

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
ECONOMIC DEVELOPMENT TRANSPORTATION
FUND AGREEMENT
(ON-SYSTEM)

This Economic Development Transportation Project Fund Agreement (On-System) (“Agreement”) is entered into this _____ day of _____, between the State of Florida, Department of Transportation (“FDOT”) and the City of Jacksonville (“Agency”). FDOT and the Agency are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

RECITALS

A. The Agency has submitted an application for a grant from FDOT’s Economic Development Transportation Fund (“EDTF”) on behalf of Amazon.com.dedc, LLC (also known as AMAZON) (“Business Entity”) in support of the development of a project in the City of Jacksonville, Duval County, Florida known as “PROJECT REX” as more particularly described in Composite Exhibit “C-1” (Application), as attached to this Agreement and described below.

B. FDOT has determined that the transportation project described in **Exhibit “A” (Scope of Services)** attached and incorporated in this Agreement (“Project”), is necessary to facilitate the economic development and growth of the State and FDOT is authorized by Section 339.2821, Florida Statutes, to approve an expenditure to the Agency for the direct costs of the Project.

C. The Agency by Ordinance No. _____ dated the _____ day of _____, 2016, a copy of which is attached as **Exhibit “D”** (Ordinance) and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

D. The Project is for the construction of transportation facility improvements associated with a new or expanding business and 1,500 full-time permanent jobs will result from the Project.

E. The Agency originally requested Three-Million and No/100 Dollars (\$3,000,000.00) in EDTF funding for the Project that they are prepared to complete at an estimated total cost of Four-Million Eight-Hundred Thousand and No/100 Dollars (\$4,800,000.00). FDOT approved the Agency’s request and a notice of grant award was provided on May 18, 2016. On July 28, 2016, the Agency reduced its original

request to Two-Million Eight-Hundred Thousand and No/100 Dollars (\$2,800,000.00). The Agency's EDTF application, FDOT's notice of grant award and the Agency's grant reduction request are attached as composite **Exhibits "C-1" (EDTF Application), "C-2" (Grant Award), and "C-3" (Grant Reduction), respectively.**

F. FDOT is prepared to provide **Two-Million Eight-Hundred Thousand and No/100 Dollars (\$2,800,000.00)** toward the total cost of construction of the Project as more fully described in Section 6.0.

G. For purposes of this Agreement the FDOT and Agency agree to allow the Agency to appoint, hire, or otherwise designate another entity for specifically identified purposes as indicated in this Agreement ("Designee"). It is the solely the responsibility of the Agency to ensure compliance with the terms and conditions of this Agreement. Only if designated, as to specified terms or conditions required by this Agreement, shall the Designee be allowed to perform the same. FDOT acknowledges that Agency has entered into a contract with Relp Duval, LLC as its Designee, who will procure the contractors as necessary to perform the construction of the Project as contemplated by this Agreement. Nothing in this Agreement, including, without limitation, the appointment, hiring, or designation of a Designee shall relieve the Agency of its duties and obligations pursuant to this Agreement.

AGREEMENT

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1.0 RECITALS: The recitals above are true and correct and are made a part of this Agreement.

2.0 TERM: The term of this Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through **June 30, 2019**, unless terminated at an earlier date as provided in this Agreement. If the Project is not completed within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by FDOT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. Only Project costs incurred on or after the Commencement Date of this Agreement (as defined in paragraph 3.0 below) and on or prior to the

termination date of the Agreement are eligible.

3.0 COMMENCEMENT: Unless terminated earlier, work on the Project shall commence no later than: the day of _____, 20__ or within 90 days of the issuance of the Notice to Proceed for construction, whichever date is earlier (“Commencement Date”), and shall be completed on or before **June 30, 2019**. FDOT shall have the immediate option to terminate this Agreement should the Agency fail to meet either of the above-required dates.

If construction of the transportation Project does not commence within four (4) years of the date of the initial notice of grant award, attached and incorporated in this Agreement as **Exhibit “C-2” (Grant Award)**, this Agreement and the Project are immediately terminated.

4.0 PROJECT DESCRIPTION: The Agency shall provide quantifiable, measurable, and verifiable units of deliverables, which may include, without limitation, percentage completion levels for the Project. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Project Number 439734-1-54-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit “A” (Scope of Services)** which is incorporated in this Agreement, and is in connection with the location of facilities by the Business Entity.

5.0 NOTICES AND APPROVALS: All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the Agreement Administrators set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

FDOT:

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
DISTRICT 2 ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND
COORDINATOR
JORDAN L. GREEN, P.E., TRANSPORTATION SUPPORT MANAGER PHONE:
386-758-3740
JORDAN.GREEN@DOT.STATE.FL.US**

AGENCY:

**CITY OF JACKSONVILLE
DEPARTMENT OF PUBLIC WORKS
DUANE KENT, PUBLIC WORKS PROJECT MANAGER PHONE:
904-255-8910**

**WITH A COPY TO:
CITY OF JACKSONVILLE OFFICE OF GENERAL COUNSEL 117
W. DUVAL ST., SUITE 480
JACKSONVILLE, FL
PHONE: 904-630-1700
JSAWYER@COJ.NET**

All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees, as the case may be.

6.1 RELEASE OF FUNDS: Project funds made available by FDOT shall not be released until the following have been satisfied:

(a) The Agency has agreed by ordinance to accept future maintenance and other attendant costs occurring after completion of the Project for the portion of the Project on the Agency's system and such resolution is attached and incorporated in this Agreement as **Exhibit "D" (Ordinance)**;

(b) The Agency shall certify to FDOT that the Business Entity, or the Agency's design consultant and/or construction contractor or Designee has secured the necessary permits, including but not limited to, building permits, and the EDTF Business has initiated or caused the initiation of vertical construction of its facilities described in this Agreement (which includes, without limitation, construction of the foundation for the facilities for the Business Entity). If the Agency fails to provide such certification to FDOT by **June 30, 2018**, FDOT may, at its discretion, terminate this Agreement;

(c) Funds will not be transferred to the Agency unless the Business Entity on whose behalf the grant award was made (or the Designee) has initiated vertical construction of Business Entity's primary business facility at the Project site;

(d) The Agency shall invoice FDOT at least quarterly or as noted in **Exhibit "A" (Scope of Services)** for actual costs incurred. The Agency shall review and approve all invoices, statements, or other related documents duly submitted to the Agency by the Agency's or its Designee's design consultant or

construction contractor. Invoices shall be submitted by the Agency to FDOT in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable, and verifiable units of deliverables as established in Paragraph 4.0 above and **Exhibit “A” (Scope of Services)**. Deliverables must be received and accepted in writing by the pre-audit and approval by the Agency;

(e) Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Paragraph 4.0 and **Exhibit “A” (Scope of Services)** has been met;

(f) FDOT will pay to the Agency, after receipt of a detailed invoice, an amount equal to the invoice received by the Agency from the Agency’s Designee, consultant or contractor. The Agency must certify on the invoice that the costs from the Designee, consultant or contractor are valid, reasonable, necessary, and allowable and the costs have been incurred by the Designee, consultant or contractor prior to the date of the invoices. All invoices submitted to the FDOT must provide complete documentation, including a copy of the Designee’s, consultant’s or contractor’s invoice(s), to substantiate the cost on the invoice. Each monthly invoice subsequent to the first invoice from the Agency must contain a statement from the Agency that the previous monthly costs incurred by the Designee, consultant or contractor have been paid by the Agency to the Designee, consultant or contractor;

(g) Before using its own forces for any phase of the Project, the Agency shall provide FDOT with the opportunity to review and approve the qualifications of the Agency forces to be utilized. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead);

(h) The Agency has provided to FDOT certification and a copy of the property exchange agreement between the City and Relp Duval, LLC executed on or about even date herewith, which substantiates that all required right-of-way necessary for the Project shall be obtained; and

(i) Provide FDOT with written notification of either its intent to:

(i) Award the construction of the Project to an FDOT prequalified contractor which is the lowest and responsive / responsible bidder in accordance with applicable state and federal statutes, rules, and regulations. For purposes of clarity, the bid process set forth on **Exhibit “H”** attached hereto and incorporated herein by this reference is hereby authorized and approved in connection with the Project. The Agency shall submit to FDOT a copy of the bid tally sheet(s) and awarded bid contract. The Agency’s or its Designee’s commencement of the bid process for the Project prior to certification of the right of way necessary for the Project or prior to the execution of this Agreement shall not cause the Agency to become ineligible to receive the EDTF Grant funds, so long as the Agency otherwise complies with all of the terms and conditions of this Agreement- The Agency shall then submit a copy of the bid tally sheet(s) and awarded bid contract.

(j) The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its Designee, contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of FDOT shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

(k) Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If FDOT determines that the performance of the Agency is unsatisfactory, FDOT shall notify the Agency in writing of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by FDOT. The Agency shall, within five days after notice from FDOT, provide FDOT with a corrective action plan describing how the Agency will address all issues of contract non- performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to FDOT, the Agency shall be assessed a non-performance retainage equivalent to

10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill FDOT for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

(l) If, after Project completion, any claim is made by FDOT resulting from an audit or for work or services performed pursuant to this Agreement, FDOT may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to FDOT. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by FDOT.

(m) The Agency must submit the final invoice on the Project to the FDOT within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

6.2 TRANSEER OF FUNDS: Entities providing goods and services to FDOT should be aware of the following time frames. Upon receipt of the invoice, FDOT has 20 days to inspect and approve the goods and services. FDOT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the FDOT.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for entities who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-

5516.

6.3 USE OF FUNDS: Funds made available by FDOT pursuant to this Agreement shall be expended in a timely manner and solely for the purpose of the approved Project. No such funds shall be used for the purchase of any landscaping, mitigation planting, water and sewer lines, for any legal action against FDOT, or costs associated with preparation of the application for use of Economic Development Transportation funding. The Schedule of Funding, **Exhibit “B”**, is attached and incorporated in this Agreement.

6.4 ASSURANCES: As an inducement to the transfer of funds referred to in Section 6.1 above, the Agency certifies that, if initiated, it will ensure the Project will be carried through to its completion pursuant to the terms of this Agreement and will not require the expenditure of any additional funds from FDOT. As between the Agency and FDOT, the Agency is liable for all cost overruns on the Project.

6.5 PROHIBITION OF LOCAL PREFERENCES IN PROCUREMENT OF

CONSTRUCTION SERVICES: If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

7.1 DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS:

(a) The Agency agrees to undertake the design, construction, and Consultant Construction Engineering Inspection (“CCEI”) of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including FDOT standards and specifications. A professional engineer, registered in Florida and pre-qualified by FDOT, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by FDOT.

(b) The Agency or Designee understands that it is responsible for the preparation of all design plans for the Project, utilizing a FDOT pre-qualified consultant, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction

requirements for the Project. One (1) file copy and an electronic copy of the design plans shall be provided to FDOT's District Program Administrator Engineer, at William.cerlanek@dot.state.fl.us or mail Wm. David Cerlanek, P.E,

PTOE, CPM, District Program Administrator Engineer, Program Management, MS 2014. 1109
South Marion Avenue, Lake City, Florida 32025.

(c) FDOT shall review the plans for conformance to FDOT's requirements and feasibility within forty-five (45) days of delivery by the Agency. FDOT's review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. All changes requested by FDOT shall be made by the Agency and final corrected plans shall be provided to FDOT in a timely manner. The Agency or Designee shall provide a copy of the final bid documents to FDOT's Construction Project Manager.

(d) Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase of the Project. Any work related to Project, either directly or indirectly, shall not be reimbursable if performed prior to the execution of this Agreement.

(e) Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from FDOT's District Program Administrator Engineer, Wm. David Cerlanek, P.E, PTOE, CPM, District Program Administrator Engineer, at (386) 961-7823 or from an appointed "designee". Any construction work performed prior to the issuance of the Notice to Proceed for construction is not subject to reimbursement.

(f) The Agency or Designee shall hire a FDOT prequalified CCEI to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the 2010 Standard Specifications for Road and Bridge Construction, as amended from time to time. The Agency's Attorney shall certify to FDOT that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course

of construction of the Project. **The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.**

(g) The Agency or Designee shall require the Agency's or Designee's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes. Agency shall be the sole obligee thereunder.

(h) The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable FDOT standards and that the work is performed in accord with the Terms and Conditions contained in **Exhibit "E" (Terms and Conditions)**.

(i) Upon completion of the work authorized by this Agreement, the Agency shall notify FDOT in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as **Exhibit "F" (Notice to Completion)**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

(j) The Agency must submit the final invoice to FDOT within one hundred twenty (120) days after the final acceptance of the Project.

(k) Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the facilities on its system that are constructed under this Agreement as agreed to in **Exhibit "E" (Terms and Conditions)**. The terms of this provision shall survive the termination of this Agreement.

8.0 AVAILABILITY OF FUNDS: The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter

339.135(6)(a), F.S., are incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made

in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

9.0 TERMINATION OF AGREEMENT: FDOT may terminate this Agreement upon no less than thirty (30) days notice in writing delivered in accordance with the Notices and Approvals provisions of Paragraph 5.0. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall return funds in accordance with Section 10.0 of this Agreement within thirty (30) days of the termination of this Agreement. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement.

9.1 TERMINATION REPORT: Upon termination prior to the expiration of this Agreement, the Agency will provide the following:

(a) Certification that the portion of the Project that has been completed is in compliance with the terms and conditions of this Agreement and meets minimum construction standards established in accordance with Section 336.045, Florida Statutes.

(b) A report which shall specify the following: (i) the total direct Project costs paid from funds made available by FDOT pursuant to this Agreement; (ii) the balance of any unexpended Project funds; (iii) the actual amount of the Business Entity's capital investment; and (iv) the actual

number of permanent, full-time jobs created by the Business Entity.

10.0 EXPENDITURES IN VIOLATION OF AGREEMENT: Any Project funds made available by FDOT pursuant to this Agreement which are determined by FDOT to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to FDOT. Acceptance by FDOT of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of FDOT's rights as the funding agency to verify all information at a later date by audit or investigation.

11.1 LEGAL REQUIREMENTS:

(a) This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Leon County, Florida, applying Florida law.

(b) If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

(c) The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FDOT.

(d) The Agency shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof.

(e) The Agency and FDOT agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of FDOT as a result of this Agreement.

12.1 PUBLIC ENTITY CRIME: The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the 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 with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

12.2 NON-RESPONSIBLE CONTRACTORS: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by FDOT to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

13.0 UNAUTHORIZED ALIENS: FDOT will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

14.0 NON-DISCRIMINATION: The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list 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 with any public entity. The Agency

further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

15.0 ATTORNEY FEES: Unless authorized by law and agreed to in writing by FDOT, FDOT will not be liable to pay attorney fees, interest, or cost of collection.

16.0 TRAVEL: There shall be no reimbursement for travel expenses under this Agreement.

17.0 PRESERVATION OF REMEDIES: No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

18.1 AUDIT AND MONITORING REQUIREMENTS:

(a) The administration of resources awarded through the FDOT to the Agency by this Agreement may be subject to audits and/or monitoring by the FDOT. The following requirements do not limit the authority of the FDOT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

i. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by FDOT staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the FDOT by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the FDOT. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT, the Department of Financial Services (DFS) or the Auditor General.

ii. The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the FDOT through this Agreement is subject

to the following requirements:

1. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit “G” (Single Audit)** to this Agreement indicates state financial assistance awarded through the FDOT by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the FDOT by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the FDOT at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency’s resources (i.e., the cost of such an audit must be paid from the Agency’s resources obtained from other than State entities).

4. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

5. Any copies of financial reporting packages, reports or other information required to be submitted to the FDOT shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. The Agency, when submitting financial reporting packages to the FDOT for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

7. Upon receipt, and within six months, the FDOT will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the FDOT by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the FDOT may take appropriate corrective action to enforce compliance.

8. As a condition of receiving state financial assistance, the Agency shall permit the FDOT, or its designee, DFS or the Auditor General access to the Agency's records including

financial statements, the independent auditor's working papers and Project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

iii. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the FDOT, or its designee, DFS or the Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the FDOT, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the FDOT.

(b) The Agency must include the audit and record keeping requirements in this Section 19.0 in contracts and subcontracts entered into by the Agency with any party for work required in the performance of this Agreement.

(c) The Agency shall, three (3) months after the date of execution of this Agreement and every three (3) months thereafter, provide FDOT with quarterly progress reports. Each quarterly report shall contain a narrative description of the work completed and whether the work is proceeding according to the project schedule; a description of any change orders executed by the Agency or Designee; a budget summary detailing planned expenditures compared to actual expenditures; and identification of each small or minority business enterprise used as contractors or subcontractors. Records of all progress payments made for work in connection with such transportation projects, and any change orders executed by the Agency and payments made pursuant to such orders, shall be maintained by the Agency in accordance with accepted governmental accounting principles and practices and shall be subject to financial audit as required by law.

(d) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to FDOT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to FDOT upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on

the Project, and all other records of the Contractor and subcontractors considered necessary by FDOT for a proper audit of costs.

18.2 COOPERATION WITH INSPECTOR GENERAL: The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

19.0 LOBBYING: Funds may not be used for the purpose of lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

20.0 MINORITY VENDORS: The Agency is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The Agency shall report on a quarterly basis its expenditures with minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority or women-owned businesses, the Agency shall submit a statement to this effect.

21.1 INDEMNITY AND INSURANCE:

(a) The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/consultant/subconsultant, its officers, agents or employees."

(b) The Agency shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least

\$1,000,000 per person and \$5,000,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the FDOT's Standard Specifications for Road and Bridge Construction, as amended.

(c) The Agency shall also carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

22.0 FOLLOW-UP REPORT: Two (2) years after the Business Entity has completed the construction associated with this Project, the Agency will provide FDOT with the actual number of new, permanent, full-time jobs created by the Business Entity.

23.0 MODIFICATION OF AGREEMENT: In the event the Agency desires to modify any of the terms and conditions of this Agreement, the Agency shall make such request for modification in writing to FDOT at any time during the term of this Agreement. However, if the request for modification relates to changes in the Project commencement and/or Project completion dates, such request must be received by FDOT prior to the expiration of the current commencement or Project completion date. If such a request is made after the expiration of the above referenced date, FDOT shall have the option to terminate this Agreement.

24.1 E-VERIFY: The Agency:

(a) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

(b) shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of

Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

25.0 NON-ASSIGNMENT: Except as otherwise set forth herein, the Agency shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of FDOT, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. FDOT will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that FDOT approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

26.0 ENTIRE AGREEMENT: This instrument embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of FDOT or his/her delegate.

27.0 DUPLICATE ORIGINALS: This Agreement may be executed in duplicate originals.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) below.

FDOT

CITY OF JACKSONVILLE

State of Florida, Department of Transportation

By: _____

By: _____

Print Name: _____

Lenny Curry

Title: _____

Title: Mayor

Date: _____

As approved by City Council on:

Legal Review:

Attest: _____

Corporate Secretary

Form Approved:

See attached Encumbrance Form for date of
Funding approval by Comptroller

Office of General Counsel

The undersigned does hereby certify that there is and unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the City's obligations under the foregoing agreement and that provisions have been made for the payment of monies provided for therein to be paid.

City of Jacksonville
Director of Finance

EXHIBIT “A”
SCOPE OF SERVICES
Financial Management Number: 439734-1-54-01

Project Rex - Roadway Improvements on Duval Road and Pecan Park Road which includes the construction and construction engineering inspection of approximately 2,000 linear feet of Pecan Park Road within the City of Jacksonville to create a realigned, typical four-lane divided roadway segment with turn lanes at the company’s main driveway, and turn lanes at the intersection of Pecan Park Road and Duval Road. The addition of a new signal at the I-295 ramp may also be included, if warranted.

The Agency shall submit reimbursement request for the construction and construction engineering inspection of the project on a monthly basis.

EXHIBIT “B”
SCHEDULE OF FUNDING
Financial Management Number: 439734-1-54-01

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
439743-1-54-01	STTF	2017	55.032	Economic Development Transportation Projects – Road Fund	\$2,800,000.00	088865
Total Award					\$2,800,000.00	

For each program identified above, the recipient shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement scope of services/work. Any match required by the recipient is clearly indicated in the Agreement.

EXHIBIT “C-1”
EDTF Application
Financial Management Number: 437734-1-54-01

**ECONOMIC DEVELOPMENT TRANSPORTATION FUND
APPLICATION INSTRUCTIONS**

Amazon
Name of Business

FOR EFI USE ONLY		
Date Received	Date Revised	Date Completed

1. KEY EDTF PROGRAM INFORMATION AND APPLICATION INSTRUCTIONS

Please carefully review all application instructions. Contact Enterprise Florida, Inc., (EFI) to discuss the project and application before submitting a formal proposal.

Application Instructions: Each Economic Development Transportation Fund (EDTF) application must be accompanied by:

1. The **General Project Overview** (separate document) completed by a representative from the company on whose behalf the application is being submitted.
2. The **Economic Development Transportation Fund Attachment** (this document) completed by the governmental entity applying for the grant.
3. Department of Transportation project cost estimate (last page of this document) form to be completed by a FDOT representative from the local FDOT district.
4. A letter from the company (on company letterhead and signed by an authorized company officer) indicating:
 - a. The transportation impediment that exists and required improvements needed to eliminate the impediment; and
 - b. A statement indicating the project will not occur in Florida without the proposed transportation improvements and only one Florida site is under consideration.
5. A 1:24,000 (1 inch = 2,000 feet) **U.S.G.S. quadrangle sheet** which shows the transportation project and the company's proposed site.
6. Recent digital photographs of the project site showing the location of the facility relative to required transportation improvements and confirming that construction has not yet begun on the facility or transportation project.
7. A small **sketch or diagram** (no more than 8 ½" by 14") showing:
 - a. All existing transportation facilities in proximity to the project site (clearly labeled);
 - b. The business project property boundaries;
 - c. General outline of the facility within the property (existing and / or proposed);
 - d. All existing transportation entry and exit points; and
 - e. The proposed transportation project (clearly designated as the proposed project).

Note: The diagram need not be professional, and the scale may be rough, but it should be in sufficient detail to present the observer with a clear understanding of the current situation and the proposed project.

Applicants are encouraged to submit electronic copies of the application and all supporting materials, in addition to one original, signed copy of the General Project Overview, EDTF attachment, USGS map, and additional maps. If materials cannot be submitted electronically, multiple copies may be required.

Program Overview:

- The EDTF grant must be approved by the Department of Transportation (FDOT) prior to the company making its decision to locate or expand in Florida.
- EDTF may be used to alleviate a transportation impediment as an inducement for a business to remain, expand, or locate in Florida. The grant may not exceed total eligible project costs, up to \$7,000 per job retained or created. Exceptions to the per job limit may be allowed. Contact Enterprise Florida, Inc. for details.
- EDTF applications are accepted throughout the year (there is no application deadline); however, the state's fiscal year runs from July 1 to June 30 and the annual appropriation is made on July 1.
- Pursuant to section 339.2821, Florida Statutes, EDTF funds cannot be used to induce a company to locate from one Florida community to another unless, without the relocation, the company will move outside the state. Contact Enterprise Florida, Inc. if the project involves the relocation of a business.
- EDTF is a reimbursement of eligible costs. The applicant must follow all standard contract bid and purchasing procedures.
- Economic Development Transportation Fund: *Section 339.2821, Florida Statutes.*

Revised 11/13

Page 1 of 6

Economic Development Transportation Fund Attachment to the General Project Overview

Amazon
Name of Business

IMPORTANT NOTE: This application must be filed and the incentive approved *prior* to a company's decision to expand or locate in Florida.

1. APPLICANT

- A. **Government Applicant:** City of Jacksonville
- B. **Government Federal Employee Identification Number:** _____
- C. **Name of Primary Contact:** Kirk Wendland
Title: Executive Director, Office of Economic Development
Mailing Address: 117 W Duval St., Suite 275
Street Address
- | | | |
|--|-----------------------------------|---|
| <u>Jacksonville</u>
<small>City</small> | <u>FL</u>
<small>State</small> | <u>32202</u>
<small>Zip Code</small> |
| Telephone: <u>904 630-1979</u> | Fax: _____ | |
| Email Address: <u>kwendland@coj.net</u> | Website: _____ | |
- D. **DOT District Number:** 2

2. TRANSPORTATION OVERVIEW

Be sure to attach a rough site plan showing the facility in relation to the requested transportation improvements to be funded from the EDTF.

- A. **Briefly describe the transportation problem and why it is an impediment to the company's location decision.**

Please see attached.

- B. **Briefly describe the proposed transportation project that will alleviate the transportation impediment.**

Please see attached.

Economic Development Transportation Fund Attachment to the General Project Overview

3. ESTIMATED COSTS AND SOURCES OF FUNDING

Include all transportation project costs and sources, even costs not eligible for reimbursement under EDTF, but part of the total transportation project.

A. Transportation Project Costs:

Construction	\$4,122,006
Right of Way ¹	\$
Design & Engineering	\$575,000
Total Project Costs	\$4,697,006

B. Transportation Project Funding Sources:

City	\$
County	\$
Company	\$
Other (govt. grants, developer, etc)	\$
Total Non-EDTF Funding	\$

Please Specify: _____

EDTF Requested Amount² \$3,000,000

Note: Requested amount must equal the difference between the transportation project costs in 3A. and the transportation project funding sources in 3B.

4. PROJECT INFORMATION

A. Number of full-time permanent jobs created and retained:

Net new jobs: 1500 Retained jobs 0 Total Jobs 1500

B. New capital investment generated:

\$200,000
50 new jobs
@\$50,000 avg
wage /1000 new
jobs @ \$26,000
avg wage

C. Average wage for new and retained jobs:

D. Number of days required to complete construction of the transportation project:

365 days

E. What is the location of the project (provide road number, if applicable)?

US: _____ State: Florida County: Duval City: Jacksonville

F. Who is responsible for maintenance and upkeep? (Indicate if more than one are applicable)

US: State: County: City:

12 months (6/1/16-
6/1/17)

G. What is the length of the transportation project (if applicable):

1 Right-of-Way cost may be included in the cost estimate if acquisition is required from a third party in order to construct the transportation project; however, EDTF will not provide funds to acquire the right-of-way. These right-of-way costs must be funded by a source other than EDTF in Section 4B.

2 Maximum requested amount is \$3 million. Award amount will be up to \$7,000 per job created or retained, unless extraordinary circumstances exist, which warrant an increased per job award. Contact Enterprise Florida for more information.

Economic Development Transportation Fund Attachment to the General Project Overview

5. OTHER CONSIDERATIONS

- A. Is there an alternative that would provide a more cost-effective solution to the transportation problem?**
Yes No If yes, explain: _____
- B. Are there additional traffic impacts?**
Yes No
If yes, does the project provide for/address these additional impacts?
Yes No If no, explain: _____
- C. Is the adopted local government comprehensive plan for the jurisdiction in compliance with Chapter 163, Part II, Florida Statutes³?**
Yes No If not, what is the expected time frame for compliance? _____
- D. What is the future land use map designation for the proposed project site?**
Light Industrial
- E. Are the transportation project and business facility consistent with the adopted local government comprehensive plan?**
Yes No If not, describe the inconsistency and give the time frame for amending the plan: _____
- F. Does the adopted plan include an economic development element?**
Yes No
- G. Is the applicant's transportation project linked to other publicly funded economic development programs?**
Yes No If so, list the programs and discuss the role they will play in this project: _____
- H. Is the proposed site part of a current or previous DRI?**
Yes No If yes, explain (including concurrency issues): _____
- I. Will low to moderate income workers be eligible for employment within this facility?**
Yes No If yes, please describe: _____
- J. Is the proposed transportation project already included in future capital improvement plans?**
Yes No If yes, explain: _____

³ Chapter 163, Part II: Growth Policy; County and Municipal Planning; Land Development Regulation
Revised 11/13

Economic Development Transportation Fund Attachment to the General Project Overview

6. TRAFFIC IMPACTS

*Only REQUIRED for projects involving state highways.
Information is optional for all other projects.*

A. Traffic generation estimates: (in number of vehicles daily)

Number of cars _____ Number of trucks _____

B. AM Peak Hour: _____ a.m. to _____ a.m.

Number of inbound cars _____ Number of inbound trucks _____

Number of outbound cars _____ Number of outbound trucks _____

C. PM Peak Hour: _____ p.m. to _____ p.m.

Number of inbound cars _____ Number of inbound trucks _____

Number of outbound cars _____ Number of outbound trucks _____

7. SIGNATURE

To the best of my knowledge, the information included in this application is accurate.

Signature of chief elected official

Name: _____

Title: _____

- Signature must be that of the chief elected city or county official.
- If this application is for a city or county road, the city or county, respectively, must agree to maintain the road (via passage of a resolution following state approval of the EDTF grant). This will be stipulated in all contracts involving expenditure of the Economic Development Transportation Fund.

***** PLEASE BE SURE TO ATTACH THE GENERAL PROJECT OVERVIEW *****

ECONOMIC DEVELOPMENT TRANSPORTATION FUND PROJECT COST ESTIMATE

FOR SUBMISSION TO THE EDTF COORDINATOR
IN THE FDOT DISTRICT IN WHICH THE PROJECT IS LOCATED

FDOT TRANSPORTATION PROJECT CONSTRUCTION COST ESTIMATE:

Based on information provided with this application:

Estimated cost of construction	\$4,200,000
Estimated cost of right of way	\$N/A
Estimated cost of design and engineering	\$600,000
Total estimated cost:	\$4,800,000

Was cost overrun considered in total cost?

Yes No

If yes, how much? \$ _____ or % _____

Has design and engineering been completed?

Yes No

If yes, is design in accordance with DOT specifications?

Yes No

How many days are estimated for completion of the transportation project? 300

Traffic Impacts (page 5 of 6) are covered in the submitted traffic study;
Continue to coordinate with the Jacksonville Maintenance Permits
Office

FDOT Comments:


Signature of FDOT District EDTF Coordinator

FDOT district number: 2

- The signature of the FDOT District representative attests only to the cost estimates for the EDTF transportation project and does not commit FDOT to the approval of the EDTF award request or any FDOT permits associated with this project.
- Applications submitted without this completed and signed page are incomplete and will not be processed until received by Enterprise Florida, Inc.

**EXHIBIT “C-2”
Grant Award
Financial Management Number: 437734-1-54-01**



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

May 18, 2016

Mr. Kirk Wendland
Executive Director
Office of Economic Development
City of Jacksonville
117 West Duval Street, Suite 275
Jacksonville, Florida 32202

Dear Mr. Wendland:

I am pleased to inform you that the Economic Development Transportation Fund grant request submitted by the City of Jacksonville has been approved by the Department of Transportation (FDOT). The grant approval, which provides the city with \$3,000,000, is subject to the receipt of a legislative appropriation that allows FDOT to fund the following transportation project:

Design and construct approximately 2,000 linear feet of Pecan Park Road within the City of Jacksonville to create a realigned, typical four-lane divided roadway segment with turn lanes at the company's main driveway, and turn lanes at the intersection of Pecan Park Road and Duval Road. Modifications to the existing signal and mast arms at Pecan Park Road and Duval Road, and addition of a new signal at the I-295 ramp may also be included, if warranted.

Please contact Mr. Jordan Green, the FDOT District Two Economic Development Transportation Fund Coordinator at (386) 961-7840 to begin work on the contract agreement for the disbursement of the approved grant funds. Please note that the airport authority cannot be reimbursed for any costs incurred prior to the execution of the required contract and compliance with all applicable terms and conditions of the contract.

Construction of the referenced project must commence within four (4) years of the date of this notice of grant award. If project construction does not commence within the four (4) year period, this grant award and any contract for the disbursement of the awarded funds will terminate immediately.

www.dot.state.fl.us

Mr. Kirk Wendland
May 18, 2016
Page Two

Congratulations on your Economic Development Transportation Fund grant award. We look forward to working with you on the development of this important transportation project. Questions regarding this letter or the approval of your Economic Development Transportation Fund grant request should be directed to Ms. Jasmin Raffington at (850) 414-5266.

Sincerely,



Jim Boxold
Secretary

cc: Heather Squires, Enterprise Florida, Inc.
Karl Blischke, Department of Economic Opportunity
Jordan Green, District Two Economic Development Transportation Fund
Coordinator

EXHIBIT "C-3"
Grant Reduction
Financial Management Number: 437734-1-54-01



OFFICE OF ECONOMIC DEVELOPMENT
CITY OF JACKSONVILLE, FL

July 28, 2016

Mr. Jim Boxold
Secretary
Florida Department of Transportation
605 Suwannee Street
Tallahassee, FL 32399-0450

Re: Project Rex Economic Development Trust Fund (EDTF) Grant

Dear Secretary Boxold:

The City of Jacksonville appreciates FDOT's support of roadway improvements associated with a proposed Amazon fulfillment center (Project Rex), via an Economic Development Trust Fund (EDTF) grant. Per your EDTF approval letter, dated May 18, 2016, the EDTF grant will be capped at \$3,000,000, after a legislative appropriation is affirmed for those funds.

In recent weeks the City has been communicating closely with the project development team about the scope and costs of the proposed improvements being contemplated as part of the subject EDTF grant. Some of the more recent cost estimates appear to be lower than what was originally compiled. With that, the City would like to request that the EDTF grant be lowered to a maximum of \$2,800,000.

Please do not hesitate to contact me should you have any questions or wish to discuss the matter in greater detail.

Kind regards,

Kirk Wendland
Executive Director

EXHIBIT "D"
AGENCY ORDINANCE

EXHIBIT “E”

TERMS AND CONDITIONS OF CONSTRUCTION

1. The Agency or Designee is authorized, subject to the conditions set forth herein, to enter FDOT right-of-way to perform all activities necessary for the construction of the Project (as described more fully in **Exhibit “B”**). The Project shall be constructed in accordance with construction plans and specifications to be approved by FDOT and consistent with the requirements of FDOT. The plans shall include an appropriate plan for maintenance of traffic. Should any significant (as defined by §4-3 of Standard Specifications for Road and Bridge Construction, 2010, and as amended from time to time) changes to the plans be required during construction of the Project, the Agency or Designee shall be required to notify FDOT of the changes and receive approval from FDOT prior to the changes being constructed. FDOT reserves the right to adjust the plans to meet the requirements of permits. The Agency or Designee shall be responsible to maintain the area of the Project at all times during construction of the Project. All payment and performance bonds shall name FDOT as an additional obligee. All warranties on any product or material used in construction of said Project shall be in favor of FDOT. The Agency or Designee shall assure that the Engineer of Record performs all necessary post-design services that may be required.

2. The Agency or Designee shall have the affirmative responsibility to locate all existing utilities, both aerial and underground and that all utility locations shall be represented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The Agency shall be obligated to design around any utility installation for which the conflict cannot be resolved. Said utility work shall be deemed to be undertaken on behalf of and for the benefit of FDOT and the Agency shall assure that utility work schedules are obtained for the Project.

3. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The Agency or its Designee is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of FDOT; however, in such event, the Agency or Designee will comply with all terms and conditions of such permit in construction of the subject facilities.

4. This Agreement shall act to supersede the normal requirements of the Agency or Designee to secure separate FDOT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement is deemed to constitute such permits.

5. It is expressly agreed by the parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use FDOT and/or Agency right-of-way nor the placing of facilities upon FDOT and/or Agency land shall operate to create or vest any property right in the Agency except as otherwise provided in separate agreements.

6. FDOT shall appoint and authorize a single individual to serve as FDOT’s representative to coordinate and manage FDOT’s review of the Agency’s activities pursuant to this Agreement. The Agency or Designee shall provide a current construction schedule to FDOT’s representative and shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

7. The Agency or Designee shall utilize only a FDOT prequalified prime contractor for the Project.

8. The Agency or Designee shall hire a FDOT Pre-qualified Consultant Construction Engineering Inspection firm (CCEI) to perform construction oversight including the obligation to assure that any and all

verification testing is performed in accordance with the 2010 Standard Specifications for Road and Bridge Construction, as amended from time to time. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

9. The Agency or Designee shall require the Agency's or Designee's contractor to post a bond in accordance with Section 337.18, Florida Statutes.

10. The Agency or Designee shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by FDOT. Provided, however, in the event of an emergency, the Agency shall immediately make any necessary changes and notify FDOT and the Engineer of Record after the modifications.

11. FDOT may request and shall be granted a conference with the Agency or Designee and at the Agency's option, the Agency's CEI firm, to discuss any part of the Project activities that FDOT determines to be inconsistent with the approved design plans and specifications. The Agency will monitor the corrective action and provide FDOT status reports at such intervals as are reasonable, based on the corrective action undertaken, and FDOT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if FDOT determines a condition exists which threatens the public's safety, FDOT may, at its discretion, issue an immediate stop work order.

12. The Agency or Designee shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the Project so that the safe and efficient movement of the traveling public is maintained. The Agency is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the Agency shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the Project area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and FDOT's 2010 Standard Specifications for Road and Bridge construction and FDOT's 2010 Roadway and Traffic Design Standards, and as those sources may be amended from time to time. The Agency may assign the responsibility of this paragraph to the Contractor or its' CEI for the construction of the Project.

13. Prior to the Project bidding, the Agency or Designee shall provide a project schedule that includes, at a minimum, the date the Project will be advertised for bid, the bid opening date, the award date and the date of the preconstruction conference.

14. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of FDOT's right, title and interest in the land to be entered upon and used by the Agency. Any additional right or privilege required to undertake and to complete construction of the Project shall be secured by the Agency.

15. Upon completion of the work in accord with the Plans, the Agency shall furnish a set of "as-built" plans prepared in accordance with the FDOT Preparation and Documentation Manual, Chapter 4 (FDOT Procedure #700-050-10). The "as-built" plans shall be certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, 2010 edition as amended, or otherwise conform to or meet generally accepted professional practices. Additionally, the Agency shall assure that all post construction

survey monumentation required by Florida Statutes is completed and evidence of such is provided to FDOT in a manner acceptable to FDOT.

16. In the event contaminated soil is encountered by the Agency or anyone within FDOT's right of way, the Agency shall immediately cease work and notify FDOT. FDOT shall coordinate with the appropriate agencies and notify the Agency of any required action related thereto.

17. It is acknowledged by the parties that construction plans and specifications are still being prepared by the Agency or Designee as of the date of this Agreement. Construction of the Project will not commence until FDOT has approved the construction plans and specifications as provided for in Paragraph 1 and all required right-of-way has been properly obtained and certified (if applicable) as such by FDOT's Right of Way Manager.

18. If applicable, the Agency shall assure that load ratings are submitted on any vehicular bridge prior to the final submission of the structure plans for FDOT review. Structures shall not be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete.

**EXHIBIT “F”
NOTICE OF COMPLETION AND ENGINEER’S CERTIFICATION OF
COMPLIANCE**

NOTICE OF COMPLETION

ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and CITY OF JACKSONVILLE

PROJECT DESCRIPTION: PROJECT REX

FINANCIAL MANAGEMENT ID#439734-1-54-01

In accordance with the Terms and Conditions of the Economic Development Transportation Project Fund Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20_____.

By: _____

Name: _____

Title: _____

ENGINEER’S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Economic Development Transportation Project Fund Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of “as-built” plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL: Name: _____

Date: _____

**Exhibit “G”
SINGLE AUDIT**

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: Economic Development Transportation Projects – Road Fund

State Awarding Agency: Florida Department of Transportation

Catalog of State Financial Assistance (CSFA) Number: 55-032

Grant Amount: \$ 2,800,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.032 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Objectives of the Project: Alleviate transportation problems that adversely affect the decision of a specific company to locate or expand in the State of Florida.

Project Restrictions:

Eligibility for Economic Development Transportation Projects funding is limited to the direct cost of transportation projects that:

1. Attract new employment opportunities to the State or expand or retain employment in existing companies operating within the State; or
2. Allow for the construction or expansion of a state or federal correctional facility that creates, expands or retains employment in a county with a population of 75,000 or less.

Eligible transportation projects are reviewed for funding by considering the following:

1. Cost per job created or retained considering the amount of transportation funds requested;
2. Average hourly wages of the jobs created;
3. Reliance on programs as an inducement to determine the project’s location;
4. Amount of capital investment to be made by a business;
5. Demonstrated local commitment;
6. Location of the project in an enterprise;
7. Location of the project in a spaceport territory;
8. Unemployment rate of the surrounding area; and
9. Poverty rate of the area.

Eligible Applicant:

An instrumentality of the state, or a county, municipality, district, authority, board, or commission, or an agency thereof, within whose jurisdiction the eligible transportation project is located.

Equipment and Real Property Management:

If the transportation project is constructed on a county or municipal system, the governing board must adopt a resolution accepting responsibility for maintenance and related costs when the transportation project is complete.

Reporting:

Governmental bodies that receive Economic Development Transportation Projects funding must:

- 1) Provide FDOT with quarterly progress reports that contain:
 - A narrative description of the work completed and whether the work is proceeding according to the transportation project schedule;
 - A description of each change order executed by the governmental body;
 - A budget summary detailing planned expenditures compared to actual expenditures; and
 - The identity of each small or minority business used as a contractor or subcontractor.
- 2) Maintain records in accordance with accepted governmental accounting principles and practices for:
 - Each progress payment made for work performed in connection with the transportation project;
 - Each change order executed by the governmental body, and;
 - Each payment made pursuant to a change order.
- 3) Provide FDOT with a financial audit of the governmental body conducted by an independent certified public accountant.

Sub-recipient Monitoring:

The construction or building site for each transportation project that receives Economic Development Transportation Projects funding will be monitored to ensure compliance with Section 339.2821, Florida Statutes, and contractual requirements, which includes but is not limited to the construction of the business facility.

State Project Compliance Requirements for CSFA Number 55.032 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

Exhibit “H”

Approved Bid/Procurement Process

A. General Requirements Before Commencement of Procurement Process:

1. Final design plans for the Project shall be 100% complete, and approved by both the Agency and FDOT before the procurement process is initiated and bid packages are distributed.
2. Only FDOT pre-qualified contractors are allowed to be considered in the bid/solicitation process. FDOT will provide the Agency or the Agency’s Designee with a list of FDOT pre-qualified contractors.
3. The Agency’s Designee will provide FDOT with a procurement schedule that includes: (a) the date that the bid solicitation notice will be sent and/or advertised as hereinafter provided; (b) the bid opening date; (c) the bid award date; and (d) the date of the preconstruction conference in connection with the Project.

B. Procurement Process:

1. Pursuant to Section 337.11(3)(b), Florida Statutes, the Agency’s Designee shall provide a bid solicitation notice to all FDOT pre-qualified contractors at least 2 weeks before the date bids are scheduled to be received.
2. The bid solicitation notice shall contain information regarding the deadline time, date and place for: (a) the submission of sealed bids for the Project; and (b) the opening and tabulation of the sealed bids by the Agency’s Designee. No bids will be accepted after the deadline date and time set for the submission of sealed bids in the bid solicitation notice, and any bid received after the deadline date and time shall be deemed non-responsive.
3. The bid solicitation notice will also contain a general description of the Project, how and where the final design plans for the Project can be obtained and reviewed, and special contract conditions such as time limitations and bonding requirements associated with the Project.
4. The Agency’s Designee may hold one pre-conference at least five (5) calendar days after the bid solicitation notice is sent provided that notice of the date, time and place of the pre-conference is included in the bid solicitation notice sent to the FDOT pre-qualified contractors.
5. The opening of the sealed bids by the Agency’s Designee will be conducted at the place contained in the bid solicitation and/or as publicly noticed by the Agency’s Designee. The public may attend the opening of the sealed bids. The Agency’s Designee will: (a) announce at that meeting the name of each bidder and the price submitted in the bid; and (b) make available upon request the name of each bidder and the price submitted in the bid.
6. The Agency’s Designee shall evaluate the bids and may either: (a) award the bid to construct the Project to the lowest responsible responsive bidder; or (b) reject all bids and proceed to rebid the work in accordance with this process.

**DISBURSEMENT AGREEMENT BETWEEN
THE CITY OF JACKSONVILLE
AND
REL P DUVAL, LLC**

THIS AGREEMENT is made and entered into this ____ day of _____, 2016 (the “Effective Date”) between the **CITY OF JACKSONVILLE**, a municipal corporation and a political subdivision of the State of Florida (the “City”) and **REL P DUVAL, LLC**, a Delaware limited liability company (the “Company”).

W I T N E S S E T H:

WHEREAS, Company owns certain real property located adjacent to Pecan Park Road in Jacksonville, Florida (the “Property”); and

WHEREAS, Company plans to build a state-of-the-art fulfillment center on the Property (the “Facility”); and

WHEREAS, in connection with the construction of the Facility, Company requires certain road improvements be made to Pecan Park Road and Duval Road; and

WHEREAS, based upon the application of the City on behalf of Company, the State of Florida Department of Economic Opportunity (“DEO”) has authorized a \$2,800,000 grant to the City under the Florida Economic Development Transportation Fund Program (the “EDTF”) for funding of certain road improvements to create a realigned, typical four-lane divided roadway segment on Duval Road and Pecan Park Road, with turn lanes at the Company’s main driveway, and turn lanes at the intersection of Pecan Park Road and Duval Road, and, if warranted, the addition of a new signal at the I-295 ramp (as further defined in the EDTF Agreement as defined below, the “Transportation Project”). The Company’s estimated cost for the Transportation Project is \$4,800,000.00; and

WHEREAS, Company’s developer for the Transportation Project is Seefried Industrial Properties, Inc., a Georgia corporation (the “Developer”); and

WHEREAS, on or about the date of this Agreement, City and the State of Florida, Department of Transportation are entering into that certain Economic Development Transportation Project Fund Agreement (the “EDTF Agreement”), which agreement governs the disbursement of the EDTF grant funds to the City for the Transportation Project; and

WHEREAS, this Agreement is authorized by City Ordinance 2016-___-E, and the parties desire to enter into this Agreement to set forth the terms and conditions upon which the City shall administer and disburse said EDTF Grant to the Company upon receipt of (i) funds from the EDTF Grant, and (ii) certified invoice(s) from the Company with documentation supporting work accomplished toward completion of the Transportation Project, and consistent with all other requirements of the EDTF Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties agree as follows:

ARTICLE I

RECITALS

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

ARTICLE II

DEFINITIONS

2.1 City. The Consolidated City of Jacksonville, Florida.

2.2 City Road Infrastructure Grant (RI Grant). That certain Road Infrastructure Grant (“RI Grant”), as authorized by that certain Economic Development Agreement between the City and Amazon.com.dedc, LLC and dated July 28, 2016 (as the same may be amended, the “EDA”), in an amount up to 50% of the actual, documented costs of the Company, its Developer, or any other party in connection with the Transportation Project, in an up to, maximum amount of \$2,500,000.

2.3 Council. The Council of the City.

2.4 EDTF Grant. The \$2,800,000.00 grant authorized by DEO for partial funding of the construction of the Transportation Project pursuant to EDTF Application attached hereto as Exhibit A and the EDTF Agreement attached hereto as Exhibit B.

2.5 OED. Office of Economic Development of the City of Jacksonville.

ARTICLE III

TERM

3.1 The term of this Agreement shall commence upon full execution by both parties (the “Effective Date”) and continue through June 30, 2019, unless earlier terminated as provided in this Agreement. Should the EDTF Agreement be terminated for any reason, the City shall have the option of terminating this Agreement without fault and thereafter City shall have no further financial obligation or liability to Company.

ARTICLE IV

SUPERVISION

4.1 Company agrees to construct or cause its Developer to construct the Transportation Project and to perform the services required hereunder, in general coordination with the OED and the City's Department of Public Works and otherwise in accordance with the terms and conditions contained herein and in the EDTF Agreement.

ARTICLE V

SCOPE OF SERVICES

5.1 This Agreement pertains to compliance with and the disbursement of funds received by the City to Company by way of the EDTF Agreement. In connection therewith, Company agrees to develop and construct, or cause its Developer to develop and construct, the Transportation Project in accordance with all of the terms, conditions and representations contained in the EDTF Application and EDTF Agreement and in accordance with all applicable Florida Department of Transportation ("FDOT") and/or the City's design standards as may be applicable, which standards include but are not limited to the applicable FDOT standards set forth in Section 336.045, Florida Statutes. Company shall comply with this Agreement and the terms and conditions of the EDTF Agreement in connection with the bidding and construction of the Transportation Project. Company further agrees to perform its obligations hereunder and cooperate with and provide the information, certifications and documentation to the City as necessary for the City to comply with its obligations related to the Transportation Project and City's obligations under the EDTF Agreement. Company hereby covenants and agrees not to commit any act (or fail to commit any act) that would cause the City to default under the terms and conditions of the EDTF Agreement. For purposes of clarity, the audit obligations set forth Section 18 and elsewhere in the EDTF Agreement are obligations of the City and not the responsibility of Company; provided, however, that Company shall provide or cause its Developer and contractors to provide the City with all invoices and other financial reporting packages, reports, records, documentation and information as required by the EDTF Agreement, in order for the City to comply with its audit requirements and other obligations under the EDTF Agreement. Company acknowledges and agrees that the Transportation Project shall be completed without any funding from the City or the State of Florida, except any funding authorized and disbursed pursuant to (i) the EDTF Agreement and this Agreement, and (ii) the RI Grant contained in the EDA.

5.2 Company agrees to comply with and/or cause its Developer to comply with all environmental and pollution control laws, rules, regulations and requirements applicable to construction and operation of the Transportation Project.

5.3 The parties hereto understand and agree that upon the execution of this Agreement by the parties hereto and the satisfactory compliance with the requirements of Article 6.2 hereof, the City will provide Company with the funds made available by FDOT for the Transportation

Project as contemplated by and in accordance with the EDTF Agreement. Company agrees to cooperate and cause its Developer to cooperate with the City regarding engineering, construction, inspection and maintenance matters for the Transportation Project as may be reasonably required pursuant to the terms of this Agreement and the EDTF Agreement. Upon completion and acceptance of the Transportation Project by the City and FDOT (or at such other time as may be required by the EDTF Agreement or by the City in its sole discretion, but no later than 120 days after completion of the Transportation Project), Company will provide a special warranty deed (and/or other forms of title interests as may be acceptable to the City) to the City for the portion of the Transportation Project owned in fee by the Company. The City will be responsible for securing title and control of all other portions of the Transportation Project from the State of Florida and the Jacksonville Aviation Authority. Upon the City's receipt of the right-of-way title interest associated with the Transportation Project, future maintenance of the Transportation Project shall be the responsibility of the City.

5.4 Company agrees to, or to cause its Developer to, commence and complete construction of the Transportation Project pursuant to the schedule set forth in Section 3.0 of the EDTF Agreement, unless the parties mutually agree to extend such time for commencement and/or completion of the Transportation Project. Commencement shall mean construction of the Transportation Project has been initiated as evidenced by the issuance of applicable City permits for the Transportation Project and such other evidence of said construction of the Transportation Project as may be requested by the City in its reasonable discretion.

5.5 Company shall comply with Section 20.055(5), Florida Statutes, and will incorporate in all contracts and subcontracts relating to the Transportation Project the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE VI

FUNDING

6.1 The City agrees to provide funds to Company for the Transportation Project in accordance with this Agreement and the EDTF Agreement in an amount not to exceed the EDTF Grant amount of \$2,800,000, or such lesser amounts as are ultimately disbursed by FDOT under the EDTF Agreement. As between City and Company, Company shall be solely responsible for any and all costs of the Transportation Project in excess of (i) the EDTF Grant actually distributed to Company pursuant to the EDTF Agreement and this Agreement, and (ii) the RI Grant funds actually distributed to the Company. Company is liable for all costs overruns in connection with the Transportation Project not covered by either the EDTF Grant or the RI Grant. Company shall be solely responsible in the event that City is obligated under the EDTF Agreement to refund or forfeit to FDOT any portion of the Transportation Project funds disbursed to City under the EDTF Agreement because of noncompliance by Company or its Developer thereunder, which is not timely cured. Company shall reimburse City for all such refunded or forfeited amounts within thirty days of written demand therefore. In the event the EDTF Agreement is terminated for any reason prior to completion of the Transportation Project, Company shall complete the Transportation Project at its sole cost and expense, but the Company otherwise remain eligible for the RI Grant, in accordance with its terms.

6.2 The City conditions its obligations herein subject to: (i) Company's or its Developer's submission of documentation that any additional funding for completion of the Transportation Project has been obtained; (ii) Company shall not then be in default under this Agreement or have caused a City default under the EDTF Agreement; and (iii) Company or its Developer and contractors shall provide the City with payment and performance bonds as necessary to comply with the EDTF Agreement and in accordance with Section 337.18(1), Florida Statutes, insuring completion of the Transportation Project in a form mutually satisfactory to both FDOT and City (as approved by the City's Public Works Department and its Office of General Counsel).

6.3 The City will disburse the EDTF Grant to the Company in installments upon receipt of applications for payment from the Company sent to the City's Department of Public Works on the City's Application for Payment Forms, a copy of which Form is attached hereto as **Exhibit D**, along with any supporting documentation or information as required by the EDTF Agreement or the City in its reasonable discretion. Applications for Payment may be submitted no more frequently than once a month, and shall be paid as authorized by the EDTF Agreement. Any disbursement hereunder shall be in amounts representing the actual costs incurred in construction of the Transportation Project through the end of the period covered by the applicable Application for Payment. Each Application for Payment from the Company shall include a breakdown of amounts paid by or on behalf of the Company for the Transportation Project including line item breakdowns of any amounts that are ineligible for funding under the EDTF Agreement. Each Application for Payment shall include:

(a) a statement, certified by the Company's engineer, that the amounts set forth on the Application for Payment have actually been incurred by or on behalf of the Company for work performed to date in the construction of the Transportation Project; and

(b) interim lien waivers signed by the Company and/or its contractor, releasing and waiving all liens or claims of lien for the Transportation Project to date (which waivers may be conditioned upon receipt of the payments in accordance with Section 713.20(4), Florida Statutes), except that the final Application for Payment shall include a final lien waiver for the Transportation Project signed by the Company and/or its contractor releasing and waiving all liens or claims of liens for the Transportation Project. The final Application for Payment shall be accompanied by a certification by the Company's engineer that the Transportation Project has been completed in accordance with the terms and conditions of this Agreement and the EDTF Agreement. The final Application for Payment shall be made within ninety (90) days of successful completion of the Transportation Project, as determined under the EDTF Agreement.

6.4 Company shall engage the services of an engineering firm to design and oversee construction inspection services of the Transportation Project in accordance with the published design standards of the City and approved by the City's Director of Public Works, and otherwise in accordance with the EDTF Agreement.

6.5 Company shall prepare the Transportation Project bid documents on a unit price basis, or in such other form as may be acceptable by the City's Department of Public Works and as required by the EDTF Agreement, with the public road components clearly delineated for purposes of establishing costs incurred on each component of the Transportation Project as

construction of the Transportation Project progresses and the Application for Payment forms are submitted to the City for payment. Company shall review the unit cost format of the bid with, and obtain approval from the Director of Public Works.

6.6 Company shall bid and award the construction of the Transportation Project to an FDOT prequalified contractor that is the lowest responsive responsible bidder, and otherwise in accordance with applicable state and federal statutes, rules and regulations and in accordance with the requirements of the EDTF Agreement. Company shall, or shall require its Developer to, submit a copy of the bid tally sheet and awarded bid contract to the Director of Public Works for review. At the Company's request, City shall assist, at no external cost to City, Company in the administration of the bid process to assist Company with its obligations to comply with the requirements contained in the EDTF Agreement regarding bidding and all applicable state and federal statutes, rules and regulations.

6.7 City shall disburse the RI Grant to the Company in accordance with the terms and conditions of the EDA.

ARTICLE VII

CONSTRUCTION AND OPERATION MANAGEMENT

7.1 Except as otherwise expressly provided herein or as required by the EDTF Agreement, Company 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 Transportation Project, provided that the same shall, in any event, conform and comply with the terms and conditions of the EDTF Agreement and this Agreement, and all applicable federal, state, local laws, ordinances and regulations (including without limitation, applicable zoning, subdivision, building and fire codes). Company's discretion, control and authority with respect thereto shall include, without limitation, the following matters:

- (a) causing the construction and design of the Transportation Project, subject to the express terms and conditions of this Agreement and the EDTF Agreement;
- (b) causing the selection, approval, hiring and discharge of engineers, architects, contractors, subcontractors, professionals and other third parties on such terms and conditions as Company deems appropriate; and
- (c) causing the negotiation and execution of contracts, agreements, easements and other documents with third parties, in form and substance satisfactory to Company.

ARTICLE VIII

REPORTING

8.1 Once the construction of the Transportation Project commences, Company shall, or cause its Developer to, provide the City with the information required in its quarterly progress reports to the Director of Public Works (the "Progress Reports"), attached hereto as **Exhibit E**.

8.2 The Progress Report obligation hereunder shall continue until completion of the Transportation Project. Completion of the Transportation Project shall be deemed to have occurred upon submission of the certificate to FDOT required pursuant to Section 7.0(i) in the EDTF Agreement upon completion of the Transportation Project.

8.3 Company shall, or shall cause its Developer to, provide the City, upon reasonable notice given to Company, with additional information and documentation reasonably requested by City, as may be required, related to or concerning the Transportation Project and as necessary to comply with the EDTF Agreement.

ARTICLE IX

DEFAULT AND REMEDIES

9.1 A “default” shall consist of the breach of any covenant, agreement, representation, provision, or warranty entered into relating to the Transportation Project, this Agreement, or the applicable terms and conditions of the EDTF Agreement that is not timely cured, as allowed under the EDTF Agreement or this Agreement. In the event of a default, the non-defaulting party may, at any time or from time to time, proceed to protect and enforce all rights available to it under this Agreement, by suit in equity, action at law or by any other appropriate proceeding whether for specific performance of any covenant or agreement contained in this Agreement, or damages, or other relief, or proceed to take any action authorized or permitted under applicable laws or regulations. Notwithstanding anything herein to the contrary, the non-defaulting party shall not act upon a default until it has given the defaulting party written notice of the default and has provided the defaulting party with thirty (30) days within which to cure the default or initiate curative action provided that the defaulting party diligently and continuously pursues such curative actions. Prior to initiating any litigation arising out of the enforcement of the terms of this Agreement, the parties agree to use their best good faith efforts to mediate any dispute between the parties hereunder. Notwithstanding any provisions in this Agreement to the contrary, City shall have no financial liability to Company whatsoever in connection with this Agreement or the EDTF Agreement, or in the event the EDTF Agreement is terminated by FDOT unless the EDTF Agreement is terminated solely because of a default caused solely by the City thereunder. For purposes of clarity, if Company fails to comply with its obligations in connection with this Agreement, and such action or inaction causes a City default under the EDTF Agreement that leads to termination of the EDTF Agreement by the FDOT, the City shall have no liability to Company therefor. Notwithstanding any other provision herein to the contrary, independent of any Company default hereunder, provided Company completes the Transportation Project in accordance with all applicable laws and in accordance with this Agreement and the EDTF Agreement, Company shall remain eligible for the City RI Grant in accordance with its terms.

ARTICLE X

INDEMNIFICATION AND INSURANCE OF COMPANY

Indemnification. Company shall hold harmless, indemnify, and defend the City of Jacksonville and City’s members, officers, officials, employees and agents (collectively the

“Indemnified Parties”) from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties’ performance of the Contract, operations, services or work performed hereunder; and

2. Violation of Laws Liability, arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules or regulations, by the Indemnifying Parties or those under their control; and

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

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

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

The indemnity obligations of the Indemnifying Parties described above shall not, however, include claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature (including, but not limited to, court, investigation and defense costs, and reasonable expert and attorney’s fees), which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties in connection with the

Transportation Project, the EDTF Agreement or this Agreement to the extent that they arise from the sole negligence or fault of the Indemnified Parties.

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.

Company's contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless FDOT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees.

The Company's indemnifications hereunder shall survive the expiration or earlier termination of this Agreement.

Insurance Requirements.

Company shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$1,000,000 per person and \$5,000,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Company must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the FDOT's Standard Specifications for Road and Bridge Construction (2010), as amended.

Company shall also carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

The City and its officials, officers, employees and agents shall be endorsed as an additional insured under the Commercial General Liability coverage. Anything to the contrary notwithstanding, the liability of Company under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

ARTICLE XI

TERMINATION

11.1 In the event FDOT terminates the EDTF Agreement as a result of a noncompliance thereunder or hereunder by Company or Developer that is not timely cured, City may terminate this Agreement immediately upon written notice to Company. In such an event, Company shall return the EDTF Grant funds as set forth and required of the City under the

EDTF Agreement, and the City shall thereafter have no further obligation to disburse any remaining portion of the RI Grant to Company.

ARTICLE XII

AUDIT AND RECORDS REQUIREMENTS

The Company agrees:

12.1 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.

12.2 To retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement and the EDTF Agreement for a period of six (6) years after completion of the date of final payment by the City under this Agreement. 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.

12.3 Upon reasonable demand, to provide such documentation to the City and facilitate the duplication and transfer of any records or documents during the required retention period, the reasonable expenses for which shall be paid by the City.

12.4 To otherwise submit to and comply with the audit and record keeping requirements of the EDTF Agreement in connection with the Transportation Project.

ARTICLE XIII

GENERAL PROVISIONS

13.1 Company agrees that the grant of public funds pursuant to this Agreement is subject to the approval of Council and shall be in accordance with the terms of this Agreement and the EDTF Agreement and the EDA.

13.2 This Agreement shall be binding on the parties hereto and their respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement. Company shall not assign or transfer its interest in this Agreement without the prior written consent of the City which consent shall not be unreasonably withheld; provided, however, that nothing herein shall be construed to limit Company's ability to assign its obligations hereunder to others for construction of the Transportation Project.

13.3 Neither party shall be held liable for failure to comply with any of the terms of this Agreement when such failure has been caused by fire, labor dispute, strike, war, insurrection, government restrictions, force majeure, or act of God beyond the control and

without the fault on the part of the party involved, provided such party uses due diligence to remedy such default.

13.4 No waiver by either party at any time of any of the terms, conditions, covenants, agreements herein or of any default, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof.

13.5 This Agreement constitutes the entire agreement between the City and the Company with respect to the Transportation Project. No change in, modification of or supplement to this Agreement shall be valid or enforceable unless it is enacted in writing and signed by the duly authorized representatives of the City and Company.

13.6 The use of the singular in this Agreement shall include the plural and the pronouns shall be considered as masculine, feminine or neuter in gender wherever the context so requires.

ARTICLE XIV

INTEREST OF OFFICERS OR EMPLOYEES OF COMPANY, MEMBERS OF LOCAL GOVERNING BODY, OF OTHER PUBLIC OFFICIAL

14.1 No officer or employee of Company, no member of the governing body of the locality in which the Transportation Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Transportation Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the portion of the Transportation Project funded under this Agreement. Company shall incorporate or cause to be incorporated in all such contracts or subcontracts involved with this Transportation Project a provision prohibiting such interest pursuant to the purposes of this section.

ARTICLE XV

CIVIL RIGHTS

15.1 During the construction of and with respect to the Transportation Project, Company agrees to, and agrees to cause the Developer 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, Section 287.134(2)(a), Florida Statutes, and the anti-discrimination provisions of Chapter 126, Part 4, of the City Ordinance Code, and further agrees that in its construction of the Transportation Project under this Agreement, it will not discriminate against anyone on the basis of race, color, age, disability, sex or national origin.

ARTICLE XVI

**NOTICES, DEMANDS AND COMMUNICATIONS
BETWEEN THE PARTIES**

Notices, demands and communications between the parties shall be given by depositing the same in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Notices, demands and communications to the City:

City of Jacksonville
Office of the Mayor
City Hall
117 W. Duval Street
Jacksonville, FL 32202
Attention: Mayor

With copies to:

Office of General Counsel
City of Jacksonville
City Hall
117 W. Duval Street
Jacksonville, FL 32202
Attention: Corporation Secretary

Office of Economic Development:

117 W. Duval Street
Jacksonville, FL 32202
Attention: Executive Director

Notices, demands and communications to Company:

REL P Duval, LLC
c/o USAA Real Estate Company
9830 Colonnade Blvd., Suite 600
San Antonio, TX 78230-2239
Attn: Lange Allen

With a copy to:

Hill Ward Henderson
101 E. Kennedy Blvd., Suite 3700
Tampa, FL 33602
Attn: Morris Massey

Notices, demands and communications to the Developer:

Seefried Industrial Properties, Inc.
3333 Riverwood Parkway SE, Suite 200
Atlanta, GA 30339
Attn: Joseph Scarborough

ARTICLE XVII

MISCELLANEOUS

12.1 No Third Party Beneficiaries. The parties hereto do not intend the benefits of this Agreement to inure to any third party except for (i) Indemnified Parties, and (ii) Amazon.com.dedc, LLC, and only if Amazon.com.dedc elects to perform Company's obligations hereunder. Notwithstanding anything contained herein, any other Project Document, or any conduct or course of conduct by any of the parties hereto, this Agreement shall not be construed as creating any rights, claims, or causes of action against the City, or any of its officers, agents, or employees, in favor of any contractor, subcontractor, supplier of labor, materials or services, or any of their respective creditors, or any other person or entity.

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

ATTEST:

CITY OF JACKSONVILLE

By _____
James R. McCain, Jr.
Corporation Secretary

By _____
Lenny Curry
Mayor

ATTEST:

REL P DUVAL, LLC,
a Delaware limited liability company

(Typed or Printed Name)
Its _____
(Title)

By: _____

(Typed or Printed Name)
Its: _____
(Title)

IN COMPLIANCE WITH the Charter of the City of Jacksonville, I do certify that there is or will be an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement in accordance with the terms and conditions thereof and that provision has been made for the payment of the monies provided therein to be paid.

Director of Finance

Form Approved:

By: _____
Office of General Counsel

G:\Gov't Operations\JSawyer\OED_Development Agreements\Project Rex\Company EDTF Distribution Agreement\Post Filing\City - Relp Disbursement Agreement v7 with RM indemn.doc

EXHIBITS

- EXHIBIT A - EDTF APPLICATION
- EXHIBIT B - EDTF AGREEMENT
- EXHIBIT C - PERFORMANCE BOND/PAYMENT BOND
- EXHIBIT D - APPLICATION FOR PAYMENT FORM
- EXHIBIT E - PROGRESS REPORT FORM

EXHIBIT A
EDTF APPLICATION

EXHIBIT B
EDTF AGREEMENT

EXHIBIT C

PERFORMANCE BOND

CONTRACT NUMBER _____

(Contract Number to be inserted by the City of Jacksonville)

BOND NUMBER _____

(Bond Number to be inserted by the Surety)

PERFORMANCE BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: _____

Principal Business Address: _____

Telephone: (____) _____

As to the Surety:

Name:

Principal Business Address:

Telephone: (____)

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, Jacksonville, Florida 32202

Telephone: (904) 255-7575

Description of project including address and description of improvements:

CITY OF JACKSONVILLE, FLORIDA
PERFORMANCE BOND
REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that _____, as Principal, (hereinafter the “Contractor”), and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter the “Surety”), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter called “City”), in the sum of _____ USD (\$_____), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number _____ (to be inserted by the City) (the “Contract”), dated as of the ____ day of _____, 2016, for furnishing all labor, equipment and materials, and for performing all operations necessary for _____ (brief project description), including, but not limited to, _____ (more detailed description of project) , and performing other construction work as specified in the Contract Documents (hereinafter referred to as the “Project”), all in strict accordance with plans and specifications and other Contract Documents prepared by the City of Jacksonville Department of Public Works, _____ Division, Bid numbered _____, Bid Date _____, entitled _____, and any advertisement for bids for said work and the drawings,

plans and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall: **(1)** provide the City with a certified copy of the recorded bond before commencing the work or before recommencing the work after a default or abandonment; and **(2)** promptly and faithfully perform the construction work and other work in the time and manner prescribed in said Contract, which is made a part of this Bond, by reference, in strict compliance with the Contract requirements; and **(3)** perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and **(4)** pay the City all losses, delay and disruption damages and all other damages, expenses, costs, statutory attorney's fees, including appellate proceedings, that the City sustains because of a default by Contractor under the Contract, then this Bond shall be void; otherwise, it shall remain in full force and effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by the City, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

PROVIDED further, that whenever Contractor shall be declared by the City to be in default under the Contract, the City having performed the City's obligations thereunder, the Surety shall, at the City's sole option, take one (1) of the following actions:

- (1)** Within a reasonable time, but in no event later than thirty (30) days after the

City's written notice of termination for default, arrange for Contractor with the City's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay the City all losses, delay and disruption damages and all other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that the City sustains because of a default by the Contractor under the Contract; or

- (2) (A) Within a reasonable time, but in no event later than sixty (60) days after the City's written notice of termination for default, award a contract to a completion contractor and issue notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions and, upon determination by Surety of the lowest responsible qualified bidder, award a contract; (B) alternatively, the City may elect to have the Surety determine jointly with the City the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and the City, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price" as used in this Bond shall mean the total amount payable by the City to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by the City to Contractor; (C) either way, the Surety shall pay the City all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees, including appellate proceedings, that the City sustains because of

a default by Contractor under the Contract; or

- (3) Within a reasonable time, but in no event later than thirty (30) days from City's notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to the City and tender payment to the City of any amount necessary in order for the City to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save the City harmless on account of all claims and damages arising from the Contractor's default under the Contract, and pay the City for all losses, delay and disruption damages and other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that the City sustains because of a default of the Contractor under the Contract.

PROVIDED further, the Surety shall indemnify and save the City harmless from any and all claims and damages arising from the Contractor's default under the Contract, including, but not limited to, contractual damages, expenses, costs, injury, negligent or intentional default, patent infringement and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from the City a certificate of final completion under the Contract.

PROVIDED further, that during any interim period after the City has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable

to the City, Surety shall be responsible for securing and protecting the work site, including, but not limited to, the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

PROVIDED further, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

[Remainder of page intentionally left blank. Signature page follows immediately.]

SIGNED AND SEALED this ____ day of _____, 2016.

ATTEST: _____ **(Contractor)**

Signature

Signature

Type/Print Name

Type/Print Name

Title

Title
AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

By _____
Its

AS SURETY

Name of Agent: _____

Address: _____

Note: Date of Bond Must Not Be Prior to Date of Contract

Form Approved:

Office of General Counsel

CONTRACT NUMBER _____
(Contract Number to be inserted by the City of Jacksonville)

BOND NUMBER _____
(Bond Number to be inserted by the Surety)

PAYMENT BOND
REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: _____

Principal Business Address: _____

Telephone: _____

As to the Surety:

Name:

Principal Business Address:

Telephone: ()

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, Jacksonville, Florida 32202

Telephone: (904) 255-7575

Description of project including address and description of improvements:

CITY OF JACKSONVILLE, FLORIDA

PAYMENT BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that _____, as Principal, (hereinafter the “Contractor”), and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to conduct and carry on a general surety business in the State of Florida as Surety (hereinafter the “Surety”) are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter the “City”), in the sum of _____ USD (\$_____), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number _____ (to be inserted by the City) (the “Contract”), dated as of the ____ day of _____, 2016, for furnishing all labor, equipment and materials, and for performing all operations necessary for _____, including, but not limited to, _____ (describe project detail); and, performing other construction work as specified in the Contract Documents (hereinafter referred to as the “Project”), all in strict accordance with plans and specifications and other Contract Documents prepared by the City of Jacksonville Department of Public Works, _____ Division, Bid numbered _____, Bid Date _____, entitled _____, and any advertisement for bids for said work and the

drawings, plans and specifications for said work and requirements of the City's request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the said Principal:

(1) Provides to the City a certified copy of the recorded bond prior to commencing the work, or before recommencing the work after a default or abandonment, in accordance with Section 255.05(1)(b), Florida Statutes; and

(2) Promptly makes payments to all claimants, as defined in Sections 255.05(1) and 713.01, Florida Statutes, supplying Principal with labor, materials or supplies that are consumed or used directly or indirectly by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work, and including any authorized extensions or modifications of such Contract; and

(3) Defends, indemnifies and saves the City harmless from claims, demands, liens, or suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials or equipment furnished for use in the performance of the Contract, provided the City has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by the City to pay the Principal as required by the Contract; and

(4) Pays the City all losses, damages, expenses, costs and attorney's fees, including those incurred in appellate proceedings, that the City sustains because of the Principal's failure to promptly make payments to all claimants as provided above, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, in accordance with the statutes and the laws of the State of Florida and, specifically, Section 255.05, Florida Statutes.

PROVIDED, no suit or action for labor, materials or supplies shall be instituted hereunder against the Principal or the Surety unless a claimant provides to each of them, both of the proper notices in accordance with the requirements of Section 255.05(2), Florida Statutes. Both notices must be given in order to institute such suit or action.

PROVIDED further, an action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies in accordance with the requirements of Section 255.05(10), Florida Statutes.

PROVIDED further, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, provided that such action must be subject to and in accordance with the conditions set forth in Section 255.05(10), Florida Statutes.

PROVIDED further, that the said Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____, 2016.

ATTEST:

Signature

Signature

Type/Print Name

Type/Print Name

Title

Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

By: _____

Its: _____

AS SURETY

Name of Agent: _____

Address: _____

Form Approved:

Office of General Counsel

Note: Date of Bond Must Not Be Prior to Date of Contract

EXHIBIT D

APPLICATION FOR PAYMENT FORM

EXHIBIT E
PROGRESS REPORT FORM

AMENDMENT ONE TO ECONOMIC DEVELOPMENT AGREEMENT

This **FIRST AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT** (this “Amendment”) is made this ___ day of _____, 2016 (the “Effective Date”), by and among the **CITY OF JACKSONVILLE**, a municipal corporation and a political subdivision of the State of Florida (the “City”), **AMAZON.COM.DEDC LLC**, a Delaware limited liability company (the “Company”), and **REL P DUVAL, LLC**, a Florida limited liability company (“Relp”). All capitalized terms not otherwise defined herein shall have the meaning as set forth in the EDA, as defined below.

RECITALS:

WHEREAS, the City and Company have previously entered into that Economic Development Agreement (the “EDA”), as authorized by Resolution 2016-285-A, to support the creation of the Company’s operations in Jacksonville, and providing certain incentives in connection with the construction of a distribution center (the “Project”), as further detailed in the EDA; and

WHEREAS, the EDA, in part, authorized a City road infrastructure grant (the “RI Grant”) in a maximum amount of up to \$2,500,000, to be used by Company in connection with the road construction and realignment of Pecan Park Road as necessary for the Project (the “Road Improvements”); and

WHEREAS, Relp, on behalf of the Company, is overseeing the management and construction of the Project and Road Improvements, and Company has requested that City disburse the RI Grant directly to Relp, rather than to the Company, pursuant to the EDA; and

WHEREAS, the City has received an Economic Development Transportation Project Fund Grant in the amount of \$2,800,000 (the “EDTPF Grant”) to be applied toward the cost of the Road Improvements, pursuant to an Economic Development Transportation Fund Agreement (the “EDTPF Agreement”) being entered into concurrently herewith between the City and the State of Florida Department of Transportation (“FDOT”); and

WHEREAS, pursuant to the EDTPF Agreement, the City must make reimbursement payments to Relp for the actual, documented and approved costs of the Road Improvements, and thereafter the City will request on a monthly basis reimbursement from the FDOT until the EDTPF Grant funds are exhausted, and City desires to use the RI Grant as the source of the City funds to be disbursed to Relp in connection with the EDTPF Agreement, with reimbursement to the City from FDOT pursuant to the EDTPF Agreement; and

WHEREAS, Company and Relp desire to amend the description of the Road Project to ensure that all eligible costs (including the costs in connection with the hiring of a Consultant Construction Engineering Inspection (“CCEI”) firm to perform certain construction oversight services as required by the EDTPF Agreement), are clearly defined and accounted for under the EDTPF Agreement and the EDA; and

WHEREAS, the parties wish to amend the EDA to: (i) authorize the use of the RI Grant funds as the source of City funds for the City payments to Relp in accordance with the EDTPF Agreement; (ii) authorize payment of the RI Grant directly to Relp, rather than to Company; (iii) authorize use of the RI Grant to pay for the cost of the CCEI services as required by the EDTPF Agreement; and (iv) replace Exhibit B of the EDA regarding the scope of the Road Improvements with Exhibit B-1 attached hereto;

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledge, City and Company hereby covenant and agree as follows:

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

2. Revisions to Paragraph 5.1 of EDA. Paragraph 5.1 of the EDA regarding the City Road Infrastructure Grant is hereby deleted in its entirety and replaced with the following language:

“5.1 City Road Infrastructure Grant; Amount.

The City shall make a Road Infrastructure Grant (the “RI Grant”) in an amount up to 50% of the actual, documented costs of the Company, its Developer, or any other party, in connection with road construction and realignment of Pecan Park Road and Duval Road as necessary for the Project (the “Road Improvements”), in a maximum amount of up to \$2,500,000. The Road Project is described generally in Exhibit B attached hereto and incorporated herein by this reference. As between the City and the Company, the Company (or its Developer, as directed by the Company) shall be responsible for all costs of the Road Improvements in excess of the RI Grant actually paid to the Company.

Prior to commencement of the Road Improvements, the Company (or its Developer, as directed by the Company) shall provide the City with final design, plans, and specifications for the Road Improvements in accordance with Section 5.4 of this Agreement. The Company (or its Developer) must provide detailed reports on total direct project costs, balance of any unexpended project funds, and the actual amount of Company’s (or the Developer’s) capital investment in the Road Improvements. Relp Duval, LLC, a Florida limited liability company (“Relp”) shall invoice the City for the actual costs incurred upon substantial completion of the Road Improvements, which must be completed no later than December 31, 2019. The invoice shall be submitted by Relp to the City in detail sufficient for a proper pre-audit and post audit thereof in accordance with Section 12.19 of this Agreement, and must provide complete documentation, including a copy of the Developer’s or contractor’s invoice(s), to substantiate the cost of the invoice. The City shall then pay the RI Grant to Relp based upon such invoice(s).”

3. Revisions to Paragraph 5.3 of EDA. Paragraph 5.3 of the EDA regarding the City RI and EDTPF Grant distribution agreements is hereby deleted in its entirety and replaced with the following language:

“5.3 City RI and EDTPF Grant Distribution Agreement with Relp:

In the event the City receives an EDTPF Grant in connection with this Agreement, City and Relp agree to enter into good faith negotiations with a goal of entering into a separate agreement (the “Distribution Agreement”) regarding the terms, conditions, limitations and uses of the RI Grant and the EDTPF Grant. The Distribution Agreement shall cap the City’s maximum contribution to the Road Improvements at an up to amount of \$2,800,000, and be subject to the applicable requirements of the EDTPF Agreement. The Distribution Agreement also shall, at a minimum, set forth the scope of work to be undertaken by the Company, the reporting and documentation requirements of the Company as preconditions to reimbursement, payment and performance bonds as may be required pursuant to the EDTPF Grant, and such other terms and conditions as approved by the Office of Economic Development and the Office of General Counsel. The Mayor, or his designee, and the Corporation Secretary are hereby authorized to execute and enter into on behalf of the City the Distribution Agreement, consistent with this Article 5. In the event the City and Company are unable to reach agreement upon and enter into the Distribution Agreement, the City shall have no obligation to disburse the EDTPF Grant.

The City shall use portions of the RI Grant as necessary to make periodic payments on a reimbursement basis to Relp for eligible road improvements costs in accordance with the Disbursement Agreement and EDTPF Agreement, with the City thereafter seeking reimbursement of such payments from the FDOT pursuant to the EDTPF Agreement. In the event that FDOT does not reimburse the City for any payments made by City to Relp for which City seeks reimbursement under the EDTPF Agreement, then Relp shall reimburse City in full for such amounts within thirty (30) days of written request to Relp from the City.”

4. Substitution of Exhibit B Regarding Road Improvements. Exhibit B of the EDA regarding the scope of the Roadway Improvements is hereby deleted in its entirety and replaced with Exhibit B-1 attached hereto and incorporated herein by this reference.

5. Assumption of Obligations by Relp. By execution hereof, Relp hereby expressly assumes, confirms and agrees to perform, comply with and observe all of the covenants, agreements, terms, conditions, obligations, duties and liabilities under the EDA in connection with the RI Grant, together with all future obligations of any kind whatsoever related thereto as and when due to be paid and performed.

6. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterparts to this Amendment may be sent by pdf or other electronic form and shall be acceptable and binding for all purposes.

SAVE AND EXCEPT as expressly amended by this instrument, the provisions, terms and conditions in said EDA shall remain unchanged and shall continue in full force and effect.

[Remainder of page left blank intentionally; signatures on following page.]

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

ATTEST:

CITY OF JACKSONVILLE

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

By: _____
Lenny Curry, Mayor

WITNESS:

Amazon.com.dedc LLC, a Delaware limited liability company

Print Name: _____

Print Name: _____

By: _____
Name: _____
Its: _____
Date: _____

WITNESS:

RELPUVAL, LLC, a Florida limited liability company

Print Name: _____

Print Name: _____

By: _____
Name: _____
Its: _____
Date: _____

FORM APPROVED:

Office of the General Counsel

G:\Gov't Operations\JSawyer\OED_Development Agreements\Project Rex\EDA\Amendment 1\Am. 1 to EDA Amazon.doc

Exhibit B-1
Road Improvements

(see 4 pages following; all costs shown thereon are estimates only)

**OVERALL ROADWAY COST SUMMARY
DUVAL COUNTY, FL
OPINION OF PROBABLE COST**

	7-Sep-16	I-295 Ramp	Duval Rd	Pecan Park Rd
DEMOLITION				
1	CLEARING AND GRUBBING	\$ 15,862.00	\$ 2,832.50	\$ 118,965.00
2	REMOVAL OF CONC TRAFFIC SEPARATOR	\$ -	\$ 58,321.40	\$ -
		\$ 15,862.00	\$ 61,153.90	\$ 118,965.00
PAVING				
3	3" SUPERPAVE ASPHALTIC CONC	\$ 23,780.00	\$ 103,320.00	\$ 366,704.00
4	0.75" ASPH CONC FRICTION COURSE	\$ 5,901.50	\$ 25,641.00	\$ 91,005.20
5	8" LIMEROCK BASE	\$ 20,851.00	\$ 90,594.00	\$ 321,536.80
6	12" STABILIZED SUBGRADE	\$ 5,292.50	\$ 22,995.00	\$ 81,614.00
7	MATERIALS TESTING	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
		\$ 105,825.00	\$ 292,550.00	\$ 910,860.00
CONCRETE WORK				
8	4" THICK CONC. 12' WIDE MULTIUSE PATH	\$ -	\$ -	\$ 128,687.13
9	4" THICK SIDEWALK	\$ -	\$ 772.20	\$ -
10	DETECTABLE WARNING PANEL	\$ -	\$ 1,960.00	\$ 1,680.00
11	TYPE F CURB AND GUTTER	\$ -	\$ 6,145.74	\$ 165,324.00
12	TRAFFIC SEP CONC-TYPE IV	\$ -	\$ 35,577.00	\$ -
		\$ -	\$ 44,454.94	\$ 295,691.13
SIGNAGE AND PAVEMENT MARKINGS				
13	6" YELLOW STRIPE	\$ -	\$ 466.87	\$ 1,344.59
14	6" WHITE STRIPE	\$ 276.88	\$ 1,467.47	\$ 1,984.32
15	24" THERMOPLASTIC STOP BAR	\$ 123.84	\$ 141.90	\$ 175.44
16	12" WHITE PAINT (CROSSWALK)	\$ -	\$ 600.00	\$ 270.75
17	TURN ARROW	\$ 1,008.00	\$ 2,604.00	\$ 2,352.00
18	30" SIGN AND POST	\$ 984.00	\$ 3,280.00	\$ 3,280.00
		\$ 2,392.72	\$ 8,560.24	\$ 9,407.10
DRAINAGE AND EARTHWORK				
19	FILL	\$ 10,894.20	\$ -	\$ 430,890.00
20	EXCAVATION	\$ 11,254.32	\$ -	\$ 139,986.00
21	15" REINFORCED CONCRETE PIPE	\$ -	\$ -	\$ 19,327.00
22	18" REINFORCED CONCRETE PIPE	\$ -	\$ -	\$ 33,715.60
23	24" REINFORCED CONCRETE PIPE	\$ -	\$ -	\$ 46,759.60
24	30" REINFORCED CONCRETE PIPE	\$ -	\$ -	\$ 34,233.30
25	36" REINFORCED CONCRETE PIPE	\$ -	\$ -	\$ 63,399.34
26	42" REINFORCED CONCRETE PIPE	\$ -	\$ -	\$ 58,701.93
27	18" MITERED END SECTION	\$ -	\$ -	\$ 902.43
28	24" MITERED END SECTION	\$ -	\$ -	\$ 4,268.56
29	30" MITERED END SECTION	\$ -	\$ -	\$ 1,806.00
30	CURB INLETS	\$ -	\$ -	\$ 76,800.00
31	MANHOLE	\$ -	\$ -	\$ 16,400.00
32	CONTROL STRUCTURE	\$ -	\$ -	\$ 5,000.00
		\$ 22,148.52	\$ -	\$ 932,189.76
TRAFFIC SIGNALS				
33	TRAFFIC SIGNAL (MAIN DRIVEWAY)	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00
		\$ 250,000.00	\$ 250,000.00	\$ 250,000.00
UTILITIES				
34	UTILITY PIPE, FURNISH AND INSTALL (FIRE LINE)	\$ -	\$ -	\$ 61,890.00
35	LIGHT POLE RELOCATION	\$ -	\$ 33,594.00	\$ -
36	LIGHT POLES, F&I	\$ -	\$ -	\$ 153,600.00
37	RELOCATE EXISTING OVERHEAD ELEC. POLE	\$ 15,000.00	\$ -	\$ -
38	FIRE HYDRANTS	\$ -	\$ -	\$ 11,907.00
39	ELECTRICAL SERVICE WIRE	\$ -	\$ -	\$ 22,678.00
		\$ 15,000.00	\$ 33,594.00	\$ 250,075.00
EROSION AND SEDIMENT CONTROL				
40	SILT FENCING	\$ 4,389.00	\$ 5,082.00	\$ 9,240.00
41	SODDING	\$ 5,080.00	\$ 3,073.40	\$ 63,500.00
42	LANDSCAPING	\$ -	\$ 40,000.00	\$ 90,000.00
		\$ 9,469.00	\$ 48,155.40	\$ 162,740.00
	SUBTOTAL	\$ 420,697.24	\$ 738,468.48	\$ 2,929,927.99
	PERMIT FEES	\$ -	\$ 6,000.00	\$ 6,000.00
	5% INSPECTIONS	\$ 21,034.86	\$ 36,923.42	\$ 146,496.40
	5% MAINTENANCE OF TRAFFIC	\$ 21,034.86	\$ 36,923.42	\$ 25,375.00
	7% MOBILIZATION	\$ 29,448.81	\$ 51,692.79	\$ 205,094.96
	DESIGN FEES	\$ 156,500.00	\$ -	\$ 378,250.00
	TOTAL	\$ 648,715.77	\$ 870,008.13	\$ 3,691,144.34
	TOTAL W/ 10% CONTINGENCY	\$ 713,587.35	\$ 957,008.94	\$ 4,060,258.78
CONSTRUCTION COST TOTALS (PHASES 1 AND 2)				
	TOTAL CONSTRUCTION COST (PHASES 1 AND 2)	\$ -	\$ -	\$ 5,209,868.25
	TOTAL CONSTRUCTION COST W/ 10% CONTINGENCY (PHASES 1 AND 2)	\$ -	\$ -	\$ 5,730,855.07

**I-295 RAMP IMPROVEMENTS
DUVAL COUNTY, FL
OPINION OF PROBABLE COST**

7-Sep-16

Methodology

DEMOLITON						
1	CLEARING AND GRUBBING	AC	1.40	\$ 11,330.00	\$ 15,862.00	FDOT 6 Month Avg
					\$ 15,862.00	
PAVING						
2	3" SUPERPAVE ASPHALTIC CONC	SY	1,450	\$ 16.40	\$ 23,780.00	FDOT 6 Month Avg
3	0.75" ASPH CONC FRICTION COURSE	SY	1,450	\$ 4.07	\$ 5,901.50	FDOT 6 Month Avg
4	8" LIMEROCK BASE	SY	1,450	\$ 14.38	\$ 20,851.00	FDOT 6 Month Avg
5	12" STABILIZED SUBGRADE	SY	1,450	\$ 3.65	\$ 5,292.50	FDOT 6 Month Avg
6	MATERIALS TESTING	LS	1	\$ 50,000.00	\$ 50,000.00	FDOT 6 Month Avg
					\$ 105,825.00	
SIGNAGE AND PAVEMENT MARKINGS						
7	6" WHITE STRIPE	GM	0.30	\$ 922.94	\$ 276.88	FDOT 6 Month Avg
8	24" THERMOPLASTIC STOP BAR	LF	96	\$ 1.29	\$ 123.84	FDOT 6 Month Avg
9	TURN ARROW	EA	12	\$ 84.00	\$ 1,008.00	FDOT 6 Month Avg
10	30" SIGN AND POST	EA	3	\$ 328.00	\$ 984.00	FDOT 6 Month Avg
					\$ 2,392.72	
EARTHWORK						
11	FILL	CY	1,340	\$ 8.13	\$ 10,894.20	FDOT 6 Month Avg
12	EXCAVATION	CY	2,233	\$ 5.04	\$ 11,254.32	FDOT 6 Month Avg
					\$ 22,148.52	
TRAFFIC SIGNALS						
13	TRAFFIC SIGNAL INSTALLATION (4 MAST ARMS)	EA	1	\$ 250,000.00	\$ 250,000.00	Peters and Yaffee
					\$ 250,000.00	
UTILITES						
14	RELOCATE EXISTING OVERHEAD ELEC. POLE	EA	1	\$ 15,000.00	\$ 15,000.00	FDOT 6 Month Avg
					\$ 15,000.00	
EROSION AND SEDIMENT CONTROL						
15	SILT FENCING	LF	2,850	\$ 1.54	\$ 4,389.00	FDOT 6 Month Avg
16	SODDING	SY	2,000	\$ 2.54	\$ 5,080.00	FDOT 6 Month Avg
					\$ 9,469.00	
					SUBTOTAL \$ 420,697.24	
					CCEI INSPECTIONS \$ 21,034.86	Ellis & Associates
					5% MAINTENANCE OF TRAFFIC \$ 21,034.86	Previous Project Exp
					7% MOBILIZATION \$ 29,448.81	
					DESIGN FEES \$ 156,500.00	
					TOTAL \$ 648,715.77	
					TOTAL W/ 10% CONTINGENCY \$ 713,587.35	

DUVAL ROAD/INTERNATIONAL AIRPORT BLVD

DUVAL COUNTY, FL

OPINION OF PROBABLE COST

7-Sep-16

Methodology

DEMOLITON							
1	CLEARING AND GRUBBING	AC	0.25	\$	11,330.00	\$ 2,832.50	FDOT 6 Month Avg
2	REMOVAL OF CONC TRAFFIC SEPARATOR	SY	1,630	\$	35.78	\$ 58,321.40	FDOT 6 Month Avg
						\$ 61,153.90	
PAVING							
3	3" SUPERPAVE ASPHALTIC CONC	SY	6,300	\$	16.40	\$ 103,320.00	FDOT 6 Month Avg
4	0.75" ASPH CONC FRICTION COURSE	SY	6,300	\$	4.07	\$ 25,641.00	FDOT 6 Month Avg
5	8" LIMEROCK BASE	SY	6,300	\$	14.38	\$ 90,594.00	FDOT 6 Month Avg
5	12" STABILIZED SUBGRADE	SY	6,300	\$	3.65	\$ 22,995.00	FDOT 6 Month Avg
6	MATERIALS TESTING	LS	1	\$	50,000.00	\$ 50,000.00	Ellis & Associates
						\$ 292,550.00	
CONCRETE WORK							
7	4" THICK SIDEWALK	SY	20	\$	38.61	\$ 772.20	FDOT 6 Month Avg
8	DETECTABLE WARNING PANEL	EA	7	\$	280.00	\$ 1,960.00	FDOT 6 Month Avg
9	TYPE F CURB AND GUTTER	LF	342	\$	17.97	\$ 6,145.74	FDOT 6 Month Avg
10	TRAFFIC SEP CONC-TYPE IV	LF	900	\$	39.53	\$ 35,577.00	FDOT 6 Month Avg
						\$ 44,454.94	
SIGNAGE AND PAVEMENT MARKINGS							
11	6" YELLOW STRIPE	GM	0.50	\$	933.74	\$ 466.87	FDOT 6 Month Avg
12	6" WHITE STRIPE	GM	1.59	\$	922.94	\$ 1,467.47	FDOT 6 Month Avg
13	24" THERMOPLASTIC STOP BAR	LF	110	\$	1.29	\$ 141.90	FDOT 6 Month Avg
14	12" WHITE PAINT (CROSSWALK)	LF	800	\$	0.75	\$ 600.00	FDOT 6 Month Avg
15	TURN ARROW	EA	31	\$	84.00	\$ 2,604.00	FDOT 6 Month Avg
16	30" SIGN AND POST	EA	10	\$	328.00	\$ 3,280.00	FDOT 6 Month Avg
						\$ 8,560.24	
TRAFFIC SIGNALS							
17	TRAFFIC SIGNAL (MAIN DRIVEWAY)	EA	1	\$	250,000.00	\$ 250,000.00	Peters and Yaffee
						\$ 250,000.00	
UTILITIES							
18	LIGHT POLE RELOCATION	EA	11	\$	3,054.00	\$ 33,594.00	FDOT 6 Month Avg
						\$ 33,594.00	
EROSION AND SEDIMENT CONTROL							
19	SILT FENCING	LF	3,300	\$	1.54	\$ 5,082.00	FDOT 6 Month Avg
20	SODDING	SY	1,210	\$	2.54	\$ 3,073.40	FDOT 6 Month Avg
21	LANDSCAPING	LS	1	\$	40,000.00	\$ 40,000.00	Previous Project Exp
						\$ 48,155.40	
SUBTOTAL						\$ 738,468.48	
PERMIT FEES						\$ 6,000.00	
CCEI INSPECTIONS						\$ 36,923.42	Ellis & Associates
5% MAINTENANCE OF TRAFFIC						\$ 36,923.42	Previous Project Exp
7% MOBILIZATION						\$ 51,692.79	
DESIGN FEES (FEE INCLUDED W/ PECAN PARK RD ESTIMATE)						\$ -	
TOTAL						\$ 870,008.13	
TOTAL W/ 10% CONTINGENCY						\$ 957,008.94	

**PECAN PARK ROAD
DUVAL COUNTY, FL
OPINION OF PROBABLE COST**

7-Sep-16

Methodology

1	CLEARING AND GRUBBING	AC	10.50	\$	11,330.00	\$	118,965.00	FDOT 6 MONTH AVG	
						\$	118,965.00		
PAVING									
2	3" SUPERPAVE ASPHALTIC CONC	SY	22,360	\$	16.40	\$	366,704.00	FDOT 6 Month Avg	
3	0.75" ASPH CONC FRICTION COURSE	SY	22,360	\$	4.07	\$	91,005.20	FDOT 6 Month Avg	
4	8" LIMEROCK BASE	SY	22,360	\$	14.38	\$	321,536.80	FDOT 6 Month Avg	
5	12" STABILIZED SUBGRADE	SY	22,360	\$	3.65	\$	81,614.00	FDOT 6 Month Avg	
6	MATERIALS TESTING	LS	1	\$	50,000.00	\$	50,000.00	Ellis & Associates	
						\$	910,860.00		
CONCRETE WORK									
7	4" THICK CONC. 12' WIDE MULTIUSE PATH	SY	3,333	\$	38.61	\$	128,687.13	FDOT 6 Month Avg	
8	DETECTABLE WARNING PANEL	EA	6	\$	280.00	\$	1,680.00	FDOT 6 Month Avg	
9	TYPE F CURB AND GUTTER	LF	9,200	\$	17.97	\$	165,324.00	FDOT Master Pay Item List	
						\$	295,691.13		
SIGNAGE AND PAVEMENT MARKINGS									
10	6" YELLOW STRIPE	GM	1.44	\$	933.74	\$	1,344.59	FDOT 6 Month Avg	
11	6" WHITE STRIPE	GM	2.15	\$	922.94	\$	1,984.32	FDOT 6 Month Avg	
12	24" THERMOPLASTIC STOP BAR	LF	136	\$	1.29	\$	175.44	FDOT 6 Month Avg	
13	12" WHITE PAINT (CROSSWALK)	LF	361	\$	0.75	\$	270.75	FDOT 6 Month Avg	
14	TURN ARROW	EA	28	\$	84.00	\$	2,352.00	FDOT 6 Month Avg	
15	30" SIGN AND POST	EA	10	\$	328.00	\$	3,280.00	FDOT 6 Month Avg	
						\$	9,407.10		
DRAINAGE AND EARTHWORK									
16	FILL	CY	53,000	\$	8.13	\$	430,890.00	FDOT 6 Month Avg	
17	EXCAVATION	CY	27,775	\$	5.04	\$	139,986.00	FDOT 6 Month Avg	
18	15" REINFORCED CONCRETE PIPE	LF	308	\$	62.75	\$	19,327.00	FDOT Master Pay Item List	
19	18" REINFORCED CONCRETE PIPE	LF	620	\$	54.38	\$	33,715.60	FDOT Master Pay Item List	
20	24" REINFORCED CONCRETE PIPE	LF	580	\$	80.62	\$	46,759.60	FDOT Master Pay Item List	
21	30" REINFORCED CONCRETE PIPE	LF	409	\$	83.70	\$	34,233.30	FDOT 6 Month Avg	
22	36" REINFORCED CONCRETE PIPE	LF	586	\$	108.19	\$	63,399.34	FDOT 6 Month Avg	
23	42" REINFORCED CONCRETE PIPE	LF	443	\$	132.51	\$	58,701.93	FDOT Master Pay Item List	
24	18" MITERED END SECTION	EA	1	\$	902.43	\$	902.43	FDOT Master Pay Item List	
25	24" MITERED END SECTION	EA	4	\$	1,067.14	\$	4,268.56	FDOT Master Pay Item List	
26	30" MITERED END SECTION	EA	1	\$	1,806.00	\$	1,806.00	FDOT Master Pay Item List	
27	CURB INLETS	EA	16	\$	4,800.00	\$	76,800.00	MDG Previous Project Exp	
28	MANHOLE	EA	4	\$	4,100.00	\$	16,400.00	MDG Previous Project Exp	
29	CONTROL STRUCTURE	EA	1	\$	6,500.00	\$	5,000.00	MDG Previous Project Exp	
						\$	932,189.76		
TRAFFIC SIGNALS									
30	TRAFFIC SIGNAL (MAIN DRIVEWAY)	EA	1	\$	250,000.00	\$	250,000.00	Peters and Yaffee	
						\$	250,000.00		
UTILITIES									
31	UTILITY PIPE, FURNISH AND INSTALL (FIRE LINE)	LF	1,500	\$	41.26	\$	61,890.00	FDOT 6 Month Avg	
32	LIGHT POLES, F&I	EA	32	\$	4,800.00	\$	153,600.00	FDOT 6 Month Avg	
33	FIRE HYDRANTS	EA	3	\$	3,969.00	\$	11,907.00	FDOT 6 Month Avg	
34	ELECTRICAL SERVICE WIRE	LF	2,300	\$	9.86	\$	22,678.00	FDOT 6 Month Avg	
						\$	250,075.00		
EROSION AND SEDIMENT CONTROL									
35	SILT FENCING	LF	6,000	\$	1.54	\$	9,240.00	FDOT 6 Month Avg	
36	SODDING	SY	25,000	\$	2.54	\$	63,500.00	FDOT 6 Month Avg	
37	LANDSCAPING	LS	1	\$	90,000.00	\$	90,000.00	Previous Project Exp	
						\$	162,740.00		
							SUBTOTAL	\$ 2,929,927.99	
							PERMIT FEES	\$ 6,000.00	
							CCEI INSPECTIONS	\$ 146,496.40 Ellis & Associates	
							MAINTENANCE OF TRAFFIC	\$ 25,375.00 FDOT 6 Month Avg	
							7% MOBILIZATION	\$ 205,094.96	
							DESIGN FEES (PECAN PARK ROAD AND DUVAL ROAD)	\$ 378,250.00	
							TOTAL	\$ 3,691,144.34	
							TOTAL W/ 10% CONTINGENCY	\$ 4,060,258.78	

PROPERTY EXCHANGE AGREEMENT

THIS AGREEMENT (the "Agreement") is made this _____ day of _____, 2016 (the "Effective Date"), between RELP DUVAL, LLC, a Delaware limited liability company ("Relp"), whose address is _____, and the CITY OF JACKSONVILLE, a consolidated city and county corporation existing under the Constitution and the laws of the State of Florida ("City"), whose address is 117 W. Duval Street, Jacksonville, Florida 32202. In consideration of the mutual promises set out below, the parties agree as follows:

1. Property to be Exchanged. Relp agrees to convey to City all of its right, title and interest in that certain real property owned by Relp located in Duval County, Florida, more fully described in Exhibit A attached hereto and incorporated by reference herein ("Parcel One"). Parcel One includes all improvements, easements, appurtenances and hereditaments pertaining to such property. City agrees to convey all of its right, title and interest in that certain real property owned by City located in Duval County, Florida, more fully described in Exhibit B attached hereto and incorporated by reference herein and abandon the local roadway located thereon, including, without limitation, any existing utilities rights reserved therein ("Parcel Two"). Parcel Two includes all improvements, easements, appurtenances and hereditaments pertaining to such property.
2. Contingency to Relp's Obligation to Convey. Relp's obligation to convey Parcel One to City is contingent upon delivery to Relp of the Resolution authorizing the roadway abandonment as approved by the City Council of City in recordable form (the "Resolution") and a fully executed quit claim deed in recordable form, conveying Parcel Two to Relp.
3. Contingency to City's Obligation to Abandon. City's obligation to abandon the roadway is contingent upon delivery by Relp to City of a fully executed special warranty deed in recordable form, conveying Parcel One to City.

4. Valuation of Parcels. The parties hereto acknowledge that Parcel One and Parcel Two are of like kind and equal value. The conveyances made by the parties hereto shall be in consideration of each other on a value-for-value basis.

5. Environmental Site Assessment. City acknowledges and agrees that Relp shall, at Relp's sole cost and expense, cause an environmental site assessment that includes Parcel One to be certified in favor of City and to be delivered to City to determine the existence and extent, if any, of Hazardous Materials on Parcel One on or before fifteen (15) days after the Effective Date. Relp, may, at Relp's sole cost and expense, also obtain an environmental site assessment of Parcel Two to determine the existence and extent, if any, of Hazardous Materials on Parcel Two on or before fifteen (15) days after the Effective Date. For purposes of this Agreement, "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance that is regulated by any Environmental Law (as hereinafter defined). If the environmental site assessment provided for in Section 5 confirms the presence of Hazardous Materials on Parcel One and Relp declines to, at its sole cost and expense, promptly commence and diligently pursue any assessment, clean-up and monitoring of Parcel One necessary to bring Parcel One into full compliance with Environmental Law within ten (10) days after delivery of the environmental site assessment to the City, then the City, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. For purposes of this Agreement, "Environmental Law" means all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of

1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect. Upon completion of the road work by Relp on or affecting Parcel One as contemplated in the EDTF Agreement and Disbursement Agreement being executed on or about the date of this Agreement, Relp shall provide the City with an updated environmental assessment for Parcel One prepared at Relp's sole cost and expense. If the previously issued environmental assessment or the updated environmental assessment discloses that Hazardous Materials have been placed on or otherwise discovered in or on Parcel One, Relp shall be obligated hereunder to commence and diligently pursue any assessment, clean-up and monitoring of Parcel One necessary to bring Parcel One into full compliance with Environmental Law, with such obligation to survive the closing and delivery and recording of the deed described in Section 8 of this Agreement and City's possession of Parcel One, at Relp's sole cost and expense.

Relp's contractual obligation to bring Parcel One into compliance with Environmental Law as specified in this Section 5. shall not be construed to limit: (A) Relp's legal liability under any Environmental Law for Hazardous Materials located on Parcel One; (B) City's legal and equitable remedies against Relp or other responsible parties under any Environmental Law for Hazardous Materials located on Parcel One; or (C) Relp's legal or equitable remedies against any other responsible parties under any Environmental Law for Hazardous Materials located on Parcel One.

6. Survey. Relp shall obtain, at its sole cost and expense, and shall provide to the City current certified legal descriptions and sketches of Parcel One and Parcel Two, which have been prepared, signed and sealed by a professional surveyor and mapper licensed by the State of Florida.

7. Title Insurance. As provided in Section 8 below, Relp shall obtain and deliver to City, at Relp's cost and expense, a marketable title insurance commitment, together with legible copies of all documents noted therein ("Parcel One Title Commitment"), to be followed, at closing, by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions), insuring

marketable title to Parcel One for an amount equal to the value of Parcel One as shown in the most recent records of the Duval County/City Property Appraiser and subject to only those exceptions which are acceptable to the City as provided in Section 8, below. Relp may, at Relp's sole cost and expense, also obtain a marketable title insurance commitment evidencing marketable title to Parcel Two.

8. Defects in Title.

a. On or prior to the Effective Date, Relp shall deliver the Parcel One Title Commitment to the City, and the City will provide written notice to Relp of any objections that the City has with the Parcel One Title Commitment, on or before thirty (30) days after the Effective Date ("defects"). Relp shall, within ten (10) days after receipt of the list of defects from the City, notify the City whether Relp will undertake to cure any or all of the defects. If Relp declines to undertake to cure any or all of the defects, the City may elect, at its sole option, to terminate this Agreement or to accept title to Parcel One at closing subject to one or more of the defects which Relp has declined to cure within ten (10) days after delivery of said notice to the City by Relp. Provided that if the City does not terminate the Agreement as provided above, then within thirty (30) days after Relp completes the construction of the roadway improvements in, on or affecting Parcel One, Relp will obtain and deliver to the City, at Relp's cost and expense, an update to the Parcel One Title Commitment updating the date of the Parcel One Title Commitment and reflecting any new matters or encumbrances affecting title to Parcel One ("New Matters"). The City shall notify Relp if it objects to any of the New Matters shown in the update of the Parcel One Title Commitment on or before thirty (30) days after delivery of the update to the Parcel One Title Commitment by Relp to the City, and such New Matters to which the City timely objects shall also constitute "defects" under this Section 8. Relp agrees to use diligent effort to correct any defects that (A) were in the initial objections to title raised by the City on or before thirty (30) days after the receipt of the title commitment by City; or (B) any New Matters to which the City has timely objected in the update of the Parcel One Title Commitment, on or before closing, including the bringing of necessary suits. If Relp is unsuccessful in removing the title defects within said time, City shall have the option to either: (a) accept the title as it then is, (b) extend the amount of time

within which Relp may remove the defects in title, or (c) terminate this Agreement, thereupon releasing the parties hereto from all further obligations under this Agreement. If Relp fails to make a diligent effort to remove the title defects, Relp shall be in default and the provisions of Section 17 of this Agreement shall apply.

b. Within ten (10) days after Relp's receipt of the Parcel Two Commitment, Relp shall provide written notice to City of any defects which adversely affect marketable title to Parcel Two in Relp's reasonable discretion ("Relp's Defect Notice"). Within ten (10) days after receipt of Relp's Defect Notice, City shall provide written notice to Relp of City's election to cure or not cure any such defects. If City elects not to cure or is unsuccessful in curing such defects on or before closing, Relp shall have the option to either: (a) accept the title as it then is and proceed to closing in accordance with this Agreement, or (b) refuse to accept title to Parcel Two, with no further liability or obligation of City. Notwithstanding anything to the contrary set forth in this Agreement, it is expressly understood and agreed that City shall be under no obligation to bring any lawsuit or expend any sums of money to cure any defects objected to by Relp.

9. Interests Conveyed. At closing, Relp shall execute and deliver to City a special warranty deed in substantially the form of Exhibit C attached hereto and incorporated by reference herein conveying marketable title to Parcel One in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except those that are accepted by the City in accordance with Section 8 hereof. Unless Relp refused to accept title to Parcel Two per Section 8(b) above, at closing, City shall deliver to Relp the Resolution for Parcel Two and shall execute and deliver to Relp a quit claim deed in substantially the form of Exhibit D attached hereto and incorporated by reference free and clear of all liens.

10. Preparation of Closing Documents. Upon execution of this Agreement, Relp shall submit to City a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, Florida Statutes. Further, City and Relp shall each execute and deliver at closing a title, possession and lien affidavit, in the form of Exhibit E attached hereto and incorporated by reference herein and the FIRPTA Affidavit, in the form of Exhibit F attached hereto and incorporated by reference herein, and any other documents reasonably required by the

other party in order to effectuate the closing under this Agreement. City shall prepare City and Relp's closing statements for the Closing.

11. City's Review for Closing. City will approve or reject each item provided by Relp under Section 10 of this Agreement. Relp will have 10 days thereafter to remove and resubmit any rejected items. If Relp fails to timely deliver any item or City rejects any item after delivery, City may in its discretion extend the closing date.

12. Expenses. Relp will pay the documentary revenue stamp tax and all other taxes or costs associated with this transaction, including but not limited to advertising costs attendant to the abandonment of the roadway and any utilities rights, except as otherwise specified in this Agreement. Relp shall also pay the cost of recording the deeds required by Section 10 of this Agreement and any other recordable instruments that are deemed necessary to assure good and marketable title to Parcel One and Parcel Two.

13. Taxes and Assessments. At closing, Relp shall satisfy all real estate taxes and assessments of record that are or that may become a lien against Parcel One. If City acquires fee title to Parcel One between January 1 and November 1, Relp shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on Parcel One. If City acquires fee title to Parcel One on or after November 1, Relp shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

14. Closing Place and Date. The closing shall occur upon substantial completion of the roadway improvements to Pecan Park Road and as otherwise required by the EDTF Agreement, or earlier if required by the State of Florida Department of Transportation ("FDOT"), as described in and pursuant to that certain Economic Development Transportation Project Fund Agreement by and between FDOT and the City dated _____ (the "EDTF Agreement"). The actual date, time and place of closing shall determined by the City in its sole discretion, but shall occur

within 120 days of completion of the roadway improvements in accordance with the EDTF Agreement. Subject to the foregoing, the City will provide Relp with notice of the date, time and place of closing selected by the City at least thirty (30) days in advance of said closing. The parties also agree that the closing may be accomplished by way of an escrow wherein the closing documents and closing costs are held in escrow by a mutually agreed upon escrow agent including, without limitation, the title company selected by Relp to issue the title insurance commitments described in Sections 7 and 8 hereof.

15. Risk of Loss and Condition of Parcels. Except as hereinafter provided, each party assumes all risk of loss or damage to that party's parcel prior to the date of closing so that if between the date this Agreement is executed by the parties and the date of closing the condition of either parcel as it existed on the date this Agreement is altered by an act of God or other natural force beyond the control of the parties: (i) the City may, as to Parcel One, at its sole option, terminate this Agreement and neither party shall have any further obligations under this Agreement; and (ii) Relp may, as to Parcel Two, elect not to accept title to Parcel Two. Notwithstanding the foregoing provision, however, the parties acknowledge and agree that prior to closing, Relp shall be and is entitled to make improvements and changes to both Parcel One and Parcel Two in accordance with the final roadway plans for Pecan Park Road as approved by the City and FDOT and as more particularly described in the EDTF Agreement.

16. Right to Enter and Possession. Relp agrees that from the date this Agreement is executed by the parties, officers, attorneys and duly authorized agents of City, upon reasonable notice, shall have at all times the right and privilege of entering Parcel One for all lawful purposes in connection with the this Agreement. Relp shall deliver possession of Parcel One to City at closing. City agrees that from the date this Agreement is executed by the parties, officers, attorneys and duly authorized agents of Relp, upon reasonable notice, shall have at all times the right and privilege of entering Parcel Two for all lawful purposes in connection with this Agreement, including, without limitation, the removal of any and all roadway improvements and utilities located in Parcel Two. City shall deliver possession of Parcel Two to Relp at closing. The right of entry of Relp and the City prior to closing is further described in the EDTF Agreement and that certain Disbursement

Agreement dated _____, by and between the City and Relp (the “Disbursement Agreement”) , and nothing in this Agreement shall be construed as modifying said rights of the parties or hindering either party from complying with any and all requirements contained in either the EDTF Agreement or the Disbursement Agreement.

17. Default. If Relp defaults under this Agreement, City may waive the default and proceed to closing or seek specific performance, without waiving any action for damages or any other remedy permitted by law. A breach or default by Relp under the Disbursement Agreement or EDTF Agreement shall constitute a breach or default by Relp under this Agreement. If City defaults under this Agreement, Relp may, as its sole and exclusive remedies, waive the default and proceed to closing or seek specific performance. Relp expressly waives any action for damages or any other remedy permitted by law or in equity resulting from City's default.

18. Brokers. Relp warrants that it knows of no persons, firms, corporations or other entities entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in Section 10, and Relp shall indemnify and hold City harmless from any and all such claims, whether disclosed or undisclosed, claiming by and through Relp, solely. City warrants to Relp that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in Section 10.

19. Deleted.

20. Assignment. This Agreement may not be assigned without the prior written consent of the other party.

21. Time. Time is of essence with regard to all dates or times set forth in this Agreement. If the deadline and date of performance of any of the terms or provisions of this Agreement, including the

closing, falls on the weekend or legal holiday (including any holiday when City offices are closed), then the date of performance shall automatically extend to the next business day.

22. Severability. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in City's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

23. Successors in Interest. This Agreement shall bind and inure to the benefit of the parties and their respective heirs, legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.

24. Entire Agreement. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties.

25. Waiver. Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

26. Agreement Effective. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been approved by City of Jacksonville City Council and duly executed by all of the parties hereto.

27. Exhibits. Any exhibits attached hereto shall be deemed a part of this Agreement.

28. Notice. All notices, demands and requests which may be given or which are required to be given by either party to the other under this Agreement, and any exercise of a right of

termination provided by this Agreement, shall be in writing and shall be deemed effective when either: (i) personally delivered to the intended recipient; (ii) three (3) business days after having been sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the party to whom the notice was given; (iv) at noon of the business day next following after having been deposited into the custody of a nationally recognized overnight delivery service such as FedEx, addressed to such party at the address specified below; or (v) immediately if sent during regular business hours or at 8:30 a.m. local time on the next business day next following an after-hours, weekend or holiday notice sent by facsimile, telegram or telex, provided that receipt for such facsimile, telegram or telex is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. Any notice sent as required by this section and refused by recipient shall be deemed delivered as of the date of such refusal. For purposes of this Section 28, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to Relp: RELP Duval, LLC
c/o USAA Real Estate Company
9830 Colonnade Blvd., Suite 600
San Antonio, TX 78230-2239
Attn: Lange Allen

With a copy to: Hill Ward Henderson
101 E. Kennedy Blvd., Suite 3700
Tampa, Florida 33602
Attn: Morris C. Massey

If to City: City of Jacksonville
Office of Economic Development
117 W. Duval Street,

Jacksonville, Florida 32202

With a copy to: Office of General Counsel
117 West Duval St.
Suite 480
Jacksonville, FL 32202
Attention: John C. Sawyer, Jr., Esq.

29. Regulatory Authority. Nothing in this Agreement modifies or changes the regulatory authority of City with respect to Parcel Two.

30. No Sale or Encumbrance. So long as this Agreement is in effect, each of the City and Relp agree not to sell, mortgage, encumber, lease, lien or otherwise dispose of the parcel owned by it except to the other or as otherwise allowed or required under the EDTF Agreement and the Disbursement Agreement.

31. Except as expressly provided herein, each of Relp and City have each examined their respective parcel that it is acquiring and accepts it in its AS-IS/WHERE IS present physical condition and without any representations as to the suitability or fitness of such property for its intended purposes.

32. Relp and City each represent to the other that this Agreement has been duly approved, authorized and executed by both City and Relp and that the persons executing this Agreement have full power and authority to execute on behalf of and bind the party for whom they sign this Agreement.

33. Each of Relp and City represent to each other that neither party shall record this Agreement or notice thereof in the public records of Duval County, Florida, unless otherwise required by law.

REL P

REL P DUVAL, LLC, a Delaware limited liability company

Witness as to Relp

By: _____
Name: _____
Its: _____

Witness as to Relp

Date signed by Relp

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as _____ of Relp Duval, LLC, a Delaware limited liability company, on behalf of said company. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No: _____

My Commission Expires: _____

CITY

ATTEST:

CITY OF JACKSONVILLE

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

By: _____
Lenny Curry, Mayor
Date: _____

Form Approved:

Office of the General Counsel

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me on _____, 2016, by Lenny Curry, Mayor, and James R. McCain, Jr., Corporation Secretary, of the City of Jacksonville. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

EXHIBIT A
(Legal Description of Parcel One)

"PARCEL ONE" - TO BE CONVEYED TO THE CITY OF JACKSONVILLE
CONSISTING OF THE FOLLOWING PARCELS:

SWAP PARCEL "A-1" – TO CITY OF JACKSONVILLE

A PART OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 26 EAST, DUVAL COUNTY,
FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 35, SAID TOWNSHIP
AND RANGE; THENCE NORTH 89°18'48" EAST, ALONG THE NORTH LINE OF SAID
SECTION 35, 697.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH
89°18'48" EAST ALONG SAID NORTH LINE, 117.34 FEET TO A POINT ON THE
WESTERLY RIGHT OF WAY LINE OF PECAN PARK ROAD (A 60 FOOT RIGHT OF WAY
BY FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION
72150-1561, DATED 10-29-98); THENCE SOUTH 12°50'07" EAST ALONG SAID
WESTERLY RIGHT OF WAY LINE, 304.72 FEET TO A POINT ON A CURVE CONCAVE
NORTHEASTERLY HAVING A RADIUS OF 1085.00 FEET; THENCE NORTHWESTERLY,
LEAVING SAID WESTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID
CURVE AN ARC LENGTH OF 350.33 FEET; SAID ARC BEING SUBTENDE BY A CHORD
BEARING OF NORTH 32°02'09" WEST, AND A CHORD DISTANCE OF 348.81 FEET TO
THE POINT OF BEGINNING.

SWAP PARCEL "A-2" - TO CITY OF JACKSONVILLE

A PART OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 26 EAST, DUVAL COUNTY,
FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 35, SAID TOWNSHIP
AND RANGE; THENCE NORTH 89°18'48" EAST, ALONG THE NORTH LINE OF SAID
SECTION 35, 876.52 FEET TO ITS INTERSECTION WITH THE EASTERLY RIGHT OF
WAY LINE OF PECAN PARK ROAD (A 60 FOOT RIGHT OF WAY BY FLORIDA
DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 72150-1561,
DATED 10-29-98); THENCE SOUTH 12°50'07" EAST ALONG SAID EASTERLY RIGHT
OF WAY LINE, 12.51 FEET TO THE POINT OF BEGINNING; SAID POINT LYING ON A
CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 925.00 FEET; THENCE
SOUTHEASTERLY, LEAVING SAID WESTERLY RIGHT OF WAY LINE AND ALONG THE
NORTHEASTERLY RIGHT OF WAY LINE OF THE PROPOSED REALIGNMENT OF PECAN
PARK ROAD AND ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1293.62
FEET; SAID ARC BEING SUBTENDE BY A CHORD BEARING OF SOUTH 67°47'01"
EAST, AND A CHORD DISTANCE OF 1190.75 FEET TO A POINT ON THE EAST LINE OF
TRACT TWO, PECAN PARK ROAD SITE, AS DESCRIBED IN OFFICIAL RECORDS BOOK
15962, PAGE 1230 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY,
FLORIDA; THENCE SOUTH 00°55'12" EAST, ALONG THE EAST LINE OF SAID TRACT
TWO, 26.51 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID
PECAN PARK ROAD BY FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY
MAP SECTION 72150-1561; THENCE SOUTH 71°04'28" WEST, ALONG SAID

NORTHERLY RIGHT OF WAY LINE, 388.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 508.98 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 112.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°24'48" WEST AND A CHORD DISTANCE OF 112.36 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1075.00 FEET; THENCE NORTHWESTERLY LEAVING SAID NORTHERLY RIGHT OF WAY LINE AND ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE PROPOSED REALIGNMENT OF PECAN PARK ROAD AND ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 329.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 70°52'26" WEST AND A CHORD DISTANCE OF 327.76 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY RIGHT OF WAY LINE; THENCE SOUTH 27°47'34" WEST, 10.00 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY RIGHT OF WAY LINE, SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1085.00 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF THE PROPOSED REALIGNMENT OF PECAN PARK ROAD AND ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 158.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 57°55'17" WEST AND A CHORD DISTANCE OF 158.35 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT OF WAY LINE OF PECAN PARK ROAD, BY FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 72150-1561, SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 508.98 FEET; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 236.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°08'09" WEST AND A CHORD DISTANCE OF 234.19 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE; THENCE NORTH 34°38'21" WEST CONTINUING ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 53.85 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE; THENCE NORTH 12°50'07" WEST, CONTINUING ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 194.89 FEET TO THE POINT OF BEGINNING.

SWAP PARCEL "A-3" - TO CITY OF JACKSONVILLE

A PART OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 35, SAID TOWNSHIP AND RANGE; THENCE NORTH 89°18'48" EAST, ALONG THE NORTH LINE OF SAID SECTION 35, 1974.09 FEET TO THE NORTHEAST CORNER OF TRACT TWO PECAN PARK ROAD SITE AS RECORDED IN OFFICIAL RECORDS BOOK 15962, PAGE 1230 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE SOUTH 00°55'12" EAST, ALONG THE EAST LINE OF SAID TRACT TWO AND ITS SOUTHERLY PROJECTION, 607.30 FEET TO THE NORTHEAST CORNER OF TRACT ONE OF SAID PECAN PARK ROAD SITE AS RECORDED IN OFFICIAL RECORDS BOOK 15962, PAGE 1230, SAID POINT ALSO LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF PECAN PARK ROAD (A 60 FOOT RIGHT OF WAY BY FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 72150-1561, DATED 10-29-98), AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°55'12" EAST, ALONG THE EAST LINE OF SAID TRACT ONE, 24.13 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE PROPOSED REALIGNMENT OF PECAN PARK ROAD, SAID POINT LYING ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1075.00 FEET; THENCE SOUTHWESTERLY ALONG SAID SOUTHWESTERLY

RIGHT OF WAY LINE OF THE PROPOSED REALIGNMENT OF PECAN PARK ROAD AND ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 166.49 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 79°00'26" WEST, AND A CHORD DISTANCE OF 166.33 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE OF PECAN PARK ROAD (A 60 FOOT RIGHT OF WAY BY FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 72150-1561, DATED 10-29-98), THENCE NORTH 71°04'28" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 172.19 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
(Legal Description of Parcel Two)

"PARCEL TWO" – TO BE CONVEYED TO RELP DUVAL, LLC
CONSISTING OF THE FOLLOWING PARCELS:

SWAP PARCEL "B-1" - TO RELP

A PORTION OF THE RIGHT OF WAY OF PECAN PARK ROAD (A 60' RIGHT OF WAY BY FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 72150-1561, DATED 10-29-98), LYING IN SECTION 35, TOWNSHIP 1 NORTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 35, SAID TOWNSHIP AND RANGE; THENCE NORTH 89°18'48" EAST, ALONG THE NORTH LINE OF SAID SECTION 35, 873.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°18'48" EAST ALONG SAID NORTH LINE, 3.49 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID PECAN PARK ROAD BY THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 72150-1561; THENCE SOUTH 12°50'07" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, 12.51 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 925.00 FEET; THENCE NORTHWESTERLY, LEAVING SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF THE PROPOSED REALIGNMENT OF PECAN PARK ROAD AND ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 13.68 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 27°17'45" WEST, AND A CHORD DISTANCE OF 13.68 FEET TO THE POINT OF BEGINNING.

SWAP PARCEL "B-2" - TO RELP

A PORTION OF THE RIGHT OF WAY OF PECAN PARK ROAD (A 60' RIGHT OF WAY BY FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 72150-1561, DATED 10-29-98), LYING IN SECTION 35, TOWNSHIP 1 NORTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 35, SAID TOWNSHIP AND RANGE; THENCE NORTH 89°18'48" EAST, ALONG THE NORTH LINE OF SAID SECTION 35, 815.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID PECAN PARK ROAD BY THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 72150-1561; THENCE SOUTH 12°50'07" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, 304.72 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1085.00 FEET; THENCE SOUTHEASTERLY LEAVING SAID WESTERLY RIGHT OF WAY LINE OF PECAN PARK ROAD, AND ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE PROPOSED REALIGNMENT OF PECAN PARK ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 235.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 47°30'41" EAST AND A CHORD DISTANCE OF 235.32 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID PECAN PARK ROAD BY FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 72150-1561, SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 508.98 FEET; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC

LENGTH OF 504.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 67°50'34" EAST AND A CHORD DISTANCE OF 484.27 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1075.00 FEET; THENCE EASTERLY, LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE AND ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE PROPOSED REALIGNMENT OF PECAN PARK ROAD AND ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 317.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 88°05'57" EAST AND A CHORD DISTANCE OF 316.17 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID PECAN PARK ROAD BY FLORIDA

PROPERTY EXCHANGE AGREEMENT

THIS PROPERTY EXCHANGE AGREEMENT (the "Agreement") is made this _____ day of _____, 2016 (the "Effective Date"), between JACKSONVILLE AVIATION AUTHORITY, a body corporate and a political subdivision of the State of Florida ("JAA"), whose address is _____, and the CITY OF JACKSONVILLE, a consolidated city and county corporation existing under the Constitution and the laws of the State of Florida ("City"), whose address is 117 W. Duval Street, Jacksonville, Florida 32202. In consideration of the mutual promises set out below, the parties agree as follows:

1. Property to be Exchanged. JAA agrees to convey to City that certain real property owned by JAA located in Duval County, Florida, more fully described in Exhibit A ("Parcel One"). City agrees to convey to JAA that certain real property owned by City located in Duval County, Florida, more fully described in Exhibit B ("Parcel Two"). Both parcels include all improvements, easements, appurtenances and hereditaments pertaining to the property.
2. Contingency to JAA's Obligation to Convey. JAA's obligation to convey Parcel One to the City is contingent upon delivery to JAA of a fully executed quitclaim deed in recordable form conveying Parcel One to City.
3. Contingency to City's Obligation to Abandon. City's obligation to abandon the roadway is contingent upon delivery by JAA to City of a fully executed quitclaim deed in recordable form, conveying Parcel One to City.
4. Valuation of Parcels. The parties hereto acknowledge that Parcel One and Parcel Two are of equivalent size and like kind and equal value. The conveyances made by the parties hereto shall be in consideration of each other on a value-for-value basis.
5. Title Insurance. If either Party desires to obtain title insurance, that party shall pay its own cost and expense in obtaining a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) insuring marketable title to the parcel it is to receive.
6. Intentionally Omitted.
7. Interests Conveyed. At closing, each party shall execute and deliver to the other quitclaim deeds conveying title to the respective party in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances.
8. Preparation of Closing Documents. Upon execution of this Agreement, JAA shall submit to City a properly completed and executed beneficial interest affidavit and disclosure statement

as required by Sections 286.23, Florida Statutes. City and JAA shall prepare the deeds described in Section 7 of this Agreement, City's and JAA's closing statements and the title, possession and lien affidavit for their respective parcels certified to each other and their respective title insurer and an environmental affidavit in such form as acceptable to City and JAA, respectively, in their reasonable discretion.

9. City's Review for Closing. Each party will approve or reject each item provided from the other under this Agreement. The receiving party will have 10 days thereafter to remove and resubmit any rejected items. If a party fails to timely deliver any item or City rejects any item after delivery, City may in its discretion extend the closing date.

10. Expenses. Each party will pay its own costs and fees, including but not limited to documentary revenue stamp tax and all other taxes or costs associated with this transaction, if any, except as otherwise specified in this Agreement.

11. Closing Place and Date. The closing shall be upon substantial completion of the roadway improvements as contemplated by and in accordance with that certain Disbursement Agreement between City and Relp Duval, LLC executed on or about even date hereof (the "Disbursement Agreement"), or at such other time as requested by the City. City shall set the date, time and place of closing.

12. Risk of Loss and Condition of Parcels. Each party assumes all risk of loss or damage to that party's parcel prior to the date of closing. JAA and City each accept the fee interest in the parcel it is acquiring in its As-Is/Where Is condition.

13. Right to Enter and Possession. JAA agrees that from the date this Agreement is fully executed, City and Relp Duval, LLC, and its contractors, upon reasonable notice, shall have at all times the right and privilege of entering Parcel One for all lawful purposes in connection with this Agreement and the Disbursement Agreement. City agrees that from the date this Agreement is fully executed, JAA, upon reasonable notice, shall have at all times the right and privilege of entering Parcel Two for all lawful purposes in connection with this Agreement.

14. Default. If JAA defaults under this Agreement, City may waive the default and proceed to closing, seek specific performance, or refuse to close. City expressly waives any action for damages or any other remedy permitted by law or in equity resulting from JAA's default. If City defaults under this Agreement, JAA may waive the default and proceed to closing, seek specific performance, or refuse to close. JAA expressly waives any action for damages or any other remedy permitted by law or in equity resulting from City's default.

15. Brokers. JAA and City warrant to each other that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in Section 8.

16. Assignment. This Agreement may not be assigned without the prior written consent of the other party.
17. Time. Time is of essence with regard to all dates or times set forth in this Agreement.
18. Severability. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in City's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.
19. Successors in Interest. This Agreement shall bind and inure to the benefit of the parties and their respective heirs, legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.
20. Entire Agreement. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties.
21. Waiver. Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.
22. Exhibits. Any exhibits attached hereto shall be deemed a part of this Agreement.
23. Notice. All notices, demands and requests which may be given or which are required to be given by either party to the other under this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when either: (i) personally delivered to the intended recipient; (ii) three (3) business days after having been sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the party to whom the notice was given; (iv) at noon of the business day next following after having been deposited into the custody of a nationally recognized overnight delivery service such as FedEx, addressed to such party at the address specified below; or (v) immediately if sent during regular business hours or at 8:30 a.m. local time on the next business day next following an after-hours, weekend or holiday notice sent by facsimile, telegram or telex, provided that receipt for such facsimile, telegram or telex is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. Any notice sent as required by this section and refused by recipient shall be deemed delivered as of the date of such refusal. For purposes of this Section 28, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to JAA: Chief Executive Officer

14201 Pecan Park Rd.
Jacksonville, Florida 32218

If to City: City of Jacksonville
Office of Economic Development
117 W. Duval Street,
Jacksonville, Florida 32202

With a copy to: Office of General Counsel
117 West Duval St.
Suite 480
Jacksonville, FL 32202
Attention: John C. Sawyer, Jr., Esq.

24. Regulatory Authority. Nothing in this Agreement modifies or changes the regulatory authority of City with respect to Parcel Two.

25. Survival. The covenants, warranties, representations, indemnities and undertakings of JAA set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in Section 8 of this Agreement for Parcel One and City's possession of Parcel One.

JAA

JACKSONVILLE AVIATION AUTHORITY,
a body corporate and a political subdivision of
the State of Florida

Witness as to JAA

By: _____
Name: Steven Grossman
Its: Chief Executive Officer

Witness as to JAA

Date signed by JAA

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
2016, by _____, as _____ of the Jacksonville

Aviation Authority, a body corporate and a political subdivision of the State of Florida, on behalf of JAA. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No: _____

My Commission Expires:_____

Legal Approval for the Jacksonville Aviation Authority

Debra A. Braga, Chief Legal Officer

CITY

ATTEST:

CITY OF JACKSONVILLE

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

By: _____
Lenny Curry, Mayor
Date: _____

Form Approved:

Office of the General Counsel

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me on _____, 2016, by Lenny Curry, Mayor, and James R. McCain, Jr., Corporation Secretary, of the City of Jacksonville. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

EXHIBIT A
(Legal Description of Parcel One)

EXHIBIT B
(Legal Description of Parcel Two)