

Prepared by and return to:

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

## **AIR RIGHTS EASEMENT AGREEMENT**

This **AIR RIGHTS EASEMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of \_\_\_\_\_, 202\_ (the “**Effective Date**”) by and between the **CITY OF JACKSONVILLE**, a municipal corporation and political subdivision of the State of Florida (the “**Grantor**”), whose address is 117 West Duval Street, Suite 480, Jacksonville, Florida 32202, and [\_\_\_\_\_] (the “**Grantee**”), whose address is \_\_\_\_\_ . Whenever used herein, the terms “Grantor” and “Grantee” shall include all of the parties to this instrument and their heirs, personal representatives, successors, and assigns.

### **Recitals:**

A. Grantor and Grantee are parties to that certain Development Agreement dated as of \_\_\_\_\_, \_\_, 20\_\_ (the “**Development Agreement**”).

B. Grantor is the owner of certain real property located in Duval County, Florida as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the “**Easement Air Space**”).

C. Grantee is the owner of certain real property located in Duval County, Florida that is legally described and generally depicted in Exhibit B attached hereto and incorporated herein by this reference (the “**Benefitted Property**”), upon which Grantee intends to construct, among other things, two (2) mid-rise residential buildings each containing approximately 200 units, together with some additional ancillary retail uses (the “**Buildings**”), which will comprise a portion of the Mixed-Use Component of the Project as defined in the Development Agreement.

D. Pursuant to the terms of the Development Agreement, Grantee has requested that Grantor provide an air rights easement to Grantee, and Grantor has agreed to grant such easement pursuant to the terms and provisions set forth in this Agreement.

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

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

2. **Defined Terms.** Each capitalized term used herein and not otherwise defined shall have the meaning given to such term in the Development Agreement.

3. **Grant of Easement.** Grantor does hereby grant to Grantee, and Grantee's successor and assigns, an unobstructed and exclusive easement (the "**Easement**") over, across, and through the Easement Air Space with the right, privilege, and authority to construct, install, operate, maintain, improve, remove, repair, and/or replace an elevated pedestrian walkway within the Easement Air Space which will connect the Buildings (the "**Improvements**"). This Agreement shall automatically terminate upon the complete demolition of the Buildings, unless the Buildings are demolished as a result of a Force Majeure event in which case the Easement shall survive so long as reconstruction of the Buildings are diligently pursued. Thereafter, on demand of Grantor Grantee shall deliver to Grantor its quitclaim of the Easement Air Space or such other evidence of termination of this Easement, which shall be recorded in the Public Records of Duval County, Florida.

4. **Improvements.** The initial Improvements shall be constructed in accordance with the Development Agreement, and shall constitute a portion of the "Mixed-Use Component" thereunder. Following Substantial Completion of the Mixed-Use Component, Grantee may, at its expense, make additional Improvements or modifications to the Improvements ("**Additional Improvements**"); provided, however, that Grantee shall provide Grantor with advance written notice of (but shall not need Grantor approval of) any such Additional Improvements that exceed \$50,000 (increasing at an annual rate of 2%) and Grantee shall deliver to Grantor all information reasonably requested by Grantor related to such Additional Improvements. Any and all such Additional Improvements shall be and remain part of the Easement Air Space and shall be subject to this Agreement. In no event shall Grantor be obligated to reimburse or compensate Grantee or any other person or entity for any such Additional Improvements, and Grantee hereby waives any right to reimbursement or compensation for any such Additional Improvements. All construction of Additional Improvements shall be performed in a good and workmanlike manner and in compliance with the terms of the Development Agreement and all applicable federal, state, and local laws, rules and regulations, including, without limitation, all applicable Governmental Approvals. For purposes of this Agreement, once the Additional Improvements have been constructed, the Additional Improvements shall be deemed part of the Improvements, as defined in this Agreement.

5. **Maintenance of Improvements.** Grantee shall maintain, repair and replace, as necessary, all Improvements constructed on or within the Easement Air Space in good condition and in good repair at all times. Grantee shall take commercially reasonable action to ensure that the construction, maintenance, use and operation of the Improvements constructed within the Easement Air Space does not pose a threat, danger or interference with the health, welfare, or safety of the public in the operation of any property of Grantor adjacent to the Easement Air Space or Buildings as currently in use or as the same may be used in the future.

6. **Maintenance of Grantor Property.** Grantee agrees, at its sole cost and expense, for so long as this Agreement is in effect, to take all commercially reasonable steps to ensure that

the construction contemplated herein and the Improvements do not result in any damage to any property of Grantor and to repair any such damage at Grantee's sole cost and expense.

**7. Indemnification.** Grantee agrees to indemnify, defend, and hold the Grantor and its respective officers, agents, and employees harmless from and against any and all injury, loss, cost, damage, expense, action, threat, demand, suit, proceeding judgment, or liability of any nature whatsoever, including attorney fees at the trial and appellate level (including without limitation, injury (whether mental or corporeal) to persons (including death), or damage or destruction to property) which may be claimed, asserted, or recovered against or from the Grantor or its agents, officers, or employees, arising from or out of and/or in any manner connected with Grantee and/or its employees, contractors, licensees and invitees arising out of, related to, in connection with, or incidental to (i) the use (including use by the public generally), occupation, and/or access of or to the Easement, and the use, construction, maintenance, operation, or repair or any Improvements within the Easement Air Space, (ii) the negligent or intentional actions or omissions of Grantee, its members, managers, officers, employees, agents, representatives, agents, invitees, assignees, licensees, guests, customers, and subtenants, in or about the Easement, or in the use, occupation, and/or access of or to the Easement, (iii) Grantee's breach of the provisions of this Agreement or any default or violation hereunder or (iv) the construction and the maintenance, repair or replacement of the Improvements. Grantor shall provide reasonable notice to Grantee of the applicable claim or liability for indemnity as provided in this Section, and Grantee shall defend Grantor in such claim or liability and allow Grantor, at Grantee's 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 this Agreement or otherwise. The indemnity obligations set forth in this Agreement shall survive the expiration or termination of this Agreement.

**8. Insurance.** For so long as this Agreement shall remain in effect, Grantee, at its sole cost and expense and for the benefit of the Grantor, shall purchase and maintain the insurance coverages and comply with the insurance terms and conditions with respect to the Improvements, including, without limitation, the construction, use and operation of the Improvements during the term of this Agreement, as set forth on Exhibit C attached hereto and incorporated herein by this reference. Prior to the commencement of construction of any Additional Improvements, Grantee shall furnish the Grantor with certificates of the policies together with proof of payment of the premium thereof and shall, upon expiration of the term of any such policies similarly furnish to the Grantor a certificate of such renewal policy with proof of payment of the premium thereof.

**9. Mortgages.**

(a) Grantee, and its successors, subtenants and assigns permitted hereunder shall have the right to mortgage and pledge its interest in this Agreement (a "**Mortgage**") to a lender (a "**Mortgagee**"), in accordance with and subject to the terms, conditions, requirements and limitations of this Section 9. Grantor and Grantee expressly intend and agree that the provisions of this Section 9 and such other provisions of this Agreement which, by their terms, are for the benefit of a Mortgagee, are intended for the benefit of and enforceable by such Mortgagee and its

respective nominees, designees, successors and assigns. Notwithstanding anything in this Agreement to the contrary, all Mortgages shall be expressly subordinate and subject to the terms, covenants and conditions of this Agreement, and at all times shall be inferior and subject to the prior right, title and interest of Grantor herein. Notwithstanding anything to the contrary set forth in this Agreement, in no event shall the fee interest in the Easement Air Space be subordinate to any Mortgage.

(b) A notice of each Mortgage shall be delivered to the Grantor specifying the name and address of such Mortgagee to which notices shall be sent. Grantor shall be furnished a copy of each such recorded Mortgage within thirty (30) days of such mortgage being recorded.

(c) If Grantee, or Grantee's successors or assigns, shall mortgage its rights under this Agreement, then so long as any such Mortgage shall remain unsatisfied of record and Grantee shall have properly delivered notice to Grantor in compliance with Section 9(b) hereof with respect to such Mortgage, the following provisions shall apply:

i. Grantor, upon serving upon Grantee any notice of any default by Grantee hereunder (a "**Grantee Default**") or any other notice under the provisions of this Agreement, shall also serve a copy of such notice upon Mortgagee, and no notice shall be deemed to have been duly given as to the Mortgagee unless and until a copy thereof has been so served upon the Mortgagee. Grantor's furnishing a copy of such notice to Mortgagee shall not in any way affect or become a condition precedent to the effectiveness of any notice given or served upon Grantee, provided, that Grantor may not terminate this Agreement or exercise any remedies against Grantee without first giving Mortgagee notice and opportunity to cure as provided in this Agreement.

ii. Any Mortgagee, in case there shall be a Grantee Default under this Agreement, shall have the right to remedy such Grantee Default (or cause the same to be remedied) within thirty (30) days after notice to Mortgagee of such Grantee Default (which will be after expiration of all Grantee notice and cure periods), provided, however, that if such failure is of such nature that it cannot be corrected within such thirty (30) day period, such failure shall not constitute a Grantee Default so long as (x) curative action reasonably satisfactory to Grantor is instituted within such period and diligently and continuously pursued to completion thereafter, and (y) periodic progress reports thereon are delivered to Grantor, and Grantor shall accept such performance by or at the instance of Mortgagee as if the same had been made by Grantee. Any provision of this Agreement to the contrary notwithstanding, no performance by or on behalf of a Mortgagee shall cause it to become a "mortgagee in possession" or otherwise cause it to be deemed to be in possession of the Easement Air Space or bound by or liable under this Agreement.

iii. The Grantor agrees that, in the event of a non-monetary Grantee Default which cannot be cured by the Mortgagee pursuant to paragraph (ii), above, without obtaining possession of the Easement Air Space, the Grantor will not terminate this Agreement without first giving to the Mortgagee reasonable time within which to obtain possession of the Easement Air Space, including possession by a receiver, or to institute and complete foreclosure

proceedings or otherwise acquire Grantee's interest under this Agreement with diligence and without unreasonable delay. The Grantor agrees that upon acquisition of Grantee's interest under this Agreement by a Mortgagee and performance by the Mortgagee of all covenants and agreements of Grantee, except those which by their nature cannot be performed or cured by any person other than the then Grantee which has defaulted ("**Incurable Defaults**"), the Grantor's right to terminate this Agreement shall be waived with respect to the matters which have been cured by the Mortgagee and with respect to the Incurable Defaults.

iv. Notwithstanding anything to the contrary set forth in this Section 9(c), Mortgagee shall have the right, but shall not be obligated, to remedy any Grantee Default under this Agreement. It shall be a condition precedent to any assignment or transfer of this Agreement by foreclosure of any Mortgagee, deed-in-lieu thereof or otherwise to any third-party (unrelated to Mortgagee or any entity or institution comprising Mortgagee) purchaser in any such foreclosure proceedings (any such transferee of the Agreement), that upon becoming the legal owner and holder of this Agreement shall execute an agreement pursuant to which such transferee agrees to assume all obligations of Grantee under this Agreement first arising from and after such foreclosure or deed-in-lieu thereof.

v. In the event of the termination of this Agreement prior to the expiration of its term, Grantor shall serve upon Mortgagee written notice that the Agreement has been terminated together with a statement of any and all sums which would at that time be due under this Agreement but for such termination, and of all other defaults, if any, under this Agreement then known to Grantor. Mortgagee shall thereupon have the option to obtain a new easement in accordance with and upon the following terms and conditions: Upon the written request of Mortgagee, delivered to Grantor within thirty (30) days after service of such notice that the Agreement has been terminated to Mortgagee, Grantor shall enter into a new easement for the Easement Air Space with Mortgagee or its designee as follows: Such new easement shall be entered into within thirty (30) days of such Mortgagee's written request at the sole cost of Mortgagee or such designee, shall be effective as of the date of termination of this Agreement, and shall be for the remainder of the term of this Agreement and upon all the terms, covenants and conditions hereof. Such new easement shall require the grantee to perform any unfulfilled obligation of Grantee under this Agreement which is reasonably susceptible of being performed by such grantee.

vi. If this Agreement is (a) rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding involving Grantee (such proceeding, a "**Bankruptcy Proceeding**") or (b) terminated as a result of any Bankruptcy Proceeding and, if within ninety (90) days after such rejection or termination, the Mortgagee or its nominee(s) shall request and certify in writing to Grantor that it intends to perform the obligations of Grantee as and to the extent required hereunder, Grantor shall execute and deliver to the Mortgagee or such nominee(s) such new easement which shall be for the balance of the remaining term under the original Agreement before giving effect to such rejection or termination and shall contain the same conditions, agreements, terms, provisions and limitations as the original Agreement (except for any requirements which have been fulfilled by Grantee prior to such rejection or termination). The

new easement shall be executed by Grantor and the Mortgagee or its nominee(s) within ninety (90) days after the receipt by Grantor of such written notice. References herein as to this "Agreement" shall be deemed also to refer to such new easement.

vii. Any notice or other communication which Grantor shall desire or is required to give to or serve upon Mortgagee shall be in writing and shall be served by either (A) certified mail, or (B) overnight delivery service, including without limitation, FedEx or UPS, in each case addressed to Mortgagee at its address provided to Grantor.

(d) The Grantor, acting by and through the City Representative, shall, at the request of the Grantee made from time to time and at any time, enter into a lender's rights agreement with any Mortgagee identified by the Grantee, which lender's rights agreement shall be in a form and substance that is reasonably acceptable to Grantor and consistent with the terms and provisions contained in this Section 9. Within twenty (20) days of the Grantee's request for a lender's rights agreement pursuant to the provisions of this Section 9, time being of the essence, the Grantor, acting by and through the City Representative, shall execute and deliver to the Grantee such a lender's rights agreement benefiting the identified Mortgagee, which executed lender's rights agreement shall be in a form and substance that are reasonably acceptable to the Grantor and such Mortgagee and that is consistent with, and at the option of such Mortgagee incorporates, the terms and provisions of this Section 9. Grantee agrees to pay for the Grantor's reasonable attorneys' fees expended in connection with any lender's rights agreement.

(e) Grantor agrees (i) to negotiate in good faith and execute modifications to this Section 9 and related provisions of this Agreement, which Grantor has accepted in its reasonable discretion, with each Mortgagee (or prospective Mortgagee) in the event that such Mortgagee desires changes to the provisions as currently stated.

**10. Attorney Fees.** In the event any action, suit or proceeding is commenced to enforce the terms of this Agreement, each party in any such legal action shall be solely responsible for its own costs, expenses, and fees, including attorney fees expended or incurred in connection therewith.

**11. Property Repair.** Upon completion of construction of the Improvements or any maintenance or repairs thereto, Grantee shall repair any damage to any property owned by the Grantor arising out of Grantee's construction, maintenance or repair activities within the Easement Air Space.

**12. Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and be binding upon, Grantee and Grantor and their respective successors and assignees in title, including any Developer Subsidiary that owns or leases any portion of the Mixed-Use Component. Accordingly, Grantor and Grantee expressly acknowledge and agree that this Agreement may not be assigned, licensed or otherwise transferred (in whole or in part) separate and apart from ownership of the Mixed-Use Component. Any attempt to assign or transfer this Agreement in violation of this Section shall be void and of no effect.

**13. Reservation of Rights.** The Grantor hereby reserves to itself all rights and privileges in and to the Easement Air Space not inconsistent herewith and as may be used and enjoyed without interfering or abridging the rights hereby conveyed.

**14. Incidental Rights.** Each of the rights and benefits granted herein shall include all those additional rights and benefits which are necessary for the full enjoyment thereof and are customarily incidental thereto.

**15. Running Benefits and Burdens.** All provisions of this Agreement, including the benefits and burdens, shall run with the title to the Easement Air Space and the Benefitted Property, and are binding upon and inure to the benefit of heirs, successors, and assigns of Grantor and Grantee.

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

If to Grantor:

City of Jacksonville  
Office of the Mayor  
117 West Duval Street, Suite 400  
Jacksonville, Florida 32202  
Attn: Chief Administrative Officer

With a copy to:

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

If to Grantee:

[ \_\_\_\_\_ ]  
c/o The Cordish Companies  
601 East Pratt Street, Sixth Floor  
Baltimore, Maryland 21202

Attention: President

With a copy to:

Jacksonville I-C Parcel One Holding Company, LLC  
c/o The Cordish Companies  
601 East Pratt Street, Sixth Floor  
Baltimore, Maryland 21202  
Attention: General Counsel

And to:

Gecko Investments, LLC  
1 TIAA Bank Field Drive  
Jacksonville, FL 32202  
Attention: Megha Parekh, Legal

**17. Venue; Applicable Law.** All legal actions arising out of or connected with this Agreement must be instituted in the Circuit Court of Duval County, Florida, or in the appropriate Federal District Court in Florida. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement.

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

**19. Force Majeure.** No party to this Agreement shall be deemed in default hereunder and times for performance of any party's obligations hereunder shall be extended in the event of any delay to the extent that such a default or delay is a result of any action outside of its reasonable control, including war, armed conflicts, insurrection, strikes, lockouts, riots, civil disorder, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, pandemic, quarantine restrictions, freight embargo, tariffs, acts of international or domestic terrorism, shortage of labor, shortage or delay in shipment of fuel or materials, interruption of utilities service, lack of transportation, government restrictions of priority, litigation, severe weather, changing sea levels, climate change, and other acts or failures beyond the control or without the control of either party; provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay. In no event shall any of the foregoing excuse any financial liability of a party. Each party acknowledges and agrees that with respect to any delay alleged to be caused by the current COVID-19 pandemic, such party must provide evidence reasonably satisfactory to the other party that such delay was actually directly caused by the current COVID-19 pandemic.

**20. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the subject matter hereof and may not be

amended except by an instrument in writing executed by Grantor and Grantee, or their respective successors and assigns, which written document shall be recorded in the public records of Duval County, Florida. Notwithstanding the previous sentence, Grantee, or its successors and assigns, may terminate this Agreement by recording a termination of easement in the public records of Duval County, Florida. Notwithstanding the forgoing, this Agreement shall not be amended, modified, or terminated without prior written notice to the holder of any mortgage encumbering the Benefitted Property. No prior oral or written agreement shall have any force or affect whatsoever unless contained within this Agreement.

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

**22. Waivers.** All waivers, amendments or modifications of this Agreement must be in writing and signed by all parties. Any failures or delays by either party in asserting any of this rights and remedies as to any default shall not constitute a waiver of any other default or of any such rights or remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times or any other rights or remedies for the same default or any other default by the other party.

**23. Independent Contractor.** In the performance of this Agreement, Grantee will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or association of Grantee. Grantee and its employees or agents shall be solely responsible for the means, method, technique, sequences and procedures utilized by Grantee in the performance of this Agreement.

**24. Parties to Agreement.** This is an Agreement solely between, Grantor and Grantee. The execution and delivery hereof shall not be deemed to confer any rights or privileges of any Person not a party hereto other than the successors or assigns of Grantor and Grantee.

**25. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument. A counterpart delivered by electronic means shall be valid for all purposes.

**26. Approval.** Except as may otherwise be set forth in this Agreement, whenever this Agreement requires Grantor or Grantee to approve any contract, document, plan, specification, drawing or other matter, such approval shall not be unreasonably withheld or delayed, unless otherwise set forth herein.

*[signature pages follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**WITNESSES:**

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

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

**GRANTOR:**

**CITY OF JACKSONVILLE**

By: \_\_\_\_\_  
Lenny Curry, Mayor

Attest: \_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

(SEAL)

Form Approved:

\_\_\_\_\_  
Assistant General Counsel

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me, by means of [ ] physical presence or [ ] online notarization, this \_\_\_ day of \_\_\_\_\_, 202\_\_, by Lenny Curry and James R. McCain, Jr., the Mayor and Corporation Secretary respectively of the City of Jacksonville, a municipal corporation, on behalf of the Grantor. Such persons are personally known to me.

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

\_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_

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

\_\_\_\_\_

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

**GRANTEE:**

[ \_\_\_\_\_ ], a  
\_\_\_\_\_ company

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 202\_ by \_\_\_\_\_, as \_\_\_\_\_, a Florida limited liability company, on behalf of the company. Such person [ ] is personally known to me or [ ] has produced \_\_\_\_\_ as identification. \_\_\_\_\_

Signature of Notary Public

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

Notary Public, State and County aforesaid

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

*[end of signature pages]*



**EXHIBIT A**

**Easement Air Space**

---

**[Legal description to be inserted after confirmation by survey]**

*Exhibit A*

HCDA/JAX AIR RIGHTS EASEMENT (CFJ 11-17-2020)

ACTIVE 53502638v6

US\_Active\116008592\V-1

**EXHIBIT B**

**Benefitted Property**

**[Legal description to be inserted after confirmation by survey]**

Exhibit B

HCDA/JAX AIR RIGHTS EASEMENT (CFJ 11-17-2020)

ACTIVE 53502638v6

US\_Active\116008592\IV-1

**EXHIBIT C**  
**INSURANCE**

Without limiting its liability under this Agreement, Grantee (or the applicable Developer Subsidiary) shall at all times during the term of this Agreement procure and maintain at its sole expense during the life of this Agreement, insurance of the types and limits not less than amounts stated below, in connection with its activities on the Easement Air Space:

<b>Workers Compensation</b>	Florida Statutory Coverage
<b>Employer's Liability</b>	\$5,000,000 Each Accident
(Including appropriate Federal Acts)	\$5,000,000 Disease Policy Limit
	\$5,000,000 Each Employee / Disease

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

<b>Commercial General Liability</b>	\$5,000,000 General Aggregate
	\$5,000,000 Products/Comp. Ops Aggregate
	\$5,000,000 Personal/Advertising Injury
	\$5,000,000 Each Occurrence

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

<b>Business Automobile Liability</b>	\$5,000,000 Combined Single Limit
--------------------------------------	-----------------------------------

Such insurance shall include coverage for all owned, hired or non-owned automobiles utilized on or in connection with the Agreement and shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement). An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Other Requirements and Coverages.

- A. **Certificates of Insurance.** Grantee (or the applicable Developer Subsidiary) shall deliver the City Certificates of Insurance that shows the corresponding City Contract or Bid Number in the Description, Additional Insureds, Waivers of Subrogation and Primary & Non-Contributory statement as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- B. **Additional Insured.** All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.
- C. **Waiver of Subrogation.** All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers, employees and agents.
- D. **Carrier Qualifications.** The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better.
- E. **Grantee's (or the applicable Developer Subsidiary) Insurance Primary.** The insurance provided by the Grantee (or the applicable Developer Subsidiary) shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- F. **Deductible or Self-Insured Retention Provisions.** All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Grantee (or the applicable Developer Subsidiary). Under no circumstances will the City and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.
- G. **Grantee's (or the applicable Developer Subsidiary) Insurance Additional Remedy.** Compliance with the insurance requirements of this Agreement shall not limit the liability of the Grantee (or the applicable Developer Subsidiary) or its contractors, subcontractors, employees or agents.
- H. **Waiver/Estoppel.** Neither approval by the City nor failure to disapprove the insurance furnished by the Grantee (or the applicable Developer Subsidiary) shall relieve the Grantee (or the applicable Developer Subsidiary) of the Grantee's (or the applicable Developer Subsidiary) full responsibility to provide insurance as required under this Agreement.
- I. **Notice.** The Grantee shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Grantee (or the applicable Developer Subsidiary), as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. **Survival.** Anything to the contrary notwithstanding, the liabilities of the Grantee (or the applicable Developer Subsidiary) under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. **Additional Insurance.** Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured, provided that additional insurance coverage is widely available in Jacksonville, Florida, the cost and premium of such coverage is reasonable and in the reasonable judgment of the Grantee, not excessive, and such coverage is generally obtained for other similar projects located in the State of Florida.

L. **Blanket Policies** Grantee may fulfill its insurance obligations hereunder by maintaining a so-called "blanket" policy or policies of insurance in a form that provides by specific endorsement coverage not less than that which is required hereunder for the particular property or interest referred to herein; provided, however, that the coverage required by this Exhibit C will not be reduced or diminished by reason of use of such blanket policy of insurance. [NTD- City risk management to review.]