

LEASE AGREEMENT

THIS AGREEMENT entered into this 18th day of February, 2004, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County", and, LOFTON PROFESSIONAL PLAZA, L.L.C., a Florida Limited Liability Company, hereinafter referred to as "Lofton".

In consideration of mutual promises contained herein, the parties agree as follows:

1. Lofton will lease to the County 2,450 sq. ft. of office space at the Lofton Professional Plaza as and for use by the Family Matters Department. Said office space shall be acceptable to the County, and the County shall so indicate in writing, subject to the requirements of Paragraph 6.

2. The term of the Lease shall be for ten (10) years, with the option for one (1) additional five (5) year Lease period. Said Lease period shall commence on March 1, 2004. Additional terms after the first ten-year term shall be mutually agreed upon in writing.

3. The Lease payment shall be at the annual rate of \$10.80 per square feet, along with a common area maintenance expense ("CAME") amount as set forth herein,

which shall be paid in equal monthly installments. It is understood that the County is a political subdivision of the State of Florida and is not liable for sales and use taxes. The annual lease amount shall increase by a maximum of two percent (2%) per year after the initial year period.

4. The County agrees to pay \$493.49 per month for Common Area Maintenance and Expense ("CAME") consisting of electricity, water, sewer, garbage, landscape maintenance, insurance, and property taxes. CAME may be adjusted annually for increases. The adjustment shall be based upon actual cost increases with a maximum of ten percent (10%) per year, whichever is less to the County. Lofton shall provide the County with notice of annual increase sixty (60) days prior to the effective date of said increase. A revised Common Area Maintenance and Expense exhibit shall accompany the Notice. The current CAME exhibit is attached hereto as Exhibit "1".

5. This Lease is subject to an annual appropriation by the Board of County Commissioners. If the Board of County Commissioners, due to budget constraints, fails to appropriate the Lease amount, the Lease shall terminate on the first day of the County's fiscal year within which there was no appropriation. The County shall vacate the

premises within sixty (60) days of said non-appropriation and shall be responsible for two (2) month's rental amount.

6. At the County's sole discretion, improvements to the leased premises in order to meet the County's needs shall be done by Lofton at a not to exceed price of \$5,000.00. Said improvements shall be made prior to occupancy or within ninety (90) days of occupancy.

7. The leased premises shall comply with all County and State Ordinances and Statutes, including, but not limited to, the Florida Accessibility Code, as to access and parking. Any improvements necessary shall not be included in the total required in Paragraph 5 and shall be the responsibility of Lofton. Said compliance with said Ordinances, Statutes, and Codes shall be determined by the County.

8. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

9. This Agreement constitutes the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

10. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

11. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party:

To County:

J. M. "Chip" Oxley, Jr.
Post Office Box 1010
Fernandina Beach, FL 32035-1010

To Lofton:

Wayne R. Chism
86002 Christian Way
Yulee, FL 32097

9. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

10. This Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida.

11. No consent or waiver, expressed or implied, by

either Party, to or of any breach or default of the other Party, with regard to the performance by said other Party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that Party, of the same or any other objection of performance incumbent upon that Party. Failure on the part of either Party to complain of any act or failure to act on the part of the other Party in default, irrespective of how long the failure continues, shall not constitute a waiver by that Party of its rights and any remedies that exist under this Agreement, at law or in equity.

12. This Agreement shall not be construed against any Party on the basis of it having drafted the Agreement. The Parties hereto agree that each herein played an equal part in reciprocity in drafting this Agreement. Capitalized terms contained herein shall have no more force or effect than uncapitalized terms. Captions and section heading in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction of meaning of this Agreement.

13. If any provision of this Agreement, or its application to any person, entity or circumstances is

specifically held to be invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement and the application of the provisions hereof to other persons, entities or circumstances shall not be affected thereby and, to that end, this Agreement shall continue to be enforced to the greatest extent possible consistent with law and the public interest including, but not limited to, the expenditure of public funds for lawful purposes.

14. No default as to any provision of this Agreement on the part of any of the Parties hereto shall be claimed or charged by any Party against any other until notice thereof has been given to all Parties in writing, and such default remains uncured for a period of ten (10) days after such notice. Non-appropriation shall not constitute a default.


15. If either party does not cure a default that has been noticed, that party may terminate the Lease and may file any and all appropriate legal actions to address damages or may file for specific performance. The prevailing party shall be entitled to recover legal fees and costs.

16. This Agreement constitutes the complete and entire understanding and agreement of the Parties with

respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith, and executed by the Parties to be bound thereby. This Agreement is solely for the benefit of the Parties hereto, and their successors and assigns, and no right, nor any cause of action shall accrue to or for the benefit of any third party.

17. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



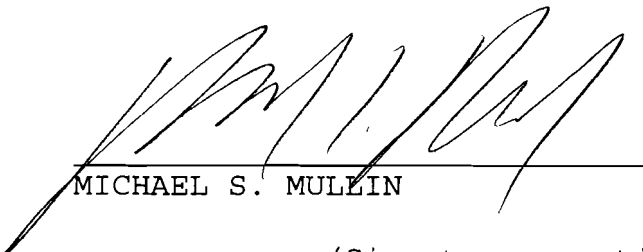
FLOYD L. VANZANT
Its: Chairman

ATTEST:



J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

(Signatures continue on next page)

LOFTON PROFESSIONAL PLAZA,
L.L.C.



WAYNE CHISM

Its: Managing Member

h/anne/agreements/lofton-prof-plaza-lease

**EXHIBIT 1
Common Area Maintenance & Expense**

	Total Monthly <u>\$900.50. Ft.</u>	Tenant's Share <u>2450 Sq. Ft.</u>
Garbage	\$40.66	\$20.33
Utilities (Exterior Lighting & Lift Station)	\$22.00	\$11.25
Water	\$38.40	\$19.20
Insurance	\$105.17	\$84.58
Landscaping	\$243.75	\$121.88
Property Taxes	<u>\$472.50</u>	<u>\$236.25</u>
Total Monthly Common Area Maintenance & Expense:		\$493.49
Annual CAM & Expense		\$5,921.86
Annual Per Square Foot Charge		\$2.42

RECEIVED
2/27/06

CHISM DEVELOPMENT COMPANY, INC.

P.O. Box 712 • Fernandina Beach, FL 32035

Mr. John Crawford
P.O. Box 1010
Fernandina Beach, FL 32035

Dear Mr. Crawford;

As stated in the Lease Agreement, between Nassau County and Lofton Professional Plaza in regards to Children and Family Services located at 86004 Christian Way, Yulee, FL, a 2% increase in rent and an increase in Common Area Maintenance ("CAM") Fees is due. This increase will be effective March 1, 2006.

Please refer to the attached Exhibit A, illustrating the increase in CAM Fees. As stated in the Lease Agreement, there is a 10% cap on CAM fees. Our calculations place it under that cap. We are also enclosing the Exhibit 1 from the original Lease Agreement for your reference.

The new payment amount to Lofton Professional Plaza is as follows:

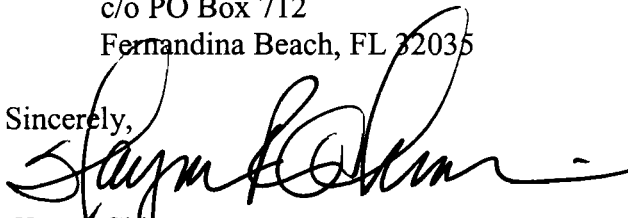
Rent	\$2,294.08
CAM	<u>597.12</u>
TOTAL	<u>\$2,891.20</u>

Please make this payment effective immediately. Should you require any further information, please do not hesitate to contact me at (904) 225-2168 or my cell phone at 753-9097.

Also, please change the mailing address for the check to:

Lofton Professional Plaza, Inc.
c/o PO Box 712
Fernandina Beach, FL 32035

Sincerely,



Wayne Chism
Chism Development Company
for Lofton Professional Plaza, Inc.

EXHIBIT A
Common Area Maintenance and Expenses

	BUILDING TOTAL MONTHLY 4900 Sq Ft	CHILDREN AND FAMILY 2450 Sq Ft
Garbage	\$50.13	\$25.07
Utilities (Exterior Lighting & Lift Station)	\$65.50	\$32.75
Water	\$53.12	\$26.56
Insurance	\$208.02	\$104.01
Landscaping	\$232.50	\$116.25
Property Taxes	\$636.32	\$318.16
Annual Fire Extinguisher Inspection	\$4.00	\$2.00
Pest Control	\$28.53	\$14.27
Total Monthly CAM & Expenses	\$1,278.12	\$542.60
Annual CAM Expenses		\$7,165.44



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham
Michael H. Boyle
Tom Branan
Barry Holloway
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Bryceville
Dist. No. 5 Callahan

JOHN A. CRAWFORD
Ex-Officio Clerk

DAVID A. HALLMAN
County Attorney

TED SELBY
Interim County Coordinator

COF

August 10, 2007

Mr. Wayne Chism
Lofton Professional Plaza
86002 Christian Way
Yulee, FL 32097

RE: Family Matters/Nassau County Lease

Mr. Chism:

This letter is to notify you that the County has decided not to appropriate funds for the lease of the office space at Lofton Professional Plaza, where Family Matters is currently located. As provided in the lease agreement, the lease is terminated as of the "first day of the County's fiscal year within which there was no appropriation."

The County's fiscal year begins October 1, 2007.

Sincerely,

David A. Hallman
County Attorney

cc: Ted Selby, Interim County Administrator
Rachel Steele, Karen Hurbean, Family Matters

(904) 491-7380 or (800) 789-6673

An Affirmative Action / Equal Opportunity Employer