LICENSE AGREEMENT
FOR USE OF PARKING GARAGE

THIS LICENSE AGREEMENT ("Agreement") is made and entered into on this _____ day of _____ 2007, by and between the City of Gainesville ("City"), a municipal corporation of the State of Florida and GG Development Associates, LLC ("Developer"), a Florida limited liability company.

RECITALS:

WHEREAS, the City and Kenneth R. McGurn and Linda C. McGurn ("McGurn") entered into that certain License Agreement for Use of Parking Garage recorded in ORB 2824, PG 843, of the Public Records of Alachua County, Florida ("McGurn Agreement") with respect to certain parking spaces located in the garage owned by the City at the 100 block of S.W. 2nd Street, Gainesville, Florida (the "Garage"); and

WHEREAS, McGurn and the City entered into a FIRST AMENDMENT TO LICENSE AGREEMENT FOR PARKING GARAGE dated April 13, 2004 in order to accommodate a request from Alachua County related to use of the Parking Garage by jurors; and

WHEREAS, McGurn and Developer have entered into that certain Assignment of Parking Spaces dated July 5, 2006 ("Parking Assignment Agreement"), pursuant to which McGurn assigned to Developer the rights to two hundred twenty-five (225) "Development Spaces" (as defined in the McGurn Agreement) in the Garage (such 225 spaces also hereinafter sometimes referred to as the "Development Spaces" and the Development Spaces, together with any other parking spaces assigned by the City to the Developer hereunder, are hereinafter collectively referred to as the "Developer Parking Spaces"); and

WHEREAS, the City and McGurn have entered into a Second Amendment to License Agreement for Use of Parking Garage (the "License Amendment") dated _____, whereby McGurn has eliminated his right to use and operate the Development Spaces, as more specifically provided in the Parking Assignment Agreement.

WHEREAS, pursuant to the License Amendment, the Development Spaces are designated and assigned to the Developer as provided in the Parking Assignment Agreement; and

WHEREAS, Developer is developing a mixed-use project to be known as "Gainesville Greens" in property directly across from the Garage, commonly referred to as Lot 10, (the "Project"), and in connection therewith, Developer intends to use the Developer Parking Spaces for the exclusive use of the Project;

WHEREAS, the Developer has requested additional rights from the City in the Garage and the City is willing to grant said rights, under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. **ACKNOWLEDGMENT OF ASSIGNMENT**. The City acknowledges that Developer has been granted by McGurn a license for the use of the Development Spaces in the Garage, to provide parking for the Project, the use of said spaces to be upon the terms and subject to the conditions stated in this Agreement with the City. The City further grants to Developer the right to operate and use eight (8) additional parking spaces in the Garage subject to the conditions stated in this Agreement.

2. **CONSIDERATION**. In consideration for this Agreement, the Developer agrees to pay to the City licensing fees as more particularly set forth below.

3. **TERM**. Provided Developer is not otherwise in default (beyond any applicable cure periods) of its obligations hereunder, and except as otherwise provided in this Agreement, the term of this Agreement is commensurate with the term of the McGurn Agreement which commenced on December 2, 2004, and ends 99 years thereafter, or the life of the Project, whichever term ends sooner; provided, however, if the McGurn Agreement is terminated for any reason, then this Agreement shall remain in effect and the Developer shall continue to have the right to use the Developer Parking Spaces in accordance with the terms of this Agreement. For purposes of this Agreement, life of the Project means the Project is in existence, active use and operation. Notwithstanding the foregoing, in the event the Project is destroyed through casualty or otherwise, or the Project otherwise ceases to exist, the City shall send a written notice to Developer or its assigns inquiring as to whether the Project will be rebuilt and Developer shall have one hundred eighty (180) days from the date it receives such written notice from the City in which to decide whether or not to rebuild the Project and notify the City of such election. In the event the Developer elects in such written notice not to rebuild the Project in substantially the same form and use, then the license granted hereby shall automatically terminate effective upon the date of Developer's notice to the City. If Developer does elect to rebuild, then the license granted hereby shall continue in effect in accordance with its terms, provided the Developer is not otherwise in default of this Agreement. For purposes of this paragraph "destroyed through casualty or otherwise" means destruction which exceeds 75% of the Project's then physical value as determined by an M.A.I. appraisal.

4. **USE AND LOCATION.** The license granted hereby shall be for the use of the Developer Parking Spaces. The Developer Parking Spaces shall be for the exclusive use of the commercial and/or residential unit owners within the Project, but shall not be designated or marked within the Garage and shall be "floating" spaces within the Garage. The City shall provide access cards (or some other form of automated operation for access to the Garage that may be selected by the City for Garage operations) to the Developer for the Developer Parking Spaces to insure that, at all times, the Developer Parking Spaces shall be available for use by the condominium unit owners within the

Project. These access cards (or other form of automated operation for access to the Garage) will not be provided to Developer, and access to the Garage under the terms of this Agreement will not be provided to the residential or commercial unit owner, until the corresponding unit is issued a certificate of occupancy. Until that time, the City reserves the right to lease these parking spaces as it deems fit.

5. **PEDESTRIAN BRIDGE**

a. EASEMENT FOR BRIDGE TO GARAGE**.** At the request of Developer, the City shall grant to Developer an air rights easement on, across and over the street between the Garage and the Project, commonly known as SW 2nd Street, for the purpose of allowing Developer to construct and use a pedestrian walkway bridge from the Project to the Garage. The design of the bridge shall be subject to the approval of the City and shall include some kind of mutually agreeable enclosure that would prevent a person from throwing large objects from the bridge to the underlying street. Also, the bridge shall be attractive and compatible with the Garage, shall not affect the structural integrity of the Garage, and shall be located in a place mutually agreeable to the City and Developer. All costs of such bridge shall be paid by the Developer. The air rights easement and bridge shall meet all codes and not interfere with the City's property or any of its easement rights. Developer agrees that it will indemnify and hold the City harmless from any and all liability of whatsoever nature that might arise, result from, or be asserted against the City or the Garage property as a result of the actions undertaken by Developer in construction, operation and use of said bridge, including but not limited to, personal injury, damage to the improvements on the property, structural or otherwise and any and all such other damages as may result from Developer's actions, or the actions of Developer's tenants, guests or invitees. Developer shall take all necessary precautions to protect the Garage property, its improvements, its patrons and the general public at large from loss, damage or injury during construction and continued use and operation of any such bridge facility and shall provide general liability insurance coverage in amounts reasonably acceptable to the City, with City and the Gainesville Community Redevelopment Agency (the "CRA") as the named additional insureds or indemnitees, to protect City and CRA against losses occasioned by the acts of Developer, its agents or employees, or invitees or other users of the bridge. It is further understood and agreed that during any period of construction of said bridge by Developer, the City's continued use of the Garage, with the exception of the areas included in the easement, shall remain uninterrupted. Such easement shall be in effect coterminous with the term of this Agreement. In the event this Agreement is terminated and the Garage and Project are still in existence, active use and operation, then Developer may continue to have pedestrian access at no additional charge to the bridge and the easement shall remain in existence; however, if Developer chooses to have pedestrian access at no additional charge to the bridge, then Developer shall have the continuing obligation to maintain the

bridge as provided in paragraph b. below, and, at the City's option, the bridge shall be removed at the sole cost and expense of the developer within 180 days of notice to the Developer. If either the Garage or the Project is damaged or destroyed, the easement shall continue as long as the Garage or the Project are subsequently rebuilt, within a reasonable period of time, but in no event shall the period extend beyond 2 years from the date of the damage. Developer shall have the right to control, from time to time, access from the Garage to the bridge subject to reasonable approval by the City. In this regard, Developer shall have the right, at any time, to have access to the bridge restricted by installation of a security door or other similar restriction, such that only residents and owners of the Project shall have access to and use of the bridge facilities. Notwithstanding any provision to the contrary, the City does not waive any of its police powers exercised in the interest of the public health, welfare and safety.

b. CONDITIONS OF BRIDGE. Developer shall at all times maintain the bridge in good repair and in safe condition. Furthermore, Developer shall also comply with all other laws, ordinances and regulations pertaining to the location, use, and occupancy of the bridge. Notwithstanding any other provision of this Agreement to the contrary, in the event of an emergency where the bridge is damaged in a way that imperils the public safety, the City, after a reasonable attempt to notify the Developer, may repair or remove the bridge and charge Developer for such repair or removal. Developer agrees to pay for such emergency repair or removal within 30 days of receipt of invoice. The City acknowledges that Developer shall be mortgaging the Project for purposes of obtaining a construction loan(s) to build the Project, which includes the bridge, and that the bridge may be encumbered by such mortgage loan. The City further acknowledges that the Developer will create a condominium on all or a portion of the Project and that the bridge might be common area and that all or part of Developer's rights under this Agreement might be assigned to the Condominium Association in accordance with Section 7 below.

6. **DEVELOPER'S COMMITMENT AND PAYMENT FOR SPACES**.

a. Developer shall pay to the City, on the first (1st) day of every month during the term of this Agreement, starting on the first (1st) day of the first full calendar month after the issuance of a Certificate of Occupancy for the Project, a monthly fee per space licensed hereunder (the "Monthly Fee") equal to eighty percent (80%) of the prevailing long term monthly rental rate charged by the City for a parking space in the Garage during such month, in addition to taxes and fees as described below. If there are any discounts offered by the City during any particular month or period of time, Developer shall be entitled to the same discounts. Payments can be mailed to the City of Gainesville, Billing and Collections, P.O. Box 490, Mail Station 47, Gainesville, Florida 32602-0490 and should be received by the City no later than the 5th day of each month.

Notwithstanding the foregoing to the contrary, the Monthly Fee to Developer shall not be increased by more than ten percent (10%) per year. The City shall provide at least thirty (30) days advance written notice to Developer any time the Monthly Fee shall change.

b. If Developer's use of the parking spaces granted by this Agreement becomes subject to any federal, state or local property, sales, excise, or other tax or fee, Developer agrees to pay such taxes or fees as they become due. Developer agrees to indemnify and hold the City harmless from any sales, excise, other tax or fee or penalty that may be imposed attributable to Developer Parking Spaces used or allotted to Developer hereunder. If Developer desires to challenge the validity or amounts of any such tax or fee, Developer shall be permitted to do so, as described below, but shall pay the taxes or fees if payment is required during the pendency of the appeal.

Developer acknowledges City's tax-exempt status. In the event that City is required to pay taxes, real or personal, on the Garage property, due in whole or in part to Developer's rights to or use of the Garage property under this Agreement, then Developer shall reimburse the City within thirty (30) days of such payment for Developer's pro-rata share of said taxes based on receipt of sufficient documentation from City indicating the amount of taxes paid and the calculation of Developer's pro-rata share. Developer's percent share shall be determined by dividing the number of Developer Parking Spaces licensed hereunder each tax year, divided by the total number of parking spaces in the Garage during such tax year. The resulting percentage shall be multiplied by the amount of taxes paid and such amount reimbursed by Developer to the City.

Developer may request the City to assign any rights of the City needed for Developer to challenge the validity or amount of any such tax or fee. The City may assign such rights as are necessary, or may choose to challenge the validity or amount itself, with or without a request from Developer, to the extent the City has standing to do so. The City and Developer agree that if the City challenges the validity or amount of such tax or fee on its own, Developer may seek to intervene in any such challenge and the City does not object to Developer asserting standing to intervene, so long as such is not adverse to the City's interests. In the event the City brings such challenge pursuant to a request by Developer, Developer shall pay for the expenses, attorney's fees and costs incurred by the City in such proceedings.

7. **ASSIGNMENT**. City acknowledges that Developer may assign all of its rights and delegate all of its obligations under this Agreement to the condominium association created in connection with the Project, provided, however, such assignment shall be subject to the consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed so long as such association is validly created and assumes all of

said rights, responsibilities, duties, liabilities and obligations of the Developer. The City shall respond to any request for such a consent within thirty (30) days of when the request is made. Upon such assignment, which the assignee must assume in writing, the Developer shall provide a copy of the instrument of assignment to the City, and thereafter Developer shall be released from all further obligation or liability under this Agreement.

The City may assign all of its rights and obligations under this Agreement without the consent of the Developer, and thereafter the City shall be released from all further obligation or liability under this Agreement, provided that the City shall deliver written notice of said assignment to the Developer with all the pertinent information about the assignee and where Developer is to make payments to such new assignee.

8. **OPERATION OF SPACES**. Developer agrees that as part of its rules and regulations for its unit owners, it shall require that such unit owners abide by rules and regulations promulgated by the City applicable to the Garage (the "Rules and Regulations") provided that: (a) such Rules and Regulations shall not be enforced in a discriminatory manner to the detriment of Developer and its unit owners; and (b) that any amendments to such Rules and Regulations shall not materially impair the rights and privileges of Developer and its unit owners under this Agreement. City shall issue to the Developer a copy of the Rules and Regulations together with the access cards (or some other form of automated operation for access to the Garage that may be selected by the City for Garage operations). City shall post a copy of the Rules and Regulations in a conspicuous place in the Garage.

9. **NO WAIVER OF POLICE POWERS OR GRANT OF DEVELOPMENT RIGHTS**. This Agreement does not confer any development rights, or grant any development permits or orders as these terms are defined in Chapter 163, F.S., to construct any improvements on the Garage property. By entering into this Agreement, the City does not waive its police powers, or ordinances, or regulations relating to the development and use of the Garage property.

10. **INSURANCE.** The Developer shall be responsible for providing, through an insurance policy, liability coverage for any loss or damages which may be caused by acts or omissions of that party, its agents and licensees within the Garage. The policy of insurance shall be issued by an insurance company with a minimum AM Best Rating of A VII, and shall be in a form, substance and amount acceptable to the City. For the purpose of the foregoing sentence, Developer is not considered to be the City's licensee. The policy shall have an annual aggregate limit of not less than $5,000,000, or such additional amount as reasonably required by the City and shall name the City and CRA as additional insureds. If the Garage is damaged or destroyed during the term of this Agreement, the City agrees to repair the Garage or rebuild a Garage in a diligent and worker-like manner and within a reasonable time, so that Developer shall retain the benefits of this Agreement, and during the period of such repair or rebuilding, the City shall use its best efforts to provide to the Developer and its unit owners reasonably

nearby replacement spaces. Any Garage repaired or rebuilt on the Garage property shall provide a minimum number of 233 parking spaces for the exclusive use by the unit owners of the Project as further provided in paragraph 4. The City shall be responsible to assure that an insurance policy, or a program of self-insurance, is in full force and effect for the replacement value of the Garage, and that any insurance proceeds shall be used by the City to repair or reconstruct the Garage as necessary during the term of this Agreement.

11. **NOTICES.** Any notice or demand which must or may be given under this Agreement or by law shall be in writing and shall be deemed to have been given: (i) when physically received by personal delivery; or (ii) when delivered by United States certified or registered mail, return receipt requested, postage prepaid; or (iii) when delivered by a commercial courier service such as Federal Express, addressed to the respective parties at the following addresses:

CITY:
City Manager
City of Gainesville
Post Office Box 490
200 E University Avenue
Gainesville, Florida 32602

DEVELOPER:
GG Development Associates, LLC
3125 W. Commercial Blvd., Ste. 100
Ft. Lauderdale, FL 33309

CRA
Executive Director
Community Redevelopment Agency
P.O. Box 490, MS 48
Gainesville, FL 32602

12. **DEFAULT BY DEVELOPER UNDER PARKING ASSIGNMENT; REVERTER OF PARKING TO MCGURN.** The City acknowledges that, as part of the Parking Assignment Agreement between Developer and McGurn, Developer has agreed to pay to McGurn certain sums for the assignment of the Development Parking Spaces. In addition, the City acknowledges that under the terms of the Parking Assignment, should Developer default in the payment of such sums to McGurn and not cure the default within 30 days after receipt of written notice, McGurn is to provide written notice of such default to the City. If the City receives a written notice of default from McGurn, then the parties agree that the City shall send a written notice to Developer advising it that the City intends to terminate the parking rights granted under this Agreement as a result of an alleged uncured default by Developer under the Parking Assignment and, unless Developer objects to such termination in writing within ten (10) business days from the date Developer receives the notice from the City, this Agreement shall terminate effective on the next business day after the end of such ten (10) business day period and the City shall execute documents required to effectuate a return of the 225 Development Spaces to the control of McGurn for use by McGurn under the terms of the McGurn Agreement. In

the event, however, that Developer shall object in writing to the City as to McGurn's alleged uncured default by Developer, and Developer pays McGurn all funds alleged in good faith to be due and continues to do so, then this Agreement shall remain unaffected and shall continue in full force and effect until McGurn and Developer issue a joint instruction to the City resolving their claims, or until a court of competent jurisdiction otherwise decides such claims and instructs the City accordingly. The Developer shall indemnify and hold the City and CRA harmless against any and all claims that may be brought against the City and CRA arising out of either the termination or continuance of this Agreement caused by any alleged uncured default by Developer raised by McGurn. The City agrees that it shall immediately forward any written notice it receives from McGurn regarding the Parking Assignment to Developer. This Section 12 shall only be applicable for as long as the McGurn Agreement shall be in effect. If the McGurn Agreement is ever terminated or otherwise expires, then this provision shall no longer be effective. Unless this provision is no longer effective, the City and Developer agree not to amend this Section 12 as to any rights of McGurn without the prior written approval of McGurn, which approval shall not be unreasonably delayed, conditioned, or withheld.

13. **SEVERABILITY.** If any portion of this Agreement is found by a court of competent jurisdiction to be unenforceable, then the parties agree that if the deletion of such provision shall not affect the overall intent (nor materially impair the benefits negotiated by each party hereunder) of this Agreement, then the remainder of this Agreement shall remain in full force and effect.

14. **GOVERNING LAW AND VENUE**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action, in equity or law, with respect to this Agreement must be brought and heard in Alachua County, Florida.

15. **BINDING EFFECT OF AGREEMENT.** This Agreement shall be binding upon the parties hereto, their respective successors, assigns, agents, and beneficiaries, if applicable.

16. **EFFECTIVE DATE AND CONDITIONS**. This Agreement shall not become effective or in force unless and until the Developer shall have first obtained building and development permits from the applicable governmental agencies to construct the Project and Developer shall have closed on a construction loan from a reputable lending institution for the purpose of financing the construction of the Project and submitted evidence of the permits and loan to the City in a form acceptable to the City. This Agreement shall become effective on the date that the City issues a letter to the Developer acknowledging receipt and acceptability of the permits and loans, and acknowledges the commencement of the term. In the event these conditions are not satisfied by a date that is eighteen (18) months from the date of this Agreement first written above, then this Agreement shall be deemed terminated and void ab initio on such eighteen (18) month anniversary. In addition, if prior to the end of such eighteen (18) month period the conditions have not been satisfied and Developer elects not to further

pursue its Project, then Developer shall also have the right to terminate this Agreement at such time upon written notice to the City. In addition, it shall be a condition precedent to the commencement of this Agreement that the Parking Assignment Agreement shall have been fully executed by McGurn and Developer, and that the McGurn Agreement shall have been amended by the Second Amendment to the McGurn Agreement as set forth in **Exhibit "A"**. However, if Gainesville Greens is not constructed and completed by September 1, 2009, subject to extension by the City Commission of the City, in its sole discretion and upon good cause shown, then this agreement is automatically terminated and, for purposes of the Development spaces in the Garage, they shall be treated as if this agreement was never in effect. Completion of the project means the date on which the City of Gainesville Building Department has issued certificates of occupancy for all residential condominium units. In the event the Agreement becomes void or is terminated under this paragraph, then the City and Developer shall be relieved of all further obligations and duties under this Agreement with each party bearing its own costs and fees, the easement to the Garage shall be terminated, and the City shall have the option to remove the bridge at the sole cost and expense of the Developer within 60 days of notice to the Developer.

17. **DEFAULT**.

a. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the alleged breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

b. Developer's Default. The Developer's failure to comply at all times with its obligations contained herein shall be a material breach of this Agreement ("Event of Default"). Upon such Event of Default, the City shall provide written notice of such Event of Default to the Developer ("Notice of Default"), and the Developer's failure to cure such Event of Default within thirty (30) calendar days from the date of Developer's receipt of the Notice of Default (the "Initial Cure Period") shall, at the election of the City, result in the immediate termination of this Agreement, provided, however, that if the nature of the Event of Default is such that it cannot reasonably be cured within such 30 day period, then Developer's cure period shall be extended, so long as Developer has commenced to cure such Event of Default within said 30-day period and Developer diligently undertakes and pursues such cure to completion, and further provided that the Developer provides the City with documentation evidencing that the Developer is diligently undertaking and pursuing such cure to the City's reasonable satisfaction (the "Extended Cure Period"). The failure to cure an Event of Default within the time period provided for above shall, at the election of the City, result in the immediate termination of this Agreement. If the City elects not to terminate the Agreement,

the City shall have the right to require the Developer's specific performance under the terms and conditions of this Agreement.

c. City's Default. In the event that the City materially defaults in any of its respective obligations contained herein, and fails to cure such default within thirty (30) calendar days from the date of the City's receipt of written notice of such default from the Developer, then the Developer shall have the right to require the City's specific performance under the terms and conditions of this Agreement.

d. Developer's Waiver. Developer's covenant to pay licensing fees to the City is independent of each and every other covenant of this Agreement. Developer agrees that the Developer's damages for City's breach shall in no case be deducted from any license fee due the City, nor set off for purposes of determining whether any fee is due in any action.

18. **LIMITATION OF LIABILITY.** Notwithstanding any provision of this Agreement to the contrary, nothing in this agreement shall be construed as a waiver of the City's sovereign immunity, and the liability of the City shall be interpreted as limited to only such traditional liabilities for which the City could be liable under the common law interpreting the limited waiver of sovereign immunity. An action may not be instituted on a claim against the City unless the claimant presents the claim in writing to the Risk Manager within 3 years after such claim accrues or the Risk Manager denies the claim in writing. For purposes of this paragraph, the requirements of notice to the Risk Manager and denial of the claim are conditions precedent to maintaining an action but shall not be deemed to be elements of the cause of action and shall not affect the date on which the cause of action accrues; provided, however, this shall only apply to an action for damages and not to any action for specific performance. Notwithstanding any other provisions of this paragraph, liability of the City is limited to the maximum sum of $200,000 as the result of all claims and judgments arising out of the same incident or occurrence, not to exceed the sum of $100,000 for any claim or judgment or portions thereof. In addition, this paragraph shall be construed to limit recovery against the City to only those damages caused by the City, and shall specifically exclude any attorney's fees or costs associated therewith.

19. **INDEMNIFICATION.** The Developer, and its assignees, agree to indemnify and hold harmless the City and CRA, and its elected and appointed officials, from and against any and all liability, losses, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising out of or in any way connected with this Agreement, the construction operation, and use of the Project, including, but not limited to the pedestrian walkway bridge, and the parking garage.

20. **BANKRUPTCY.** In the event (1) an order or decree is entered appointing a receiver of the Developer, its assignee, or its assets or (2) a petition is filed by the Developer, or

assignee, for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated or discharged within sixty days after the filing thereof, then this Agreement shall automatically terminate.

21. **NO LIABILITY OR MONETARY REMEDY.** The Developer hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the City, and that the City bears no liability for direct, indirect or consequential damages.

22. **RELATIONSHIP.** This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between the City, the CRA and the Developer. The Developer cannot create any obligation or responsibility on behalf of the City or bind the City in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that none of the other parties hereto is acting as a fiduciary for or an adviser to it in respect of this Agreement or any responsibility or obligation contemplated herein. The Developer further represents and acknowledges that no one was paid a fee, commission, gift or other consideration by the Developer as an inducement to entering into this Agreement.

23. **PERSONAL LIABILITY.** No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the City in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the City hereunder.

24. **COVENANTS WITH LAND.** All of the terms, covenants, conditions and provisions of this Agreement shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their successors and assigns.

25. **AMENDMENT.** This Agreement may not be amended, unless evidenced in writing and executed by all parties hereto.

26. **CAPTIONS.** The captions and headings of sections or paragraphs used in this Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Agreement.

27. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein.

28. DEVELOPER DEFINED. For purposes of this Agreement, "Developer" means GG Development Associates, LLC, its successors or assigns.

IN WITNESS WHEREOF, the parties executed this Agreement on the dates indicated below.

CITY:
City of Gainesville

_____
City Manager

Date: _____

Approved as to Form and Legality:

_____

WITNESSES:

_____
signature of witness

_____
printed name of witness

_____
signature of witness

_____
printed name of witness

STATE OF FLORIDA }
COUNTY OF ALACHUA }

The foregoing instrument was acknowledged before me on this _____ day of _____, 2007 by _____, as City Manager of the City of Gainesville, a Florida municipality, who is personally known to me or did produce a driver's license as identification, and who did not take an oath.

_____
Name:
Notary Public, State of Florida

DEVELOPER:

By: GG DEVELOPMENT ASSOCIATES, LLC

By: GG TONTINE, INC., its Managing Member

By:_____
Barney Danzansky, President

Date: _____

WITNESSES:

_____
signature of witness as to both

_____
printed name of witness

_____
signature of witness as to both

_____
printed name of witness

STATE OF FLORIDA }
COUNTY OF ALACHUA }

The foregoing instrument was acknowledged before me on this _____ day of _____, 2007 by Barney Danzansky, as President of GG Tontine, Inc., the Managing Member of GG Development Associates, LLC, on behalf of such entity. He is personally known to me or did produce a driver's license as identification, and who did not take an oath.

_____
name:
Notary Public, State of Florida