FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("<u>Amendment</u>") entered into this 22nd day of <u>September</u>, 2025 (the "Amendment Effective Date"), by and between **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 96135 Nassau Place, Suite 1, Yulee, Florida 32097 ("<u>COUNTY</u>"), and **JACKSONVILLE TRANSPORTATION AUTHORITY**, a public body politic and corporate agency of the State of Florida created under Chapter 349, Florida Statutes, whose address is 100 LaVilla Center Drive, Jacksonville, Florida 32202 ("<u>TENANT</u>").

WITNESSETH:

WHEREAS, the parties entered into that certain Lease Agreement, dated September 23, 2024 ("Lease"), for the lease of COUNTY-owned real property for TENANT's use in providing Community Transit Coordinator ("CTC") services to residents of Nassau County under the Transportation Disadvantaged Program; and

WHEREAS, the COUNTY's executed counterpart of the Lease inadvertently did not contain an additional term regarding TENANT's right to install fencing, which the parties desire to affirm; and

WHEREAS, TENANT delivered notice to the COUNTY on July 28, 2025 that TENANT desires to exercise the first of three one-year renewal options for the Lease; and

WHEREAS, the parties accordingly now desire to amend the Lease terms and conditions subject to the provisions contained herein.

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 Lease as follows:

SECTION 1. Section 8 of the Lease is hereby amended to add the following provision: "TENANT shall have the right, at its expense, to erect and maintain a chain-link security fence and gate around the parking area for storage of buses, vans or other vehicles used in TENANT's operations."

SECTION 2. COUNTY consents to TENANT's renewal of the Lease for the first of three one-year renewal options, and the term of the Lease is hereby extended for one (1) year. The Lease shall now expire on September 30, 2026.

SECTION 3. The Lease, including all exhibits sand addenda attached thereto, remains in full force and effect except as expressly modified by this Amendment and is ratified and confirmed. As of the Amendment Effective Date, neither COUNTY nor TENANT is in breach of default under the Lease that is continuing. If there is a conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall control.

(Remainder of page intentionally blank. Signature page follows.)

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

BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA

A.M. "HUPP" HUPPMANN

Its: Chairman
Date: 9-22-2025

ATTEST AS TO CHAIRMAN'S SIGNATURE:

MITCH L. KEITER
Its: Ex-Officio Clerk

Approved as to form by the Nassau County Attorney

DENISE MAY

JACKSONVILLE TRANSPORTATION AUTHORITY

By: ________
Its: ______
Date:

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

BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA

	A.M. "HUPP" HUPPMANN Its: Chairman Date:
ATTEST AS TO CHAIRMAN'S SIGNATURE:	
MITCH L. KEITER Its: Ex-Officio Clerk	
Approved as to form by the Nassau County Attorney	
DENISE MAY	

JACKSONVILLE TRANSPORTATION AUTHORITY

Date: 9-15-25