

SECOND RENEWAL OF
LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this 25th day of September, 2006, 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".

WHEREAS, the COUNTY AND ARMY entered into a lease agreement on July 11, 2005 for office space at the Nassau County Judicial Annex; and

WHEREAS, the original Lease Agreement provided for additional one (1) year rental terms, upon agreement by both parties; and

WHEREAS, the COUNTY has agreed to extend the terms of the Lease Agreement for another one-year period commencing October 1, 2006 through September 30, 2007.

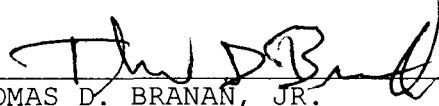
NOW, THEREFORE, in the consideration of the premises and mutual covenants herein, and for Ten and no/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which and the adequacy of which are mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto 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 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 October 1, 2006 through September 30, 2007. 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. All other terms and conditions of the existing agreement, attached hereto as Exhibit "A", shall remain in full force and effect.
7. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



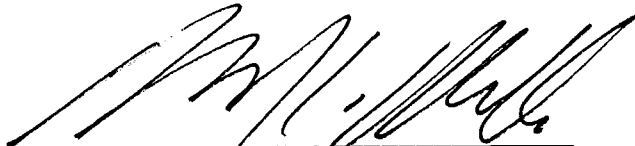
THOMAS D. BRANAN, JR.
Its: Chairman

ATTEST:



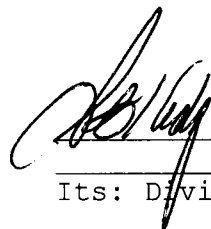
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

SALVATION ARMY



Its: Divisional Commander

EXHIBIT "A"

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

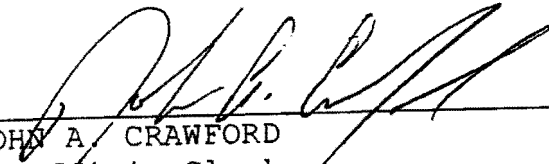
other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to Mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators 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:



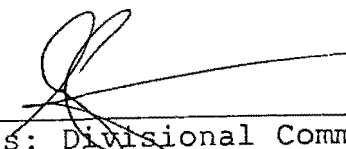
JOHN A. CRAWFORD
Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

SALVATION ARMY



Its: Divisional Commander



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

Jim B. Higginbotham Dist. No. 1 Fernandina Beach
Michael H. Boyle Dist. No. 2 Fernandina Beach
Tom Branan Dist. No. 3 Yulee
Barry Holloway Dist. No. 4 Bryceville
Marianne Marshall Dist. No. 5 Callahan

JOHN A. CRAWFORD
Ex-Officio Clerk

DAVID A. HALLMAN
County Attorney

TED SELBY
Interim County Coordinator

August 30, 2007

Mr. Rick LaShombe

VIA FACSIMILE

Salvation Army
Post Office Box 52508
Jacksonville, FL 32201

MR. JOHN MACK

Via email at john_mack@uss.salvationarmy.org

RE: Salvation Army Lease for office space located at the
Nassau County Judicial Annex, 76347 Veterans Way, Yulee, FL

Gentlemen:

This letter shall serve to confirm that in the absence
of an extension executed by both parties, the lease for the
above referenced space converts at the end of September 30,
by operation of law, to a month to month lease and may be
terminated by either party by compliance with Florida
Statutes, Chapter 83.

If you have any questions regarding this matter,
please do not hesitate to contact me.

Sincerely,

David A. Hallman
County Attorney

DAH:jb

CC: John A. Crawford, Clerk

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

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