

FOURTH AMENDMENT TO GRANT AGREEMENT

This **FOURTH AMENDMENT TO GRANT AGREEMENT** (this “Amendment”) is made this ____ day of _____, 2021 (the “Effective Date”), between the **CITY OF JACKSONVILLE**, a municipal corporation and a political subdivision of the State of Florida (the “City”), and **CLARA WHITE MISSION, INC.**, a Florida not-for-profit Corporation (the “Company”). All capitalized terms not otherwise defined herein shall have the meaning as set forth in the Agreement, as defined below.

RECITALS:

WHEREAS, the City and Company have previously entered into that certain Grant Agreement dated May 2, 2019, City Contract number 6976-76, as authorized by Ordinance 2018-509-E, as amended by that certain Amendment One dated December 20, 2019, as further amended by that Amendment Two dated May 18, 2020, as authorized by Ordinance 2020-199-E, as further amended by that Amendment Three dated June 30, 2020 (collectively, the “Agreement”), to support the White Harvest Farms & Market Project, as further detailed in the Agreement; and

WHEREAS, Amendment One to the Agreement was a technical amendment that authorized a six (6) month extension to the Project Commencement Date from January 1, 2020 to July 1, 2020, a corresponding extension in the Completion of Construction Date from December 31, 2020 to June 30, 2021, and a corresponding extension in the Sales Commencement Date of January 31, 2021 to July 31, 2021; and

WHEREAS, Amendment Two to the Agreement removed the pedestrian bridge from the Project Scope and Eligible Grant Expenditures; and

WHEREAS, Amendment Three to the Agreement was a technical amendment that authorized a six (6) month extension to the Project Commencement Date from July 1, 2020 to January 1, 2021, a corresponding extension in the Completion of Construction Date from June 30, 2021 to December 31, 2021, and a corresponding extension in the Sales Commencement Date of July 31, 2021 to January 31, 2022; and

WHEREAS, due to unanticipated delays due to supply chain interruptions and labor shortages resulting from the COVID-19 pandemic, the Company has requested a six (6) month extension to the Completion of Construction Date from December 31, 2021 to June 30, 2022, and a corresponding extension in the Sales Commencement Date from January 31, 2022 to July 31, 2022; and

WHEREAS, the Company has requested, and the City has agreed, to amend the Agreement in accordance with the foregoing;

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, City and Company hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and hereby incorporated herein by this reference.

2. Revisions to Paragraph 3.1 of Agreement. Paragraph 3.1 of the Agreement regarding the Performance Schedule is hereby deleted in its entirety and replaced with the following language:

“3.1 Performance Schedule.

The Company and the City have jointly established the following dates for the performance of each party's respective obligations under this Agreement, all of which the Company agrees and covenants to perform and produce as follows (herein called the "Performance Schedule"):

- (a) Obtaining on or before January 1, 2021, and maintaining at all times the licenses and permits to operate a commercial farm, market and training facility, such as the following:
 - Federal
 - Farm Labor Contract Employee
 - U.S. Department of Agriculture
 - U.S. Environmental Protection Agency
 - State
 - Florida Department of Agriculture
 - Florida Department of Environmental Protection
 - St. Johns River Water Management District
 - Florida Department of Business and Professional Regulation
 - Regional (City of Jacksonville)
 - Planning Department
 - Public Works
- (b) Start of construction of the Improvements on or before January 1, 2021;
- (c) Completion of Improvements on or before June 30, 2022;
- (d) Sales of produce which is produced on the Project Parcel as a byproduct of the Improvements (i.e. produce that is addition to the produce grown before the Improvements were constructed) or sold in the farmer's market operation commencing no later than July 31, 2022;
- (e) Exclusively using and occupying the educational facility/classrooms, market and parking areas, irrigation, greenhouse, and processing center as part of the commercial farm on the Project Parcel, and keeping the educational facility/classrooms, market, parking areas, greenhouse, and processing center components of the Project open, active, fully staffed (with at least 2 employees at all times) and equipped during the hours of 10 AM and 2 PM for three (3) days each week of the calendar year commencing on the completion of the

Improvements and continuing on an uninterrupted basis for five (5) years except while the Improvements are uninhabitable by reason of fire or other unavoidable casualty ("Continuous Use Covenant"); and

The City and the Company have approved this Performance Schedule. By the execution hereof, and subject to the terms of this Agreement, the Company hereby agrees to undertake and complete the construction and development of the Project in accordance with this Agreement and the Performance Schedule, and to comply with all of the Company's obligations set forth herein."

3. Revisions to Paragraph 4.2 of Agreement. Paragraph 4.2 of the Agreement regarding the Completion of Work is hereby deleted in its entirety and replaced with the following language:

"4.2 Completion of the Work. The Company shall complete scope of work for the construction of the Improvements as further described in **Exhibit C** ("Work") by no later than June 30, 2022 (the "Improvement Completion Date"). For purposes of this Agreement, completion of the Work shall be deemed to have occurred only when the following conditions (the "Project Completion Conditions") shall have been satisfied:

- (a) The Company shall furnish to the City a certificate of occupancy or its equivalent (if available in the jurisdiction) or such other permits and/or certificates (including a certificate of substantial completion from the architect) as shall be required to establish to the City's satisfaction that the Work has been properly completed and is not subject to any violations or uncorrected conditions noted or filed in any City department;
- (b) The Company shall submit to the City a proper contractor's final affidavit and full and complete releases of liens from each contractor, subcontractor and supplier, or other proof satisfactory to the City, confirming that final payment has been made for all materials supplied and labor furnished in connection with the Work;
- (c) The Work shall have been finally completed in all respects in accordance with the Project Description, as verified by a final inspection report satisfactory to the City, certifying that the Work has been constructed in a good and workmanlike manner and is in satisfactory condition. In the event the City determines that there is a deficiency with the Work, the City reserves the right to require that an escrow be established in an amount satisfactory to the City to remedy such deficiency."

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterparts to this Amendment may be sent by pdf or other electronic means and shall be acceptable and binding for all purposes.

SAVE AND EXCEPT as expressly amended by this instrument, the provisions, terms and conditions in said Agreement shall remain unchanged and shall continue in full force and effect.

[Remainder of page left blank intentionally; signatures on following page.]

IN WITNESS WHEREOF, this Amendment is executed the day and year above written.

ATTEST:

CITY OF JACKSONVILLE

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry, Mayor

WITNESS:

CLARA WHITE MISSION, INC.

Print Name: _____

By: _____

Name: _____

Its: _____

Date: _____

Print Name: _____

FORM APPROVED:

Office of the General Counsel

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