

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made between **JEA**, a body politic and corporate (“**Seller**”), and **ELEMENTS DEVELOPMENT OF JACKSONVILLE, LLC**, a Florida limited liability company (“**Purchaser**”), to be effective as of the Effective Date (as defined below).

Seller has issued its Request for Proposals No. 058-14 (as amended, the “**RFP**”), and has selected Purchaser as the successful proposer;

NOW THEREFORE, in consideration of the mutual covenants herein contained, Seller and Purchaser agree as follows:

1. PURCHASE AND SALE; PROPERTY

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase and acquire from Seller, the following described property (collectively, the “**Property**”):

(a) Land. That certain tract of land located in Duval County, Florida and more particularly described on Exhibit A attached hereto and depicted on the Exhibit A-1 attached hereto (the “**Parent Tract**”), less and except the Excluded Parcels, as defined below (the Parent Tract, less and except the Excluded Parcels, is herein called the “**Land**”);

(b) Easements and Rights. All easements and other rights, if any, appurtenant to the Land including without limitation, all of Seller’s right, title and interest, if any, in and to all warranties, licenses, permits, consents, and approvals, whether governmental or otherwise, relating to the development, use, operation or maintenance of the Land and to any monitoring and compliance obligations relating to environmental remediation or site rehabilitation work to be undertaken by Purchaser; provided however, any rights in respect of federal or state tax credits associated with or accruing in respect of the designation or status of the Parent Tract or any portion thereof as a “brownfield,” or in connection with any environmental remediation or other work performed by or on behalf of Seller prior to the Closing Date, are addressed in Section 1.3, and further provided that the Land shall be conveyed subject to the Reserved Easements described in Section 9.1 below;

(c) Improvements. All improvements, if any, located in and on the Land;

(d) Docks and Submerged Lands. Subject to obtaining any necessary third-party consents or approvals and subject to Seller’s potential removal of portions thereof prior to the Closing Date as set forth herein, all of Seller’s rights and interests, if any, in and to all existing docks extending into the St. Johns River from the riverfront portion of the Land, the submerged land under such docks, and any other submerged lands adjacent to the Land; and

(e) Books and Records. Books and records concerning the Property to the extent in the Seller’s possession (including plans and specifications in the form of

electronic data, if any); all surveys, reports, and studies (collectively, the “Books and Records”); provided, however: (i) Seller will not be obligated to deliver the Books and Records to Purchaser, and Seller will only be required to make such Books and Records available to Purchaser for copying at Purchaser’s expense, and (ii) Seller does not represent that such Books and Records are complete, accurate or constitute all of the books and records which relate to the Property;

(f) Other Property. Such other property, rights and interests, if any, as are specifically provided in this Agreement to be conveyed to and acquired by Purchaser.

1.2 Potential Reconfiguration of Land. Pursuant to Section 4.7 below, Purchaser may elect to make Access Changes (as hereinafter defined) which reconfigure the access to the Land from Prudential Drive and which adjust the boundaries and acreage of the Land.

1.3 Exclusion of Certain Tax Credits; Treatment of Tax Credit Applications. Notwithstanding any provision in this Agreement to the contrary, all federal and state tax credits based on the status of the Parent Tract or any portion thereof as a “brownfield” in connection with any environmental clean-up activities performed by or on behalf of the Seller prior to or after the Closing Date (as defined below) or performed by or on behalf of Seller under the BSRA (defined below) prior to or after the Closing Date shall be excluded from the Property to be conveyed to and acquired by Purchaser. Notwithstanding the above, the Purchaser shall be entitled to pursue and obtain applicable federal and state tax credits following the Closing Date in connection with the Property and Land to be acquired by the Purchaser in connection with any environmental clean-up or site rehabilitation activities performed by or on behalf of the Purchaser. To the extent permitted by applicable law, Purchaser shall also be entitled to pursue and obtain federal and state tax credits for eligible environmental work performed by the Purchaser and eligible associated costs incurred and paid by Purchaser in connection with the calendar year in which the Amended BSRA is executed even if such costs are incurred or paid prior to the Closing Date. The parties agree to reasonably cooperate with each another in the preparation and handling of tax credit applications described in this Section 1.3. The intent of this Section 1.3 is to provide and set forth that the parties shall be entitled to pursue and obtain applicable federal and state tax credits, if any, that each party would otherwise be eligible to pursue and obtain under applicable law.

1.4 Excluded Parcels; Woodland Preserve Access Easement. It is the intent and agreement of the parties that certain parcels will be excluded from the Parent Tract and the sale to Purchaser (the “**Excluded Parcels**”):

(a) that certain parcel located to the south and east and labeled on Exhibit A-1 as the Woodland Preserve Area (the “**Woodland Preserve Area**”);

(b) that certain parcel on which Seller operates an electrical substation, which parcel is labeled on Exhibit A-1 as the Substation Site (the “**Substation Site**”);

(c) that certain parcel adjacent to the Substation Site, which parcel is labeled on Exhibit A-1 as the Substation Excess Parcel (the “**Substation Excess Parcel**”);

(d) that certain parcel adjacent to the Woodland Preserve Area on which a lift station is located, which parcel is labeled on Exhibit A-1 as the Lift Station Parcel (the “**Lift Station Parcel**”); and

(e) that certain strip of land adjacent to property owned by the Humane Society, which parcel is labeled on Exhibit A-1 as the Strip Parcel (the “**Strip Parcel**”).

The exact boundaries of the Land and Excluded Parcels shall be delineated on the Survey (as hereinafter defined) pursuant to Section 4.1 below.

Purchaser may wish to obtain an easement from Seller in order to provide a “nature walk” or similar appurtenance within the Woodland Preserve Area (the “Woodland Preserve Easement”), and such easement and ability to use the Woodland Preserve Area shall be conditioned upon: (x) Purchaser obtaining all permits, governmental approvals and, if required by any governmental authority or any covenant or restriction of record, consents from the adjoining residential neighborhood with respect to the proposed use of the affected Woodland Preserve Area; (y) Seller’s consent to the proposed use of the affected Woodland Preserve Area and the design of any improvements to the affected Woodland Preserve Area, which may be withheld in Seller’s discretion; and (z) the form of Woodland Preserve Easement being acceptable to Seller in Seller’s reasonable discretion, which easement shall contain indemnification and environmental provisions to be agreed between the parties in recognition of the environmental sensitivity of the area and its inclusion in the BSRA. In the event Purchaser wishes to obtain such an easement, within thirty (30) days of written request by Purchaser, Seller will deliver a proposed draft of the form of the Woodland Preserve Easement and thereafter use good faith efforts to finalize the form of the Woodland Preserve Easement prior to the completion of the Inspection Period. Failure to obtain Seller’s consent to the use of the Woodland Preserve Area or to reach agreement upon the form of the Woodland Preserve Easement shall not constitute a Refundability Event, as hereinafter defined.

1.5 Potential Riverwalk Extension. Purchaser acknowledges that as part of the Governmental Approvals (as hereinafter defined) or otherwise the City of Jacksonville (the “**City**”) will want Purchaser’s development of the Property to provide for or accommodate the extension of the Southbank Riverwalk along some or all of the Land’s boundary with the St. Johns River (the “**Riverwalk Extension**”). The Riverwalk Extension may also include public park elements. Purchaser will be responsible for reaching agreement with the City with respect to the Riverwalk Extension and public access thereto over a portion of the Land if required by the City. Seller shall have no responsibility or obligations with respect to the Riverwalk Extension and any agreements with the City with respect thereto, nor shall the potential transfer or encumbrance of any portion of the Land for the Riverwalk Extension reduce the acreage of the Land for purposes of calculating the Purchase Price herein.

In connection with a transfer of an easement or fee simple title to the City for the Riverwalk Extension, Purchaser shall reserve necessary access and other easements across such parcel for the use of Purchaser (and potentially Seller) in carrying out obligations for environmental monitoring, remediation or site rehabilitation, if any, under the BSRA or Amended BSRA and applicable Environmental Requirements (defined below), and Purchaser will further reserve the right for Seller and Purchaser to create and record covenants and restrictions applicable to such parcel to the extent required by local, state or federal environmental regulatory agencies (including under the BSRA or Amended BSRA).

2. PURCHASE PRICE. The purchase price (the “**Purchase Price**”) for the Property shall be Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00) per acre of the Purchase Price Acreage, as hereinafter defined. The “**Purchase Price Acreage**” shall be based upon the final Survey (as hereinafter defined) of the Land and shall not include any net increase in acreage resulting from the Access Changes (as defined in Section 4.7 below), but shall take into

account any other changes to acreage resulting from any other reconfiguration of the Land approved by the parties. Notwithstanding anything contained herein to the contrary, for purposes of calculating the Purchase Price, in no event shall the Purchase Price Acreage be less than twenty-eight and 6/10 (28.6) acres. The Purchase Price shall be paid by Purchaser to Seller at the Closing (as defined below) in United States currency as provided in Section 6.6(a) below.

3. EARNEST MONEY. Within two (2) business days after execution and delivery of this Agreement by Purchaser and Seller, Purchaser will deliver to Edwards Cohen, as escrow agent (the "**Escrow Agent**"), by wire transfer a deposit in an amount of \$200,000 (such amount and all interest, if any, earned thereon being referred to as the "**Earnest Money**"). The Earnest Money shall be placed by the Escrow Agent in an interest bearing account. Purchaser's tax identification number is 47-1115818, and Purchaser shall promptly deliver to Escrow Agent such information, including, but not limited to a W-9 form, as Escrow Agent shall need to deposit the Earnest Money. If the sale of the Property is consummated pursuant to the terms of this Agreement, the Earnest Money shall be paid to Seller and applied to the payment of the Purchase Price. If Purchaser terminates this Agreement in accordance with any right to terminate that Purchaser is granted by the terms of this Agreement, the Earnest Money shall be immediately returned to Purchaser if such termination right provides for the return of the Earnest Money to Purchaser, and no party hereto shall have any further obligations under this Agreement except for any surviving obligations specified in this Agreement.

4. CONDITIONS TO CLOSING

4.1 Title Commitment and Survey.

(a) Within twenty (20) days after the Effective Date, Seller shall deliver to Purchaser for Purchaser's review, a commitment for title insurance (the "**Title Commitment**") for an Owner's Policy of Title Insurance issued by Edwards Cohen, as issuing agent for Fidelity National Title Insurance Company (the "**Title Company**"). If the extent of the Excluded Parcels has not been determined by the date the Title Commitment is issued, the insured property under the Title Commitment shall be the Parent Tract initially, and once the legal descriptions of the Excluded Parcels have been determined the Title Commitment shall be amended to limit the insured property to the Land. In addition, if the Access Changes occur pursuant to Section 4.7 and the Land is reconfigured as a result or appurtenant easements are agreed between the parties, Seller will cause the Title Commitment to be promptly further amended to conform the insured property to the reconfigured Land and Property.

(b) Within ten (10) days after the Effective Date, Seller shall deliver to Purchaser the most current existing survey of the Parent Tract in Seller's possession (the "**Existing Survey**"), if any. Purchaser shall, as soon as reasonably possible and in any event not later than forty-five (45) days after the Effective Date, cause to be prepared and furnished to Seller a draft or preliminary boundary survey (the "**Preliminary Survey**") of the Parent Tract divided into various parcels – the Land and the Excluded Parcels - and prepared by a registered land surveyor in the State of Florida selected by Purchaser and reasonably acceptable to Seller (the "**Surveyor**") in conformity with the minimum technical standards promulgated by the Florida Board of Land Surveyors. In addition, at such time as any Access Changes are approved by the parties to the Access Agreements (as hereinafter defined), Purchaser shall cause the Preliminary Survey to be updated to reflect any changes to the Land resulting therefrom.

The size, configuration and boundaries of the Land and the Excluded Parcels, as reflected in the Preliminary Survey, shall conform to the requirements of this Agreement and shall be subject to the prior written approval of Seller, which approval shall not be unreasonably withheld. Upon Seller's approval of the Preliminary Survey and the size, configuration and boundaries of the Land and the Excluded Parcels, as reflected therein (as the same may be revised as necessary to obtain Seller's approval thereof), Purchaser shall cause a final boundary survey (the "**Survey**") of the Parent Tract (divided into the Land and the Excluded Parcels) conforming to the approved Preliminary Survey to be prepared by the Surveyor and certified to Seller, Purchaser and the Title Company. The Survey shall contain metes and bounds descriptions of the Land and the Excluded Parcels, as well as the Reserved Easements described in Section 9.1, which metes and bounds descriptions shall be the descriptions of such properties for all purposes under this Agreement. The cost of the Preliminary Survey and the Survey will be equitably split so Purchaser pays the cost associated with the Land and the Seller pays the cost associated with the Excluded Parcels.

(c) Purchaser shall have the period (the "**Approval Period**") commencing on the Effective Date and ending the later of thirty (30) days after receipt of the later to be received of Title Commitment and the then available survey (the "**Available Survey**," being the Existing Survey, the Preliminary Survey or the Survey; provided, however, that any Existing Survey shall be superseded by the Preliminary Survey and the Preliminary Survey shall be superseded by the Survey) within which to review the Title Commitment and Available Survey and to object to any matters contained therein (but only so long as such matters do not relate to any requirement or exception arising from the identity of, or financing requirement by, Purchaser). If Purchaser fails to object to any matters by written notice to Seller within the Approval Period, Purchaser shall be deemed to have approved all matters disclosed by the Title Commitment and the Available Survey. If Purchaser objects to any such matters by written notice to Seller during the Approval Period, Seller shall have the right (without any obligation to do so) to cure or attempt to cure Purchaser's objection to such matter within sixty (60) days after Purchaser's notice of objection, or, if sooner, by the Closing Date. In the event Seller is unable to or elects not to cure any one or more of Purchaser's objections, Seller shall notify Purchaser in writing of such election (the "**Election Notice**"), and Purchaser may at its option terminate this Agreement by notifying Seller in writing within five (5) days after receiving the Election Notice, in which event the Escrow Agent shall return the Earnest Money to Purchaser and the parties shall have no further liability to one another, except as to such obligations as specifically survive the termination of this Agreement. If Purchaser fails to terminate the Agreement within five (5) days after receiving the Election Notice, Purchaser shall be deemed to have waived such objection(s) addressed thereby and the parties shall proceed to Closing, subject to the remaining terms of this Agreement. The term "**Permitted Exceptions**," as used herein, shall mean (i) any matters listed in Schedule B, Section 2 of the Title Commitment or disclosed by the Available Survey to which Purchaser does not object within the Approval Period or for which Purchaser's objection is subsequently waived or deemed waived pursuant to the express terms of this Agreement, and (ii) any matters specifically identified as Permitted Exceptions in this Agreement. Notwithstanding anything contained herein, Seller agrees to take such actions as necessary to satisfy or cause to be waived all B-1 requirements in the Title Commitment within its control (which shall not include the removal of the survey exception if no sufficient survey is obtained by Purchaser) and to satisfy, pay or bond-off at Closing from the sales proceeds or otherwise (a) amounts secured by any mortgage lien or security interest encumbering the Property; (b) all real estate taxes and

assessments which are due and payable on or prior to the Closing (subject to proration adjustments as provided herein), if any; (c) any liquidated final non-appealable liens or judgments affecting all or any portion of the Property; and (d) any other monetary liens against the Property unless such liens relate to ongoing obligations applicable to obligations for the period after Closing under the BSRA (or Amended BSRA, as applicable) (collectively, the “**Mandatory Removal Liens**”) and the Mandatory Removal Liens shall not constitute Permitted Exceptions. In the event that the Title Commitment is amended as contemplated in Section 4.1(a) of this Agreement or updated and new items are added as exceptions to title or in the event the Available Survey is superseded and new matters are set forth in such new Available Survey, Purchaser shall have the right to object to such new matters within ten (10) days after receipt of such updated Title Commitment or new Available Survey, and the procedures and time periods above shall apply to the potential curing of such objections and the parties’ options arising therefrom. The preceding sentence shall not affect Purchaser’s right to assert a default by Seller pursuant to this Agreement in the event such matter constitutes a default by Seller under this Agreement.

4.2 Inspection Period, Termination and Due Diligence Requirements.

(a) Inspection Rights. Seller hereby grants to Purchaser, during the Inspection Period (as defined below) and during the time following the Inspection Period prior to the Closing Date, access to the Parent Tract and to the Land, for the purpose of conducting Purchaser’s studies, inspections and investigations, including but not limited to the right to make soil borings, take samples of soil, groundwater, or other environmental media, to conduct surveys, to conduct site visits and to place temporary markings on the ground. With respect to any subsurface environmental investigations, Purchaser shall notify Seller in writing of its intention or the intention of its agent or representative to undertake any such investigations at least three (3) business days prior to such intended investigations and obtain Seller’s written consent (which may be communicated electronically from Matt McClure at McCIMR@jea.com) to such investigations, and if such investigations are within the Land, such consent shall not be unreasonably withheld, conditioned or delayed, but may be conditioned upon: (i) Seller’s approval of Purchaser’s consultants (including counsel and engineering and testing firms), (ii) such consultants being JEA safety prequalified if such prequalification is otherwise required pursuant to Seller’s requirements or procedures, (iii) Seller’s approval of the investigation plan, and (iv) Purchaser’s investigations being subject to the terms and conditions of the BSRA and any permits applicable to the Land. Notwithstanding the foregoing, if such proposed investigations by Purchaser are outside of the Land, Seller’s approval of such investigations may be withheld in Seller’s sole discretion (other than Purchaser’s sampling of existing off-site monitoring wells, which consent shall not be unreasonably withheld). Purchaser’s site investigations must be conducted so that (i) there is no violation of the BSRA or any Environmental Requirements, (ii) there is no contribution to or exacerbation of any contamination existing on or emanating from the Parent Tract, (iii) no environmental liability to Seller is occasioned by any such activity, and (iv) there is no bodily injury or risk to personal health from exposure to subsurface conditions or Hazardous Materials causing liability to Seller. Purchaser’s notice shall include the name of any environmental counsel, consulting, engineering or testing firms engaged by Purchaser to complete such environmental or other site investigations, together with a copy of any proposed plan to sample or test any groundwater, surface water, sediment, soil, or other media and shall further include a copy of such firm(s) certificate of insurance naming Seller as an additional insured and loss payee (with

primary coverage, waiver of subrogation, maximum retention and other terms reasonably acceptable to Seller) in the minimum amount of \$1,000,000, and shall also comply with the insurance requirements of Section 4.3 of this Agreement prior to any entry by Purchaser or its agents or representatives upon any portion of the Parent Tract or any other lands of Seller adjacent thereto.

Seller or its agents may be present for any investigations, and, at the sole discretion of Seller to be expressed in writing at the time consent is given to such investigations, Seller may require Purchaser to split any samples of any groundwater, surface water, sediment, soil, or other media collected by Purchaser; provided that the cost of any such split samples shall be paid by Seller. Purchaser shall bear the expense of any Purchaser investigations and, if the transaction contemplated by this Agreement is not consummated, Purchaser shall promptly restore the Parent Tract and any adjacent property of Seller as to which Purchaser or its agents made any entry substantially to the condition of the property prior to any entry by Purchaser and deliver all copies of such non-confidential investigation, assessment or study to Seller if requested by Seller. Subject to the provisions of this Agreement, until such time as Purchaser closes the purchase of the Property, neither Purchaser nor any agent, employee, or contractor of Purchaser shall report any data, results, or work product obtained or produced in connection with the inspection and examination of the Parent Tract or any adjacent land of Seller or any portion thereof to any municipal, state, or federal government or agency or any other administrative agency, or any other third party (but not including Purchaser's agents, employees, members, principals, investors or prospective investors, contractors, attorneys, lenders and prospective lenders, real estate purchasers or prospective real estate purchasers and their agents, tenants and prospective tenants and their advisors), without the express written permission of Seller.

Seller's review and approval rights as set forth in this Section 4.2 and in this Agreement shall be granted or withheld within 10 days of the Purchaser's request. Seller shall reasonably cooperate with the Purchaser in connection with the Purchaser's due diligence and investigations as described in this Section 4.2, including but not limited to Purchaser's preparation of a Phase I Environmental Site Assessment Report, at no out of pocket cost to Seller.

Notwithstanding anything to the contrary in this Section 4.2(a) or in this Agreement, Purchaser and its agents and contractors have the right to conduct meetings, conduct telephone conferences, and/or exchange publicly available information or materials concerning the environmental conditions of the Parent Tract or the Property, information concerning the Purchaser's development plans, or other information or materials reasonably approved by Seller concerning the Parent Tract or the Property with governmental agencies or staff (i) during the Inspection Period and (ii) during the time following the Inspection Period prior to the Closing Date. Purchaser shall provide Seller with at least 5 days advance written notice before any such meetings. Seller shall have the right to attend any such meetings.

Seller agrees to promptly (but in any event no later than 7 days of receipt) provide Purchaser copies of correspondence or written notice(s) received from governmental entities or third parties relating to environmental matters concerning the Property. Within five (5) days after the Effective Date, Seller will request that the Florida Department of Environmental Protection ("**FDEP**") add Purchaser and Jason Lichtstein as parties to receive FDEP notices regarding the Parent Tract.

(b) Inspection Period. The term "**Inspection Period**," as used herein, means the period commencing on the Effective Date and ending at 5:00 p.m. (Eastern Time) on the date one (1) year after the Effective Date, subject to Purchaser's compliance with the Due Diligence Milestones, as hereinafter defined. In addition, Purchaser may extend the Inspection Period for a period of forty-five (45) days (the "**Extension Period**") by delivering written notice of such extension, together with an extension fee of \$50,000.00 (the "**Extension Fee**") for the Extension Period to Escrow Agent on or before the last day of the originally scheduled Inspection Period; provided, however, in order for the Extension Period to be available to Purchaser, the need for the extension must arise due to project permitting complexities, such as DRI or environmental permitting issues, despite good faith efforts of Purchaser. The Extension Fee shall be a part of the Earnest Money and shall be non-refundable to Purchaser in all instances other than termination due to any Refundability Event and shall be credited against the Purchase Price at Closing; provided, however, notwithstanding anything contained in this Agreement to the contrary, the failure to obtain Governmental Approvals shall not be Refundability Event with respect to the Extension Fee.

(c) Termination and Earnest Money Refundability. If any inspections reveal any fact or condition unacceptable to Purchaser, then Purchaser may terminate this Agreement by notifying Seller in writing prior to the expiration of the Inspection Period (the "**Termination Notice**"). In the event Purchaser delivers such Termination Notice within one hundred eighty (180) days after the Effective Date, Purchaser shall receive a refund of the entirety of the Earnest Money. In the event that Purchaser does not deliver such Termination Notice prior to the one hundred eightieth (180th) day after the Effective Date, then \$50,000 of the Earnest Money shall be deemed non-refundable to Purchaser (but fully applicable against the Purchase Price) unless this Agreement is terminated due to a Refundability Event, as hereinafter defined. In the event that Purchaser does not deliver such Termination Notice prior to the two-hundred seventieth (270th) day after the Effective Date, then an additional \$50,000 of the Earnest Money shall be deemed non-refundable to Purchaser (but fully applicable against the Purchase Price) unless this Agreement is terminated due to a Refundability Event. In the event that Purchaser does not deliver such Termination Notice prior to the end of the Inspection Period, then the remaining Earnest Money shall be deemed non-refundable to Purchaser (but fully applicable against the Purchase Price) unless this Agreement is terminated due to a Refundability Event. For purposes of this Agreement, a "**Refundability Event**" shall be:

(i) Seller defaults hereunder and Purchaser elects to terminate this Agreement and receive the return of the Earnest Money in accordance with Section 8;

(ii) the title defects and objections of Purchaser are not removed by Seller in accordance with Section 4 and Purchaser elects to terminate this Agreement and receive the return of the Earnest Money in accordance with Section 4;

(iii) the Seller's Representation Certificate (as defined in Section 5.1) is revised at Closing due to changed representations, and Purchaser elects to terminate this Agreement and receive the return of the Earnest Money in accordance with Section 5.1;

(iv) there is an unsatisfied condition precedent pursuant to Section 6.7 of this Agreement, and Purchaser elects to terminate this Agreement and receive the return of the Earnest Money in accordance with Section 6.7;

(v) there is a casualty or condemnation with respect to the Property and Purchaser elects to terminate this Agreement and receive the return of the Earnest Money in accordance with Section 7;

(vi) The Governmental Approvals (as hereinafter defined) are denied (or will not be reasonably obtainable) despite good faith efforts of Purchaser; provided, however, it shall not be a Refundability Event if the subject Governmental Approvals relate to governmental incentives or other economic consideration to assist Purchaser's project or if the Governmental Approvals which are not received are the Initial Governmental Approvals (as hereinafter defined) and Purchaser did not apply for such Initial Governmental Approvals within 180 days after the Effective Date of this Agreement;

(vii) The City Council Approval (as hereinafter defined) is not obtained, and this Agreement is terminated pursuant to Section 4.8 hereof; or

(viii) The Amended BSRA is not obtained, and this Agreement is terminated pursuant to Section 5.4 hereof.

(d) Due Diligence Requirements: Purchaser shall use commercially reasonable good faith efforts to satisfy the following conditions within one hundred eighty (180) days after the Effective Date of this Agreement:

(i) Purchaser shall complete Purchaser's due diligence related to the condition of the Land (environmental, geotechnical, title review, etc.) and shall be deemed to accept the condition of the Land existing on such date by proceeding beyond such 180 day period;

(ii) Purchaser shall obtain the approval of the parties to the Access Agreements of any Access Changes in accordance with Section 4.7 of this Agreement; and

(iii) Purchaser shall file applications for the following Governmental Approvals (the "**Initial Governmental Approvals**"): (A) rezoning, (B) land use changes, and (C) requests for development rights under any applicable development of regional impact in effect with respect to the Land. The Seller shall reasonably cooperate with the Purchaser in the Purchaser's preparation and filing of any applications to governmental entities that are not inconsistent with the terms of this Agreement at no out of pocket cost to Seller.

Purchaser shall use good faith commercially reasonable efforts to timely satisfy the foregoing conditions. If Purchaser does not timely satisfy any of the foregoing conditions, such failure shall not be a default by Purchaser, but such failure shall not thereafter constitute a Refundability Event to the extent otherwise provided in Section 4.2(c) of this Agreement. For example, if Purchaser fails to apply for the Initial Governmental Approvals within 180 days after the Effective Date of this Agreement, then the failure to

obtain the Initial Governmental Approvals shall not serve as a basis for the Purchaser to receive the return of the Earnest Money upon a termination of this Agreement.

4.3 Insurance. Purchaser and/or its consultants, engineers, contractors, and subcontractors of all tiers accessing the Parent Tract shall procure and maintain at their sole expense, insurance of the types and in the minimum amounts stated below. This insurance must be maintained for the protection of Seller during the Inspection Period and for the additional period as stated below.

<u>Schedule</u>	<u>Amount</u>
<u>Workers' Compensation</u> Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts)	Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability)
<u>Commercial General Liability</u> Premises-Operations Contractual Liability Independent Contractors Broad Form Property Damage Explosion, Collapse and Underground Hazards (XCU Coverage) as appropriate	\$1,000,000 each occurrence \$2,000,000 annual aggregate for bodily Injury and property damage, combined single limit
<u>Automobile Liability</u> All autos-owned, hired, or non-owned	\$1,000,000 each occurrence, combined single limit
<u>Pollution Liability</u> (Sudden and accidental including gradual pollution caused by Purchaser, its consultants, engineers, contractors, and subcontractors while performing environmental investigations, soil borings, and other environmental testing during the Inspection Period.)	\$1,000,000 each occurrence \$2,000,000 annual aggregate

Purchaser's and/or its engineers', consultants', contractors', and subcontractors' Commercial General Liability and Pollution Liability policies shall be effective for two years after completion or expiration of the Inspection Period. The Indemnification provision in Section 4.9 of this Agreement is separate and is not limited by the type of insurance or insurance amounts stated above.

Purchaser and/or its engineers, consultants', contractors', and subcontractors' shall specify Seller as additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by Seller. Purchaser, and its engineers, consultants, contractors, and subcontractors shall include a Waiver of Subrogation on all required insurance in favor of Seller, its governing board, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to Seller. Prior to Purchaser, its engineers, consultants,

contractors, and subcontractors entering on the Parent Tract, or any adjacent property of Seller, certificates evidencing the maintenance of the above required insurance shall be furnished to Seller for approval.

Purchaser's and/or its engineers', consultants', contractors', and subcontractors' certificates of insurance shall be mailed to Seller (Attn. Director Real Estate Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139. The insurance certificates shall state the following: "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions, 30-day Notice of Cancellation applies."

4.4 Termination. If this Agreement is terminated pursuant to Sections 4.1 or 4.2, Purchaser shall, within ten (10) days of such termination, deliver to Seller copies of the Title Commitment, Survey, all non-confidential feasibility studies, non-confidential engineering reports and all other non-confidential information obtained by Purchaser with respect to the Parent Tract or land of Seller adjacent thereto if requested by Seller. For purposes of this Section and Section 4.2(a), "non-confidential" information shall be information which does not involve attorney client privilege or work product, business or marketing plans or strategy, creative or unique design or ideas, or other information that is not typically reproducible employing standard engineering or consultant methodology.

4.5 Property Information. Within ten (10) days after the Effective Date and at reasonable times prior to Closing, Seller shall make available to Purchaser all reports and information regarding the Parent Tract and the Property in Seller's possession or Seller's or its current consultants' and contractors' control (such information is referred to herein collectively as the "**Property Information**"). At Seller's election, all or a part of the Property Information will be made available through access to an internet website established by Seller for such purpose, except that environmental information may be made available during normal business hours at the offices of JEA's Environmental Services office located on the 8th floor of the JEA Tower at 21 West Church Street, Jacksonville, Florida or through other means acceptable to the parties. Except as otherwise expressly stated herein, Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information provided by Seller to Purchaser in connection with the transaction contemplated hereby. Purchaser acknowledges and agrees that all materials, data and information provided by Seller to Purchaser in connection with the transaction contemplated hereby are provided to Purchaser as a convenience only and that any reliance on or use of such materials, data or information by Purchaser shall be at the sole risk of Purchaser, except as otherwise expressly stated herein. Without limiting the generality of the foregoing provisions, Purchaser acknowledges and agrees that (a) any environmental or other report with respect to the Parent Tract or lands of Seller adjacent thereto which is delivered by Seller to Purchaser shall be for general informational purposes only, (b) Purchaser shall not have any right to rely on any such report provided by Seller to Purchaser, but rather will rely on its own inspections and investigations of the Property and the Parent Tract and any lands adjacent thereto, and any reports commissioned by Purchaser with respect thereto, and (c) neither Seller, any affiliate of Seller nor the person or entity which prepared any such report provided by Seller to Purchaser shall have any liability to Purchaser for any inaccuracy in or omission from any such report. The provisions of this Section 4.5 shall survive the Closing or any termination of this Agreement.

4.6 Governmental Approvals. Purchaser, at its sole cost and expense (including the posting of any fiscal requirements), shall have the right to apply for and seek to obtain any permits and approvals for Purchaser's intended use of the Property (the "**Governmental Approvals**"), including, but not limited to the rezoning of the Land or change in the South

Downtown Development of Regional Impact (the "**DRI**") required for Purchaser's intended development of the Land. Upon written request by Purchaser, Seller shall execute and deliver such authorization letters as are reasonably required to allow Purchaser to undertake any such Governmental Approvals within ten (10) days of written request by Purchaser and Seller shall reasonably cooperate with the Purchaser in the Purchaser's preparation and filing of any such applications to governmental entities at no out of pocket cost to Seller; provided, however, Seller's obligation to provide such authorization letters and to so cooperate is conditioned upon Purchaser seeking Governmental Approvals which are generally consistent with the contemplated development set forth in the proposal that Purchaser submitted in response to the RFP. Notwithstanding the foregoing, any proposed Governmental Approvals (and the right and authorization of Purchaser to apply for and seek to obtain the same) shall be subject to the following conditions and limitations:

(a) no Governmental Approval shall materially and adversely affect any portion of the Parent Tract other than the Land without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion; and

(b) no Governmental Approval shall permit any use of the Land in violation of the provisions of this Agreement, the Deed (as defined below), the BSRA (as the same may be amended), the BSRA Declaration (as defined below)(as the same may be amended) or the Amended BSRA.

Except with respect to the potential refund of the Earnest Money provided in Section 4.2(c)(iv), Purchaser acknowledges that the performance of Purchaser's obligations under this Agreement are not contingent upon the obtaining of any Governmental Approval and nothing contained in this Section 4.6 is intended or shall be construed as requiring or permitting any extension of the Inspection Period except as specifically provided in Section 4.2.

4.7 Access Changes. The following agreements have been negotiated in order to provide improved access to the Property pursuant to an extension of Prudential Drive and the swapping of certain parcels of land (the "**Access Agreements**"): Access and Land Swap Agreement by and among Seller, the City, and School Board of Duval County, Florida, a school board duly organized and existing under the laws of the State of Florida ("**School Board**"); and Access and Land Swap Agreement by and among Seller, City and the Jacksonville Transportation Authority, a body politic and corporate and an agency of the State of Florida in Duval County, Florida ("**JTA**"). Copies of the Access Agreements have been provided to Purchaser prior to the Effective Date of this Agreement. The Access Agreements have not yet been executed; however, they have been approved by the boards of the Seller, School Board and JTA. Seller makes no representations or warranties with respect to the availability of funds necessary to construction the improvements described in the Access Agreements. In the event that Purchaser wishes to modify the access provided by the Access Agreements, the configuration of the parcels to be swapped, or other terms of the Access Agreements (the "**Access Changes**"), such modifications shall be at Purchaser's obligation and expense, and Seller agrees to reasonably cooperate at no out of pocket expense to Seller. Any material Access Changes shall be subject to the prior written consent of Seller as a party to the Access Agreements, which approval shall not be unreasonably withheld or delayed. Seller will not modify the Access Agreements in a manner which would adversely affect the Property or access thereto without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed.

4.8 City Council Approval. Under certain circumstances (including without limitation in the event that the Purchase Price is less than the assessed value of the Property), it may be necessary to seek approval of the sale of the Property by the City Council of the City (the “**City Council Approval**”). In such event, the sale of the Property is expressly conditioned on such approval, and Seller shall have no obligation to Purchaser for failure to obtain such approval provided that Seller applies for such approval if it is determined to be necessary, other than the obligation to cause the Earnest Money to be returned to Purchaser. If the City Council Approval is needed, Seller agrees to apply for such approval as expeditiously as reasonably possible but in any event within thirty (30) days after Purchaser has finalized the Access Changes (and thereafter pursue such approval with commercially reasonable efforts), and the parties agree to reasonably cooperate in the coordination of such approval.

4.9 Due Diligence Indemnity. Subject to the provisions of this Agreement, Purchaser shall indemnify, defend and hold harmless Seller, its governing board, officers, employees and agents, from any and all liability, costs (including reasonable attorneys’ and environmental and engineering consultants’ fees and expenses, whether in reasonable anticipation of legal proceedings, during legal proceedings or in appellate proceedings), damages (including to the environment, the Parent Tract or to any surrounding land or water body), expenses, claims, suits or other proceedings arising out of the entry by Purchaser or its employees, agents or contractors on, at or under the Parent Tract or any surrounding land or water body; provided, however, Purchaser’s indemnification relating to environmental matters landward of the St. Johns River is limited to the extent that such entry causes environmental contamination or worsens or exacerbates environmental conditions in, on or about such properties; provided further that Purchaser’s indemnification with respect to Purchaser’s investigations in the St. Johns River is separately addressed in the following sentence. In the event that Seller consents to Purchaser’s testing of the riverbed of the St. Johns River, Purchaser agrees to indemnify Seller with respect to any loss, cost, liability, or damage to Seller occasioned by Purchaser’s testing, regardless of whether Purchaser has worsened or exacerbated such condition. If Purchaser causes environmental contamination or worsens or exacerbates environmental conditions in, on or about the Parent Tract or any surrounding land landward of the St. Johns River due to such entry or if Purchaser undertakes testing of the riverbed of the St. Johns River (with Seller’s consent) and, as a result, any federal, state or local regulatory agency or authority seeks: (a) further site rehabilitation, as that term is used and defined in the BSRA; (b) any assessment, monitoring or other study or investigation of the Parent Tract or surrounding properties or water bodies; (c) any fines, penalties or damages; or (d) removal, remediation, treatment or disposal of contaminated soil, groundwater, surface waters or other media or Hazardous Materials (regardless of whether such contaminated soil, surface water or groundwater or Hazardous Materials were on the Parent Tract on or before the Effective Date of this Agreement), then Purchaser shall, at its sole cost and expense, take all action necessary to fully comply with all Environmental Requirements imposed as a result thereof and such other matters referenced above; provided, however, that Purchaser may not take any such action, make any agreement with any local, state or federal regulatory agency, or otherwise take any such action, make any agreement with any local, state or federal regulatory agency, or otherwise impact the use or condition of the Parent Tract or any surrounding lands or waterbodies without the express written approval of Seller which may be withheld in Seller’s discretion. Purchaser shall provide Seller written notice within 3 days of any communication from regulatory agencies or grant authorities concerning such contamination, site rehabilitation or remediation requirements as described in this Section 4.9, or any alleged violation or threatened violation of any Environmental Requirements on or pertaining to the Parent Tract or surrounding lands or water bodies, and shall have a continuing obligation to provide Seller with written notice within 3 days of all such future communications with any such agency or authority

until such time as such matter is fully resolved regarding these matters. In the event that Purchaser produces waste in connection with its investigations, Purchaser will need to assume full responsibility as a generator if otherwise applicable as to Purchaser under relevant law during the course of their investigations; however, Seller may be willing, subject to Seller's reasonable discretion, to allow Purchaser to use Seller's generator ID number provided Seller is not responsible for any costs associated with the waste disposal and Seller has a right of refusal on where Purchaser intends to send the material that is generated during the course of Purchaser's investigations.

5. REPRESENTATIONS AND WARRANTIES; ACCEPTANCE OF PROPERTY

5.1 Seller's Representations and Warranties. Seller hereby represents, warrants, and/or covenants to Purchaser the following matters are true and correct as of the Effective Date:

(a) Seller is a body politic and corporate duly organized, validly existing and in good standing under the laws of the State of Florida.

(b) The execution, delivery and performance by Seller of this Agreement is within the authority of Seller, has been authorized by all necessary proceedings and do not and will not contravene any provision of law, organizational papers or any amendments thereof or any written agreement or contract to which Seller is a party.

(c) The person signing this Agreement on behalf of Seller is authorized to do so. Upon execution and delivery of the Agreement by Seller, this Agreement will be a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(d) Seller has received no written notice of any condemnations, suits, claims, causes of actions or moratoria or any other proceedings pending or threatened against Property (or Seller with respect to the Property) before any court or other governmental, administrative, regulatory, adjudicatory, or arbitrational body of any kind, with the exception of any matters related to the environmental condition of the Property. If Seller is served with process or receives notice that litigation or legal proceeding may be commenced with respect to the Property (or Seller with respect to the Property), Seller shall promptly notify Purchaser of such matters.

(f) Within ten (10) days after the Effective Date of this Agreement, Seller will deliver to Purchaser true, correct and complete copies of all agreements pertaining to the use, operation of maintenance of the Property (the "**Service Contracts**").

(g) Seller has not granted to any person or entity any option or other right to lease or purchase to the Property and no person or entity has any option or other right to lease or purchase the Property.

(h) To Seller's actual knowledge, Seller has not received any written notice of any proceedings pending or threatened to terminate or suspend the BSRA or that certain Significant Industrial User Discharge Permit #146, dated January 17, 2012 (the "**Discharge Permit**"), and Seller agrees to provide copies of any existing permits for the Property in Seller's possession and of which Seller's real estate department representative has actual knowledge.

(i) To Seller's actual knowledge: (i) the Land has been operated in compliance with the BSRA and the Discharge Permit; and (ii) Seller has not received any written notice or citation for noncompliance with respect to the BSRA or the Discharge Permit.

Upon the request of Purchaser, at Closing Seller shall deliver to Purchaser a "**Seller's Representation Certificate**" certifying that all representations and warranties of Seller in this Section 5.1 remain true and correct as of the Closing Date, and all of the representations and warranties contained herein shall be deemed to be remade by Seller effective as of the Closing Date; provided, however, that to the extent that changes in facts or circumstances after the Effective Date have occurred, Seller shall deliver written notice to Purchaser of such facts or circumstances within ten (10) days after becoming aware of same, and the Seller's Representation Certificate may be revised at Closing to make exception or qualification with respect to such matters as may be necessary for such representations to remain true, but Purchaser may (i) terminate this Agreement and receive the Earnest Money if such change in facts and circumstances giving rise to changes to Seller's Representation Certificate materially and adversely affect the Property or Purchaser's proposed development thereof, or (ii) assert a Seller default under this Agreement if such change of facts or circumstances arises from a default by Seller under this Agreement.

5.2 Purchaser's Representations and Warranties. Purchaser hereby represents and warrants to Seller the following matters are true and correct as of the Effective Date and as of the Closing Date:

(a) Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida.

(b) The execution, delivery and performance by Purchaser of this Agreement is within the authority of Purchaser, has been authorized by all necessary proceedings and do not and will not contravene any provision of law, organizational papers or any amendments thereof or any written agreement or contract to which Purchaser is a party.

(c) The person signing this Agreement on behalf of Purchaser is authorized to do so. Upon execution and delivery of the Agreement by Purchaser, this Agreement will be a valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

5.3 DISCLAIMER. PURCHASER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR THE TERMS OF THIS AGREEMENT AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY SELLER IN THIS AGREEMENT OR ANY DOCUMENT DELIVERED AT CLOSING, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS SET OUT IN THE DEED), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY OR ANY SURROUNDING LANDS OR WATER BODIES, INCLUDING WITHOUT LIMITATION, THE SURFACE WATER, SOIL, GROUNDWATER, SEDIMENTS AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (D) THE

COMPLIANCE OF OR BY THE PROPERTY (OR ANY SURROUNDING LANDS OR WATER BODIES) OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY OR ANY PROPERTY ADJACENT THERETO, AND SPECIFICALLY, THAT EXCEPT FOR THE FOR THE TERMS OF THIS AGREEMENT AND REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY SELLER IN THIS AGREEMENT OR ANY DOCUMENT DELIVERED AT CLOSING, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE, ZONING OR DEVELOPMENT OF REGIONAL IMPACT LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OR LANDS ADJACENT THERETO OF HAZARDOUS MATERIALS (AS DEFINED BELOW), OR AS TO ANY HAZARDOUS MATERIALS EMANATING FROM OR MIGRATING TO THE PROPERTY. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, EXCEPT FOR THE TERMS OF THIS AGREEMENT AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY SELLER IN THIS AGREEMENT OR ANY DOCUMENT DELIVERED AT CLOSING, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND AT THE CLOSING AGREES TO ACCEPT THE PROPERTY AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY WHICH ARE PURCHASER'S OBLIGATION PURSUANT TO THIS AGREEMENT. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY OR ANY LANDS ADJACENT THERETO WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR THE LANDS ADJACENT THERETO, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR THE TERMS OF THIS AGREEMENT AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY SELLER IN THIS AGREEMENT OR ANY DOCUMENT DELIVERED AT CLOSING, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. NOTHING IN THIS SECTION SHALL BE DEEMED TO ALTER THE EXPRESS PROVISIONS OF THIS AGREEMENT OR ANY DOCUMENT DELIVERED AT CLOSING AND IN THE EVENT OF A CONFLICT BETWEEN THIS SECTION AND ANY OTHER PROVISION OF THIS AGREEMENT, THE OTHER PROVISIONS OF THIS AGREEMENT SHALL CONTROL.

5.4 Hazardous Materials. "**Hazardous Materials**" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) ("**CERCLA**") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) ("**RCRA**") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; (viii) any Hazardous Materials as defined in 49 CFR 171.8, which means a substance or material that the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has designated as hazardous under section 5103 of federal hazardous materials transportation law (49 U.S.C. 5103), and including hazardous substances, hazardous wastes, marine pollutants, elevated temperature materials, materials designated as hazardous in the Hazardous Materials Table (see 49 CFR 172.101), and materials that meet the defining criteria for hazard classes and divisions in 49 CFR part 173; and (ix) any additional substances or materials which are now or hereafter classified or determined to be a pollutant, a contaminant or otherwise hazardous or toxic under Environmental Requirements (as defined below), the BSRA, in any list of hazardous, regulated or restricted substances adopted by the United States Environmental Protection Agency (the "**EPA**") or the FDEP regulating or relating to releases or discharges to the environment or any other substance, element, material, media or compound defined or restricted as a contaminant, pollutant, hazardous, toxic, radioactive or dangerous substance, material, media or waste by the EPA, by FDEP pursuant to Chapter 376 or Chapter 403, Florida Statutes, or by any other ordinance, statute, law, code, or regulation of any federal, state or local governmental entity or any agency, department or other subdivision thereof, whether now or later enacted, issued or promulgated. Hazardous Materials shall further include, without limitation, any substance, the presence of which on, in or under, or emanating or migrating from or to the Property (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health, safety or welfare of persons exposed to such Hazardous Materials; or (C) which, if it emanated or migrated from the Property, could constitute a trespass or otherwise create liability to any third party.

5.5 Environmental Requirements. "**Environmental Requirements**" shall mean all laws, ordinances, statutes, codes, rules, regulations, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil). Without limiting the foregoing, the term Environmental Requirements shall expressly include all laws, ordinances, rules, regulations and requirements referenced in or imposed by the BSRA.

5.6 Brownfield Acknowledgment, Amendment and Assumption of Obligations.

(a) Purchaser acknowledges that there are, or may be, certain environmental

obligations and risks with respect to the Property and the Parent Tract. Specifically, but without limitation, Purchaser acknowledges that the Parent Tract is a "brownfield site" and is subject to a Brownfield Site Rehabilitation Agreement and Clean Closure Plan dated August 1, 2001, between the FDEP and Seller, together with various requirements included in or imposed by FDEP's approval of plans, reports, petitions, institutional controls, and engineering controls pursuant to the BSRA, as such requirements now exist or may be added or amended in the future (collectively, the "**BSRA**"). Purchaser acknowledges that under the BSRA and other Environmental Requirements, the Property and the Parent Tract are subject to various requirements including approval of plans, reports, institutional controls, and engineering controls, which requirements may be subject to change by the appropriate regulatory agencies. In connection with the BSRA, the following documents were recorded in the public records which encumber the Parent Tract (collectively, the "**BSRA Declaration**"): Declaration of Restrictive Covenant dated February 12, 2013, in Official Records Book 16254, page 1001 of the public records of Duval County, Florida, as amended by that certain First Amendment to Declaration of Restrictive Covenant dated August 25, 2014, in Official Records Book 16922, page 294 of the public records of Duval County, Florida.

(b) Prior to Closing, Seller will use commercially reasonable efforts to amend and divide the BSRA into two agreements so that the obligations thereunder shall apply separately to the Property and the Excluded Parcels (the "**Amended BSRA**"). In lieu of an Amended BSRA, the parties may agree to pursue two new, separate BSRA's to replace the current BSRA. In such case, such separate BSRA's shall, for purposes of this Agreement, be deemed to be the "Amended BSRA." The parties acknowledge and agree that the Amended BSRA as to Purchaser may include, by or following the Closing Date, additional parcels adjacent to or in the vicinity of the Land as may be necessary or appropriate to effectuate Purchaser's development plan, the Access Changes and/or the Access Agreements and such BSRA may reflect other changes agreed by the parties necessary or appropriate to effectuate the Access Changes and/or the Access Agreements. At Closing, Seller shall assign to Purchaser and Purchaser shall accept and assume all obligations under the Amended BSRA with respect to the Property to be acquired by Purchaser, and from and after the Closing Purchaser shall perform and comply with all covenants, conditions, and restrictions under the Amended BSRA, as may thereafter be amended from time to time, with respect to the Property. Prior to Closing, Seller reserves the right to further amend the BSRA Declaration in connection with the amendment to the BSRA or if needed in order to further restrict access to or contact with groundwater under the Parent Tract, protect the soil cover, limit exposure to contaminated soils under the soil cover, maintain any engineering or institutional controls or otherwise impose restrictions to meet the requirements of the BSRA or the Amended BSRA and any site rehabilitation plan for the Parent Tract, subject to the provisions of this Agreement. The Amended BSRA and any associated covenants and restrictions in the BSRA Declaration, or any restrictive covenants recorded in accordance with this paragraph, shall constitute Permitted Exceptions. To ensure the performance of Purchaser under and in accordance with the Amended BSRA, at Closing Purchaser will be required to deliver financial assurances, such as a letter of credit, to the FDEP in connection with the assignment and assumption of Amended BSRA, and Purchaser agrees to provide such assurances, if such assurances are otherwise required by FDEP or applicable law. Notwithstanding anything contained herein to the contrary and assuming the Amended BSRA is obtained, Purchaser shall have no obligations or liability under the BSRA governing the Excluded Parcels for any acts or omissions of Seller or any third party (which term excludes Purchaser and its agents) as to the

Excluded Parcels.

(c) Notwithstanding the foregoing provisions of this Section 5.6, if and to the extent the approval of the FDEP or other third party, including the EPA, is required for the contemplated amendment of the BSRA and the assignment to and assumption by Purchaser of the Amended BSRA, then the obtaining of such approval shall be a condition precedent to Seller's obligation to sell and convey the Property to Purchaser. If such approval is required but is not obtained by the scheduled Closing Date, the Closing Date shall be extended, at Seller's election, as reasonably required to obtain such approval (but in no event shall such extension be for a period in excess of sixty (60) days without Purchaser's written consent). If such approval is not obtained by the Closing Date (as the same may be extended by Seller), Seller shall have the right to terminate this Agreement, in which event the Earnest Money will be promptly refunded to Purchaser, and neither party shall have any further obligations under this Agreement, except as to such obligations that specifically survive the termination of this Agreement.

5.7 Post-Closing Assumption, Indemnification and Release.

(a) Purchaser hereby expressly acknowledges and agrees that from and after the Closing, Purchaser and its successors and assigns shall be responsible and liable for (the "**Purchaser Assumed Matters**"): (i) compliance with all Environmental Requirements as to the Property that are not otherwise expressly Seller's responsibility under this Agreement, (ii) compliance with all terms, covenants, conditions and restrictions of the Amended BSRA as to the Property, (iii) proper operation and maintenance of the current ground water treatment system on the Property and the monitoring well network and maintenance of the engineering controls on the Property in the form of the current soil cap (unless otherwise amended); (iv) the worsening or exacerbation of the condition of any property adjacent to the Property caused by Purchaser and its successors and assigns, including any Hazardous Materials emanating from or to the Property from any surrounding land or water bodies if caused by Purchaser or its successors or assigns, (v) compliance with all Environmental Requirements as to the offsite migration of groundwater if Purchaser fails to maintain the groundwater treatment and monitoring system and such offsite conditions worsen after Closing due to such failure to maintain the system, or if Purchaser and FDEP modify the groundwater treatment plan after Closing in a manner that exacerbates or worsens groundwater conditions, and (vi) all compliance with any Environmental Requirements with respect to the riverbed of the adjacent St. Johns River which arise from any activities or construction by Purchaser or its successors or assigns riverward of the bulkhead adjacent to the Property, regardless of whether any non-compliance with Environmental Requirements is the fault or liability of Seller. Seller shall reasonably cooperate with the Purchaser at no out of pocket cost to Seller in connection with the Purchaser's agreement to assume operation of the groundwater treatment system, including but not limited to providing the Purchaser with construction or operational records, manuals, warranty information, and other documents relating to the groundwater treatment system reasonably requested by Purchaser. To the extent assignable, Seller will assign all warranties applicable to the Property at Closing.

(b) Seller hereby expressly acknowledges and agrees that from and after the Closing, Seller shall continue to retain any Seller responsibility and liability existing as of the date of the Closing with respect to (the "**Seller Retained Matters**"): (i) compliance with Environmental Requirements relating to the Excluded Parcels, except as set forth

above and except in the event the condition of said property is worsened or exacerbated by the actions of Purchaser and its successors and assigns, (ii) compliance with all terms, covenants, conditions and restrictions of the Amended BSRA as to the Excluded Parcels and with respect to the Land, non-compliance with the BSRA or Amended BSRA (to the extent applicable) prior to Closing, and (iii) liability, loss or damage arising to Purchaser due to soil, groundwater or other conditions outside of the Land (but excluding certain St. Johns River riverbed obligations for which Purchaser has responsibility as set forth in this Agreement), including arising from migration from the Land, or arising due to existing conditions in the Excluded Parcels; provided, however, Purchaser will be responsible for offsite migration of groundwater if Purchaser fails to maintain the groundwater treatment and monitoring system and such offsite conditions worsen after Closing due to such failure to maintain the system, or if Purchaser and FDEP modify the groundwater treatment plan after Closing in a manner that exacerbates or worsens groundwater conditions.

(c) From and after Closing (in addition to Purchaser's obligations for indemnity contained elsewhere herein, including in Section 4.9 hereof), Purchaser shall indemnify, defend and hold harmless Seller, its governing board, officers, employees and agents, from any and all liability, costs (including reasonable attorneys' and consultants fees and expenses, whether in reasonable anticipation of legal proceedings, during legal proceedings or in appellate proceedings, and specifically including any reasonable attorneys' fees, reasonable consultant fees, and related costs incurred, regardless of whether legal proceedings are anticipated), damages (including to the environment generally and to any land or water body in the vicinity of the Property), expenses, claims, suits or losses incurred by Seller and arising from: (i) Purchaser's failure to comply with Amended BSRA with respect to the Property or any Environmental Requirements associated with Purchaser's development and use of the Property, but not including matters that are otherwise expressly Seller's responsibility under this Agreement, and (ii) Purchaser's construction of improvements in the St. Johns River beyond the bulkhead. After Closing, Purchaser will use best practices with respect to any dock construction or other construction which may impact the riverbed. The indemnification herein shall not extend to indemnify Seller with respect to existing liability of the Seller for the pre-Closing condition of the portion of the riverbed of the St. Johns River immediately adjacent to the bulkhead which would need to be disturbed in order to effectuate a repair, maintenance or replacement of the bulkhead. From and after Closing, Seller shall indemnify, defend and hold harmless Purchaser, its officers, employees and agents, from any and all liability, costs (including reasonable attorneys' and consultants fees and expenses, whether in reasonable anticipation of legal proceedings, during legal proceedings or in appellate proceedings, and specifically including any reasonable attorneys' fees, reasonable consultant fees, and related costs incurred, regardless of whether legal proceedings are anticipated), damages (including to the environment generally and to any land or water body in the vicinity of the Property), expenses, claims, suits or losses incurred by Purchaser and arising from the Seller Retained Matters. Nothing contained in this paragraph (c) shall be construed as a waiver, expansion, or alteration of the Seller's sovereign immunity, as applicable, beyond the limitations stated in Section 768.28, Florida Statutes.

(d) Purchaser, on behalf of itself and its successors and assigns hereby waives, releases, acquits and forever discharges Seller, its board members, officers, employees, agents, attorneys, representatives, and any other persons acting on behalf of Seller and the successors and assigns of any of the preceding, of and from any and

all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, arising from the Purchaser Assumed Matters. Seller, on behalf of itself and its successors and assigns hereby waives, releases, acquits and forever discharges Purchaser, its officers, employees, agents, attorneys, representatives, and any other persons acting on behalf of Purchaser and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, arising from the Seller Retained Matters.

(e) Seller shall not abandon the existing groundwater monitoring wells located on the Property or that are included in the approved groundwater monitoring plan prior to the Closing Date without the advance written agreement of the Purchaser.

5.8 Seller's Interim Operating Covenants. From the Effective Date to the Closing Date (or earlier termination of this Agreement), Seller shall:

(a) not willfully alienate, lien, encumber, assign, pledge or otherwise transfer any part of the Property, or any interest in the Property without the prior written consent of Purchaser.

(b) comply with the BSRA and the Discharge Permit.

(c) use commercially reasonable efforts to preserve in force the BSRA and the Discharge Permit.

(d) not (i) sell, mortgage, pledge, lease or otherwise transfer or dispose of all or any part of the Property or any interest therein or (ii) enter into a binding agreement with any third party to sell or lease all or any portion of the Property.

(e) promptly give written notice to the Purchaser if Seller has actual knowledge of the occurrence of any material change to any representations or warranties made or to be made by Seller under or pursuant to this Agreement and provide Purchaser with a copy of any written notices or orders with respect to the Property received by Seller's real estate, environmental or facilities groups from any governmental agency with jurisdiction or issued by Seller.

(f) not, without the prior written consent of Purchaser (except as expressly contemplated in this Agreement), grant, knowingly permit or otherwise create or consent to the creation, change or modification of any zoning, easement, subdivision plat, restriction, restrictive covenant, lien, assessment, or encumbrance affecting any portion of the Property, except as otherwise provided herein.

(g) provide Purchaser prompt written notice of any written notice received by Seller's real estate, environmental or facilities groups from regulatory agencies or authorities concerning contamination, site rehabilitation or remediation requirements, or any alleged violation or threatened violation of any Environmental Requirements on or pertaining to the Parent Tract or surrounding lands or water bodies, and shall have a continuing obligation to provide Purchaser with immediate written notice of all future written notices received by Seller from any such agency or authority until such time as such matter is fully resolved.

(h) not enter into any new contract for the operation or maintenance of the Property that will not be cancelable by Purchaser without penalty upon no greater than thirty (30) days notice, without the prior written consent of Purchaser.

5.9 Survival; Right of Entry. The provisions of this Section 5 and Section 4.9 shall survive the Closing or any termination of this Agreement and shall run to and obligate the successors and assigns of Purchaser; provided, however, the representations and warranties of Seller set forth in Section 5.1 (and any Seller's Representation Certificate delivered by Seller at Closing) shall survive the Closing for a period of one year only. The documents delivered at Closing will include a document reasonably agreed upon by the parties within the first sixty (60) days after the Effective Date which will include a right of entry reserved to Seller to conduct such reasonable evaluations at reasonable times as necessary to determine compliance by Purchaser with the terms of the BSRA or Amended BSRA, as the case may be, and shall include appropriate and customary provisions governing such access.

5. CLOSING

6.1 Closing. The closing of the sale and purchase of the Property (the "**Closing**") shall be held at the offices of Seller's counsel commencing at 10:00 a.m. and concluding no later than 3:00 p.m. on the date thirty (30) days after the expiration of the Inspection Period (the "**Closing Date**"), unless the parties mutually agree upon another place, time or date prior to the Closing Date.

6.2 Possession. Possession of the Property shall be delivered to Purchaser at the Closing, subject to the Permitted Exceptions.

6.3 Proration; Taxes. The Property has been exempt from ad valorem taxes while owned by Seller. Accordingly, there shall be no proration for real estate taxes, personal property taxes, or special liens or assessments made at Closing or thereafter. Promptly following Closing, Purchaser shall take all necessary actions to identify the Land as an independent tax parcel with its own property appraiser's tax parcel identification number separate and apart from the remainder of the Parent Tract.

6.4 Closing Costs. Seller shall pay Seller's attorneys' fees, the cost of the Preliminary Survey and Survey for the Excluded Parcels (as equitably proportioned accordingly), the cost of the Title Commitment, including, without limitation, the cost of a title search and examination, and the premium for the Owner's Policy. In addition, Seller shall pay the costs associated with the basic processing of the BSRA amendment, provided that any extraordinary issues or complexities arising from conditions or requests of Purchaser shall be the responsibility of Purchaser. Purchaser shall pay all other closing costs, including the following: any endorsements or certifications related to the Title Commitment and policy, and all costs related to any loan title insurance policy; the cost of the Preliminary Survey and the Survey with respect to the Land (as equitably proportioned accordingly); documentary stamps on the Deed; all recording costs; all costs associated with any financing obtained by Purchaser, including, without limitation, intangibles tax on any note and documentary stamps on any mortgage; all costs associated with Purchaser's due diligence inspections and investigations, including, without limitation, the cost of any environmental report and any updates or certification thereto; and Purchaser's attorneys' fees.

6.5 Seller's Obligations at the Closing. At the Closing, Seller shall deliver to Purchaser each of the following documents but in no event earlier than the delivery to Seller of all of the proceeds of sale of the Property by wire transfer or immediately available U.S. funds:

(a) Deed. Special Warranty Deed (the "**Deed**") executed by Seller conveying the Land and any improvements located thereon to Purchaser subject to no exceptions other than the Permitted Exceptions, in the form reasonably agreed upon by the parties within the first sixty (60) days after the Effective Date.

(b) Evidence of Authority. Copy of such documents and resolutions as may be acceptable to the Title Company, so as to evidence the authority of the person signing the Deed and other documents to be executed by Seller at the Closing and the power and authority of Seller to convey the Property to Purchaser in accordance with this Agreement.

(c) Seller's Affidavit. An executed affidavit or other document acceptable to the Title Company in issuing the Owner's Policy without exception for possible lien claims of mechanics, laborers and materialmen or for parties in possession, as applicable, in substantially the form set forth in Exhibit B attached to this Agreement.

(d) BSRA Assignment. An executed assignment and assumption agreement of the rights and obligations under the Amended BSRA, in form satisfactory to Seller (the "**BSRA Assignment**"), the Florida Department of Environmental Protection and, if required, the U.S. Environmental Protection Agency.

(e) Closing Statement. An executed closing statement setting forth the allocation of closing costs, purchase proceeds, etc. (the "**Closing Statement**").

(f) Other Documentation. Such other documents as are reasonable and necessary to consummate and close the purchase and sale contemplated herein pursuant to the provisions of this Agreement.

6.6 Purchaser's Obligations at the Closing. At the Closing, Purchaser shall deliver to Seller the following:

(a) Purchase Price. The Purchase Price by wire transfer of immediately available U.S. funds.

(b) Evidence of Authority. Such consents and authorizations as Seller or the Title Company may reasonably deem necessary to evidence authorization of Purchaser for the purchase of the Property, the execution and delivery of any documents required in connection with Closing and the taking of all action to be taken by the Purchaser in connection with Closing.

(c) BSRA Assignment. A countersigned counterpart of the BSRA Assignment.

(d) Closing Statement. A countersigned counterpart of the Closing Statement.

(e) Other Documentation. Such other documents as may be reasonable and necessary to consummate and close the purchase and sale contemplated herein pursuant to the provisions of this Agreement.

6.7 Conditions to Closing. Purchaser's obligation to close on the Property hereunder is subject to the satisfaction or waiver (as applicable) by Purchaser in writing, of the conditions precedent set forth below.

(a) Title Insurance. The Title Company shall be unconditionally committed to issue, immediately following the recording of the Deed, a title policy, with liability in the amount of the Purchase Price, with extended coverage, if available, insuring Purchaser's fee estate in the Land subject only to (i) property taxes for the year of Closing and subsequent years, (ii) the Permitted Exceptions, and (iii) any item voluntarily imposed or accepted by Purchaser at the Closing. The title insurance commitment shall have been issued and "marked down" through Closing, subject only to the foregoing matters.

(b) The Physical Condition. The physical and environmental condition of the Property shall not have materially and adversely changed from the date that is 180 days after the Effective Date, ordinary wear and tear excepted.

(c) Seller's Representations; No Default. Seller's representations and warranties contained in this Agreement shall be true and correct as of the Closing Date in all material respects, and there shall be no default by Seller under this Agreement beyond the notice and cure periods provided in this Agreement.

(d) Operation and Maintenance Agreements. Seller shall have caused the Service Contracts and other agreements pertaining to the operation and maintenance of the Property (other than agreements related to Seller's continuing obligations pursuant to the BSRA or agreements to be assigned and accepted by Purchaser at Closing) to be terminated effective as of the Closing Date.

(e) Seller's Deliveries. Seller shall have executed and delivered into escrow of all items required to be executed and delivered by it under this Agreement.

(f) No Default. As of Closing, there shall be no default by Seller or any affiliate of Seller under the BSRA or Discharge Permit that has a material and adverse impact upon Seller or the Property.

(g) Failure of Conditions Precedent. The conditions precedent set forth in this Section 6.7 are solely for Purchaser's benefit and can be waived only by Purchaser in writing. In the event any of the foregoing conditions precedent are neither satisfied nor waived, as applicable, by Purchaser as of the Closing Date, Purchaser may either (i) extend the time for Closing for a reasonable period not to exceed one hundred eighty (180) days to allow Seller sufficient time to satisfy the conditions precedent or (ii) provide notice to Seller of such unsatisfied condition, and if such condition is not satisfied within ten (10) days of Purchaser's notice, Purchaser may cancel this Agreement by giving written notice to Seller and Escrow Agent prior to the close of escrow, in which event this Agreement shall terminate, Purchaser shall be entitled to have the Earnest Money returned and Purchaser shall have no further obligations or liabilities hereunder except for such obligations or liabilities as are expressly intended to survive cancellation of this Agreement. Moreover, in the event this Agreement is cancelled owing to a failure of any

condition arising out of a default by Seller, the same shall be deemed a default by Seller under this Agreement.

7. RISK OF LOSS If, after the Effective Date of this Agreement and prior to the Closing, an action is initiated to take any part of the Property by eminent domain proceedings or by deed in lieu thereof, Seller shall provide written notice thereof to Purchaser and Purchaser will be entitled, at its option and as its sole remedy, exercised within fifteen (15) days from the date of Seller's notice, either: (i) to terminate this Agreement by delivering written notice to Seller, in which event the Earnest Money will be promptly refunded to Purchaser and neither party shall have any further obligations under this Agreement, except as to such obligations that specifically survive the termination of this Agreement; or (ii) to proceed with the Closing subject to the terms of this Agreement and receive at Closing an absolute assignment of Seller's rights to negotiate, settle, and receive all awards and proceeds of such condemnation with respect to the Property or in the event that Seller negotiates such award prior to Closing such settlement shall be subject to the reasonable approval of Purchaser and Purchaser shall be credited such amount against the Purchase Price to the extent that the amount has been received by Seller prior to Closing (and if the amount has not be received by Seller prior to Closing, Seller will assign the right to receive the settlement to Purchaser at Closing).

8. DEFAULT

8.1 Breach by Seller. If Seller breaches this Agreement, and such breach is not cured within ten (10) days of Purchaser's notice of such default (provided, however, that if such failure is the failure of Seller to timely deliver the documents required for the Closing with Escrow Agent no such notice or cure period shall apply), Purchaser may, as Purchaser's sole and exclusive remedy hereunder, either (a) terminate this Agreement and thereupon shall be entitled to the immediate return of the Earnest Money, or (b) enforce specific performance of this Agreement. In the event the remedy of specific performance is not available due to Seller's willful transfer or lease of the Property to another entity or willful encumbrance of the Property (which "willful transfer" shall not include a transfer resulting from eminent domain proceedings), Purchaser shall be entitled to pursue any and all remedies available at law or equity against Seller; provided, in no event shall Seller be liable to Purchaser for punitive, speculative, or consequential damages of any kind.

8.2 Breach by Purchaser. If Purchaser breaches this Agreement, and such breach is not cured within ten (10) days of Seller's notice of such default (provided, however, that if such failure is the failure of Purchaser to timely deliver the documents or funds required for the Closing with Escrow Agent no such notice or cure period shall apply), Seller may, as Seller's sole remedy and relief hereunder, terminate this Agreement and thereupon be entitled to receive the Earnest Money from the Escrow Agent as liquidated damages (and not as a penalty). Seller and Purchaser have made the above provision for liquidated damages because it would be difficult to calculate, on the date hereof, the amount of actual damages for such breach, and that these sums represent reasonable compensation to Seller for such breach. Notwithstanding the foregoing, the limitation to recovery of the Earnest Money as liquidated damages for Purchaser's default hereof shall not be deemed to apply to Seller's remedies for breach of Purchaser's obligations which survive the Closing, or as to Purchaser's indemnification obligations contained in this Agreement, and, Seller shall be entitled to pursue any right or remedy available hereunder or at law or in equity, including, without limitation, the right to damages, as to such matters.

8.3 Return/Delivery of Earnest Money. In the event the Earnest Money is returned to

the Purchaser, as provided in Section 8.1 above, or delivered to the Seller, as provided in Section 8.2 above, upon the return or delivery of the same, the parties hereto shall have no further rights, obligations or liabilities with respect to each other hereunder, except as to such obligations as specifically survive the termination of this Agreement.

9. SPECIAL TERMS

9.1 Reservation of Easements. Seller shall have the right to reserve the following easements at Closing on terms to be negotiated with in the first sixty (60) days after the Effective Date (the “**Reserved Easements**”): (a) easements with respect to any and all existing utilities located within the boundaries of the Property, including an easement one hundred feet in width for certain underground electric transmission lines as shown on that certain survey prepared by Robert M. Angus and Associates, dated November 19, 2014, as provided to Purchaser prior to the Effective Date, which easement will contemplate the addition of future lines therein and maintenance and repair thereof and which easement may be narrowed in width upon the request of Purchaser, which request may be approved or denied in Seller’s absolute discretion; (b) easement for access rights to adjacent Duval School Board property for future sampling of several off-site groundwater monitoring wells there, which are part of FDEP-approved quarterly sampling plan, if such easement is determined to be necessary in order to provide such access (it being acknowledged that such access will not be necessary unless the Access Changes prevent accessibility to all or a portion of the Duval School Board property from a dedicated public right of way or existing recorded perpetual access easement), and (c) easements and rights of entry easements described elsewhere in this Agreement. All such Reserved Easements shall constitute Permitted Exceptions. Purchaser acknowledges that no vertical building improvements shall be placed within said Reserved Easements. In connection with Seller’s exercise of its rights under the Reserved Easements, Seller will repair any surface improvements located thereon to City standards (for example, Seller will not be required to replace decorative features, such as pavers, or landscaping that are in excess City standards unless Purchaser is willing to provide the material or pay the additional cost). Seller shall, within ninety (90) days after the Effective Date, identify the location of such easements with specific proposed legal descriptions and provide Purchaser with a draft of the proposed easement documents. Thereafter the parties will negotiate such easements in good faith.

9.2 Potential Dock Removal. Seller may perform maintenance and repairs to the Property while this Agreement pending, which may include the removal of some or all of the dock structures in the adjacent St. Johns River. Seller will repair any material damage to the Property caused by the exercise of Seller’s rights hereunder to the extent that such repair is necessary for Purchaser’s intended use or development of the Property, and such repair shall be limited to restoring the Property to the condition that existed immediately prior to such damage. The Seller’s obligations under this Section shall survive Closing.

9.3 Coordination Regarding Seller Regulatory Submissions before Closing Date. Seller agrees to reasonably cooperate and consult with the Purchaser in connection with the preparation and submission of correspondence, reports, submissions, and other communications to governmental entities before the Closing Date in connection with environmental matters relating to the Property or that could reasonably affect the Property or the Purchaser’s development plans for the Property as contemplated by Purchaser’s RFP response. Seller’s proposed submissions described above that would address remediation options, environmental closure, engineering or institutional controls, the BSRA or the BSRA Declaration (including any changes thereto) shall not adversely affect or limit Purchaser’s development plans for the Property without Purchaser’s review and approval; provided, however, Purchaser’s

right of approval shall apply only to the extent that Seller has reasonable discretion or flexibility in making such submissions, including in a manner that does not adversely affect or limit Purchaser's development plans for the Property.

10. MISCELLANEOUS

10.1 Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other under this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when either: (i) personally delivered to the intended recipient; (ii) three (3) business days after having been sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the party to whom the notice was given; (iv) at noon of the business day next following after having been deposited into the custody of a nationally recognized overnight delivery service such as Federal Express Corporation or UPS, addressed to such party at the address specified below; or (v) immediately if sent during regular business hours or at 8:30 a.m. local time on the next business day next following an after-hours, weekend or holiday notice sent by facsimile, provided that receipt for such facsimile is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. Any notice sent as required by this section and refused by recipient shall be deemed delivered as of the date of such refusal. For purposes of this Section 10.1, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

IF TO SELLER:

JEA
21 West Church Street, T-11
Jacksonville, Florida 32202
Attention: Nancy Kilgo
Ph: (904) 665-6439
Fax: (904) 665-7369

WITH A COPY TO:

David J. Edwards, Esquire
Edwards Cohen
200 West Forsyth Street, Suite 1300
Jacksonville, Florida 32202
Ph: (904) 633-7979
Fax: (904) 633-9026

IF TO PURCHASER:

Elements Development of Jacksonville, LLC
1478 Riverplace Blvd., Suite 107
Jacksonville, FL 32207
Attention: Michael F. Balanky
Ph: (904) 923-7065
Fax: (904) 374-0792

WITH A COPY TO:

Richard W. Hawthorne, Esquire
Driver, McAfee, Peek & Hawthorne, P.L.
One Independent Drive, Suite 1200
Jacksonville, Florida 32202
Ph: (904) 807-8204
Fax: (904) 301-1279

AND TO:

Jason S. Lichtstein, Esquire
Akerman LLP
106 East College Avenue, 12th Floor
Tallahassee, FL 32301
Ph: (850) 521-8018
Fax: (850) 222-0103

IF TO ESCROW AGENT:

Edwards Cohen
200 West Forsyth Street, Suite 1300
Jacksonville, Florida 32202
Attention: David J. Edwards
Ph: (904) 633-7979
Fax: (904) 633-9026

Legal counsel for a party to this Agreement are authorized to give any notice, demand or request which may be given or which is required to be given under this Agreement on behalf of such party.

10.2 Real Estate Commissions. Seller warrants that it has not engaged any broker, salesman or finder which is in any way entitled to compensation from Purchaser upon the consummation of the transactions contemplated herein, and Purchaser warrants to Seller that it has not engaged any broker, salesman or finder which is in any way entitled to compensation from Seller upon the consummation of the transactions contemplated herein. Each party will indemnify and hold the other party harmless from all other claims for commission or fees by brokers made against the other party as a result of the actions of the indemnifying party, and all resulting losses, costs and damages. The provisions of this Section 10.2 shall survive the Closing or termination of this Agreement.

10.3 Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein.

10.4 Amendment. This Agreement may be amended only by a written instrument executed by the parties hereto.

10.5 Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

10.6 Time of Essence. Time is of the essence of this Agreement; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of Florida, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday. As used in this agreement the term "business day" shall mean any day that is not a Saturday, Sunday or legal holiday under the laws of the United States or the State of Florida.

10.7 Governing Law. This Agreement shall be governed by the laws of the State of Florida and the laws of the United States pertaining to transactions in such State. All of the

parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. Venue for any action arising under this Agreement shall lie in the courts in and for Duval County, Florida.

10.8 Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT CONTEMPLATED AND EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO.

10.9 Successors and Assigns; Assignment. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Purchaser may assign this Agreement to any entity that is controlling, controlled by, or under common control with Purchaser with notice to Seller but without Seller's consent. Prior to Closing, except for any assignment permitted pursuant to the preceding sentence, Purchaser shall not assign Purchaser's rights under this Agreement without the prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion. After Closing, Purchaser may assign in whole or in part, surviving rights and obligations hereunder to a successor owner of the Property or portion thereof or an association formed to operate the development on the Property or portion thereof with notice to, but without the prior consent of, Seller. With respect to any assignment permitted hereunder, upon such assignment to a successor owner of the Property or portion thereof who has a net worth no less than Purchaser, Purchaser shall be relieved any further obligation hereunder with respect to matters occurring after the date of the assignment with respect to the Property or such applicable portion thereof. Notwithstanding the foregoing, to the extent that such rights and obligations involve governmental entities or third parties (such as with respect to the Amended BSRA), any assignment (and JEA's consent thereto) shall be subject to Purchaser obtaining all applicable consents and approvals of such governmental entities and third parties.

10.10 Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

10.11 Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages as herein provided, reasonable attorneys', paralegals', or expert witnesses' fees and costs incurred in such suit at trial or on appeal or in connection with any bankruptcy or similar proceedings.

10.12 Multiple Counterparts and Facsimile Execution. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party to be charged.

A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals.

10.13 Effective Date. As used in this Agreement, the Effective Date shall be the last date on which Seller delivers notice to Purchaser that Purchaser's offer to purchase the Property in accordance with the terms and conditions of this Agreement has been accepted and this Agreement has been executed by Seller.

10.14 Exhibits. The following exhibits are attached to this Agreement and are incorporation into this Agreement and made a part here:

- (a) Exhibit A, the Parent Tract legal description
- (b) Exhibit A-1, depiction of Parent Tract showing Land and Excluded Parcels; and
- (c) Exhibit B, the Seller's Affidavit.

10.15 Authority. Each party hereto represents and warrants to the other that the execution of this Agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

10.16 Recordation. Neither this Agreement nor any memorandum or other summary of this Agreement shall be placed of public record under any circumstances except with the prior written consent of Seller and Purchaser.

10.17 Escrow. If there is any dispute as to whether Escrow Agent is obligated to deliver the Earnest Money, or any other monies or documents which it holds or as to whom such Earnest Money, monies or documents are to be delivered, Escrow Agent shall not be obligated to make any delivery, but, in such event, may hold same until receipt by Escrow Agent of an authorization, in writing, signed by all of the parties having an interest in such dispute directing the disposition of same, or, in the absence of such authorization, Escrow Agent may hold such Earnest Money, monies or documents until the final determination of the rights of the parties in an appropriate proceeding. If such written authorization is not given or proceeding for such determination is not begun and diligently continued, Escrow Agent may, but is not required to, bring an appropriate action or proceeding for leave to deposit such Earnest Money, monies or documents in court, pending such determination. Escrow Agent shall not be responsible for any acts or omissions unless the same constitutes gross negligence or willful misconduct and upon making delivery of the Earnest Money, monies or documents which Escrow Agent holds in accordance with the terms of this Agreement, Escrow Agent shall have absolutely no further liability hereunder. In the event Escrow Agent places the Earnest Money, monies or documents that have actually been delivered to Escrow Agent in the Registry of the Circuit Court in and for the County in which the Property is located and files an action of interpleader, naming the parties hereto, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith. Seller and Purchaser shall and do hereby, jointly and severally, agree to indemnify and hold Escrow Agent harmless from any and all damages, losses, liabilities, claims, costs and expenses arising hereunder or in connection herewith, including but not limited to, all costs and expenses incurred by Escrow Agent in connection with the filing of such action including, but not limited to, reasonable attorney and paralegal fees and expenses for Escrow Agent's attorneys through all trial and appellate levels. IT IS ACKNOWLEDGED THAT ESCROW AGENT MAY ACT AS THE COUNSEL FOR SELLER. IT IS AGREED THAT ESCROW AGENT SHALL NOT BE DISABLED OR

DISQUALIFIED FROM REPRESENTING SELLER IN CONNECTION WITH ANY LITIGATION WHICH MIGHT ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT BY VIRTUE OF THE FACT THAT ESCROW AGENT HAS AGREED TO ACT AS ESCROW AGENT HEREUNDER, AND PURCHASER DOES HEREBY WAIVE ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THE FOREGOING. The provisions of this Section 10.17 shall survive the Closing or any termination of this Agreement.

10.18 Further Assurances. After Closing, Seller agrees to cooperate with Purchaser and to execute such other documents as may be reasonably required to effectuate the transfer of the Property to Purchaser and as otherwise may be reasonable and necessary to carry out the terms of this Agreement, including without limitation, executing such joinders as may be required by any governmental authorities with respect to the transfer of any permits.

[SIGNATURES FOLLOW ON SUCCEEDING PAGE(S)]

The parties hereto have caused this Agreement to be executed under seal by persons duly empowered to bind the parties to perform their respective obligations hereunder the dates set forth beside their respective signatures.

SELLER:

JEA

By: _____
Name: _____
Title: _____

Date of Execution: _____, 2015

Form Approved for JEA:

By: _____
JEA Legal Counsel

PURCHASER:

ELEMENTS DEVELOPMENT OF JACKSONVILLE,
LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

Date of Execution: _____, 2015

The undersigned "Escrow Agent" agrees to the terms and conditions stated in Section 10.17 ("Escrow") of the foregoing Agreement, and such other terms and provisions of the Agreement as concern the "Earnest Money" and "Escrow Agent's" duties regarding the Earnest Money.

EDWARDS COHEN

By: _____
Name: _____
Title: _____

Date of Execution: _____, 2015

EXHIBIT A
To Purchase and Sale Agreement

PARENT TRACT LEGAL DESCRIPTION
(Legal Description to be verified by title commitment and survey.)

ALL OF LOTS 7 THROUGH 10, WATER LOTS SECOND SERIES, AS SHOWN ON REEDS FOURTH SUBDIVISION OF SOUTH JACKSONVILLE, PLAT BOOK 1, PAGE 46, OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, A PART OF KANSAS STREET (A 60 FOOT WIDE RIGHT OF WAY, CLOSED BY ORDINANCE BB-246) AND A PART OF THE ISAAC HENDRICKS GRANTS, SECTIONS 44 AND 45, AND PART OF THE F. BAGLEY AND I. HENDRICKS GRANT, SECTION 60, ALL IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF COLORADO AVENUE (A 60 FOOT WIDE RIGHT OF WAY) WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF REED AVENUE (A 60 FOOT WIDE RIGHT OF WAY); THENCE N02°07'28"E ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID COLORADO AVENUE A DISTANCE OF 460.32 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN S61°45'42"E, 724.93 FEET TO THE NORTHERLY MOST CORNER OF PROPERTY DESCRIBED IN DEED BOOK 859, PAGE 408 OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PROPERTY S61°45'42"E, 416.00 FEET TO THE EASTERLY MOST CORNER OF SAID PROPERTY; THENCE N85°28'37"E, 181.47 FEET TO A POINT ON THE LINE BETWEEN AFORESAID SECTIONS 45 AND 60, SAID POINT BEING IN THE CENTERLINE OF AN EXISTING DRAINAGE CANAL; THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG THE CENTERLINE OF SAID DRAINAGE CANAL AND ALONG THE WATERS OF THE ST JOHNS RIVER 2825 FEET MORE OR LESS TO NORTHEASTERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5703, PAGE 759, PARCEL 1, OF SAID CURRENT PUBLIC RECORDS; THENCE S29°19'13"W ALONG THE EASTERLY LINE OF SAID LANDS, A DISTANCE OF 255 FEET, MORE OR LESS, TO THE NORTHWESTERLY CORNER OF SAID LOT 7, WATER LOTS SECOND SERIES; THENCE S02°07'28"W, ALONG THE WESTERLY LINE OF SAID LOT 7 AND A SOUTHERLY PROLONGATION THEREOF AND ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID COLORADO AVENUE, 602.36 FEET TO THE POINT OF BEGINNING. CONTAINING 34.72 ACRES MORE OR LESS.

EXHIBIT A-1

DEPICTION OF PARENT TRACT

EXHIBIT B

To Purchase and Sale Agreement

SELLER'S AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared the undersigned, as _____ of JEA, a body politic and corporate (the "Seller"), who, being by me first duly sworn, deposes and says that:

1. The Seller is the owner of the property described hereafter in Exhibit A (the "Property") and upon which fee simple interest is being transferred to _____, a _____ ("Transferee").

2. There are no Mechanic's Liens under Chapter 713 of the Florida Statutes filed against the Property; there have been no repairs, improvements or other work done to or labor, materials or services, bestowed upon the Property or any portion thereof, for which any or all of the cost of the same remains unpaid; and no person, firm or corporation is entitled to a lien against the Property under Chapter 713 of the Florida Statutes as of the date hereof.

3. The Seller is in exclusive possession of the Property and no person, firm or corporation has any claim of possession which is not a matter of record in the Public Records of Duval County, Florida.

4. There are no matters pending against the Seller that could give rise to a lien or encumbrance that would attach to the Property between _____, 2015 at 5:00 p.m. and the recordation of the Special Warranty Deed from the Seller to Transferee.

5. The Seller has not and will not execute any instrument that would adversely affect the title to the Property or the interest being conveyed to Transferee thereunder.

6. This Affidavit is also made for the purpose of inducing Transferee to purchase the Property, for _____ Title Insurance Company to insure the title to the Property, and for the closing agent, to disburse to the Seller the proceeds from the sale of the Property with the full knowledge that the aforesaid firms intend to and shall rely upon the truth and accuracy of the statements herein contained.

7. I declare that I have examined this Affidavit, and to the best of my knowledge and belief, but without investigation or inquiry, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Seller.

FURTHER AFFIANT SAYETH NOT.

JEA

By: _____

Name: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, as _____ of JEA, a body politic and corporate, who is personally known to me or has produced a Florida driver's license as identification.

[Notary Seal]

Print Name: _____

NOTARY PUBLIC, State of Florida

Serial Number (if any): _____

My Commission Expires: _____

