

ADDENDUM NO. 1

ISSUE DATE: 2/6/2012

FSCJ RFQ NUMBER: RFQ 2012C-43 *ADM*

FSCJ RFQ TITLE: Architectural, Engineering and Construction Services for the "Bartram Degree Completion Center"

The above numbered solicitation is amended as follows:

- Attachment "A" Clarifications, Questions and Answers
- Sign-In Sheet from Public Site Visit held on January 24, 2012 @ 10:00 a.m.
- Sign-Out-Sheet for Plans and Specifications Picked-Up
- Addendum #1 Revised Attachment A – Location Plan
- Addendum #1 Revised Attachment M – 10 Acre Survey Dated 2/17/11
- Addendum #1 Revised Attachment N – Topo & Tree Survey Dated 2/17/11
- Addendum #1 Revised Attachment P – Purchase Contract
- Addendum #1 Revised Attachment Q – Access Easement

The hour and date specified for receipt of bids:

is not extended, remains: February 13, 2012 at 2:00 p.m.

is extended until: \_\_\_\_\_

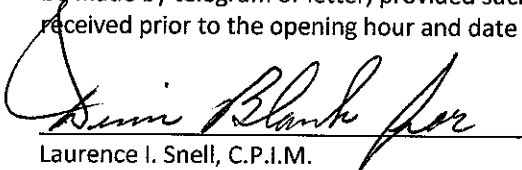
posting date is **not** extended and remains: on or about March 1, 2012

Except as provided herein, all terms and conditions of the solicitation, including changes made by all prior addenda (if any), remain unchanged and in full force and effect.

Bidders must acknowledge receipt of this addendum prior to the time set for receipt and opening of bids as specified in the solicitation, or as amended, by one of the following methods:

- (a) By signing and returning one copy of this addendum.
- (b) By acknowledging receipt on the copy of the bid submitted.
- (c) By separate letter, telegram or telephone facsimile referencing the solicitation and addendum numbers. FSCJ FAX # 632-3087.

**FAILURE TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If, by virtue of this addendum, you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this addendum and is received prior to the opening hour and date specified.



Laurence I. Snell, C.P.I.M.  
Assoc. Vice President, Purchasing and  
Business Services

(Complete this portion)

**TO BE RESPONSIVE ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF ADDENDUM #1**

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**FSCJ RFQ NUMBER: RFQ 2012C-43**

**Attachment #A**

**FSCJ RFQ TITLE: Architectural, Engineering and Construction Services for the “Bartram Degree Completion Center”**

**Addendum No. 1**

**QUESTIONS AND ANSWERS**

- Question 1: Request clarification of Item 3. a. of Section G. Evaluation Criteria Part 1. It states: Prime Entity (with all consultants in-house in local office) Less than 45 miles -10 Points. Are you really asking the Local Architectural Firm to have all engineering consultants to be in the same (in-house) as the Architectural Firm (as employees of the Architectural Firm) or are you stating that the consultants to the Architectural Firm will be housed in their local office?
- Response 1: Yes to earn the 10 points the –“Local Architectural Firm is to have all engineering consultants to be in the same (in-house) as the Architectural Firm (as employees of the Architectural Firm).”
- Question 2: Request clarification of item 3.b. of Section G. Evaluation Criteria Part 1, clarification of 3.a. affects 3.b. in similar context.
- Response 2: An Architectural Firm that DOES NOT have all engineering consultants to be in the same (in-house) as the Architectural Firm (as employees of the Architectural Firm).
- Question 3: Page 8, G. 3. – Proximity – could you please list what FSCJ considers to be the Major Sub-consulting Entities – mechanical, electrical, plumbing, structural, civil?
- Response 3: Major is defined as: Architectural/Engineering consultants in which are HIRED AS SUB-CONSULTANTS of the Architectural Firm (as sub-contracted employees of the Architectural Firm)
- Question 4: The Bartram Degree Completion Center RFQ requires in Tab E that a C-Corp submit a 2011 profit and loss statement and that an S-Corp submit a letter from their CPA. Our firm is a “closely held” C-Corp, which means that we do not function like a Fortune 500 corporation. Rather we function just like an S-Corp at year end, that is to say, we attempt to zero out all profits so as to avoid double taxation. We request that, as a closely held C-Corp, we be permitted to submit a letter from our CPA as S-Corps are permitted to do.
- Response 4: Yes, a “closely held” “C-Corp” and a “S-Corp” would be allowed to submit a letter from their respective CPA firm to include requirements as in Section 2.00, Financial Capability.
- Question 5: Do the required forms (exp. Attachments E & F) count against the 50 page limit? Also, do the Part IIs of the SF330 count against the 50 page limit?
- Response 5: Yes, as stated in Section D. Submittal Instructions, the proposing firm; “Submit EIGHT hard copies, (1 original + 7 copies) and 4 USB memory sticks of the Qualification Submittal Format defined in Attachment F and G, each hard copy in a single binder, not to exceed 50 pages in length not including tabs. Only the first 50 pages will be evaluated. Table of contents tabs and addendum forms will not be included in the 50 page maximum. (Note: a two-sided page equals two pages.) Include all required tabs. Applicants may include any additional information they would like to call to the attention of the College in Section 8 of the Qualification Submittal Format. Cover letters are neither required nor desired.” Therefore the total submission must be not more than 50 pages (with the Table of contents tabs and addendum forms NOT included in the page count).

FSCJ RFQ NUMBER: RFQ 2012C-43

Attachment #A

FSCJ RFQ TITLE: Architectural, Engineering and Construction Services for the “Bartram Degree Completion Center”

Question 6: How are the points for item G.I.3.c? Proximity – Major Sub-consulting Entities determined?

E.G. If one consultant out of three is outside 45 miles, would you receive 3 points or 2 points?

Response 6: Refer to Response #3 above. The Committee would assign points accordingly to each Major Sub-consulting firm submitted, and then divide the total points by the number of Major Sub-consulting firms submitted to achieve the Proximity Point assignment for G.I.3.c.

Question 7: If a Joint Venture is proposed, corporate certificates, licenses, financial information, insurance information, would be provided by both individual firms forming the Joint Venture. Please confirm this is the acceptable format.

Response 7: Existing Joint Ventures are encouraged to submit proposals in which have obtained joint named corporate certificates, licenses, financial information, insurance information, etc. Non-existing Joint Ventures may consider having one firm as the prime entity with sub-consultant. The total submission must be not more than 50 pages (with the Table of contents tabs and addendum forms NOT included in the page count). Note: a two-sided page equals two pages.

Question 8: Is there any other specific documentation required for the Joint Venture?

Response 8: Beyond Response #7 above, there is none that we are aware of.

Question 9: Is it acceptable for the Prime architectural firm to have another architectural firm (with special expertise) as a consultant?

Response 9: Yes, the other architectural firm would be considered a sub-consultant to the Prime Architectural/Engineering firm.

#### CLARIFICATION

1. Page 4, General Project Description- Third paragraph and Attachment B Page 1 of 2 whereas states: “**The facility will be silver LEED certified** and constructed as an Enhanced Hurricane Protection Area (EHPA) in compliance with the State Requirements for Educational Facilities (SREF). The project must also meet or exceed the Flagler Center Development Guidelines and should have a distinctive higher education aesthetic image to reinforce its mission as a state-of-the-art degree completion center. Other compliance provisions include: 1.applicable Development Regional Impact (DRI) provisions, 2. Flagler Center property owner’s association approval, 3. Existing stormwater and environmental permits, 4. Existing easement provisions, 5. Assigned development rights, 6. State Requirements for Educational Facilities, and 7. Department of Education (DOE) Life Cycle Cost Guidelines” **SHALL BE MODIFIED TO READ: “The facility will be LEED Silver certified in compliance with the US Green Building Council OR Silver Certified following Florida Green Building Coalition standards and policies** and constructed as an Enhanced Hurricane Protection Area (EHPA) in compliance with the State Requirements for Educational Facilities (SREF). The project must also meet or exceed the Flagler Center Development Guidelines and should have a distinctive higher education aesthetic image to reinforce its mission as a state-of-the-art degree completion center. Other compliance provisions include: 1.applicable Development Regional Impact (DRI) provisions, 2. Flagler Center property owner’s association approval, 3. Existing stormwater and environmental permits, 4. Existing easement provisions, 5. Assigned development rights, 6. State Requirements for Educational Facilities, and 7. Department of Education (DOE) Life Cycle Cost Guidelines”

Site Visit Sign-in Sheet

RFQ #2012C-43

Titled: A/E Consultant Services – Bartram Degree Completion Center

Date: January 25, 2012

Time and Location: 2:00 p.m. @ the site of Old St. Augustine Road & Flagler Center Blvd.

Page 1 of 4

NOTE: Please Print

Company Name	Address	Telephone #	Fax #	Email Address	Signature
BERGMANN ASSOCIATES	8653 BAYPINE RD. JACKSONVILLE FL 32256	904.363.9133	904.363.3203	mstuebben@bergmannpc.com	
HARVARD JOLLY ARCHITECTURE	2137 PARK ST #200 JAX 32204	904 524 0127		B.CRESAP@HARVARDJOLLY.COM	 BOBBY CRESAP
HKS Architects	225 E. Robinsn St Ste 405 Orlando, FL 32801	407-648-9956	407-648-9976	m.cornell@hksinc.com	Melanie Corneel
Baker Barnhis Architects	189 S. Orange A. #1100 Orlando, FL 32801	407 926 3011	407 926-3390	tkirby@bakerbarnhis.com	
RS&H	11 SANDS AS BEFORE	904 256 2316	256-2502	MICHAEL.COFFEE@RSANDH.COM	
Smith-McCrory Architects	3652 So. 3rd Street Jacksonville Bch, FL 32233	904 242-7200	904 242-0404	jsmith@smithmccrory.com	 Jan Smith
AJAX BUILDING CORP.	10365 HOOD RD. S. #203 JAX, FL 32257	904 262-8620	904 262-8623	JIRVIN@AJAXBUILDING.COM	
BARTON MALOW COMPANY	7016 DAVISCK. RD. SAX FL 32256	886.5377	886.5378	WILLIAM.SCHAFF@BARTONMALOW.COM	
OCI ASSOCIATES INC	427 CENTERPOINT CR. SUITE 1825 ALTAIR DR. SPRING, FL 32701	407 332-5110	407 332-7704	AMUNHS@OCIASSOCIATES.COM	

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Page 2 of 4

NOTE: Please Print

Company Name	Address	Telephone #	Fax #	Email Address	Signature
BAKER KLEIN ENGINEERING	1334 WALNUT ST. 32206 JACKSONVILLE <del>322</del>	904-356-8570	904-356-8574	CSUBEE@BKETAJAX.COM	
ENGLAND-THOMAS & MILLER	14775 OLD ST. AUGUSTINE RD JAX, FL 32258	(904)265-3115	(904)646-9485	TARJERT@ETMINC.COM	
BFB GLADWIN ARCHITECTS	1063 W. HILL AVE VALDOSTA GA 31601	229-244-1492	229-242-8825	fbarnett@bfbarchitects.com	
TLC Engineering	1650 Prudential Dr Suite 200 Jax, FL 32207	904-396-8343	904-306-9117	ryan.fryman@tlc-eng.com	
SCHENKEL-SHULTZ	101 E. TOWN PL St. Aug., FL 32095	904-940-7272	904-940-7277	jstege@schankelshultz.com	
DASHER-HURST ARCHITECTS	17961 SUTTON PARK DR # 200 JAX, FL 32224	904-425-1190	✓	THURST@DASHERHURST.COM	
ROLLAND, DELVAUX & BRADLEY	1650 PRUDENTIAL DR. JACKSONVILLE 32207	904-398-3939		jeff.rolland@rdbi.net	
KBJ ARCHITECTS, INC.	510 N. JULIA ST. JAX, FL 32202	904-356-9491		BCOUCHE@KBS.COM	
ENB ARCHITECTS	1361 13TH AVE SOUTH JACKSONVILLE BEACH 32250	904-241-9997		webert@enbarchitects.com	

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Date: January 25, 2012

Time and Location: 2:00 p.m. @ the site of Old St. Augustine Road & Flagler Center Blvd.

Page 3 of 4

NOTE: Please Print

Company Name	Address	Telephone #	Fax #	Email Address	Signature
SAUER INC	6959-2 Phillips Parkway S.	262-6444	345-3330	chunsberger@sauer-inc.com	
JSA	207 N. LAURA ST. #300 JAX, FL 32202	446-1425	354-4682	SCARGILE@JSAINC.COM	
AMEC (MAGEC)	3901 Carmiche Ave Jax 32207	396-5173	396-5703	Terri.Bowman@amec.com <del>TERRI.BOWMAN@AMEC.COM</del>	
RS&H	10748 Deerwood Park Blvd. S. JAX, FL 32256	256-2427	256-2562	daniel.heumann@rsandh.com	
TERCILLA COUPEMANCHE ARCHITECT	7125 SLEEPY HOLLOW TALLAHASSEE, FL 32312	850-728-1480	850-222-1544	RMB@WJWJ@TC-ARCH.COM	
ELLIS & ASSOCIATES	7064 DAVIS CREEK RD JAX FL 32251	904 886-5126	904 880-0970	M.LSRUBER@ELLISASSOC.COM	
RS&H	10748 Deerwood park Blvd South Jax. FL 32256	904 256 2211	256-2562	Jonathan.Carter@rsandh.com	
POND & COMPANY	10199 Southside Blvd Suite 103 JAX, FL 32256	904 513 0200	904 513 0203	Isabel.Arapoz@pond.com	
OCI ASSOCIATES	427 CENTER POINT CR. APT 1001 SE 59th FL 32201	407-332-5110	407-332-7104	RSTEWART@OCIASSOCIATES.COM	

Site Visit Sign-in Sheet

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Date: January 25, 2012

Time and Location: 2:00 p.m. @ the site of Old St. Augustine Road & Flagler Center Blvd.

Page 4 of 4

NOTE: Please Print

Company Name	Address	Telephone #	Fax #	Email Address	Signature
FSCJ	501 W State St Jacksonville, FL 32202	9046323086	9046323087	amonrde@fscj.edu	Audrey B. Monroe <i>Audrey B. Monroe</i>
FSCJ	"	633 5973	633 8190	jkuterka@fscj.edu	John KUTERKA <i>John Kuterka</i>

Public Document  
 RFQ Submission Pick-up  
 FSCJ RFQ 2012C-43

TITLED: A/E: Services - Bartram Degree Completion Center

Company Name	Street Address	City	ST	Zip Code	Phone	Fax	Email Address	Date P/U	Signature
SMITH STULTZ	101 E. Tower Pl	ST. AUG	FL	32095	304-940-7272	7277	jsfor@schneckskauff.com	1/25/12	
Atlantic Engineering Construction	Comp. Wilmington Ave 7199 E. State St Jacksonville	Jax	FL	32211	904-744-1100	904-744-1100	m.kovner@aeeng.com	1/16/12	
Fisher Koppenhafer	9104 Cypress Green Dr	Jacksonville	FL	32256	904-367-0077	904-367-0008	cstreet@fisherkoppenhafer.com	1/27/12	website
Oppenheim Arch + Design	245 NE 37th Street	Miami	FL	33137	305-576-8404 x662		virginia@oppenoffice.com	1/27/12	website
Lindemann, Bentzon Bojack					352-242-0100 x116		nizane@lbbbe.com	1/30/12	website





Attachment A (revised)  
Addendum #1

Date: 9/30/2010

30°08'21.63" N 81°31'09.18" W elev 24 ft

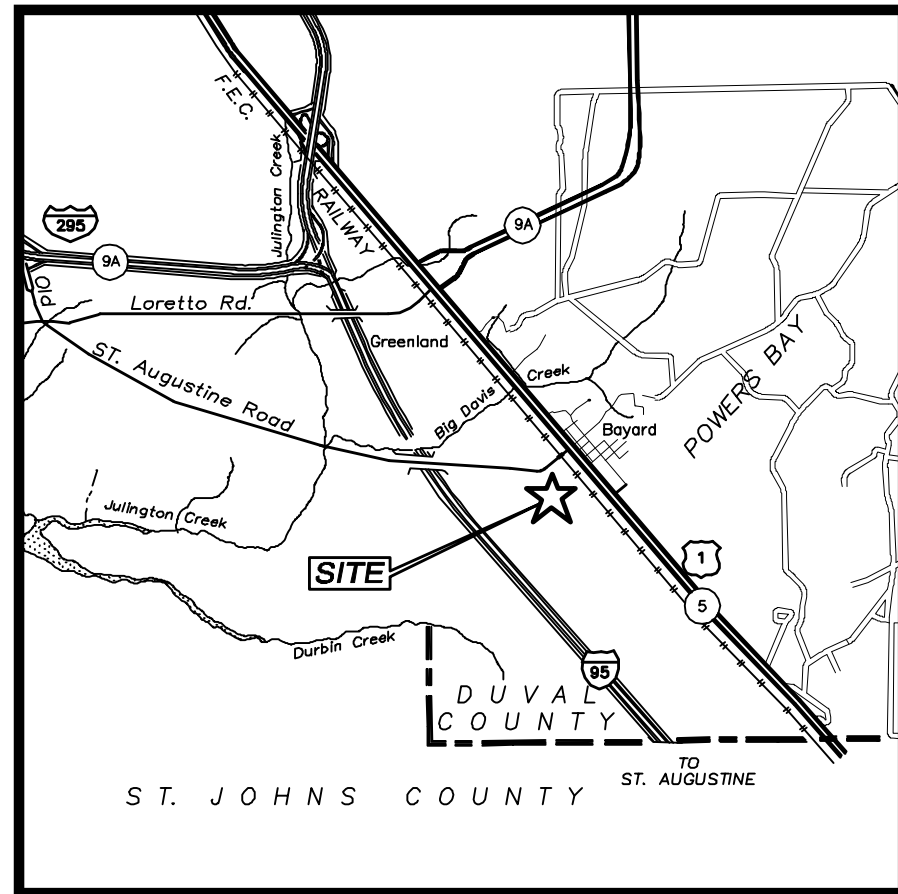
© 2011 Google

© 2010 Google

Eye alt 4329 ft

# **BARTRAM DEGREE COMPLETION CENTER**

Florida State College at Jacksonville 1-02-12



VICINITY MAP  
(NOT TO SCALE)

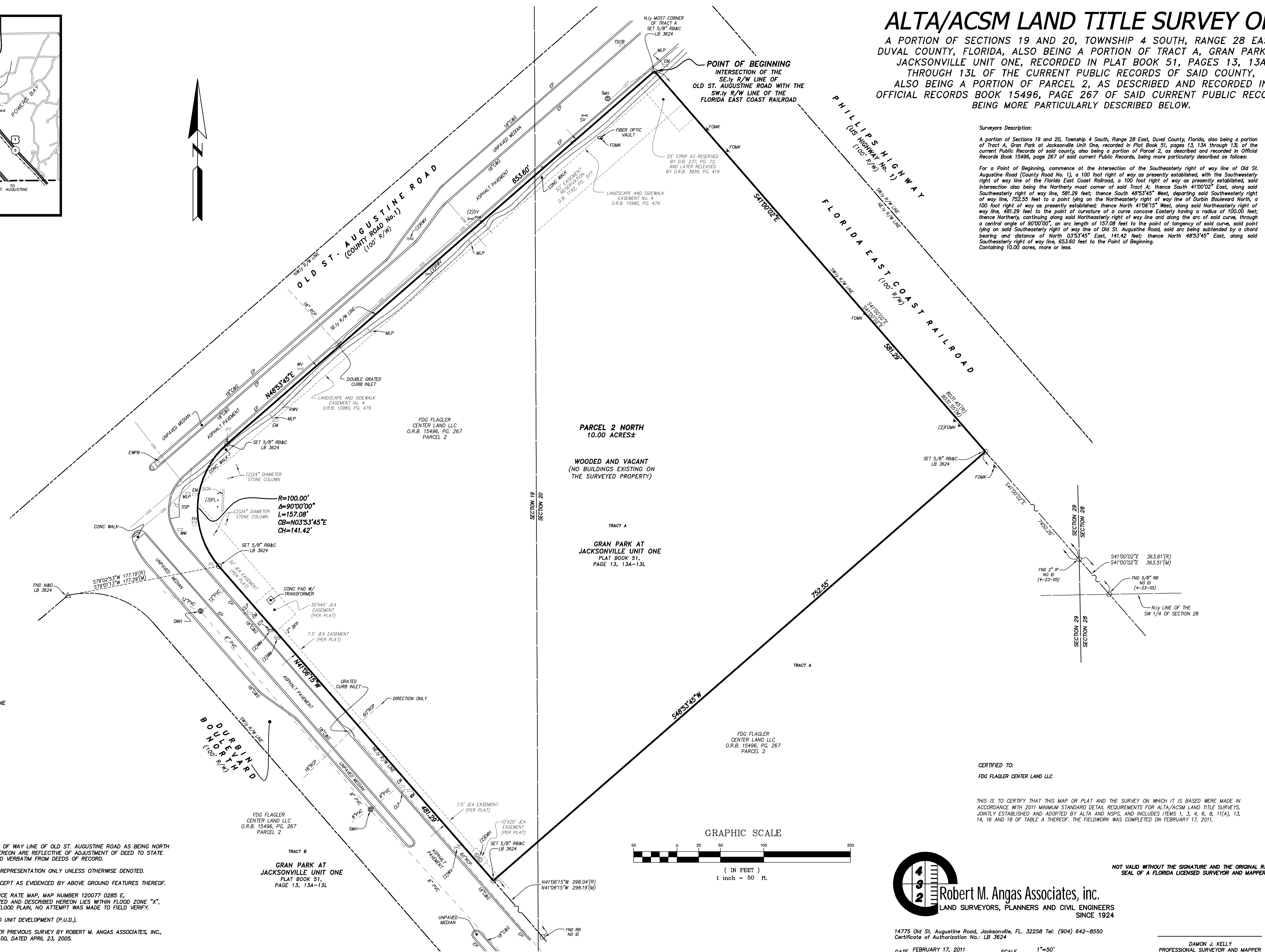
# ALTA/ACSM LAND TITLE SURVEY OF

A PORTION OF SECTIONS 19 AND 20, TOWNSHIP 4 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PORTION OF TRACT A, GRAN PARK AT JACKSONVILLE UNIT ONE, RECORDED IN PLAT BOOK 51, PAGES 13, 13A THROUGH 13L OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, ALSO BEING A PORTION OF PARCEL 2, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 15496, PAGE 267 OF SAID CURRENT PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED BELOW.

**Surveyors Description:**

A portion of Sections 19 and 20, Township 4 South, Range 28 East, Duval County, Florida, also being a portion of Tract A, Gran Park at Jacksonville Unit One, recorded in Plat Book 51, pages 13, 13A through 13L of the current Public Records of said county, also being a portion of Parcel 2, as described and recorded in Official Records Book 15496, page 267 of said current Public Records, being more particularly described as follows:

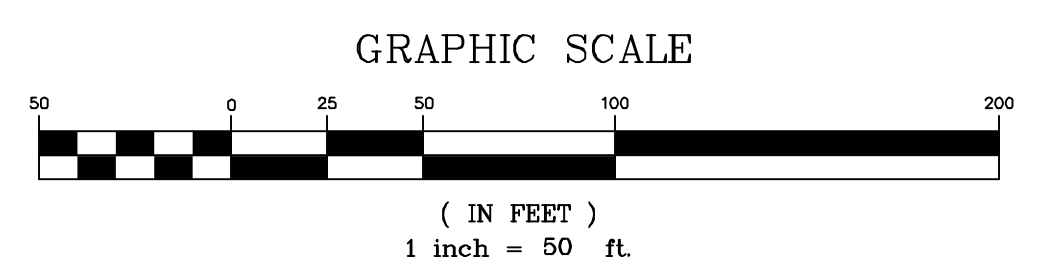
For a Point of Beginning, commence at the intersection of the Southeastery right of way line of Old St. Augustine Road (County Road No. 1), a 100 foot right of way as presently established, with the Southwestery right of way line of the Florida East Coast Railroad, a 100 foot right of way as presently established, said intersection also being the Northerly most corner of said Tract A; thence South 41°00'02" East, along said Southwestery right of way line, 581.29 feet; thence South 48°53'45" West, departing said Southwestery right of way line, 752.55 feet to a point lying on the Northeastery right of way line of Durbin Boulevard North, a 100 foot right of way as presently established; thence North 41°06'15" West, along said Northeastery right of way line, 481.29 feet to the point of curvature of a curve concave Easterly having a radius of 100.00 feet; thence Northerly, continuing along said Northeastery right of way line and along the arc of said curve, through a central angle of 90°00'00", an arc length of 157.08 feet to the point of tangency of said curve, said point lying on said Southeastery right of way line of Old St. Augustine Road, said arc being subtended by a chord bearing and distance of North 03°53'45" East, 141.42 feet; thence North 48°53'45" East, along said Southeastery right of way line, 653.60 feet to the Point of Beginning.



**LEGEND:**

- D.B. DEED BOOK
- O.R.B. OFFICIAL RECORDS BOOK
- P.C. PAGE
- (R) DATA OF RECORD
- (M) FIELD MEASURED DATA
- R/W RIGHT OF WAY
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- R RADIUS
- Δ CENTRAL ANGLE
- L ARC LENGTH
- CB CHORD BEARING
- CH CHORD DISTANCE
- ID IDENTIFICATION
- FND FOUND
- RB REBAR
- RB&C REBAR AND CAP
- N&D NAIL AND DISK
- EP EDGE OF PAVEMENT
- BC BACK OF CURB
- C&G CONCRETE CURB AND GUTTER
- CONC CONCRETE
- S&P TRAFFIC SIGNAL SPAN POLE
- EMH ELECTRIC MAN HOLE
- EM ELECTRIC METER
- EWPB ELECTRIC WIRE PULL BOX
- CLP CONCRETE LIGHT POLE
- MLP METAL LIGHT POLE
- FL FLOOD LIGHT
- SMH SANITARY MANHOLE
- UGS- UNDERGROUND SANITARY SEWER LINE
- SV SANITARY SEWER VALVE
- FOMK FIBER OPTIC LINE MARKER
- TMH TELEPHONE MANHOLE
- UGT- UNDERGROUND TELEPHONE LINE
- WV WATER VALVE
- RWV RECLAIMED WATER VALVE
- WM WATER METER
- BFP BACKFLOW PREVENTER
- UGW- UNDERGROUND WATER LINE
- ICV IRRIGATION CONTROL VALVE
- FH FIRE HYDRANT
- UGG- UNDERGROUND GAS LINE
- PVC POLYVINYL CHLORIDE PIPE
- RCP REINFORCED CONCRETE PIPE
- IS INFORMATION SIGN
- (UNLESS OTHERWISE LABELED)

- NOTES:**
- BEARINGS BASED ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF OLD ST. AUGUSTINE ROAD AS BEING NORTH 48°53'45" EAST. RECORD BEARINGS DEPICTED HEREON ARE REFLECTIVE OF ADJUSTMENT OF DEED TO STATE PLANE COORDINATES AND ARE NOT TRANSCRIBED VERBATIM FROM DEEDS OF RECORD.
  - SECTION LINES DEPICTED HEREON ARE GRAPHIC REPRESENTATION ONLY UNLESS OTHERWISE DENOTED.
  - UNDERGROUND IMPROVEMENTS NOT LOCATED, EXCEPT AS EVIDENCED BY ABOVE GROUND FEATURES THEREOF.
  - EXAMINATION OF DUVAL COUNTY FLOOD INSURANCE RATE MAP, MAP NUMBER 120077 0285 E, DATED AUGUST 15, 1989, THE PROPERTY DEPICTED AND DESCRIBED HEREON LIES WITHIN FLOOD ZONE "X", AN AREA DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAIN, NO ATTEMPT WAS MADE TO FIELD VERIFY.
  - ZONING FOR THE DESCRIBED PROPERTY IS PLANNED UNIT DEVELOPMENT (P.U.D.).
  - SOME BOUNDARY INFORMATION DEPICTED HEREON PER PREVIOUS SURVEY BY ROBERT M. ANGAS ASSOCIATES, INC., FILE NO. 1170-17(BND), WORK ORDER NO. 04-202.00, DATED APRIL 23, 2005.



CERTIFIED TO:  
FDG FLAGLER CENTER LAND LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 6, 8, 11(A), 13, 14, 16 AND 18 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON FEBRUARY 17, 2011.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**Robert M. Angas Associates, inc.**  
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS  
SINCE 1924

14775 Old St. Augustine Road, Jacksonville, FL. 32258 Tel: (904) 642-8550  
Certificate of Authorization No.: LB 3624

DATE FEBRUARY 17, 2011 SCALE 1"=50'

DAMON J. KELLY  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 6284



## CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE (this "Contract") is made and entered into as of the Effective Date (as defined below) by and among FLAGLER DEVELOPMENT COMPANY, LLC, a Florida limited liability company (the "Developer"), FDG FLAGLER CENTER LAND LLC, a Delaware limited liability company ("Seller"), and FLORIDA STATE COLLEGE AT JACKSONVILLE, a political subdivision of the State of Florida ("Buyer"). Subject to the terms and conditions of this Contract, and in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Seller and Buyer agree as follows:

1. **Sale of Property.** Subject to the provisions of this Contract, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, Seller's fee simple title to approximately ten (10) acres of land located in Duval County, Florida, as more particularly described and depicted on Exhibit "A" attached hereto, together with all appurtenances, rights, privileges and easements benefitting, belonging or pertaining thereto, and together with the Development Rights as defined below (collectively, the "Property").

2. **Purchase Price.** Subject to adjustments, credits, and prorations as set forth below, the "Purchase Price" for the Property shall be Eight and 40/100 Dollars (\$8.40) per square foot of the Property, which is estimated to be Three Million Six Hundred Fifty Nine Thousand Forty and No/100 Dollars (\$3,659,040.00) for ten (10) acres.

3. **Method of Payment.** The Purchase Price for the Property shall be payable as follows:

(a) An earnest money deposit in the amount of \$150,000.00 (the "Deposit") to be placed in escrow with Commonwealth Land Title Insurance Company (the "Escrow Agent"), within five (5) business days of the Effective Date of this Contract. The Deposit shall be held and disbursed by Escrow Agent pursuant to the terms hereof. The Deposit shall be paid to Seller and credited to Buyer against the Purchase Price at Closing. After the expiration of the Inspection Period, the Deposit shall be non-refundable except as otherwise set forth in this Contract; and

(b) The remainder shall be paid to the Seller by the Buyer by immediately available funds at Closing. Payment shall be deemed to have been made when good funds have been received by the closing agent from the Buyer.

4. **Title Insurance.** Within 15 days after the Effective Date of this Contract, Seller shall obtain and deliver to Buyer a title commitment (the "Title Commitment") for an owner's title insurance policy (ALTA Form adopted 2006, with Florida modifications) issued by Chicago Title

12. **Development Rights; Declaration of Restrictive Covenants.** The parties acknowledge that the Property is located within a mixed use development known as Flagler Center ("Flagler Center") and is subject to the Flagler Center (f/k/a Gran Park at Jacksonville) Development of Regional Impact Development Order pursuant to Resolution 89-821-339 approved by the City of Jacksonville, Florida, as the same has been amended or may be amended as set forth in the Assignment (defined below) (the "DRI"). Developer is the "Developer" under and pursuant to the DRI. In order to accommodate Buyer's proposed improvements to the Property, Developer shall allocate a portion of the development rights under the DRI to the Property, and shall assign such rights to Buyer in connection with the conveyance of, and as an appurtenance to, the Property. Accordingly, at Closing, Developer shall execute and deliver to Buyer the Assignment of Development Rights attached hereto as Exhibit "B" (the "Assignment").

Buyer further acknowledges that Developer has established restrictive covenants affecting Flagler Center, including the Property, as evidenced by that certain Declaration of Covenants and Restrictions for Flagler Center recorded in Official Records Book 10762, page 876, together with Supplemental Declaration of Covenants and Restrictions for Flagler Center recorded in Official Records Book 10927, page 1477, Amendment to Declaration of Covenants and Restrictions for Flagler Center recorded in Official Records Book 12483, page 580, and Declaration of Easements and Restrictive Covenants recorded in Official Records Book 10961, page 1103, all in the public records of Duval County, Florida (collectively the "Declaration"). The Declaration establishes, among other things, architectural and use restrictions affecting Flagler Center (including the Property), and Development Guidelines ("Development Guidelines") governing proposed improvements to be constructed within Flagler Center. All improvements to be constructed on the Property are subject to approval by the Design Review Committee (as defined in the Declaration) under such Development Guidelines and the Declaration. The Declaration also provides for the creation of a master property owners' association (the "Association") comprised of all owners of property within Flagler Center and for assessments of each owner of property within Flagler Center for such owner's pro rata share of the common expenses of the Association, which may include, without limitation, roadway and landscape maintenance, repair and replacement, security, lighting, signage, ad valorem taxes, insurance, and other similar common area expenses. Payment of assessments is secured by a lien ~~on each owner's parcel, which lien may be foreclosed upon in the manner of a construction lien~~ in the event of nonpayment of assessments.

In connection with the foregoing, Seller and Developer covenant as follows:

(i) Seller and Developer, for themselves and on behalf of the Design Review Committee, will permit Buyer under the Development Guidelines to construct up to eight (8) parking spaces per 1,000 gross square feet of building area on the Property. The Developer, for itself and on behalf of the Design Review Committee, agrees that Buyer's use of the Property will be interpreted, construed and treated as "office" use for purposes of the Development Guidelines.

(ii) Seller and Developer will obtain and provide for Buyer a waiver of any and all review fees contemplated by the Development Guidelines or the Declaration with respect to the construction of Buyer's initial proposed improvements on the Property. Seller and Developer acknowledge that the Buyer's planning, design and construction is governed by state requirements governing educational facilities. In that regard, the Seller and Developer, for themselves and on behalf of the Design Review Committee and the Association, and Buyer, agree to cooperate and act reasonably and in good faith with respect to the review and approval of Buyer's plans and specifications for proposed improvements to the Property, which approval will not be unreasonably withheld. Seller and Developer, for themselves and on behalf of the Design Review Committee, acknowledge and agree that the fifteen foot easement to the City of Jacksonville for sidewalk and landscaping as the same has been or may be amended and modified; satisfies Section 3.4 of the Development Guidelines as to side buffer located along Old St. Augustine Road regardless of compliance with the agreement(s) evidencing such easement or compliance with any covenants, restrictions, requirements or obligations pertaining to such easement area. Seller and Developer, for themselves and on behalf of the Design Review Committee and the Association agree to look to the City of Jacksonville for compliance with maintenance and other covenants, restrictions, requirements or obligations pertaining to such easement area and release Buyer from any such obligation therefor.

(iii) The general assessments affecting the Property imposed by the Declaration are currently estimated to be \$1,600 per acre (i.e. \$16,000 for the Property). For a period of three (3) years from and after the Closing Date, Developer will obtain a waiver of all assessments, general and special, affecting the Property imposed by the Declaration. Additionally, Developer will obtain for the Buyer a cap on the amount of special assessments that may be imposed on the Property under the Declaration, in the initial amount of \$5,000 per year for the first year following the Closing Date, and escalating annually by the percentage increase in the Consumer Price Index (All Urban Consumers-All Items) (1982-84 equals 100).

(iv) Seller and Developer will assist and cooperate with Buyer, and subject to Seller's and Developer's written approval to the terms and conditions thereof (which approval shall not be unreasonably withheld, conditioned or delayed), upon Buyer's request, prior to and following Closing: (i) in obtaining a Notice of Proposed Change ("NOPC") to the DRI, with approval by City Council and any other authorities having approval rights, adding Buyer's proposed use as an educational institution (School) to the approved DRI uses allowed within Flagler Center, but in no event shall such NOPC reduce the Office development rights of the DRI by more than 100,000 square feet or reduce any other development rights or otherwise adversely affect any other property subject to the DRI, and/or (ii) in obtaining a determination from the City, and if Buyer determines it is necessary, from the State of Florida, Department of Community Affairs and the Northeast Florida Regional Council, that Buyer's proposed education institution (School) use is deemed an approved "Office" use without the need for an NOPC. Any filing fees shall be the responsibility of Buyer, each party shall be responsible for its own attorneys' and consultants' fees and otherwise the parties shall each bear their own respective costs.

(v) Seller and Developer will assist and cooperate with Buyer, subject to Seller's and Developer's written approval to the terms and conditions thereof (which approval shall not be unreasonably withheld, conditioned or delayed), upon Buyer's request, prior to and following Closing (i) in obtaining the approval by the City of a zoning exception or other applicable zoning modification for Buyer's proposed use as an educational institution (School), and/or (ii) in obtaining an official, binding determination from the City that Buyer's proposed use constitutes a permitted use under the zoning (i.e. PUD) for the Property. The parties shall each bear their own respective costs, including but not limited to attorneys' and consultants' fees.

The covenants of Seller, Developer and Buyer in subparagraphs (i) – (v) above shall survive Closing for a period of five (5) years from and after Closing; provided, however, such covenants of Seller and Developer are personal to, and for the sole benefit of, Buyer, and may not be assigned or transferred by Buyer in any manner (except for an assignment by Buyer to F.S.C. Foundation, Inc. pursuant to Section 25(b) hereof) and shall terminate and be of no further force or effect upon any other assignment of this Contract or conveyance of Buyer's interest in the Property.

**13. Access to the Property Prior to Closing.** From and after the Effective Date of this Contract and at all times prior to Closing, Buyer or its representatives, may enter upon, inspect, investigate or invite any local, state or federal agency onto the Property for purposes of inspecting the Property and of conducting tests and assessments, including but not limited to soil tests and borings, environmental audits, assessments and studies, test hole drilling, surveying, wetlands review, determination of availability of permits, DRI review, concurrency review, status of zoning, review of development documents and of covenants, conditions and restrictions and inspections for purposes of obtaining permits, applications, jurisdictional determinations and other matters necessary for the issuance of all necessary permits, authorizations and approvals. From and after the Effective Date of this Contract, Buyer may, at Buyer's expense, (i) apply for the NOPC, and for a zoning exception or variance for the Property, (ii) apply for any order, permit, interpretation, authorization or approval from the Florida Department of Environmental Protection, the St. Johns River Water Management District and the United States Army Corps of Engineers, or, with Seller's prior written approval (which approval shall not be unreasonably withheld, conditioned or delayed), any other local, state or federal governmental agency Buyer deems necessary or advisable, (iii) invite any representative of the Florida Department of Environmental Protection, the St. Johns River Water Management District and the United States Army Corps of Engineers and, subject to Seller's prior written approval (which approval shall not be unreasonably withheld, conditioned or delayed), any other representative of any governmental or regulatory authority onto the Property for any purpose and (iv) subject to Seller's prior written approval (which approval shall not be unreasonably withheld, conditioned or delayed), make application for such other permits, authorizations and approvals, as Buyer determines necessary, provided however, Seller's approval is not required for permits, authorizations or approvals that will not take effect or bind the Property until after Closing. All inspections and examinations shall be undertaken at Buyer's expense. Buyer will coordinate all on-site inspections with Seller. After completing any inspections, Buyer shall restore and repair any damage to the Property caused by Buyer's inspections. Buyer shall be responsible for any damage to the Property or other damages or injuries to person or property

(e) Copies of all records and information dealing with jurisdictional wetlands, soil and subsurface conditions of the Property, including, but not limited to, environmental audits, soil reports and contamination assessment reports;

(f) A copy of the DRI Development Order and all modifications thereof, and a copy of the PUD zoning ordinance, and all modifications thereof, with respect to the Property;

(g) Names and addresses of all consultants who have been retained by Seller from time to time to provide technical, planning, zoning or development services relating to the Property; and

(h) Copies of any contracts or agreements made by Seller relating to the Property that will survive Closing.

Buyer shall not be entitled to rely on the foregoing materials as a substitute for Buyer's own due diligence investigations, and Seller and Developer shall not have any liability for the accuracy or completeness of any such materials, except as provided in Section 9(q) hereof.

**15. Cooperation by Seller and Developer.** Subject to the terms and conditions of this Contract, Seller and Developer covenant and agree to cooperate with Buyer, in obtaining any authorizations, permits, approvals, consents, applications, petitions, certificates and other instruments as Buyer may determine necessary, provided that the same shall not in any way reduce the Office development rights of the DRI by more than 100,000 square feet or reduce any other development rights. In the event any such item, or power of attorney, determined necessary by Buyer, must be executed by Seller and/or Developer, Seller and/or Developer, as applicable, agree(s) to promptly execute the same upon receipt from Buyer and all further instruments of assignment necessary to assign to Buyer, such authorizations, permits, approvals, consents or applications, petitions, certificates and other instruments that Buyer determines necessary for the Property, so long as neither Seller nor Developer are subjected to any binding obligation or liability as a result thereof. Seller and Developer further covenant and agree to fully cooperate with Buyer's efforts to examine the Property and conduct such feasibility and physical examinations as Buyer deems necessary. Seller and Developer also agree to make available to Buyer for examination, all books and records and any other documents and information that Buyer may reasonably request with respect to the Property. The covenants of Seller and Developer of this Section shall survive Closing for a period of five (5) years from and after Closing. The parties shall each bear their own respective costs, including but not limited to attorneys' and consultants' fees.

**16. Real Estate Commission.**

(a) **Buyer's Representations.** Buyer represents and warrants to Seller that Buyer has not engaged or dealt with any agent, broker or finder with regard to this Contract or to the sale and purchase of the Property contemplated hereby. Buyer hereby agrees to



Seller shall give Buyer a credit at Closing for Seller's proportionate share of the estimated taxes for the year of Closing. The parties agree to a re-proration and adjustment of the real estate taxes when the actual tax bill for the year of closing is received. If the real estate tax assessment increases during the period of this Contract or if the applicable taxing authority has announced its proposed millage rate for the current year, the tax proration shall be based upon the increased assessment and proposed millage rate. Seller will, at its expense, obtain the cut-out of the Property from the larger parcel of which it is a part, for tax and assessment purposes and obtain a separate tax parcel identification number for the Property on or before Closing, or if not permitted by the taxing authority prior to Closing, as soon as possible thereafter. Purchaser agrees to cooperate with Seller in obtaining such cut-out and separate tax identification number for the Property including providing the Survey to Seller. If the cut-out is not obtained by Closing, the taxes shall be prorated on the basis of acreage (and improvements on such acreage, if any) as well as time. If at the time of Closing, property taxes are due and payable for the year of Closing (i.e. after November 1<sup>st</sup>) Seller shall pay the taxes due and payable for the year of Closing on the Property if the cut-out has been obtained or the entire larger parcel of which the Property is a part if the cut-out has not been obtained, when the same become due and in any event prior to Closing. Buyer is exempt from real estate taxes and assessments.

19. Access; Easements.

(a) Access. At Closing, Seller shall reserve a perpetual non-exclusive reciprocal ingress, egress and access easement for purposes of vehicular access to and from the remainder of Tract A, to Flagler Center Boulevard, over and across the portion of the Property more particularly described and/or depicted on Exhibit "C" attached hereto and by this reference made a part hereof, which easement shall be in form and content reasonably acceptable to Buyer and Seller. Prior to the expiration of the Inspection Period, Seller and Buyer shall negotiate in good faith the terms of an easement agreement to evidence such access easement (the "Access Easement"). Developer, for itself and on behalf of the Design Review Committee, agrees that notwithstanding any provision of the Development Guidelines to the contrary, including but not limited to Section 3.9 requiring the location of entry drives a distance of not less than 250' from the nearest intersection or entrance into a neighboring parcel, that Buyer shall have available the entry drive located at the existing median cut at the southwest corner of the Property. Seller and Developer agree that they will (i) cooperate with Buyer in Buyer's efforts to obtain a permit from the City of Jacksonville for right-in, right-out access to and from the Property onto Old St. Augustine Road in a mutually agreeable location and (ii) take no action to limit, diminish or modify the two directional, full vehicular access to and from the Property at the existing median cut onto Flagler Center Boulevard and will cooperate with Buyer in Buyer's efforts to retain availability to the same; and

(b) **Temporary Signage Easement.** At or prior to Closing, Seller shall reserve in favor of the Association a temporary non-exclusive easement, over and across the portion of the Property more particularly described and/or depicted on Exhibit "D" attached hereto and by this reference made a part hereof, for the purpose of maintaining, repairing and/or replacing the Flagler Center sign located thereon. The temporary easement will automatically expire thirty (30) days after the date of delivery of written notice to Seller of Buyer's intention to commence construction activities at the Property. Seller shall have no obligation to remove the sign and if the sign is not removed by Seller prior to the expiration of the temporary sign easement, such sign will become the property of Buyer without the necessity for any further document or action; provided, however, that Buyer shall not modify or remove the sign prior to Buyer's commencement of construction at the Property (provided further that site-clearing of the Property shall constitute commencement of construction for purposes hereof). The parties shall not place the temporary easement agreement or any memorandum or notice of the temporary easement agreement of record.

**20. Default.**

(a) **Buyer's Default.** If the sale contemplated by this Contract is not consummated through default of Buyer (Seller hereby waiving and releasing any rights to sue Buyer for specific performance or to prove that Seller's actual damages exceed the earnest monies deposited), Seller's sole and exclusive remedy shall be to receive and retain the Deposit, as agreed upon full liquidated damages for such default by Buyer, this Contract shall terminate, and the parties hereunder shall have no further rights or liabilities under this Contract.

(b) **Seller's Default.** If the sale contemplated by this Contract is not consummated through default of Seller, Buyer may elect to (i) terminate this Contract and demand and receive a refund of the Deposit and to recover all damages caused by Seller's default together with costs and attorneys' fees, including but not limited to all expenses incurred by Buyer in negotiating this Contract and performing its inspection of the Property (but in no event to exceed the aggregate sum of \$150,000.00); or (ii) institute an action for specific performance of Seller's obligations under this Contract.

**21. Offer and Acceptance Date.** This instrument shall be regarded as an offer by Buyer to Seller and is open for acceptance by Seller until May \_\_, 2011, after which date and time this Contract if unaccepted, shall be null and void and of no force and effect.

**22. Condemnation.** In the event eminent domain or condemnation proceedings are initiated or threatened prior to Closing to acquire all of any part of the Property, or if Seller receives any notice or has knowledge that any such taking is threatened or contemplated by any governmental agency or entity or any other entity having the power of eminent domain, then Seller shall promptly give notice thereof to Buyer in writing. If the taking does not occur before Closing, Buyer shall have the following options: (a) terminate this Contract and receive a refund of all Deposits paid hereunder, with neither party thereafter having any further obligations to the other, or

If to Buyer: Florida State College at Jacksonville  
Attn: Steven P. Bowers, VP of Administrative Services  
501 West State Street  
Jacksonville, FL 32202

With a copy to: Florida State College at Jacksonville  
Office of General Counsel  
501 West State Street  
Jacksonville, FL 32202  
Attn: Jeanne M. Miller, Esq.

And with a copy to: Smith Hulsey & Busey  
225 Water Street, Suite 1800  
Jacksonville, FL 32202  
Attn: Lauren Parsons Langham, Esq

If to Escrow Agent: Commonwealth Land Title Insurance Company  
Florida Commercial Title Services Department  
2400 Maitland Center Parkway, Suite 200  
Maitland, FL 32751  
Attn: Juanita Schuster

The parties have the right from time to time to change their respective addresses by giving at least five days written notice to the other party.

**(b) Assignment.** Other than the assignment from Buyer to F.S.C. Foundation, Inc., Buyer may not assign its interest in this Contract without the prior written consent of Seller, which consent may be granted or withheld in Seller's sole and absolute discretion.

**(c) Successors and Assigns.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**(d) Amendments and Termination.** This Contract may be amended or modified only by a written instrument executed by Seller and Buyer, acting by their respective duly authorized agents or representatives.


**(e) Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the dates written below their respective names.

"BUYER"

FLORIDA STATE COLLEGE AT JACKSONVILLE, a political subdivision of the State of Florida

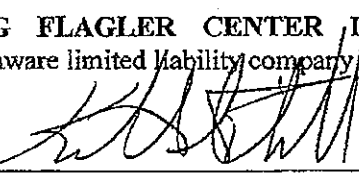
Date: 5/24/11

By:   
Name: Steven P. Bowers  
Its Vice President, Administrative Services

"SELLER"

FDG FLAGLER CENTER LAND LLC, a Delaware limited liability company

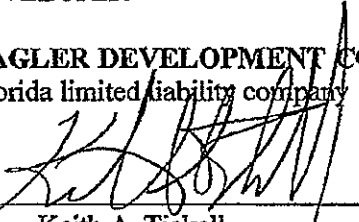
Date: 5/27/11

By:   
Keith A. Tickell  
Its Vice President

"DEVELOPER"

FLAGLER DEVELOPMENT COMPANY, LLC, a Florida limited liability company

Date: 5/27/11

By:   
Keith A. Tickell  
Its Vice President

**EXHIBIT "A"**

A portion of Section 19 and 20, Township 4 South, Range 28 East, Duval County, Florida, also Being a portion of Tract A, Gran Park at Jacksonville Unit One, Recorded in Plat Book 51, pages 13, 13A through 13L of the current Public Records Of Said County, also being a portion of Parcel 2; described and recorded in Official Records Book 15496, page 267 of said current Public Records, being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the Southeasterly right of way line of Old St. Augustine Road (County Road No. 1), a 100 foot right of way as presently established, with the Southwesterly right of way line of the Florida East Coast Railroad, a 100 foot right of way as presently established, said intersection also being the Northerly most corner of said Tract A; thence South  $41^{\circ}00'02''$  East, along said Southwesterly right of way line, 581.29 feet; thence South  $48^{\circ}53'45''$  West, Departing said Southwesterly right of way line, 752.55 feet to a point lying on the Northeasterly right of way line of Durbin Boulevard North, a 100 foot right of way as presently established; thence North  $41^{\circ}06'15''$  West, along said Northeasterly right of way line, 481.29 feet to the Point of curvature of a curve concave Easterly having a radius of 100.00 feet; thence Northerly, continuing along said Northeasterly right of way line and along the arc of said curve, through a central angle of  $90^{\circ}00'00''$ , an arc length of 157.08 feet to the point of tangency of said curve, said point lying on said Southeasterly right of way line of Old St. Augustine Road, said arc being subtended by a chord bearing and distance of North  $03^{\circ}53'45''$  East, 141.42 feet, thence North  $48^{\circ}53'45''$  East, along said Southeasterly right of way line, 653.60 feet to the point of Beginning.

**EXHIBIT "B"**

(Assignment of Development Rights – Form)

THIS INSTRUMENT PREPARED BY  
AND RECORD AND RETURN TO:

E. Owen McCuller, Jr., Esq.  
Smith Hulse & Busey  
225 Water Street, Suite 1800  
Jacksonville, Florida 32202

**ASSIGNMENT OF DEVELOPMENT RIGHTS**

**THIS ASSIGNMENT OF DEVELOPMENT RIGHTS** (this "Assignment") is made this \_\_\_\_ day of \_\_\_\_\_, 2011, between **FLAGLER DEVELOPMENT COMPANY, LLC**, a Florida limited liability company, f/k/a Flagler Development Company, a Florida corporation ("Assignor"), whose address is 4601 Touchton Road East, Building 300, Suite 3200, Jacksonville, Florida 32246, and **FLORIDA STATE COLLEGE AT JACKSONVILLE**, a political subdivision of the State of Florida ("Assignee"), whose address is 501 West State Street, Suite 403D, Jacksonville, Florida 32202.

**BACKGROUND FACTS**

Assignor's affiliate, FDG Flagler Center Land LLC ("FDG Flagler") conveyed to Assignee the property in Duval County, Florida, described on Exhibit "A" attached hereto (the "Property") by a Special Warranty Deed executed and delivered contemporaneously with this Assignment. The Property is a portion of Assignor's development known as Flagler Center ("Flagler Center") and is subject to the Flagler Center (f/k/a Gran Park of Jacksonville) Development of Regional Impact Development Order, Resolution 89-821-339, approved by the City of Jacksonville, Florida ("City"), as the same has been amended (the "DRI"). Assignor is the "Developer" under the DRI, having all rights, title and interest to assign and convey development rights thereunder. Assignee intends to improve and use the Property as an educational institution/school and/or offices, having no more than 100,000 square feet of building area, and having classroom seating capacity for no more than 535 students (the "Intended Use"). To accommodate Assignee's Intended Use, Assignor desires to allocate a portion of the development rights under the DRI to the Property and to assign such rights to Assignee in connection with the conveyance of, and as an appurtenance to, the Property.

## AGREEMENT

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Background Facts.** The Background Facts as set forth above are true and correct.
2. **Assignment.** From the development rights accorded to Flagler Center and Assignor, under the DRI, Assignor hereby allocates to the Property and assigns to Assignee, and its successors and assigns, as owner of the Property, the rights under the DRI to construct improvements for no more than 100,000 square feet in the "Office" category of development (the "Development Rights"). The Development Rights are subject to the applicable terms, conditions and requirements of the DRI, and the Planned Unit Development zoning approved under Ordinance No. 89-575-441, as amended (the "PUD"), and to any limitations on the manner of use as may be applicable under covenants, conditions and restrictions of record applicable to the Property, and the City of Jacksonville Ordinance Code (including applicable zoning provisions). The Property will not be used other than for the Intended Use and such other ancillary uses as permitted by the DRI, the PUD and other applicable governmental regulations, subject to applicable covenants, conditions and restrictions of record. Developer shall at all times reserve sufficient Development Rights under the DRI for development of the Intended Use for the benefit of Assignee, its successors and assigns.
3. **Future Modification of Development Rights.** For a period of up to five (5) years after the date hereof, Assignor will assist and cooperate with Assignee, at Assignee's request, in obtaining a Notice of Proposed Change ("NOPC") to the DRI, if such NOPC is required by governmental authorities, with approval by the City of Jacksonville City Council and any other authorities having approval rights, adding the "Schools" development category to the approved DRI uses allowed for the Property within the DRI, with a maximum allowed number of full-time equivalent students corresponding with 100,000 square feet of Office use, and providing for conversions between such uses, as approved by the City. In no event shall such NOPC reduce the Office development rights of the DRI by more than the 100,000 square feet originally allocated hereunder or reduce any other development rights or otherwise adversely affect any other property subject to the DRI. Any NOPC filing fees, shall, at Assignor's option, be paid by Assignee to Assignor in advance in such amounts as reasonably estimated by Assignor, or paid by Assignee to Assignor within thirty (30) days of Assignee's receipt of an invoice. In the event such NOPC is approved, then Assignor and Assignee shall enter into an amendment to this Assignment to change the Development Rights for the Property to add School development rights allowing classroom seating capacity for no more than 535 students and allowing conversions between the Office and School uses.
4. **Information on Development Rights.** Assignor and Assignee agree to cooperate fully with one another at all times by providing such information, documents and assistance as Assignee or Assignor may reasonably request concerning the Development Rights and future modifications which are contemplated by this Assignment.

5. **All Other Development Rights Reserved.** Assignor and Assignee specifically understand and agree that no other development rights have been or are hereby allocated and assigned to the Property, and that all development rights not specifically allocated and assigned to the Property in Section 2 of this Assignment are specifically reserved by Assignor for the benefit of other lands under the DRI, subject to Section 3 above. Without limitation of the foregoing, Assignee may not exercise any conversions under the DRI, except for conversions between the "Office" and "School" development categories, as provided for above in connection with the NOPC.

6. **Restriction on Subsequent Assignments.** Assignee will not assign any of the Development Rights to any party, other than a successor in title to all or part of the Property or as collateral for a loan secured by the Property, without the prior written consent of Assignor, which consent may be granted or withheld in Assignor's sole and absolute discretion. Any assignment made in violation of this provision will be void.

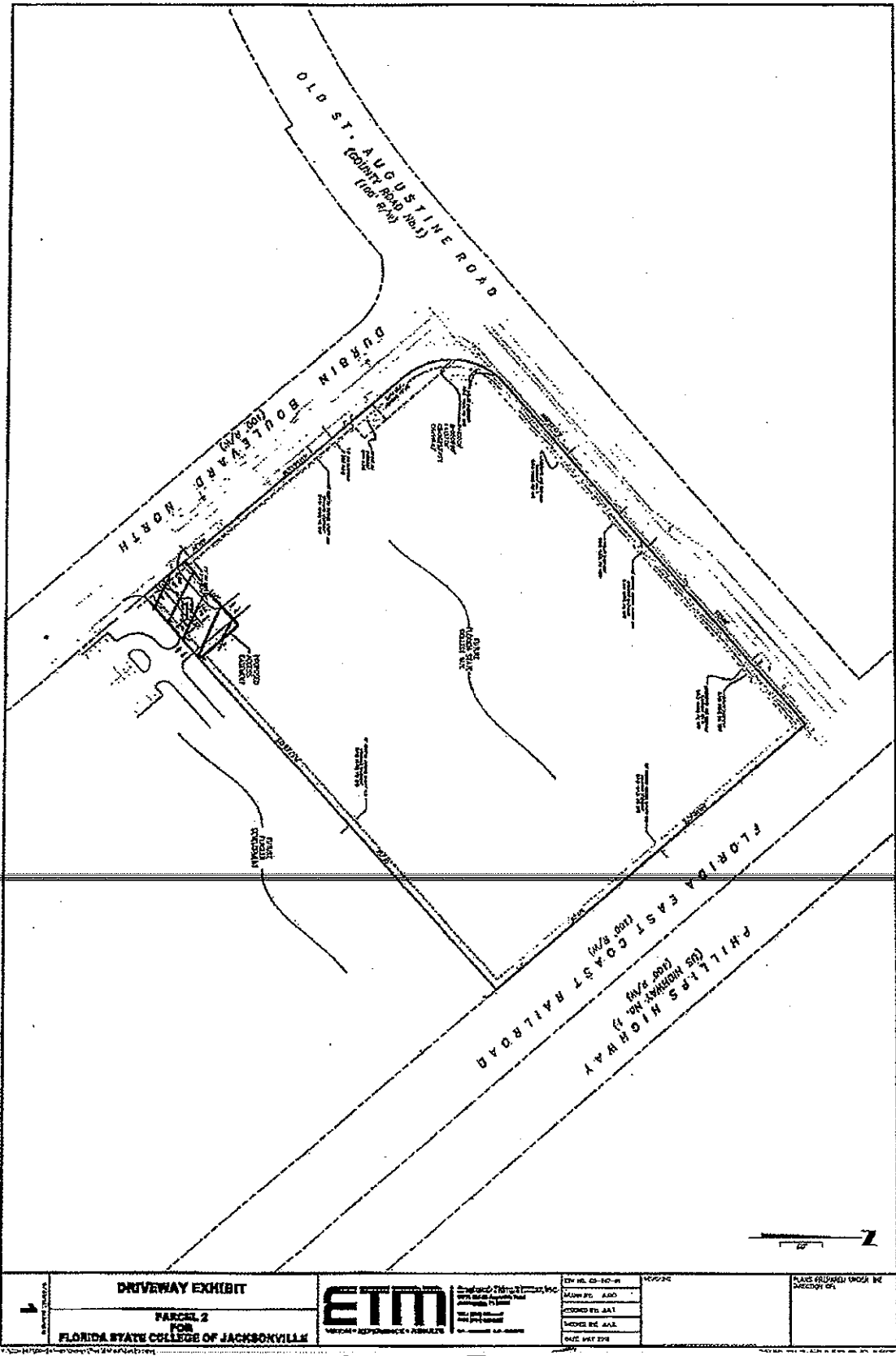
7. **Modification of Development Order.** Assignor will not modify the Development Order in any way that would adversely affect the currently allowed uses on, or conditions of use of, the Property without prior written approval of Assignee.

8. **Extension of Development Order.** Assignor will use commercially reasonable efforts to substantially comply with the requirements of the Development Order that are applicable solely to Assignor, and, as reasonably necessary, obtain maximum extensions of the DRI Development Order expiration date.

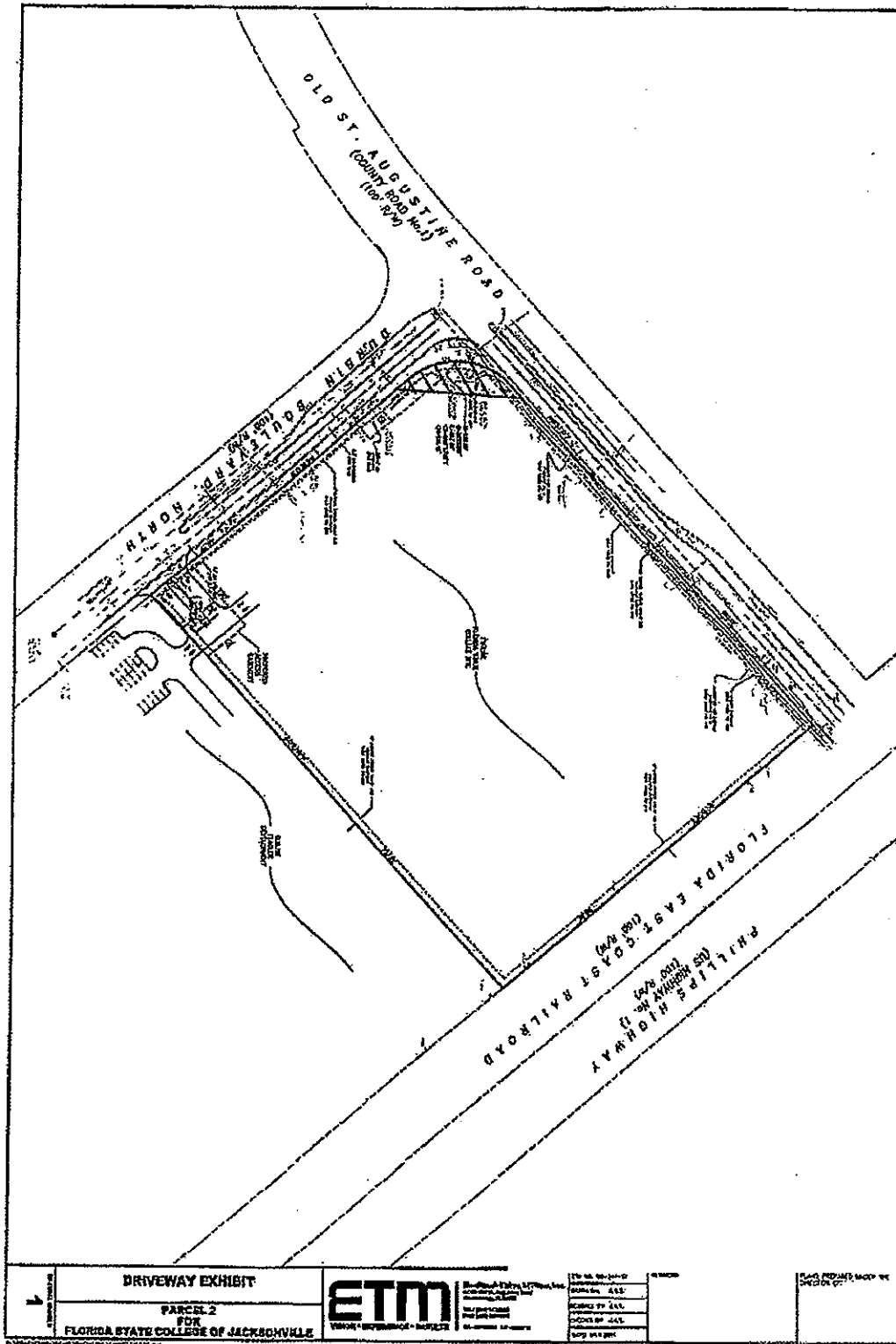
9. **Successors and Assigns.** This Assignment will be binding on, and will inure to the benefit of, Assignor and Assignee and their respective successors and assigns and successors in title to the Property. The assignment of the Development Rights hereunder and all other provisions of this Assignment will constitute a covenant running with the land.

10. **Counterparts.** This Assignment may be executed in multiple counterparts which when signed by all parties, will constitute a binding agreement.





Access Easement



Signage Easement

Doc # 20111841 OR BK 15692 Page 1991,  
Number Pages: 10  
Recorded 08/23/2011 at 02:22 PM,  
JIM FULLER CLERK CIRCUIT COURT DUVAL  
COUNTY  
RECORDING \$86.50  
DEED DOC ST \$0.70

Prepared by and after  
recording return to:

E. Owen McCuller, Jr., Esq.  
Smith Hulsey & Buscy  
Post Office Box 53315  
Jacksonville, Florida 32202

After Recording Return to:  
Lawyers Title/Commonwealth Title  
2400 Maitland Center Parkway, Suite 210  
Maitland, FL 32751  
Attention: Juanita M. Schuster  
File No. ORL 10-000343

**ACCESS EASEMENT AGREEMENT**

**THIS ACCESS EASEMENT AGREEMENT** (this "Agreement") is made as of the 19th day of AUGUST, 2011 by and between **FDG FLAGLER CENTER LAND LLC**, a Delaware limited liability company ("Flagler"), whose address for notices is 4601 Touchton Road East, Building 300, Suite 3200, Jacksonville, FL 32246, and **FLORIDA STATE COLLEGE AT JACKSONVILLE**, a political subdivision of the State of Florida (the "College"), whose address for notices is 501 West State Street, Jacksonville, FL 32202.

**Recitals:**

- A. Flagler is the owner of certain real property located in Duval County, Florida, more particularly described in Exhibit "A" attached hereto (the "College Parcel").
- B. Flagler is the owner of certain real property also located in Duval County, Florida that is located adjacent to and south of the College Parcel and more particularly described in Exhibit "B" attached hereto (the "Flagler Parcel").
- C. Flagler, on even date herewith, is conveying the College Parcel to the College and desires to reserve a perpetual, non-exclusive easement for ingress, egress and access over and across a portion of the College Parcel more particularly described in Exhibit "C" attached hereto (the "Access Easement Parcel") for the benefit of the Flagler Parcel for such purposes and upon and subject to the terms and conditions described herein.

**NOW, THEREFORE**, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Flagler and the College hereby agree as follows:

- 1. Recitals. Each party hereto represents and warrants to the other that the foregoing recitals are true, accurate and correct in all material respects. The Recitals are incorporated into this Agreement by this reference.
- 2. Reservation of Easement. Flagler hereby reserves for itself and its successors and assigns, for the benefit of the Flagler Parcel, a perpetual, non-exclusive easement for vehicular access, ingress and egress to and from the Flagler Parcel to Flagler Center Boulevard (the "Driveway"), over and across the improved driveway located or to be located within the Access

Easement Parcel as generally shown on the map attached hereto as Exhibit "D", subject to and in accordance with the terms and conditions hereinafter provided. Flagler or such other successor owner(s) of the Flagler Parcel from time to time, is sometimes hereinafter referred to as the "Flagler Parcel Owner". The College or the successor owner(s) of the College Parcel from time to time, is sometimes hereinafter referred to as the "College Parcel Owner." The parties acknowledge and agree that the College Parcel Owner shall have the right to use and grant further easements on, over, across and under the Access Easement Parcel, but only to the extent that such use or further grants do not unreasonably interfere with the rights granted hereunder. The granting of the easement and rights herein is subject to all existing matters of record as of the date hereof. All signage of Flagler (and as applicable any subsequent Flagler Parcel Owner) shall be located on the Flagler Parcel and not within the Access Easement Parcel. In the event the Flagler Parcel obtains an alternate point of access to and from Flagler Center Boulevard or other public right of way, the easement reserved by this Agreement shall automatically expire. Without in any way limiting the foregoing, upon request of the College Parcel Owner, the Flagler Parcel Owner agrees to execute and deliver to the College Parcel Owner a recordable termination of this Agreement.

3. Construction / Maintenance of Driveway. The College Parcel Owner shall construct the Driveway and all related improvements, including but not limited to landscaping and irrigation, within the Access Easement Parcel, in a good and workmanlike manner and in compliance with all applicable laws, rules and regulations, and shall maintain all of the same in good order, condition and repair. The costs and expenses of construction, and ordinary maintenance and repair of the Driveway, including but not limited to landscaping and irrigation, shall be shared equally by the College Parcel Owner and Flagler Parcel Owner; provided, however, that the costs and expenses of construction shall not exceed the sum of \$50,000.00 without the prior written approval of the Flagler Parcel Owner. Each party shall be responsible for all costs and expenses of maintenance or repair of damages to the Driveway and improvements and other property within the Access Easement Parcel caused by the negligent or intentional act of its employees, representatives, agents, contractors, invitees or guests. Reimbursement of any incurred costs and expenses related to construction, maintenance and/or repair of the Driveway, as provided for herein, shall be due and payable to the College Parcel Owner by the Flagler Parcel Owner within thirty (30) days of the College Parcel Owner's delivery of a written invoice therefor to the Flagler Parcel Owner (together with such supporting documentation as may be reasonably requested by the Flagler Parcel Owner). In the event of the Flagler Parcel Owner's failure to pay invoiced costs and expenses within sixty (60) days following receipt of such invoice and supporting documentation, the College Parcel Owner, in addition to having all remedies available at law or in equity, shall have the right to impose and foreclose a lien on the Flagler Parcel, or any portions thereof, to collect such amounts owed; provided, however, that the lien provided for above shall be subordinate to the lien of any bona fide mortgage encumbering the Flagler Parcel that is perfected by recording prior to the recording of the claim of lien hereunder. Notwithstanding the foregoing to the contrary, if the College Parcel Owner has not commenced construction of the Driveway and related improvements prior to the date that the Flagler Parcel Owner obtains a building permit for the construction of vertical improvements on the Flagler Parcel, then the Flagler Parcel Owner, at its election, may construct the Driveway and all related improvements, including but not limited to landscaping and irrigation, within the Access Easement Parcel, in a good and workmanlike

manner and in compliance with all applicable laws, rules and regulations, and the Flagler Parcel Owner shall thereafter maintain all of the same in good order, condition and repair, until such time as the College Parcel Owner obtains a building permit for the construction of vertical improvements on the College Parcel at which time the College Parcel Owner shall assume responsibility for maintenance arising thereafter. In such event, the costs and expenses of construction of the Driveway, including but not limited to landscaping and irrigation, shall be shared equally by the College Parcel Owner and Flagler Parcel Owner; provided, however, that the costs and expenses of construction shall not exceed the sum of \$50,000.00 without the prior written approval of the College Parcel Owner.

4. Driveway Location. The final design, configuration and location of the Driveway (but not the Access Easement Parcel itself) by the College Parcel Owner (but not by the Flagler Parcel Owner, in the event the Flagler Parcel Owner exercises its right to construct the Driveway pursuant to Section 3 above) may deviate from the location shown on Exhibit "D." Any relocation of the Driveway will be in accordance with all applicable laws, rules and regulations and will not materially adversely affect the Flagler Parcel Owner's access to and from the Flagler Parcel.

5. No Third Party Beneficiaries. The easement herein reserved is only for the benefit of the Flagler Parcel and the owners thereof from time to time, and such easement is not intended for the use or benefit of, or to provide access to, any other real property or for the benefit of the public at large.

6. Right to Dedicate. The College Parcel Owner may dedicate or convey all or any portion of the Access Easement Parcel to a governmental authority, as may be required for the purpose of widening Flagler Center Boulevard, without the consent of or compensation owed to the Flagler Parcel Owner, provided that the access to the Flagler Parcel following such dedication or conveyance will be substantially similar to the access herein reserved. The dedication or conveyance of such right-of-way shall terminate this Agreement as to the portion of the Access Easement Parcel so dedicated.

7. Easement Perpetual in Nature. The easement herein granted shall run with title to the lands that are burdened and benefited by the same, and shall be perpetual in nature.

8. Severability. If any provision of this Agreement shall to any extent be found by a court of competent jurisdiction to be invalid or unenforceable, neither the remainder of this Agreement, nor the application of the provisions to other persons, entities or circumstances, shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law or equity.

9. Rules / Regulations. The College Parcel Owner, from time to time, may impose reasonable rules and regulations for the use of the Driveway and Access Easement Parcel, which shall be binding upon the Flagler Parcel Owner, the College Parcel Owner, and their respective employees, representatives, agents, contractors, invitees and guests. Such rules and regulations shall, in no event, limit or restrict access to the Flagler Parcel reserved hereunder.

**EXHIBIT "A"**

**Legal Description of the College Parcel**

Parcel 2 North

A portion of Section 19 and 20, Township 4 South, Range 28 East, Duval County, Florida, also Being a portion of Tract A, Gran Park at Jacksonville Unit One, Recorded in Plat Book 51, pages 13, 13A through 13L of the current Public Records Of Said County, also being a portion of Parcel 2, described and recorded in Official Records Book 15496, page 267 of said current Public Records, being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the Southeasterly right of way line of Old St. Augustine Road (County Road No. 1), a 100 foot right of way as presently established, with the Southwesterly right of way line of the Florida East Coast Railroad, a 100 foot right of way as presently established, said intersection also being the Northerly most corner of said Tract A; thence South  $41^{\circ}00'02''$  East, along said Southwesterly right of way line, 581.29 feet; thence South  $48^{\circ}53'45''$  West, Departing said Southwesterly right of way line, 752.55 feet to a point lying on the Northeasterly right of way line of Durbin Boulevard North, a 100 foot right of way as presently established; thence North  $41^{\circ}06'15''$  West, along said Northeasterly right of way line, 481.29 feet to the Point of curvature of a curve concave Easterly having a radius of 100.00 feet; thence Northerly, continuing along said Northeasterly right of way line and along the arc of said curve, through a central angle of  $90^{\circ}00'00''$ , an arc length of 157.08 feet to the point of tangency of said curve, said point lying on said Southeasterly right of way line of Old St. Augustine Road, said arc being subtended by a chord bearing and distance of North  $03^{\circ}53'45''$  East, 141.42 feet, thence North  $48^{\circ}53'45''$  East, along said Southeasterly right of way line, 653.60 feet to the point of Beginning;

together with:

Non-exclusive Easement appurtenant to the land as contained in that certain Declaration of Covenants and Restrictions for Flagler Center recorded in Official Records Book 10762, Page 876, together with Supplemental Declaration of Covenants and Restrictions for Flagler Center recorded in Official Records Book 10927, Page 1477 and Amendment to Declaration of Covenants and Restrictions for Flagler Center recorded in Official Records Book 12483, Page 580 as may be subsequently amended.

EXHIBIT B



Robert M. Angas Associates, Inc.  
Land Surveyors, Planners and Civil Engineers  
Since 1924

August 16, 2011  
Gran Park at Jacksonville

14775 Old St. Augustine Road  
Jacksonville, FL 32258  
Tel: (904) 642-8550  
Fax: (904) 642-4165

Work Order No. 11-093.00  
File No. 121F-05.00A

**Flagler Center Parcel 2 Remaining Lands**

A portion of Sections 19 and 20, Township 4 South, Range 28 East, Duval County, Florida, also being a portion of Tract A, Gran Park at Jacksonville Unit One, recorded in Plat Book 51, pages 13, 13A through 13L of the current Public Records of said county, also being a portion of Parcel 2, as described and recorded in Official Records Book 15496, page 267 of said current Public Records, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Southeasterly right of way line of Old St. Augustine Road (County Road No. 1), a 100 foot right of way as presently established, with the Southwesterly right of way line of the Florida East Coast Railroad, a 100 foot right of way as presently established, said intersection also being the Northerly most corner of said Tract A; thence South  $41^{\circ}00'02''$  East, along said Southwesterly right of way line, 581.29 feet to the Point of Beginning.

From said Point of Beginning, thence continue South  $41^{\circ}00'02''$  East, along said Southwesterly right of way line, 1260.09 feet to a point on a curve concave Southerly, having a radius of 437.00 feet; thence Westerly, departing said Southwesterly right of way line, along a line lying 22 feet Northerly of and parallel to the centerline of a spur track for said East Coast Railroad and along the arc of said curve, through a central angle of  $26^{\circ}15'14''$ , an arc length of 200.24 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $75^{\circ}15'40''$  West, 198.49 feet; thence North  $88^{\circ}23'17''$  West, continuing along said parallel line 893.69 feet to a point lying on the Northeasterly right of way line of Flagler Center Boulevard, a 100 foot right of way as presently established, said point also being a point on a curve concave Southwesterly having a radius of 1040.00 feet; thence along said Northeasterly right of way line and along the arc of said curve through a central angle of  $10^{\circ}36'48''$ , an arc length of 192.65 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $35^{\circ}47'51''$  West, 192.37 feet; thence North  $41^{\circ}06'15''$  West, continuing along said Northeasterly right of way line, 298.04 feet; thence North  $48^{\circ}53'45''$  East, departing said Northeasterly right of way line, 752.55 feet to the Point of Beginning.

Containing 14.79 acres, more or less.

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**EXHIBIT "C"**

**Legal Description of Access Easement Parcel**



Robert M. Angas Associates, Inc.  
Land Surveyors, Planners and Civil Engineers  
Since 1924

July 12, 2011  
Gran Park at Jacksonville

14775 Old St. Augustine Road  
Jacksonville, FL 32258  
Tel: (904) 642-8550  
Fax: (904) 642-4165

Work Order No. 11-081.00  
File No. 121E-40,00A

**Access Easement**

A portion of Sections 19 and 20, Township 4 South, Range 28 East, Duval County, Florida, also being a portion of Tract A, Gran Park at Jacksonville Unit One, as recorded in Plat Book 51, pages 13, 13A through 13L of the current Public Records of said county, also being a portion of Parcel 2, as described and recorded in Official Records Book 15496, page 267 of said current Public Records, being more particularly described as follows:

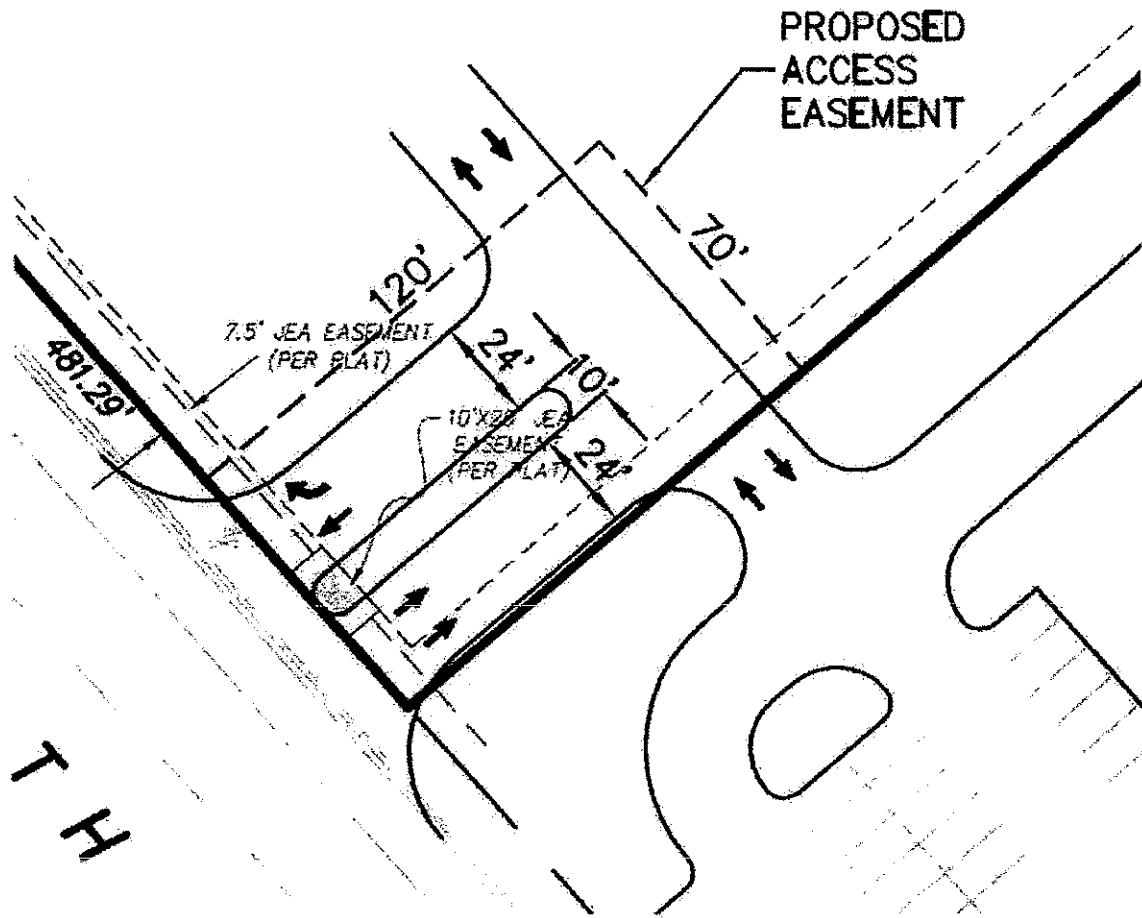
For a Point of Reference, commence at the intersection of the Southeasterly right of way line of Old St. Augustine Road (County Road No. 1), a 100 foot right of way as presently established, with the Southwesterly right of way line of the Florida East Coast Railroad, a 100 foot right of way as presently established, said intersection also being the Northerly most corner of said Tract A; thence South  $48^{\circ}53'45''$  West, along said Southeasterly right of way line, 653.60 feet to the point of curvature of a curve concave Easterly having a radius of 100.00 feet; thence Southerly, continuing along said Southeasterly right of way line and along the arc of said curve, through a central angle of  $90^{\circ}00'00''$ , an arc length of 157.08 feet to the point of tangency of said curve, said point lying on the Northeasterly right of way line of Durbin Boulevard North, a 100 foot right of way as presently established, said arc being subtended by a chord bearing and distance of South  $03^{\circ}53'45''$  West, 141.42 feet; thence South  $41^{\circ}06'15''$  East, along said Northeasterly right of way line, 411.29 feet to the Point of Beginning.

From said Point of Beginning, thence North  $48^{\circ}53'45''$  East, departing said Northeasterly right of way line of Durbin Boulevard North, 120.00 feet; thence South  $41^{\circ}06'15''$  East, 70.00 feet; thence South  $48^{\circ}53'45''$  West, 120.00 feet to a point lying on said Northeasterly right of way line; thence North  $41^{\circ}06'15''$  West, along said Northeasterly right of way line, 70.00 feet to the Point of Beginning.



**EXHIBIT "D"**

**Depiction of Access Easement Parcel**



Florida State College at Jacksonville is a member of the Florida College System.

Florida State College at Jacksonville is not affiliated with any other public or private university or college in Florida or elsewhere.

Florida State College at Jacksonville is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools ("SACS") to award the baccalaureate and associate degree.  
Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097, or call (404) 679-4500 for questions about the accreditation of Florida State College at Jacksonville.  
The Commission is to be contacted only if there is evidence that appears to support an institution's significant non-compliance with a requirement or standard.