

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO THE LEASE AGREEMENT (hereinafter "Amendment") is made by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, on behalf of Nassau County Public Library System, whose address is 96135 Nassau Place, Suite 1, Yulee, Florida 32097 (hereinafter the "Tenant"), and WEST NASSAU LAND DEVELOPMENT, LLC, a Florida limited liability company, whose address is 10562 New Kings Road, Jacksonville, Florida 32219 (hereinafter the "Landlord").

WITNESSETH:

WHEREAS, the Parties previously entered into that certain Lease Agreement dated June 17, 2020 ("Agreement") for Tenant's lease of Landlord's premises located at 450077 State Road 200 #15, Callahan, Florida, 32011 (the "Premises")¹;

WHEREAS, the initial term of the Agreement is July 1, 2020 to June 30, 2025;

WHEREAS, the Agreement allowed the Tenant to renew the Agreement for two (2) consecutive renewal terms of five (5) years each, upon notice by Tenant to Landlord at least ninety (90) days prior to expiration of the term;

WHEREAS, Tenant timely provided said written notice of its intent to renew the Agreement for the first renewal term; and

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Agreement as follows:

SECTION 1. The Term of the Agreement is extended by the first of two (2) renewal terms of five (5) years each. The first renewal term shall commence on July 1, 2025 and end on June 30, 2030 (the "First Renewal Term").

SECTION 2. The Minimum Rent, as defined in Section 1.iii. of the Agreement, that will be in effect during the First Renewal Term is FOURTEEN AND 00/100 DOLLARS (\$14.00) per square foot per annum for the first three Lease Years of the First Renewal Term, and FIFTEEN AND 00/100 DOLLARS (\$15.00) per square foot per annum for the fourth and fifth Lease Years of the First Renewal Term.

SECTION 3. The Common Area Maintenance ("CAM"), as defined in Section 1.vii. of the Agreement, that will be in effect during the First Renewal Term is FOUR AND 67/100 DOLLARS (\$4.67) per square foot per annum for the first Lease Year of the First Renewal Term. At the commencement of each Lease Year thereafter, CAM shall be increased by THREE PERCENT (3%).

¹ In the Agreement, the Premises were described as "store number 14," but the Premises are actually known as #15. [CONFIRM]



SECTION 4. For the avoidance of doubt, the Minimum Rent and CAM for each Lease Year for the First Renewal Term are calculated as follows:

	Lease Year 1 (July 1, 2025 – June 30, 2026)	Lease Year 2 (July 1, 2026 – June 30, 2027)	Lease Year 3 (July 1, 2027 – June 30, 2028)	Lease Year 4 (July 1, 2028 – June 30, 2029)	Lease Year 5 (July 1, 2029 – June 30, 2030)
<i>Min Rent (psf)</i>	\$14 psf	\$14 psf	\$14 psf	\$15 psf	\$15 psf
<i>Total Annual Min Rent (4,800 sf)</i>	\$67,200	\$67,200	\$67,200	\$72,000	\$72,000
<i>Monthly Min Rent</i>	\$5,600	\$5,600	\$5,600	\$6,000	\$6,000
<i>CAM (psf)</i>	\$4.67 psf	\$4.81 psf	\$4.95 psf	\$5.10 psf	\$5.26 psf
<i>Total Annual CAM (4,800 sf)</i>	\$22,416.00	\$23,088.50	\$23,781.10	\$24,494.60	\$25,229.40
<i>Monthly CAM</i>	\$1,868.00	\$1,924.04	\$1,981.76	\$2,041.21	\$2,102.45
MONTHLY MIN RENT AND CAM TOTAL	\$7,468.00	\$7,524.04	\$7,581.76	\$8,041.21	\$8,102.45

SECTION 5. Section 9.b.iv.² of the Agreement, entitled “Plate Glass,” is intentionally deleted.

SECTION 6. Section 9.b.v.³ of the Agreement, entitled “Indemnification,” and Section 23 of the Agreement, entitled “Attorney’s Fees,” are hereby amended to add the following sentence to each section: “This section, together with any other right of indemnification or recovery of attorneys’ fees under this Agreement, shall be subject to the statutory limits in Section 768.28. Nothing in this Agreement shall be construed as a waiver of Tenant’s sovereign immunity protections.”

SECTION 7. Section 23 of the Agreement, entitled “Interest on Past Due Obligations,” is hereby amended to read as follows:

Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at the statutory rate allowable by law under the Prompt Payment Act, Section 218.70, et seq., Florida Statutes, from the due date until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease.

SECTION 8. All other terms and conditions of the Agreement not inconsistent with the provisions of this Amendment shall remain the same and in full force and effect.

[The remainder of this page left intentionally blank.]

² It appears that the lettering “b.” may have been intended as the number “10.” and so this section could also be referred to as 10.iv.

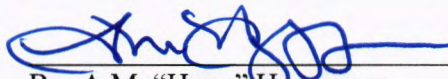
³ It appears that the lettering “b.” may have been intended as the number “10.” and so this section could also be referred to as 10.v.

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by its duly authorized representatives, effective as of the last date below.

TENANT

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA, on behalf of
Nassau County Public Library**

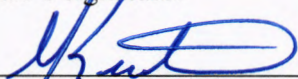


By: A.M. "Hupp" Huppmann

Its: Chairman

Date: June 9, 2025

Attest as to authenticity of the
Chair's signature:



MITCH L. KEITHER

Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

Denise C. May, Esq., BCS

DENISE C. MAY

LANLORD

WEST NASSAU LAND DEVELOPMENT, LLC

Andrew Burns

By: Andrew Burns

Its: Owner, West Nassau Land Development, LLC

Date: 5/20/2025