

Prepared by and Return to:
Thomas O. Ingram
Akerman LLP
50 North Laura Street
Suite 3100
Jacksonville, FL 32202

Project: Collins Rd. Traffic Signal Improvements
Parcel:
RE#: 016493-0000

GRANT OF EASEMENT
(Traffic Signal and Pole)

THIS GRANT OF EASEMENT (this “Agreement”), made this _____ day of _____, 2017, between G&I VII WESTLAND PARK, LLC, a Delaware limited liability company, hereinafter referred to as the “**GRANTOR**”, whose business address is 220 East 42nd Street, 27th Floor, c/o DRA Advisors LLC, New York, NY 10017, *and* the **CITY OF JACKSONVILLE, a Municipal Corporation**, hereinafter referred to as “**GRANTEE**”, whose business address is 117 West Duval Street, Jacksonville, FL, 32202.

A. Grantor is the owner in fee simple of certain real property located at 6710 Collins Road, Jacksonville, Florida, having Real Estate Tax Parcel Identification Number 016493-0000 (the “Grantor Property”); and

B. REDUS Florida Land, LLC, a Delaware limited liability company (“REDUS”), is the owner in fee simple of certain real property located at 7589 Plantation Bay Drive, Jacksonville, Florida, having Real Estate Tax Parcel Identification Number 015913-7000 (the “Grantee Property”).

C. REDUS, in conjunction with Grantee, desires to cause a traffic signal to be installed at the intersection of Collins Road and Plantation Bay Drive (the “Traffic Signal”), which will provide for controlled traffic access to the Grantor Property and the Grantee Property. Simultaneously herewith, Grantor has granted to REDUS a temporary construction easement for the purposes of installing and constructing the Traffic Signal; and

D. REDUS and Grantee have requested that Grantor grant an easement in favor of Grantee pursuant to which Grantor will allow Grantee to operate, maintain and repair the Traffic Signal on a portion of the Grantor Property, subject to the terms and conditions and as more particularly described herein.

WITNESSETH That for and in consideration of the sum of **TEN DOLLARS AND NO CENTS (\$10.00)**, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The recitals hereinabove set forth are incorporated herein by this reference just as if the same were reproduced and republished at length herein.

2. **Grant of Easement.** Grantor hereby grants to Grantee, a non-exclusive easement on, along, over, across, or under that certain portion of the Grantor Property depicted on

Exhibit A attached hereto and made part hereof by this reference (the "Easement Area") for the purpose of operating, maintaining, and/or repairing, either above or below the surface of the ground, facilities and associated equipment for the Traffic Signal and related controls and utilities (the "Easement Purpose"), together with the right of ingress and egress over and upon the Easement Area as necessary for the Easement Purpose.

THE EASEMENT AND THE RIGHTS TO THE EASEMENT AREA ARE BEING CONVEYED "AS IS" "WHERE IS," WITH ALL FAULTS AND GRANTOR, ITS AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EASEMENT AREA OR ITS CONDITION. GRANTOR, ITS AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, EXPRESSLY DISCLAIMS ANY WARRANTY OF SUITABILITY, HABITABILITY, MERCHANTABILITY, DESIGN OR FITNESS FOR A PARTICULAR PURPOSE AND EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE EASEMENT PURPOSE AND EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ENVIRONMENTAL CONDITION OF THE EASEMENT AREA, THE PRESENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS OR THE COMPLIANCE OF THE EASEMENT AREA WITH THE APPLICABLE ENVIRONMENTAL LAWS AND REGULATIONS. GRANTEE IS NOT RELYING ON ANY REPRESENTATIONS MADE BY GRANTOR OR GRANTOR'S AGENTS, EMPLOYEES, ATTORNEYS OR CONTRACTORS. GRANTEE EXPRESSLY WAIVES, TO THE EXTENT ALLOWED BY LAW, ANY CLAIMS UNDER FEDERAL, STATE OR OTHER LAW THAT GRANTEE MIGHT OTHERWISE HAVE AGAINST GRANTOR RELATING TO THE HABITABILITY, MERCHANTABILITY, DESIGN, FITNESS FOR A PARTICULAR PURPOSE, OR CONDITION OF THE EASEMENT AREA.

3. **Restrictions and Grantee Covenants.** The grant of the easement is under and subject to the following conditions and restrictions which shall run with the easement hereby granted and conveyed and which Grantee covenants to observe and comply with fully:

(a) Grantee shall obtain at its sole cost and expense all permits and approvals necessary for work to be performed in and upon the Easement Area related to the Easement. Grantee shall use, maintain, operate, repair, remove, and replace any and all improvements used in connection with the Easement in a good and workmanlike manner and in conformity with all applicable laws and in a manner that does not unreasonably interfere with the use and occupancy of the Grantor Property by Grantor or its tenants, contractors or employees. Grantee acknowledges that the Easement Area covers a portion of the accessway into Grantor's Property. Notwithstanding the terms of this Agreement to the contrary, during the term of this Agreement, Grantor (and/or its agents, employees, contractors or tenants) shall have the right to use, modify, maintain or repair the roadway and any structures (excluding the Traffic Signal) within the Easement Area, provided the same does not materially interfere with or unduly burden the rights granted to Grantee hereunder.

(b) Grantee shall comply, and shall cause its employees, agents, contractors and any other persons acting under Grantee's direction or control in connection with this Agreement, the Easement or Traffic Signal (individually and collectively, the "Grantee Parties")

with all applicable laws, rules, regulations, ordinances, orders, codes, licenses, permits, easements, and all covenants, conditions and restrictions affecting the Easement Area and the Grantor Property, with respect to the maintenance, repair and operation of the Traffic Signal constructed in, upon, over, and/or under the Easement Area and the activities of Grantee and the Grantee Parties in the Easement Area.

(c) Grantee shall not permit any liens against the Easement Area or the Grantor Property or any part of either of them by reason of any work, labor, services, or materials done for or supplied to, or claimed to have been done for or supplied to, Grantee on or about the Easement Area or any part thereof through or under Grantee. If any such lien is filed against the Premises, Grantee shall give immediate notice thereof to Grantor (together with a copy of such lien and any supporting documents requested by Grantor), and discharge such lien within thirty (30) days after the date of filing the same, by either payment, deposit, or bond.

(d) All persons entering upon the Easement Area under this Agreement shall confine themselves to the Easement Purpose contemplated herein, and no trespassing or other uses shall be permitted by the Grantee, its employees, agents or contractors. Nothing contained herein shall grant or be construed to grant unto Grantee the right to use the Easement Area for any purpose other than the Easement Purpose.

(e) Grantee shall be responsible for the maintenance and repair of the Easement and the Traffic Signal at Grantee's sole cost and expense. In addition, Grantee, at its sole cost and expense, shall repair any and all damage which it or its agents, representatives, employees or contractors, may cause to the Easement Area or the Grantor Property.

4. **Indemnification.** Grantee shall indemnify, defend and hold harmless Grantor from and against any and all claims, demands, losses, damages, costs and expenses (including but not limited to court costs, penalties and reasonable attorneys' fees), judgments, liabilities and causes of action of any nature whatsoever, arising out of Grantee's negligence in the use or occupancy of the Easement Area, to the same extent as provided by Section 768.28, Florida Statutes. Grantee's obligations under this paragraph shall survive the expiration or termination of this Agreement for a period of one (1) year.

5. **Insurance.** Grantee agrees to maintain in full force during the term of this Agreement, at Grantee's own expense, the insurance coverage and amounts set forth on Exhibit B attached hereto. Grantee shall be subject to all of the terms regarding insurance set forth on Exhibit B attached hereto and made a part hereof. Notwithstanding the foregoing or anything herein to the contrary, Grantee may elect to self-insure (subject to the terms provided herein) provided that Grantee maintains a rating of investment grade or better. If Grantee elects to self-insure, Grantee shall maintain all obligations set forth on Exhibit B as if Grantee maintained the insurance with a commercial insurer including the ability to have terms that allow additional insureds, primary liability, waivers of rights of recovery (except Workers' Compensation), other insurance, or any other term or extension of coverage set forth on Exhibit B of this Agreement. Grantee shall pay from its assets the costs, expenses, damages, claims, losses and liabilities, including attorney's fees and necessary litigation expenses at least to the extent that any insurance company would have been obligated to pay those amounts if Grantee had maintained the insurance pursuant to this Agreement. The terms provided herein are limited, and by no means extended or altered, to expand or contract the limitations set forth in Florida's limited waiver of sovereign immunity as described in Section 768.28, Florida Statutes, as amended.

6. **General Provisions.**

(a) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto.

(c) **Modification of Agreement.** A modification or a waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed by the parties to this Agreement. Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

(d) **Run with the Land.** This Agreement shall extend to and shall bind the heirs, executors, administrators, successors and permitted assigns of the respective parties hereto and shall run with the land.

(e) **Exhibits.** Exhibits to this Agreement are an integral part hereof.

(f) **Controlling Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(g) **Severability.** Any provision of this Agreement which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

(i) **Notices.** All communications, notices approvals, consents and demands of any kind that either party may be required or desire to give to or serve upon the other party shall be made in writing, and shall be sent by certified mail, return receipt requested, or nationally recognized overnight delivery service, postage prepaid, to the following respective addresses:

To the Grantor: G&I:
G&I VII Westland LLC
220 East 42nd Street, 27th Floor
New York, New York 10017
Attention: Adam Breen
Email: abreen@draadvisors.com

With Copy to: Blank Rome LLP
405 Lexington Avenue
New York, New York 10174
Attention: Martin Luskin, Esq. with a copy to Dayna Finkelstein, Esq.
Email: MLuskin@blankrome.com; Finkelstein-d@blankrome.com

To the Grantee:

City of Jacksonville
c/o Real Estate Division
214 N. Hogan Street
Jacksonville, Florida 32202

With Copy to:

Office of General Counsel
City of Jacksonville
Attn: Government Operations and Contracts Dept.
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

or such other substitute address of which either the Grantor or Grantee may inform the other from time to time in writing. Any notice shall be deemed given upon receipt or refusal of delivery. Notices may be given by a respective party's attorney(s) on behalf of said party.

Lender Consent. It is understood and agreed that this Agreement shall not become effective unless and until Grantor has received the approval of its lender hereto pursuant to a separate agreement. Until this Agreement is fully executed by each of the parties hereto there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded.

[SIGNATURES ON FOLLOWING TWO PAGES]

[Grantor signature page]

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents to be executed in its name the day and year first above written.

Signed and Sealed in Our Presence as Witnesses:

GRANTOR:

G&I VII WESTLAND PARK, LLC, a Delaware limited liability company

(Sign) _____
(Print) _____

By: G&I VII WRANGLER III FL VA LLC, a Delaware limited liability company, its sole member

(Sign) _____
(Print) _____

By: G&I VII INVESTMENT WRANGLER III, LLC, a Delaware limited liability company, its managing member

By: _____
Name: _____
As Its: _____

STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me this _____ day of _____, 2017, by _____, as the _____ of G&I VII INVESTMENT WRANGLER III, LLC, the managing member of G&I VII Wrangler III FL VA LLC, the sole member of G&I VII Westland Park, LLC, on behalf of said company, who is personally known to me, or produced _____ as identification.

NOTARY PUBLIC

[Grantee signature page]

WITNESSES:

City of Jacksonville, a Florida municipal corporation

Print Name: _____

By: _____
Lenny Curry, as Mayor

Print Name: _____

ATTEST:

James R. McCain, Jr., As Corporation Secretary

Form Approval:

Office of General Counsel

STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me this _____ day of _____, 2017, by _____, as the _____ of the CITY OF JACKSONVILLE, on behalf of the company, who is personally known to me, or produced _____ as identification.

NOTARY PUBLIC

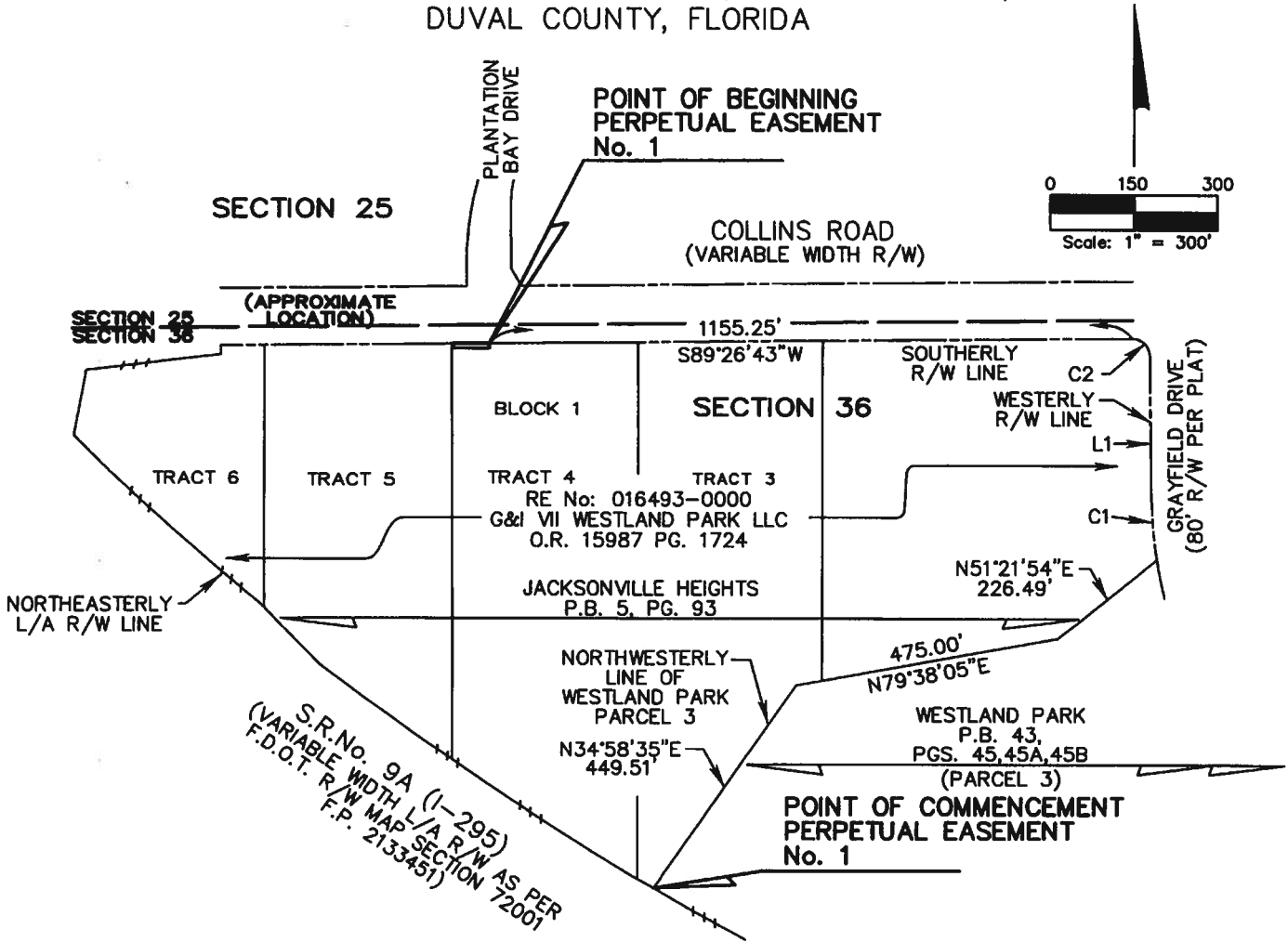
EXHIBIT A

EASEMENT AREA

[Attached hereto on the following page]

MAP SHOWING

A PART OF TOWNSHIP 3 SOUTH, RANGE 25 EAST,
DUVAL COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°33'17"W	253.74'

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD DISTANCE
C1	08°34'47"	778.52'	116.58'	N04°50'50"W	116.47'
C2	90°00'00"	30.00'	47.12'	N45°33'17"W	42.43'

PERPETUAL EASEMENT No. 1

SEE SHEET 3 FOR LEGEND
AND GENERAL NOTES

SHEET 1 OF 3

JOB NO. 2017-11

DRAFTER JLS

DATE 01/16/2017

SCALE 1" = 300'

CHECKED BY: *MSC*

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 61G17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 61G17-8, FLORIDA ADMINISTRATIVE CODE), UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Gregory B. Clary
GREGORY B. CLARY, P.S.M. CERT. NO. 3377

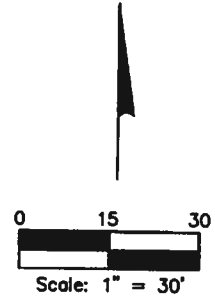
Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703
WWW.CLARYASSOC.COM

MAP SHOWING

A PART OF TOWNSHIP 3 SOUTH, RANGE 25 EAST,
DUVAL COUNTY, FLORIDA

SECTION 25

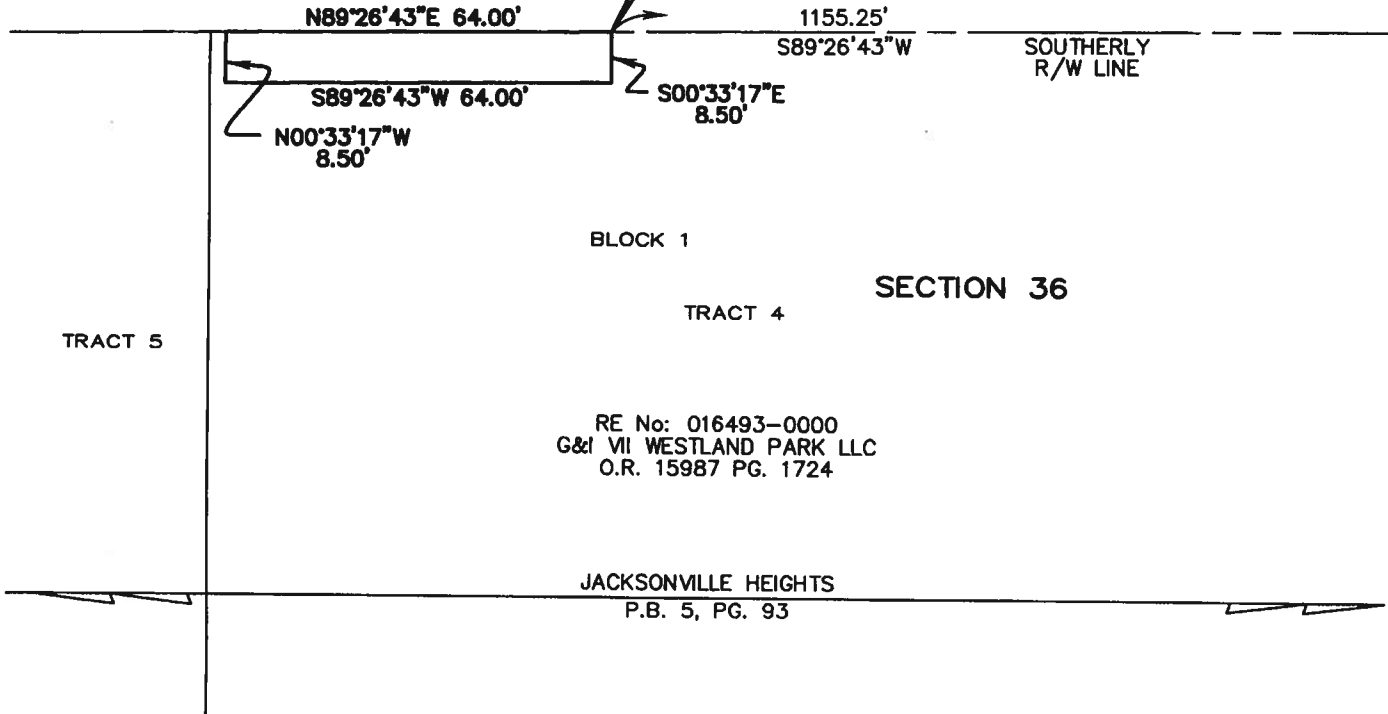
COLLINS ROAD
(VARIABLE WIDTH R/W)



POINT OF BEGINNING
PERPETUAL EASEMENT
No. 1

SECTION 25
SECTION 36

(APPROXIMATE LOCATION)



RE No: 016493-0000
G&I VII WESTLAND PARK LLC
O.R. 15987 PG. 1724

JACKSONVILLE HEIGHTS
P.B. 5, PG. 93

PERPETUAL EASEMENT No. 1

SEE SHEET 3 FOR
LEGEND & GENERAL NOTES

SHEET 2 OF 3

JOB NO. 2017-11

DRAFTER JLS

DATE 01/16/2017

SCALE 1' = 30'

CHECKED BY: *MJL*

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 61G17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 61G17-8, FLORIDA ADMINISTRATIVE CODE), UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Gregory B. Clary
GREGORY B. CLARY, P.S.M. CERT. NO. 3377

MAP SHOWING

PERPETUAL EASEMENT No. 1

A PART OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 25 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PART OF TRACT 4, BLOCK 1 JACKSONVILLE HEIGHTS, AS RECORDED IN PLAT BOOK 5, PAGE 93, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY CORNER OF PARCEL 3, WESTLAND PARK, AS RECORDED IN PLAT BOOK 43, PAGES 45, 45A, AND 45B, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, SAID CORNER ALSO BEING THE INTERSECTION OF THE NORTHWESTERLY LINE OF SAID PARCEL 3, WESTLAND PARK, WITH THE NORTHEASTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD NO. 9A (I-295), (A VARIABLE WIDTH RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 72001, F.P. NO. 2133451); THENCE NORTHEASTERLY, ALONG SAID NORTHWESTERLY LINE OF WESTLAND PARK, THE FOLLOWING 3 COURSES AND DISTANCES: 1) NORTH 34°58'35" EAST, 449.51 FEET; 2) NORTH 79°38'05" EAST, 475.00 FEET; 3) NORTH 51°21'54" EAST, 226.49 FEET TO THE WESTERLY RIGHT OF WAY LINE OF GRAYFIELD DRIVE (AN 80 FOOT RIGHT OF WAY AS PER PLAT OF SAID WESTLAND PARK), AND A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE OF GRAYFIELD DRIVE, THE FOLLOWING 3 COURSES AND DISTANCES: 1) NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 778.52 FEET, AN ARC DISTANCE OF 116.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 04°50'40" WEST, 116.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; 2) NORTH 00°33'17" WEST, 253.74 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; 3) NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 47.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°33'17" WEST, 42.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE, AND TO THE SOUTHERLY RIGHT OF WAY LINE OF COLLINS ROAD, (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 89°26'43" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF COLLINS ROAD, A DISTANCE OF 1155.25 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°33'17" EAST, 8.50 FEET; THENCE SOUTH 89°26'43" WEST, 64.00 FEET; THENCE NORTH 00°33'17" WEST, 8.50 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE OF COLLINS ROAD; THENCE NORTH 89°26'43" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 64.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 544 SQUARE FEET, MORE OR LESS.

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF COLLINS ROAD AS NORTH 89°26'43" EAST, PER THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 ADJUSTMENT.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
5. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THEREFORE, THERE MAY BE ADDITIONAL EASEMENTS, COVENANTS AND RESTRICTIONS, OR OTHER MATTERS OF PUBLIC RECORD NOT SHOWN HEREON THAT MAY AFFECT THIS PARCEL.

LEGEND

F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
 F.P. = FINANCIAL PROJECT
 NO. = NUMBER
 L/A = LIMITED ACCESS
 O.R.B. = OFFICIAL RECORDS BOOK
 P.B. = PLAT BOOK
 PG. = PAGE
 PGS. = PAGES
 R.E. = REAL ESTATE
 R/W = RIGHT OF WAY

PERPETUAL EASEMENT No. 1

SHEET 3 OF 3

JOB NO. 2017-11

DRAFTER JLS

DATE 01/16/2017

SCALE 1' = 30'

CHECKED BY: *MJC*

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 61G17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 61G17-8, FLORIDA ADMINISTRATIVE CODE), UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

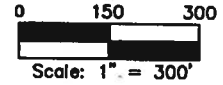
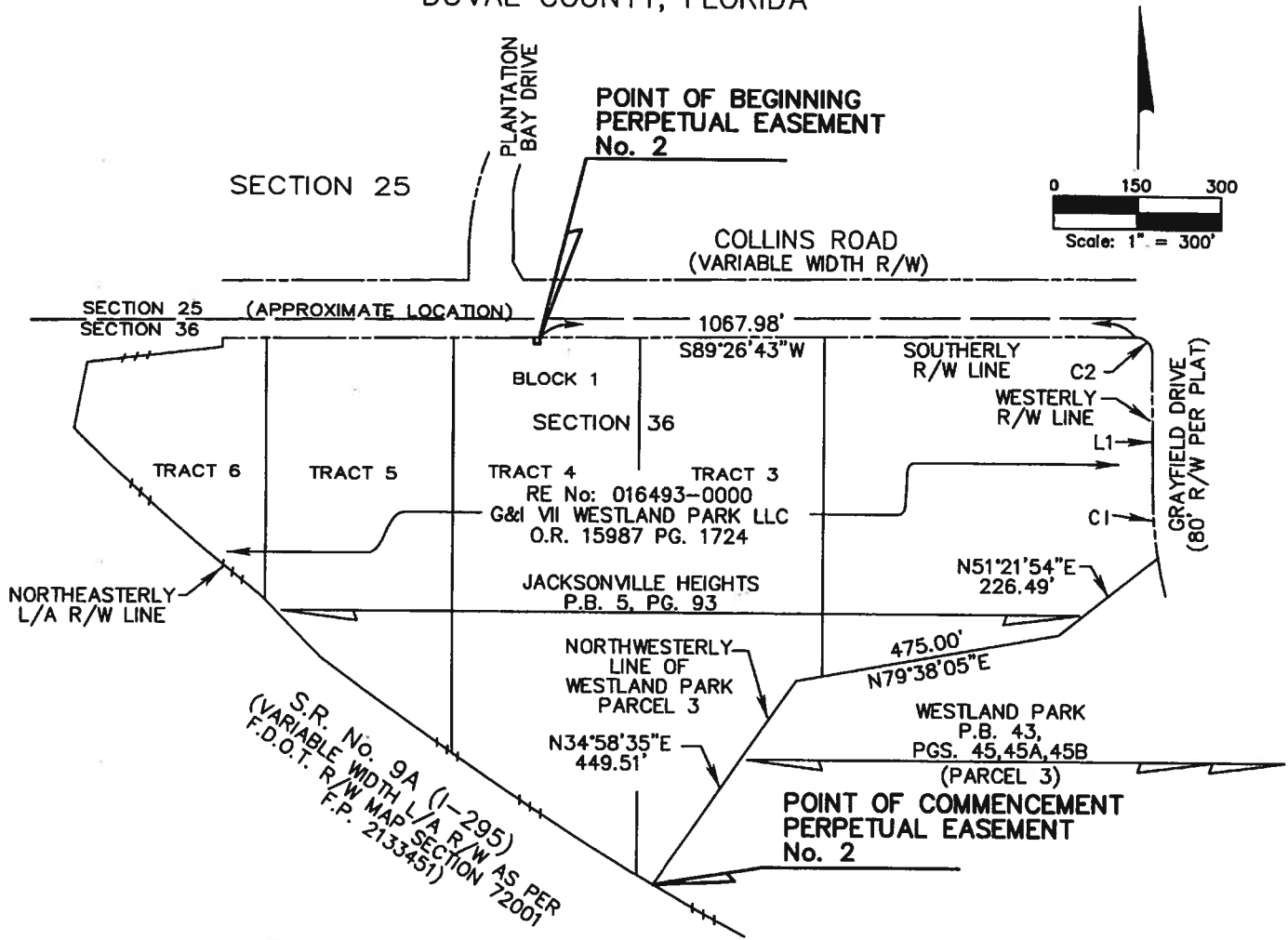
Gregory B. Clary

GREGORY B. CLARY, P.S.M. CERT. NO. 3377



MAP SHOWING

A PART OF TOWNSHIP 3 SOUTH, RANGE 25 EAST,
DUVAL COUNTY, FLORIDA



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°33'17"W	253.74'

CURVE DATA					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD DISTANCE
C1	08°34'47"	778.52'	116.58'	N04°50'50"W	116.47'
C2	90°00'00"	30.00'	47.12'	N45°33'17"W	42.43'

PERPETUAL EASEMENT No. 2 SEE SHEET 3 FOR LEGEND AND GENERAL NOTES SHEET 1 OF 3

JOB NO. 2017-11
DRAFTER JLS
DATE 01/16/2017
SCALE 1 = 300'
CHECKED BY: *MJC*

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE), UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Gregory B. Clary
GREGORY B. CLARY, P.S.M. CERT. NO. 3377

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 280-2703
WWW.CLARYASSOC.COM

MAP SHOWING

A PART OF TOWNSHIP 3 SOUTH, RANGE 25 EAST,
DUVAL COUNTY, FLORIDA

SECTION 25

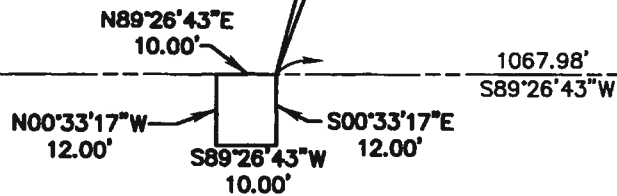
COLLINS ROAD
(VARIABLE WIDTH R/W)



Scale: 1" = 30'

POINT OF BEGINNING
PERPETUAL EASEMENT
No. 2

(APPROXIMATE
LOCATION)
NORTHERLY LINE OF
SECTION 36



SOUTHERLY
R/W LINE

SECTION 36

BLOCK 1

TRACT 4

RE No: 016493-0000
G&I VII WESTLAND PARK LLC
O.R. 15987 PG. 1724

JACKSONVILLE HEIGHTS
P.B. 5, PG. 93

PERPETUAL EASEMENT No. 2 SEE SHEET 3 FOR
LEGEND AND GENERAL NOTES

SHEET 2 OF 3

JOB NO. 2017-11

DRAFTER JLS

DATE 01/16/2017

SCALE 1" = 30'

CHECKED BY: *MJC*

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 61G17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 61G17-8, FLORIDA ADMINISTRATIVE CODE), UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Gregory B. Clary
GREGORY B. CLARY, P.S.M. CERT. NO. 3377

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703
WWW.CLARYASSOC.COM

MAP SHOWING

PERPETUAL EASEMENT No. 2

A PART OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 25 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PART OF TRACT 4, BLOCK 1 JACKSONVILLE HEIGHTS, AS RECORDED IN PLAT BOOK 5, PAGE 93, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY CORNER OF PARCEL 3, WESTLAND PARK, AS RECORDED IN PLAT BOOK 43, PAGES 45, 45A, AND 45B, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, SAID CORNER ALSO BEING THE INTERSECTION OF THE NORTHWESTERLY LINE OF SAID PARCEL 3, WESTLAND PARK, WITH THE NORTHEASTERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD NO. 9A (I-295), (A VARIABLE WIDTH RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 72001, F.P. NO. 2133451); THENCE NORTHEASTERLY, ALONG SAID NORTHWESTERLY LINE OF WESTLAND PARK, THE FOLLOWING 3 COURSES AND DISTANCES: 1) NORTH 34°58'35" EAST, 449.51 FEET; 2) NORTH 79°38'05" EAST, 475.00 FEET; 3) NORTH 51°21'54" EAST, 226.49 FEET TO THE WESTERLY RIGHT OF WAY LINE OF GRAYFIELD DRIVE (AN 80 FOOT RIGHT OF WAY AS PER PLAT OF SAID WESTLAND PARK), AND A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE OF GRAYFIELD DRIVE, THE FOLLOWING 3 COURSES AND DISTANCES: 1) NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 778.52 FEET, AN ARC DISTANCE OF 116.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 04°50'40" WEST, 116.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE; 2) NORTH 00°33'17" WEST, 253.74 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; 3) NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 47.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°33'17" WEST, 42.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE, AND TO THE SOUTHERLY RIGHT OF WAY LINE OF COLLINS ROAD, (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 89°26'43" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF COLLINS ROAD, A DISTANCE OF 1067.98 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°33'17" EAST, 12.00 FEET; THENCE SOUTH 89°26'43" WEST, 10.00 FEET; THENCE NORTH 00°33'17" WEST, 12.00 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE OF COLLINS ROAD; THENCE NORTH 89°26'43" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING,

CONTAINING 120 SQUARE FEET, MORE OR LESS.

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF COLLINS ROAD AS NORTH 89°26'43" EAST, PER THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 ADJUSTMENT.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
5. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THEREFORE, THERE MAY BE ADDITIONAL EASEMENTS, COVENANTS AND RESTRICTIONS, OR OTHER MATTERS OF PUBLIC RECORD NOT SHOWN HEREON THAT MAY AFFECT THIS PARCEL.

LEGEND

F.D.O.T. = FLORIDA DEPARTMENT
OF TRANSPORTATION
F.P. = FINANCIAL PROJECT
NO. = NUMBER
L/A = LIMITED ACCESS
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE
PGS. = PAGES
R.E. = REAL ESTATE
R/W = RIGHT OF WAY

PERPETUAL EASEMENT No. 2

SHEET 3 OF 3

JOB NO. 2017-11

DRAFTER JLS

DATE 01/16/2017

SCALE 1" = 30'

CHECKED BY: *MSC*

THIS MAP OR SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 61G17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. (CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE), UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Gregory B. Clary
GREGORY B. CLARY, P.S.M. CERT. NO. 3377



EXHIBIT B

INSURANCE

Prior to entering the Grantor Property pursuant to this Agreement, Grantee and Grantee's consultants and/or contractors and any subcontractors thereof (and other agent, contractor or consultant of Grantee performing activities) shall have and maintain insurance coverage in form and substance reasonably acceptable to Grantor complying with the requirements set forth below.

A. Required Types of Insurance Coverage

1. Workers' Compensation and Employers' Liability

- (a) Statutory Worker's Compensation insurance as required by law.
- (b) Employers' Liability insurance with limits of at least \$1,000,000 per occurrence.

2. General Liability Insurance

- (a) Commercial General Liability policy form on an occurrence basis including Premises/Operations Liability, Contractual Liability (which shall include coverage for, but shall not limit, Grantee's indemnification obligations hereunder), and Products/Completed Operations Liability (provided that for Grantee's consultants, contractors and subcontractors, but not for Grantee, the explosion, collapse and underground (XCU) exclusions shall be eliminated).
- (b) Limits of Liability: Five Million Dollars (\$5,000,000) combined single limit for Bodily Injury and Property Damage coverage. Limits of Liability may be provided under a Commercial General Liability or in combination with an Umbrella Liability Policy, if desired.

B. Additional Requirements

- 1. Except where prohibited by law, all insurance policies required above shall contain provisions that the insurance companies waive the rights of recovery or subrogation against Grantor, Grantor's agents and employees, and their insurers.
- 2. Grantee will provide thirty (30) days' prior written notice to Grantor of cancellation of any insurance required hereunder.

All insurance required hereunder shall be with insurance companies which (i) are rated by Best's Insurance Reports, (ii) have a rating of at least A-(VIII) and (iii) are licensed to do business in the state where the property is located. Prior to entering Grantor's Property, Grantee and all contractors and subcontractors shall deliver to Grantor certificates of insurance evidencing the coverages required hereunder.

- 3. The following parties shall be named as additional insureds on ISO Form CG 20 26 (or equivalent) under the Commercial General Liability, Automobile Liability (if any) and

Umbrella Liability insurance policies required to be maintained by Grantee and Grantee's consultant and/or any subcontractor thereof:

G&I VII WESTLAND PARK LLC
c/o DRA Advisors LLC
220 East 42nd Street, 27th Floor
New York, New York 10017

4. All Commercial General Liability and Umbrella Liability policies maintained by Grantee and Grantee's consultants and/or any subcontractor thereof shall contain a cross-liability provision and shall provide primary coverage as to Grantor, and any other insurance available to Grantor shall be noncontributing therewith.

GC-#1129961-v1A-Collins_Road_easement_form_from_Ingram.doc