

AMENDMENT THREE TO CECIL COMMERCE CENTER LEASE AGREEMENT

THIS AMENDMENT THREE TO CECIL COMMERCE CENTER LEASE AGREEMENT (this "Amendment Three") is made and entered into effective as of _____, 2021 (hereinafter the "Amendment Three Effective Date"), by and between the **CITY OF JACKSONVILLE** (the "Landlord"), a municipal corporation and political subdivision of the State of Florida, and **CECIL FIELD POW/MIA MEMORIAL, INC.**, a Florida not-for-profit corporation (the "Tenant"), with offices located at 5628 Wolf Creek Drive, Jacksonville, Florida 32222.

RECITALS:

WHEREAS, Landlord and Tenant entered into that certain Cecil Commerce Center Lease Agreement dated October 2, 2017 (the "Original Lease"), which was amended by that certain Amendment One to Cecil Commerce Center Lease Agreement dated August 21, 2018 ("Amendment One"), and further amended by that certain Amendment Two to Cecil Commerce Center Lease Agreement dated March 1, 2021 ("Amendment Two", and together with the Original Lease and Amendment One, the "Lease") for the lease by Tenant of certain property within the Cecil Commerce Center, as further detailed in the Lease; and

WHEREAS, Landlord pursuant to Ordinance _____ has appropriated \$100,000 (the "Site Work Funds") from the Trail Ridge Landfill Mitigation funds as an advance payment for certain site work on a portion of the Ground Parcel for improvements related to a POW/MIA Memorial;

WHEREAS, Landlord and Tenant desire to amend the Lease according 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. *Site Work.* Subject to Section 5 below, Tenant shall perform the site work itemized on the quotation dated August 5, 2021 and attached hereto as Exhibit A (the "Site Work"). The Site Work shall be performed and completed in compliance with all federal, state, and local laws, codes and ordinances and in compliance with all of the terms and conditions of the Lease, including without limitation Article 7 of the Original Lease. The Site Work shall be done in the location depicted as Phase 1 on Exhibit B attached hereto, and no other portion of the Ground Parcel.

4. *Site Work Funds.* Tenant agrees that the Site Work Funds shall be used solely to pay for the Site Work. Subject only to the Site Work Funds, the Site Work shall be performed and completed at Tenant's sole cost and expense. Upon written request from Tenant, Landlord may, in its sole discretion, reallocate funding between any of the line items in Exhibit A so long as the total cost does not exceed \$100,000. In addition to all documentation and reporting required under the Lease, from time to time upon Landlord's written request and within ten (10) days after the completion of the Site Work, Tenant shall deliver to Landlord copies of all invoices, receipts, expense reports, proof of payment, and other documents requested by Landlord related to the Site Work and/or the Site Work Funds.

5. *Landlord Approval.* Prior to commencing the Site Work, Tenant shall submit to Landlord for its approval all plans and specifications, scope of work, identification of any trees or other plant material to be removed or thinned, construction contracts and all other documents or other information requested by

Landlord with respect to the Site Work. Tenant shall not commence the Site Work until it receives Landlord's prior written approval.

6. *Vertical Construction.* For avoidance of doubt, the Site Work Funds shall not be used for vertical construction and no vertical construction shall be commenced by Tenant on the Ground Parcel until Tenant has satisfied all conditions in the Lease, including without limitation Section 7.1 of the Original Lease, as amended.

7. *Installation of Displays.* For avoidance of doubt, the Site Work Funds shall not be used for any artifacts or display items, including, without limitation, airplanes, (the "Display Items") and no such items shall be installed on the Ground Parcel until Tenant has satisfied all conditions in the Lease, including without limitation Section 7.1 of the Original Lease, as amended. Notwithstanding anything in the Lease to the contrary, on or before the expiration or earlier termination of the Lease, Tenant shall remove any and all Display Items at its sole cost and expense. Any Display Items remaining on the Premises after the expiration or earlier termination of the Lease shall be deemed to be legally abandoned by Tenant ("Abandoned Property") and may be disposed of or utilized by Landlord in any manner whatsoever. Tenant shall promptly reimburse Landlord for the cost of any removal and storage of any Abandoned Property, and shall indemnify and hold Landlord harmless for any and all losses and expenses arising out of such abandonment. Tenant hereby waives any and all rights and remedies under the Lease and/or Florida law with respect to the Abandoned Property.

8. *Brokerage.* Tenant represents and warrants that it has neither consulted nor negotiated with any broker or finder with respect to the Premises and/or this Amendment Three. Landlord shall not pay any commissions or fees that payable to any brokers or finders with respect to this Amendment Three. Tenant shall indemnify and hold Landlord harmless from any and all damages resulting from claims that may be asserted against indemnified party by any broker(s), finder(s) or other person, claiming to have represented Tenant in connection with this Amendment Three or any amendment or extension hereto. The provisions of this Section shall survive the termination of the Lease.

9. *Maximum Indebtedness.* The maximum indebtedness of the City for all fees, reimbursable items or other costs for the Site Work or otherwise pursuant to this Amendment Three shall not exceed the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00).

10. *Counterparts; Electronic Transmission.* This Amendment Three may be executed in one or more counterparts, each of which shall be deemed an original. The signatures to this Amendment Three may be executed on separate pages, and when attached to a counterpart of this Amendment Three, shall constitute one complete document. Delivery of an executed counterpart by electronic transmission shall have the same effect as delivery of an original ink counterpart.

11. *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 the 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 to follow.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment Three by their duly authorized representatives to be effective as of the Amendment Three Effective Date.

ATTEST:

CITY OF JACKSONVILLE

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

By: _____
Lenny Curry, Mayor

In accordance with Section 24.103(e) of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

Director of Finance
Amendment Three to Lease

Form Approved (as to Landlord only):

Office of General Counsel

WITNESS:

By: _____
Name: _____

CECIL FIELD POW/MIA MEMORIAL, INC.,
a Florida not-for-profit corporation

By: _____
Name: _____
Title: _____

WITNESS:

By: _____
Name: _____

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EXHIBIT A
SITE WORK

Cecil Field POW/MIA Memorial, Inc.

Quotation

Remember, Honor, Educate

6112 POW-MIA Memorial Pkwy
Jacksonville, FL 32221
Phone: (904) 303-8907

DATE August 5, 2021
Quotation # 1
Customer ID COJ

Bill To:

Quotation valid until: September 15, 2021

Daryl Joseph
City of Jacksonville
Parks, Recreation & Social Services
117 W. Duval St
Jacksonville, FL 32202
Phone: (904) 255-7903

Prepared by: Pat Geer

Comments or special instructions:

None

Description	AMOUNT
Site Work for POW/MIA Phase 1 Aircraft Display and Park Area	\$ 100,000.00
Work included under Site Work:	
1. Site Demolition	
2. Construction Entrance	
3. Clearing of Remaining Trees	
4. Erosion Control and Tree Protection Maintenance	
5. Grading - Existing Fill to Balance	
6. 12" Stabilization (LBR 40)	
7. 6" Limerock (LBR 100)	
8. Ribbon Curb	
TOTAL	\$ 100,000.00

Contacts for questions about this quotation:

Pat Geer (904) 354-7901 pat@geerservices.com
Mike Cassata, (904) 813-8162 cecilfieldpowmia@gmail.com

THANK YOU FOR YOUR CONSIDERATION!

EXHIBIT B
SITE WORK LOCATION

■ Phase 1

