

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this 11th day of July, 2005, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU, COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as the "COUNTY", and the **SALVATION ARMY**, hereinafter referred to as the "ARMY".

FOR AND IN CONSIDERATION of ten and no/100 Dollars (\$10.00), and other mutually agreed upon consideration, the parties agree as follows:

1. The County agrees to lease to ARMY approximately Six hundred and twelve (612) square feet at the Nassau County Judicial Complex, located at 76347 Veterans Way, Yulee, Florida.
2. The rental amount shall be Six Hundred and Fifty and No/100 dollars (\$650.00) per month. All utilities are included in the rental amount except for telephone services.
3. The rental term shall be for a period February 14, 2005 through September 30, 2005. Additional rental terms for one (1) year periods may be negotiated between the parties at least thirty

(30) days prior to the end of the rental term and shall be mutually agreed upon in writing.

4. The ARMY shall be responsible for cleaning services within the demised premises. ARMY shall ensure that any individuals or companies performing cleaning services comply with all security requirements as established by the County.
5. The ARMY agrees that there shall be no clients in the building except during regular working hours. The ARMY also agrees that all its employees and clients will comply with any and all security requirements for the building.
6. The interior of the leased premises shall be compliant with all County and State Ordinances, Statutes and Codes, including, but not limited to the Florida Accessibility Code and the programs and services shall be in compliance with the Federal Americans with Disabilities Act (ADA).
7. It is agreed that this Agreement shall be construed, controlled, interpreted and enforced in accordance with the Laws of the State of Florida.


8. 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.
9. Any modifications of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.
10. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other party without the prior, express, and written consent of the other party.
11. If any provision of this Agreement is specifically held to be invalid or unenforceable by a Court of competent jurisdiction, such holding shall not affect the remainder of this Agreement.
12. ARMY shall hold the County harmless from any and all liability as regards the utilization of the demised premises.

13. This Agreement may be terminated by either party by providing thirty (30) days written notice.
14. Any dispute arising under this Contract shall be addressed by the representatives of the County and the Army as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Director of Building Maintenance and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Director of Building Maintenance or their designee and a representative of the Army. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Director of Building Maintenance or his/her designee, and the County Attorney and the County Administrator and the Director of Building Maintenance or their designee(s) shall meet with the Army's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or

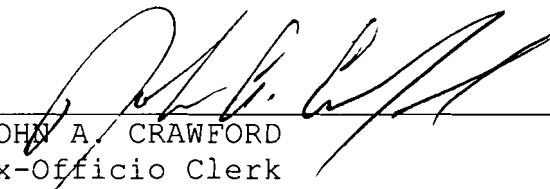
other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to Mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Army. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, Mediation, the cost of Mediation shall be borne by the Army. No litigation shall be initiated unless and until the procedures set forth herein are followed.

15. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



ANSLEY N. ACREE
Its: Chairman

ATTEST:



JOHN A. CRAWFORD
Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

SALVATION ARMY



Its: Divisional Commander



June 9, 2005

John A. Crawford
Ex-Officio Clerk, Nassau County
76347 Veterans Way
Yulee, FL 32097

Dear Mr. Crawford:

Enclosed are the four (4) originals of the lease agreement signed by Major Steve Hedgren, Divisional Commander of The Salvation Army of Florida, for the space occupied by The Salvation Army Misdemeanor Probation Department at the Judicial Annex, 76347 Veterans Way, Yulee, Florida.

After fully executed, please return three (3) originals for our records.

Thank you for your cooperation in this matter. We appreciate the opportunity to work with you and your staff at the new Judicial complex.

Sincerely,

A handwritten signature in cursive script that reads "Rick LaShomb".

Rick LaShomb, Director
The Salvation Army Correctional Services

□ THE SALVATION ARMY
CORRECTIONAL SERVICES
328 N. Ocean Street
P.O. Box 52508
Jacksonville, FL 32201
904-353-0971
Fax 904-366-9240

□ THE SALVATION ARMY
CORRECTIONAL SERVICES
705 2nd Street N.
P.O. Box 51504
Jacksonville Beach, FL 32240-1504
904-246-5563
Fax 904-246-8961

□ THE SALVATION ARMY
CORRECTIONAL SERVICES
728 Blanding Blvd., Suite 2
P.O. Box 608
Orange Park, FL 32067-0608
904-213-4881
Fax 904-213-4887

□ THE SALVATION ARMY
at NASSAU CO. JUDICIAL ANNEX
76347 Veterans Way
P.O. Box 2132
Yulee, FL 32041-2132



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

Jim B. Higginbotham
Ansley Acree
Tom Branan
Floyd L. Vanzant
Marianne Marshall

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

JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

MIKE MAHANEY
County Administrator

COPY

May 2, 2005

Mr. Rick LaShomb
Salvation Army of Northeast Florida
328 N. Ocean Street
Jacksonville, FL 32202

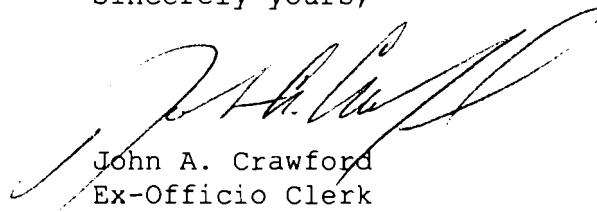
Dear Mr. LaShomb ::

Enclosed please find four (4) originals of the lease agreement between the Salvation Army and the Board of County Commissioners of Nassau County for the space occupied by Salvation Army staff at the Judicial Annex, 76347 Veterans Way, Yulee, Florida.

Please execute all of the originals and return same to my office in the enclosed self-addressed envelope. After execution by the Board, I will return three (3) originals to you for distribution as necessary.

Your immediate and prompt attention to this matter is greatly appreciated.

Sincerely yours,



John A. Crawford
Ex-Officio Clerk

JAC:jb

Enclosures

CC: Mike Mahaney, County Administrator

COPY

(904) 548- 4660, 879-1029, (800) 958- 3496

An Affirmative Action / Equal Opportunity Employer