

AMENDMENT THREE TO LEASE AGREEMENT

THIS **AMENDMENT THREE TO LEASE AGREEMENT** (this “Amendment Three”) is made and entered into effective as of the ____ day of _____, 2024 (the “Amendment Three Effective Date”) by and between the **CITY OF JACKSONVILLE**, a municipal corporation and political subdivision of the State of Florida, whose address for purposes of this Amendment Three is: City of Jacksonville c/o Office of Economic Development, Attention: Finance and Compliance, 117 West Duval Street, Suite 275, Jacksonville, Florida 32202 (“Landlord”), and **FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, FLORIDA FOREST SERVICE**, a public body of the State of Florida, (“Tenant”) whose address for purposes of the Lease is 3125 Conner Boulevard, Tallahassee, Florida 32399-1650.

RECITALS:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated July 30, 2021, as amended by that certain Contract Amendment dated July 7, 2022, as further amended by that certain Contract Amendment dated June 1, 2023 (collectively, the “Lease” aka FDACS Contract # 27823), as authorized by Ordinance 2021-239-E, for the lease of approximately 1,800 square feet in Building 374 located at Cecil Commerce Center, 6146 Authority Avenue, Jacksonville, Florida 32221, all as more particularly set forth in the Lease; and

WHEREAS, the Lease is in full force and affect in accordance with its terms and is scheduled to expire on July 29, 2024 and Tenant has no further options to renew;

WHEREAS, Tenant has requested to extend the Term of the Lease by an additional one (1) year, and provide for two (2) additional options to renew for additional one (1) year terms; and

WHEREAS, Landlord and Tenant desire to amend the Lease to provide for the extension of the Term of the Lease, pursuant to the terms, covenants and conditions as more particularly set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, Landlord and Tenant agree as follows:

1. *Recitals.* The Recitals set forth above are true and correct and are incorporated as if fully set forth herein.

2. *Definitions.* Capitalized terms shall have the meanings ascribed to such terms in the Lease unless otherwise defined herein.

3. *Term.* Effective as of the Amendment Three Effective Date, Section 1.6 of the Original Lease, as previously amended in Amendment Three, is hereby further amended in order to extend the Term of the Lease for the period commencing upon July 30, 2024 and expiring on July 29, 2025 (the “Amendment Three Renewal Term”). As of July 30, 2024, all references to the defined term “Term” shall mean the Amendment Three Renewal Term, as may be extended by any Option Periods (as hereinafter defined).

4. *Renewal Option.* Effective as of the Amendment Three Effective Date, Section 1.4 of the Lease is hereby deleted and replaced with the following:

“1.4 **Renewal Option.** Effective as of July 30, 2024, Tenant shall have two (2) options to renew, each for one (1) year (each, an “Option Period”) by giving written notice of the exercise of each Option Period not less than one month prior to the expiration of the then-current Term. The Landlord has the right to terminate this Lease at the end of the Term or any Option Period by giving written notice to the Tenant of not less than thirty (30) days prior to the expiration of the then-current term.”

5. *Termination Option.* Effective as of the Amendment Three Effective Date, Section 1.7 of the Lease is hereby deleted and replaced with the following:

“1.7 **Termination Option.** Notwithstanding the foregoing, or any other provision of this Lease to the contrary, the Landlord has the right to terminate this Lease at any time during the Term or any Option Period by giving written notice to the Tenant at least ninety (90) days prior to the termination date. In the event Landlord exercises its termination option, Landlord agrees to endeavor, but shall in no event be obligated, to find alternative space for Tenant within the Cecil Commerce Center. In addition, the Tenant has the right to terminate this Lease at any time during the Term or any Option Period by giving written notice to the Landlord at least ninety (90) days prior to the termination date.”

6. *Rent.* Section 3.1 of the Lease is hereby amended to provide that, during the Amendment Three Renewal Term and any Option Periods, Tenant shall pay base rent in the amount of **\$1.00** per year (plus Florida/Duval County sales tax, if applicable) and a CAM fee at the rate of **\$200.00** per month (plus Florida/Duval County sales tax, if applicable), in the manner set forth in Section 3.1 of the Lease.

7. *Brokerage.* Tenant represents to Landlord that Tenant has not had any dealings with any real estate broker, finder or intermediary with respect to this Amendment Three. Tenant represents and warrants to Landlord, that, to Tenant’s knowledge, no other broker, agent or finder (a) negotiated or was instrumental in negotiating or consummating this Amendment Three on its behalf, or/and (b) is or might be entitled to a commission or compensation in connection with this Amendment Three. Any broker, agent or finder of Tenant whom Tenant has failed to disclose herein shall be paid by Tenant. Subject to the limitations and provisions of Chapter 284 and Section 768.28, Florida Statutes, Tenant shall hold Landlord harmless from and against any and all claims, judgments, causes of action, damages, losses liabilities and expenses resulting from any breach by agent or finder undisclosed by Tenant herein. The foregoing provision shall survive the expiration or earlier termination of this Amendment Three.

8. *Ratification.* The Lease remains in full force and effect except as expressly modified by this Amendment Three and is ratified and confirmed. If there is a conflict between the terms of the Lease and this Amendment Three, the terms of this Amendment Three shall control. Tenant further acknowledges that it has no claims, counterclaims, defenses or setoffs against Landlord or Landlord’s property manager arising in connection with the Lease or Tenant’s occupancy of any premises, including, without limitation, in connection with any amounts paid by Tenant to Landlord, throughout the Term of the Lease, for Tenant’s share of expenses associated with the management and operation of the property.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment Three as of the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

James R. McCain, Jr.
Corporation Secretary

By: _____
Donna Deegan, Mayor

Form Approved (as to Landlord only):

By: _____
Office of General Counsel

**FLORIDA DEPARTMENT OF
AGRICULTURE AND CONSUMER
SERVICES, FLORIDA FOREST SERVICE, a**
public body of the State of Florida

By: _____
Name: Joey B. Hicks
Title: Director, Division of Administration

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