

STATE OF GEORGIA

COUNTY OF CHATHAM

**FIRST AMENDMENT TO
RECIPROCAL EASEMENT AND DEVELOPMENT AGREEMENT
(PLANT RIVERSIDE)**

THIS FIRST AMENDMENT TO RECIPROCAL EASEMENT AND DEVELOPMENT AGREEMENT (PLANT RIVERSIDE) (this "First Amendment") is entered into to be effective as of the _____ day of _____, 2019 (the "Effective Date"), by and between **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, GEORGIA**, a municipal corporation existing under the laws of the State of Georgia ("Grantor"), whose address is City Hall, P.O. Box 1027, Savannah, Georgia 31402, and **PLANT RIVERSIDE, LLC**, a Delaware limited liability company ("Grantee") whose address is 4901 Vineland Road, Suite 650, Orlando, Florida 32811.

RECITALS:

WHEREAS, Grantor and Grantee entered into that certain Reciprocal Easement and Development Agreement (Plant Riverside) dated as of November 22, 2016 (the "Agreement"), pursuant to which Grantor and Grantee agreed to certain reciprocal easements, construction obligations, terms and other conditions respecting the development of the Project and certain public facilities, including the MLK, Jr. Park;

WHEREAS, the Agreement provides that Grantor shall relocate and improve certain water, sewer and lift station improvements (the "Water, Sewer and Lift Station Improvements") serving the Project and those certain public facilities, including the MLK, Jr. Park, and that all costs thereof shall be at Grantor's sole cost and expense;

WHEREAS, prior to entering into the Agreement, Grantee incurred substantial pre-construction, administrative and engineering expense in connection with the Water, Sewer and Lift Station Improvements, and Grantee agreed with Grantor that Grantor would acquire from Grantee all of its work product associated with the Water, Sewer and Lift Station Improvements, including certain pre-construction and engineering plans, in consideration for the payment to Grantee of a negotiated portion of the pre-construction, administrative and engineering expense incurred by Grantee in connection with the Water, Sewer and Lift Station Improvements that represents the fair value to Grantor of said work product; and

WHEREAS, Grantor and Grantee have agreed that the fair value of said work product is \$575,000;

WITNESSETH:

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Grantee hereby covenant, grant and agree as follows:

1. Recitals. The Recitals are incorporated herein by reference as if set out for all purposes set forth herein.

2. Defined Terms. Capitalized terms herein shall have the meaning set forth in the Agreement.

3. Water, Sewer and Lift Station Improvements. Grantee acknowledges and agrees with Grantor that Grantor has acquired from Grantee all of Grantee's work product associated with the Water, Sewer and Lift Station Improvements, including certain pre-construction and engineering plans.

4. Payment to Grantee. Grantor hereby agrees to pay Grantee, within fifteen (15) days of the date of this First Amendment, the sum of Five Hundred Seventy-Five Thousand and No/100 Dollars (\$575,000.00).

5. Full Force and Effect. Except as expressly modified hereby, the terms and provisions of the Agreement remain in full force and effect without modification or amendment.

6. Invalidity. If any provision of this First Amendment is determined to be invalid, such determination shall not affect the validity or effect of the remaining provisions of this First Amendment, all of which shall continue in effect as if such invalid provision had not been included in this First Amendment.

7. Counterparts; Emailed Signatures. The parties hereto may execute this First Amendment by execution and delivery of separate counterparts which, when taken together, shall constitute a complete, fully executed First Amendment. In addition, this First Amendment may be transmitted among the parties hereto by email signatures, and the parties intend that emailed signatures constitute original signatures.

[SIGNATURE PAGES ATTACHED]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed under seal as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public
My Commission Expires: _____

Grantor:

THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, GEORGIA, a municipal corporation of the State of Georgia

By: _____
Name: _____
Title: _____

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public
My Commission Expires: _____

Grantee:

PLANT RIVERSIDE, LLC, a Delaware limited liability company

By: Plant Riverside Manager, LLC, a Delaware limited liability company, as its Manager

By: RCK Manager, LLC, a Delaware limited liability company, as its Manager

By: _____
Name: Richard C. Kessler
Title: Manager