

**SECOND AMENDMENT
TO
PARKING RIGHTS AGREEMENT
BETWEEN
CITY OF JACKSONVILLE
AND
JBdF, INC.**

THIS SECOND AMENDMENT to Parking Rights Agreement is made and entered into as of this ____ day of _____, 2021, but made effective as of January 1, 2021, by and between the CITY OF JACKSONVILLE, FLORIDA (the “City”), a municipal corporation and political subdivision of the State of Florida, and JBdF, Inc., a Florida corporation (the “Developer”).

RECITALS:

WHEREAS, on November 18, 2014, City and Developer made and entered into City of Jacksonville Contract No. 10061 (as amended, the “Agreement”) pursuant to which City granted Developer the right to use up to two hundred (200) parking spaces in the Yates Building Garage (the “Facility”); and

WHEREAS, pursuant to that certain First Amendment to the Agreement dated May 15, 2019, the Developer was provided an additional fifty (50) parking vouchers for public parking by guests, invitees and designees of the Developer and the term of the Agreement was extended to December 31, 2020; and

WHEREAS, the parties inadvertently allowed the Agreement to expire on December 31, 2020, even though they had been discussing for some time before expiration of the Agreement their mutual desire to extend the term of the Agreement; and

WHEREAS, said Agreement should be amended further by extending the period of service from January 1, 2021, through September 30, 2021, and by phasing out contract discounts over a period of time, with all other provisions, terms, and conditions of said Agreement remaining in full force and effect; now therefore

IN CONSIDERATION of the above premises and the mutual obligations of the parties hereto, and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree to amend said Agreement as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein by this reference.

2. Section 1 of said Agreement is amended by extending the period of service from January 1, 2021, through September 30, 2021, and as amended shall read as follows:

“1. Duration of Agreement; Option to Renew. This Agreement shall commence on November 18, 2014, and terminate on September 30, 2021.”

2. Scope of Use Right. Paragraph 2 of said Agreement is hereby amended by phasing out contract discounts over a period of time, and as amended shall read as follows:

“2. Scope of Use Right. City will provide to the Developer, at a cost of \$1.00 per annum, parking for up to two hundred (200) vehicles, and an additional fifty (50) parking vouchers (collectively, the “Reserved Parking”), for public parking by guests, tenants, employees, invitees and designees of Developer and of the Building (collectively, the “Users”). For purposes of clarity, City is granting access to the Facility and parking for up to 250 vehicles; Developer shall not have rights to any specific parking spaces within the Facility. City shall continue to provide Developer such parking spaces at no charge for the period January 1, 2021, through March 31, 2021. Beginning April 1, 2021, the monthly rate charged Developer shall be fifty percent (50%) of the newly adopted monthly parking rate per space (\$30.00), and fifty percent (50%) of the hourly parking rate for vouchers, not including sales tax if applicable, and shall remain the same amount through September 30, 2021. Beginning October 1, 2021, the monthly rate charged Developer shall be the full monthly parking rate per space (\$60.00), and hourly parking rate for vouchers, not including sales tax if applicable. Developer shall (a) not use the Reserved Parking for any purpose other than for ingress and egress to and from the Reserved Parking and for parking automobiles in the Reserved Parking; (b) not obstruct any entranceways, driveways, exits, or emergency vehicle access areas located on the Facility; and (c) use its good faith, best efforts to prevent any act from occurring on or about the Reserved Parking that constitutes a nuisance or creates unpleasant or offensive noises or odors. In no event shall Developer use the Reserved Parking for any use which violates any ordinance, statute, law or regulation of any governmental body having jurisdictional authority over the Reserved Spaces. The Users shall have the use of and access to the Reserved Spaces under the same terms as other monthly and/or daily customers of the garage.”

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

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment on the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

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

By: _____
Lenny Curry, Mayor

Date: _____

WITNESS:

JBdF, Inc., a Florida corporation

Print Name: _____

By: _____

Name: _____

Its: _____

Print Name: _____

Date: _____

IN COMPLIANCE WITH the Charter of the City of Jacksonville, I do certify that there is or will be an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement in accordance with the terms and conditions thereof and that provision has been made for the payment of the monies provided therein to be paid.

Director of Finance
City Contract No. 10061, 2nd Amendment

Form Approved:

Office of the General Counsel