

AIRSPACE AGREEMENT

ITEM/SEGMENT NO.: 72160-2528
 MANAGING DISTRICT: Two
 F.A.P. NO.: BRM-2665-(1)
 STATE ROAD NO.: 13 (Acosta Bridge)
 COUNTY: Duval
 PARCEL NO.: N/A

THIS AGREEMENT, made this 15th day of March, 2017, between Downtown Investment Authority at a Community Redevelopment Agency established by and for the City of Jacksonville at 117 W. Duval Street, Suite 310, Jacksonville, Florida 32202 (Lessee) and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (Department), an agency of the State of Florida (State).

WITNESSETH:

WHEREAS, the Department may convey a leasehold in the name of the State, in any land, buildings, or other property, real or personal, acquired under Section 337.25, Florida Statutes; and

WHEREAS, the United States Department of Transportation, Federal Highway Administration (FHWA), requires any use of airspace above, and/or below the highway's established gradeline, lying within the approved right of way limits on a Federal Aid System, to be accomplished pursuant to an airspace agreement in accordance with 23 CFR, Part 710, and

WHEREAS, the Department has acquired sufficient legal right, title, and interest in the right of way of at Acosta Bridge project, 72160-2528, Duval County which includes the property described in Exhibit "A" attached hereto and made a part hereof, which right of way is part of a highway on a Federal Aid System; and

WHEREAS, the Department desires to lease to Lessee the airspace above or below the gradeline of the property described in Exhibit "A", attached and made a part hereof for the following purpose: Public Parking

WHEREAS, the proposed use will not impair the full use and safety of the highway, require or permit vehicular access to such space directly from the established gradeline of said highway, or interfere with the free flow of traffic on said highway.

NOW, THEREFORE, in consideration of the premises made a part hereof, and the covenants, promises, understandings, and agreements made by each party to the other as set forth herein, the Department and the Lessee do hereby mutually agree as follows:

1. Premises

The premises hereto are true and correct and form an integral part of this Agreement.

2. Term

The Department does hereby lease unto Lessee the airspace above or below gradeline of the property for a period of thirty (30) years beginning with the date of this Agreement. One renewal of this Agreement may be made for N/A. However, except for a public purpose conveyance, such renewal may not exceed five years. Nothing herein shall be construed to in any way grant an interest in the property lying below said airspace.

3. Rent

a. Lessee shall pay to the Department as rent each month quarter year on or before the first day of each rent payment period, N/A plus applicable sales tax. When this Agreement is terminated, any unearned rent and sales tax payment shall be refunded to Lessee. However, no such refund shall be made where termination is due to Lessee's violation of a term or condition of this Agreement.

b. The Department reserves the right to review and adjust the rental fee biannually and at renewal to reflect market conditions.

c. All rental payments are to be made by check or money order, payable to the State of Florida Department of Transportation and delivered on or before the due date to: N/A

d. Lessee shall be responsible for all state, county, city, and local taxes that may be assessed, including real property taxes and special assessments. In the event that no rent is specified herein, then it has been determined that either the use by Lessee is a nonproprietary use by a governmental agency or an exception from the current fair market rental value requirement (23 U.S.C. Section 156) has been obtained for social, environmental, or economic mitigation (SEE) purposes. In the event that it should be determined at any time that the use is not a nonproprietary use by a governmental agency or that the SEE exception does not apply or has been revoked, Lessee agrees to pay, at that time, rent as determined to be the fair market rental value by an independent appraiser certified by the Department, and Lessee further agrees to pay such rent, under the remaining terms and conditions of this Paragraph 3, for the remaining term (including renewals) of this Agreement.

e. Any installment of rent not received within ten (10) days after the due date shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate the Department to accept late rent payments or provide Lessee a grace period.

4. Use, Occupancy, and Maintenance

a. The Lessee shall be responsible for developing and operating the airspace as set forth herein.

b. The Lessee's proposed use of the airspace is as follows: Public Parking

c. The general design for the use of the airspace, including any facilities to be constructed, and the maps, plans, and sketches setting out the pertinent features of the use of the airspace in relation to the highway facility are set forth in composite Exhibit "B" attached hereto and by this reference made a part hereof. In addition, said composite Exhibit "B" also contains a three-dimensional description of the space to be used, unless the use is of a surface area beneath an elevated highway structure or adjacent to a highway roadway for recreation, public park, beautification, parking of motor vehicles, public mass transit facilities, or other similar uses, in which case, a metes and bounds description of the surface area, together with appropriate plans or cross sections clearly defining the vertical use limits, may be substituted for said three-dimensional description in said composite Exhibit "B".

d. Any change in the authorized use of the airspace or revision in the design or construction of the facility described in Exhibit "B" shall require prior written approval from the appropriate District Secretary of the Department, subject to concurrence by the FHWA.

e. The Department, through its duly authorized representatives, employees, and contractors, and any authorized FHWA representative, may enter the facility at any time for the purpose of inspection, maintenance, or reconstruction of the highway and adjacent facilities, when necessary; or for the purpose of surveying, drilling, monitoring well installations, sampling, remediation, and any other action which is reasonable and necessary to conduct an environmental assessment or to abate an environmental hazard.

f. Lessee, at Lessee's sole cost and expense, shall maintain the facility to occupy the airspace so as to assure that the structures and the area within the highway right of way boundaries will be kept in good condition, both as to safety and appearance. Such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the highway use. In the event that Lessee fails to so maintain the facility, the Department, through its duly authorized representatives, employees, and contractors, may enter the facility to perform such work, and the cost thereof shall be chargeable to the Lessee and shall be immediately due and payable to the Department upon the performance of such work.

g. Portable or temporary advertising signs are prohibited.

h. The design, occupancy, and use of the airspace shall not adversely affect the use, safety, appearance, or enjoyment of the highway by smoke, fumes, vapors, odors, droppings, or any other objectionable discharges or emissions, or nuisances of any kind therefrom.

i. When, for the proposed use of the airspace, the highway requires additional highway facilities for the proper operation and maintenance of the highway, such facilities shall be provided by the Lessee without cost to either the Department or the FHWA and subject to both Department and FHWA approval.

j. The proposed use shall not cause or allow any changes in the existing drainage on the property under the airspace.

k. Lessee shall not occupy, use, permit, or suffer the airspace, the property, the facility, or any part thereof to be occupied or used for any illegal business use or purpose, for the manufacture or storage of flammable, explosive, or hazardous material, or any other hazardous activity, or in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future federal, state, or local laws, orders, directions, ordinances, or regulations.

l. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials affecting the property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Department. Similarly, if any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the airspace under lease, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Department from any claim, loss, damage, cost, charge, or expense arising out of any such contamination.

m. Existing utilities and all corresponding easements shall remain in place and Lessee shall not disturb or interfere with the same.

5. Indemnification. (select applicable paragraph)

Lessee is a Governmental Agency

To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its officers, agents, or employees, during the performance of the Agreement, except that neither Lessee, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by Lessee in the performance of services required under this Agreement, the Department will immediately forward the claim to Lessee. Lessee and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Department in such claim as described in this section. The Department's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Department and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

Note: No longer required for local governments.

Lessee is not a Governmental Agency

Lessee shall indemnify, defend, save, and hold harmless the Department, its agents, officers, and employees, from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees (including regulatory and appellate fees), arising out of or because of any acts, action, neglect, or omission by Lessee, or due to any accident, happening, or occurrence on the leased property or arising in any manner from the exercise or attempted exercise of Lessee's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the Department.

Lessee's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate, and to associate with the Department in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Lessor's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Department solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Lessee of a claim shall not release Lessee of the above duty to defend.

Note: No longer required for local governments.

6. Insurance. Lessee at its expense, shall maintain at all times during the term of this Agreement, public liability insurance protecting the Department and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the land arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than _____ (\$ _____) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than _____ (\$ _____) for property damage, or a combined

coverage of not less than _____ (\$ _____). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless the Department is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide the Department certificates showing such insurance to be in place and showing the Department as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the property.

7. Termination

- a. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice to the other party.
- b. It is understood and agreed to by the Lessee that the Department reserves the right to terminate this Agreement immediately without prior notice, in the event the Lessee violates any of the conditions of this Agreement and such violation is not corrected within a reasonable time after written notice of noncompliance has been given. In the event the Agreement is terminated and the Department deems it necessary to request the removal of the facility on the property, the removal shall be accomplished by the Lessee in a manner prescribed by the Department at no cost to the Department or the FHWA.
- c. The Lessee must notify the Department of its intention to renew this Agreement not later than thirty (30) days prior to the expiration of the original term. Lessee's failure to comply with the foregoing notice provision may result in the Department's refusal to renew the Agreement.
- d. Upon termination of this Agreement, Lessee shall deliver the property to the Department, or its agents, in the condition existing at the commencement of this Agreement, normal wear and tear excepted, unless a facility, any improvement, or any part thereof has been constructed on the property.
- e. If removal of the facility, improvements, or any part thereof is requested by the Department, any such structures shall be removed by the Lessee at Lessee's expense by midnight of the day of termination of this Agreement and the property restored as nearly as practicable.
- f. This Agreement is terminable by the Department in the event that the facility ceases to be used for its intended purpose or is abandoned.

8. Eminent Domain

Lessee acknowledges and agrees that its relationship with the Department under this Agreement is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Agreement. Termination of this Agreement for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Agreement, including any residual interest in the Agreement or any other facts or circumstances arising out of or in connection with this Agreement.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the property specified in this Agreement, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the property specified in this Agreement. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Agreement is still in existence on the date of taking or sale or has been terminated prior thereto.

9. Miscellaneous

a. The airspace and Lessee's rights under this Agreement shall not be transferred, assigned, or conveyed to another party without the prior written consent of the Department, subject to concurrence by the FHWA.

b. In conformance with the Civil Rights Act of 1964 (Title VI, Appendix "C") and 49 CFR Part 21, Lessee agrees as follows:

1. That as a part of the consideration hereof, Lessee does hereby covenant and agree as a covenant running with the land that (1) no person, on the ground of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said property and facility; (2) that in connection with the construction of any improvements on said property and facility and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors; and (3) that the Lessee shall use the property and facility in compliance with all other requirements imposed pursuant to 15 CFR Part 8, Subpart A.

2. That in the event of breach of any of the above covenants, the Department shall have the right to terminate this Agreement and to re-enter and repossess said property and the facility thereon, and hold the same as if this Agreement had never been made or issued.

c. During the term of this Agreement Lessee shall, at Lessee's own cost and expense, promptly observe and comply with all present or future laws, requirements, orders, directions, ordinances, and regulations of the United States of America, the State of Florida, county or local governments, or other lawful authority whatsoever, affecting the land, property, and facility or appurtenances or any part thereof, and of all insurance policies covering the property, land, and facility, or any part thereof.

d. In addition to or in lieu of the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

e. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

f. Lessee acknowledges that it has reviewed this Agreement, is familiar with its terms, and has had adequate opportunity to review this Agreement with legal counsel of Lessee's choosing. Lessee has entered into this Agreement freely and voluntarily. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and any previous owner of the property and landlord of Lessee are merged in this Agreement, which alone, fully and completely express the agreement between Lessee and the Department with respect to the subject matter hereof. No modification, waiver, or amendment of this Agreement or any of its conditions or provisions shall be binding upon the Department or Lessee unless in writing and signed by both parties.

g. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

h. This Agreement shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

i. All notices to the Department shall be sent to the address for rent payments and all notices to Lessee shall be sent to the property address provided herein or otherwise provided in writing to the Department.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

Downtown Investment Authority
LESSEE (Company Name, if applicable)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: Aundra C. Wallace

By: [Signature]
District Secretary

Name: Aundra C. Wallace

Name: Greg Evans

Title: Chief Executive Officer

Attest: [Signature]

Attest: _____ (Seal)

Name/Title: Lisa Lambert / Executive Secretary

Name: Karen Underwood

Legal Review: [Signature]

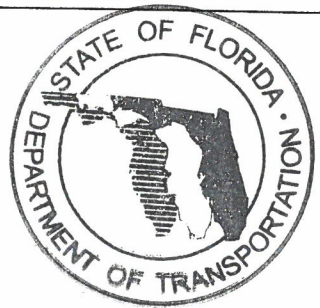
Title: Executive Assistant

District Counsel

Name: David Rudolph

FORM APPROVED:

[Signature]
Office of General Counsel



NOTARY PUBLIC
STATE OF FLORIDA
KAREN UNDERWOOD
MY COMMISSION # FF 178409
EXPIRES: November 20, 2018
Bonded Thru Budget Notary Services

Karen Underwood

ADDENDUM

This is an Addendum to that certain Lease Agreement between Downtown Investment Authority, a Community Redevelopment Agency established by and for the City of Jacksonville at 117 W. Duval Street, Suite 310, Jacksonville, Florida 32202

and the State of Florida Department of Transportation dated the 15th day of March, 2017.
In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof pursuant to Paragraph 9 (d) of said Agreement:

See Exhibit C

Downtown Investment Authority
LESSEE (Company Name, if applicable)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: Aundra C. Wallace

By: Greg Evans
District Secretary

Name: Aundra C. Wallace

Name: Greg Evans

Title: Chief Executive Officer

Attest: Lisa Lambert

Attest: _____ (Seal)

Name/Title: Lisa Lambert

Name: Karen Underwood

Legal Review: _____

Title: Executive Assistant

Melissa H. Blackwell

District Counsel

Name: Melissa H. Blackwell



KAREN UNDERWOOD
MY COMMISSION # FF 178409
EXPIRES: November 20, 2018
Bonded Thru Budget Notary Services

Karen Underwood

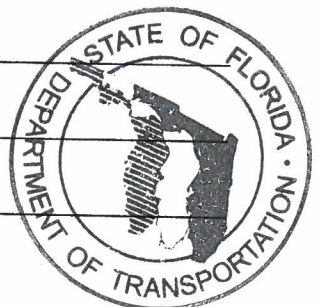


Exhibit A

PROJECT NAME: ACOSTA BRIDGE PARKING
STATE PROJECT NO. 72160-2478

LEGAL DESCRIPTION
PARKING LOT NO. 2

(Undeveloped Parking - Acosta Bridge Structures from Mary Street to
Cate Riverplace Drive)

A parcel of land situated in the Isaac Hendricks Grant, Section 44, Township 7 South, Range 26 East, Duval County Florida, and being a portion of the Right-of-Way for State Road No. 13 (South Approach to the Acosta Bridge) as shown on State of Florida Department of Transportation Right-of-Way Map of State Road No. 13 (Section 72160-2528), said parcel being more particularly described as follows:

For a Point of Reference commence on the northeasterly Right-of-Way line of said State Road No. 13 at a point which bears N 45° 59' 36" E a distance of 159.31 feet from the Baseline of Survey of said State Road No. 13 at Station 24+80.42; Run thence N 50° 05' 32" W along said northeasterly Right-of-Way Line a distance of 42.55 feet to the Point of Beginning; Run thence along said northeasterly Right-of-Way line the following three (3) courses and distances:

- 1) N 50° 05' 32" W, 50.99 feet
- 2) N 43° 22' 38" W, 27.54 feet
- 3) N 26° 23' 40" W, 111.52 feet, to a point which bears N 62° 04' 38" E a distance of 132.39 feet from said Baseline of Survey of State Road No. 13 at Station 27+22.66; thence N 26° 23' 40" W a distance of 7.26 feet; thence N 69° 51' 52" W a distance of 21.57 feet to the beginning of a curve concave to the southeast having a radius of 45.00 feet; thence westerly and southerly 62.22 feet along the arc of said curve (said arc being subtended by a chord bearing S 53° 45' 27" W a distance of 58.12 feet); thence S 17° 22' 47" W a distance of 20.59 feet to the beginning of a curve concave to the east having a radius of 48.00 feet; thence southerly 37.62 feet along the arc of last said curve (said arc being subtended by a chord bearing S 5° 04' 27" E a distance of 36.67 feet; thence S 27° 31' 40" E a distance of 98.95 feet to the beginning of a curve concave to the northeast having a radius of 159.077 feet; thence southeasterly 42.87 feet along the arc of last said curve (said arc being subtended by a chord bearing S 35° 14' 52" E a distance of 42.74 feet) to the beginning of a curve concave to the southwest having a radius of 191.00 feet; thence southeasterly 45.33 feet along the arc of last said curve (said arc being subtended by a chord bearing S 36° 10' 07" E a distance of 45.22 feet); thence N 60° 22' 47" E a distance of 45.20 feet; thence N 33° 54' 30" E a distance of 87.13 feet to the point of beginning.

Containing 0.560 acres, more or less.

A sketch of the above described parcel is attached hereto and made a part hereof.

Description Prepared By:
FRED WILSON & ASSOCIATES
3970 Hendricks Avenue
Jacksonville, FL 32209

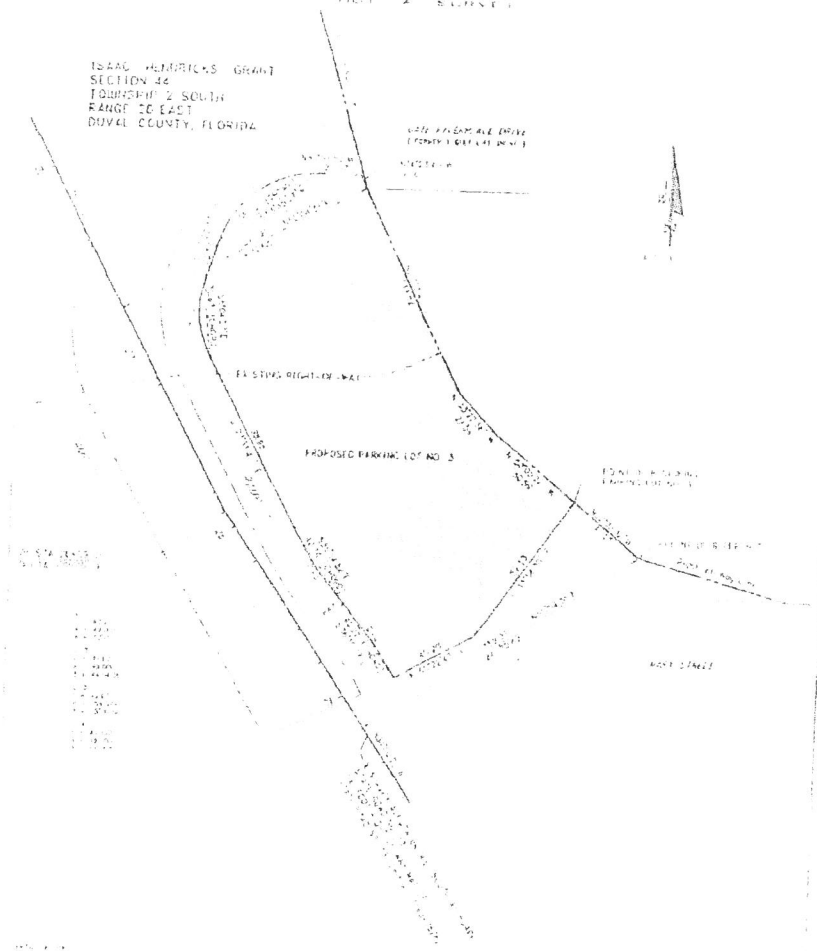
Donald R. Potter
Donald R. Potter
Professional Surveyor and Mapper
Florida Certificate No. 1865

Date 12.12.1999

SKETCH TO SHOW PROPOSED PARCEL FOR PARKING LOT NO. 3
 (See Page 1 hereof for complete legal description of proposed parcel)

FOR:
 THE JACKSONVILLE TRANSPORTATION AUTHORITY
 (FOUR * SIX EIGHT EIGHT)

ISAAC HEMBRICKS GRANT
 SECTION 44
 TOWNSHIP 2 SOUTH
 RANGE 10 EAST
 DUVAL COUNTY, FLORIDA

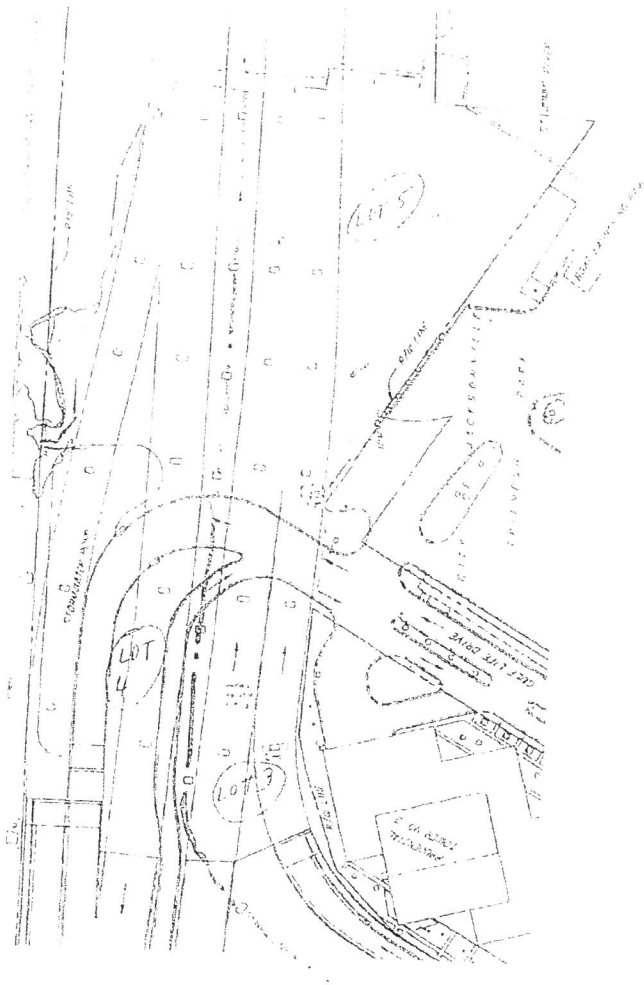


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10-12-1997

NOTES
 1) THIS SKETCH DOES NOT REPRESENT A SURVEY
 2) BEARINGS ARE BASED ON THE BASELINE OF SURVEY AS SHOWN ON THE RIGHT OF WAY MAP FOR STATE ROAD NO. 13 (SECTION 22160-2400) AND REFER TO TRANSVERSE MEASUREMENTS (EAST ZONE) NOT TO BEA NORTH



PROJECT NAME: ACOSTA BRIDGE EXPANSION
(L&L) TRAFFIC NO. 72160-2528

LEGAL DESCRIPTION
TAPPING LOT NO. 1

(Underground Parking + Acosta Bridge Structure from Mary Street to Gate Diverplace Drive)

A parcel of land situated in the Isaac Hendricks Grant, Section 44, Township 2 South, Range 26 East, Duval County Florida, and being a portion of the Right-of-Way for State Road No. 13 (South Approach to the Acosta Bridge) as shown on State of Florida Department of Transportation Right-of-Way Map of State Road No. 13 (Section 72160-2528), said parcel being more particularly described as follows:

For a Point of Beginning, commence at a point which bears S 62° 04' 38" W a distance of 36.15 feet from the Baseline of Survey of said State Road No. 13 at Station 26+17.85; Run thence S 28° 37' 42" E a distance of 119.03 feet; thence N 64° 21' 49" E a distance of 53.08 feet to a point on a curve concave to the southwest having a radius of 173.00 feet; thence northwesterly 41.16 feet along the arc of said curve (said arc being subtended by a chord bearing N 36° 09' 05" W a distance of 41.06 feet) to the beginning of a curve concave to the northeast having a radius of 177.077 feet; thence northwesterly 47.72 feet along the arc of last said curve (said arc being subtended by a chord bearing N 35° 14' 52" W a distance of 47.57 feet; thence N 27° 31' 40" W a distance of 99.95 feet to the beginning of a curve concave to the east having a radius of 67.00 feet; thence northerly 52.51 feet along the arc of last said curve (said arc being subtended by a chord bearing N 5° 04' 27" W a distance of 51.18 feet; thence N 17° 22' 47" E a distance of 19.17 feet to the beginning of a curve concave to the southeast having a radius of 68.00 feet; thence northeasterly 27.22 feet along the arc of last said curve (said arc being subtended by a chord bearing N 28° 50' 44" E a distance of 27.03 feet) to the beginning of a curve concave to the southwest having a radius of 2.50 feet; thence northerly and westerly 6.09 feet along the arc of last said curve (said arc being subtended by a chord bearing N 29° 30' 04" W a distance of 4.69 feet) to the beginning of a curve concave to the southeast having a radius of 22.5 feet; thence southwesterly 20.95 feet along the arc of last said curve (said arc being subtended by a chord bearing S 54° 27' 29" W a distance of 68.50 feet); thence S 61° 46' 11" E a distance 2.50 feet to a point on a curve concave to the east having a radius of 75.667 feet; thence southerly 70.47 feet along the arc of last said curve (said arc being subtended by a chord bearing S 1° 55' 50" W a distance of 67.95 feet) to the beginning of a curve concave to the northeast having a radius of 901.596 feet; thence southeasterly 76.78 feet along the arc of last said curve (said arc being subtended by a chord bearing S 27° 11' 20" E a distance of 70.75 feet) to the Point of Beginning.

Containing 12,632 square feet, more or less.

A sketch of the above described parcel is attached hereto and made a part hereof.

Description Prepared By:
FRED WILSON & ASSOCIATES
3870 Hendricks Avenue
Jacksonville, FL 32207

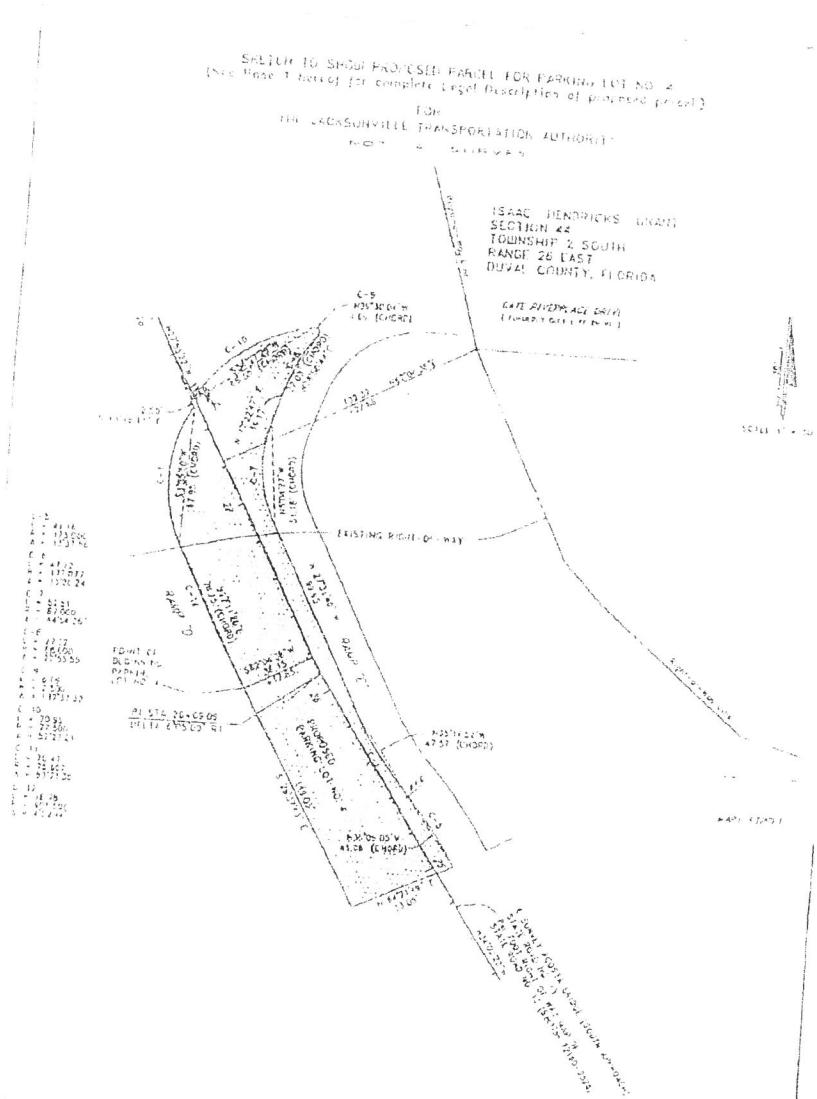
Donald R. Putter
Donald R. Putter
Professional Surveyor and Mapper
Florida Certificate No. 1865

Date: 12-12-1994

SKETCH TO SHOW PROPOSED FACILITY FOR PARKING LOT NO. 4
 (See Page 1 hereof for complete legal description of proposed parcel)

FOR
 THE JACKSONVILLE TRANSPORTATION AUTHORITY
 PROJECT NO. 98-100-000

ISAAC HENDRICKS GRANT
 SECTION 42
 TOWNSHIP 2 SOUTH
 RANGE 26 EAST
 DUVAL COUNTY, FLORIDA

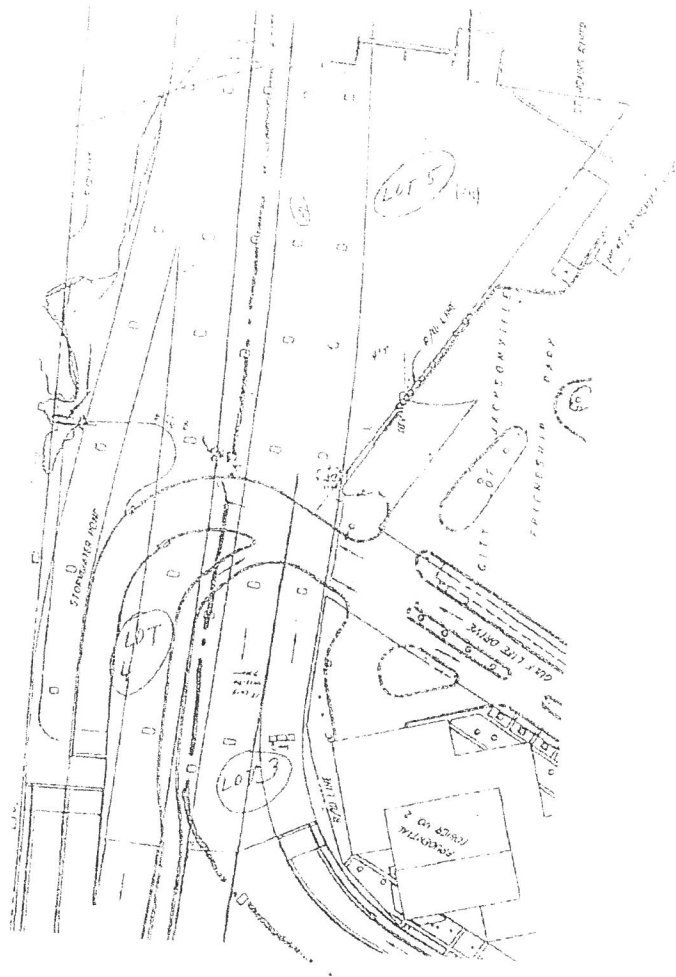


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- C-47 123.506
- C-48 123.506
- C-49 123.506
- C-50 123.506

DATE: 12-12-1994
 THIS SKETCH WAS PREPARED BY PERSONS OF
 CERTAIN AND CAPABILITY AND WILL BE IN FULL COMPLIANCE WITH
 THE REQUIREMENTS OF THE FLORIDA STATUTES AND THE
 RULES OF THE BOARD OF PROFESSIONAL ENGINEERS
 AND SURVEYORS OF THE STATE OF FLORIDA.

BY: JANE WILSON & ASSOCIATES
 2520 HENRY STREET
 JACKSONVILLE, FLORIDA 32209
 12-12-1994
 JANE WILSON
 PROFESSIONAL ENGINEER AND SURVEYOR
 LICENSE NO. 12121
 EX. 12121-0000

NOTES:
 1) THIS SKETCH DOES NOT REPRESENT A SURVEY
 2) BEARINGS ARE BASED ON THE BASELINE OF
 SURVEY AS SHOWN ON 1987 RIGHT-OF-WAY MAP
 FOR STATE ROAD NO. 13 (SECTION 72160 2526)
 AND REFER TO TRANSVERSE MERCATOR GRID LINES
 (EAST ZONE) NOT TO TRUE NORTH



LOT NO. 4

GENERAL PLAN: ACOSTA BRIDGE PARKING
STATE PROJECT NO. 72160-252E

LEGAL DESCRIPTION
PARKING LOT NO. 5

(Underdeck Parking - Acosta Bridge Structures from Gate Riverplace Drive to the Saint Johns River)

A parcel of land situated in the Isaac Hendricks Grant (Section 44), and in unsurveyed Sections 23 and 24, Township 2 South, Range 20 East, Duval County Florida, and being a portion of the Right-of-Way for State Road No. 13 (South Approach to the Acosta Bridge) as shown on State of Florida Department of Transportation Right-of-Way Map of State Road No. 13 (Section 72160-252E), said parcel being more particularly described as follows:

For a Point of Reference, commence at the intersection of the south Right-of-Way line of Gate Riverplace Drive (a 71.5 foot Right-of-Way as presently established) with the northeasterly Right-of-Way line of said State Road No. 13, said point bearing N 62° 04' 36" E a distance of 132.39 feet from the Baseline of Survey of said State Road No. 13 at Station 27+22.68; Run thence N 17° 18' 13" W a distance of 54.51 feet to the Point of Beginning; Run thence along the Right-of-Way line of said State Road No. 13 the following three (3) courses and distances:

- 1) N 17° 18' 13" W 88.97 feet;
- 2) N 3° 04' 42" E, 345.58 feet to the Official Bulkhead Line along the Saint Johns River as recorded in Bulkhead Plat Book 1, Page 2 of the public records of said County;
- 3) S 64° 26' 06" W, 136.94 feet along said Official Bulkhead Line and Right-of-Way line; thence continue S 64° 26' 06" W along said Official Bulkhead line a distance of 200.12 feet; thence along said Official Bulkhead line S 38° 42' 18" W a distance of 26.79 feet to the Safe Upland Line (Elevation 1.95) as shown on said Right-of-Way Map of State Road No. 13; thence along said Safe Upland Line the following seven (7) courses and distances:

- 1) S 5° 57' 44" E, 68.10 feet;
- 2) S 25° 37' 56" E, 100.06 feet;
- 3) S 9° 21' 49" W, 24.76 feet;
- 4) S 23° 02' 58" N, 16.95 feet;
- 5) S 45° 29' 24" W, 19.62 feet;
- 6) S 45° 44' 57" E, 37.60 feet;
- 7) S 27° 44' 43" E, 64.60 feet;

thence continue S 27° 44' 43" E a distance of 15.23 feet; thence N 57° 38' 49" E a distance of 58.04 feet to the beginning of a curve concave to the south having a radius of 25.077 feet; thence easterly 31.12 feet along the arc of said curve (said arc being subtended by a chord bearing S 85° 23' 36" E a distance of 29.15 feet); thence S 45° 45' 39" E a distance of 31.46 feet to a point on a curve concave to the southeast having a radius of 105.50 feet; thence easterly 51.88 feet along the arc of last said curve (said arc being subtended by a chord bearing N 65° 11' 15" E a distance of 89.00 feet); thence S 89° 51' 52" E a distance of 55.71 feet, to the Point of Beginning.

Containing 2.430 acres, more or less.

A sketch of the above described parcel is attached hereto and made a part hereof.

Description Prepared By:
FRED WILSON & ASSOCIATES
3570 Hendricke Avenue
Jacksonville, Fl. 32207

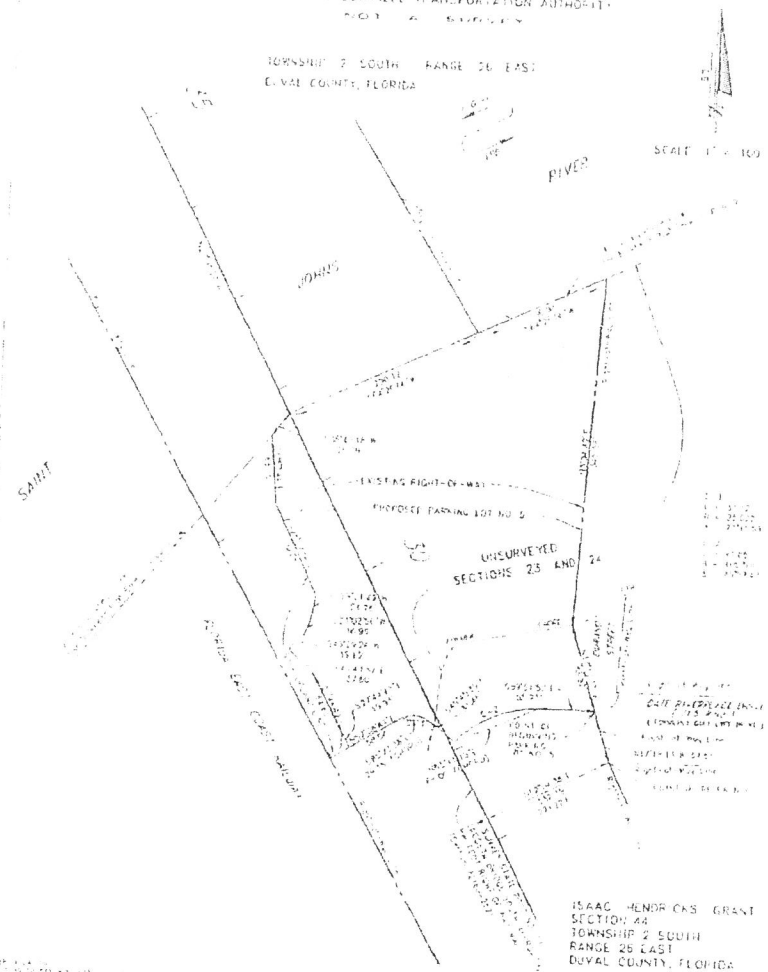
Donald E. Potter
Donald E. Potter
Professional Surveyor and Mapper
Florida Certificate No. 1265

Date 12-12-1994

SKETCH OF KNOWN PROPOSED PARCEL FOR PARKING LOT NO. 2
 (See Page 1 for a complete legal description of proposed parcel)

FOR:
 THE JACKSONVILLE TRANSPORTATION AUTHORITY
 PROJECT NO. 10000000000000000000

TOWNSHIP 2 SOUTH RANGE 26 EAST
 DUVAL COUNTY, FLORIDA

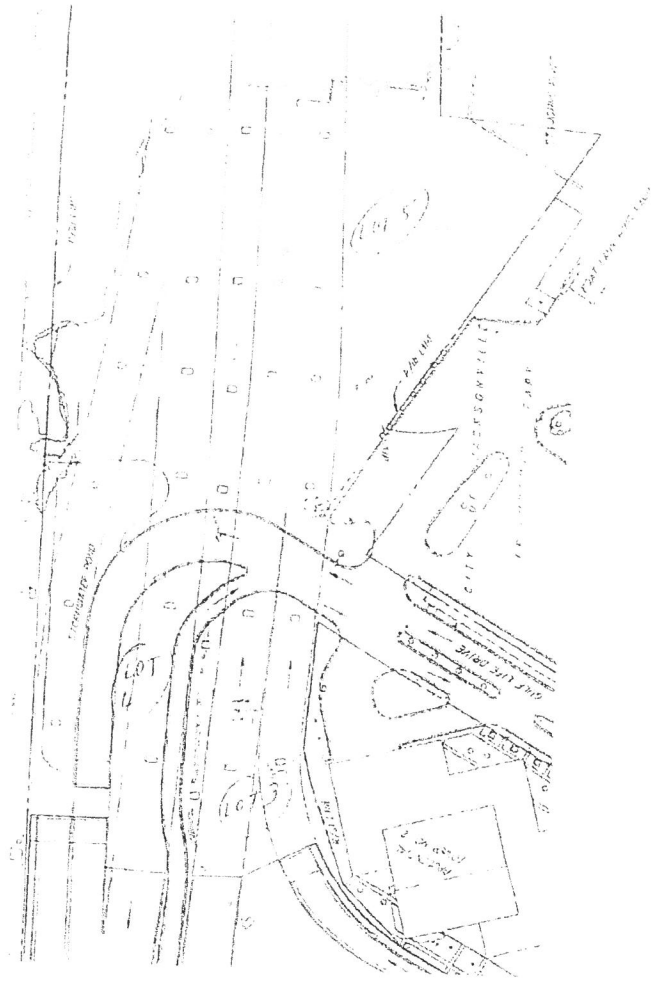


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ISAAC HENDRICKS GRANT
 SECTION 24
 TOWNSHIP 2 SOUTH
 RANGE 26 EAST
 DUVAL COUNTY, FLORIDA

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NOTES
 1) THIS SKETCH DOES NOT REPRESENT A SURVEY
 2) BEARINGS ARE BASED ON THE BASELINE OF SURVEY AS SHOWN ON FDOT RIGHT OF WAY MAP FOR STATE ROAD NO. 13 (SECTION 22 MC-2526) AND REFER TO TRANSVERSE MERCATOR OR D.LINES (EAST ZONE) NOT TO TRUE NORTH



17

LOCAL MAP No. 1000
SECTION 26 EAST, TOWNSHIP 3 SOUTH, RANGE 26 EAST, DEVAL COUNTY, FLORIDA

UNDERDECK PARKING

Underdeck Parking - Acosta Bridge Structures (North Approach) lying west of the Florida East Coast Railway along Riverside Avenue

A parcel of land situated in the Francis J. Ross Grant, Section 15, Township 3 South Range 26 East, Deval County Florida, and being a portion of the existing Right-of-Way for State Road No. 13 and State Road No. 15 as shown on State of Florida Department of Transportation Right-of-Way Map for said State Road No. 13 (Section 72160-2528), said parcel being more particularly described as follows:

For a point of beginning commence at the intersection of the northwesterly Right-of-Way line of said State Road No. 13 and State Road No. 15 with the southwesterly Right-of-Way line of McCoy's Street (now closed) as shown on Plat of Brooklyn as recorded in the former public records of said County in Deed Book "A" at Pages 722 thru 724, said point bearing N 47° 07' 37" W a distance of 49.65 feet from the Baseline of Survey of State Road No. 15 at Station 215+56.45 as shown on said Right-of-Way Map of State Road No. 13; Run thence S 42° 35' 16" W along said northwesterly Right-of-Way line of State Road No. 13 and 15 a distance of 14.42 feet; thence S 40° 07' 13" E a distance of 47.01 feet; thence S 36° 33' 34" E a distance of 55.60 feet; thence S 35° 09' 47" E a distance of 55.07 feet to the existing southeasterly Right-of-Way line of said State Road No. 13 and 15; thence N 62° 29' 30" E along last said Right-of-Way line a distance of 341.21 feet; thence continue along last said Right-of-Way line S 87° 05' 45" E a distance of 116.45 feet to the southwesterly Right-of-Way line of the Florida East Coast Railway as shown on said Right-of-Way Map of State Road No. 13; Thence along said Railway Right-of-Way line the following ten (10) courses and distances:

- 1) N 29° 33' 45" W, 60.00 feet;
 - 2) S 62° 29' 30" W, 11.91 feet;
 - 3) N 26° 36' 10" W, 20.53 feet to the beginning of a curve concave to the southwest having a radius of 550.53 feet;
 - 4) Northwestwardly 69.34 feet along the arc of said curve (said arc being subtended by a chord bearing N 32° 14' 36" W a distance of 65.25 feet);
 - 5) N 25° 51' 08" W, 110.49 feet to the beginning of a curve concave to the southwest having a radius of 502.68 feet;
 - 6) Northwestwardly 105.76 feet along the arc of last said curve (said arc being subtended by a chord bearing N 42° 06' 54" W a distance of 109.50 feet);
 - 7) S 78° 00' 00" W, 9.15 feet;
 - 8) S 42° 48' 54" W, 14.40 feet;
 - 9) N 29° 35' 22" E, 71.23 feet to a point on a curve concave to the southwest having a radius of 513.88 feet;
 - 10) Northwestwardly 40.17 feet along the arc of last said curve (said arc being subtended by a chord bearing N 59° 18' 56" W a distance of 40.15 feet) to said northwesterly Right-of-Way line of State Road No. 13 and 15;
- thence along last said Right-of-Way line the following seven (7) courses and distances:
- 1) S 60° 27' 02" W, 17.95 feet;
 - 2) S 11° 25' 16" W, 130.52 feet;
 - 3) S 54° 48' 13" W, 41.41 feet;
 - 4) S 26° 09' 47" E, 15.75 feet;
 - 5) S 28° 10' 47" E, 19.08 feet;
 - 6) S 27° 21' 43" E, 8.39 feet;
 - 7) S 41° 15' 34" W, 227.95 feet, to the point of beginning.

Containing 2.432 acres, more or less, exclusive of 2.342 Acres here or less occupied by Retention Pond No. 9.

Donald M. Porter, 6601 W. Federal Highway
P.O. Box 10000, Jacksonville, FL 32210-1000

LAND DESCRIPTION
PARCEL 100 AC. ±

A sketch of the above described parcel is attached hereto and
will be part hereof.

Description Prepared By:
FRED WILSON & ASSOCIATES
3970 Hendricks Avenue
Jacksonville, FL 32207
LS No. 131

Donald M. Porter
Donald M. Porter
Professional Surveyor and Mapper
Florida Certificate No. 1858

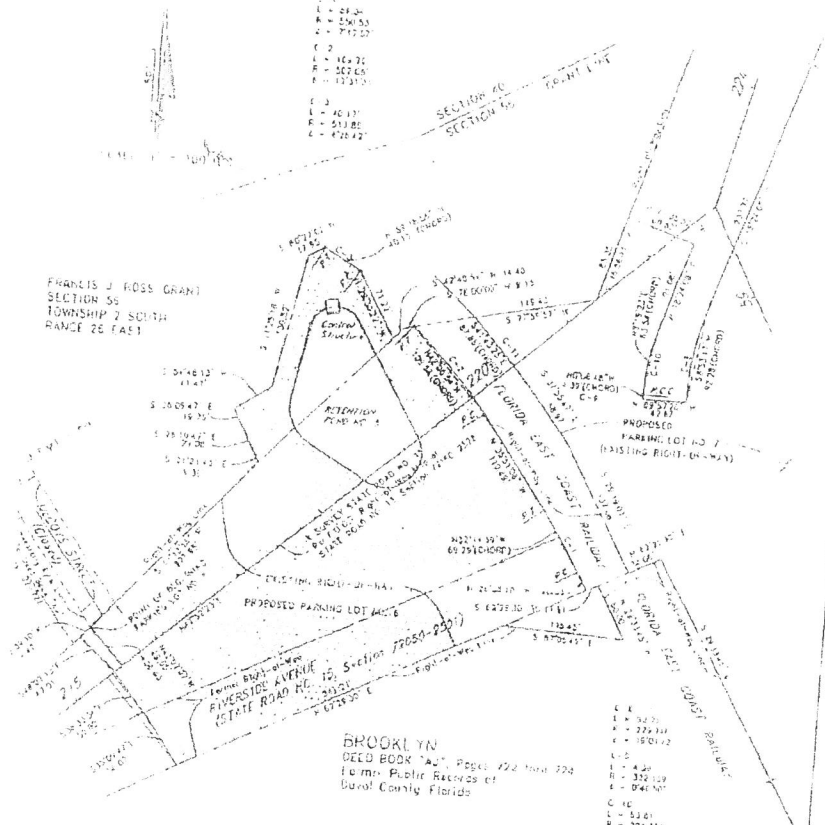
Date: 12-12-1997

THIS IS ONLY PROPOSED PART 1 FOR PARKING LOT NO. 6
 PART 2 WILL BE COMPLETE LEGAL BOUNDARIES OF PROPOSED PART
 LOT.

SECTION 40
 SECTION 45

C 1
 L = 29.24
 R = 256.53
 A = 712.00
 C 2
 L = 16.72
 R = 327.65
 A = 113.75
 C 3
 L = 40.13
 R = 513.85
 A = 418.42

FRANKLIN J. ROSS GRANT
 SECTION 56
 TOWNSHIP 7 SOUTH
 RANGE 2E EAST



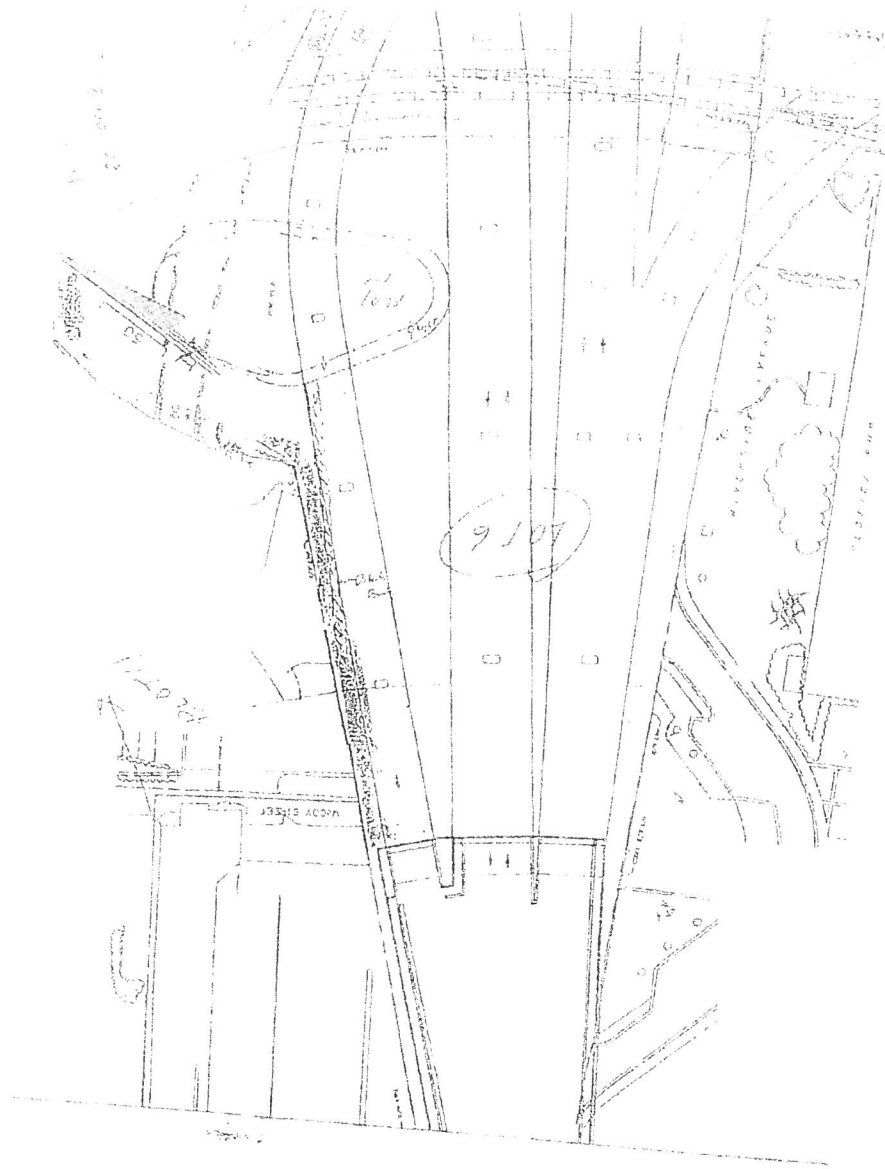
BROOKLYN
 DEED BOOK 742, Pages 220 thru 224
 Form - Public Records of
 Duval County Florida

C 4
 L = 32.70
 R = 276.33
 A = 180.12
 C 5
 L = 4.40
 R = 332.19
 A = 104.50
 C 6
 L = 53.61
 R = 251.32
 A = 120.52
 C 7
 L = 27.42
 R = 284.00
 A = 73.12

PROPOSED
 THIS SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS IN THE PRESENCE OF THE PROPERTY OWNERS AND NEIGHBORS WHOSE NAMES ARE LISTED ON THESE PLATS. THE SURVEYOR HAS BEEN ADVISED BY THE PROPERTY OWNERS AND NEIGHBORS THAT THE PLATS CORRECTLY REPRESENT THE BOUNDARIES OF THE PROPERTY DESCRIBED THEREON.

FRANKLIN J. ROSS GRANT
 1830 HIGHLAND AVENUE
 JACKSONVILLE, FLORIDA 32202
 Surveyor
 Date: 12-12-1998

NOTES:
 1) THIS SURVEY DOES NOT REPRESENT A SURVEY
 2) BEARINGS AND DISTANCES ARE BASED ON THE BASELINE OF
 SURVEY AS SHOWN ON FOOT RIGHT OF WAY MAP
 FOR STATE ROAD NO. 12 (SECTION 40 AND 45)
 AND REFER TO TOWNSHIP 7 SOUTH RANGE 2E EAST
 SECTION 40 AND 45



107 107

EXHIBIT "C" - AIRSPACE AGREEMENT ADDENDUM

Item/Segment Number: 72160-2528
District: Two
F. A. P. No.: BRM-2665-(1)
State Road Number: 13
County: Duval

This Airspace Agreement Addendum ("Addendum") is made and entered into by and between the Downtown Investment Authority ("DIA"), a Community Redevelopment Agency created by the City of Jacksonville, Florida ("Lessee"), and the State of Florida Department of Transportation ("Lessor") this 1st day of March, 2017. The terms of this Addendum are made part of and merged into that certain Airspace Agreement ("Agreement") entered into by and between Lessor and Lessee of even date herewith. This Addendum and the Agreement are referred to collectively as the "Lease".

1. In the performance of this Lease, the parties shall comply with all applicable federal, state, local, administrative, regulatory, safety, and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Federal Highway Administration ("Governmental Law").

2. Lessee shall not make improvements to the real property described in Exhibit "A" of the Agreement ("Property"), or to existing or previously approved improvements, absent Lessor's prior written consent.

3. Lessee shall not alter, modify or attach anything to the Acosta Bridge Structure, including the bridge supports, absent Lessor's prior written consent. Nothing may be kept, stored, constructed or improved within six (6) feet of any bridge support.

4. The parties specifically agree that Paragraph 4 (Use, Occupancy, and Maintenance), subsection (l) is stricken in its entirety and replaced with the following:

Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials affecting the property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary as attributable to the Lessee's use of the airspace under lease, as determined by the Department. Similarly, if any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the airspace under lease, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend and hold harmless the Department from any claim, loss, damage, cost, charge, or expense arising out of any such contamination.

5. The parties specifically agree that Paragraph 5 (Indemnification) of the Airspace Agreement is stricken in its entirety and replaced with the following:

To the maximum extent provided by applicable law, Lessee shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by or resulting, directly or indirectly, in whole or in part, from Lessee's negligence, intentional or wrongful acts, omissions or the performance or breach of the Lease ("Liabilities"). Lessee shall immediately notify the Department in writing upon becoming aware of any Liabilities. Lessee shall, upon the Department's written demand, participate and associate with the Department in the defense and trial of any Liabilities, including related settlement negotiations. The inability of Lessee to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA"), and the Clean Water Act ("CWA").

The indemnification requirements set forth in this section specifically do not encompass indemnifying the Department, or any other third party, for its negligence, intentional or wrongful acts, omissions, or breach of contract.

6. The parties specifically agree that Paragraph 6 (Insurance) of the Airspace Agreement is stricken in its entirety and replaced with the following:

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

The Program will respond to general liability and automobile liability losses arising directly and indirectly from the negligent acts or omissions of the **Lessee** subject to the provision and limitations imposed under section 768.28 Florida Statutes. The Program does not provide for a waiver of sovereign immunity beyond the statutory limitations on liability provided in section 768.28 Florida Statutes

7. Nothing in the Lease shall be deemed or otherwise interpreted as waiving the Department's, or the Lessee's, sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes (2016).

8. Lessee shall operate, maintain and repair the Property and improvements thereon, specifically excluding the Acosta Bridge Structure and bridge supports, at its sole

cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of the Lease and applicable Governmental Law.

9. The rights and benefits acquired by Lessee by virtue of the Lease are subordinate and inferior to the rights of Lessor.

10. Lessor's rights to terminate the Lease as set forth in section seven (7) of the Agreement are expressly without liability to Lessee. Lessee waives and shall not assert any claims, in whole or in part, against Lessor as a result of Lessor's termination of the Lease.

11. Lessor, in its sole discretion, may suspend the Lease, i.e., Lessee's possession and use of the Property, on such occasions, for such lengths of time and for such purposes as Lessor deems reasonable to meet Lessor's needs. Lessor shall provide Lessee with thirty (30) days prior written notice of suspension of the Lease.

If, in Lessor's sole determination, the integrity or safety of the Property, Acosta Bridge Structure, including bridge supports, or adjoining property owned, controlled or utilized by Lessor, requires immediate maintenance or repair for the benefit of public health, safety or welfare, Lessor may immediately suspend the Lease without prior notice to Lessor.

Lessor shall vacate suspension of the Lease as soon practicable.

Suspension of the Lease is expressly without liability to Lessee.

12. All notices, communications and determinations between the parties and those required by this Addendum and the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Lessor: _____

Lessee: _____

11. The parties shall comply with Chapter 119, Florida Statutes.

13. This Addendum and the Agreement shall be governed in all respect by the laws of the State of Florida.

14. Venue for any and all actions arising out of or in any way related to the interpretation, validity, negotiation, performance, or breach of this Addendum or the Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

15. All persons and entities accepting an assignment of this Addendum or the Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, negotiation, performance, or breach of this Agreement.

16. The parties waive the right to trial by jury of all disputes concerning the interpretation, validity, negotiation, performance, or breach of this Addendum or the Agreement.

17. This Addendum and the Agreement are not assignable absent the prior written consent of Lessor. Nothing in this section prevents Lessee from delegating its contractual duties, but such delegation shall not release Lessee from its obligation to perform this Addendum and the Agreement.

18. Nothing in this Addendum or the Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity.

19. With the exception of any Department Permits which may issue, this Addendum and the Agreement contain the entire understanding of the parties and no representations or promises have been made except those that are specifically set out in this Addendum and the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties with respect to the subject matter of this Addendum and the Agreement are waived, merged in, and superseded by this Addendum and the Agreement.

20. The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of this Addendum and the Agreement and shall do all other acts to effectuate the same.

21. By their signatures below, the parties acknowledge the receipt, adequacy and sufficiency of consideration provided in this Addendum and the Agreement and forever waive the right to object to or otherwise challenge the same.

22. The failure of either party to insist on the performance / compliance with any term or provision of this Addendum or of the Agreement on one or more occasions shall not constitute a waiver or relinquishment of the same and all such terms and provisions shall remain in full force and effect unless specifically waived or relinquished in writing.

23. No term or provision of this Addendum or the Agreement shall be interpreted for or against either party because that party or that party's legal representative drafted the provision.

24. A modification or waiver of any of the provisions of this Addendum or the Agreement shall be effective only if made in writing and executed with the same formalities as this Addendum and the Agreement.

IN WITNESS WHEREOF, the parties execute this Addendum consisting of five (5) pages.

Florida Department of Transportation

By: *Greg Evans*

Printed Name: Greg Evans

Title: District Two Secretary

Date: March 1, 2017

Legal Review:

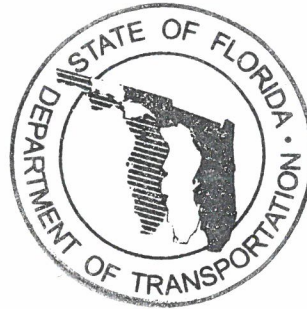
By: *[Signature]*

Office of the General Counsel
Florida Department of Transportation

Attest:

By: *Lisa Lambert*

Printed Name: Lisa Lambert



Downtown Investment Authority

By: *Aundra C. Wallace*

Printed Name: Aundra C. Wallace

Title: Chief Executive Officer

Date: 2/28/2017

Legal Review:

By: *[Signature]*

Attest:

By: *Karen Underwood*

Printed Name: Karen Underwood



KAREN UNDERWOOD
MY COMMISSION # FF 178409
EXPIRES: November 20, 2019
Bonded Thru Budget Notary Services