

## LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is effective this \_\_\_\_ day of \_\_\_\_\_, 2021, between JACKSONVILLE PLAZA 1 LLC, a Delaware limited liability company ("Landlord"), whose address is 78-68 81<sup>st</sup> Street, Glendale, New York 11385 and the CITY OF JACKSONVILLE, a Florida municipal corporation ("Tenant"), whose address is 117 West Duval Street, Jacksonville, Florida 32202, for and on behalf of the DUVAL COUNTY TAX COLLECTOR.

### 1. DEMISED PREMISES; USE; ACCESS.

Landlord, in consideration of the rents to be paid and the agreements to be performed by Tenant, leases to Tenant and Tenant leases from Landlord the a portion of the property located at 4750 Soutel Drive, Jacksonville, Florida 32208 and identified as Real Estate Parcel Number 037568-0000 (the "Property") as shown on the Depiction of the Property attached hereto as Exhibit A, known as Unit 3 and comprised of 6,656 square feet of usable space as shown on floor plan attached hereto as Exhibit A-1 together with all improvements located thereon ("Demised Premises"). The legal description for the Property is attached hereto as Exhibit A-2. Tenant may use the Demised Premises for any lawful purpose including but not limited to use as a Duval County Tax Collector location. Tenant shall have access to the Demised Premises 7 days a week and 24 hours a day.

### 2. TERM; RENEWALS.

The term of this Lease shall begin on the date that Landlord delivers exclusive possession of the Demised Premises to Tenant with all of the Systems in good working condition and all of the Tenant Improvements Substantially Completed, (the "Commencement Date") and end on September 30, 2027, unless earlier terminated under other provisions of this Lease (the "Term"). The Commencement Date shall be documented in the form of correspondence between Landlord and Tenant agreeing to the date. Tenant shall have three (3) options to extend the Term each for an additional five (5) year period (each a "Renewal Term") by providing written notice to Landlord at least 180 days prior to the expiration of the then current Term. The terms and conditions of this Lease shall remain the same during each Renewal Term, provided that Rent shall be at the rates set forth on Exhibit B.

### 3. RENTS; COMMON AREA MAINTENANCE.

(A) Subject to Section 4(C) below, beginning on the date that is the later of (i) the Commencement Date, and (ii) April 1, 2021, (the "Rent Commencement Date"), Tenant shall pay to Landlord the monthly base rent ("Base Rent") and the monthly NNN charge (the "NNN Charge") as set forth on Exhibit B. The term "Rent" as used in this Lease shall mean Base Rent and the NNN Charge. Rent shall be payable monthly by check mailed to Jacksonville Plaza 1, LLC, c/o Noteworthy Investments and Management, Inc., P.O. Box 50888, Jacksonville Beach, FL 32240, by wired funds to the routing and account numbers provided in writing by Landlord to Tenant, or by direct ACH electronic transfer.

(B) Landlord acknowledges that Tenant is a tax exempt entity, and as such, no sales tax shall be collected for the Rent paid hereunder. Tenant agrees to provide such information as reasonably required by Landlord regarding Tenant's tax exempt status.

### 4. EARLY ACCESS; PREPARATION FOR OCCUPANCY; TENANT IMPROVEMENT ALLOWANCE.

(A) Landlord shall provide, at its expense, a test fit to determine whether Tenant's interior space requirements can be accommodated within a specific space and the fit is acceptable to Tenant. This Lease is contingent on the interior space meeting Tenant's requirements and Tenant's approval of the final construction budget for the Tenant Improvements (the "Budget"). If the interior space or test fit of the Demised Premises or the final construction budget for the Tenant Improvements is unacceptable to Tenant, then Tenant shall have the right to terminate this Lease and neither party shall have any further responsibility to the other under the provisions of this Lease.

(B) Landlord shall construct the tenant improvements set forth on Exhibit D (the "Tenant Improvements") and provide at its sole cost and expense a total of \$166,400.00 (the "Allowance") to applied to the costs to construct the Tenant Improvements. The maximum indebtedness of Tenant for the Tenant Improvements, including without limitation all work, all materials, millwork and bank equipment, shall not exceed EIGHT HUNDRED EIGHTY-ONE THOUSAND SIX HUNDRED

and 00/100 Dollars (\$881,600.00) (“Tenant’s Maximum Indebtedness”). No amount of Tenant’s Maximum Indebtedness shall be expended until after Landlord’s Allowance has been paid in full by Landlord towards the Tenant Improvements. Landlord shall commence the construction of the Tenant Improvements within thirty (30) days after the Effective Date and shall diligently pursue to completion the construction of the Tenant Improvements according to the mutually approved floor plan attached in Exhibit A-1 and the Work Letter attached as Exhibit C. Construction of the Tenant Improvements, including obtaining permits, the hiring of contractors and subcontractors, and construction supervision, is the responsibility of Landlord. If the costs to construct the Tenant Improvements is less than the Allowance, then the difference shall be credited against the Rent next coming due.

(C) Beginning forty-five (45) days prior to the estimated date of Substantial Completion by Landlord of the Tenant Improvements, Landlord shall give Tenant, at no cost and for a period of forty-five (45) days, reasonable access to and provide utilities for the Demised Premises for the installation by Tenant of fixtures, furniture, equipment and cabling. Notwithstanding anything in this Lease to the contrary, the Rent Commencement Date shall not occur until Tenant has had forty-five (45) days of access to the Demised Premises for the foregoing purposes.

## **5. HEATING AND AIR CONDITIONING.**

The Landlord agrees to furnish to Tenant heating and air conditioning for the Demised Premises during the term of the Lease and shall be responsible at its expense for repairs and replacement. Tenant will provide all routine maintenance and service for the heating and air conditioning equipment not to exceed \$500.00 per calendar year.

## **6. LIGHT FIXTURES.**

The Landlord shall provide light fixtures, including all necessary bulbs, lamps, tubes, and starters. Tenant shall be responsible for replacement of all bulbs, lamps, tubes, and starters.

## **7. MAINTENANCE AND REPAIRS.**

(A) Tenant shall keep the Demised Premises, including above-slab plumbing facilities, in a clean and sanitary condition. Tenant shall also use and operate, in a reasonable manner, all electrical, plumbing, sewerage, heating, ventilating, air conditioning and other facilities and appliances, and shall not destroy, deface, damage, impair, or remove any part of the Demised Premises or property therein belonging to the Landlord nor permit any person under Tenant’s control to do so, except Tenant may remove and replace the existing light fixtures. Tenant shall maintain and repair any of the electrical and other facilities and associated mechanical or electrical equipment, other than the heating and air conditioning systems, installed by Tenant after completion of the Tenant Improvements. The replacement of all windows broken or damaged in the Demised Premises by Tenant, except such breakage or damage caused to the exterior of the Demised Premises by third persons not under the control of Tenant or by the negligence of the Landlord, its officers, agents or employees, shall be at Tenant’s expense.

(B) Landlord shall maintain in good condition and repair according to generally accepted good practices, including re-carpeting, repainting, replacement of worn or damaged vinyl asbestos or equal-quality tile and repairs or replacement of Landlord’s interior equipment as may be necessary due to normal usage. Landlord shall maintain and keep in a good condition and repair and in compliance with all Laws, the exterior of the Demised Premises and all common areas of the shopping center, including all parking lots, sidewalks and driveways. Landlord shall be responsible for structural components including roofs, porches, interior load bearing walls and exterior walls. Landlord shall maintain in good condition and repair and in compliance with all Laws, the electrical, below-slab plumbing, fire safety, mechanical, heating and air conditioning and other systems and facilities and associated equipment (collectively, the “Systems”) other than those that Tenant has installed after completion of the Tenant Improvements. Landlord is not responsible for cleaning, sweeping, vacuuming, steam cleaning, or otherwise, of floor coverings or for other cleaning or janitorial services to the Demised Premises. The term “Laws” shall mean all laws, statutes, and ordinances (including building codes, zoning ordinances, and regulations), rules, orders, directives, and requirements of all federal, State, county, municipal departments, bureaus, boards, agencies, offices, commissions, and other subdivisions thereof, or of any official thereof, or of any governmental, public, or quasi-public authority, whether now or hereafter in force, including, without limitation, the Americans with Disabilities Act of 1990, as amended.

(C) Each party will procure all permits required of it for making any repairs, alterations, or other improvements or installations to the Demised Premises. Each party shall give written notice to the other party of any needed repairs to be performed by the other pursuant to the provisions of this Lease and the party responsible for the repairs shall promptly begin

the repairs and prosecute them to completion diligently. The Demised Premises shall at all times be free of liens for labor and materials. In doing any work required of it under the provisions of this Lease, each party will employ materials of good quality and comply with all governmental requirements and perform the work in a good and workmanlike manner.

#### **8. UTILITIES.**

Tenant shall promptly pay all gas, water, sewer, and electric charges payable during the term of this Lease for the gas, water, sewerage and electricity used by Tenant on the Demised Premises. Tenant shall be responsible for the installation of and charges for any telephone and computer facilities used by Tenant in the Demised Premises. Tenant is responsible for its own trash disposal.

#### **9. ALTERATIONS.**

The Tenant shall have the right to make alterations to the Demised Premises during the term of this Lease, except no structural or exterior alterations shall be made without the written consent of the Landlord which shall not be unreasonably withheld, conditioned or delayed. The Tenant may, at its option, remove any alterations or improvements to the Demised Premises (including, without limitation, the Tenant Improvements) at the termination or expiration of this Lease if the removal will not cause structural damage to the Demised Premises and Tenant repairs any damage caused by the removal.

#### **10. FIRE AND OTHER HAZARDS.**

If the Demised Premises or Property, or a major part of the Demised Premises or Property, is destroyed or damaged by fire, lightning, storm or other casualty, the Landlord shall repair the damage to the Demised Premises and Property at its cost and expense, excepting only Tenant's furniture, trade fixtures and other personal property. All Rent shall abate until the completion of the repairs. If the Demised Premises is only partly destroyed, so that a major part of the Demised Premises remains usable by the Tenant for its purposes, then the Rent attributable on a square foot basis for the damaged part shall abate and the damage shall be restored by the Landlord as speedily as is practicable, upon completion of which Rent shall resume. If the Demised Premises is damaged to such an extent that the Tenant is unable to occupy the Demised Premises for its purposes or use its parking spaces for a period of more than sixty (60) days, then the Tenant may terminate this Lease by providing written notice to Landlord and Landlord shall immediately refund to Tenant any pro rata part of rentals paid in advance.

#### **11. EMINENT DOMAIN.**

(A) If, during the Lease Term, all of the Demised Premises and the improvements or all reasonable access thereto are taken as a result of the exercise of the power of eminent domain or by purchase in lieu thereof, or if less than all of the Demised Premises and the improvements are taken, but the improvements cannot, in the Tenant's judgment, be restored to an economically useful unit without undue economic loss, this Lease will terminate on the date of vesting of title to the Demised Premises and improvements in the condemner. The rights of the Landlord and the Tenant to the award or awards arising from any such taking will be determined according to the provisions of this Section.

(B) If less than all of the Demised Premises are taken as a result of the exercise of the power of eminent domain or by purchase in lieu thereof, and there continues to be reasonable access to the Demised Premises and the parking spaces and the improvements can, in the Tenant's reasonable judgment, be restored to an economically useful unit without undue economic loss, this Lease will not terminate but will continue in full force and effect for the remainder of the Lease term with respect to that portion of the Demised Premises and the improvements not the subject of the taking. The rights of the Landlord and the Tenant to the award or awards arising from any such taking will be determined in accordance with this Section. If the lease does not terminate under the provisions of this subsection, the Landlord shall restore the remaining portion of the improvements to a complete architectural unit according to plans and specifications approved by the Tenant. For the balance of the Lease term, a just and appropriate part of the rent, according to the nature and extent of the taking, will be abated based on the ratio of the fair market value of the Demised Premises before and after the taking. If the partial taking occurs in the last 12 months of the term, however, Tenant may terminate this Lease effective as of the date of the taking.

(C) If all or any portion of the Demised Premises or parking spaces is taken by the exercise of the right of eminent domain for a limited period, this Lease will not terminate and to the extent the temporary taking does not prevent them from doing so, the parties will continue to perform all of their obligations under the provisions of this Lease as though the temporary taking had not occurred. If a temporary taking occurs, the Tenant will receive the entire amount of any award made for the

temporary taking of the Demised Premises (whether paid by way of damages, rent or otherwise) and the Landlord by this Lease assigns the award for the temporary taking to the Tenant. But if the period of the taking extends beyond the termination of the Lease term, the award will be apportioned between the Landlord and the Tenant accordingly. If a temporary taking exceeds 18 months, Tenant may terminate this Lease effective as of the date of the taking.

(D) If Tenant terminates this Lease as a result of any total or partial taking of the Demised Premises as provided for in this Section, the rents payable by the Tenant for the portion of the Demised Premises taken will terminate on the date title to that portion of the Demised Premises vests in condemnor and rent will be apportioned as of that date.

(E) If all or a portion of the Demised Premises are taken as contemplated above, the Landlord and the Tenant agree that they shall share all net awards for taking of the Demised Premises so that the Tenant receives the fair value of its remaining leasehold term, the unamortized cost of any improvements or other property paid for by the Tenant, damages for loss of business and the taking of, damage to and cost of removal of, any inventory or other property of the Tenant, and any other compensable interest of Tenant. The Landlord shall be entitled to receive the value of its remainder interest in the Demised Premises, including its lost income stream from this Lease and the value of its reversion, all reduced to present value using the then prevailing discount rate for the applicable term.

(F) The Landlord and the Tenant shall each have the right, at their respective expense, to participate in any proceeding seeking to take all or any portion of the Demised Premises or the improvements and any appeals which might be taken from those proceedings.

## **12. EXPIRATION OF TERM.**

At the expiration or termination of this Lease, Tenant will peaceably yield up to Landlord the Demised Premises in good and tenable repair, reasonable wear and tear and damage by casualty excepted. All personal property, furnishings, machinery, appurtenances, appliances, equipment and trade fixtures including, but not limited to any alterations made by Tenant, located or installed in or on the Demised Premises and all additions and improvements (exclusive of structural, mechanical, electrical, and plumbing) affixed to the Demised Premises by the Tenant or at the Tenant's expense (collectively, the "Fixtures") shall remain the property of Tenant. Tenant shall have the right, but not the obligation, to remove from the Demised Premises the Fixtures anytime on or before the expiration date during the term of the Lease, or upon the termination of this Lease, at Tenant's expense. If removal of the Fixtures by Tenant materially damages the Demised Premises, Tenant shall restore, at Tenant's expense, the Demised Premises to as good a state of repair as prior to the removal of Fixtures by Tenant. If Tenant fails to timely remove the Fixtures, they shall become the property of the Landlord, and Tenant shall not be responsible for any costs or expenses incurred by Landlord to alter, remove or dispose of the Fixtures. Without limiting the foregoing, Tenant shall own and be permitted to remove any and all Diebold equipment at the expiration or earlier termination of the Lease.

## **13. SUBLETTING AND ASSIGNMENT.**

Tenant has the absolute right to transfer and assign this Lease or to sublet all or any portion of the Demised Premises or to cease operating Tenant's business on the Demised Premises provided that at the time of such assignment or sublease Tenant shall not be in default of its obligations under the provisions of this Lease. Landlord must consent in writing to any such sublessee or assignee, although such consent shall not be unreasonably withheld, conditioned or delayed. The use of the Demised Premises by an assignee or sublessee of Tenant shall be expressly limited by and subject to the provisions of this Lease, including the uses allowed Tenant by this Lease.

## **14. TITLE.**

(A) Landlord shall furnish without expense to Tenant, within ten (10) days after the Effective Date, a title report covering the Demised Premises showing the condition of title as of the date of such certificate. If the title report reflects matters unacceptable to Tenant, Tenant may terminate this Lease and neither party shall have any responsibility to the other under the provisions of this Lease. Notwithstanding any other provision of this Lease, as a condition to Tenant's obligations under this Lease including the payment of any portion of the cost of the Tenant Improvements, Landlord shall obtain a subordination, non-disturbance and attornment agreement ("SNDA") from all existing mortgagees and ground lessors on the Property (the "Existing Mortgagees") on a form and with substance satisfactory Tenant, to be executed by Tenant, Landlord and Existing Mortgagee. With respect to any subsequent mortgagee, ground lessor, or other holder of an encumbrance on the Property

("Subsequent Mortgagee"), Landlord agrees to promptly provide to Tenant an SNDA from any Subsequent Mortgagee, such agreement to be mutually agreeable to Tenant and Subsequent Mortgagee, in a form suitable for recording in the public records of Duval County, Florida, and which shall provide that Tenant's possession and quiet enjoyment of the Premises under this Lease shall not be disturbed so long as there is no default under the Lease beyond any applicable notice and cure periods and any insurance proceeds and eminent domain proceeds shall be used for any restoration and repair required by the provisions of this Lease. Tenant shall not be required to subordinate this Lease to the lien of any future encumbrance on the Property unless and until such SNDA is fully executed and delivered to Tenant.

(B) Tenant agrees that if any Subsequent Mortgagee holding an institutional mortgage has delivered an SNDA, Tenant will recognize such Subsequent Mortgagee as its Landlord under the terms of this Lease, if the Subsequent Mortgagee during their ownership of the Demised Premises on their behalf and on behalf of their successors in interest assumes all of the obligations of Landlord under the provisions of this Lease. The word "mortgage", as used in this Section includes mortgages, deeds of trust or other similar instruments, and modifications, and extensions of those instruments. The term "institutional mortgage" as used in this Section means a mortgage securing a loan from a bank (commercial or savings) or trust company, insurance company or pension trust or any other lender institutional in nature.

(C) Tenant shall peaceably and quietly enjoy the Demised Premises according to the terms of this Lease without hindrance or molestation from Landlord or any persons claiming through Landlord.

(D) Landlord warrants, upon which warranty Tenant has relied in the execution of this Lease, that Landlord is the owner of the Demised Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants and restrictions of record reflected on the title report delivered to Tenant pursuant to Subsection 14(A) above. Landlord warrants that such exceptions shall not impede or interfere with the quiet use and enjoyment of the Demised Premises by Tenant as contemplated under this Lease. Landlord further warrants that this Lease is and shall remain a first lien on the Demised Premises, subject only to any mortgage to which this Lease is subordinate or may become subordinate, and to any encumbrances caused by the acts or omissions of Tenant; that Landlord has full right and lawful authority to execute this Lease for the term, in the manner, and upon the conditions and provisions contained in this Lease; that there is no legal impediment to the use of the Demised Premises by Tenant; that the Demised Premises are not subject to any easements, restrictions, zoning ordinances or similar governmental regulations that prevent Tenant's use; that the Demised Premises presently are and throughout the term of this Lease shall continue to be zoned for Tenant's uses unless Tenant's act or omission invalidates the application of the zoning.

(E) Landlord and Tenant agree to execute and acknowledge an appropriate memorandum of this Lease for public recordation purposes, so that public notice of the Term of the Lease hereof and the existence of the rights herein and any other information required by Tenant be given. The memorandum of this Lease shall be recorded within ten (10) days after the Effective Date at Landlord's expense.

#### **15. RIGHT OF LANDLORD TO INSPECT.**

The Landlord, on five (5) business days advanced written notice to Tenant, may enter into and upon the Demised Premises to view it and to make any repairs required of Landlord under the terms of this Lease.

#### **16. DEFAULT.**

(A) Each of the following events shall constitute an Event of Default hereunder by Tenant:

(i) If within fifteen (15) days after written notice from Landlord, Tenant fails to pay Landlord any Rent or any other charge due and payable under the terms of this Lease; or

(ii) If Tenant fails to perform any of its obligations under the terms of this Lease, other than the payment of Rent, and the failure continues for a period of thirty (30) days after written notice of the failure by Landlord to Tenant and Tenant has not cured the failure within the thirty (30) day period, or, if performance cannot reasonably be completed within the thirty (30) day period Tenant has not in good faith begun performance within the thirty (30) day period or, having begun performance, fails to diligently pursue completion of the performance.

If an Event of Default by Tenant occurs and continues for a period of at least sixty (60) days, Landlord may terminate

this Lease by giving Tenant notice of termination and shall have any other remedy available to it at law or in equity.

(B) Landlord is in default under the provisions of this Lease if Landlord fails to perform any of its obligations or other agreements, terms, covenants, or conditions required of it by this Lease and the failure continues for a period of thirty (30) days after written notice of the failure by Tenant to Landlord; or if the failure cannot reasonably be cured within the thirty (30) day period Landlord has not in good faith commenced performance within the thirty (30) day period or, having commenced, fails diligently to proceed to completion.

If an event of default by Landlord occurs and continues for a period of at least sixty (60) days after Landlord has been notified in writing of such default, Tenant may terminate this Lease by giving Landlord notice of termination, and upon termination Tenant's obligation to pay Rents coming due subsequent to the termination shall cease. This remedy is not exclusive. Tenant may exercise any other remedies provided to it at law or in equity.

(C) The failure of either party to insist upon the strict performance of any agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that either party may have and shall not be deemed a waiver of any subsequent breach or default in any such agreements, terms, covenants and conditions.

#### **17. TAXES AND INSURANCE.**

Landlord shall pay all real estate taxes on the Demised Premises. Landlord shall obtain and pay all insurance premiums for fire, general commercial liability, and all-risk commercial property casualty insurance coverage on the Demised Premises. Landlord is not liable to carry fire insurance on the personal property of Tenant or any other personal property which may now or hereafter be placed in the Demised Premises by Tenant. On request of Tenant, Landlord shall provide Tenant with evidence of the insurance coverage on the Demised Premises. Landlord shall comply with the insurance requirements set forth on Exhibit E attached hereto, including, without limitation, with respect to the Tenant Improvements.

#### **18. USE OF PREMISES.**

The Tenant will not make or suffer any unlawful, improper or offensive use of the Demised Premises or any use or occupancy of the Demised Premises contrary to the laws of the State of Florida, or the Ordinances of the City of Jacksonville, Florida, now or hereafter made.

#### **19. NOTICES.**

Any notice, demand, consent, authorization, request, approval or other communication required or desired pursuant to this Lease shall be effective and valid only if in writing, signed by the party giving such notice, and delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service, or certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or such other place as either party may by Notice to the other specify):

To Landlord: Jacksonville Plaza 1, LLC  
78-68 81<sup>st</sup> Street  
Glendale, New York 11385  
Attn: John Clemenza  
Phone: (917) 710-6586  
Email: jhclem1975@gmail.com

With a copy to: Noteworthy Investments and Management, Inc.  
P.O. Box 50888  
Jacksonville Beach, FL 32240  
Attn: Mary Farwell  
Phone: (904) 945-8899  
Email: landlady54@bellsouth.net

To Tenant: Duval County Tax Collector  
231 E. Forsyth Street  
Jacksonville, Florida 32202  
Attention: Chief Administration Officer

With a copy to: City of Jacksonville  
Public Works Department  
214 N. Hogan Street, 10<sup>th</sup> Floor  
Attention: Chief of Real Estate

Office of General Counsel City of Jacksonville  
117 West Duval Street, Suite 480  
Jacksonville, Florida 32202  
Attention: Government Operations & Commercial Dept.  
(904) 630-1726  
(904) 630-1700 (fax)

Notice shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of attempted delivery.

## **20. INDEMNITY**

Landlord shall indemnify, defend, and save harmless Tenant, its officers, employees and agents from suits, actions, proceedings, claims, judgements, costs, damages, liability and expenses, at law or in equity, in connection with the loss of life, bodily, or personal injury or property damage or any other damage arising from or out of any act or omission of Landlord, its officers, employees or contractors.

Tenant, shall, subject to the limitations and provisions of Section 768.28, Florida Statutes (which provisions are not expanded, altered or waived) indemnify, defend, and save harmless Landlord, its officers, employees and agents from suits, actions, proceedings, claims, judgements, costs, damages and expenses, at law or in equity, in connection with the loss of life, bodily, or personal injury or property damage or any other damage arising from or out of occurrence in, upon or at or from the Demised Premises or any part thereof, resulting from any negligent act or negligent omission of Tenant, its officers, agents, or employees. This Section shall survive the termination of this Lease.

## **21. RIGHT TO TERMINATE.**

Tenant has the right to terminate this Lease without penalty or further obligation under the Lease on sixty (60) days advanced written notice to Landlord if a government-owned or leased building becomes available to Tenant for occupancy during the term of this Lease for the purposes of this Lease.

## **22. AVAILABILITY OF FUNDS**

The obligations of Tenant under this Lease Agreement are subject to the availability of funds lawfully appropriated annually for its purposes by the Jacksonville City Council. If funds are not available, this Lease may be terminated by Tenant without penalty or further obligation under the Lease by giving thirty (30) days written notice of the termination signed by the Mayor and Corporation Secretary, and delivered as required by this Lease.

## **23. SOVEREIGN IMMUNITY**

Nothing in this Lease shall be construed to be a further waiver of the limited waiver of sovereign immunity afforded Tenant by the Florida Legislature by the provisions of Section 768.28, Florida Statutes.

## **24. RADON GAS**

Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

## **25. HAZARDOUS SUBSTANCES**

Tenant agrees that any hazardous substances which it may generate, store, manufacture, refine, transport, treat, dispose of, or otherwise permit to be present on or about the premises will be generated, stored, manufactured, refined, transported, treated and disposed of in compliance with all applicable federal, state and local laws and regulations dealing with hazardous substances. "Hazardous substances" means any "hazardous chemical", "hazardous substance" or similar term as defined in the Comprehensive Environmental Responsibility Compensation and Liability Act, as amended from time to time (42 U.S.C. 9601, et. seq.), and any rules or regulations dealing with environmental protection. The provisions of this Section apply whether or not any substance not a hazardous substance at the time of its use by Tenant later becomes a hazardous substance. Tenant agrees indemnify Landlord for any and all claims, causes of action, costs and expenses (including the reasonable fee and expenses of counsel) incurred by Landlord and caused by a breach by Tenant of this Section, for which it is found legally responsible. Landlord hereby agrees to defend, indemnify and hold Tenant harmless from any and all losses, damages, claims, costs, fees, penalties, charges, assessments, taxes, fines or expenses including reasonable attorneys' fees and legal assistants' fees, arising out of any claim asserted by any person, entity, agency, organization or body against Tenant in connection with liabilities associated with cleaning up, moving, disposal of or otherwise eliminating any oil, toxic substance, hazardous substance, hazardous chemical, solid waste, waste or contaminate from the Premises not caused by Tenant. This indemnity includes, but is not limited to, any losses, damages, claims, costs, fees, penalties, charges, assessments, taxes, fines or expenses, including reasonable attorneys' fees and legal assistants' fees incurred by Tenant under any environmental law. Tenant's responsibility under the provisions of this Section shall survive the termination of this Lease for a period of three (3) years.

## **26. SIGNAGE AND PARKING.**

Tenant has the right, at its cost, to place signage on the Demised Premises, including façade signage and pylon signage to the maximum allowed by City Ordinance, all in accordance with applicable laws. Tenant shall have the exclusive right to two (2) reserved parking spaces and no less than sixty (60) additional non-exclusive spaces adjacent to the Demised Premises.

## **27. APPROVALS.**

This Lease is subject to the approval of the Jacksonville City Council.

## **28. EXTENSIONS/WAIVERS/DISPUTES.**

(A) If Tenant or anyone claiming under Tenant continues to occupy the Demised Premises after the expiration of this Lease without an agreement in writing between Landlord and Tenant, the occupancy shall not extend or renew the term of the Lease, but shall continue as a tenancy-at-will, from month to month, upon the same terms and conditions contained in this Lease.

(B) No failure by a party to complain of any act or omission on the part of the other party constitutes a waiver by that party of any of its rights under the provisions of this Lease. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease constitutes a waiver of a breach of any other provision of this Lease or consent to any subsequent breach of the same or any other provision. If any action by either party requires the consent or approval of the other party, the other party's consent to or approval of the action on one occasion does not constitute consent to or approval of that action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. All rights and remedies which either party has under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

(C) If at any time a dispute arises as to any amount or sum of money to be paid by one party to the other under the provisions of this Lease, the party against whom the obligation to pay the money is asserted shall have the right but not the



obligation to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of the said party to institute suit for the recovery of such sum. If it is adjudged that there was no legal obligation to pay the sum or any part thereof, the party who paid the sum shall be entitled to recover it or so much of it as the party was not legally required to pay. If at any time a dispute arises between the parties as to any work to be performed by either of them under the provisions of this Lease, the party against whom the obligation to perform the work is asserted may perform the work and pay the costs of the work "under protest" and the performance of such work shall not be regarded as a voluntary performance and shall survive the right on the part of the performing party to institute suit for the recovery of the costs of such work. If it is adjudged that there was no legal obligation on the part of the said party to perform the work or any part of the work, that party shall be entitled to recover the costs of the work or the cost of so much of the work as that party was not legally required to perform, and the amount so paid by Tenant may be withheld or deducted by Tenant from any rents due or to become due.

## **29. MISCELLANEOUS.**

(A) The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. Except as otherwise provided in this Lease, the terms and provisions of this Lease are binding upon and inure to the benefit of the parties named in this Lease and their successors and assigns.

(B) No party has acted as, by or through a broker in obtaining this Lease other than Lynn S Johnson Enterprises, Inc., whose brokerage commission or fee other compensation shall be paid by Landlord, and Landlord indemnifies and holds Tenant harmless from any and all claims, demands, or the cost and expense of any claims or demands, including reasonable attorney fees arising out of any brokerage commission or fee or other compensation due Lynn S Johnson Enterprises, Inc. or any other claims, demands or the cost and expense of any claims or demands, including reasonable attorney fees, arising out of any brokerage commission or fee or other compensation due or alleged to be due by any other person in connection with the transaction contemplated by this Lease.

(C) At any time and from time to time, Landlord and Tenant, upon request in writing from the other, will execute, acknowledge and deliver to the other or to any person designated by the other a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants under this Lease, or if there have been defaults, specifying the default, and the dates to which the rent and other charges have been paid.

(D) This instrument contains the entire agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified or amended in any way except by a writing executed by both parties.

(E) If either party to this Lease brings suit or otherwise becomes involved in any legal proceedings seeking to enforce the terms of this Lease, or to recover damages for their breach, each party shall be responsible for its own attorney fees, and other expert witnesses, accountants, and court reporters fees incurred in connection with the legal proceedings, including all such costs and expenses incurred: (i) in trial and appellate court proceedings, (ii) in connection with any and all counterclaims asserted by one party to this Lease against another where such counterclaims arise out of or are otherwise related to this Lease, (iii) in bankruptcy or other insolvency proceedings, and (iv) in post-judgment collection proceedings.

(F) All matters pertaining to this Lease (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Florida and the Ordinances of the City of Jacksonville. The parties further agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Duval County, State of Florida.

(G) If the deadline or date of performance for any act under the provisions of this Lease falls on a Saturday, Sunday, or City legal holiday the date shall be extended to the next business day.

(H) EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT CONTEMPLATED AND EXECUTED IN CONNECTION HERewith,

OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO.

(I) All exhibits attached hereto are made a part hereof and incorporated herein by reference.

(J) The Duval County Tax Collector shall provide oversight of the management and administration of this Lease on behalf of the Tenant. Except as otherwise specified in this Lease, Tenant's agent in all matter is the Duval County Tax Collector.

Remainder of Page Intentionally Left Blank

Signatures Appear on the Following Page

**IN WITNESS WHEREOF**, the parties have executed this instrument for the purpose expressed, effective the day and year above written.

**LANDLORD:**

**JACKSONVILLE PLAZA 1 LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**TENANT:**

**CITY OF JACKSONVILLE**, a Florida municipal corporation

**ATTEST:**

By: \_\_\_\_\_  
James R. McCain, Jr.  
As Corporation Secretary

By: \_\_\_\_\_  
Lenny Curry as Mayor

In compliance with the Charter of the City of Jacksonville, I certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing lease and provision has been made for the payment of the moneys provided in the lease to be paid.

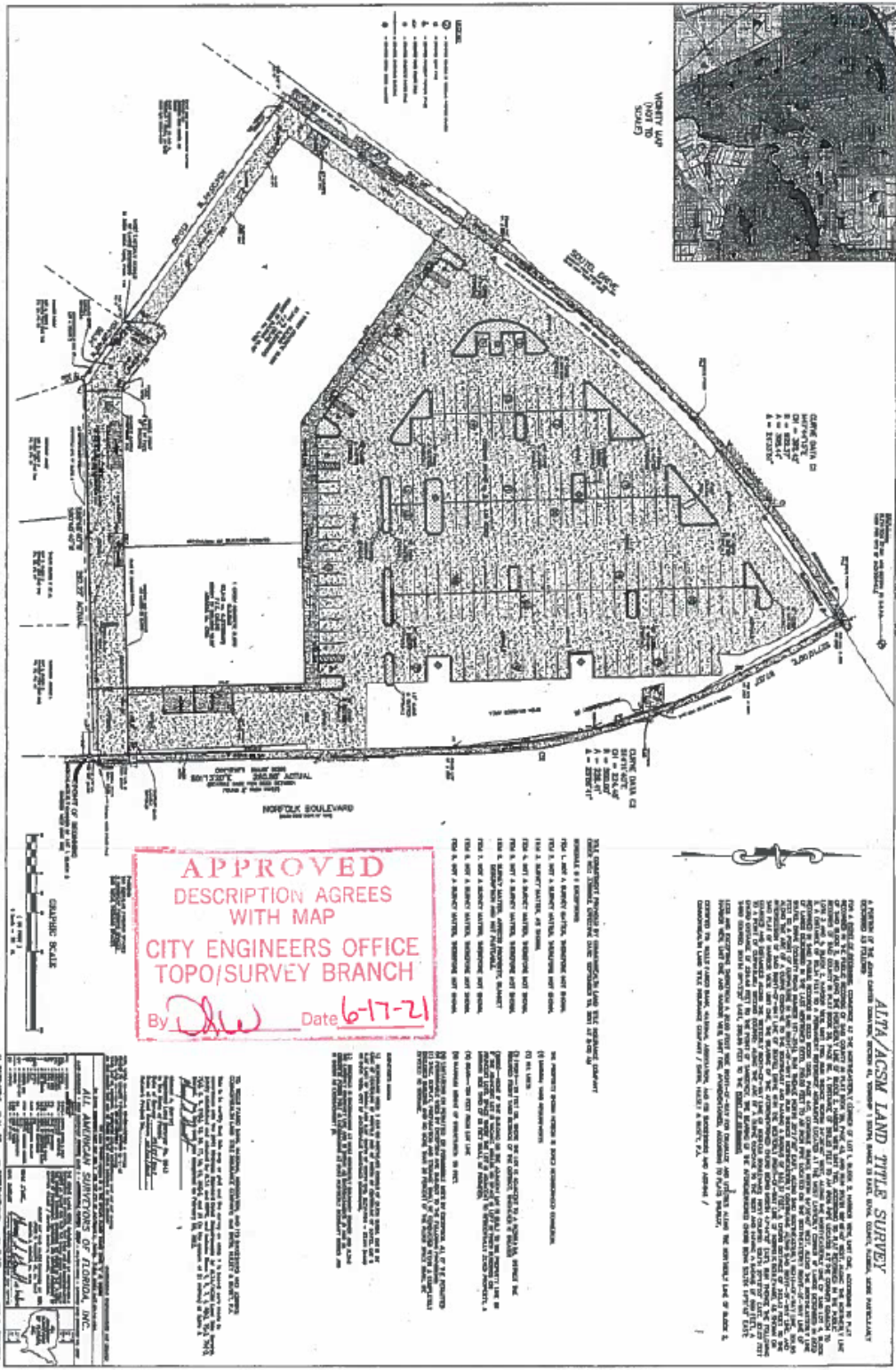
\_\_\_\_\_  
Finance Director  
CONTRACT NUMBER. \_\_\_\_\_

Form Approved:

By: \_\_\_\_\_  
Office of General Counsel

GC-#1438345-v1-Tax\_Collector\_Lease\_-\_Soutel.docx

**EXHIBIT A  
DEPICTION OF THE PROPERTY**



**APPROVED  
DESCRIPTION AGREES  
WITH MAP  
CITY ENGINEERS OFFICE  
TOPO/SURVEY BRANCH**

By *[Signature]* Date *6-17-21*

**ATTA/ACSM LAND TITLE SURVEY**

A NUMBER OF THE ABOVE DESCRIBED LOTS ARE SHOWN IN THE ATTACHED MAP AS BEING SUBJECT TO THE FOLLOWING EASEMENTS:

1. A 10' EASEMENT FOR THE CONVEYANCE OF WATER AND SEWER SERVICE TO THE BUILDING FROM THE STREET TO THE PROPERTY.

2. A 10' EASEMENT FOR THE CONVEYANCE OF WATER AND SEWER SERVICE FROM THE PROPERTY TO THE STREET.

3. A 10' EASEMENT FOR THE CONVEYANCE OF WATER AND SEWER SERVICE FROM THE PROPERTY TO THE STREET.

4. A 10' EASEMENT FOR THE CONVEYANCE OF WATER AND SEWER SERVICE FROM THE PROPERTY TO THE STREET.

5. A 10' EASEMENT FOR THE CONVEYANCE OF WATER AND SEWER SERVICE FROM THE PROPERTY TO THE STREET.

6. A 10' EASEMENT FOR THE CONVEYANCE OF WATER AND SEWER SERVICE FROM THE PROPERTY TO THE STREET.

7. A 10' EASEMENT FOR THE CONVEYANCE OF WATER AND SEWER SERVICE FROM THE PROPERTY TO THE STREET.

8. A 10' EASEMENT FOR THE CONVEYANCE OF WATER AND SEWER SERVICE FROM THE PROPERTY TO THE STREET.

9. A 10' EASEMENT FOR THE CONVEYANCE OF WATER AND SEWER SERVICE FROM THE PROPERTY TO THE STREET.

10. A 10' EASEMENT FOR THE CONVEYANCE OF WATER AND SEWER SERVICE FROM THE PROPERTY TO THE STREET.

**ALL AMERICAN SURVEYORS OF FLORIDA, INC.**

10000 W. UNIVERSITY BLVD., SUITE 1000  
DADE COUNTY, FLORIDA 33142

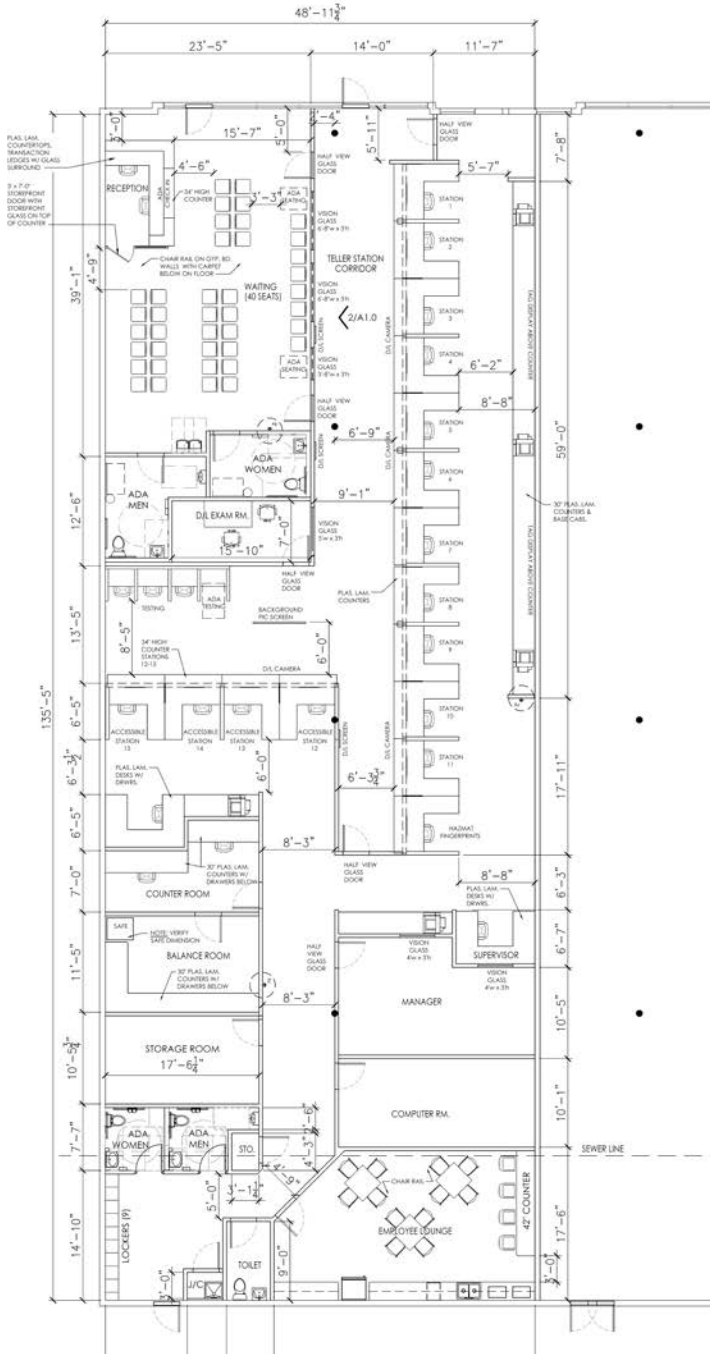
TEL: (305) 551-1111  
FAX: (305) 551-1112

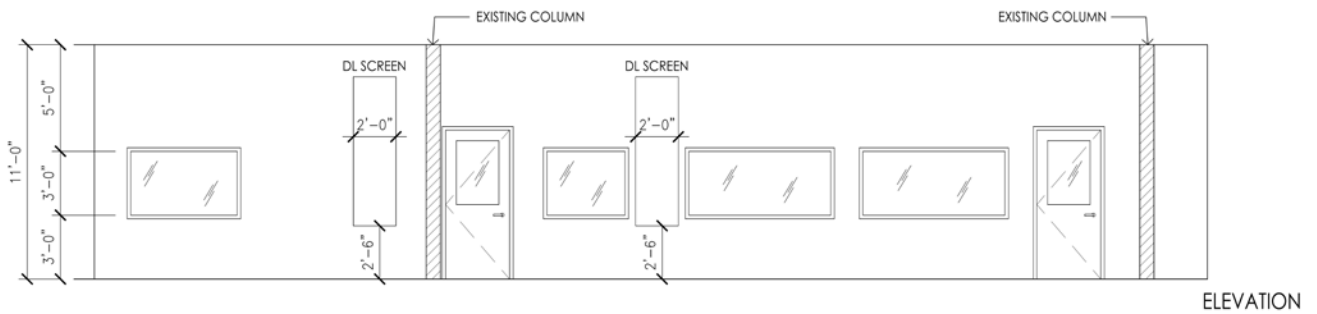
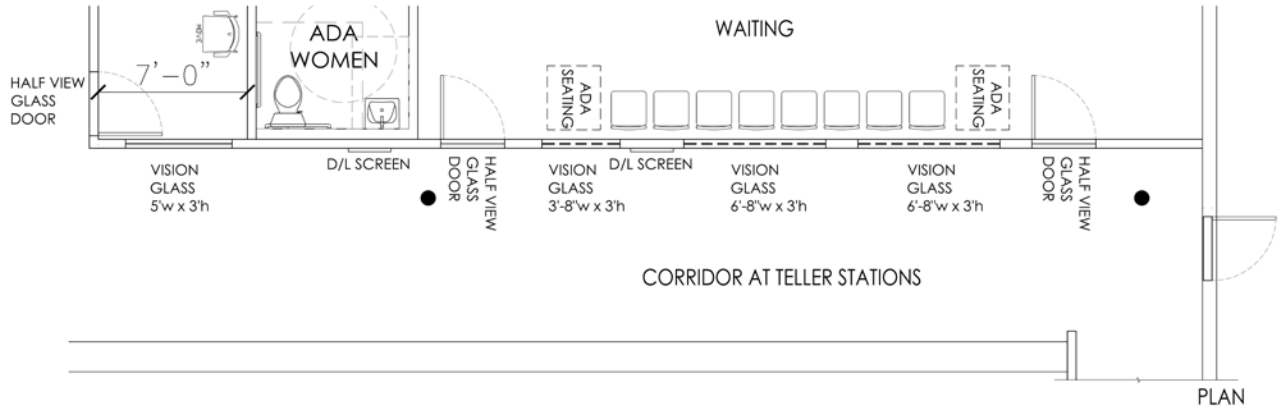
WWW.ASOF.COM

**EXHIBIT A-1**

**PREMISES FLOOR PLAN**

6,656 SF - Total Interior SF





2
**CORRIDOR ELEVATION @ TELLER & WAITING**  
A1.0 SCALE: 1/4" = 1' - 0" (IF PRINTED ON 24x36 SHEETS)

For purposes of clarity, the parties agree that the Tenant Improvements shall include, without limitation, fifteen (15) teller stations (four (4) stations shall be ADA height), Hazmat fingerprint station, four (4) photo areas, eight (8) vision test stations, 42" high greeter desk with 30" height for ADA, two (2) supervisor counters, three (3) work countertops behind teller area, countertops in balance room and counting room, driver's license test area with four (4) desk spaces, and all related Diebold equipment.

EXHIBIT A-2

LEGAL DESCRIPTION

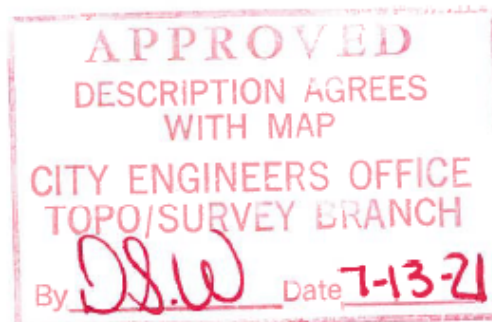
EXHIBIT A

LEGAL DESCRIPTION

A portion of the John Carter Donation, Section 41, Township 1 South, Range 26 East, Duval County, Florida, more particularly described as follows:

For a Point of Beginning commence at the Northeasterly corner of Lot 1, Block 2 of Harbor View, Unit One, according to the Plat recorded in the Public Records of said County in Plat Book 28, page 43 and run South 88°46'40" West along the Northerly line of said Block 2, and along the Northerly line of Block 2, Harbor View, Unit Two, according to the Plat recorded in the Public Records of said County in Plat Book 28, page 80, a distance of 292.22 feet to an Iron pipe located at the corner common to Lots 3 and 4, Block 2, Harbor View, Unit Two; run thence North 54°35'40" West along the Northeasterly line of said Lot 4, Block 2, a distance of 55.34 feet to a permanent reference monument located at the most Easterly corner of lands described in Deed recorded in said Public Records in Deed Book 1595, page 441; continue thence North 54°35'40" West along the Northeasterly line of lands described in the last mentioned Deed, 210.00 feet to an Iron pipe located on the Southeasterly right of way line of Soutel Drive, (County Road Number 157-354); run thence North 35°27'20" East along said Southeasterly right of way line, 201.95 feet to a point of curvature in said right of way line; run thence Northeasterly continuing along said right of way line, and along the arc of a curve concave to the Southeast and having a radius of 922.37 feet, a chord distance of 392.42 feet to the intersection of said right of way line of Soutel Drive with the Westerly right of way line of Norfolk Boulevard, as shown on said Plat of Harbor View, Unit One, the bearing of the aforementioned chord being North 47°44'15" East; run thence the following courses and distances along the Westerly right of way line of Norfolk Boulevard; First Course: South 27°10'00" East, 87.07 feet to a point of curvature; Second Course: along the arc of a curve concave to the West and having a radius of 500 feet, a chord distance of 224.48 feet to the point of tangency, the bearing of the aforementioned chord being South 14°11'40" East; Third Course: South 01°13'20" East, 280.85 feet to the Point of Beginning; subject, however, to a 30.0 foot wide right of way for drainage and utilities along the Northerly line of Block 2, Harbor View, Unit One and Harbor View, Unit Two, aforementioned, according to the Plats thereof.

LESS AND EXCEPTING therefrom a 30.0 foot wide right of way for drainage and utilities along the Northerly line of Block 2, Harbor View, Unit One and Harbor View, Unit Two, aforementioned according to the Plats thereof.



**EXHIBIT B**  
**RENT SCHEDULE**

<b><u>Period</u></b>	<b><u>Base Rent PSF</u></b>	<b><u>NNN Charge PSF</u></b>	<b><u>Total Rate PSF</u></b>	<b><u>Total Monthly Rent</u></b>
Rent Commencement Date – 9/30/23	\$10.00	\$2.00	\$12.00	\$6,656.00
10/1/23 – 9/30/24	\$10.20	\$2.04	\$12.24	\$6,789.12
10/1/24 – 9/30/25	\$10.40	\$2.08	\$12.48	\$6,922.24
10/1/25 – 9/30/26	\$10.61	\$2.12	\$12.73	\$7,060.91
10/1/26 – 9/30/27	\$10.82	\$2.16	\$12.98	\$7,199.57
<b>1<sup>st</sup> Renewal Term*</b>				
10/1/27 – 9/30/28	\$11.04	\$2.21	\$13.25	\$7,349.33
10/1/28 – 9/30/29	\$11.26	\$2.25	\$13.51	\$7,493.55
10/1/29 – 9/30/30	\$11.49	\$2.30	\$13.79	\$7,648.85
10/1/30 – 9/30/31	\$11.72	\$2.34	\$14.06	\$7,798.61
10/1/31 – 9/30/32	\$11.95	\$2.39	\$14.34	\$7,953.92
<b>2<sup>nd</sup> Renewal Term*</b>				
10/1/32 – 9/30/33	\$12.19	\$2.44	\$14.63	\$8,114.77
10/1/33 – 9/30/34	\$12.43	\$2.49	\$14.92	\$8,275.63
10/1/34 – 9/30/35	\$12.68	\$2.54	\$15.22	\$8,442.02
10/1/35 – 9/30/36	\$12.94	\$2.59	\$15.53	\$8,613.97
10/1/36 – 9/30/37	\$13.19	\$2.64	\$15.83	\$8,780.37
<b>3<sup>rd</sup> Renewal Term*</b>				
10/1/37 – 9/30/38	\$13.46	\$2.69	\$16.15	\$8,957.87
10/1/38 – 9/30/39	\$13.73	\$2.75	\$16.48	\$9,140.91
10/1/39 – 9/30/40	\$14.00	\$2.80	\$16.80	\$9,318.40
10/1/40 – 9/30/41	\$14.28	\$2.86	\$17.14	\$9,506.99
10/1/41 – 9/30/42	\$14.57	\$2.91	\$17.48	\$9,695.57

\*If such Renewal Option is exercised.



**EXHIBIT C**  
**WORK LETTER**

Landlord agrees to construct the Tenant Improvements according to the terms and conditions provided below:

1. **Construction.**

- a. Landlord shall construct the Tenant Improvements in the Demised Premises according to the floor plans attached in **Exhibit A-1** (the "Approved Floor Plans") and as provided in **Exhibit D**. Landlord shall obtain all necessary state and local permits, licenses, and authorizations and any state or local or other governmental authority charged with the enforcement of laws, ordinances and regulations pertaining to the construction of the Tenant Improvements (collectively, the "Permits").
- b. Tenant and its representatives may regularly enter upon the Demised Premises during construction to inspect the Tenant Improvements and all materials to be used in the construction thereof, including all books and records of Landlord relating to the Tenant Improvements, at reasonable times and in a reasonable manner so as not to interfere with Landlord's construction activities. Nevertheless, it is expressly agreed that Tenant has no duty to inspect the Tenant Improvements, and if the Tenant should inspect the Tenant Improvements, the Tenant shall have no liability or obligations to Landlord arising out of such inspection. Inspections made by the Tenant or its representatives shall be made solely for the protection and benefit of the Tenant and neither Landlord, nor any person or party claiming by, through or under Landlord shall be entitled to claim any loss, damage or offset against the Tenant for failure to inspect the Tenant Improvements.
- c. Landlord shall construct the Tenant Improvements according to the Approved Floor Plans and any conditions of the Permits. Landlord shall contract with Custom Builders (the "General Contractor") to construct the Tenant Improvements, shall provide all materials and labor necessary to construct or install the Tenant Improvements, and shall furnish and pay for all labor, materials, equipment, tools, machinery, water, heat, utilities, transportation and other facilities and services necessary to complete the construction thereof.
- d. Landlord acknowledges and agrees that time is of the essence in this Lease, and that all construction must be made and/or completed according to the requirements stated herein, and in conformity with the Permits and all applicable state and local laws, statutes, ordinances, rules, regulations, and permits. Permits given by the City of Jacksonville shall not constitute a representation or warranty as to such conformity; responsibility for compliance with all legal requirements, therefore, shall at all times remain with Landlord, but this provision shall not be construed to impose any ongoing obligations upon Landlord after Landlord has completed construction of the Tenant Improvements in accordance with then current legal requirements.
- e. Landlord shall supervise and direct the construction of the Tenant Improvements, and shall be solely responsible for all construction methods, techniques, sequences and procedures for coordinating and completing all portions of the Tenant Improvements.
- f. "Substantial Completion" or "Substantially Completed" shall mean that all of the following have occurred:
  - i. The Tenant Improvements shall have been completed in accordance with the terms of the Lease and this Work letter, except for punch list items, and a Certificate of Occupancy has been issued;
  - ii. The Project Engineer shall certify to the Tenant that construction of the Tenant Improvements has been completed according to the final construction plans and drawings and Permits and in compliance with an applicable laws, ordinances and other governmental rules, regulations and orders.

- iii. Landlord shall provide the Tenant with (i) an affidavit from the General Contractor specifying the costs for the Tenant Improvements, (ii) an affidavit from the General Contractor stating that the Tenant Improvements have been constructed according to the Approved Floor Plans and in strict compliance with all applicable building codes, laws, rules and ordinances, and (iii) a contractor's affidavit as defined by §713.06(3)(d)(1), Florida Statutes, or, more specifically, an affidavit that all costs have been satisfactorily paid in full, with written executed waivers or releases of claims against the Demised Premises from all persons performing labor and furnishing materials, equipment and other services in connection with the work and who have served notice as required by §713.06(2)(a), Florida Statutes, attached.
  - iv. Landlord shall provide the Tenant copies of final as built drawings of the Tenant Improvements.
  - g. Within thirty (30) days after the Substantial Completion, Tenant will make a final inspection of the Tenant Improvements and if the inspection reveals that any of the construction work performed is defective, will furnish a "punch list" of items to Landlord. Landlord will forthwith, and in all events within thirty (30) days, correct all such items and provide written notice to Tenant that the corrections have been made. Tenant will again make an inspection to determine if the items listed on the punch list during the final inspection have been corrected.
  - h. Notwithstanding anything to the contrary in the Lease, if the Tenant Improvements are not Substantially Completed before September 1, 2022, Tenant shall have the right to terminate this Lease by providing Landlord written notice of the same thereafter.
2. **Change Orders.** Any additions, deletions or revisions to the Approved Floor Plans or the final approved construction budget shall require the written approval of Tenant and Landlord shall be solely responsible for the costs associated with such change order except to the extent that the change order was requested by Tenant.
  3. **Compliance.** Landlord shall comply with, and shall require that its contractors, subcontractors, representatives and agents; comply with, all state and local laws, codes, rules, regulations and ordinances and the requirements of all permitting agencies applicable to the design and construction of the Tenant Improvements and requirements for contractors' licenses, permits, certificates and/or registrations.
  4. **Payment.** Landlord shall pay toward the cost of the Tenant Improvements the Allowance in the amount of \$166,400.00 and any costs to construct the Tenant Improvements that exceed the Tenant's Maximum Indebtedness. Tenant shall not be required to contribute any funds toward the cost of the Tenant Improvements unless and until Landlord has paid the full amount of the Allowance to the General Contractor and Substantial Completion of the Tenant Improvements has occurred, and Landlord has provided satisfactory evidence of the foregoing to Tenant. Notwithstanding anything in the Lease, including this Work Letter, to the contrary, the maximum indebtedness of Tenant for the costs of the Tenant Improvements (including, without limitation, all millwork and bank equipment) shall not exceed Eight Hundred Eighty One Thousand Six Hundred and 00/100 Dollars (\$881,600.00), which is Tenant's Maximum Indebtedness and is inclusive of Tenant's maximum contribution toward the Diebold bank equipment. Tenant shall have the option to either (i) make payments directly to Landlord for the work on a reimbursement basis within 30 days of Tenant's receipt and approval of all receipts, paid invoices and other documentation as required by Tenant to be provided by Landlord to support said payments; or (ii) make payments directly to the General Contractor and/or subcontractors, consultants and/or equipment suppliers (e.g., Diebold) for the work within 30 days of Tenant's receipt and approval of invoices and other documentation as required by Tenant to be provided by Landlord to support said invoices. Payments by Tenant shall not in any event exceed the Tenant's Maximum Indebtedness.
  5. **Insurance.** Landlord shall cause the General Contractor and its subcontractors of any tier to procure and maintain the insurance of the types and limits specified on **Exhibit E** to the Lease.

**EXHIBIT D**  
**TENANT IMPROVEMENTS**

*Custom Builders*

GENERAL CONTRACTORS  
RESIDENTIAL & COMMERCIAL

OFFICE 904-270-2030  
MOBILE 904-612-6800  
FAX 904-270-2244

1912 NIGHTFALL DRIVE  
NEPTUNE BEACH, FL 32266-1518  
E-MAIL daryl@dgrubbs.com  
Website www.custombuildersfl.com

June 16, 2021

TO: Mike Jeffers – Duval County Tax Collector Office

FROM: Daryl Grubbs

RE: 4750 Soutel Dr, Suite 3, Jax, FL 32208

Mike, based on the plan that we have developed for this location along with the attached specs, our pricing good thru August 1, 2021 is as follows:

**\$42,000      ARCHITECTURAL**    Produce architectural plans from space plan suitable for permit with the City of Jacksonville.

**\$784,000      INTERIOR BUILD-OUT** Interior build-out with construction similar to the Marietta location and according to the attached specs and floor plan for the new apx 6,656 sf space at Soutel Place at 4750 Soutel Drive, Suite #3, Jax, FL 32208.

**\$162,000      MILL WORK** We propose to furnish the laminate cabinetry and countertops for the 6,656 sf space similar to the Marietta location. This includes 15 teller stations (4 stations will be ADA height), Hazmat fingerprint station, 4 photo areas, 8 vision test stations, 42" high greeter desk with 30" height for ADA, 2 supervisor counters, 3 work countertops behind teller area, countertops in balance room and counting room, driver's license test area with 4 desk spaces.

**\$988,000      TOTAL**

Sincerely,



Daryl Grubbs,  
President

EXHIBIT "D" – PART "A"

SCOPE OF WORK FOR  
TAX COLLECTOR OFFICE  
SOUTEL PLACE  
4750 Soutel Dr, Suite 3, Jacksonville, FL

**GENERAL INFORMATION**

**ARCHITECT:** ACT Architects  
6903 Atlantic Blvd.  
Jacksonville, FL 32211

**CONTRACTOR:** Custom Builders  
1912 Nightfall Drive  
Neptune Beach, FL 32266

**PROJECT:** A remodeled space in Soutel Place, apx 6,656 square feet, 4750 Soutel Dr, Suite #3, Jax, FL generally based on the Attached plan Exhibit A. These specs shall over rule notes on plan.

**SCOPE OF WORK:**

The work consists of the furnishing of all labor, materials, services, equipment and appliances required for the fabrication, delivery and erection of all items of work, as specified.

**INSURANCE AND LICENSES:**

General Contractor to carry full coverage insurance as required by State and Federal Law. General Contractor shall be licensed by the State of Florida as a Certified General Contractor.

**(1) PLANS**

Contractor will pay for remainder of design necessary for permitting, all additional copying of plans for permitting and building purposes. Contractor will be responsible for all architectural and engineering costs.

**(2) PERMIT**

Contractor will pay for City of Jacksonville building permit and associated trades permits, including any other permits, plans and engineering necessary for permits.

**(3) DEMOLITION**

No demolition required.

- (4) **SLAB**  
Contractor will repour all areas of slab with 3,000 psi concrete that needs to be removed to install plumbing.
- (5) **PLUMBING**  
(A) FIXTURE DESIGNATION -  
RESTROOMS: Contractor will construct 5 new bathrooms with 5 flush valve toilets, 2 flush valve urinals, 5 lavatories with single lever chrome faucets, 2 wall mounted baby changing tables in public restrooms that will be furnished by the Duval County Tax Collector.  
BREAK AREA: Break Area will have a PFT 332263 - 33 x 22 stainless steel sink, with Delta D100DST chrome faucet.  
(B) WATER HEATER: Install 1 – 6 gallon electric water heater above each restroom group.  
(C) DRINKING FOUNTAIN: Install one new high-low, non refrigerated water fountain by public bathrooms.  
(D) WATER SERVICE: Contractor will pipe from existing water service inside existing space with PVC pipe with existing JEA meter at street.  
(E) PIPING: Supply piping will be schd 40 PVC/CPVC.  
(F) SEWER SERVICE: Contractor will connect to existing sewer in space. Waste piping will be schd 40 PVC.  
(G) SERVICE SINK: Install mop sink in janitor closet  
(H) Contractor will be responsible for removing and replacing necessary concrete.
- (6) **FRAMING**  
(A) All interior walls will be 25 ga metal studs, 3-5/8".  
(B) All studs will be 16 inches on center. Install new ceiling at 11' in open area and 10' in rooms. Build sheetrocked curtain wall apx 1' from ceiling over teller line.
- (7) **ELECTRICAL**  
(A) Install new gangable meter can for new 400 amp service.  
(B) All switches and receptacles will be standard decora in one standard color throughout entire building,  
(C) Electrical as follows:  
24 boxes with stub-ups above the ceiling for phone/data (this includes 2 for tvs) 2 – 2" conduits from computer room to teller line for data  
Conduit 1 – tellers 1-11 fed from hazmat station Conduit 2 – tellers 12-15 fed from teller 12  
Circuits:  
5 lighting circuits – we will furnish apx 50 - 2 x 4 lay-ins, LED, 50 watt (120 or 277 volt) with apx 10 decora switches, and 9 motion switches.  
16 teller circuits with a quad at teller and a duplex for the printer behind teller. They will be in 2 separate conduits that will be placed at the same locations as the above 2 conduits for data. At the end of this conduit at the teller line, we place a pull box (12" x 12" ) and run MC in a chase provided by the cabinet maker that runs the length of the teller line. The printer outlet MC runs on the underside of the countertop.  
2 circuits at reception desk

1 ceiling fan circuit with 3 - 48" white ceiling fans installed  
No vending machine circuits with 1 fridge circuits  
2 microwave circuits  
2 water heater circuit  
3 computer room circuits not including AC  
1 mini-split ac for computer room  
2 supervisor circuits  
8 general purpose receptacle circuits with 40 receptacles  
2 tv outlets to be located by Duval County Tax Collector  
2 driver license testing circuits

**(8) ALARM/PHONE SYSTEM/DATA**

Tenant will install burglar and fire alarm system (if required), phone system, customer queuing light system, public address system and all data cabling for those and other systems at its own cost and vendor. Contractor will supply necessary 120 volt outlets. Contractor will supply electric strikes at one front door and one rear door for Tenant to connect to their access control system.

**(9) CENTRAL AIR CONDITIONING SYSTEM**

- (A) EQUIPMENT: 1 - 12 ton and 1 - 7.5 ton Trane Packaged unit, rooftop units with outdoor air damper packages, and 1 - 1.5 ton mini-split system for computer room.
- (B) THERMOSTATS: Digital
- (C) DUCT WORK: Ductboard, 1.5" Duracoat, R-6 coated and flex system.
- (D) FILTRATION: Standard 1" filters.
- (E) GRILLES: Standard white, blade type, 24" x 24" lay-ins,
- (F) WARRANTY: 5 years on Compressor, 1 years on parts, 1 year on labor and materials.

**(10) DRYWALL AND ACOUSTICAL TILE CEILING**

- (A) All walls will be 1/2" regular drywall, except 5/8" firecode sheetrock on new demising firewall. Existing firewall on Family Dollar side is assumed to be the 3 hour wall as stenciled, ready for paint and no cost has been included for any repairs or upgrades.
- (B) All ceilings will be 2 x 2, reveal edge, random fissured tile with white standard grid.

**(11) EXTERIOR DOORS**

Front storefront will be reconfigured as shown on plans with similar quality materials. A new steel rear door will be added at rear wall as shown on plans.

**(12) INSULATION**

- (A) All interior walls to have 3.5" fiberglass batts (R-11).
- (B) All ceilings over conditioned areas will be insulated with R-19, 6" fiberglass batt for sound.
- (C) Existing underside of roof deck will be sprayed with R-20 open cell foam.

**(13) LUXURY VINYL TILE FLOORS**

All Bathrooms, janitor closet, electrical area, locker area, computer room, driver's license exam room, counter room, balance room, break room, store room, will receive LVT (luxury vinyl tile from Southland Floors – EQUINOX) floors with vinyl base. Public restroom walls will have standard Korogard in standard colors.

**(14) INTERIOR TRIM**

All trim will be finger joint.

**CHAIR RAIL**

Two piece chair rail to be installed on lobby side of walls up to apx 4' and carpet below on wall.

**BASEBOARD**

All areas will have 4" vinyl base except areas with chair rail and wall carpet will have 1 x 6 with 5" OG wood base board installed.

**DOORS**

All areas will have metal door jambs with solid core birch doors except 2 lobby doors, 2 teller line doors, 4 doors for manager's office, balance room, DL room and break room, which will have half lite doors.

**SHELVING**

Contractor to supply and install heavy duty shelving from Lowes in Store room similar to Marietta.

**FIXED GLASS**

Provide 6 fixed glass view windows.

**GREETER STATION**

Install 7' high mill finish aluminum storefront with an out swinging glass door around greeter booth with one 42" high transaction tops and a 30" high ADA transaction top.

**(15) LOCKS**

Locks to be US Lock, lever locks, with satin chrome finish.

**(16) CABINETS**

We propose to furnish the laminate cabinetry and countertops for the 6,656 sf space similar to the Marietta location. This includes 15 teller stations (4 stations will be ADA height), Hazmat fingerprint station, 4 photo areas, 8 vision test stations, 42" high greeter desk with 30" height for ADA, 2 supervisor counters, 3 work countertops behind teller area, countertops in balance room and counting room, driver's license test area with 4 desk spaces.

**(17) MIRRORS, GRAB-BARS, BABY CHANGING STATION, MISC**

Contractor will install mirrors and grab bars in all restrooms. Toilet paper and soap dispensers will be installed in all restrooms. Install baby changing station in two restrooms that will be furnished by the Duval County Tax Collector. Coat hooks on back of all bathrooms doors, hang misc cork boards, medium tint installed on front glass, thermos stat lockboxes, door closers on lobby doors, foot rail holders at teller stations, data boxes at each teller station.

**(18) APPLIANCES**

GE – Appliances in White, 1 - GTE21GTHWW - 21 cf fridge with icemaker, 2 – JES1657SMSS – countertop microwaves. No warranty except manufacturer's warranty.

**(19) PAINTING**

- (A) All interior walls to receive two coats of interior Satin Scuff-X latex paint, one color thru-out.
- (B) All interior trim will receive two coats of semi-gloss latex paint, one color thru-out.
- (C) No exterior paint work.

**(20) FLOOR COVERING**

All interior areas not covered with LVT will be carpeted with Textures (or equal) direct glue down commercial carpet by Mohawk from samples provided.

**(21) FIRE EXTINGUISHERS/ FIRE SPRINKLER SYSTEM**

Provide fire extinguishers to meet code for office use.  
Contractor has not included any fire sprinkler work.

**(22) CLEAN-UP**

All debris will be removed from site and all areas left clean and ready for occupancy.

**(23) SUBSTITUTIONS**

Contractor reserves the right due to possible conflicts with shipping, pricing, installation, strikes or any other reasons that would affect the installation of a particular item to substitute an item of equal properties.



**EXHIBIT E**  
**INSURANCE REQUIREMENTS**

The Landlord shall require the General Contractor and its subcontractors of any tier to procure and maintain insurance of the types and limits specified and other persons performing work to procure and maintain insurance, at its sole expense, during the construction term of the Tenant Improvements, of the types and in the minimum amounts stated below:

(i) General Contractor Insurance Requirements

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

Workers Compensation	Florida Statutory Coverage
Employer's Liability (Including appropriate Federal Acts)	\$1,000,000 Each Accident
	\$1,000,000 Disease Policy Limit
	\$1,000,000 Each Employee/Disease

Commercial General Liability - Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CG0001) as filed for use in the State of Florida without any restrictions endorsements other than those which are required by The State of Florida or those which, under an ISO Filing, must be attached to the policy (i.e. Mandatory endorsement) including but not limited to Broad Form Property Damage, Blanket Contractual, independent contractors, subconsultants or contractors and sub-subconsultants or sub-subcontractors. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

\$4,000,000 General Aggregate
\$4,000,000 Products/Comp. Ops Aggregate
\$3,000,000 Personal/Advertising Injury
\$3,000,000 Each Occurrence
\$5,000 Medical Expenses (Any one person)

General Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Tenants Improvements. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01) without any restrictive endorsements other than those than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

Automobile Liability	\$3,000,000 Combined Single Limit
(Coverage for all automobiles-owned, hired or non-owned)	

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements

other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement). An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

### **Additional Insurance Provisions**

Certificates of Insurance. General Contractor and/or Landlord shall deliver the City Certificates of Insurance that shows the corresponding City Contract or Bid Number in the Description, Additional Insureds, Waivers of Subrogation and Primary & Non-Contributory statement as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than ISO Form CG2010 and ISO Form CG2037. Additional Insured for Automobile Liability shall be in a form no more restrictive than ISO Form CA2048.

All coverages to be effective prior to the work commencement and performance of this project. The General Contractor's Commercial General Liability and Excess or Umbrella Liability policies (if any) shall be effective as to claims made within five years after construction of the Tenant Improvements is completed and all other as noted in this document. The above Indemnification provision is separate and is not limited by the type of insurance or insurance amounts stated above.

The insurance provided by the General Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

The General Contractor shall include a Waiver of Subrogation on all required insurance in favor of the Tenant, its City council members, officers, employees, and agents and successors in interest to the leasehold premises. Said Additional Insured and Waiver of Subrogation endorsement must be provided with the certificate of insurance.

The deductible amounts for any peril shall be deemed usual and customary in the insurance industry. All deductibles and self-insured retentions associated with coverages required herein shall remain the sole and exclusive responsibility of the General Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to any of the insurance required herein

Compliance with the insurance requirements of this Lease shall not limit the liability of the General Contractor or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Lease or otherwise.

Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured. Depending upon the nature of any aspect of this project and its accompanying exposures and liabilities, the City may, at its sole option, require additional insurance coverages in amounts responsive to those liabilities which may or may not require that the City also be named as an additional insured.

All of the foregoing insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, *Florida Statutes*. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better. Prior to commencing any work on the project, Certificates of Insurance, Additional Insured Endorsement and Waiver of Subrogation approved by the City's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to the City. The Company shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the General Contractor shall provide said a thirty (30) days written notice of any change in the above coverage limits or cancellation, including expiration or non-renewal.

Anything to the contrary notwithstanding, the liabilities of the General Contractor under this Lease shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the General Contractor, shall relieve the Landlord and General Contractor or other Person providing service to the facility including and not limited to sub-contractors from responsibility to provide insurance as required by the contract.

(ii) Design Professional Insurance Requirements.

The Landlord will require the Design Professional and its subcontractors(s) of any tier to procure and maintain insurance of the types and limits specified and other persons performing work to procure and maintain insurance, at its sole expense, during the term of this project, insurance of the types and in the minimum amounts stated below:

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

Workers Compensation	Florida Statutory Coverage
Employer's Liability (Including appropriate Federal Acts)	\$1,000,000 Each Accident
	\$1,000,000 Disease Policy Limit
	\$1,000,000 Each Employee/Disease

Commercial General Liability - Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CG0001) as filed for use in the State of Florida without any restrictions endorsements other than those which are required by The State of Florida or those which, under an ISO Filing, must be attached to the policy (i.e. Mandatory endorsement) including but not limited to Broad Form Property Damage, Blanket Contractual, independent contractors, subconsultants or contractors and sub-subconsultants or sub-subcontractors. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

\$2,000,000 General Aggregate
\$2,000,000 Products/Comp. Ops Aggregate
\$1,000,000 Personal/Advertising Injury
\$1,000,000 Each Occurrence
\$5,000 Medical Expenses (Any one person)

Automobile Liability	\$1,000,000 Combined Single Limit
(Coverage for all automobiles-owned, hired or non-owned)	

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

Design Professional Liability

\$1,000,000 Per Claim & Aggregate

Such insurance shall be on a form acceptable to the Tenant and shall cover for those sources of liability arising out of the rendering or failure to render the Services required in this contract. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

#### **Additional Insurance Provisions**

Certificates of Insurance. Design Professional and/or Landlord shall deliver the City Certificates of Insurance that shows the corresponding City Contract or Bid Number in the Description, Additional Insureds, Waivers of Subrogation and Primary & Non-Contributory statement as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than ISO Form CG2010. Additional Insured for Automobile Liability shall be in a form no more restrictive than ISO Form CA2048.

All coverages to be effective prior to the work commencement and performance of this project. The Design Professional's Commercial General Liability and Excess or Umbrella Liability policies (if any) shall be effective as to claims made within five years after construction of the Tenant Improvements is completed and all other as noted in this document. The above Indemnification provision is separate and is not limited by the type of insurance or insurance amounts stated above.

The insurance provided by the Design Professional shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

The Design Professional shall include a Waiver of Subrogation on all required insurance in favor of the Tenant, its City council members, officers, employees, and agents and successors in interest to the leasehold premises. Said Additional Insured and Waiver of Subrogation endorsement must be provided with the certificate of insurance.

The deductible amounts for any peril shall be deemed usual and customary in the insurance industry. All deductibles and self-insured retentions associated with coverages required herein shall remain the sole and exclusive responsibility of the Design Professional. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to any of the insurance required herein.

Compliance with the insurance requirements of this Lease shall not limit the liability of the Design Professional or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Lease or otherwise.

Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured. Depending upon the nature of any aspect of this project and its accompanying exposures and liabilities, the City may, at its sole option, require additional insurance coverages in amounts responsive to those liabilities which may or may not require that the City also be named as an additional insured.

All of the foregoing insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, *Florida Statutes*. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better. Prior to

commencing any work on the project, Certificates of Insurance, Additional Insured Endorsement and Waiver of Subrogation approved by the City's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to the City. The Company shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the General Contractor shall provide said a thirty (30) days written notice of any change in the above coverage limits or cancellation, including expiration or non-renewal.

Anything to the contrary notwithstanding, the liabilities of the General Contractor under this Lease shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the General Contractor, shall relieve the Landlord and General Contractor or other Person providing service to the facility including and not limited to sub-contractors from responsibility to provide insurance as required by the contract.

Professional Liability

\$1,000,000 Per Claim & Aggregate

All coverages to be effective prior to the work commencement and performance of the project work. The Design Professional's Commercial General Liability and Excess or Umbrella Liability policies shall be effective as to claims made within five years after construction of the Tenant Improvements is completed and all other as noted in this document. The above Indemnification provision is separate and is not limited by the type of insurance or insurance amounts stated above.

(The City of Jacksonville shall be endorsed as an additional insured under all of the above Commercial General Liability coverage and Automobile Liability on a form no more restrictive than the most current version filed for use in Florida of CG2010 for all coverage. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City).

All coverages to be effective prior to the work commencement and performance of this project work. The Design Professional's Commercial and General Liability Umbrella Liability policies shall be effective as to claims made within five years after construction of the Project Improvements is completed and all other as noted in this document. The above indemnification provision is separate and is not limited by the type of insurance or insurance amounts stated above.

Design Professional, its employees, agent, subcontractors shall specify the Tenant as an additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by the Tenant. The Design Professional, its employees, agents and subcontractor(s) shall provide Waiver of Subrogation on all required insurance in favor of the Tenant, its City council members, officers, employees, and agents and successors in interest to the leasehold premises.

The Design Professional, its employees, agents and subcontractor(s) of any tier shall include a Waiver of Subrogation on all required insurance in favor of the Tenant, its City council members, officers, employees, and agents and successors in interest to the leasehold premises. Said Additional Insured and Waiver of Subrogation endorsement must be provided with the certificate of insurance.

The deductible amounts for any peril shall be deemed usual and customary in the insurance industry. Consultant shall be responsible for payments of its deductible(s).

Depending upon the nature of any aspect of this project and its accompanying exposures and liabilities, the City may, at its sole option, require additional insurance coverages in amounts responsive to those liabilities which may or may not require that the City also be named as an additional insured.

All of the foregoing insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, *Florida Statutes*. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better. Prior to commencing any work on the project, Certificates of Insurance, Additional Insured Endorsement and Waiver of Subrogation approved by the City's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to the City. The Company shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the Design Professional shall provide said a thirty (30) days written notice of any change in the above coverage limits or cancellation, including expiration or non-renewal.

Anything to the contrary notwithstanding, the liabilities of the Design Professional under this Lease shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the Design Professional, shall relieve the Landlord and Design Professional or other Person providing service to the facility including and not limited to sub-contractors from responsibility to provide insurance as required by the contract.

The Design Professional's certificates of insurance shall be mailed to the City of Jacksonville (Attention: Duval County Tax Collector), 231 E. Forsyth Street, Jacksonville, Florida 32202.

Any subcontractors and sub-subconsultants or sub-subcontractors of the Design Professional shall procure and maintain the insurance required of the Design Professional hereunder during the life of the subcontract and shall be effective as to claims made within five years after construction of the PD Improvements is complete. The subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by the Design Professional. The Design Professional shall submit subcontractors' Certificates of Insurance to the Tenant prior to allowing subcontractors to perform any work on the premises.