

RESOLUTION NO. 2005- 114

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THE TERMS OF A SUB-LEASE AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA AND THE FRIENDS OF EXCELSIOR, INC., A FLORIDA NON-PROFIT ORGANIZATION FOR THE EXCELSIOR BUILDING LOCATED ON MARTIN LUTHER KING AVENUE AND AUTHORIZING THE CHAIRMAN OF THE BOARD TO EXECUTE SAID AGREEMENT.

RECITALS

WHEREAS, The Friends of Excelsior, Inc. have requested to enter into a sub-lease with St. Johns County, Florida to occupy the Excelsior Building located on Martin Luther King Avenue. St. Johns County has an existing Lease Agreement with Board of Trustees of the Internal Improvement Trust Fund of the State of Florida which began August 21, 1998 and expires October 30, 2028. The proposed Sub-Lease Agreement is attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for the Excelsior Building located at 102 Martin Luther King Avenue; and

WHEREAS, The Friends of Excelsior, Inc., propose to implement a program at the Excelsior Museum and Cultural Center entitled "The Way We Were". This program will embrace the historical and cultural life of citizens in Lincolnville and surrounding areas dating from present time back to the early 1900's. Pictures and other type artifacts will be a large part of the displays; and

WHEREAS, the building has been under renovations and a portion of the renovated space will be designated as a library resource area and will be used primarily by the youths of the community. Several computer stations will be installed in this area along with reference/research materials to be made available; and

WHEREAS, The Friends of Excelsior have contacted several organizations and local businesses for donations of chairs, tables, desks, etc. and will continue to solicit in this area; and

WHEREAS, it is in the best interest of the County to accept this Sub-Lease Agreement to provide additional educational resources and historical information to the citizens in the area.

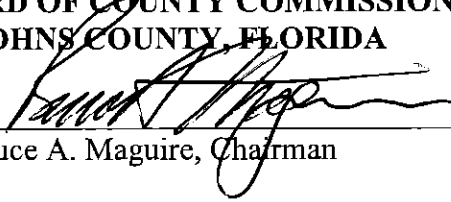
NOW, THEREFORE BE IN RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners accepts the terms of the Sub-Lease Agreement and authorizes the Chairman of the Board to execute said Agreement.

PASSED AND ADOPTED, this 20th day of April, 2005.

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: 
Bruce A. Maguire, Chairman

ATTEST: Cheryl Strickland, Clerk

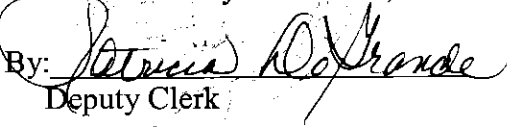
By: 
Deputy Clerk

Exhibit "A" to Resolution

PNS1

ST. JOHNS COUNTY, FLORIDA

SUBLEASE AGREEMENT

Sublease Number 4159-02

THIS SUBLEASE AGREEMENT is made and entered into this ____ day of _____, 20__, between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, Real Estate Division, St. Augustine, Florida 32084, hereinafter referred to as "SUBLESSOR", and FRIENDS OF EXCELSIOR, INC., a Florida nonprofit corporation, whose address is 15 Christopher Street, St. Augustine, Florida 32084, its successors and assigns, hereinafter referred to as "SUBLESSEE".

WITNESSETH:

In consideration of the covenants and conditions set forth herein SUBLESSOR subleases the below described premises to SUBLESSEE on the following terms and conditions:

1. ACKNOWLEDGMENTS: The parties acknowledge that title to the subleased premises is held by the Board of Trustees of the Internal Improvement Trust Fund (TRUSTEES) and is currently managed by SUBLESSOR as The National African American Archive Museum under TRUSTEES' Lease No. 4159.
2. DESCRIPTION OF PREMISES: The property subject to this sublease, is situated in the County of St. Johns, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "subleased premises".
3. TITLE DISCLAIMER: SUBLESSOR does not warrant or guarantee any title, right or interest in or to the subleased premises.
4. SUBLEASE TERM: The term of this sublease shall be for a period of ten (10) years commencing on _____ and ending on _____, with no option for renewal, unless sooner terminated pursuant to the provisions of this sublease.
5. PURPOSE: SUBLESSEE shall manage the subleased premises only for the establishment and operation of a museum and cultural center, along with other related uses necessary for the accomplishment of this purpose as designated in the Operational Report required by paragraph 23 of this sublease.
6. CONFORMITY: This sublease shall conform to all terms and conditions of that certain lease between the TRUSTEES and SUBLESSOR dated August 21, 1998, a

copy of which is attached hereto as Exhibit "B", and SUBLESSEE shall through its agents and employees prevent the unauthorized use of the subleased premises or any use thereof not in conformance with this sublease.

7. QUIET ENJOYMENT AND RIGHT OF USE: SUBLESSEE shall have the right of ingress and egress to, from and upon the subleased premises for all purposes necessary to the full quiet enjoyment by said SUBLESSEE of the rights conveyed herein.

8. ASSIGNMENT: This sublease shall not be assigned in whole or in part without the prior written consent of SUBLESSOR and the TRUSTEES. Any assignment made either in whole or in part without the prior written consent of SUBLESSOR and the TRUSTEES shall be void and without legal effect.

9. RIGHT OF INSPECTION: The TRUSTEES and SUBLESSOR or their duly authorized agents, representatives or employees shall have the right at any and all times to inspect the subleased premises and the works and operations of SUBLESSEE in any matter pertaining to this sublease.

10. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures, improvements, and signs shall be constructed at the expense of SUBLESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of SUBLESSOR as to purpose, location and design. Further, no trees, other than non-native species, shall be removed or major land alterations done by SUBLESSEE without the prior written approval of SUBLESSOR. Removable equipment and removable improvements placed on the subleased premises by SUBLESSEE and which do not become a permanent part of the subleased premises will remain the property of SUBLESSEE may be removed by SUBLESSEE upon termination of this sublease.

11. INSURANCE REQUIREMENTS: During the term of this sublease SUBLESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the subleased premises. The liability insurance coverage shall be in amounts not less than \$100,000 per person and \$200,000 per incident or occurrence for personal injury, death, and property damage on the subleased premises. Such policies of insurance shall name SUBLESSEE,

SUBLESSOR, the TRUSTEES, and the State of Florida as coinsureds. SUBLESSEE

shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this sublease and shall submit annually thereafter, written evidence of maintaining such insurance policies to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. SUBLESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. SUBLESSEE shall immediately notify SUBLESSOR, the TRUSTEES and the insurer of any erection or removal of any building or other improvement on the subleased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. SUBLESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage, and SUBLESSEE'S failure to maintain such policies in the amounts set forth shall constitute a breach of this sublease.

12. INDEMNITY: SUBLESSEE hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, save and hold harmless SUBLESSOR, the TRUSTEES and the State of Florida all claims, actions, lawsuits and demands of any kind or nature arising out of this sublease.

13. PAYMENT OF TAXES AND ASSESSMENTS: SUBLESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the subleased premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subleased premises.

14. NO WAIVER OF BREACH: The failure of SUBLESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this sublease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of SUBLESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by SUBLESSOR.

15. TIME: Time is expressly declared to be of the essence of this sublease.

16. BINDING EFFECT AND INUREMENT: This sublease shall be binding on and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto, but nothing contained in this paragraph shall be construed as a consent by the TRUSTEES and SUBLESSOR to any assignment of this sublease or any interest therein by SUBLESSEE.
17. NON-DISCRIMINATION: SUBLESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the subleased premises or upon lands adjacent to and used as an adjunct of the subleased premises.
18. VENUE: SUBLESSEE agrees that SUBLESSOR has venue privileges as to any litigation arising from matters relating to this sublease. Any such litigation between SUBLESSOR and SUBLESSEE shall be initiated and maintained only in Leon County, Florida.
19. UTILITY FEES: SUBLESSOR shall not be required to furnish to SUBLESSEE any services of any kind whatsoever during the term of this sublease. SUBLESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the subleased premises and for having all utilities turned off when the subleased premises are surrendered.
20. MINERAL RIGHTS: This sublease does not cover petroleum or petroleum products or minerals and does not give the right to SUBLESSEE to drill for or develop the same. However, SUBLESSEE shall be fully compensated for any and all damages that might result to the subleasehold interest of SUBLESSEE by reason of any such exploration and recovery operations.
21. RIGHT OF AUDIT: SUBLESSEE shall make available to the TRUSTEES and SUBLESSOR all financial and other records relating to this sublease, and the TRUSTEES and SUBLESSOR shall have the right to audit such records at any reasonable time. This right shall be continuous until this sublease expires or is terminated. This sublease may be terminated by SUBLESSOR should SUBLESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this sublease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. CONDITION OF PROPERTY: SUBLESSOR assumes no liability or obligation to SUBLESSEE with reference to the condition of the subleased premises or the suitability of the subleased premises for any improvements. The subleased premises herein are subleased by SUBLESSOR to SUBLESSEE in an "as is" condition, with SUBLESSOR assuming no responsibility for bidding, contracting, permitting, construction, and the care, repair, maintenance or improvement of the subleased premises for the benefit of SUBLESSEE.

23. OPERATIONAL REPORT: SUBLESSEE shall prepare and submit an Operational Report to the TRUSTEES and SUBLESSOR within one year of the effective date of this sublease. SUBLESSEE shall provide SUBLESSOR with an opportunity to participate in all phases of preparing and developing the Operational Report for the subleased premises. The Operational Report shall be submitted to the SUBLESSOR in draft form for review and comments within ten months of the effective date of this sublease. SUBLESSEE shall give SUBLESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the subleased premises. SUBLESSEE shall not proceed with development of the subleased premises in any way including, but not limited to, funding, permit application, design or building contracts, until the Operational Report required herein has been submitted and approved. Any financial commitments made by SUBLESSEE which are not in compliance with the terms of this sublease shall be done at SUBLESSEE'S own risk. The approved Operational Report shall provide the basic guidance for all activities conducted on the subleased premises. SUBLESSEE shall not use or alter the subleased premises except as provided in the approved Operational Report without the prior written approval of the TRUSTEES and SUBLESSOR.

24. NOTICES: All notices given under this sublease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. SUBLESSOR and SUBLESSEE hereby designate their address as follows:

SUBLESSOR: St. Johns County, Florida,
4020 Lewis Speedway
Real Estate Division
St. Augustine, Florida 32084

SUBLESSEE: Friends of Excelsior, Inc.
15 Christopher Street
St. Augustine, Florida 32084

25. DAMAGES TO THE PREMISES: (a) SUBLESSEE shall not do, or suffer to be done, in, on or upon the subleased premises or as affecting said subleased premises or adjacent properties, any act which may result in damage or depreciation of value to the subleased premises or adjacent properties, or any part thereof. (b) SUBLESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the subleased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this sublease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of SUBLESSEE'S failure to comply with this paragraph, SUBLESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the subleased premises, and (2) all off-site ground and surface waters and lands affected by SUBLESSEE'S such failure to comply, as may be necessary to bring the subleased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately

prior to the occurrence which caused the damage. SUBLESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this sublease. This paragraph shall not be construed as a limitation upon SUBLESSEE'S obligations regarding indemnification and payment of costs and fees as set forth in paragraphs 12 and 13 of this sublease, nor upon any other obligations or responsibilities of SUBLESSEE as set forth herein. Nothing herein shall relieve SUBLESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by SUBLESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, SUBLESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to SUBLESSOR, all within the reporting periods of the applicable agencies.

26. SURRENDER OF PREMISES: Upon termination or expiration of this sublease, SUBLESSEE shall surrender the subleased premises to SUBLESSOR. In the event no further use of the subleased premises or any part thereof is needed, SUBLESSEE shall give written notification to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 at least six months prior to the release of any or all of the subleased premises. Notification shall include a legal description, this sublease number and an explanation of the release. The release shall only be valid if approved by SUBLESSOR and the TRUSTEES through the execution of a release of sublease instrument with the same formality as this sublease. Upon release of all or any part of the subleased premises or upon termination or expiration of this sublease, all improvements, including both physical structures and modifications to the subleased premises, shall become the property of SUBLESSOR and the TRUSTEES unless SUBLESSOR gives written notice to SUBLESSEE to remove any or all such improvements at the expense of SUBLESSEE. The decision to retain any improvements upon termination of this sublease shall be at SUBLESSOR'S sole discretion. Prior

to surrender of all or any part of the subleased premises SUBLESSOR shall perform an on-site inspection and the keys to any building on the subleased premises shall be turned over to SUBLESSOR. If the improvements do not meet all conditions as set forth in paragraphs 19 and 37 herein, SUBLESSEE shall pay all costs necessary to meet the prescribed conditions.

27. BREACH OF COVENANTS TERMS, OR CONDITIONS AND DEFAULT AND FORFEITURE:

Should SUBLESSEE breach any of the covenants, terms, or conditions of this sublease, SUBLESSOR shall give SUBLESSEE written notice to remedy such breach within sixty days of such notice. In the event SUBLESSEE fails to remedy the breach to the satisfaction of SUBLESSOR within sixty days of receipt of written notice, SUBLESSOR may terminate this sublease and recover from SUBLESSEE all damages SUBLESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises and attorneys' fees. Should SUBLESSEE, at any time during the term of this sublease, suffer or permit to be filed against it an involuntary, or voluntary, petition in bankruptcy or institute a composition or an arrangement proceeding under Chapter X or XI of the Chandler Act, or make any assignments for the benefit of its creditor, or should a receiver or trustee be appointed for SUBLESSEE'S property because of SUBLESSEE'S insolvency, and the said appointment not vacated within thirty days thereafter; or should SUBLESSEE'S subleasehold interest be levied on and the lien thereof not discharged within thirty days after said levy has been made; or should SUBLESSEE fail promptly to make the necessary returns and reports required of it by state and federal law; or should SUBLESSEE fail promptly to comply with all governmental regulations, both state and federal; or should SUBLESSEE fail to comply with any of the terms and conditions of this sublease and such failure shall in any manner jeopardize the rights of SUBLESSOR; then, in such event, and upon the happening of either or any of said events, SUBLESSOR shall have the right, at its discretion, to consider the same a default on the part of SUBLESSEE of the terms and provisions hereof, and, in the event of such default, SUBLESSOR shall have the option of either declaring this sublease terminated, and the interest of SUBLESSEE forfeited, or maintaining this sublease in full force and effect and exercising all rights and remedies herein conferred upon

SUBLESSOR. The pendency of bankruptcy proceedings or arrangement proceedings

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Sublease No. 4159-02

R02/10/2005

to which SUBLESSEE shall be a party shall not preclude SUBLESSOR from exercising either option herein conferred upon SUBLESSOR. In the event SUBLESSEE, or the trustee or receiver of SUBLESSEE'S property, shall seek an injunction against SUBLESSOR'S exercise of either option herein conferred, such action on the part of SUBLESSEE, his trustee or receiver, shall automatically terminate this sublease as of the date of the making of such application, and in the event the Court shall enjoin SUBLESSOR from exercising either option herein conferred, such injunction shall automatically terminate this sublease.

28. BEST MANAGEMENT PRACTICES: SUBLESSEE shall implement applicable Best Management Practices for all activities conducted under this sublease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by SUBLESSOR, SUBLESSEE or other land managing agencies for the protection and enhancement of the subleased premises.

29. SOVEREIGNTY SUBMERGED LANDS: This sublease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

30. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the subleased premises is held by the TRUSTEES. SUBLESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the subleased premises including, but not limited to, mortgages or construction liens against the subleased premises or against any interest of the TRUSTEES and SUBLESSOR therein.

31. CONDITIONS AND COVENANTS: All of the provisions of this sublease shall be deemed covenants running with the land included in the subleased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

32. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this sublease shall be ruled by a court of competent jurisdiction to be

invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

33. ENTIRE UNDERSTANDING: This sublease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of the TRUSTEES and SUBLESSOR.

34. CONVICTION OF FELONY: If SUBLESSEE or any principal thereof is convicted of a felony during the term of this sublease, such conviction shall constitute, at the option of the TRUSTEES and SUBLESSOR, grounds for termination of this sublease.

35. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of the TRUSTEES and SUBLESSOR. Any easement not approved in writing by the TRUSTEES and SUBLESSOR shall be void and without legal effect.

36. SUBSUBLEASES: This sublease is for the purposes specified herein and any subsubleases of any nature are expressly prohibited, without the prior written approval of the TRUSTEES and SUBLESSOR. Any subsublease not approved in writing by the TRUSTEES and SUBLESSOR shall be void and without legal effect.

37. MAINTENANCE OF IMPROVEMENTS: SUBLESSEE shall maintain the real property contained within the subleased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, maintaining the planned improvements as set forth in the approved Operational Report, keeping the subleased premises free of trash or litter, meeting all building and safety codes in the location situated and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this sublease.

38. COMPLIANCE WITH LAWS: SUBLESSEE agrees that this sublease is contingent upon and subject to SUBLESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

39. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this sublease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida

Statutes. The collection of artifacts or the disturbance of archaeological

and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources. The Operational Report prepared pursuant to Section 18-2.006, Florida Administrative Code, may be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the subleased premises.

40. GOVERNING LAW: This sublease shall be governed by and interpreted according to the laws of the State of Florida.

41. SECTION CAPTIONS: Articles, subsections and other captions contained in this sublease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this sublease or any provisions thereof.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida
By its Board of County Commissioners

Witness

By: _____
Bruce A. Maguire
Chairman

(OFFICIAL SEAL)

Print Witness Name

Witness

Print/Type Witness Name

ATTEST: _____
Cheryl Strickland, Deputy
Clerk of the Board of
County Commissioners of
St. Johns County, Florida

"SUBLESSOR"

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 20 __, by Bruce A. Maguire, Chairman, and Cheryl Strickland as Deputy Clerk, on behalf of the Board of County Commissioners of St. Johns County, Florida. They are personally known to me or who have produced _____ as identification.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

FRIENDS OF EXCELSIOR, INC.
a Florida nonprofit corporation

By: _____

Witness

Print/Type Name

Print/Type Witness Name

Title: _____

Witness

"SUBLESSEE"

Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, _____ of Friends of Excelsior, Inc., a Florida nonprofit corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public

Print/Type Notary Name

Commission Number:

Commission Expires:0

Consented to by the TRUSTEES on _____ day of _____, 20__.

Gloria C. Nelson, Operations and
Management Consultant Manager,
Bureau of Public Land Administration,
Division of State Lands,
Department of Environmental Protection

Approved as to Form and Legality

By: _____
DEP Attorney

EXHIBIT "A" to Sublease Agreement

LEGAL DESCRIPTION OF THE SUBLEASED PREMISES

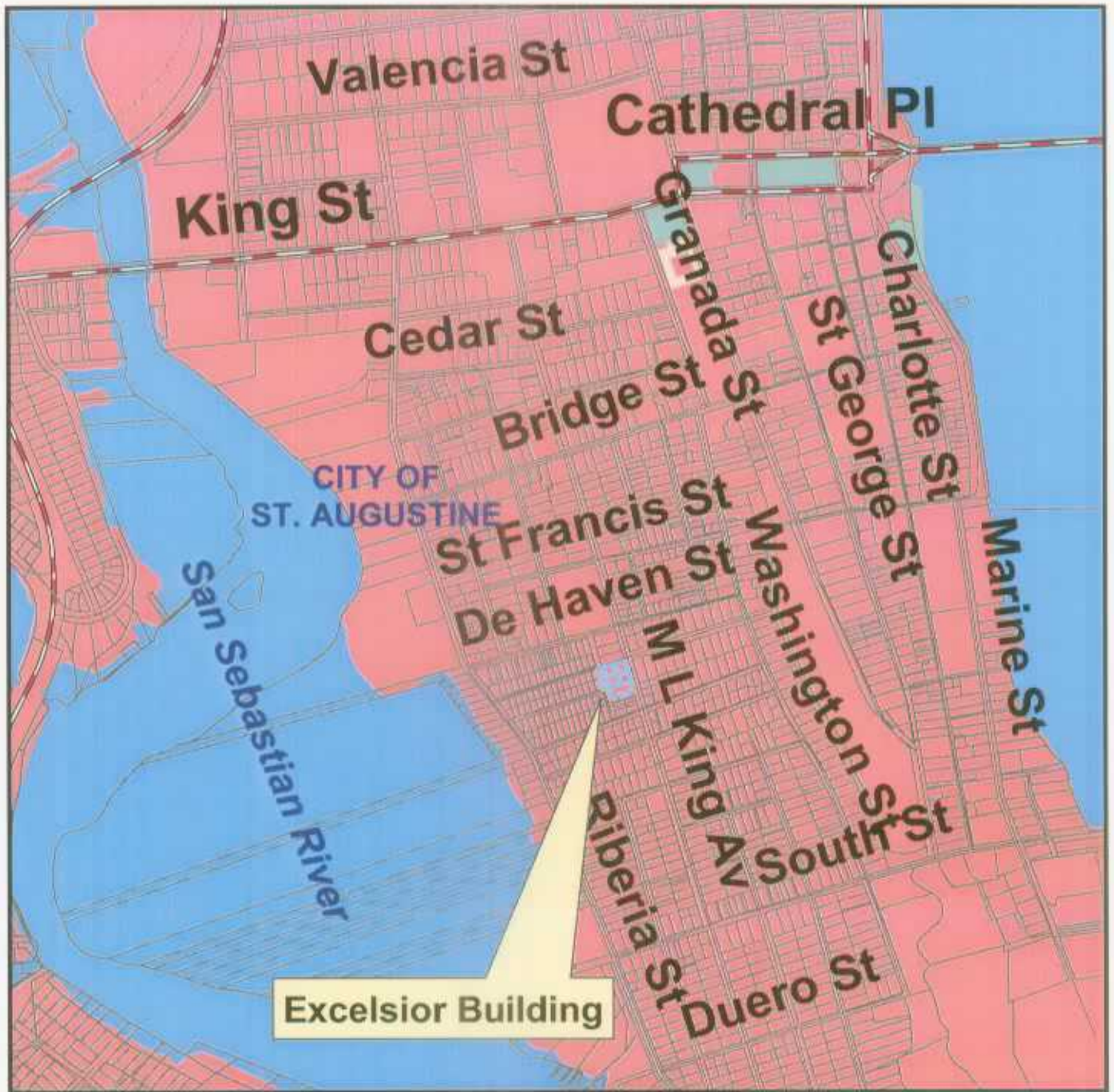
All of Lots 1, 2, 3, 4 and 5, and the East 29 feet of Lot 31 and all of Lots 32, 33, 34 and 35, Block "B" of ATWOOD TRACT, St. Augustine, Florida, as recorded in Map Book 1, Page 86, Public Records of St. Johns County, Florida; ALSO vacated School Street North of the North line of Pomar Street and South of the South line of Moore Street; that part of Block "D" of said Atwood Tract lying between said Pomar and Moore Streets and Lots 1 and 2, Block "E" of said Atwood Tract.

Lots 4, 5, 32, and 33, Block "C", ATWOOD TRACT, a subdivision in the City of St. Augustine according to plat recorded in Map Book 1, Page 86 of the Public Records of St. Johns County, Florida.

Lots 4, 5, and 6 of Block "D", of the Buena Esperanza Subdivision of the ATWOOD TRACT, as per official map of said City, dated January 1, 1905.

A parcel of land in Block "D" of ATWOOD TRACT, St. Augustine, Florida, as recorded in Map Book 1, Page 86, public records of St. Johns County, Florida; said parcel of land being more fully described as follows:

Commencing at the intersection of the East line of School Street with the North line of Kings Ferry Way (also known as King Ferry Way Street) which point of commencing is also the southwest corner of said Block "D" thence north 16 degrees 09 minutes west, on said east line of School Street, 110.2 feet to the point of beginning at the southwest corner of the herein described parcel of land and the northwest corner of that land described in deed recorded in Deed Book 230, page 390 of said public records; thence continuing north 16 degrees 09 minutes west on the east line of School Street, 27.74 feet; thence north 73 degrees 30 minutes east, on the south line of Pomar Street and on the south edge of a concrete curb in said street, 42.40 feet to the point of a curve to the left with variable radius; thence on said curve to the left and on said south edge of curb in Pomar Street, a chord distance and bearing of north 49 degrees 14 minutes east 82.20 feet (midordinate for said curve being 7.8 feet more or less) to a point of reverse curve; thence on a curve to the left with radius approximately 10 feet, a chord distance and bearing of north 52 degrees 05 minutes 59 seconds east 2.95 feet; thence south 16 degrees 00 minutes east, on the west line of Central Avenue 61.01 feet; thence south 72 degrees 44 minutes 30 seconds west, on the easterly extension of the north line of said land described in Deed Book 230, page 390 and on said north line, 119.73 feet to the Point of beginning.



**GENERAL
LOCATION MAP**

0 200 400
Feet

Map Prepared: 4/7/2005

*Depicts General Project Boundary

**Sub-Lease Agreement
between St. Johns
County and Friends of
Excelsior**

File:BCC April 20, 2005



St. Johns County
Land Mgmt. Systems
Real Estate