spp.	Cordgrass	Y	4' ht.	Tan	Sun	Well to Wet	High	Yes	Yes	RS	Rivershore		
<i>Tripsacum dactyloides</i>	False Aster	Y	6' ht.	Green	Sun, Partial Sun	Well to Medium	Medium	Yes	Yes	RS, RW, Corp; Pop; N	All		Cut back to ground after frost kills the foliage, also available in dwarf variety
<i>Tripsacum floridana</i>	Florida Gaura Grass	Y	4' ht.	Yellow	Partial Sun, Shade	Well to Wet	Medium	No	No	RS	Rivershore		
Perennials													
<i>Agapanthus africanus</i>	Lily of the Nile	N	2' ht.	Purple	Sun, Partial Sun	Well	Medium	No	Yes	RW, Corp; Pop; N	Formal		
<i>Alpinia zerumbet</i>	Shell Ginger	N	4' ht.	White	Partial Sun	Well to Medium	Medium	Yes	Yes	RW, Corp; Pop; N	Formal		
<i>Asclepias tuberosa</i>	Butterfly Milkweed	Y	2' ht.	Orange	All	Medium to Wet	Medium	Yes	Yes	RS, RW, Corp; Pop; N	All		
<i>Baptisia alba</i>	White Indigo	Y	2' ht.	White	Sun, Partial Sun	Well	Medium	Yes	Yes	RW, Corp; Pop; N	Formal		Baptisia australis, or Blue False Indigo is also appropriate
<i>Coreopsis auriculata</i>	Coreopsis - Lobed Tidestee	Y	3' ht.	Yellow	Sun, Partial Sun	Well to Medium	Medium	Yes	Yes	RS, RW, Corp; Pop; N	All		dormant in winter
<i>Coreopsis lanceolata</i>	Coreopsis - Lanceolata	Y	3' ht.	Yellow	Sun, Partial Sun	Well to Medium	Medium	Yes	Yes	RW, Corp; Pop; N	Formal		only use in containers, highly invasive once established
<i>Equisetum hyemale</i>	Horseshoe Fern	Y	4' ht.	none	Sun, Partial Sun	Well	High	Yes	Yes	RS, RW	All		Coastal flatlands
<i>Erigeron yuccifolium</i>	Button Snakeroot	Y	3' ht.	White	All	Medium to Wet	Medium	Yes	Yes	RW, Corp; Pop; N	Formal		
<i>Eurovys</i> spp.	Bush Daisy	N	6' ht.	Yellow	Sun, Partial Sun	Well to Medium	Medium	No	Yes	RS, RW, Corp; Pop; N	All		
<i>Gaillardia pulegiella</i>	Blanket Flower	Y	2' ht.	Yellow/Red	Sun	Well	Medium	Yes	Yes	RS, RW, Corp; Pop; N	All		
<i>Hamelia patens</i>	Firebush	Y	5' ht.	Red/Orange	Sun	Well	Medium	Yes	Yes	RW, Corp; Pop; N	All		
<i>Hedychium</i> spp.	Butterfly Ginger	N	8' ht.	Yellow/Red	Sun	Well to Medium	High	Yes	Yes	RS, RW, Corp; Pop; N	Formal		
<i>Helianthus angustifolius</i>	Swamp Sunflower	Y	4' ht.	Yellow	Sun	Well to Wet	High	Yes	No	RS, RW, Corp; Pop; N	All		
<i>Helianthus debilis</i>	Beach Sunflower	Y	4' ht.	Yellow	Sun	Well	High	Yes	Yes	RS, RW, Corp; Pop; N	All		
<i>Illicium floridanum</i>	Red Anise	Y	6' ht.	Red	Shade	Medium	Medium	Yes	Yes	RS, RW, Corp; Pop; N	All		Develops fungus if planted in wet areas, dune stabilization
<i>Iris Neomarica carnea</i> sp	Giant Apostles Iris	N	5' ht.	Purple	Partial Sun	Medium	High	Yes	Yes	RS, RW, Corp; Pop; N	All		Dwarf and white flowering varieties available
<i>Iris virginica</i>	Southern Blue Flag	Y	2' ht.	White, Blue	Sun	Well	Medium	Yes	No	RS	Rivershore		
<i>Liatis spicata</i>	Blazing Star	Y	5' ht.	Purple	Sun	Well	Medium	Yes	Yes	RS, RW, Corp; Pop; N	All		Can get leggy, plant with grasses to support plant
<i>Penstemon lanceolata</i>	Penstemon	N	4' ht.	Red	Sun	Well	Medium	Yes	Yes	RW, Corp; Pop; N	Formal		Susceptible to freeze
<i>Solidago species</i>	Goldenrod	N	6' ht.	Yellow	Sun, Partial Sun	Well to Wet	High	Yes	Yes	RS, RW, Corp; Pop; N	All		Other species of Solidago are good
<i>Spiraea filiformis</i>	Aztec Lily	N	2' ht.	Red	Sun, Partial Sun	Well	Medium	No	Yes	RW, Corp; Pop; N	Formal		
<i>Yucca filamentosa</i>	Adam's Needle/Beanygrass	Y	4' ht.	White	Sun, Partial Sun	Well	Medium	Yes	Yes	RW, Corp; Pop; N	Formal		also comes in variegated varieties
<i>Zingiber zerumbet</i>	Pine Cone Ginger	N	7' ht.	Red	Partial Sun	Well to Medium	Medium	No	Yes	RW, Corp; Pop; N	Formal		needs to be planted in shaded areas
Aquatic Plants (Native/Non-Native)													
<i>Cladium jamaicense</i>	Saw-Grass	Y	6' ht.	Grn/Bm	Sun, Partial Sun	Wet	Medium	Yes	No	WTLD	Rivershore		Can tolerate brackish water
<i>Juncus effusus</i>	Common Rush	Y	4' ht.	Red	Sun	Wet	High	No	Yes	WTLD	Rivershore		
<i>Hibiscus coccineus</i>	Scarlet Hibiscus	Y	5' ht.	Red	Sun	Wet	High	Yes	Yes	WTLD	Rivershore		
<i>Lobelia cardinalis</i>	Cardinal Flower	Y	4' ht.	Red	Sun	Wet	Medium	Yes	Yes	WTLD	Rivershore		
<i>Pontederia cordata</i>	Pickersweed	Y	3' ht.	Purple	Sun, Partial Sun	Wet	Medium	Yes	No	WTLD	Rivershore		Fully submerged plant
<i>Potamogeton pectinatus</i>	Sago Pondweed	N	3' ht.	White	N/A	Wet	High	No	No	WTLD	Rivershore		Can tolerate brackish water
<i>Typha x glauca</i>	Hybrid Cattail	Y	9' ht.	Brown	Sun, Partial Sun	Wet	High	Yes	No	WTLD	Rivershore		
<i>Typha domingensis</i>	Southern Cattail	Y	9' ht.	Tan	Sun, Partial Sun	Wet	High	Yes	No	WTLD	Rivershore		
<i>Spartina</i> spp.	Cordgrass	Y	4' ht.	Yellow	Sun	Well to Wet	High	Yes	No	RS	Rivershore		Erosion control
<i>Canna flaccida</i>	Canna	Y	4' ht.	Yellow	Sun	Wet	High	Yes	No	WTLD	Rivershore		color
Zones Abbreviations													
Wetland - WTLD													
Rivershore - RS													
Riverwalk - RW													
Corporate - Corp													
Pop - Pop													
Nodes - N													
Planting Categories													
Rivershore													
Formal													
Thread Plants													



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PROJECT NAME

JACKSONVILLE RIVERWALK
WAYFINDING
JACKSONVILLE, FL
GRAPHICS & DECOR DESIGN
CONTROL DOCUMENTS



ISSUE DATE

JANUARY 18, 2019

PROJECT NO.

2018.056.00

PHASE

DESIGN CONTROL

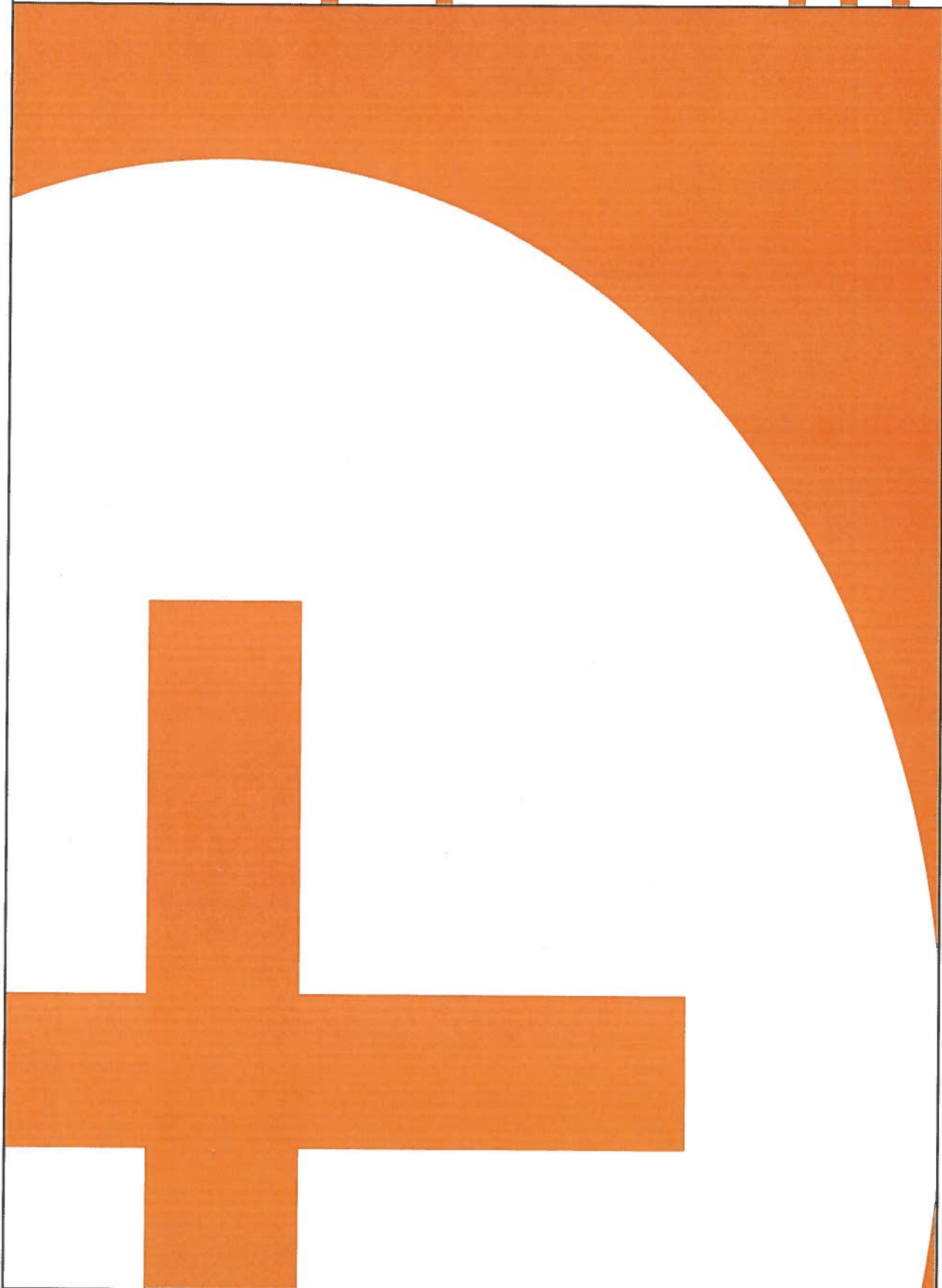


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B.04	DIRECTORY
B.05	DIRECTIONAL
B.06	WATER TAXI ID

GENERAL NOTES

- ALL EDGES ARE TO BE PAINTED THE SAME COLOR AS THE FACE UNLESS OTHERWISE NOTED. ALL EXPOSED BACK SIDES ARE TO BE PAINTED THE SAME AS THE FRONT FACE BACKGROUND COLOR, UNLESS OTHERWISE NOTED.
- ALL STANDOFFS TO BE PAINTED SAME COLOR AS ELEMENT IT ATTACHES FROM, UNLESS OTHERWISE NOTED.
- ALL ATTACHMENTS TO BE CONCEALED UNLESS OTHERWISE NOTED.
- ALL ATTACHMENTS TO BE MADE WITH FOAM TAPE AND CONSTRUCTION ADHESIVE AS REQUIRED, UNLESS OTHERWISE NOTED. FABRICATOR TO INFORM DESIGNER IF ALTERNATE MOUNTING METHODS ARE REQUIRED.
- BLACK OUTLINES DENOTE SIGN EDGES AND ARE NOT INCLUDED IN SIGN ARTWORK, UNLESS OTHERWISE NOTED.
- DESIGNER TO PROVIDE ELECTRONIC ARTWORK FOR ALL GRAPHICS IN ADOBE ILLUSTRATOR CS4. FABRICATOR WILL BE RESPONSIBLE FOR CONVERTING FILES IF NEEDED IN A DIFFERENT FILE FORMAT.
- PAINT FOR ALL SIGNAGE AND GRAPHIC COMPONENTS TO HAVE A SATIN FINISH, UNLESS OTHERWISE NOTED.
- ALL FABRICATION METHODS TO CONFORM TO TYPE IIB CONSTRUCTION IN THE INTERNATIONAL BUILDING CODE. ALL TEXTILES TO BE CLASS A RATED.
- SHOP DRAWINGS FOR ALL GRAPHIC AND DECOR ELEMENTS MUST BE SUBMITTED TO DESIGNER FOR REVIEW AND APPROVAL PRIOR TO PROCEEDING WITH FABRICATION. SHOP DRAWINGS TO INCLUDE DETAILED FABRICATION AND ATTACHMENT METHODS.
- ALL SUBSTITUTIONS TO BE APPROVED BY DESIGNER.
- A SITE VISIT WILL BE REQUIRED BY FABRICATOR PRIOR TO FABRICATION.



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SHEET TITLE

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GENERAL NOTES

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JACKSONVILLE, FL
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PROJECT NO.

2018.056.00

PHASE

DESIGN CONTROL

ISSUE DATE

JANUARY 18, 2019

SCALE

AS NOTED

SHEET

A.01

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B GENERAL NOTES

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A TYPE FAMILY



B RIVERWALK LOGO

C PROJECT COLORS

COLOR 1 PMS 2387C	COLOR 2 PMS 292C	COLOR 3 PMS 2423U	COLOR 4 WHITE
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Sheet Date

SHEET TITLE

TYPE FAMILY

RIVERWALK LOGO

PROJECT COLORS

PROJECT NAME

JACKSONVILLE RIVERWALK

WAYFINDING

JACKSONVILLE, FL

GRAPHICS & DECOR DESIGN

CONTROL DOCUMENTS

PROJECT NO.

2018.056.00

PHASE

DESIGN CONTROL

ISSUE DATE

JANUARY 18, 2019

SCALE

AS NOTED

SHEET

A.02



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Initial Date

SHEET TITLE

SIGNAGE FAMILY

PROJECT NAME

JACKSONVILLE RIVERWALK
WAYFINDING
JACKSONVILLE, FL
GRAPHICS & DECOR DESIGN
CONTROL DOCUMENTS

PROJECT NO.

2018.056.00

PHASE

DESIGN CONTROL

ISSUE DATE

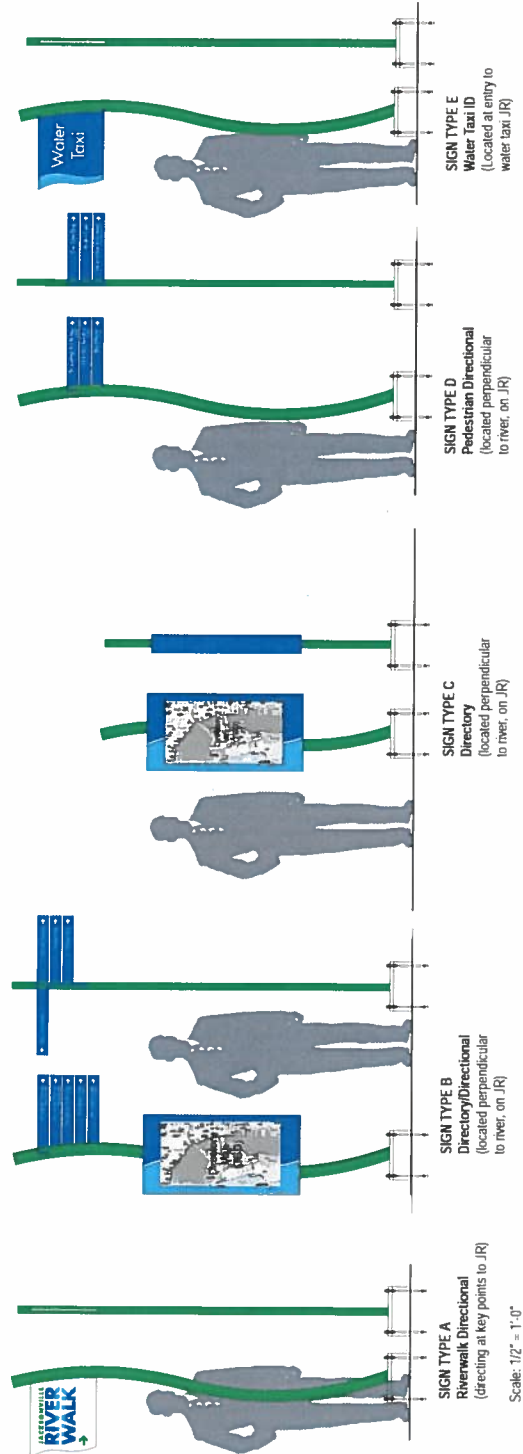
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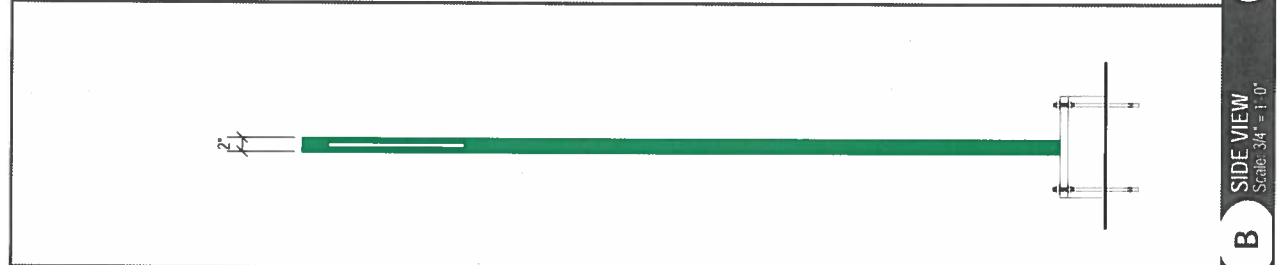
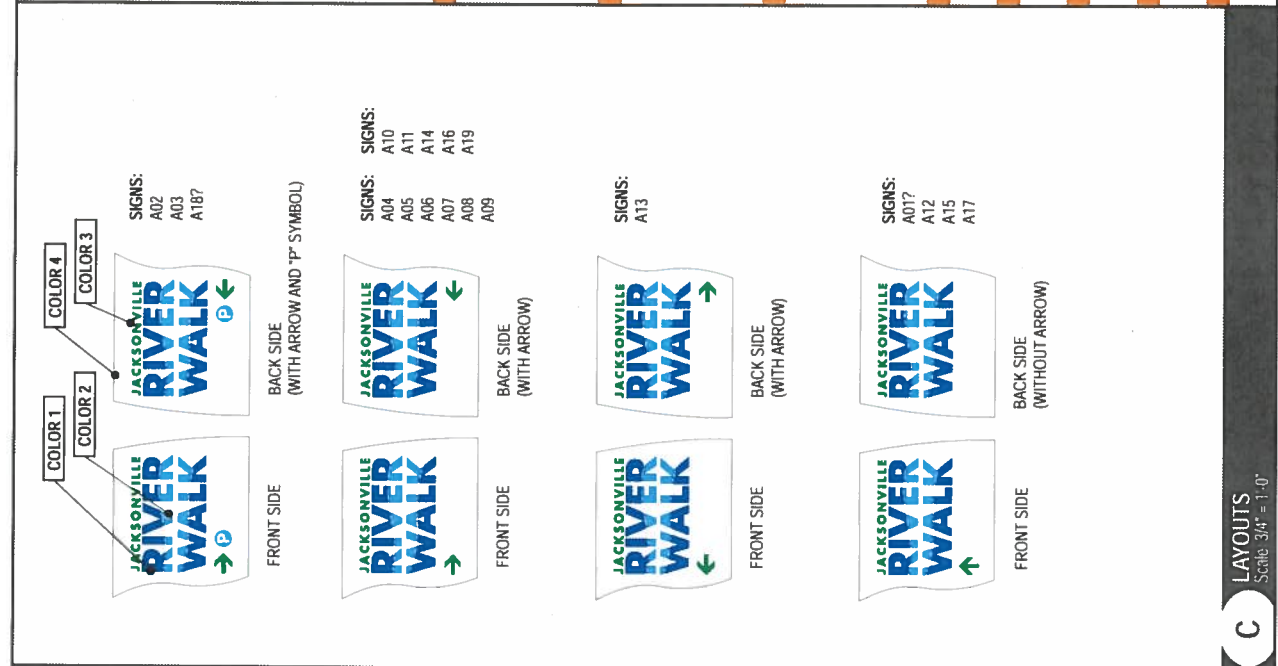
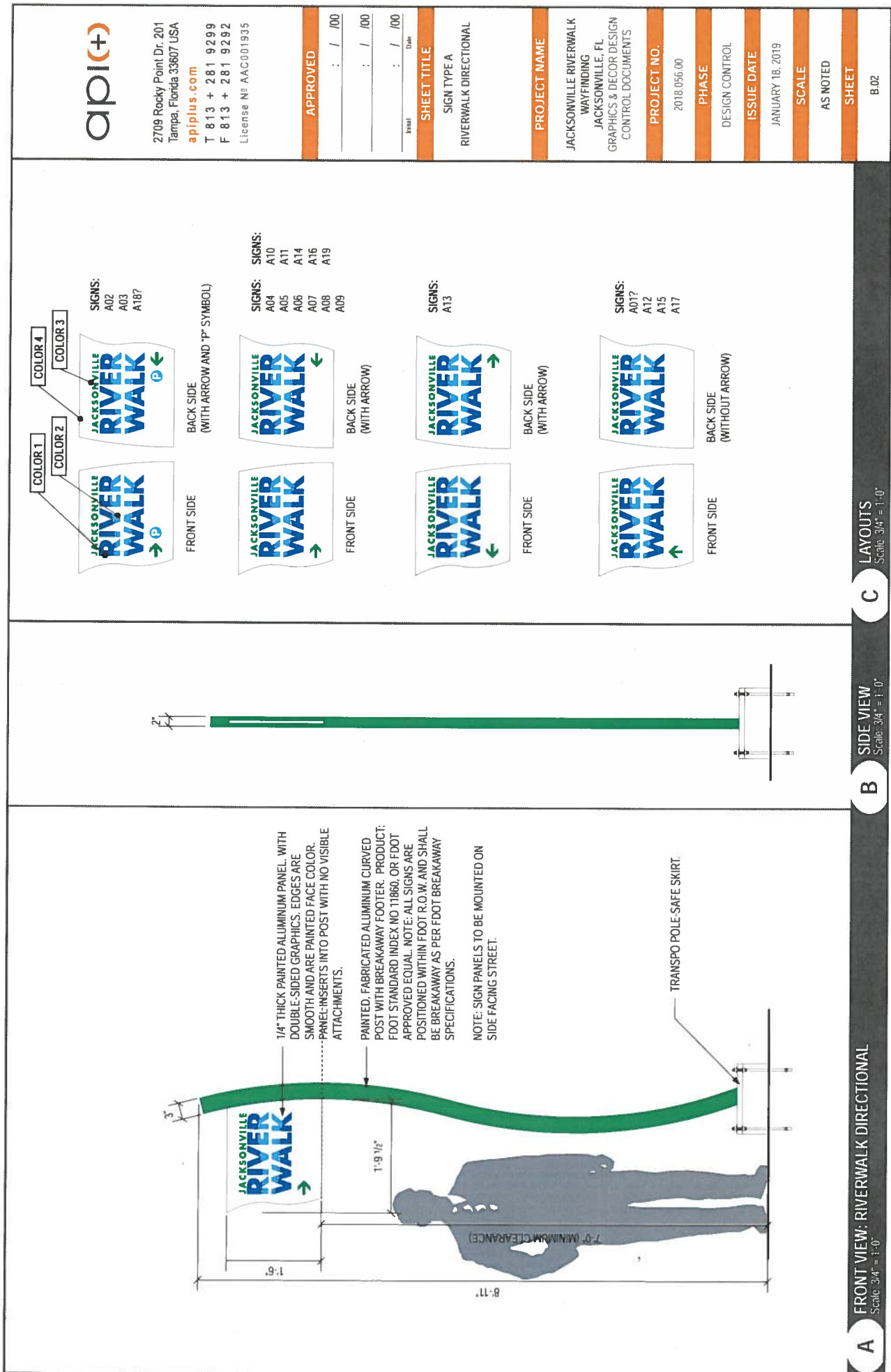
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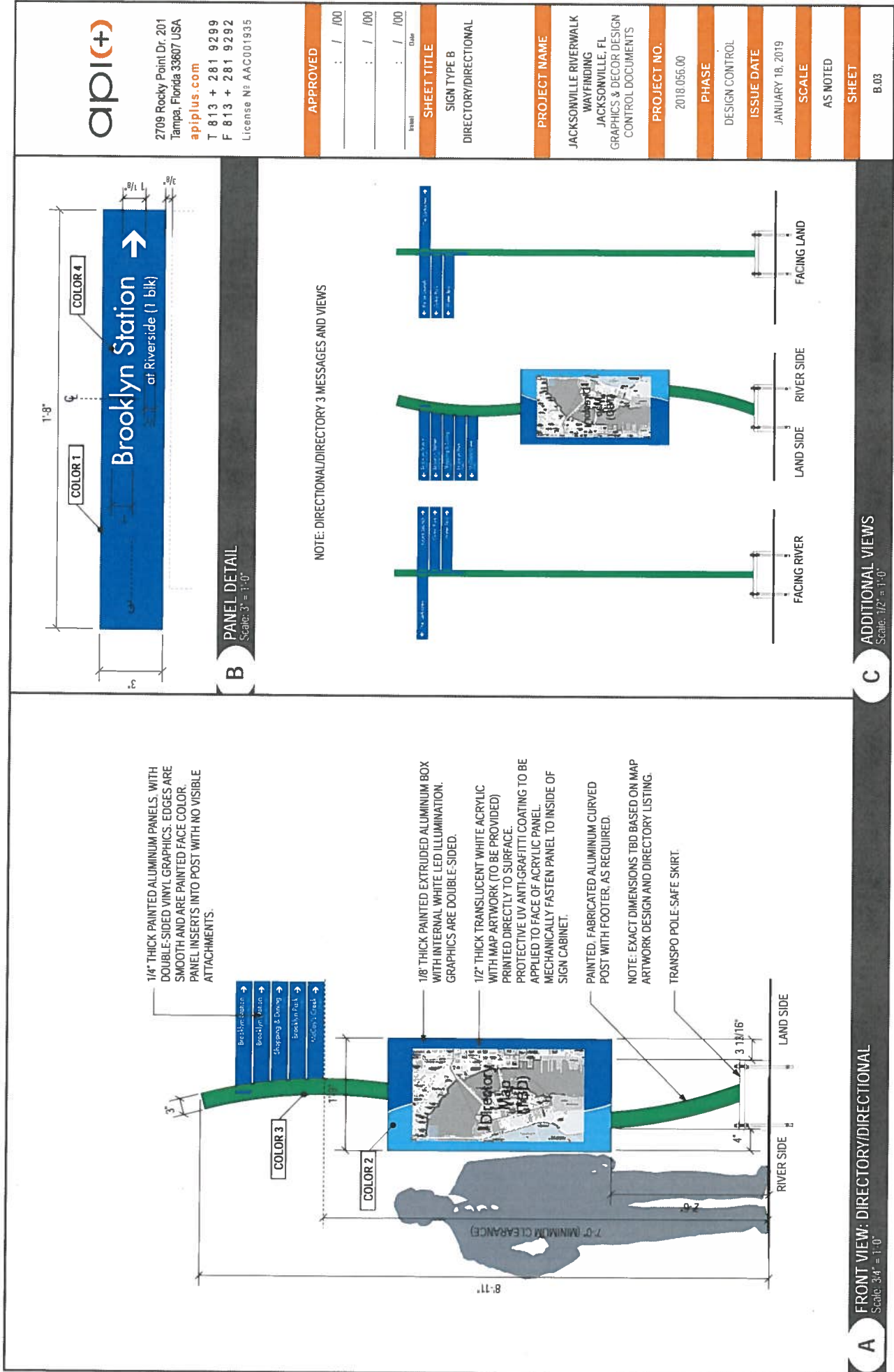
AS NOTED

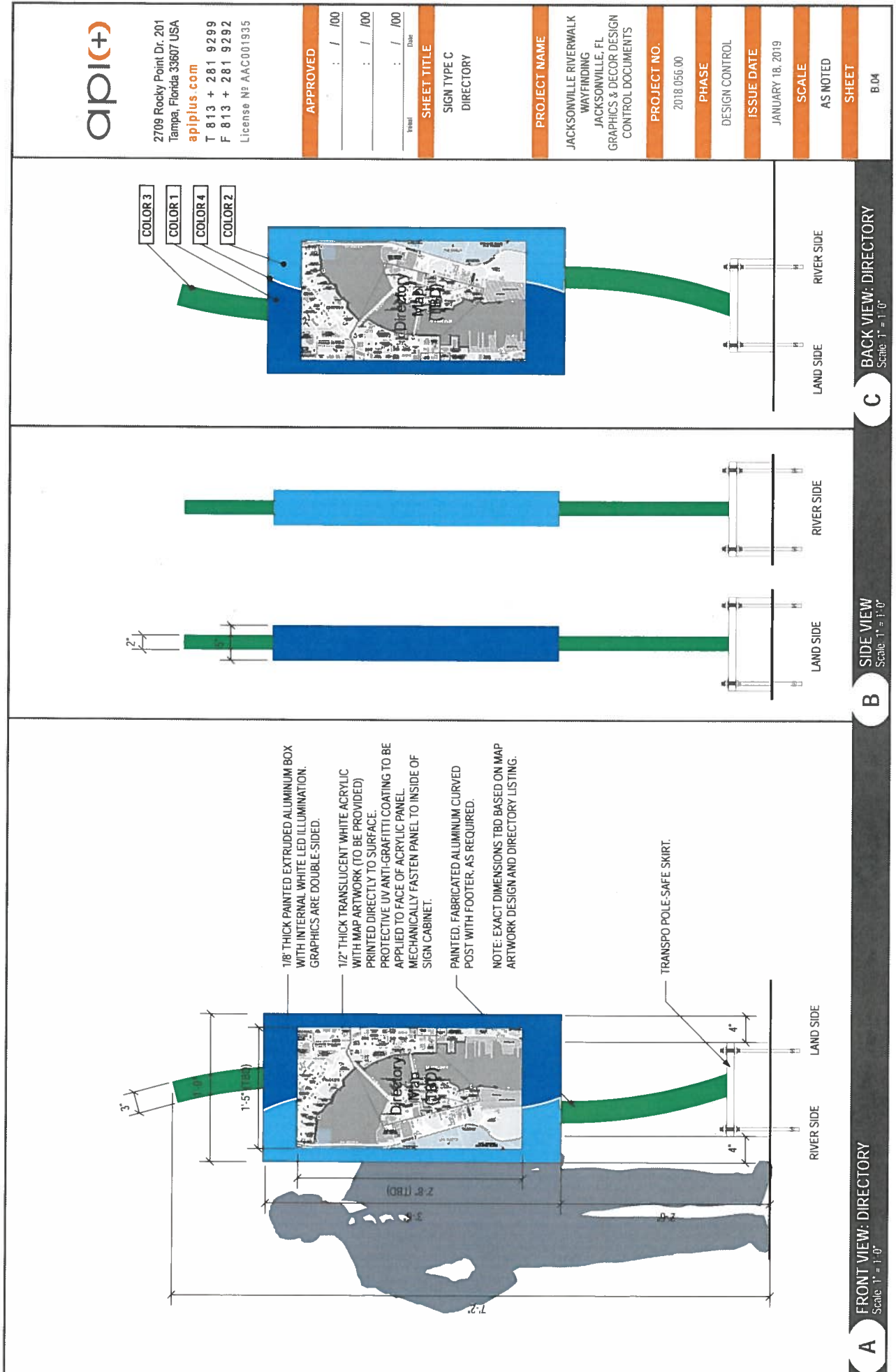
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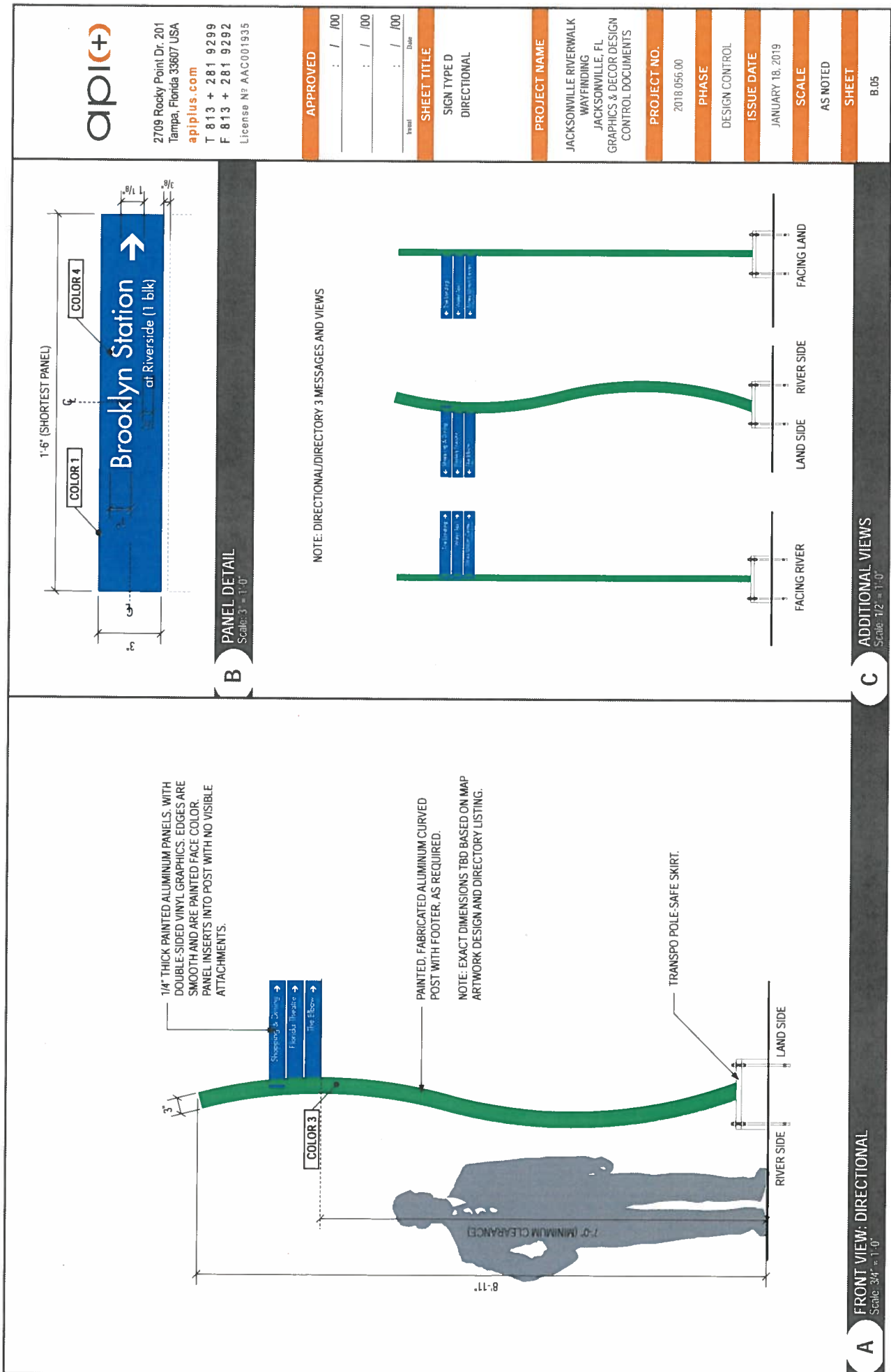
B.01

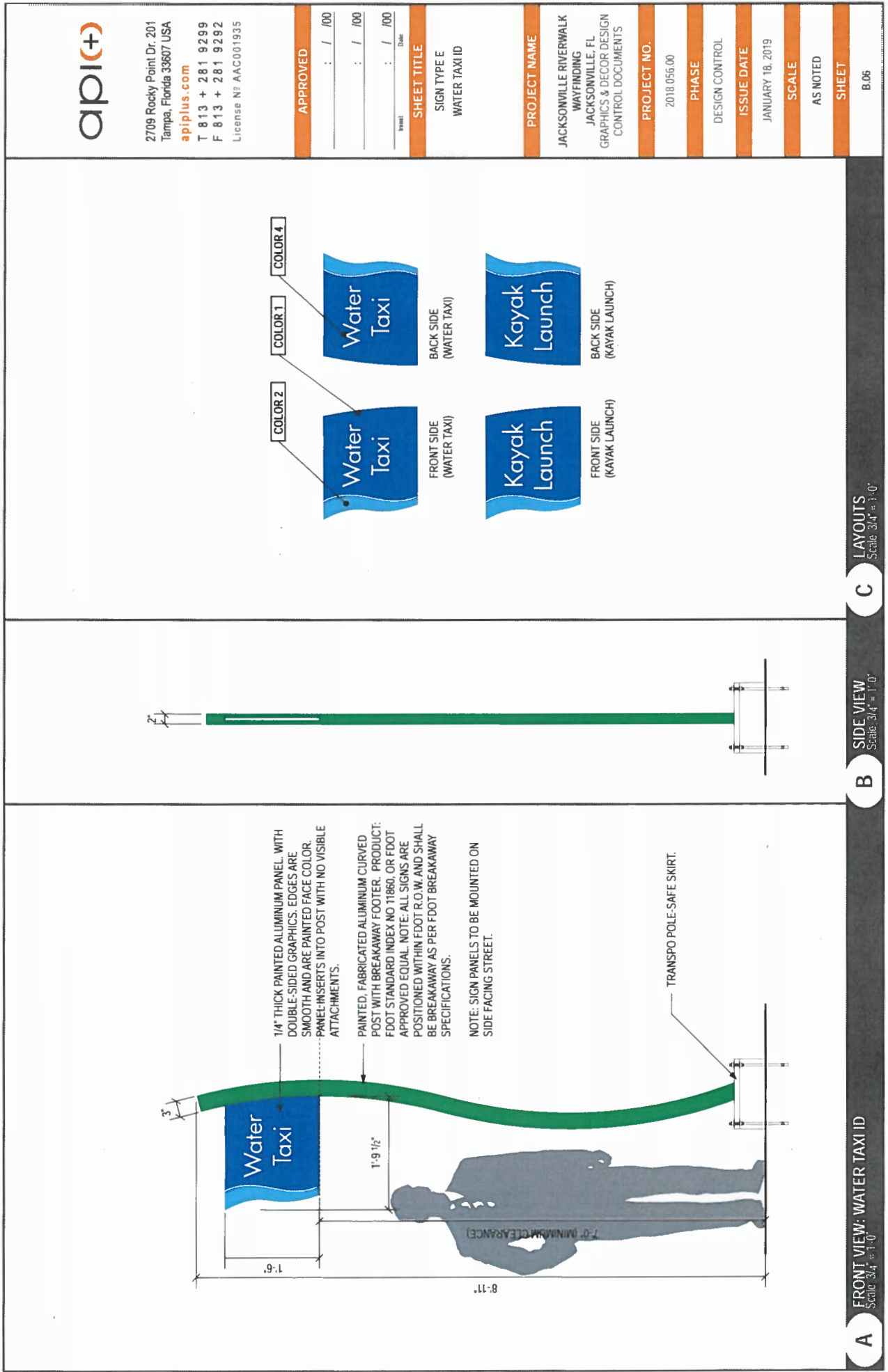












2709 Rocky Point Dr. 201
Tampa, Florida 33607 USA
apiplus.com
T 813 + 281 9299
F 813 + 281 9292
License N° AAC001935

EXHIBIT H

Riverwalk Improvements

The Riverwalk improvements, roughly 187 linear feet in length along the riverfront (generally as depicted below) and turning the corner along the boat ramp to the circular overlook, will include a minimum 16-foot wide pedestrian pathway with colorful paving patterns within the 25-foot-wide Riverwalk strip conforming to the Riverwalk Design Guidelines along with 70% shade coverage, provided by both landscaping and shade sail elements consistent with the Riverwalk Plant palette and Riverwalk Design Guidelines. Plant material shall be irrigated to ensure viability. In addition, street furnishings including benches and trash receptacles and lighting fixtures meeting the Riverwalk Design Criteria will be included. Signage conforming to the Riverwalk Wayfinding sign package shall be included where appropriate. The improvements will include necessary foundations, soil remediation, and other infrastructure required to install the above.



LEGEND

- 1 Shade structure
- 2 Riverwalk standard railing
- 3 Riverwalk waterfront promenade paving
- 4 Riverwalk waterfront promenade paving banding
- 5 Bench
- 6 Bike rack
- 7 Trash receptacle
- 8 Light fixture
- 9 Access ramp
- 10 Public restaurant access
- 11 Beach club access
- 12 Riverwalk trail connection

Riverwalk Parcel

A 25' wide strip of City-owned real property parallel and adjacent to the bulkhead along the Project Parcel with a minimum 16-foot-wide hardscape as reflected in the approved site plan.



Sidewalk Improvements

[illegible]

EXHIBIT K

Temporary Construction Easement (Riverwalk Improvements)

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

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

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (this “Easement Agreement”) is made as of _____, 2024, by and between the **CITY OF JACKSONVILLE**, a body politic and municipal corporation existing under the laws of the State of Florida, whose mailing address is c/o Downtown Investment Authority, 117 W. Duval Street, Suite 310, Jacksonville, Florida 32202, hereinafter called the Grantor, to **RD RIVER CITY BREWERY, LLC**, a Florida limited liability company, whose address is 2850 Tigertail Avenue, Suite 800, Miami, Florida 33133, hereinafter called the Grantee.

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

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors and assigns a temporary, non-exclusive easement for the purposes of constructing and installing the Riverwalk Improvements (as such term is defined in that certain Redevelopment Agreement between Grantor and Grantee dated _____, 2024, the “Redevelopment Agreement”), to be undertaken by Grantee on, over, under, through, and across the following described land in Duval County, Florida:

See Exhibit A attached hereto and incorporated herein (the “Easement Premises”).

2. Term of Easement. This Easement Agreement shall automatically expire and terminate upon the earlier of: (x) completion of the Riverwalk Improvements, or (y) the Completion Date (as defined in the Redevelopment Agreement); provided however that upon the written request of the Grantor following completion of the Riverwalk Improvements or upon the

earlier of the expiration or termination of the Redevelopment Agreement, Grantee shall execute and deliver for recordation a termination of this Easement Agreement.

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

4. Insurance. See Exhibit B attached hereto and incorporated herein by this reference for the insurance requirements of Grantee.

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

6. Use; Compliance with Laws. Subject to the provisions hereof, Grantee shall have the right to use the Easement Premises for the purpose stated in paragraph 1 above and for no other purpose without the prior written consent of Grantor (which consent may be withheld in Grantor’s sole discretion). Grantor shall continue to enjoy the use of the Easement Premises for any and all purposes not inconsistent with Grantee’s rights hereunder. Grantee shall comply with all laws, rules and regulations, orders and decisions of all governmental authorities, respecting the use of and operations and activities on the Easement Premises, including, but not limited to, environmental, zoning and land use regulations. Grantee shall not make, suffer or permit any unlawful use of the Easement Premises, or any part thereof.

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

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

9. Notices. Any notice, demand, consent, authorization, request, approval or other communication (collectively, “Notice”) that any party is required, or may desire, to give to or make

upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the parties giving such Notice, and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service, or by registered or certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other parties and sent simultaneously as follows (or to such other place as any party may by Notice to the other specify):

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

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

To Grantee: RD River City Brewery, LLC
2850 Tigertail Avenue, Suite 800
Miami, Florida 33133
Attn: Steve Patterson
Email: spatterson@relatedroup.com

With a copy to: Greenberg Traurig, P.A.
333 SE 2nd Avenue
Miami, Florida 33131
Attn: Kimberly S. LeCompte, Esq.
Email: lecomptek@gtlaw.com

Notices shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of such non-acceptance. The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America, by at least ten (10) days written notice to the other party.

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

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

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

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

[Signatures on following page.]

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

ATTEST:

CITY OF JACKSONVILLE

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

Donna Deegan, Mayor

Form Approved:

By: _____
Office of General Counsel

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by Donna Deegan, Mayor, and James R. McCain, Jr., as Corporation Secretary, of the City of Jacksonville, Florida, a body politic and corporate of the State of Florida, on behalf of the City, who ☐ is personally known to me or ☐ has produced _____ as identification.

(SEAL)

Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____

GC-#1636909-v1-RD_River_City_-_Temporary_Construction_Easement_-_Riverwalk_Improvements_2024.docx

RD RIVER CITY BREWERY, LLC, a
Florida limited liability company

By: _____
Name: _____
Its: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 2024, by _____, as
_____ of **RD RIVER CITY BREWERY, LLC**, a Florida limited liability company, on
behalf of the company, who ☐ is personally known to me or ☐ has produced
_____ as identification.

Notary Public, State of _____
Printed Name: _____
Commission No.: _____
My commission expires: _____

[NOTARIAL SEAL]

EXHIBIT A

[To be inserted after confirmation by survey]

EXHIBIT B

Grantee Insurance Requirements

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

Insurance Coverages

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

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

Commercial General Liability	\$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

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

Grantee will require Contractor to continue to maintain products/completed operations coverage for a period of three (3) years after the final completion of the project. The amount of products/completed operations coverage maintained during the three year period shall be not less than the combined limits of Products/ Completed Operations coverage required to be maintained by Contractor in the combination of the Commercial General Liability coverage and Umbrella Liability Coverage during the performance of the Work.

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

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

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

Design Professional Liability \$1,000,000 per Claim
\$2,000,000 Aggregate

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

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

Grantee will purchase or cause the General Contractor to purchase Builders Risk/Installation Floater coverage. Such insurance shall be on a form acceptable to the City's Office of Insurance and Risk Management. The Builder's Risk policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum \$100,000 deductible for other than water damage, flood, windstorm and hail. For flood, windstorm and hail coverage, the maximum deductible applicable shall be 5% of the completed value of the project. For Water Damage, the maximum deductible applicable shall not exceed \$500,000. Named insured's shall be: Grantee, Contractor, the City, and their respective members, officials, officers, employees and agents, and the Program Management Firms(s) (when program management services are provided). The City of Jacksonville, its members, officials, officers, employees and agents are to be named as a loss payee.

Pollution Liability \$2,000,000 per Loss
\$2,000,000 Annual Aggregate

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

Pollution Legal Liability \$2,000,000 per Loss
\$2,000,000 Aggregate

Any entity hired to perform services as a part of this Easement Agreement that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury

and property damage for losses that arise from the facility that is accepting the waste under this Easement Agreement.

Umbrella Liability

\$1,000,000 Each Occurrence/ Aggregate.

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

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

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

The Contractor shall not be permitted to enter upon or perform any work on the railroad's property until such insurance has been furnished to the satisfaction of the railroad. The insurance herein specified is in addition to any other insurance which may be required by the City, and shall be kept in effect at all times while work is being performed on or about the property, tracks, or right-of-way of the railroad.

Additional Insurance Provisions

- A. Additional Insured: All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the City of Jacksonville and 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. Contractors', Subcontractors', and Vendors' insurance shall be primary to Grantees', and Grantee's Insurance shall be Primary with respect to Grantor's insurance or self-insurance. The insurance provided by the Grantee shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Easement Agreement shall remain the sole and exclusive responsibility of the named insured Grantee. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Easement Agreement.
- E. Grantee's Insurance Additional Remedy. Compliance with the insurance requirements of this Easement Agreement shall not limit the liability of the Grantee or its Subcontractors, employees or

agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Easement Agreement or otherwise.

- F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Grantee shall relieve Grantee of Grantee's full responsibility to provide insurance as required under this Easement Agreement.
- G. Certificates of Insurance. Grantee shall provide the City Certificates of Insurance that shows 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 State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- I. Notice. The Grantee shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Grantee shall provide a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of the Grantee under this Easement Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.
- L. Special Provisions: Prior to executing this Easement Agreement, Grantee shall present this Easement Agreement and Exhibit J to its Insurance Agent affirming: 1) that the Agent has personally reviewed the insurance requirements of the Easement Agreement, and (2) that the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Grantee.

EXHIBIT L

Tower Crane License Agreement

TOWER CRANE LICENSE AGREEMENT

THIS TOWER CRANE LICENSE AGREEMENT (“Agreement”) is made this ____ day of _____, 2024 (the “Effective Date”) by and between **RD RIVER CITY BREWERY, LLC**, a Florida limited liability company (the “Developer”), and the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of Florida, whose address is 117 West Duval Street, Jacksonville, Florida 32202 (“Owner”).

RECITALS:

A. Pursuant to the terms of that certain Redevelopment Agreement between Developer and Owner dated _____, 2024 (the “RDA”), Developer owns those certain parcels of land as described in Exhibit A attached hereto (the “Project Parcel”), on which Developer intends to construct certain Improvements as defined in the RDA (the “Improvements”).

B. Owner is the fee owner of certain rights of way located adjacent to or in the proximity of the Project Parcel and located within the blue dashed boundary on the map attached hereto on Exhibit B attached hereto (“Owner Parcels”).

C. Developer requires the use of [_____] tower cranes (the “Cranes”) to construct the Project on the Project Parcel.

D. The Cranes will be located on the Project Parcel, but the boom of the Crane may from time to time swing across and remain stationary above the Owner Parcels during construction.

E. Owner and Developer agree to permit the Crane Encroachments (defined below) pursuant to the terms of this Agreement, as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. License. During construction of the Project on the Project Parcel, Owner hereby grants Developer a non-exclusive right and license to the air rights over that portion of the Owner Parcels located within the radius of each of the Crane booms as depicted on Exhibit C attached hereto and incorporated herein by this reference (the “License Area”) to operate (and utilize the boom of) and swing the Crane booms over the License Area (“Crane Encroachments”); provided that, Developer shall not have any right to carry any loads over the Owner Parcels or adjacent road rights of way except as approved in writing by the Downtown Investment Authority or Public Works Department of City of Jacksonville, from time to time in accordance with the maintenance of traffic program to be approved in connection with the Project. The booms shall at all times be at a sufficient height so that they do not interfere with any improvements on the Owner Parcels or public pedestrian and vehicular use of the Owner Parcels, but in any event the booms shall at all times remain within the radius depicted on Exhibit C attached hereto. Notwithstanding anything in this Agreement to the contrary, no advertising, flags, banners, placards, or signage (other than as required by law) shall be hung from, attached to, or displayed in connection with the Cranes or related equipment. The license granted hereby shall automatically terminate upon the earlier of (w) the date that the last portion of the Improvements are open to residents customers, (x) the

abandonment of the Project by Grantee for a period of more than forty (40) consecutive business days, as may be extended for any Force Majeure Event (as such term is defined in the RDA), (y) ninety (90) days after the Completion of the Improvements, and (z) _____, 202_.

2. Damage. Developer shall at its sole cost and expense promptly repair any damage to the Owner Parcels and adjacent road rights of way arising out of Developer's construction activities and restore the same to their condition immediately prior to such construction activities.

3. Indemnification. See Exhibit D attached hereto and incorporated herein by reference.

4. Insurance. See Exhibit E attached hereto and incorporated herein by reference.

5. Owner Representations. Owner represents that it is the fee owner of the Owner Parcels and is authorized to enter into this Agreement.

6. Compliance with Laws. Developer represents and warrants that it will obtain all permits, licenses and governmental approvals necessary in connection with the use of the Cranes at the Project Parcel, and Developer shall assemble, operate, utilize, and disassemble the Cranes in accordance with (i) all applicable laws, rules and regulations including, without limitation, the Occupational Safety and Health Act of 1970 (OSH Act) (29 USC §651 et seq.; 29 CFR Parts 1900 to 2400), and (ii) all current practices and standards published by the American National Standards Institute (ANSI) and the American Society of Mechanical Engineers (ASME) (including, without limitation, the ANSI/ASME B30 standard series) to the extent applicable to the assembly, disassembly, use and operation of the Cranes. In the performance of this Agreement, the Developer must comply with any and all applicable federal, state and local laws, rules and regulations, as the same exist and may be amended from time to time. Such laws, rules and regulations include, but are not limited to, Chapter 119, Florida Statutes, (the Public Records Act) and Section 286.011, Florida Statutes, (the Florida Sunshine Law). If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

7. Notice. Whenever a party desires or is required to give notice unto the other, it must be given by written notice delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

If to the Developer:

RD River City Brewery, LLC
2850 Tigertail Avenue, Suite 800
Miami, FL 33133
Attn: Steve Patterson
Email: spatterson@relatedroup.com

With a copy to:

Greenberg Traurig, P.A.
333 SE 2nd Avenue, Suite 4400
Miami, Florida 33131
Attn: Kimberly S. LeCompte, Esq.

Email: lecomptek@gtlaw.com

And:

Driver, McAfee, Hawthorne & Diebenow, PLLC
One Independent Drive, Suite 1200
Jacksonville, Florida 32202
Attn: Steve Diebenow, Esq.
Email: sdiebenow@drivermcafee.com

To Owner:

Chief, Real Estate Division
Department of Public Works
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202

With a Copy to:

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

8. Entire Agreement; Applicable Law. This Agreement represents the entire agreement of the parties and may not be amended except by written agreement duly executed by both of the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

9. Severability. All provisions herein are intended to be severable. If any provision or part hereof is deemed void or unenforceable by any court of competent jurisdiction, then the remaining provisions shall continue in full force and effect.

10. Amendment. This Agreement may be amended by the parties hereto only upon the execution of a written amendment or modification signed by the parties.

11. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, not to be unreasonably withheld, conditioned or delayed. Any assignee authorized hereunder shall enter into an assignment and assumption agreement in form and content acceptable to the other party in its reasonable discretion.

12. Attorneys' Fees. In connection with any litigation, including appellate proceedings, arising out of this Easement Agreement, each party shall be responsible for its own attorneys' fees and costs.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. A facsimile or electronically delivered (such as via pdf) signature shall be deemed an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Developer:

RD RIVER CITY BREWERY, LLC, a Florida
limited liability company

By: _____

Name: _____

Title: _____

[signatures continue on following page]

Owner:

CITY OF JACKSONVILLE

By: _____
Donna Deegan, Mayor

ATTEST:

James R. McCain, Jr.
Corporation Secretary

Form Approved:

Office of General Counsel

GC-#1644965-v1-RD_River_-_Tower_Crane_License_Agreement.docx

EXHIBIT A

Legal Description of Project Parcel

[Legal Description to be provided when confirmed by survey]

EXHIBIT B

Legal Description of Owner's Parcel

[Legal Description to be provided when confirmed by survey]

EXHIBIT C

License Area

[Legal Description to be provided when confirmed by survey]

EXHIBIT D

Indemnification Requirements

Developer (collectively the “Indemnifying Party”) shall hold harmless, indemnify, and defend the City of Jacksonville, DIA and their respective members, officers, officials, employees and agents (collectively the “Indemnified Parties”) from and against 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 act, error or omission, negligence, 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, to the extent caused by the Indemnifying Party’s exercise of its rights pursuant to this Agreement; and

2. Environmental Liability, arising from any act, error or omission, negligence, recklessness or intentionally wrongful conduct of the Indemnifying Party in the performance of the activities established in Section 1 of the Agreement; and

3. Intentionally omitted.

If an Indemnifying Party is obligated to fulfill its indemnity obligations under this Agreement, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Parties of the applicable claim or liability, and (2) allow Indemnifying Parties, at its 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 the Agreement or otherwise. The provisions of this Exhibit C shall survive the expiration or earlier termination of this Agreement.**

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

EXHIBIT E

Insurance Requirements

Without limiting its liability under this Agreement, Developer shall or shall require its "General Contractor" at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and Developer or General Contractor shall, except to the extent provided in the final paragraph of this Exhibit, require its, first tier subcontractors to provide, as applicable), insurance of the types and limits not less than amounts stated below which coverages may, to the extent applicable, be procured by a Controlled Insurance Program/WRAP "CIP" program.:

Insurance Coverages

Schedule

Limits

Worker's Compensation Employer's Liability

Florida Statutory Coverage
\$ 500,000 Each Accident
\$ 500,000 Disease Policy Limit
\$ 500,000 Each Employee/Disease

This insurance shall cover General Contractor (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. In the event Developer has no employees, it shall not be obligated to maintain Worker's Compensation/Employer's Liability Insurance.

Commercial General Liability

\$10,000,000 General Aggregate
\$10,000,000 Products & Comp. Ops. Agg.
\$10,000,000 Each Occurrence

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

Riggers Liability

\$1,000,000 Per Occurrence

Such insurance shall cover the General Contractor's Liability for damage to property that the

General Contractor does not own is while such property is under the General Contractor's control, being lifted, on the hook, or installed.

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

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement). In the event Developer has no owned or leased vehicles, it shall not be obligated to maintain Automobile Liability Insurance.

Excess or Umbrella Liability \$10,000,000 each occurrence and annual aggregate

To the extent that Developer's and General Contractor's policies are not "claims based" policies, their Commercial General Liability and Excess or Umbrella Liability policies shall remain in force throughout the duration of the project and until the work is completed. Developer and General Contractor shall specify Owner as an additional insured for all coverage except Workers' Compensation, Employer's Liability and All Risk Property Damage. Such insurance shall be primary to any and all other insurance or self-insurance maintained by Owner. Developer and General Contractor shall include a Waiver of Subrogation on all required insurance in favor of Owner, its board members, officers, employees, agents, successors and assigns. Such insurance shall be written by a company or companies licensed to do business in the State of Florida with an AM Best rating of at least A-. Prior to commencement of construction, certificates evidencing the maintenance of Developer's and General Contractor's insurance shall be furnished to Owner for approval. Developer's and General Contractor's 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. The insurance certificates shall provide that no cancellation including expiration and nonrenewal, shall be effective until at least thirty (30) days after receipt of written notice by Owner. Developer and General Contractor shall provide new or renewal certificates of insurance to Owner upon expiration of said certificates in a timely manner to evidence continuous coverage. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Developer and General Contractor. Developer and General Contractor shall submit contractors' Certificates of Insurance to Owner prior to allowing contractors to accessing the Project Parcel.

Notwithstanding anything contained within this Exhibit E, Developer shall not be in default for failure to provide a particular coverage required from a contractor, subcontractor, laborer, materialman or supplier provided that in all cases Developer obtains the coverage required to be obtained by Developer under this Exhibit E and the coverage provided by Developer provides the Owner with coverage for the actions of the contractor, subcontractor, laborer, materialman or supplier as to the loss insured under the applicable Developer policy.

EXHIBIT F

Depiction of Maximum Crane Boom Radius

[To be provided when confirmed by survey]

EXHIBIT M

Park Parcel Legal Description and Sketch

[To be inserted after confirmation by survey]

EXHIBIT N

Form of Special Warranty Deed (Park Parcel)

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.: 080270-0000

SPECIAL WARRANTY DEED

Made this ____ day of _____, 2024 by and between **RD RIVER CITY BREWERY, LLC**, a Florida limited liability company whose address is 2850 Tigertail Avenue, Suite 800, Miami, Florida 33133 (“**Grantor**”), and **CITY OF JACKSONVILLE**, a municipal corporation existing under the laws of the State of Florida, whose address is c/o office of the General Counsel Government operations Department, 117 W. Duval Street, Suite 310, Jacksonville, Florida 32202 (“**Grantee**”).

The Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the Grantee, does hereby grant, bargain and sell to the Grantee, its successors and assigns all right, title, interest, claim and demand which the Grantor has in and to the following described land, situate, lying and being in County of Duval, State of Florida (the “**Property**”):

SEE EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

TO HAVE AND HOLD the aforesaid Property, together with all the improvements, licenses, tenements, hereditaments, easements, and appurtenances thereto belonging or in anywise appertaining unto grantee, its successors and assigns forever.

SUBJECT TO general and special taxes or assessments for the year in which the Property is hereby conveyed and subsequent years; conditions, easements restrictions, limitations, reservations and declarations of record, if any, but this reference shall not operate to reimpose same, applicable zoning ordinances, codes, rules and regulations as the same affect the Property and subject to matters which would be shown by an accurate survey of the Property.

And Grantor hereby covenants that grantor is lawfully seized in fee simple of the aforesaid Property; and that Grantor has good right to sell and convey the same. Grantor hereby warrants the title to the aforesaid real estate and will defend the same against the lawful claims of all persons claiming, by, through or under the Grantor but against no others.

[signature page to follow]

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name on the day and year first above written.

Witnesses:

Print Name: _____

Print Address: _____

Print Name: _____

Print Address: _____

Grantor:

RD RIVER CITY BREWERY, LLC, a
Florida limited liability company

By: _____

Print Name: _____

Title: _____

Acknowledgement

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____ the _____ of **RD RIVER CITY BREWERY, LLC**, a Florida limited liability company, on behalf of the company, who:

- ☐ is personally known to me;
- ☐ has produced a _____ Driver's License as identification; or
- ☐ has produced a _____ as identification.

NOTARY SEAL MUST BE AFFIXED:

Signature of Notary Public

Print Name: _____

Notary Public, State and County aforesaid

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"

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

EXHIBIT O

Prepared by:

John C. Sawyer, Jr.
Assistant General Counsel
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

NON-EXCLUSIVE PEDESTRIAN ACCESS AND UTILITY EASEMENT AGREEMENT

This NON-EXCLUSIVE PEDESTRIAN ACCESS AND UTILITY EASEMENT AGREEMENT (“Easement Agreement”) is made as of the ____ day of _____, 2024, by and between **RD RIVER CITY BREWERY, LLC**, a Florida limited liability company, (“**Grantor**”) whose address is 2850 Tigertail Avenue, Suite 800, Miami, Florida 33133, and the **CITY OF JACKSONVILLE**, a body politic and municipal corporation existing under the laws of the State of Florida (“**Grantee**”), whose mailing address is c/o Downtown Investment Authority, 117 W. Duval Street, Suite 310, Jacksonville, Florida 32202.

RECITALS:

A. Grantor owns certain property described on **Exhibit A** attached hereto and made a part hereof (the “Grantor Parcel”) on which Grantor has constructed certain improvements consisting in part of 390 multi-family residential units, a structured parking facility with 550 parking spaces, a restaurant with 4,000 square feet of indoor space and related improvements, located generally at 835 Museum Circle, Jacksonville, Florida (collectively, Grantor’s Improvements”).

B. Grantee owns certain real property adjacent to the Grantor Parcel located on the property set forth on **Exhibit B** attached hereto and made a part hereof (the “Benefited Parcel”), which lies adjacent to the Easement Area.

C. Grantor and Grantee have entered into that certain Redevelopment Agreement dated _____, 2024 (the “Redevelopment Agreement”), pursuant to which Grantee will construct certain Improvements (as defined in the Redevelopment Agreement) on the Grantor Parcel.

D. Grantee has requested, and Grantor has agreed to provide, a non-exclusive easement over and across the portion of the Grantor Parcel described on **Exhibit C** attached hereto and made a part hereof (the “Easement Area”), which Easement Area lies adjacent to the Benefited Parcel, for the installation, operation and maintenance of underground utilities, fuel facilities and related utility improvements by Grantee and use

of Sidewalk Improvements (as defined in the Redevelopment Agreement) installed by Grantor according to the terms and conditions more particularly set forth herein.

NOW, THEREFORE, in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easement Rights.** Grantor hereby bargains, sells, grants and conveys unto Grantee, its successors and assigns, a perpetual, unobstructed, non-exclusive easement on, over and across the Easement Area, inclusive of the Sidewalk Improvements that have been installed by Grantor as part of the Grantor's Improvements pursuant to the Redevelopment Agreement for the purpose of pedestrian access, ingress, egress and passage by Grantee, its successors and assigns, and the general public. The easement rights granted herein are for the benefit of and appurtenant to the Benefited Parcel. In addition, Grantor hereby grants, bargains, sells and conveys unto Grantee, its successors and assigns, a perpetual, unobstructed, non-exclusive easement for access to and construction, use, operation, laying, installation, maintenance, replacement, modification, improvement, and/or repair, either above or below the surface of the ground of facilities, lines and associated equipment for fuel, electrical, water reuse, water, sewer, and any other utilities or quasi-utilities (collectively, the "Utility Improvements"), either or all, on, along over, through, across, or under the Easement Area, with the right of ingress and egress to and over the Easement Area, and for removing at any time any and all of said improvements under or in said Easement Area, together also with the right and easements, privileges and appurtenances in and to said land which may be required for the enjoyment of the rights herein granted, for so long as the Easement Area is used for the purposes of this grant. Notwithstanding the foregoing, all Utility Improvements installed in the Easement Area by Grantee other than the fuel tanks, which shall be installed above ground, shall be installed below ground unless the plans therefor are submitted to and approved by Grantor in its reasonable discretion, not to be unnecessarily delayed.

2. **"As Is" Condition.** Grantee accepts each easement and the Easement Area to which it is granted rights hereunder based on their "AS IS" physical condition and in an "AS IS" state of repair. Grantor expressly disclaims and makes no representations or warranties, whether expressed or implied, to Grantee with respect to the various easements granted to Grantee hereunder or the Easement Area or facilities located therein, including, without limitation, with respect to merchantability of title, the suitability or fitness of the Easement Area or such facilities for any of the uses or purposes contemplated by this Easement Agreement or otherwise, or the compliance of same with all Applicable Laws.

3. **Construction.**

- (a) Grantee shall be responsible, at its sole cost and expense, to install and construct the Utility Improvements. The Utility Improvements shall be constructed and completed in compliance with applicable governmental

requirements, laws, codes, ordinances, rules, regulations, and restrictions (collectively, "Applicable Laws") and, to the extent plan approval by Grantor is required pursuant to this Easement Agreement, substantially in accordance with the plans and specifications pertaining to such work approved by Grantor and, to the extent required to obtain a permit for construction and installation of the Utility Improvements, the applicable governmental authorities, departments, bodies, bureaus and agencies with jurisdiction (collectively, "Governmental Authorities").

- (b) To the extent required to comply with Applicable Laws or to satisfy the requirements of the approvals obtained in connection with the Utility Improvements, Grantee shall, at its sole cost and expense, construct, install and pay for any signage, barriers, or other improvements required in connection with the construction, installation or operation of the Utility Improvements.
- (c) Once Grantee commences construction of the Utility Improvements or any portion thereof, Grantee shall diligently pursue same to completion. Grantee shall use reasonable efforts to perform such work in such a manner as to minimize any material interference with the construction of the Grantor's Improvements. Grantee agrees to coordinate the installation of the Utility Improvements with the construction activities by Grantor of the Grantor's Improvements with the goal of completing installation of the Utility Improvements prior to the time Grantor commences construction of its improvements within the Easement Area and agrees that any use of the Easement Area for construction of the Utility Improvements by Grantee must be coordinated with and approved by Grantor (such approval shall not be unreasonably withheld, conditioned or delayed to the extent such use does not materially and adversely interfere with such other construction activities). Grantee will install its Utility Improvements in coordination with and in sequence with Grantor's construction to minimize interference with and future damage to the Grantor's Improvements.
- (d) If Grantee or any of its contractors damages any portion of the Sidewalk Improvements (as defined in the Redevelopment Agreement) during the installation of the Utility Improvements, Grantee shall be responsible for promptly repairing such damage at its sole cost and expense. Grantee shall have the non-exclusive right and privilege to temporarily access areas of the Grantor Parcel and adjacent to the Easement Area to the extent necessary to install, repair or maintain the Utility Improvements at such times as Grantee is installing, repairing, replacing or maintaining the Utility Improvements.
- (e) Grantee agrees that all construction, installation, maintenance, replacement or repair work required or permitted hereunder, shall be performed by contractors licensed and insured in the State of Florida, and that all such work shall be performed in accordance with all Applicable Laws. Upon completion

of any work by Grantee or its employees, agents or contractors pursuant to this Easement Agreement, the areas affected thereby shall be promptly restored to substantially the same condition as existed prior to commencement of such work or better.

- (f) Upon written request from Grantor, Grantee will provide Grantor with as-built drawings and schematics depicting the Utility Improvements constructed by Grantee in the Easement Area.
- (g) No storage of materials (including, but not limited to, construction materials), and/or construction staging shall be allowed on any portion of any Easement Area by Grantee unless consented to by Grantor in its reasonable discretion, not to be unreasonably withheld, conditioned or delayed.

4. **Maintenance and Repair.** Grantor and Grantee intend to enter into a Marina Operating and Maintenance Agreement (“Marina Agreement”) that shall delineate, as among, as applicable, Grantor, Grantee, and a third-party Marina operator, the respective obligations attendant to the performance of operation, maintenance, repairs and replacements, and environmental liabilities with respect to the Utility Improvements located in the Easement Area in order to keep the same in a good condition and state of repair and in accordance with all Applicable Laws. Until such Marina Agreement is entered into, Grantee shall be responsible, at its sole cost and expense, for the performance of maintenance, repairs and replacements with respect to the Utility Improvements located in the Easement Area in order to keep the same in a good condition and state of repair and in accordance with all Applicable Laws. Grantee shall use reasonable efforts to perform such work in such a manner as to minimize any material interference with the operation of the Grantor Parcel. Grantor shall be responsible, at its sole cost and expense, for the performance of maintenance, repairs and replacements with respect to the Sidewalk Improvements located in the Easement Area in order to keep the same in a good condition and state of repair and in accordance with all Applicable Laws. To the extent the terms of the Marina Agreement with regard to operation, maintenance, repairs and replacements, and environmental liabilities with respect to the Utility Improvements conflict with the terms of this Agreement, the terms of the Marina Agreement shall control and the parties shall enter into an amendment to this Easement Agreement to reflect the same.

5. **Liens.** Grantee shall keep the Easement Area at all times free of mechanics’ liens and any other liens for labor, services, supplies, equipment or materials purchased or procured, directly or indirectly, by or for Grantee. In no event will Grantee have the right to create, or permit there to be established by virtue of any act or omission, any lien or encumbrance of any nature against the Grantor Parcel or the Easement Area. If any such lien or encumbrance is filed against any of the Grantor Parcel or the Easement Areas as a result of any action by or on behalf of Grantee, then Grantee shall discharge same of record by payment or bonding off the lien within twenty (20) days after receipt of written notice of the filing thereof, failing which Grantee will be in default under this Agreement and Grantor shall have the right to pay or bond off the lien and shall be entitled to reimbursement by Grantee for all reasonable costs and expenses actually incurred in

connection therewith, together with interest at the statutory rate established pursuant to Section 55.03(1), Florida Statutes, from the date paid until so reimbursed.

6. **Fuel Facilities.**

(a) Grantee intends to utilize the Easement Area in part to install above ground fuel storage tanks and fuel lines and related facilities (collectively, the "Fuel Facilities") for the same to serve the adjacent marina to be constructed in the future ("Marina"). The location of the Fuel Facilities shall be as depicted on **Exhibit C** attached hereto, or otherwise in a location as mutually agreed upon by the parties hereto. The Fuel Facilities will only be used in connection with the operation of the Marina and/or the adjacent boat ramp and for no other purpose. Grantee shall remain the sole and exclusive owner of the Fuel Facilities. The Fuel Facilities will not be filled with fuel or operated by Grantee or any party claiming by, through or under Grantee including, without limitation, any third-party Marina operator, during any period that Grantor and Grantee are not parties to a mutually acceptable written agreement regarding operation, maintenance, repair and environmental responsibility with regard to the Fuel Facilities. Notwithstanding the foregoing, in the event Grantor does not elect to serve as the Marina manager, Grantor and Grantee agree to amend the terms of this Easement Agreement to be consistent with the Marina Agreement, which shall require the City or the Marina manager to assume responsibility for the operation, maintenance, repair and environmental responsibility with regard to the Fuel Facilities.

7. **Default; Self-Help.** If Grantee defaults in any of its obligations under this Easement Agreement and such default is not commenced within thirty (30) days of written notice from Grantor and thereafter diligently pursued until completion, then Grantor shall have the right, but not the obligation, to take such steps as are reasonably necessary to cure such breach. In addition, in the event that an emergency arises which threatens imminent injury to persons, material damage to Grantor's Improvements or environmental liability to any portion of the Grantor Parcel, then Grantor may use any means, including, without limitation, telephone, to notify Grantee of such emergency, and if Grantee does not commence the cure of such default within one (1) business day following receipt of such notice, then Grantor may exercise its self-help rights hereunder. In the event that Grantor exercises its self-help rights in accordance with the terms and conditions set forth above, then in effecting such cure, Grantor may, without limitation, hire repairmen, pay bills, and generally perform any other act which Grantee is required to perform hereunder. Grantee shall, within thirty (30) days after receipt of written notice and invoices therefor, reimburse Grantor for all actual, third party costs reasonably incurred by Grantor in effecting such cure. If Grantee does not make such reimbursement to Grantor within such thirty (30) day period, then (i) such amount shall bear interest at the at the greater of (i) twelve percent (12%) per annum or (ii) a rate per annum equal to three percent (3%) in excess of the

rate that The Wall Street Journal (or equivalent successor journal) publishes as the prime rate, from time to time.

8. **Insurance.** Grantee is self-insured for general liability, automobile liability and workers' compensation claims. The self-insured program ("Program") is established pursuant to Chapter 128 of the City Ordinance and is administered by the City of Jacksonville's Division of Risk Management.

The Program will respond to general liability and automobile liability losses arising directly and indirectly from the negligent acts or omissions of the City employees and participating authority's employees subject to the provision and limitations imposed under section 768.28 Florida Statutes. The Program does not provide for a waiver of sovereign immunity beyond the statutory limitations on liability provided in section 768.28 Florida Statutes. Any state court judgment in excess of \$200,000 per claimant or \$300,000 per occurrence must be approved by the Florida Legislature through the legislative claim bill process.

In the event one or more of the general liability, automobile liability and workers' compensation self-insurance portions of the Program are discontinued, Grantee shall provide Grantor with reasonably equivalent insurance coverage.

9. **Indemnity.** Subject to the provisions and limitations of Section 768.28, Florida Statutes, which are not hereby expanded, altered or waived, Grantee shall indemnify and hold harmless Grantor and its officers, employees, and agents from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which Grantor or its officers, employees, or agents may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims, demands, suits, causes of actions or proceedings arise out of, relate to or result from the negligent actions or inactions of Grantee or its employees, agents, or contractors in its performance of this Easement Agreement. Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature relating to the foregoing indemnity, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorneys' fees which may be incurred in connection therewith. Grantee expressly understands and agrees that any insurance protection required by this Easement Agreement shall in no way limit its responsibility to indemnify, keep and save harmless and defend Grantor and its officers, employees, agents as herein provided.

Provided, however, that regardless of whether any such obligations are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Grantee and Grantee's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Easement Agreement.

The indemnities contained in this Section shall survive any termination of this Agreement for a period of five (5) years.

10. **Reserved Rights.** Notwithstanding anything in this Agreement to the contrary or the foregoing grant of easement rights, Grantor, for itself and its successors and assigns, hereby reserves and retains the right, so long as the following are not in conflict with or inconsistent with the grants made herein, to (a) use, and to grant to others the right to use the Easement Area for any lawful purpose or use not inconsistent with the grants made herein, (b) grant additional easements and licenses to others over, across, and under the Easement Area, and (c) alter, modify or replace all or part of the Grantor's Improvements including landscaping located within the Easement Area in such a manner which does not materially diminish or prevent the access and use of the Utility Improvements installed by Grantee.

11. **Restrictions on Use of Easement Area.** Grantee agrees that in utilizing the Easement Area, Grantee will not unreasonably interfere with any existing use of the Easement Area as of the date of this Easement Agreement by the Grantor, or its successors and assigns.

12. **Notices.** Any notice required or permitted to be given pursuant to the terms of this Easement Agreement shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by an air courier service utilizing return receipts, only to the parties at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent) and such notices shall be deemed given and received for all purposes under this instrument and shall be effective only upon receipt or when delivery is attempted and refused.

Grantor:

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

With a copy to:

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

Grantee:

RD River City Brewery, LLC
2850 Tigertail Avenue, Suite 800
Miami, Florida 33133
Attention: Steve Patterson
Email: spatterson@relatedgroup.com

With a copy to:

Greenberg Traurig, P.A.
333 SE 2nd Avenue
Miami, Florida 33131
Attention: Kimberly S. LeCompte, Esq.
Email: lecomptek@gtlaw.com

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

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

14. **Miscellaneous.** This Easement Agreement shall be construed under the laws of the State of Florida. Venue for any action for the interpretation or enforcement of this Easement Agreement shall lie only in Duval County, Florida. This Easement Agreement may only be modified or supplemented in writing signed by the parties, or their heirs, successors and assigns, and any modification shall take effect only upon recordation of the signed instrument in the Public Records of Duval County, Florida

15. **Beneficiaries.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and enforceable by, and inure to the benefit of, Grantor, Grantee, and their respective successors and assigns who own the Riverwalk Parcel or the Benefited Property, respectively, and shall be appurtenant to and binding upon the parcels of land described herein it being understood that the rights and obligations herein shall run with the title to such lands.

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

[the remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

GRANTOR:

WITNESSES

RD RIVER CITY BREWERY, LLC, a
Florida limited liability company

Print Name: _____
Address: _____

By: _____
Print Name: _____
Title: _____

Print name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____, as _____ of **RD RIVER CITY BREWERY, LLC**, a Florida limited liability company, on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public, State of _____
Printed Name: _____
Commission No.: _____
My commission expires: _____

[NOTARIAL SEAL]

WITNESSES:

(Sign) _____
(Print) _____
Address: _____

(Sign) _____
(Print) _____
Address: _____

GRANTEE:

CITY OF JACKSONVILLE, a
body politic and corporate of the
State of Florida

By: _____
Donna Deegan
Mayor

ATTEST:

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

STATE OF FLORIDA
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, Mayor, and James R. McCain, Jr., as Corporation Secretary, of the City of Jacksonville, Florida, a body politic and corporate of the State of Florida, on behalf of the City, who ☐ is personally known to me or ☐ has produced _____ as identification.

(SEAL)

Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____

EXHIBIT A

Easement Area

[To be inserted after confirmation by survey.]

EXHIBIT B

Benefited Parcel

[To be inserted after confirmation by survey]

EXHIBIT C

Depiction of Location of Fuel Facilities

[To be inserted]

Exhibit P

Temporary Construction Easement - Staging Area

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

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

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (this “Easement Agreement”) is made as of _____, 2024, by and between the **CITY OF JACKSONVILLE**, a body politic and municipal corporation existing under the laws of the State of Florida, whose mailing address is c/o Downtown Investment Authority, 117 W. Duval Street, Suite 310, Jacksonville, Florida 32202, hereinafter called the Grantor, **RD RIVER CITY BREWERY, LLC**, a Florida limited liability company, whose address is 2850 Tigertail Avenue, Suite 800, Miami, Florida 33133, hereinafter called the Grantee.

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

1. **Grant of Easement.** Grantor does hereby grant and convey to Grantee, its successors and assigns a temporary, non-exclusive construction easement for the purposes of a construction staging area to support the construction of the Improvements (as such term is defined in that certain Redevelopment Agreement between Grantor and Grantee dated _____, 2024, the “Redevelopment Agreement”), by Grantee on, over, under, through, and across the following described land in Duval County, Florida:

See Exhibit A attached hereto and incorporated herein (the “Easement Premises”).

2. **Term of Easement.** Unless extended by the Grantor, the Easement Agreement shall commence on the actual date of utilization of the Easement Premises by Grantee, and shall automatically expire and terminate upon the earlier of: (x) notice in writing by Grantee that use of

the Easement Premises is no longer necessary or (y) the Completion Date (as defined in the Redevelopment Agreement); provided however that upon the written request of the Grantor following completion of the Improvements or upon the earlier expiration or termination of the Redevelopment Agreement, Grantee shall execute and deliver for recordation a termination of this Easement Agreement. termination, Grantee shall execute and deliver for recordation a termination of this Easement Agreement.

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

4. Use; Compliance with Laws. Subject to the provisions hereof, Grantee shall have the right to use the Easement Premises for the purpose stated in paragraph 1 above and for no other purpose without the prior written consent of Grantor (which consent may be withheld in Grantor's sole discretion). Grantor shall continue to enjoy the use of the Easement Premises for any and all purposes not inconsistent with Grantee's rights hereunder; provided, however, that Grantee shall have the right to fence, screen, secure and close the Easement Premises to the public. Grantee shall comply with all laws, rules and regulations, orders and decisions of all governmental authorities, respecting the use of and operations and activities on the Easement Premises, including, but not limited to, environmental, zoning and land use regulations. Grantee shall not make, suffer or permit any unlawful use of the Easement Premises, or any part thereof. Before utilizing the Easement Premises, Grantee shall provide a list of all contractors utilizing the Easement Premises and a point of contact for each for review and approval by the City.

5. Maintenane and Repair. Grantee, on behalf of itself and its successors and assigns, and at its sole expense, does hereby agree and covenant at all times during the term of this Easement to maintain or cause to be maintained the Easement Area in a state of good order and repair, in compliance with applicable laws and regulations and in a safe, clean and sanitary condition, and in accordance with the Grantor's reasonable maintenance standards as established from time to time. Any damage to the Easement Area caused by Grantee arising out of Grantee's use of the easement rights granted herein shall be properly repaired by the Grantee. Grantee shall surrender the Easement Premises to Grantor in the same condition in which it was received by Grantee, reasonable wear and tear excepted.

6. Self Help. If at any time Grantee fails to maintain the Easement Area or adhere to the restrictions as provided herein, the Grantor may, in the event the required repair or maintenance is not completed after thirty (30) days written notice, without any obligation to do so, complete the repair or maintenance at its own expense and recover from the Grantee the reasonable cost of such repair or maintenance.

7. Indemnification. Grantee hereby agrees to, and to cause its third party contractors performing work on the Project to (with the City named as intended third-party beneficiary), indemnify, defend and save Grantor and its members, officers, employees, agents, successors-in-interest and assigns (the "Indemnified Parties") harmless from and against any and all claims, action, losses, damage, injury, liability, cost and expense of whatsoever kind or nature (including

but not by way of limitation, attorneys' fees and court costs) arising out of injury or death to persons or damage to or loss of property arising out of or alleged to have arisen out of or occasioned by exercise by Grantee or its successors, assigns, contractors, employees, representatives, directors, officers, invitees or agents of the easement rights hereunder granted, except to the extent such injury or death to persons or damage to or loss of property shall have been caused by the gross negligence of the Indemnified Parties. The provisions of this paragraph shall survive termination of this Easement Agreement.

8. Insurance. See Exhibit B attached hereto and incorporated herein by this reference for the insurance requirements of Grantee.

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

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

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

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

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

To Grantee: RD River City Brewery, LLC
2850 Tigertail Avenue, Suite 800
Miami, Florida 33133
Attn: Steve Patterson

Email: spatterson@relatedrroup.com

With a copy to: Greenberg Traurig, P.A.
333 SE 2nd Avenue
Miami, Florida 33131
Attn: Kimberly S. LeCompte, Esq.
Email: lecomptek@gtlaw.com

Notices shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of such non-acceptance. The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America, by at least ten (10) days written notice to the other party.

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

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

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

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

[Signatures on following page.]

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

WITNESSES:

CITY OF JACKSONVILLE, a body
politic and corporate of the State of Florida

(Sign) _____
(Print) _____
(Address) _____

By: _____
Donna Deegan
Mayor

(Sign) _____
(Print) _____
(Address) _____

ATTEST:

(Sign) _____
(Print) _____
(Address) _____

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

(Sign) _____
(Print) _____
(Address) _____

STATE OF FLORIDA
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, Mayor, and James R. McCain, Jr., as Corporation Secretary, of the City of Jacksonville, Florida, a body politic and corporate of the State of Florida, on behalf of the City, who ☐ is personally known to me or ☐ has produced _____ as identification.

(SEAL)

Form Approved:

Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____

Office of General Counsel

GC-#1651487-v2-Exhibit_P_to_RD_River_RDA_-_TCE_Staging_Area.docx

RD RIVER CITY BREWERY, LLC, a
Florida limited liability company

By: _____

Name: _____

Its: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 2024, by _____, as
_____ of **RD RIVER CITY BREWERY, LLC**, a Florida limited liability company, on
behalf of the company, who ☐ is personally known to me or ☐ has produced
_____ as identification.

Notary Public, State of _____

Printed Name: _____

Commission No.: _____

My commission expires: _____

[NOTARIAL SEAL]

EXHIBIT A

Easement Premises

[To be inserted after confirmation by survey]

EXHIBIT B

Grantee Insurance Requirements

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

Insurance Coverages

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

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

Commercial General Liability	\$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

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

Grantee will require Contractor to continue to maintain products/completed operations coverage for a period of three (3) years after the final completion of the project. The amount of products/completed operations coverage maintained during the three year period shall be not less than the combined limits of Products/ Completed Operations coverage required to be maintained by Contractor in the combination of the Commercial General Liability coverage and Umbrella Liability Coverage during the performance of the Work.

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

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

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

Design Professional Liability \$1,000,000 per Claim
\$2,000,000 Aggregate

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

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

Grantee will purchase or cause the General Contractor to purchase Builders Risk/Installation Floater coverage. Such insurance shall be on a form acceptable to the City's Office of Insurance and Risk Management. The Builder's Risk policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum \$100,000 deductible for other than water damage, flood, windstorm and hail. For flood, windstorm and hail coverage, the maximum deductible applicable shall be 5% of the completed value of the project. For Water Damage, the maximum deductible applicable shall not exceed \$500,000. Named insured's shall be: Grantee, Contractor, the City, and their respective members, officials, officers, employees and agents, and the Program Management Firms(s) (when program management services are provided). The City of Jacksonville, its members, officials, officers, employees and agents are to be named as a loss payee.

Pollution Liability \$2,000,000 per Loss
\$2,000,000 Annual Aggregate

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

Pollution Legal Liability \$2,000,000 per Loss
\$2,000,000 Aggregate

Any entity hired to perform services as a part of this Easement Agreement that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury

and property damage for losses that arise from the facility that is accepting the waste under this Easement Agreement.

Umbrella Liability

\$1,000,000 Each Occurrence/ Aggregate.

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

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

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

The Contractor shall not be permitted to enter upon or perform any work on the railroad's property until such insurance has been furnished to the satisfaction of the railroad. The insurance herein specified is in addition to any other insurance which may be required by the City, and shall be kept in effect at all times while work is being performed on or about the property, tracks, or right-of-way of the railroad.

Additional Insurance Provisions

- A. Additional Insured: All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the City of Jacksonville and 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. Contractors', Subcontractors', and Vendors' insurance shall be primary to Grantees', and Grantee's Insurance shall be Primary with respect to Grantor's insurance or self-insurance. The insurance provided by the Grantee shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Easement Agreement shall remain the sole and exclusive responsibility of the named insured Grantee. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Easement Agreement.
- E. Grantee's Insurance Additional Remedy. Compliance with the insurance requirements of this Easement Agreement shall not limit the liability of the Grantee or its Subcontractors, employees or

agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Easement Agreement or otherwise.

- F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Grantee shall relieve Grantee of Grantee's full responsibility to provide insurance as required under this Easement Agreement.
- G. Certificates of Insurance. Grantee shall provide the City Certificates of Insurance that shows 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 State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- I. Notice. The Grantee shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Grantee shall provide a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of the Grantee under this Easement Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.
- L. Special Provisions: Prior to executing this Easement Agreement, Grantee shall present this Easement Agreement and Exhibit J to its Insurance Agent affirming: 1) that the Agent has personally reviewed the insurance requirements of the Easement Agreement, and (2) that the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Grantee.

EXHIBIT Q

Completion Grant Escrow and Disbursement Agreement

COMPLETION GRANT ESCROW AND DISBURSEMENT AGREEMENT

THIS COMPLETION GRANT ESCROW AND DISBURSEMENT AGREEMENT (this “**Agreement**”), dated as of _____, 20__ (the “**Effective Date**”), is among **CHICAGO TITLE INSURANCE COMPANY** (“**Escrow Agent**”), **CITY OF JACKSONVILLE**, a municipal corporation and a political subdivision of the State of Florida (the “**City**”), and **RD RIVER CITY BREWERY, LLC**, a Florida limited liability company (“**Developer**”).

W I T N E S S E T H

WHEREAS, the City, the **DOWNTOWN INVESTMENT AUTHORITY**, a community redevelopment agency on behalf of the City (the “**DIA**”) and the Developer entered into that certain Redevelopment Agreement dated as of _____, 2024 (as the same has been or may hereinafter be amended, amended and restated, supplemented or otherwise modified renewed or replaced from time to time, hereinafter referred to as the “**Redevelopment Agreement**”) in connection with the redevelopment of the Project Parcel; and

WHEREAS, the Redevelopment Agreement provides that the Completion Grant shall be funded by the City and disbursed by the Escrow Agent to Developer pursuant to the terms of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Appointment of Agent.

1.1 The City and the Developer hereby appoint Escrow Agent to act as their escrow agent on the terms and conditions hereinafter set forth, and Escrow Agent accepts such appointment on such terms and conditions. All fees of Escrow Agent due for the performance by Escrow Agent of its duties hereunder shall be the sole responsibility of the Developer.

1.2 On or about the date hereof the City deposited the amount of \$39,000,000 (the “**Completion Deposit**”) with the Escrow Agent. The Escrow Agent agrees to hold Completion Deposit on behalf of the City and the Developer and to disburse and deliver the Completion Deposit as provided in the Redevelopment Agreement and this Agreement. Except as expressly provided to the contrary in this Agreement, Escrow Agent does not have any interest in the Completion Deposit but is serving as an escrow holder in a fiduciary capacity (as that fiduciary capacity may be created, controlled, or limited by this Agreement) only and having only possession of the Completion Deposit in accordance with this Agreement.

2. Disposition of the Completion Deposit.

2.1 Escrow Agent shall hold the Completion Deposit in a federally insured interest bearing savings account (the “**Completion Account**”) which rate of interest need not be maximized, with a domestic banking institution with a Moody’s credit rating not less than A1 and an Standard & Poor’s credit rating of not less than A-. Escrow Agent shall not commingle the Completion Deposit with any other funds.

2.2 Prior to any disbursement from the Completion Deposit, Developer and City shall provide a signed letter to Escrow Agent confirming a minimum of \$67,000,000 of Developer Equity (as defined in the Redevelopment Agreement) has been disbursed into the construction of the Improvements (as defined in the Redevelopment Agreement). Thereafter, from time to time, but not more than one (1) time during any three (3) month period commencing on or after Commencement of Vertical Construction of the Improvements in accordance with the terms and conditions of the Redevelopment Agreement and this Agreement, the Developer shall submit a written notice (each, a **“Draw Request”**) to the City, DIA and the Escrow Agent requesting a release of funds from the Completion Deposit equal to the product of (i) the amount previously funded by the Senior Construction Lender divided by the total original construction loan amount, and (ii) \$39,000,000, less the amount previously drawn from the Completion Deposit (the **“Requested Amount”**). By way of example, if the total original construction loan amount is \$100,000,000, and the Senior Construction Lender has funded \$50,000,000 at the time of the Draw Request, and \$17,000,000 had previously been released from the Completion Deposit, then the Requested Amount would equal \$2.5MM and would be calculated as follows $((\$50MM / \$100MM) \times \$39MM) - \$17MM = \$2.5MM$.

The Draw Request shall contain the items listed on Exhibit “A” attached hereto (the **“Draw Request Requirements”**). The Requested Amount shall be disbursed to the Senior Construction Lender and the Senior Construction Lender shall thereafter disburse the Requested Amount to the Developer in connection with the next senior construction loan draw made by the Senior Construction Lender.

2.2.1 The Escrow Agent’s disbursement of each Requested Amount shall be made within thirty (30) calendar days following the City and Escrow Agent’s receipt of such Draw Request, unless the City provides written notice of an objection thereto to Developer and Escrow Agent within fifteen (15) calendar days from the date the Draw Request is received by the City (the **“Deficiency Notice”**), which objection shall identify the Disputed Amount (as hereinafter defined) (if the objection relates to matters in item (z) below) and shall be limited to the City’s good faith belief that (x) the Requested Amount is not pari passu with the Senior Construction Lender’s previously funded draws, (y) such Draw Request did not include the Draw Request Requirements, or (z) during review of Draw Request Requirements as presented, the City finds that (i) the amount advanced by the Senior Construction Lender’s previously funded draws is inconsistent with the information contained in the Draw Request including, without limitation, not supported by the third-party inspection report and the architect’s certification or (ii) the amount of stored materials being funded in such a Draw Request were not actually delivered (the amounts set forth being the **“Disputed Amount”**). To the extent the City delivers a Deficiency Notice, the Developer shall resubmit or otherwise supplement the portion of the Draw Request reasonably required to address the items noted in any Deficiency Notice (the **“Resubmittal”**).

2.2.2 In the event the Escrow Agent receives a properly made objection, Escrow Agent shall disburse the portion of the Requested Amount that is not a Disputed Amount and shall retain the Disputed Amount until the earlier of (a) the deemed approval of the Resubmittal pursuant to Section 2.2.3 below, (b) a written

notice executed by the City and the Developer mutually directing the disbursement of such funds or balance thereof which the City and Developer agree to execute in good faith upon the City's reasonable satisfaction as to its Deficiency Notice, or (c) an order issued by a court of competent jurisdiction, which order is not subject to appeal or for which the time for appeal has expired and no appeal has been perfected, directing the disbursement of such funds, and in either event, Escrow Agent shall disburse the Disputed Amount in accordance therewith

2.2.3 Within five (5) business days following the City's receipt of a Resubmittal, the City shall either send an additional Deficiency Notice or such Resubmittal shall be deemed approved.

2.3 In the event that the Developer (i) fails to meet the Completion Date deadline contained in Article 4 of the Redevelopment Agreement (as the same may be extended pursuant to the terms of the Redevelopment Agreement), (ii) the REV Grant is forfeited in its entirety pursuant to the terms of Section 13.3(b) the Redevelopment Agreement, and (iii) the City properly issues a Guaranty Demand Notice pursuant to Section 7.2 of the Redevelopment Agreement, the balance of the Completion Account, if any, shall be disbursed to the City.

2.4 Upon Developer obtaining a temporary certificate of occupancy for the Residential Improvements and Garage Improvements (as defined in the Redevelopment Agreement) such that the Residential Improvements and Garage Improvements may be utilized for their intended purposes, the balance of the Completion Account, if any, shall be disbursed to the Senior Construction Lender.

2.5 Nothing in this Section 2 shall have any effect whatsoever upon Escrow Agent's rights, duties, and obligations under Section 3.

3. Concerning Escrow Agent.

3.1 Escrow Agent shall be protected in relying upon the accuracy, acting in reliance upon the contents, and assuming the genuineness of any notice, demand, certificate, signature, instrument or other document which is given to Escrow Agent without verifying the truth or accuracy of any such notice, demand, certificate, signature, instrument or other document.

3.2 Other than the Redevelopment Agreement, Escrow Agent shall not be bound in any way by any other contract or understanding between the City and the Developer, whether or not Escrow Agent has knowledge thereof or consents thereto unless such consent is given in writing.

3.3 Escrow Agent's sole duties and responsibilities shall be to hold and disburse the Completion Deposit in accordance with this Agreement.

3.4 Upon the disbursement of the Completion Deposit in accordance with this Agreement, Escrow Agent shall be relieved and released from any liability under this Agreement.

3.5 Escrow Agent may resign at any time upon at least ten (10) Business Days' prior written notice to the City and the Developer hereto. If, prior to the effective date of such

resignation, the City and the Developer hereto shall have approved, in writing, a successor escrow agent, then upon the resignation of Escrow Agent, Escrow Agent shall deliver the Completion Deposit to such successor escrow agent. From and after such resignation and the delivery of the Completion Deposit to such successor escrow agent, Escrow Agent shall be fully relieved of all of its duties, responsibilities and obligations under this Agreement from and after the date of such resignation, all of which duties, responsibilities and obligations shall be performed by the appointed successor escrow agent. If for any reason City and the Developer shall not approve a successor escrow agent within such period, Escrow Agent may bring any appropriate action or proceeding for leave to deposit the Completion Deposit with a court of competent jurisdiction, pending the approval by the City and the Developer of a successor escrow agent, and upon such deposit Escrow Agent shall be fully relieved of all of its duties, responsibilities and obligations under this Agreement.

3.6 The City and the Developer hereby agree to, jointly and severally, indemnify, defend and hold harmless Escrow Agent from and against any liabilities, damages, losses, costs or expenses incurred by, or claims or charges made against, Escrow Agent (including reasonable attorneys' fees and disbursements) by reason of Escrow Agent performing its obligations pursuant to, and in accordance with, the terms of this Agreement, but in no event shall Escrow Agent be indemnified for its gross negligence, fraud, willful misconduct or breach of the terms of this Agreement.

3.7 In the event that a dispute shall arise in connection with this Agreement or as to the rights of the City and the Developer in and to, or the disposition of, the Completion Deposit, Escrow Agent shall have the right to (w) hold and retain all or any part of the Completion Deposit until such dispute is settled or finally determined by litigation, arbitration or otherwise, or (x) deposit the Completion Deposit in an appropriate court of law, following which Escrow Agent shall thereby and thereafter be relieved and released from any liability or obligation under this Agreement, or (y) institute an action in interpleader or other similar action permitted by stakeholders in the State of Florida, or (z) interplead the City and the Developer in any action or proceeding which may be brought to determine the rights of the City and the Developer to all or any part of the Completion Deposit.

3.8 Escrow Agent shall not have any liability or obligation for loss of all or any portion of the Completion Deposit by reason of the insolvency or failure of the institution of depository with whom the escrow account is maintained.

4. Termination.

This Agreement shall automatically terminate upon the delivery or disbursement by Escrow Agent of the entirety of the Completion Deposit in accordance with the terms of this Agreement.

5. Notices.

All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the following address:

If to the City: Downtown Investment Authority

117 W. Duval Street, Suite 300
Jacksonville, Florida 32202
Attn: Chief Executive Officer
Email: boyerl@coj.net

With a copy to: City of Jacksonville
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Corporation Secretary
Email: _____

If to the Developer: RD River City Brewery, LLC
2850 Tigertail Avenue, Suite 800
Miami, FL 33133
Attn: Steve Patterson
Email: spatterson@relatedroup.com

With a copy to: Greenberg Traurig, P.A.
333 SE 2nd Avenue, Suite 4400
Miami, Florida 33131
Attn: Kimberly S. LeCompte, Esq.
Email: lecomptek@gtlaw.com

And: Driver, McAfee, Hawthorne & Diebenow, PLLC
One Independent Drive, Suite 1200
Jacksonville, Florida 32202
Attn: Steve Diebenow, Esq.
Email: sdiebenow@drivermcafee.com

If to Escrow Agent: Chicago Title Insurance Company
13800 NW 14th Street, Suite 190
Sunrise, Florida 33323
Attn: Jennifer J. Corbo
Email: jennifer.corbo@fnf.com

Any such notices may be sent by (a) certified mail, return receipt requested, postage prepaid in the U.S. mail, or (b) a nationally recognized overnight courier, or (c) sent by telecopy or electronic transmission (i.e., e-mail) (with a copy by overnight courier delivered on the next business day). Notices shall be deemed delivered upon actual delivery or refusal of delivery one (1) business day after deposit in the case of overnight courier and three (3) business days after deposit in the case of certified mail, and notices delivered by facsimile transmission or electronic transmission shall be deemed delivered on the same day of such transmission. The above addresses may be changed by written notice to the other party; provided that no notice of a change of address shall be effective until actual receipt of such notice.

6. Capitalized Terms.

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Redevelopment Agreement.

7. Miscellaneous.

(a) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that the City and the Developer have contributed substantially and materially to the preparation of this Agreement.

(b) No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it related and shall not be deemed to be a continuing or future waiver.

(c) This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the internal laws of the state of Florida, without regard to the conflicts of laws principles thereof. Any action brought to interpret or enforce this Agreement shall be brought in a court of competent jurisdiction in the state of Florida and each party hereto hereby consents to jurisdiction and venue in such court.

(d) Time shall be of the essence for each and every provision of this Agreement.

(e) Nothing expressed or implied herein is intended to or shall be construed to confer upon or give any person, firm or corporation other than the parties hereto any rights, remedies, obligations or liabilities under or by reason of this Agreement or result in their being deemed a third party beneficiary of this Agreement.

(f) THE CITY AND THE DEVELOPER HEREBY VOLUNTARILY, KNOWINGLY, AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

(g) This Agreement and the Redevelopment Agreement contain the entire agreement between the parties with respect to the Completion Deposit. In the event of any conflict between the terms and conditions of the Redevelopment Agreement and the terms or conditions of this Agreement, as to the obligations of Escrow Agent, the terms and conditions of this Agreement shall govern and control.

8. Successors.

This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties hereto; provided, however, that except as expressly

provided herein as to the Escrow Agent, this Agreement may not be assigned by any party without the prior written consent of the other parties.

9. Amendments.

Except as expressly provided in this Agreement, no amendment, modification, termination, cancellation, rescission or supersession to this Agreement shall be effective unless it shall be in writing and signed by each of the parties hereto.

10. Attorney Fees.

If any action is brought by any party to this Agreement to enforce or interpret its terms or provisions, the prevailing party will be entitled to reasonable attorney fees and costs incurred in connection with such action prior to and at trial and on any appeal therefrom; it being understood and agreed that the determination of the prevailing party shall be included in the matters which are the subject of such action or suit.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement
as of the date and year first above written.

ESCROW AGENT:

CHICAGO TITLE INSURANCE COMPANY

By: _____
Name _____
Title: _____

CITY:

ATTEST:

CITY OF JACKSONVILLE

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

By: _____
Donna Deegan, Mayor

Form Approved:

Office of General Counsel

GC-#1644950-v11-Exhibit_Q_-_Completion_Grant_Escrow_and_Disbursement_Agreement.docx

THE DEVELOPER:

RD RIVER CITY BREWERY, LLC, a
Florida limited liability company

By: _____
Name:
Title:

Exhibit “A”

Draw Request Requirements

1. A copy of the loan draw packages submitted to the Senior Construction Lender corresponding to the current Draw Request, which shall include:
 - (a) developer draw request,
 - (b) GC pay applications,
 - (c) conditional lien release for the most recent pay application and unconditional releases for the prior applications,
 - (d) invoice back-up as required by the construction lender
 - (e) change orders reflect in the pay applications
2. The construction inspection report prepared for each loan draw package included in the current Draw Request.

EXHIBIT R

Payment Guaranty

PAYMENT GUARANTY

THIS PAYMENT GUARANTY ("Guaranty") is made, executed and delivered as of _____, 2024, by PRH INVESTMENTS, LLC, a Florida limited liability company ("Guarantor") to and in favor of CITY OF JACKSONVILLE, a municipal corporation and a political subdivision of the State of Florida (the "City").

Preliminary Statement

A. The City, the Downtown Investment Authority, a community redevelopment agency on behalf of the City (the "DIA") and RD River City Brewery, LLC, a Florida limited liability company (the "Developer") entered into that certain Redevelopment Agreement dated as of _____, 2024 (as the same has been or may hereinafter be amended, amended and restated, supplemented or otherwise modified renewed or replaced from time to time, hereinafter referred to as the "Redevelopment Agreement") in connection with the redevelopment of the Project Parcel; and

B. The Redevelopment Agreement provides that the Completion Grant shall be funded by the City and disbursed by the Escrow Agent to the Senior Construction Lender pursuant to the terms of that certain Completion Grant Escrow and Disbursement Agreement entered into by and between the City, the Developer and an entity as selected by the City and approved by the Developer in its reasonable discretion (the "Escrow and Disbursement Agreement").

C. The Guarantor derives direct and material benefits and valuable consideration as a result of the work being done and paid for, in part, by the Completion Grant. As a material condition precedent to the City funding the Completion Grant, Guarantor has agreed to guaranty repayment of the Completion Grant disbursed under the Escrow and Disbursement Agreement in the event the Developer fails to meet the Completion Date deadline contained in Article 4 of the Redevelopment Agreement (as the same may be extended pursuant to the terms of the Redevelopment Agreement) and the REV Grant is forfeited pursuant to Section 13.3(b) of the Redevelopment Agreement.

NOW, THEREFORE, in consideration of the premises, and in order to induce the City to fund the Completion Grant, the Guarantor agrees as follows:

1. Introduction. The above Preliminary Statement is true and correct and is incorporated into and made a part of this Guaranty. Capitalized terms used herein that are not defined herein shall have the meanings given to such terms in the Redevelopment Agreement.

2. Guaranty. The Guarantor hereby irrevocably, absolutely and unconditionally guarantees (as primary obligor and not merely as a surety) to the City the full, faithful and punctual payment and performance of the Guaranteed Obligations (as defined below). As and to the extent

the Developer fails to meet the Completion Date deadline contained in Article 4 of the Redevelopment Agreement (as the same may be extended pursuant to the terms of the Redevelopment Agreement) and the REV Grant is forfeited pursuant to Section 13.3(b) of the Redevelopment Agreement, the Guarantor guarantees to the City the due and punctual repayment by Developer of any amounts previously disbursed under the Escrow and Disbursement Agreement and all fees, costs and other expenses incurred by the City related to the enforcement of this Guaranty including, without limitation, all Guaranteed Obligations that would become due but for the operation of the automatic stay pursuant to Section 362(a) of the Bankruptcy Code or the operation of Sections 365, 502(b) or 506(b) of the Bankruptcy Code (the “Guaranteed Obligations”). Notwithstanding the foregoing, in the event the Developer Substantially Completes (i) the Residential Improvements, the Garage Improvements and the Riverwalk Improvements and obtains a certificate of occupancy (or its equivalent) that permits the use of the applicable improvements for the same prior to the date of any Written Demand of the City (as defined below), this Guaranty will terminate, and (ii) the Residential Improvements and the Garage Improvements (but not the Riverwalk Improvements) and obtains a certificate of occupancy (or its equivalent) that permits the use of the applicable improvements for the same prior to the date of any Written Demand of the City (as defined below) the maximum amount recoverable by the City hereunder shall be reduced to \$1,000,000.

3. Effectiveness of Guaranty and Acts by the City. The City may in its discretion and without notice to or approval by Guarantor, but acting in good faith, take any action which might otherwise be deemed a legal or equitable release or discharge of the Guaranteed Obligations hereunder without either impairing or affecting the liability of any Guarantor for payment of the Guaranteed Obligations, which actions might include, by way of illustration and not limitation:

- (a) the acceptance of partial payment of any amounts due under this Guaranty;
- (b) the settlement, release, compounding, compromise, cancellation, rearrangement or consolidation of Guaranteed Obligations;
- (c) any action giving rise to any defenses, set-offs, claims or counterclaims which may be available to Developer or to any third party;
- (d) the collection of or other liquidation of any claims the City may have in respect of the Guaranteed Obligations;
- (e) the granting of indulgences, forbearance, compromises, extensions or adjustments in respect to any covenant or agreement under the Redevelopment Agreement;
- (f) the release from liability of any additional parties who may guarantee payment of the Guaranteed Obligations or any portion thereof;
- (g) the release, surrender, exchange or compromise of any lien held by or for the City as security for the Guaranteed Obligations or as security for a guaranty of the Guaranteed Obligations; or

(h) taking any action, which might arise by operation of law or any other cause, whether similar or dissimilar to the foregoing.

4. Demand by the City. Subject to termination of this Guaranty or reduction of the maximum indebtedness as provided in Section 2 of this Guaranty, the Guaranteed Obligations shall be due and payable by Guarantor to the City within five (5) business days of the City's written demand to Guarantor confirming that: (i) the Developer failed to meet the Completion Date deadline contained in Article 4 of the Redevelopment Agreement (as the same may be extended pursuant to the terms of the Redevelopment Agreement); (ii) the REV Grant was forfeited pursuant to Section 13.3(b) of the Redevelopment Agreement (a "Written Demand"). Payment by Guarantor shall be made to the City in immediately available funds at the address set forth in the Notice section or at any other address that may be specified in writing from time to time by the City. If acceleration of the time for payment of the Guaranteed Obligations is stayed, or demand for payment thereof is precluded upon injunction or the bankruptcy, insolvency or reorganization of the Developer (determined without regard to whether a court of competent jurisdiction might act favorably on a request for relief from any such stay or other preclusion), or the City is otherwise stayed, enjoined or precluded from exercising its rights and remedies pursuant to the Redevelopment Agreement, then, the entire amount of the Guaranteed Obligations shall nevertheless be due and payable by Guarantor to the City within five (5) business days of the City's written demand.

5. Enforcement of Guaranty. The City has no obligation to proceed against the Developer, or any other guarantor of the Guaranteed Obligations, or any other person, or any collateral, before seeking satisfaction from the Guarantor. The City shall not be required to mitigate damages or take any other action to reduce, collect, or enforce the Guaranteed Obligations. The City may proceed, prior or subsequent to, or simultaneously with, the enforcement of its rights hereunder, to exercise any right or remedy which it may have against any collateral as a result of any lien it may have as security for the Guaranteed Obligations, or against any other guarantor of the Guaranteed Obligations, for all or any portion of the Guaranteed Obligations. The City shall not be required to liquidate any lien or any other form of security, instrument, or note prior to making such demand. THIS IS A GUARANTY OF PAYMENT AND PERFORMANCE AND NOT OF COLLECTION, and Guarantor waives all rights that Guarantor may have, if any, to require that any action be brought against Developer (or any other person) or to require that resort be first made against any security prior to demanding payment or performance hereunder.

6. Benefit of Guaranty. The provisions of this Guaranty are for the benefit of the City, and nothing herein contained shall impair, as between or among the Developer or Guarantor, on the one hand, and the City, on the other hand, the obligations of the Developer under the Redevelopment Agreement. Nothing shall discharge or satisfy the liability of Guarantor hereunder except the full, final and indefeasible payment and performance of the Guaranteed Obligations.

7. Waivers and Acknowledgements by Guarantor.

(a) Guarantor hereby waives: (i) notice of acceptance of this Guaranty and of creation of the Guaranteed Obligations; (ii) protest, notice of protest, and notice of dishonor or

default to Developer, the Guarantor or to any other person with respect to any of the Guaranteed Obligations; (iii) any defense of Developer to the Guaranteed Obligations, except the defense of payment or performance in full; (iv) any rights to extension, composition or otherwise under the Bankruptcy Code or any amendments thereof, or under any state or other federal statute or other Debtor Relief Law; and (v) any action, inaction, defense or circumstance (including, without limitation, the validity or enforceability of the Loan or this or any guaranty, disability, insolvency, lack of authority or power, insanity, minority, death, dissolution) that might otherwise constitute a legal or equitable discharge of Developer's obligations under the Redevelopment Agreement or Guarantor's conditional liability hereunder, other than the defense of payment or performance in full or any compulsory counterclaim.

(b) Guarantor has reviewed the Redevelopment Agreement with counsel of their choice, and consents to the Redevelopment Agreement. Guarantor shall be regarded, and shall be in the same position, as a principal debtor with respect to all of the Guaranteed Obligations.

(c) Guarantor will remain liable hereunder regardless of whether Developer is held to be not liable on the Guaranteed Obligations. Guarantor agrees that its waivers hereunder are of the essence of the Redevelopment Agreement transactions and that, but for this Guaranty and such waivers, the City would have declined to fund the Completion Grant.

(d) Guarantor is responsible for all sums and obligations comprising the Guaranteed Obligations notwithstanding that Developer's liabilities therefor may be diminished or eliminated by operation of bankruptcy or Debtor Relief Laws or otherwise. Should Developer, before or after payment of any or all sums covered by this Guaranty, take advantage of any Debtor Relief Law pursuant to which the City is required to return any portion of the sums guaranteed hereby, including, without limitation, as a result of any determination that a fraudulent conveyance or preference exists, this Guaranty shall remain in full force and effect as to such sums (and any other sums unpaid under this Guaranty) on the terms set forth herein until the City finally and irrevocably has been paid or repaid all such sums and Guarantor shall otherwise render full performance to the City.

8. Representations and Warranties. Guarantor represents and warrants to the City that:

(a) The Guarantor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida and has all requisite limited liability company power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

(b) The Guarantor has full limited liability company power and authority to execute and deliver this Guaranty, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Guaranty by the Guarantor, the performance by the Guarantor of its obligations hereunder, and the consummation of the transactions provided for hereby have been duly and validly authorized by all necessary limited liability company action on the part of the Guarantor. This Guaranty

has been duly executed and delivered by the Guarantor and constitutes the valid and binding agreement of the Guarantor, enforceable against the Guarantor in accordance with its terms, subject to applicable bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles and the discretion of courts in granting equitable remedies.

(c) Neither the execution and delivery of this Guaranty nor the consummation of any of the transactions contemplated hereby nor compliance with the terms and provisions hereof contravene the organizational documents of the Guarantor or, to Guarantor's knowledge, any applicable law to which the Guarantor is subject or any judgment, decree, license, order or permit applicable to the Guarantor, or conflict or be inconsistent with, or will result in any breach of, any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of a lien upon any of the property or assets of the Guarantor pursuant to the terms of, any indenture, mortgage, deed of trust, agreement or other instrument to which the Guarantor is a party or by which the Guarantor is bound, or to which the Guarantor is subject.

(d) No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Governmental Authority or regulatory body or any other person is required for the execution, delivery and performance by the Guarantor of this Guaranty or the consummation of the transactions contemplated hereby.

(e) There is no action, suit, claim, proceeding or investigation pending or, to the best knowledge of the Guarantor, currently threatened against the Guarantor that questions the validity of this Guaranty or the transactions contemplated herein or that could either individually or in the aggregate have a material adverse effect on Guarantor's obligations hereunder.

(f) The execution, delivery and performance of this Guaranty, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the terms and conditions hereunder do not or will not (as the case may be), with the passing of time or the giving of notice or both, violate or conflict with, constitute a breach of or default under, result in the loss of any benefit under, or permit the acceleration of any obligation under, (i) any term or provision of the charter documents of the Guarantor, (ii) any judgment, decree or order of any governmental entity to which the Guarantor is a party or by which the Guarantor or any of its properties is bound or (iii) any law applicable to the Guarantor, unless, in each case, such violation, conflict, breach, default, loss of benefit or accelerated obligation would not, either individually or in the aggregate, have a material adverse effect on the ability of the Guarantor to consummate the transactions contemplated hereby.

- (g) The Guarantor is solvent as of the Effective Date.

9. Further Assurances. Guarantor agrees that it will from time to time, at the reasonable request of the City, do all such things and execute all such documents as the City may consider reasonably necessary or desirable to give full effect to this Guaranty and to preserve the rights and powers of the City hereunder. Guarantor agrees that it will provide the City at the time of execution hereof and on a quarterly basis thereafter until the expiration or termination of this Guaranty, an attestation from its chief financial officer evidence of its financial capacity to fulfill the full, faithful and punctual payment and performance of the Guaranteed Obligations, which may be in the form of a written certification executed by Guarantor's chief financial officer, stating that the Guarantor has a Cash Liquidity Balance equal to or greater than \$40,000,000, and Net Worth equal to or greater than \$150,000,000. All such statements shall be certified by Guarantor's chief financial officer to be correct and in accordance with Guarantor's records, and to present fairly the Guarantor's financial position in conformity with generally accepted accounting principles ("GAAP").

As used in this Section 9, the following terms shall have the respective meanings set forth below:

- (a) "Cash Liquidity Balances" means the unrestricted and unencumbered assets of Guarantor and shall include, without limitation, (i) stocks and bonds traded on recognized exchanges that can be converted to cash in five (5) days, (ii) cash on deposit in accounts maintained by financial institutions or in money market accounts in the name of Guarantor or any subsidiary of Guarantor which is consolidated with Guarantor pursuant to GAAP (each, a "Guarantor Subsidiary"), (iii) U.S. Government securities having a maturity within one year of issuance thereof, (iv) commercial paper rated A-1 or better by Standard & Poor's or P-1 or better by Moody's which will mature within one year of issuance thereof, (v) unencumbered marketable securities or bonds rated A or better by Moody's Investors Services, Inc., (vi) direct obligations of the United States of America or any agency thereof which will mature within one year of the issuance thereof, (vii) secured repurchase agreements against any of the foregoing, and executed by a bank or trust company domiciled in the United States, (viii) Eurodollar deposits or certificates of deposits issued by a lender, and (ix) other liquid assets as may be approved by the City in its sole and absolute discretion; provided, however, that liquid assets titled in custodial accounts or trusts, or titled (in whole or in part) in the name(s) of entities other than Guarantor or any Guarantor subsidiary shall be excluded from the calculation of Cash Liquidity Balances.
- (b) "Net Worth" means (a) the Guarantor's total equity (including contributions, net of distributions and retained earnings) which would appear on a balance sheet of Guarantor prepared as of such date in accordance with GAAP, less (b) the sum of (i) the aggregate book value of goodwill shown on such balance sheet of Guarantor, prepared in accordance with GAAP, and (ii) unamortized debt discount and expenses.

10. Benefit of Guaranty. This Guaranty shall remain in full force and effect until the earlier to occur of (i) Substantial Completion of the Improvements and a certificate of occupancy for the same is obtained by the Developer in the absence of a prior Written Demand; or (ii) satisfaction in full of the Guarantor's Guaranteed Obligations for which City has made a Written

Demand. In the event that following a payment under this Guaranty, such payment is rescinded or reduced as a result of any petition filed by or against Developer under the Bankruptcy Code for liquidation or reorganization, this Guaranty shall continue to be effective or be reinstated, as the case may be, up to the amount of such rescinded or reduced payment.

11. Strict Performance; Waivers. No good faith failure, delay or omission by the City to exercise any of the rights, powers, remedies and privileges hereunder shall be deemed a waiver thereof and every such right, power, remedy and privilege may be exercised repeatedly. No notice to or demand on Guarantor shall be deemed to be a waiver of the right of the City to take further action without notice or demand as provided herein. No modification or waiver of the provisions of this Guaranty will be effective unless in writing executed by the City and, as to a modification, by Guarantor. Any waiver granted shall be applicable only in the specific instance for which it is given. Failure of the City to insist upon strict performance or observance of any of the terms, provisions and covenants hereof or to exercise any right herein contained shall not be construed as a waiver or relinquishment of the right to demand strict performance at another time.

12. No Assignment. This Guaranty is personal to the City and Guarantor and neither the City nor the Guarantor shall be permitted to assign any rights it has in and to this Guaranty to any third party.

13. Miscellaneous. This Guaranty shall be binding upon Guarantor and shall inure to the benefit of, and be enforceable by, the City. None of the terms or provisions of this Guaranty may be waived, altered, modified or amended, except in writing duly signed for and on behalf of the City and the Guarantor. This Guaranty may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. Guarantor agrees that any copy of this Guaranty signed the parties who are signatories, and transmitted by telecopier, by PDF transmission or otherwise for delivery to the City shall be admissible in evidence as the original itself in any judicial, bankruptcy, administrative or alternative dispute resolution proceeding, whether or not the original is in existence or produced. This Guaranty is in addition to, and not in substitution for, or in reduction of, any other guarantees in favor of the City.

14. Notices. All notices required or permitted by any provision of this Guaranty shall be in writing and hand-delivered, or sent by registered or certified mail or nationally recognized overnight delivery service or email and addressed as follows:

To the City:	City of Jacksonville C/O Downtown Investment Authority 117 W. Duval Street, Suite 310 Jacksonville, Florida 32202 Attn: Lori Boyer Email: boyerl@coj.net
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With a copy to:	Office of General Counsel 117 West Duval Street, Suite 480 Jacksonville, Florida 32202
-----------------	--

Attn: Corporation Secretary

To the Guarantor:

2850 Tigertail Avenue, Suite 800
Miami, Florida 33133
Attn: Steven Patterson

With a copy to:

Greenberg Traurig, P.A.
333 SE 2nd Avenue
Miami, Florida 33131
Attn: Kimberly S. LeCompte, Esq.

Such addresses may be changed by such notice to the other party. Notice given as hereinabove provided shall be deemed given on the date of its deposit in the United States Mail (if mailed) and, unless sooner actually received, shall be deemed received by the party to whom it is addressed on the third calendar day following the date on which said notice is deposited in the mail, or if a courier system or email is used, on the date of delivery of the notice.

15. Governing Law. This Guaranty and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of Florida (exclusive of its choice-of-laws principles) applicable to contracts made and performed in such state, and any applicable laws of the United States of America. Guarantor consents to personal jurisdiction before the Circuit Court in and for Miami-Dade City, Florida and the United States District Court for the Southern District of Florida, and other courts in which personal and subject matter jurisdiction lies.

16. Severability, Etc. If any provision of this Guaranty or the application thereof to any person or circumstance shall, to any extent, be illegal, invalid or unenforceable, the remainder of this Guaranty or the application of such provision to persons or circumstances other than those as to which it is illegal, invalid or unenforceable, as the case may be, shall not be affected, and each provision of this Guaranty shall be legal, valid and enforceable to the fullest extent permitted by law. The illegality, invalidity or unenforceability of any provision of this Guaranty in any jurisdiction shall not affect the legality, validity or enforceability thereof in any other jurisdiction. Any right or remedy granted herein is separate, distinct and cumulative and not exclusive of any other right or remedy granted herein or provided by law or in equity; and all of the same may be exercised concurrently, independently or successively by the City in its discretion. Any forbearance on the part of the City in exercising any right or remedy shall not constitute a waiver of or preclude the exercise of such right or remedy. The City shall not be deemed by any act or omission to have waived any right or remedy or any default unless such waiver is in writing and signed by the City, and then only to extent specifically set forth in such writing.

17. Drafting. Each party and its legal counsel have reviewed and participated in the drafting of this Guaranty. The rule of construction that any ambiguities are to be resolved against the drafting parties shall not be applicable to the construction of this Guaranty.

18. Waiver of Jury Trial. TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, GUARANTOR AND THE CITY HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, RELATING TO, OR CONNECTED WITH THIS GUARANTY, IT BEING ACKNOWLEDGED BY GUARANTOR THAT GUARANTOR IS KNOWLEDGEABLE IN SOPHISTICATED COMMERCIAL REAL ESTATE TRANSACTIONS, AND THAT GUARANTOR MAKES THIS WAIVER OF TRIAL BY JURY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY AND ONLY AFTER CONSULTATION WITH LEGAL COUNSEL OF ITS CHOOSING.

[the remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed and delivered to the City effective as of the date first written above.

GUARANTOR:

PRH INVESTMENTS, LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

GC-#1644781-v9-Exhibit_R_to_RDA_-_Guaranty_re_Completion_Grant.docx

EXHIBIT S

Parking Rights Easement

Prepared by:
Richard W. Hawthorne, Esq..
Driver, McAfee, Hawthorne & Diebenow PLLC
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

PARKING EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT ("Easement Agreement") is made as of the ____ day of _____, 2024, by and between, **RD RIVER CITY BREWERY, LLC**, a Florida limited liability company, ("**Grantor**") whose address is 2850 Tigertail Avenue, Suite 800, Miami, Florida 33133 and **CITY OF JACKSONVILLE**, a body politic and municipal corporation existing under the laws of the State of Florida ("**Grantee**"), whose mailing address is c/o Downtown Investment Authority, 117 W. Duval Street, Suite 310, Jacksonville, Florida 32202.

RECITALS:

A. Grantor owns certain property described on **Exhibit A** attached hereto and made a part hereof (the "**Grantor Parcel**") on which Grantor has constructed a mixed-use residential development including a parking garage (the "**Project**").

B. Grantor has agreed to provide thirty (30) spaces to Grantee for the exclusive use of Grantee as provided in this Easement Agreement.

C. Grantor and Grantee desire that the garage improvements constructed on the Grantor Parcel and the parking rights granted herein shall be subject to the easements and covenants hereinafter set forth.

IN CONSIDERATION of the foregoing recitals, each of which is made a part hereof, Grantor and Grantee hereby make and enter into the following grants, covenants, and agreements:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein as if repeated at length.

2. **DEFINITIONS.** The following terms when used in this Easement Agreement shall have the following meanings:

(a) **Dedicated Parking Spaces.** The thirty (30) "self-park" parking spaces located in the Dedicated Parking Spaces Area. Each Dedicated Parking Space shall be an individual, space (i.e., non-tandem or stacked), individually striped and

marked and meet all applicable legal requirements. Up to eight (8) of the spaces may be compact spaces and the remaining spaces shall be full size spaces. None of the Dedicated Parking Spaces shall be high efficiency vehicle (HEV) spaces, fuel efficient vehicle (FEV) spaces or similar spaces reserved for special classes of vehicles; the Grantor and the Grantee acknowledge and agree that two (2) of the Dedicated Parking Spaces in the Parking Garage shall be handicapped spaces in compliance with Section 553.5041 of Florida Statutes and any other applicable law.

(b) Dedicated Parking Spaces Area. The areas located on the first (1st) floor of the Parking Garage and identified as such on **Exhibit B** attached hereto, subject to any revisions that may be required in connection with the permitting of the Parking Garage and minor field variations as may arise during the course of construction of the Parking Garage, which are approved by Grantee (which approval shall not be unreasonably withheld, conditioned or delayed).

(c) First Class Standard. The standards set forth on **Exhibit C** attached hereto.

(d) Garage Manager. A third-party firm which has been engaged by Grantor to oversee the operation and management of the Parking Garage, which may, but does not have to be, the same firm which has been engaged by Grantor to oversee the day to day operation and management of the balance of the Grantor Improvements.

(e) Grantee Permitted Users. Grantee, its employees, patrons, designees and the general public.

(f) Parking Garage. The parking garage facility containing not less than five hundred fifty (550) individually marked parking spaces to be constructed by Grantor.

3. **GRANT OF EASEMENTS.**

Subject to the terms, covenants and conditions of this Easement Agreement, Grantor hereby grants, bargains and conveys for the benefit of all Grantee Permitted Users, the following perpetual easements, which shall become effective upon the completion of construction of the Parking Garage.

(a) Access. A non-exclusive easement in favor of the Grantee Permitted Users for vehicular and pedestrian traffic over, through and across, but not parking on, the ramps, driveways, and walkways and other portions of the Grantor Parcel and Parking Garage as, from time to time, may be paved and/or intended for vehicular and/or pedestrian purposes to afford access to and from and through the Dedicated Parking Spaces Areas and any public streets, access easements, private roads or alleys serving the Parking Garage. Ingress and egress to and from and through the Parking Garage shall not be materially altered or hindered by Grantor without the express written approval of Grantee; provided, however, in no event shall any consent of Grantee be required (x) in the event of a material alteration or hindrance as a result of an emergency involving imminent threat of serious injury or damage to persons, (y) if the material alteration or hindrance is temporary in nature for

purposes of maintenance or otherwise, or (z) with respect to alterations and modifications to the ramps, driveways and walkways located on the Grantor Parcel and the Parking Garage, so long as the Dedicated Parking Spaces Area is accessible by Grantee and the Grantee Permitted Users. Grantor shall at all times provide Grantee with access devices or codes as shall be necessary to allow Grantee and the Grantee Permitted Users it designates from time to time to enter and exit the Parking Garage and to utilize the Dedicated Parking Spaces.

(b) Parking. An exclusive easement for the use of the Dedicated Parking Spaces Area and the Dedicated Parking Spaces. The Dedicated Parking Spaces may only be used for the parking non-commercial vehicles by the Grantee Permitted Users. The Dedicated Parking Spaces may not be used for (a) the parking of commercial vehicles, including, without limitation, Grantee's trucks and fleet vehicles (b) residential parking for a residential development located outside of the Grantor Parcel, or (c) parking of vehicles overnight. Developer shall install adequate interior and exterior signage evidencing the Dedicated Parking Spaces and shall install a gate in order to separate the residential parking spaces for the Project from the Dedicated Parking Spaces and other guest spaces located in the Parking Garage that are not intended for the private use of the residential units to be constructed as part of Grantor's Planned Improvements. Each Dedicated Parking Space shall be physically marked and designated as "Reserved" by Grantor in a manner specified by Grantee, and reasonably approved by Grantor, and shall only be used by the Grantee Permitted Users. The signage related to the Dedicated Parking Spaces may indicate restrictions related to the use of the Dedicated Parking Spaces contained in this Agreement. In the event a Dedicated Parking Space is used by a Grantee Permitted User in violation of the rules established by Grantor as permitted in this Agreement, then Grantor or the Garage Manager may notify Grantee's Office of Public Parking via e-mail at the email address supplied by Grantee to Grantor from time to time of such violation, and to the extent such party has not removed its vehicle from the Dedicated Parking Space within twelve (12) hours of such notice, Grantor shall have the right to (x) instruct the Garage Manager to post a notice on such vehicle with respect to the unauthorized use of such Dedicated Parking Space and (z) no earlier than twenty-four (24) hours after posting such notice, to request Grantee's Office of Public Parking to ticket the vehicle once every 24 hours and, if permitted pursuant to applicable law, install a boot on the vehicle. For the avoidance of doubt, this easement is intended to allow the users of the Parking Garage to self-park vehicles. Grantor shall only be permitted to relocate the Dedicated Parking Spaces Area or alter the Dedicated Parking Spaces therein with Grantee's prior written consent; provided, however, no such consent shall be required if Grantor is required to reconfigure all or a portion of the Parking Garage to comply with any laws, ordinances rules or regulations first taking effect after the date hereof and not arising due to any alterations to or expansion of the Parking Garage or any of Grantor's Improvements and all or a portion of the Dedicated Parking Spaces Area must be altered or relocated in connection therewith, provided that, in such event (i) Grantor shall use its best efforts to relocate the Dedicated Parking Spaces on two (2) contiguous floors within the Parking Garage which are as close to the initial Dedicated Parking Spaces as

possible and are fully covered, and (ii) the Dedicated Parking Spaces shall not consist of less than thirty (30) parking spaces. The Parking Garage shall be open twenty-four (24) hours per day, seven (7) days per week, including all holidays; provided, however, this shall not preclude Grantor from limiting access to the Parking Garage generally (including the Dedicated Parking Spaces) in the event of an emergency involving imminent threat of serious injury or damage to persons or if temporary in nature for purposes of maintenance or otherwise. Grantee shall not make any use of the Parking Garage or the Dedicated Parking Spaces Area that is inconsistent with the uses contemplated herein. Grantee and the Grantee Permitted Users shall comply with the reasonable rules and regulations with respect to the use by users of the Parking Garage that are established by Grantor from time to time and that are consistent with this Easement Agreement; provided, however, that: (i) all such rules shall be applicable to all users of the Parking Garage and shall be enforced in a uniform and non-discriminatory manner; and (ii) Grantee and the Grantee Permitted Users shall not be required to participate in any valet parking program or to pay any fee (other than the cost reimbursements as set forth herein) with respect to the easements granted in this Easement Agreement. In the event a Dedicated Parking Space is used by a party who is not a Grantee Permitted User, then Grantee shall notify the property manager for the Grantor Parcel via e-mail at the email address supplied by Grantor to Grantee from time to time of such unauthorized use, and to the extent such party has not removed its vehicle from the Dedicated Parking Space within twelve (12) hours of Grantee's notice, Grantee shall have the right to (x) instruct the Garage Manager to post a notice on such vehicle with respect to the unauthorized use of such Dedicated Parking Space and (z) no earlier than twenty-four (24) hours after posting such notice, to instruct the Garage Manager to cause such vehicle to be removed from the Dedicated Parking Space by any reasonable and legal means (including towing) which removal shall be at the sole cost of Grantee, without liability therefor being imposed upon Grantor. Notwithstanding anything herein to the contrary, Grantee's Office of Public Parking may ticket any vehicle utilizing the Dedicated Parking Spaces that Grantee in good faith determines is not a Grantee Permitted User. Subject to applicable laws, and notwithstanding anything to the contrary contained herein, in the event of an emergency that affects public health and safety or involves an imminent threat of damage to property in which Grantor requires access to the Dedicated Parking Spaces, Grantor may tow vehicles parked in the Dedicated Parking Spaces and Grantee shall have no liability in connection therewith.

4. **COVENANTS.**

(a) Construction of Parking Garage. Grantor, at its sole cost and expense, shall construct and complete the Parking Garage in accordance with the terms of that certain Redevelopment Agreement between Grantor and Grantee dated _____, 2024 and in all events as necessary in order to be fully operational in accordance with the First Class Standard.

(b) Operation, Maintenance and Repair of Parking Garage. Grantor shall, at its sole cost and expense, maintain, repair, and operate the Parking Garage in good

condition, order and repair in a manner consistent with the First Class Standard and in compliance with all applicable laws and regulations

(c) Compliance with Laws; Code Enforcement. Grantor shall comply with all applicable laws, ordinances, rules and regulations (collectively, “**Laws**”) with respect to the construction and operation of the Parking Garage. Grantor shall be responsible for requiring its contractors and design professionals retained with respect to any construction, alteration, maintenance, and repair, to comply with all applicable Laws. Grantor shall indemnify, defend and hold Grantee and all Grantee Permitted Users harmless from and against any and all actual losses, costs, claims, actions, causes of action, damages and expenses (including court costs and attorneys’ fees) suffered by reason of any claims arising out of or in connection with any noncompliance with applicable Laws; except to the extent resulting from Grantee’s default under this Easement Agreement, the negligence or willful misconduct of either Grantee, any Grantee Permitted Users or any other parties using the Parking Garage (except for tenants of the Grantor Parcel or Grantor and its agents, employees or contractors), in connection with the use of the easements and exercise of the other rights granted to such parties under this Easement Agreement.

(d) Alterations to Parking Garage. Grantor shall not seek or request from governmental authority or make any change or alteration to the route, median breaks, curb cuts or grade of the roads, easement areas, alleyways providing access to and egress from the Parking Garage which would materially impede access for the intended purposes to the Parking Garage by Grantee or the Grantee Permitted Users, without the written consent of Grantee (which consent shall be considered in good faith by Grantee). Grantor shall not be prohibited from making any other changes or alterations to the Parking Garage, including without limitation converting any of the parking spaces in the Parking Garage to any other use, as long as Grantee’s use of the Dedicated Parking Spaces is not adversely affected thereby in any manner, Grantee’s Permitted Users shall always have safe and unimpeded access to the Dedicated Parking Spaces and Grantee incurs no additional costs or expenses on account thereof.

(e) Security. Grantor shall have no obligation to provide security with regard to the Designated Parking Spaces Area or the other portions of the Project that are accessible by the Grantee Permitted Users. The Grantee, at its sole cost and expense, shall have the obligation to provide any security desired by the Grantee with regard to the Designated Parking Spaces Area. In the event Grantor reasonably determines that the Designated Parking Spaces Area or the Grantee Permitted Users are disturbing the first class operation of the Parking Garage or causing Grantor to incur liability caused by Grantee Permitted Users, Grantor may, by written notice to Grantee, require Grantee to provide security reasonably approved by Grantor as a condition to Grantee Permitted Users’ continued use of the easements granted pursuant to this Easement Agreement.

5. **REAL ESTATE TAXES.** Grantor shall pay all ad valorem real estate taxes and assessments with respect to the Grantor Parcel and improvements located thereon, including, without limitation, the Parking Garage, prior to delinquency.

6. **INSURANCE.**

Grantee is self-insured for general liability, automobile liability and workers' compensation claims. The self-insured program ("Program") is established pursuant to Chapter 128 of the City Ordinance and is administered by the City of Jacksonville's Division of Risk Management.

The Program will respond to general liability and automobile liability losses arising directly and indirectly from the negligent acts or omissions of the City employees and participating authority's employees subject to the provision and limitations imposed under section 768.28 Florida Statutes. The Program does not provide for a waiver of sovereign immunity beyond the statutory limitations on liability provided in section 768.28 Florida Statutes. Any state court judgment in excess of \$200,000 per claimant or \$300,000 per occurrence must be approved by the Florida Legislature through the legislative claim bill process.

In the event one or more of the general liability, automobile liability and workers' compensation self-insurance portions of the Program are discontinued, Grantee shall provide Grantor with reasonably equivalent insurance coverage.

7. **CONDEMNATION.**

(a) **Total Taking; Termination.** If all or a material portion of the Grantor Parcel or access thereto is taken by public authority, so that all or more than fourteen (14) of the Dedicated Parking Spaces are no longer available to Grantee for the purposes of this Easement Agreement (a "**Total Taking**"), then this Easement Agreement shall terminate. In the event any award or other sum of money is received by Grantor in connection with any such taking, all such monies shall belong exclusively to Grantor. Nothing contained herein shall be deemed to limit any separate claim Grantee may have as a result of the loss of its easement rights following such Total Taking.

(b) **Partial Taking.** In the event of any taking by a condemning authority that is not a Total Taking (any such taking being referred to herein as a "**Partial Taking**"), this Easement Agreement shall remain in full force and effect; provided, however, (i) that such portion of the Grantor Parcel so taken shall be relieved and released from the terms of this Easement Agreement; and (ii) any remaining Dedicated Parking Spaces shall be reduced by an amount such that the ratio of the Dedicated Parking Spaces to the total parking spaces within the modified Parking Garage remain equal to the ratio that existed before such Partial Taking. Notwithstanding the foregoing, Grantor shall, not have the obligation to restore the Parking Garage and, in the event Grantor elects not to restore the Parking Garage, this Easement Agreement shall terminate as of the date of the Partial Taking. In the event any

award or other sum of money is received by Grantor in connection with any such taking, all such monies shall belong exclusively to Grantor. Nothing contained herein shall be deemed to limit any separate claim Grantee may have as a result of the loss of its easement rights following such Partial Taking.

8. **OBLIGATION TO REPAIR/RESTORE.** In the event of damage to or destruction of the Parking Garage or portion thereof as a result of fire or other casualty, Grantor shall, not have the obligation to restore the Parking Garage and, in the event Grantor elects not to restore the Parking Garage, this Easement Agreement shall terminate as of the date of the fire or other casualty.

9. **COOPERATION IN THE EVENT OF CASUALTY OR CONDEMNATION.** The Grantee and Grantor shall cooperate and act in good faith to deal constructively with any casualty or condemnation.

10. **RISK OF LOSS OF PERSONAL PROPERTY.** All personal property belonging to Grantee or its employees, agents or invitees located in or on the Dedicated Parking Spaces Area or any other portion of the Parking Garage shall be there at the risk of the Grantee or its employees, agents or invitees, and Grantor shall not be liable for damage thereof or theft or misappropriation thereof.

11. **DEFAULT.**

- (a) In the event of a default by or a failure of either party to comply with or perform any of its obligations, covenants or easements under this Easement Agreement within thirty (30) days following written notice thereof, the non-defaulting party shall be entitled to exercise all remedies available at law or equity, provided that in no event shall Grantor have the right to terminate this Easement Agreement or deprive Grantee and or any Grantee Permitted Users with access to and use of the Dedicated Parking Spaces. Notwithstanding the foregoing, (a) in the event of a monetary default, any delinquent payment shall bear interest following such thirty (30) day period (subject to any reasonable extension as necessary for the Grantee to appropriate funds for such financial obligation) at the greater of (i) twelve percent (12%) per annum or (ii) a rate per annum equal to three percent (3%) in excess of the rate that The Wall Street Journal (or equivalent successor journal) publishes as the prime rate, from time to time (the greater of such rates being referred to herein as the "**Default Rate**"), (b) in the event of a non-monetary default, the non-defaulting party shall forbear exercising its rights hereunder provided that the defaulting party has commenced curative action within said thirty (30) day period and is diligently prosecuting same to completion. The failure of any party hereto to enforce any provision herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other provision.
- (b) If Grantor defaults in any of its obligations under this Easement Agreement and such default is not cured within the time period specified in Section 11(a) above, then Grantee shall have the right, but not the obligation, to take such steps as are reasonably necessary to cure such breach. In addition, in the event that an

emergency arises which threatens imminent injury to persons or material damage to property in the Parking Garage, then Grantee may use any means, including, without limitation, telephone, to notify Grantor or any Parking Manager of such emergency, and if Grantor or the Parking Manager does not commence the cure of such default within one (1) business day following receipt of such notice, then Grantee may exercise its self-help rights hereunder. In the event that Grantee exercises its self-help rights in accordance with the terms and conditions set forth above, then in effecting such cure, Grantee may, without limitation, hire repairmen, pay bills, and generally perform any other act which Grantor is required to perform hereunder. Grantor shall, within thirty (30) days after receipt of written notice and invoices therefor, reimburse Grantee rights for all actual, third-party costs reasonably incurred by Grantee in effecting such cure, plus an administrative fee equal to six percent (6%) of all amounts so paid. If Grantor does not make such reimbursement to Grantee within such thirty (30) day period, then such amount shall bear interest at the Default Rate.

12. **GENERAL PROVISIONS.**

- (a) Successors and Assigns. The easements, covenants and agreements herein are intended to run with the land and shall be binding on the parties and their successors and/or assigns. References herein to Grantor and Grantee or to the "parties" shall refer not only to Grantor and Grantee but also to their respective successors and/or assigns. Each party may confer the benefits to which such party is entitled hereunder to any of such party's agents, employees, invitees, contractors, tenants or subtenants or to any agents, employees, invitees and contractors of any such tenants or subtenants. The provisions of this subparagraph shall be subject to any specific limitations on assignment and/or transfer as are expressly set forth in this Easement Agreement.
- (b) Notices. Any notice, demand, consent, authorization, request, approval or other communication (collectively, "Notice") that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the parties giving such Notice, and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service, or by registered or certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other parties and sent simultaneously as follows (or to such other place as any party may by Notice to the other specify):

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

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

To Grantee: RD River City Brewery, LLC
2850 Tigertail Avenue, Suite 800
Miami, Florida 33133
Attn: Steve Patterson
Email: spatterson@relatedroup.com

With a copy to: Greenberg Traurig, P.A.
333 SE 2nd Avenue
Miami, Florida 33131
Attn: Kimberly S. LeCompte, Esq.
Email: lecomptek@gtlaw.com

Notices shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of such non-acceptance. The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America, by at least ten (10) days written notice to the other party.

- (c) Captions and Headings; Counterparts. The captions and headings contained in this Easement Agreement are included for convenience only and shall not be considered a part hereof and are not in any way intended to limit or enlarge the terms hereof. This Easement Agreement may be executed in counterpart originals, each of which when taken together shall be deemed an original and shall constitute one and the same instrument.
- (d) Construction. This Easement Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. All of the parties to this Easement Agreement have participated fully in the negotiation and preparation hereof, and, accordingly, this Easement Agreement shall not be more strictly construed against any one of the parties hereto. The terms "herein" and "hereof" refer to the entire Easement Agreement and not to any particular section or paragraph. The term "including" means "including, without limitation." In construing this Easement Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular and the use of any gender shall be held to include every other gender. All Exhibits attached to this Easement Agreement are incorporated herein and made a part hereof.
- (e) Severability. In the event any term or provision of this Easement Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted

as such authority determines, and the remainder of this Easement Agreement shall be construed in full force and effect.

- (f) Amendment and Termination. Subject to the other provisions hereof, this Easement Agreement may not be amended, modified or terminated except by a written document recorded in the Public Records of Duval County, Florida and executed by Grantee and Grantor.
- (g) Litigation. If any lawsuit, arbitration or other legal proceeding (including, without limitation, any appellate proceeding) arises in connection with the interpretation or enforcement of this Easement Agreement, each party shall be responsible for its own costs and expenses, including reasonable attorneys' fees, charges and disbursements incurred in connection therewith, in preparation therefor and on appeal therefrom.
- (h) Entire Easement Agreement. This Easement Agreement contains the entire agreement of the parties relating to the subject matter set forth herein, and all prior or contemporaneous contracts, negotiations and agreements shall be deemed to be merged herein.
- (i) Estoppels. Upon the request from time to time, Grantee agrees within fifteen (15) days following the request to execute and deliver to the other for the benefit of the Grantor and its lenders, purchasers or investors an estoppel certificate in such reasonable form as is requested concerning the status of this Easement Agreement, the rights and obligations of the parties hereunder, and such other matters as may be reasonably requested.
- (j) No Partnership or Agency. Neither the provisions contained herein nor the acts of the parties shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or similar relationship or arrangement, it being understood that the relationship between the parties is solely that of grantor and grantee.
- (k) Jury Trial Waiver. TO THE EXTENT PERMITTED BY LAW, THE PARTIES, AND THEIR SUCCESSORS AND ASSIGNS (INCLUDING ANYONE OPERATING BY, THROUGH, OR UNDER GRANTEE OR GRANTOR, INCLUDING ALL OF THEIR EMPLOYEES, AGENTS, TENANTS, CONTRACTORS, AND INVITEES), DO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, OR UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS EASEMENT AGREEMENT.
- (l) Indemnifications. Subject to the provisions of Section 6(d), Grantee hereby agrees to indemnify, defend and save harmless Grantor, its respective officers, directors, shareholders, partners, members, beneficiaries, representatives, agents, employees,

subsidiaries, affiliates and lenders, from and against all claims, demands, losses, causes of action, costs and expenses of any kind or nature (including all reasonable attorneys' fees and costs actually incurred), damage to or destruction of property, and death of or injury to any person, caused by, or arising out of or resulting from Grantee's default under this Easement Agreement, the negligence or willful misconduct of Grantee or any participating authority or either of their respective officials, officers, employees or volunteers in connection with the use of the easements and exercise of the other rights granted to such parties under this Easement Agreement. Subject to the provisions of Section 6(d), Grantor hereby agrees to indemnify, defend and save harmless Grantee, its respective officers, directors, shareholders, partners, members, beneficiaries, representatives, agents, employees, subsidiaries, affiliates and lenders, from and against all claims, demands, losses, causes of action, costs and expenses of any kind or nature (including all reasonable attorneys' fees and costs actually incurred), damage to or destruction of property, and death of or injury to any person, caused by, or arising out of or resulting from Grantor's default under this Easement Agreement or the negligence or willful misconduct of Grantor, any valet operators retained by Grantor or its operator or property manager or its tenants, representatives, agents, employees, or contractors, on or about the Grantor Parcel and/or the Parking Garage. This paragraph shall survive the expiration or sooner termination of this Easement Agreement. Nothing contained in this paragraph shall be construed as a waiver, expansion or alteration of the Grantee's sovereign immunity beyond the limitations stated in Section 768.28, Florida Statutes.

- (m) Limitation on Damages. Anything in this Easement Agreement to the contrary notwithstanding, under no circumstances whatsoever shall either party be liable to the other for any special, consequential, punitive, indirect, or incidental damages of any kind whatsoever.
- (n) Condominium Form of Ownership. If portions of the Grantor Parcel at any time are conveyed to or owned by multiple parties, each such party shall be deemed to be the owner and successor in title as applicable, as the case may be, and shall be entitled to the rights and benefits and bound by the obligations herein established for the portion owned by such successor; provided, however, that in the event any portion of the Grantor Parcel is submitted to a condominium or other collective form of ownership structure (each a "submitted portion"), for purposes of this Easement Agreement, the owner and successor in title for such submitted portion shall be deemed to be the condominium association, property owners' association or other entity governing such condominium or collective ownership structure (herein, the "**governing entity**") in lieu of the individual unit, parcel or lot owners or their mortgagees. In such event, the governing entity shall (i) be the notice party for the submitted portion, (ii) be responsible for the obligations of the parties and/or owners under this Easement Agreement with respect to the submitted portion, and (iii) enforce this Easement Agreement on behalf of the owners and permitted users of the submitted portion, as and if applicable; however, the individual unit, parcel or lot owners (and their tenants, employees, agents, representatives, customers,

guests and invitees) shall remain permitted users for all purposes hereof, as and to the extent they were previously permitted users.

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

[Signature on following page]

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

GRANTOR:

WITNESSES

RD RIVER CITY BREWERY, LLC, a Florida limited liability company

Print Name: _____
Address: _____

By: _____
Print Name: _____
Title: _____

Print name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____, as _____ of **RD RIVER CITY BREWERY, LLC**, a Florida limited liability company, on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public, State of _____
Printed Name: _____
Commission No.: _____
My commission expires: _____

[NOTARIAL SEAL]

GRANTEE:

CITY OF JACKSONVILLE, a body
politic and corporate of the State of Florida

WITNESSES:

(Sign) _____
(Print) _____
Address: _____

(Sign) _____
(Print) _____
Address: _____

By: _____
Donna Deegan
Mayor

ATTEST:

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

STATE OF FLORIDA
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, Mayor, and
James R. McCain, Jr., as Corporation Secretary, of the City of Jacksonville, Florida, a body politic
and corporate of the State of Florida, on behalf of the City, who ☐ is personally known to me or [
] has produced _____ as identification.

(SEAL)

Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____

_____ ("**Mortgagee**"), being the holder of that certain [Mortgage] dated _____, 20____, executed by _____, in favor of Mortgagee and recorded in Official Records Book _____, Page _____, in Public Records of Duval County, Florida, together with all modifications thereto (the "**Mortgage**"), hereby consent to the filing of, and agrees that the Mortgage shall be subordinate to, the foregoing Easement Agreement.

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me **by means of ☐ physical presence or ☐ online notarization**, this ____ day of _____, 20____ by _____, as _____ of _____, a _____. He/She is personally known to me or has produced State of _____ driver's license as identification ☐.

My Commission Expires:

EXHIBIT A
GRANTOR PARCEL

[Legal Description to be inserted after confirmation by survey, less and except park parcel]

EXHIBIT B
DEDICATED PARKING SPACES AREA

[To be inserted once prepared and prior to execution]

EXHIBIT C
SPECIFIC MAINTENANCE OBLIGATIONS

- a. Operate and direct the operation of the Parking Garage as a first-class parking facility, and render the usual and customary services incidental thereto, in a professional, businesslike and efficient manner at all times;
- b. Ensure that the Parking Garage is open for use, and accessible by access card or parking pass twenty-four (24) hours per day and seven (7) days per week, subject only to closures and/or reductions in access that are due to force majeure events of the type described in this Easement Agreement;
- c. Remove all paper, debris, filth and refuse from the Parking Garage as reasonably required to keep the Parking Garage clean;
- d. Have all drive aisles and parking area resealed and restriped periodically;
- e. Maintain such appropriate entrance, exit, directional, payment and occupancy signs and markers in the Parking Garage in a way that they are clear and easy to read and understand and as otherwise reasonably required to provide clear directions regarding the proper use of the Parking Garage by parkers;
- f. Repaint striping, markers and directional signs in the Parking Garage as reasonably required to provide clear directions regarding the proper use of the Parking Garage by parkers; and
- g. Comply with all federal, state, county, and municipal laws, ordinances, regulations, and orders and with the rules, regulations or orders of the local board of fire underwriters or other similar body pertaining to the Parking Garage and the operation thereof.
- h. Obtain and maintain all licenses and permits required by an operator of parking facilities by any governmental body or agency having jurisdiction over Parking Garage and abide by the terms of such licenses and permits.
- i. All vehicles shall be subject to the vehicle height restriction of the Parking Garage.

EXHIBIT T

Reserved

EXHIBIT U

Reserved

EXHIBIT V
Loading Area Easement

Prepared by:

John C. Sawyer, Jr.
Assistant General Counsel
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

NON-EXCLUSIVE PEDESTRIAN AND VEHICULAR
ACCESS EASEMENT AGREEMENT
(Loading Area Easement)

This NON-EXCLUSIVE PEDESTRIAN AND VEHICULAR ACCESS EASEMENT AGREEMENT (“Easement Agreement”) is made as of the _____ day of _____, 2024, by and between **CITY OF JACKSONVILLE**, a body politic and municipal corporation existing under the laws of the State of Florida (“**Grantor**”), whose mailing address is c/o Downtown Investment Authority, 117 W. Duval Street, Suite 310, Jacksonville, Florida 32202, hereinafter called the Grantor and **RD RIVER CITY BREWERY, LLC**, a Florida limited liability company, (“**Grantee**”) whose address is 2850 Tigertail Avenue, Suite 800, Miami, Florida 33133.

RECITALS:

A. Grantor owns certain property described on **Exhibit A** attached hereto and made a part hereof (the “Easement Area”).

B. Grantee has constructed that certain structured parking facility containing no less than five hundred fifty (550) spaces (the “Parking Garage”) located on the property set forth on **Exhibit B** (the “Benefited Parcel”), which lies adjacent to the Easement Area.

C. Grantee has requested, and Grantor has agreed to provide, a non-exclusive vehicular and pedestrian access easement to benefit only the Benefited Parcel, according to the terms and conditions more particularly set forth herein.

NOW, THEREFORE, in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easement Rights.** Grantor hereby bargains, sells, grants and conveys unto Grantee, its successors and assigns, a perpetual non-exclusive easement over and across the Easement Area for the purpose of pedestrian and vehicular ingress, egress

and passage, but in no event parking, for the sole and limited purposes of loading and unloading of passengers and property, accessing the Parking Garage, and commercial vehicle turn-around; provided that, the easement rights granted herein shall not include any right to park vehicles (other than temporarily in connection with the use of the Easement Area for loading and unloading of vehicles) or otherwise obstruct the driveways, entries and exits located on the Easement Area. The easement rights granted herein are only for the benefit of and appurtenant to the Benefited Parcel.

2. **Reserved Rights.** Notwithstanding anything in this Agreement to the contrary or the foregoing grant of easement rights, Grantor, for itself and its successors and assigns, hereby reserves and retains the right to (a) use, and to grant to others the right to use the Easement Area for any lawful purpose or use not inconsistent with the grants made herein, (b) grant additional easements and licenses to others over, across, and under the Easement Area, (c) alter, modify or replace all or part of the sidewalks, driveways and other improvements located within the Easement Area in such a manner which does not materially diminish or prevent the access and use provided as of the date of this Easement Agreement, and (d) construct and install additional or substitute improvements within the Easement Area at any location and in any configuration that Grantor determines. Grantee acknowledges and agrees that the Easement Area is a public area and Grantee's rights granted herein are co-equal to the rights of the public to use the Easement Area as a public thoroughway. Without limiting the foregoing, (i) Grantor reserves the right to gate or otherwise block Grantee's access to the Easement Area during times of high activity when recommended by the Jacksonville Sheriff's Office, and (ii) Grantor and the JEA may exclusively use the Easement Area to place piping, pumps and other equipment used in connection with the maintenance or repair of any utilities, during such times as the JEA or Grantor deems necessary for undertaking any such utilities maintenance or repair.

3. **Restrictions on Use of Easement Area.** Grantee agrees that in utilizing the Easement Area, Grantee will not unreasonably interfere with any existing or future use of the Easement Area by the Grantor, its successors and assigns. Any property of Grantor disturbed by the Grantee in the exercise of the rights granted herein will be restored as soon as reasonably practical following such activity to its previously existing condition by the Grantee, at its sole cost and expense. Grantee shall not place or allow the placement of any items or structures on the Easement Area at any time without prior written permission from the Grantor, which permission may be denied in the Grantor's sole discretion.

5. **Indemnification.** Grantee shall indemnify, defend and hold harmless Grantor, its officers, agents, servants, employees, successors and assigns (the "**Indemnified Parties**") against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the rights granted herein, except to the extent such claim, action, loss, damage, injury, liability, cost or expense shall have been caused by the gross negligence or intentional act of the Indemnified Parties. This paragraph shall survive the expiration or termination of this Easement Agreement.

6. **Notices.** Any notice required or permitted to be given pursuant to the terms of this Easement Agreement shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by an air courier service utilizing return receipts, only to the parties at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent) and such notices shall be deemed given and received for all purposes under this instrument and shall be effective only upon receipt or when delivery is attempted and refused.

Grantor:

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

Grantee:

RD River City Brewery, LLC
2850 Tigertail Avenue, Suite 800
Miami, Florida 33133
Attention: Steve Patterson
Email: spatterson@relatedgroup.com

With a copy to:

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

With a copy to:

Greenberg Traurig, P.A.
333 SE 2nd Avenue
Miami, Florida 33131
Attention: Kimberly S. LeCompte, Esq.
Email: lecomptek@gtlaw.com

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

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

8. **Miscellaneous.** This Easement Agreement shall be construed under the laws of the State of Florida. Venue for any action for the interpretation or enforcement of this Easement Agreement shall lie only in Duval County, Florida. This Easement Agreement may only be modified or supplemented in writing signed by the parties, or their heirs, successors and assigns, and any modification shall take effect only upon recordation of the signed instrument in the Public Records of Duval County, Florida

9. **Beneficiaries.** The terms of this Easement Agreement shall be binding and enforceable by Grantor, Grantee, and their respective successors and assigns who own the

Riverwalk Parcel or the Benefited Property, respectively; it being understood that the rights and obligations herein shall run with the land.

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

[the remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

GRANTOR:

WITNESSES:

CITY OF JACKSONVILLE, a
body politic and corporate of the
State of Florida

(Sign) _____
(Print) _____
Address: _____

By: _____
Donna Deegan
Mayor

(Sign) _____
(Print) _____
Address: _____

ATTEST:

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

STATE OF FLORIDA
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, Mayor, and James R. McCain, Jr., as Corporation Secretary, of the City of Jacksonville, Florida, a body politic and corporate of the State of Florida, on behalf of the City, who ☐ is personally known to me or ☐ has produced _____ as identification.

(SEAL)

Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____

GRANTEE:

WITNESSES

RD RIVER CITY BREWERY, LLC, a
Florida limited liability company

Print Name: _____
Address: _____

By: _____
Print Name: _____
Title: _____

Print name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____, as _____ of **RD RIVER CITY BREWERY, LLC**, a Florida limited liability company, on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public, State of _____
Printed Name: _____
Commission No.: _____
My commission expires: _____

[NOTARIAL SEAL]

EXHIBIT A

Easement Area

[To be inserted after confirmation by survey]

EXHIBIT B

Benefited Parcel

[To be inserted after confirmation by survey]

EXHIBIT W

Riverwalk Access Easement

Prepared by:

John C. Sawyer, Jr.
Assistant General Counsel
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

NON-EXCLUSIVE PEDESTRIAN ACCESS EASEMENT AGREEMENT

(Riverwalk)

This NON-EXCLUSIVE PEDESTRIAN ACCESS EASEMENT AGREEMENT (“Easement Agreement”) is made as of the _____ day of _____, 2024, by and between **CITY OF JACKSONVILLE**, a body politic and municipal corporation existing under the laws of the State of Florida (“**Grantor**”), whose mailing address is c/o Downtown Investment Authority, 117 W. Duval Street, Suite 310, Jacksonville, Florida 32202, hereinafter called the Grantor and **RD RIVER CITY BREWERY, LLC**, a Florida limited liability company, (“**Grantee**”) whose address is 2850 Tigertail Avenue, Suite 800, Miami, Florida 33133.

RECITALS:

A. Grantor owns certain property known as the Southbank Riverwalk and a portion of such property is described on **Exhibit A** attached hereto and made a part hereof (the “Riverwalk Parcel”).

B. Grantor sold and conveyed to Grantee the land described in **Exhibit B** attached hereto and made a part hereof (the “Benefited Parcel”), which lies adjacent to the Riverwalk Parcel.

C. Grantor and Grantee have entered into that certain Redevelopment Agreement dated _____, 2024 (the “Redevelopment Agreement”), pursuant to which Grantee will construct certain improvements on the Benefited Parcel.

D. As referenced in the Redevelopment Agreement, the City has constructed certain Bulkhead Improvements (as defined in the Redevelopment Agreement) adjacent to the Riverwalk Parcel.

D. Grantee has requested, and Grantor has agreed to provide, a non-exclusive easement for pedestrian ingress, egress and passage over and across the Riverwalk Parcel,

to benefit only the Benefited Parcel, according to the terms and conditions more particularly set forth herein.

NOW, THEREFORE, in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

2. **Grant of Easement Rights.** Grantor hereby bargains, sells, grants and conveys unto Grantee, its successors and assigns, a perpetual non-exclusive easement over and across the Riverwalk Parcel for the purpose of pedestrian ingress, egress and passage only. The easement rights granted herein are only for the benefit of and appurtenant to the Benefited Parcel.

3. **Reserved Rights.** Notwithstanding anything in this Agreement to the contrary or the foregoing grant of easement rights, Grantor, for itself and its successors and assigns, hereby reserves and retains the right to (a) use, and to grant to others the right to use the Riverwalk Parcel for any lawful purpose or use not inconsistent with the grants made herein, (b) grant additional easements and licenses to others over, across, and under the Riverwalk Parcel, (c) alter, modify or replace all or part of the sidewalks and other improvements located within the Riverwalk Parcel in such a manner which does not materially diminish or prevent the access and use provided by the sidewalks as of the date of this Easement Agreement, and (d) construct and install additional or substitute improvements within the Riverwalk Parcel at any location and in any configuration that Grantor determines. Grantee acknowledges and agrees that the Riverwalk Parcel is a public walkway and Grantee's rights granted herein are co-equal to the rights of the public to use the Riverwalk Parcel as a public walkway. Without limiting the foregoing, (i) Grantor reserves the right to gate or otherwise block Grantee's access to the Riverwalk Parcel during times of high pedestrian activity when recommended by the Jacksonville Sheriff's Office, and (ii) Grantor and the JEA may exclusively use the Riverwalk Parcel to place piping, pumps and other equipment used in connection with the maintenance or repair of any utilities, during such times as the JEA or Grantor deems necessary for undertaking any such utilities maintenance or repair.

4. **Restrictions on Use of Riverwalk Parcel.** Grantee agrees that in utilizing the Riverwalk Parcel, Grantee will not unreasonably interfere with any existing or future use of the Riverwalk Parcel by the Grantor, its successors and assigns. Any property of Grantor disturbed by the Grantee in the exercise of the rights granted herein will be restored as soon as reasonably practical following such activity to its previously existing condition by the Grantee, at its sole cost and expense. Grantee shall not place or allow the placement of any items or structures on the Riverwalk Parcel (including without limitation portable toilets) at any time without prior written permission from the Grantor, which permission may be denied in the Grantor's sole discretion. Grantee shall only use the Riverwalk Parcel

for pedestrian ingress and egress, and Grantor shall not at anytime interfere with the rights of the public to use the Riverwalk Parcel as a public walkway.

5. **Restrictions on Riverwalk Parcel Improvements.** For so long as there are a minimum of three hundred ninety (390) Class A multi-family residential units on the Benefited Parcel, Grantor agrees not to construct, erect or build any structures or other improvements greater than six (6) feet in height on the Riverwalk Parcel, provided that the foregoing restriction shall not apply to any landscaping, cultural pieces, lighting fixtures, shade devices or signage.

6. **Maintenance; Self-Help.** Grantor shall maintain the Riverwalk Parcel and the Bulkhead Improvements in first class condition and repair. If Grantor shall default in the performance of its maintenance obligations hereunder, and shall not commence to cure such default within thirty (30) days after notice in writing delivered by Grantee specifying the default and proceed with reasonable due diligence to cure such default, then Grantee may at any time thereafter cure such default, and Grantor shall reimburse Grantee for any reasonable amount actually paid by Grantee to cure such default, subject to a lawful appropriation of funds therefor by City Council. The self-help remedy described above in this paragraph and the right of set off as set forth in the Sections 9.2 and 9.4 of the Redevelopment Agreement shall be Grantee's sole and exclusive remedy for any default by Grantor for failure to maintain the Riverwalk Parcel or Bulkhead Improvements as required under this Easement Agreement. No default by Grantor shall limit or affect the rights of the public to access and use the Riverwalk Parcel as described herein.

7. **Indemnification.** Grantee shall indemnify, defend and hold harmless Grantor, its officers, agents, servants, employees, successors and assigns (the "**Indemnified Parties**") against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the rights granted herein, except to the extent such claim, action, loss, damage, injury, liability, cost or expense shall have been caused by the gross negligence of the Indemnified Parties. This paragraph shall survive the expiration or earlier termination of this Easement Agreement.

8. **Notices.** Any notice required or permitted to be given pursuant to the terms of this Easement Agreement shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by an air courier service utilizing return receipts, only to the parties at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent) and such notices shall be deemed given and received for all purposes under this instrument and shall be effective only upon receipt or when delivery is attempted and refused.

Grantor:

City of Jacksonville
C/O Downtown Investment Authority

Grantee:

RD River City Brewery, LLC
2850 Tigertail Avenue, Suite 800

117 W. Duval Street, Suite 310
Jacksonville, Florida 32202
Attention: Lori Boyer
Email: boyerl@coj.net

Miami, Florida 33133
Attention: Steve Patterson
Email: spatterson@relatedgroup.com

With a copy to:

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

With a copy to:

Greenberg Traurig, P.A.
333 SE 2nd Avenue
Miami, Florida 33131
Attention: Kimberly S. LeCompte, Esq.
Email: lecomptek@gtlaw.com

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

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

10. **Miscellaneous.** This Easement Agreement shall be construed under the laws of the State of Florida. Venue for any action for the interpretation or enforcement of this Easement Agreement shall lie only in Duval County, Florida. This Easement Agreement may only be modified or supplemented in writing signed by the parties, or their heirs, successors and assigns, and any modification shall take effect only upon recordation of the signed instrument in the Public Records of Duval County, Florida

11. **Beneficiaries.** The terms of this Easement Agreement shall be binding and enforceable by Grantor, Grantee, and their respective successors and assigns who own the Riverwalk Parcel or the Benefited Property, respectively; it being understood that the rights and obligations herein shall run with the land.

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

[the remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

GRANTOR:

WITNESSES:

CITY OF JACKSONVILLE, a
body politic and corporate of the
State of Florida

(Sign) _____
(Print) _____
Address: _____

By: _____
Donna Deegan
Mayor

(Sign) _____
(Print) _____
Address: _____

ATTEST:

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

STATE OF FLORIDA
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, Mayor, and James R. McCain, Jr., as Corporation Secretary, of the City of Jacksonville, Florida, a body politic and corporate of the State of Florida, on behalf of the City, who ☐ is personally known to me or ☐ has produced _____ as identification.

(SEAL)

Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____

GRANTEE:

WITNESSES

RD RIVER CITY BREWERY, LLC, a
Florida limited liability company

Print Name: _____
Address: _____

By: _____
Print Name: _____
Title: _____

Print name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical
presence or ☐ online notarization, this ____ day of _____, 2024, by
_____, as _____ of **RD RIVER CITY BREWERY, LLC**, a Florida
limited liability company, on behalf of the company, who ☐ is personally known to me or
☐ has produced _____ as identification.

Notary Public, State of _____
Printed Name: _____
Commission No.: _____
My commission expires: _____

[NOTARIAL SEAL]

EXHIBIT A

Riverwalk Parcel

[To be inserted after confirmation by survey]

EXHIBIT B

Benefited Parcel

[To be inserted after confirmation by survey]

EXHIBIT X

Amendment to Repurchase Right

Prepared by and when
recorded return to:
John C. Sawyer, Jr.
Assistant General Counsel
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

FIRST AMENDMENT TO REPURCHASE RIGHT

This FIRST AMENDMENT TO REPURCHASE RIGHT (this "Amendment") is made and entered into effective as of the __ day of _____, 2024 (the "Amendment Effective Date"), by and between THE CITY OF JACKSONVILLE a municipal corporation and a political subdivision of the State of Florida (the "Grantor"), and RD RIVER CITY BREWERY, LLC, a Florida limited liability company ("Grantee").

PRELIMINARY STATEMENTS

- A. Grantor and Grantee were parties to that certain Redevelopment Agreement dated June 29, 2021 (as amended, the "Agreement").
- B. Pursuant to the Agreement, Grantor conveyed certain real property to Grantee by Quitclaim Deed with Repurchase Right dated August 2, 2021 and recorded in Official Records Book 19870, page 1410 of the public records of Duval County, Florida (the "Deed").
- C. Grantor and Grantee have agreed to terminate the Agreement and execute a new Redevelopment Agreement applicable to the Property conveyed by the Deed (the "2024 Redevelopment Agreement").
- D. In accordance with the 2024 Redevelopment Agreement, Grantor and Grantee desire to amend the repurchase right contained in the Deed.

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

1. Capitalized terms not defined herein shall have the meaning ascribed to them in the 2024 Agreement.
2. The paragraph entitled “Repurchase Right” contained in the Deed is null and void and is amended and restated as follows:

REPURCHASE RIGHT

Grantor and Grantee are parties to that certain Redevelopment Agreement dated _____, 2024, (the “2024 Agreement”), which requires Grantee to construct on the Property Residential Improvements, Restaurant Improvements, and Parking Garage Improvements, all as defined in the 2024 Agreement (“Project”). The 2024 Agreement requires Grantee to Commence Construction of the of the Horizontal Improvements no later than the later of (i) one hundred twenty (120) days after developer obtains the Permit Approvals it being the understanding that Permit Approvals shall not be deemed to be obtained until they are final and non-appealable, and (ii) December 15, 2025, as such dates may be extended pursuant to the 2024 Agreement. The terms “Commence Construction” and “Commencement of Construction” and “Horizontal Improvements” shall have the meaning ascribed them in the 2024 Agreement. Fee simple title to the Property shall, upon Grantor’s execution and recording in the Duval County Public Records of the escrowed Special Warranty Deed in the form attached hereto as **Exhibit B** (“Repurchase Deed”), revert to Grantor in the event of Grantee’s failure to develop the Property within the above time period required by the Agreement. At the time of such repurchase by Grantor, the title to the Property shall be free and clear of all liens, encumbrances and other title matters, except for those in existence immediately prior to the conveyance of the Property to Grantee. Upon such failure by Grantee to timely develop the Property, Grantor, upon payment of the Repurchase Price a set forth in the Agreement, shall be entitled to execute and record the Repurchase Deed in the Duval County Public Records, and such Repurchase Deed shall evidence the conveyance to Grantor of fee simple title to the Property without the requirement of any additional notice or act by Grantor or Grantee. In the event Grantee Commences Construction consistent with the terms and conditions of the Agreement, then Grantor shall execute a recordable release of this repurchase right. In the event the Grantor does not fund the Completion Grant into escrow pursuant to Section 7.2 of the 2024 Agreement by December 1, 2025, this repurchase right shall automatically terminate and be of no further force and effect and upon the written request of Grantee Grantor shall execute a recordable release of this repurchase right.

3. The parties hereby ratify and affirm the repurchase right, as amended hereby. In the event of any conflict between the terms of this Amendment and the terms of the Deed, the terms of this Amendment shall prevail.
4. Grantor and Grantee each represent and warrant to the other that it has full right, power and authority to enter into, execute and deliver this Amendment and to be bound hereby and hereto. This Amendment may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

[the remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Amendment effective as of the date first above written.

GRANTOR:

WITNESSES:

CITY OF JACKSONVILLE, a body politic and corporate of the State of Florida

(Sign) _____

(Print) _____

Address: _____

By: _____

Donna Deegan

Mayor

(Sign) _____

(Print) _____

Address: _____

ATTEST:

Form Approved:

By: _____

James R. McCain, Jr.

Corporation Secretary

Office of General Counsel

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by Donna Deegan, Mayor, and James R. McCain, Jr., as Corporation Secretary, of the City of Jacksonville, Florida, a body politic and corporate of the State of Florida, on behalf of the City, who ☐ is personally known to me or ☐ has produced _____ as identification.

(SEAL)

Name: _____

NOTARY PUBLIC, State of Florida

Serial Number (if any) _____

My Commission Expires: _____

GRANTEE:

WITNESSES

RD RIVER CITY BREWERY, LLC, a Florida
limited liability company

Print Name: _____
Address: _____

By: _____
Print Name: _____
Title: _____

Print name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 2024, by _____, as
_____ of **RD RIVER CITY BREWERY, LLC**, a Florida limited liability company, on
behalf of the company, who ☐ is personally known to me or ☐ has produced
_____ as identification.

Notary Public, State of _____
Printed Name: _____
Commission No.: _____
My commission expires: _____

[NOTARIAL SEAL]

EXHIBIT Y

Amendment to Right of 1st Refusal

Prepared by and when
recorded return to:
John C. Sawyer, Jr.
Assistant General Counsel
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

FIRST AMENDMENT TO RIGHT OF FIRST REFUSAL AGREEMENT

This FIRST AMENDMENT TO RIGHT OF FIRST REFUSAL AGREEMENT (this "Amendment") is made and entered into effective as of the __ day of _____, 2024 (the "Amendment Effective Date"), by and between THE CITY OF JACKSONVILLE a municipal corporation and a political subdivision of the State of Florida (the "City"), and RELATED DEVELOPMENT, LLC, a Florida limited liability company ("Grantee").

PRELIMINARY STATEMENTS

- A. City and Grantee were parties to that certain Redevelopment Agreement dated June 29, 2021 (as amended, the "Agreement").
- B. Pursuant to the Agreement, City granted to Grantee that certain Right of First Refusal dated August 2, 2021 and recorded in Official Records Book 19870, page 1495 of the public records of Duval County, Florida (the "Right of First Refusal").
- C. City and Grantee have terminated the Agreement and have executed a new Redevelopment Agreement applicable to the Property conveyed by the Deed (the "2024 Redevelopment Agreement").
- D. In accordance with the 2024 Redevelopment Agreement, City and Grantee desire to amend the Right of First Refusal to extend the termination date.

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

- 1. Capitalized terms not defined herein shall have the meaning ascribed to them in the Right of First Refusal.

2. Section 2 of the Right of First Refusal is amended and restated as follows:

“Period of Right of First Refusal. The ROFR shall commence as of the Effective Date and shall terminate on the earlier to occur of:

- (i) a Sale of the Property in compliance with the terms of this Agreement;
 - (ii) the tenth (10th) anniversary of the 2024 Redevelopment Agreement Effective Date; or
 - (iii) the termination of the 2024 Redevelopment Agreement due to a default thereunder by Grantee.”
3. The parties hereby ratify and affirm the Right of First Refusal, as amended hereby. In the event of any conflict between the terms of this Amendment and the terms of the Right of First Refusal, the terms of this Amendment shall prevail.
4. City and Grantee each represent and warrant to the other that it has full right, power and authority to enter into, execute and deliver this Amendment and to be bound hereby and hereto. This Amendment may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

[the remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Amendment effective as of the date first above written.

GRANTOR:

WITNESSES:

CITY OF JACKSONVILLE, a body
politic and corporate of the State of Florida

(Sign) _____
(Print) _____
Address: _____

By: _____
Donna Deegan
Mayor

(Sign) _____
(Print) _____
Address: _____

ATTEST:

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

STATE OF FLORIDA
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, Mayor, and James R. McCain, Jr., as Corporation Secretary, of the City of Jacksonville, Florida, a body politic and corporate of the State of Florida, on behalf of the City, who ☐ is personally known to me or ☐ has produced _____ as identification.

(SEAL)

Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____

GRANTEE:

WITNESSES

RELATED DEVELOPMENT, LLC, a Florida
limited liability company

Print Name: _____
Address: _____

By: _____
Print Name: _____
Title: _____

Print name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this ____ day of _____, 2024, by _____, as
_____ of **RELATED DEVELOPMENT, LLC**, a Florida limited liability company, on
behalf of the company, who ☐ is personally known to me or ☐ has produced
_____ as identification.

Notary Public, State of _____
Printed Name: _____
Commission No.: _____
My commission expires: _____

[NOTARIAL SEAL]

EXHIBIT Z

Termination of Prior Agreements

Prepared by and return to:

Richard W. Hawthorne, Esq.
Driver, McAfee, Hawthorne & Diebenow, PLLC
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

TERMINATION OF EASEMENTS

This Termination of Easements (this “**Termination**”) is made as of the ____ day of _____, 2024 by **CITY OF JACKSONVILLE**, a body politic and municipal corporation existing under the laws of the State of Florida (“**Grantor**”), and **RD RIVER CITY BREWERY, LLC**, a Florida limited liability company (“**Grantee**”). Grantor and Grantee are referred to as the “**Parties**.”

RECITALS:

A. Grantor and Grantee entered into the following agreements (each, an “**Easement**”) collectively, the “**Easements**”):

- a. that certain Temporary Demolition Easement dated August 2, 2021 that is recorded in Official Records Book 19870 Page 1456 of the public records of Duval County, Florida;
- b. that certain Temporary Construction Easement dated August 2, 2021 that is recorded in Official Records Book 19870 Page 1469 of the public records of Duval County, Florida; and
- c. that certain Temporary Construction Easement dated August 2, 2021 that is recorded in Official Records Book 19870 Page 1482 of the public records of Duval County, Florida.

B. The Parties desire to terminate and abandon the Easements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and, together with all exhibits attached to this Termination, are incorporated herein by this reference.

2. Termination of Easement. The Parties hereby terminate the Easements and abandon and release all right, title, and interest in and to the Easements.

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

IN WITNESS WHEREOF, this Termination of Easements has been executed by the Parties as of the Effective Date.

GRANTOR:

WITNESSES:

CITY OF JACKSONVILLE, a body politic
and corporate of the State of Florida

(Sign) _____
(Print) _____
Address: _____

By: _____
Donna Deegan
Mayor

(Sign) _____
(Print) _____
Address: _____

ATTEST:

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

STATE OF FLORIDA
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, Mayor, and James R. McCain, Jr., as Corporation Secretary, of the City of Jacksonville, Florida, a body politic and corporate of the State of Florida, on behalf of the City, who ☐ is personally known to me or ☐ has produced _____ as identification.

(SEAL)

Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____

GRANTEE:

WITNESSES

RD RIVER CITY BREWERY, LLC, a Florida limited liability company

Print Name: _____
Address: _____

By: _____
Print Name: _____
Title: _____

Print name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____, as _____ of **RD RIVER CITY BREWERY, LLC**, a Florida limited liability company, on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public, State of _____
Printed Name: _____
Commission No.: _____
My commission expires: _____

[NOTARIAL SEAL]

EXHIBIT AA

JSEB Reporting Form

Business:

Goal: \$

Contact: _____

Date: _____

Date Contract Awarded	Contractor Name	Ethnicity (1)	Scope of Work (2)	Contract Amount	Amount Paid to Date	% of Work Completed to Date
		(1) AA – African American	(2) Examples: Masonry			
		HANA – Hispanic, Asian, Native American	Painting			
		WBE – Women	Site Clearing			
		C - Caucasian	Electrical			

EXHIBIT BB

Annual Survey

Please complete the form below as it relates to the project for which you may be entitled to receive DIA or State assistance. Should you have any questions, please call John Crescimbeni, Contract and Regulatory Compliance Manager, at (904) 255-5306.

Company Name: _____

Mailing Address: _____

Primary Contact Name: _____

Primary Contact Title: _____

Phone: _____ Email: _____

Signature: _____ Date of Report: _____

Print Name: _____ Title: _____

As of December 31, 20XX:

I. CAPITAL INVESTMENT INFORMATION

Project Land Costs	[3] \$
Project Structure Costs	[4] \$
Project Equipment Costs	[5] \$
Other Costs	[6] \$
Total Project Costs (sum [3] through [6])	\$

II. ASSESSED PROPERTY VALUE

Assessed Value of Property on 2020 Duval County Property Tax Bill:	
Real Property	[7] \$
Personal Property	[8] \$
Total Assessed Value (sum [7] & [8])	\$
Amount of Taxes Paid: \$	Date Taxes Paid:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

EXHIBIT CC

Non-Foreign Entity Affidavit

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared _____, who being first duly sworn, on oath deposes and says under penalty of perjury that he/she is the _____ of _____, a Delaware limited liability company ("Company"), who is or may be a recipient of certain economic incentives from CITY OF JACKSONVILLE, a political subdivision and municipal corporation of the State of Florida, including a REV Grant and a Northwest Economic Development Trust Fund Small Business Development Initiative Loan, and hereby attests, affirms and certifies that (i) I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit, (ii) Company is not owned or controlled by the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a "Foreign Country of Concern"), including any agency of or any other entity of significant control of such Foreign Country of Concern; where "controlled by" means having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise, and a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; and (iii) Company is not an entity that is a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity. The undersigned does hereby execute this affidavit for the purpose of complying with the provisions of Section 288.0071, Florida Statutes, Economic Incentives to Foreign Countries of Concern Prohibited.

DATED as of _____, 2024.

Print Name: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____ as _____ of _____, a _____ corporation, on behalf of said corporation. Said individual ☐ is personally known to me or ☐ has produced _____ as identification.

Name: _____

NOTARY PUBLIC, State of Florida

(SEAL)

Serial Number (if any) _____

My Commission Expires: _____

EXHIBIT DD

Human Trafficking Affidavit

AFFIDAVIT OF COMPLIANCE WITH FLORIDA STATUTE
SECTION 787.06, HUMAN TRAFFICKING

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.

2. I currently serve as _____ of _____, a _____ (the "Company").

3. The Company does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties. Therefore, under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth naught.

Executed to be effective as of _____, 202_.

Print Name: _____

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was SWORN TO AND SUBSCRIBED before me by means of [] physical presence or [] online notarization, this ____ day of _____, 202_, by _____ as _____ of _____, a _____ corporation, on behalf of said corporation. Said individual [] is personally known to me or [] has produced _____ as identification.

Name: _____

NOTARY PUBLIC, State of Florida

Serial Number (if any) _____

My Commission Expires: _____

(SEAL)