

1 Introduced by the Council President at the request of the Mayor:
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4 **ORDINANCE 2024-199-E**

5 AN ORDINANCE APPROVING AND AUTHORIZING THE
6 MAYOR, OR HER DESIGNEE, AND CORPORATION
7 SECRETARY TO EXECUTE AND DELIVER AN AMENDMENT
8 THREE TO LEASE AGREEMENT BETWEEN THE CITY OF
9 JACKSONVILLE ("CITY") AND GRACE AEROSPACE LLC
10 ("TENANT"), EXTENDING THE TERM OF THE LEASE TO
11 MARCH 31, 2027 WITH RESPECT TO THE LEASED SPACE
12 LOCATED IN BUILDING 905, WITH TWO (2) ONE-YEAR
13 RENEWAL OPTIONS, AT A MONTHLY RENTAL RATE OF
14 \$16,464.73, WITH THREE PERCENT (3%) ANNUAL RENT
15 INCREASES, AND WITH A COMMON AREA MAINTENANCE
16 FEE OF \$200.00 PER MONTH, AND REQUIRING TENANT
17 TO SURRENDER ALL LEASED SPACE LOCATED IN
18 BUILDING 905-1, EACH BUILDING LOCATED GENERALLY
19 AT 13541 LAKE NEWMAN STREET, JACKSONVILLE,
20 FLORIDA, IN CECIL COMMERCE CENTER; PROVIDING FOR
21 CITY OVERSIGHT BY THE OFFICE OF ECONOMIC
22 DEVELOPMENT; PROVIDING AN EFFECTIVE DATE.

23
24 **WHEREAS**, the City of Jacksonville ("City") and Grace Aerospace
25 LLC ("Tenant"), formerly known as Grace Electronics LLC, previously
26 entered into that certain Cecil Commerce Center Lease Agreement dated
27 April 1, 2017, as authorized by 2016-727-E, as amended by that certain
28 Amendment One to Cecil Commerce Center Lease Agreement dated June 19,
29 2018, as authorized by 2018-309-E, and as further amended by that
30 certain Amendment Two to Cecil Commerce Center Lease Agreement dated
31 April 19, 2019, as authorized by 2019-137-E (collectively, the

1 "Lease"), for the lease of Building 905 ("Building 905") and Building
2 905-1 ("Building 905-1"), at Cecil Commerce Center located generally
3 at 13541 Lake Newman Street, Jacksonville, Florida; and

4 **WHEREAS**, Tenant has requested to extend the term of the Lease
5 with respect to its leased premises in Building 905 to March 31,
6 2027, with two (2) one-year renewal options, and surrender and vacate
7 its leased premises in Building 905-1; and

8 **WHEREAS**, the Lease is in full force and effect in accordance
9 with its terms and is scheduled to expire on March 31, 2024; and

10 **WHEREAS**, the Tenant has requested the City to enter into an
11 Amendment Three to Lease Agreement in substantially the form placed
12 **On File** with the Legislative Services Division (the "Amendment")
13 having an effective date of March 31, 2024 to maintain lease
14 continuity and avoid any holdover rent; now therefore,

15 **BE IT RESOLVED** by the Council of the City of Jacksonville:

16 **Section 1. Approval and authorization to execute Amendment**
17 **Three to Lease Agreement approved.** There is hereby approved, and
18 the Mayor or her designee and Corporation Secretary are authorized
19 to enter into the Amendment. The Amendment extends the term of the
20 Lease with respect to the leased premises in Building 905 to March
21 31, 2027, with two (2), one-year renewal options, at a monthly base
22 rental rate of \$16,464.73, comprised of \$15,696.57 with respect to
23 27,080 sq. ft. of industrial space in Building 905 and \$768.16 with
24 respect to 3,276 sq. ft. of storage space in Building 905, with three
25 percent (3%) annual rent escalations, and with a Common Area
26 Maintenance fee of \$200.00 per month, and requires the Tenant to
27 surrender and vacate its leased premises in Building 905-1, with all
28 other terms and conditions of the Lease remaining unchanged.

29 **Section 2. Oversight Department.** The Office of Economic
30 Development shall oversee the project described herein.

31 **Section 3. Effective Date.** This Ordinance shall become

1 effective upon signature by the Mayor or upon becoming effective
2 without the Mayor's signature.

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4 Form Approved:

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6 /s/ Joelle J. Dillard

7 Office of General Counsel

8 Legislation prepared by: Joelle J. Dillard

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