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Public Records of
St. Johns County, FL
Clerk # 2008051779,
O.R. 3124 PG 1529-1572
09/22/2008 at 09:54 AM,
REC. \$177.00 SUR. \$198.50

RESOLUTION NO.2008- 252

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING A THREE YEAR EXTENSION FOR THE COMMENCEMENT OF CONSTRUCTION ON THE MARITIME EDUCATION CENTER ON PROPERTY LEASED TO THE JUNIOR SERVICE LEAGUE OF ST. AUGUSTINE, INC.

RECITALS

WHEREAS, on October 17, 2006 per Resolution No. 2006-361, including the Minutes of the St. Johns County Board of County Commissioners meeting referencing this agenda item, approved of the construction of a Maritime Education Center on property leased to the Junior Service League of St. Augustine, Inc. attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, per Lease requirements, prior written approval of plans and specifications for construction or reconstruction are needed from St. Johns County; and

WHEREAS, the St. Augustine Lighthouse and Museum requested permission to construct a structure with an approximate footprint of 2,500 square feet for a Maritime Education Center on the leased premises in order to begin fund raising; and

WHEREAS, the Board of County Commissioners agreed on October 17, 2006 to give St. Augustine Lighthouse and Museum a two year period to commence construction, but due to economic conditions St. Augustine Lighthouse and Museum is requesting a three year extension to commence construction with a new commencement date deadline of October 17, 2011; and

WHEREAS, the St. Augustine Lighthouse and Museum will return to the Board of County Commissioners for review and approval of final plans and specifications once they are determined; and

WHEREAS, all other terms and conditions of the lease and the amendments shall remain the same and enforceable.

Mark P. Halterman
MTR

NOW, THEREFORE, BE IT 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 hereby approves the location of a Maritime Education Center on the leased premises and agrees to extend the commencement of construction three years.

Section 3. The Clerk of Court is instructed to record the Resolution in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16th day of September, 2008.



BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: *Thomas G. Manuel*
Thomas G. Manuel, Chairman

ATTEST: Cheryl Strickland, Clerk

By: *Pam Halterman*
Deputy Clerk

RENDITION DATE 9/19/08

39

EXHIBIT "A" TO RESOLUTION

RESOLUTION NO.2006- 361

Public Records of
St. Johns County, FL
Clerk # 2006078576,
O.R. 2805 PG 1260-1298
10/25/2006 at 10:23 AM,
REC. \$157.00 SUR. \$176.00

A RESOLUTION BY THE BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS COUNTY,
FLORIDA APPROVING LOCATION OF A
MARITIME EDUCATION CENTER ON PROPERTY
LEASED TO THE JUNIOR SERVICE LEAGUE OF
ST. AUGUSTINE, INC.

RECITALS

WHEREAS, on April 13, 1982 St. Johns County and Junior Service League of St. Augustine, Inc. entered into a Lease Agreement and Amended the Lease on December 16, 1983, then on January 1, 1998 Junior Service League of St. Augustine, Inc. entered into a Sub-Lease with St. Augustine Lighthouse and Museum, Inc. and then on January 27, 2000 entered into an Extension of Sub-Lease, attached hereto as Exhibits "A", "B", "C" and "D" incorporated by reference and made a part hereof; and

WHEREAS, per Lease requirements, prior written approval of plans and specifications for construction or reconstruction are needed from St. Johns County; and

WHEREAS, the St. Augustine Lighthouse and Museum requests permission to locate a Maritime Education Center on the leased premises in order to begin fund raising; and

WHEREAS, the St. Augustine Lighthouse and Museum will return to the Board of County Commissioners with final plans and specifications once they are determined.

NOW, THEREFORE, BE IT 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 hereby approves the location of a Maritime Education Center on the leased premises.

Section 3. The Clerk of Court is instructed to record the Resolution in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17th day of October, 2006.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeGrande
Deputy Clerk



EXHIBIT "A" TO RESOLUTION

82 5539

LEASE

OFF REC 535 PAGE 550

THIS LEASE made this 13th day of April, 1982, by and between THE COUNTY OF ST. JOHNS, STATE OF FLORIDA, hereinafter referred to as Lessor, and JUNIOR SERVICE LEAGUE OF ST. AUGUSTINE, INC., a corporation not for profit, organized under the laws of the State of Florida, hereinafter referred to as Lessee:

ARTICLE I

PROPERTY DEMISED

Upon the terms and conditions hereinafter set forth, Lessor does hereby lease, let and demise unto Lessee and Lessee does hereby rent of and from Lessor the following-described property, to wit:

See Exhibit A attached hereto and incorporated herein by reference.

In the event that Exhibit A should inadvertently include the tennis courts located in the northeast corner of the site, it is the specific intent of the parties hereto that this Lease does not include the tennis courts or access thereto.

ARTICLE II

DURATION OF LEASE TERM

A. The term and duration of this Lease shall be ninety-nine (99) years commencing from the date of this Lease, provided however, that if the said JUNIOR SERVICE LEAGUE OF ST. AUGUSTINE, INC., shall not commence reconstruction of the improvements in accord with plans and specifications having the prior approval of the Board on said property within five (5) years of the date hereof, or if the Lessee shall have not substantially completed said improvements by ten (10) years from the date hereof, then this Lease shall automatically terminate and the Lessee shall provide Lessor with a written acknowledgment that the Lease has terminated, and

FURTHER PROVIDED that if the Lessee, during the term of this Lease shall cease to use the property as a community meeting,

cultural and historical facility, then this Lease shall automatically terminate and the Lessee shall provide Lessor with a written acknowledgment that the Lease is terminated.

ARTICLE III

RENT

The rent for the leasehold term shall be \$1.00, receipt of which is hereby acknowledged.

ARTICLE IV

COVENANTS

It is covenanted and agreed by and between the parties hereto that Lessee shall keep, perform and abide by each of the following covenants and conditions:

A. Lessee shall secure the prior written approval of Lessor of all plans and specifications for the construction or reconstruction of improvements on the site and shall insure that all such construction is in conformity with the approved plans and specifications.

B. Lessee shall use the demised premises as a site to reconstruct and operate a facility as a community meeting, cultural and historical facility for use by the public for the social and cultural use of the public, at reasonable charges and with reasonable regulations, which regulations must be approved by Lessor prior to implementation, as established by Lessee and the property shall be used for no other purpose whatsoever without the written consent of the Lessor.

C. Lessee shall not assign this Lease, or sublet or grant any concession or license to use the premises or any part thereof without the prior written consent of the Lessor.

D. Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments, and of any and all of their departments and bureaus applicable to the demised premises, for all purposes, including but not limited to the correction, prevention, and abatement of nuisances or other

grievances, in, upon or connected with the demised premises during the lease term.

E. Lessee assumes all risks of loss and damage, from any cause whatsoever, to property of Lessee that is brought upon the demised premises.

F. Lessee shall and will hold Lessor harmless from any and all claims for loss or damage from any cause whatsoever resulting from the use and possession of the demised premises by Lessee and shall further hold Lessor free and harmless from the claims of any agents, clients, patients, guests, invitees, servants, or employees of Lessee for any damages to person or to property occurring while the agents, guests, clients, patients, invitees, servants, or employees or their property is upon the demised premises.

G. Lessee shall not suffer the demised premises or any erection or improvement thereon to become subject to any lien, charge, or encumbrance whatsoever, and shall indemnify Lessor against all such liens, charges and encumbrances. The interest of the Lessor shall not be subject to liens for improvements made by Lessee.

H. Lessee shall arrange for and shall pay for all utility services required on the demised premises, including, but not limited to, gas, electricity, water, sewer, and telephone; and Lessee shall indemnify the Lessor against any liability or damages arising in connection with the use of utilities.

I. At the expiration of the lease term, Lessee shall quit and surrender the demised premises, and all real property improvements and fixtures constructed on or added to the leased property shall be the property of the Lessor unless the Lessor requests Lessee in writing to remove such improvements and fixtures in which event Lessee shall cause same to be removed by the date of the Lease termination or within sixty (60) days, whichever is later. Any personal property or chattel not removed prior to the lease termination shall become the property of the Lessor.

J. Lessee shall keep any building, structure, or fixture on the demised premises in a clean, neat, and orderly condition, and shall maintain the immediate surrounding grounds in an equally clean, neat, and safe condition, at all times, keeping papers, bottles, and similar items of trash and refuse off the grounds.

K. Lessee shall pay and indemnify Lessor against all costs and charges, including Lessor's legal fees, lawfully and reasonably incurred in regaining possession of the demised premises after default of Lessee, or after the Lessee's failure to surrender possession upon expiration of the term of this Lease, or otherwise incurred by Lessor to enforce any covenants of this Lease.

L. If Lessee defaults in the observance or performance of any term of covenant on the Lessee's part to be observed or performed under any of the terms or provisions in any section of this Lease, Lessor may immediately or at any time thereafter, after due notice to Lessee, perform the same for Lessee; and if Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith, sums paid or obligations incurred, with interest and costs, shall be deemed to be additional rent hereunder and shall be paid by Lessee to Lessor within thirty (30) days after receipt by Lessee of a bill or statement setting forth the expenses or obligations so incurred.

M. That during the term of this Lease, Lessor will insure and keep insured the premises with Fire and Extended Coverage policies in an amount equal to 100% of the estimated replacement value of the buildings and fixtures which may have been paid for by the Lessee.

N. Lessee shall keep the demised premises insured throughout the term of this Lease against the following:

Claims for personal injury or property damage,
under a policy of general public liability
insurance, in the amounts of \$100,000.00 per
person and \$300,000.00 per incident, or such

other limits as may be reasonably requested by Lessor, from time to time.

All insurance provided for in accordance with this Lease shall be effected under enforceable policies issued by insurers of recognized responsibility licensed to do business in the State of Florida; and shall name St. Johns County as an insured entity thereunder, and Lessee shall provide proof to Lessor that Lessee has obtained all required insurance and shall notify Lessor immediately in the event all or any part of the coverage is cancelled or suspended. Lessee recognizes and agrees that any insurance of Lessor covering the demised premises shall not reduce the insurance required of Lessee.

O. Lessee shall not make or suffer waste to the real property, improvements and fixtures and shall continuously maintain same in good repair.

ARTICLE V

MAINTENANCE, REPAIRS AND ALTERATIONS

Lessor shall retain the responsibility for the maintenance and repair of all exterior, roofing, and structural elements of the building located on the leased property together with such repairs or replacements of the plumbing, heating, ventilation and air conditioning, electrical and other necessary repairs to the fixtures and equipment located thereon as exceed in cost the sum of ONE THOUSAND DOLLARS (\$1,000.00) per year. Lessor shall maintain and repair all paved areas of the leased premises. Lessee shall maintain the property in good cleanly condition and shall perform all routine maintenance, interior, painting, landscaping of the immediate grounds and the like. Any renovations, repairs, or improvements to the leased premises shall not result in the leased premises being subject to mechanics liens to the extent that such improvements are contracted for by Lessee. Lessee shall institute and comply with all reasonable requirements of the Lessor regarding the performance of its maintenance obligations, including, but not limited to, institution of preventative maintenance programs as

may be specified by Lessor; which preventative maintenance programs shall include but not be limited to the requirement that Lessee, at its expense, obtain service maintenance contracts for all heating, air conditioning and other mechanical equipment as may be present or installed on the premises.

ARTICLE VI

ADDITIONAL COVENANTS

A. Upon the performance by Lessee of all the terms, conditions, and covenants herein contained on the part of Lessee to be kept and performed, Lessee shall have quiet and peaceful enjoyment and possession of the demised premises, though such possession shall be subject to all the rights conferred by Lessor pursuant to the conditions of this Lease.

B. Lessor and its agents shall have the right at all reasonable times during the term of this Lease to enter the demised premises for the purpose of inspecting the land and all structures and improvements thereon.

C. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new tenancy from year to year shall be automatically created between Lessor and Lessee which shall be terminable on sixty (60) days written notice served by either Lessor or Lessee on the other party.

D. If at any time during the term of this Lease, Lessee abandons the demised premises, Lessor may, at its option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages for any payment of any kind whatsoever. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor may deem proper and is hereby relieved of all liability for doing so.

E. Any notice required by the terms of this Lease shall be in writing and shall be sent by Certified Mail, Return Receipt Requested, addressed as follows:

To Lessee: P.O. Box 244, St. Augustine, Florida, 32084. To Lessor: Board of County Commissioners of St. Johns County, St. Johns County Courthouse, St. Augustine, Florida, 32084.

And notice shall be deemed given when it shall have been deposited in the United States Mail with sufficient postage prepaid thereon to carry it to its destination. The parties hereto may change the place of giving of notice, provided that any notice changing the place for the giving of notice is given in accordance with the provisions of this Section.

F. The rights of the Lessor under this Lease shall be cumulative, and failure on the part of Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any rights.

G. This Lease evidences an entire agreement and shall not be modified or altered by any verbal understanding between the parties, their agents or representatives unless and until such change or modification shall have been reduced to writing and signed by the parties.

H. This Lease is granted pursuant to the authority of Florida Statute 125.38, and a resolution of the Board of County Commissioners, County of St. Johns, on April 13, 1982.

I. This Lease shall be recorded in its entirety in the Official Public Records of St. Johns County, Florida, by Lessee at Lessee's expense and if not recorded on or before May 1, 1982, shall automatically terminate on such date.

EXHIBIT A

OFF REC 535 PAGE 557

Parcels A, B and C as described in deed recorded at Official Records Book 192, at Pages 24, et seq., Official Public Records of St. Johns County, Florida, excepting and excluding therefrom the northerly 140 feet of Parcel A as described therein.

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed by its proper corporate offices, its corporate seal to be affixed, and Lessee has executed this Lease, all of which has been done on the day and year first above written.

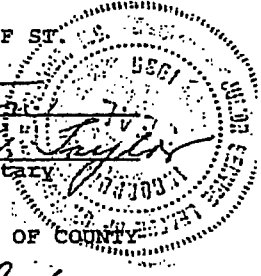
Signed, sealed and delivered in the presence of:

JUNIOR SERVICE LEAGUE OF ST. AUGUSTINE, INC.

Marie Hudson
Rep. W. [unclear]

By: Susan Burton

ATTEST Francis N. Brubaker
Corporate Secretary



Signed, sealed and delivered in the presence of:

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS

Marie Hudson

By: Francis N. Brubaker
Chairman

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Susan Burton and Nona H. Taylor to me to be the President and Secretary respectively of the corporation named herein, and that they severally acknowledged executing the same in the presence of a witness freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of April, 1982.



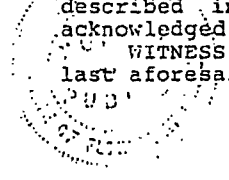
Marie Hudson
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 29, 1982

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Francis N. Brubaker as Chairman of the ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of April, 1982.



Marie Hudson
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES: 10-29-82
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 29, 1982

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

1982 APR 20 7:34 43

Paul "Bud" Markel
CLERK OF CIRCUIT COURT

EXHIBIT "B" TO RESOLUTION

88 21891

REC 619 PAGE 313

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT, made and entered into this 16th day of December, 1983, by and between THE COUNTY OF ST. JOHNS, STATE OF FLORIDA, hereinafter referred to as Lessor, and JUNIOR SERVICE LEAGUE OF ST. AUGUSTINE, INC., a corporation not-for-profit, organized and existing under the laws of the State of Florida, hereinafter referred to as Lessee:

W I T N E S S E T H:

WHEREAS, the parties have previously entered into a certain Lease Agreement dated the 13th day of April, 1982, which Lease Agreement is recorded at Official Records Book 535, Page 550, at seq Public Records of St. Johns County, Florida; and

WHEREAS, the parties desire to effectuate certain amendments to said Lease, leaving the remaining portions of said Lease unaffected;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the adequacy of said consideration being admitted by the parties, it is agreed:

1. Article IV, Section M, of the above described Lease is deleted and in lieu thereof the following language is inserted:

"M. That during the term of this Lease, Lessor will insure and keep insured the premises with Fire and Extended Coverage policies in an amount equal to 100% of the estimated replacement value of the buildings. In the event of a casualty loss to the premises, the County shall have the obligation to either: (i) Apply so much or all of the insurance proceeds received to the reconstruction of the leased premises to the condition as existing prior to the casualty loss, but only to the extent of said insurance proceeds. (ii) Deliver and pay over to the Lessee all insurance proceeds received on account of said casualty

loss provided, however, that the Lessor may condition the delivery of said sums upon the undertaking and reasonable assurance by the Lessee of applying the proceeds of said insurance to the reconstruction of the leased premises."

2. The remaining provisions of said Lease shall remain unamended and the parties hereto further ratify and confirm the contents thereof.

3. This Amendment to Lease shall be recorded in its entirety in the Official Public Records of St. Johns County, Florida, by Lessee at Lessee's expense and if not recorded on or before January 1, 1984, this Amendment shall be of no further force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed by their proper officers, their respective seals to be affixed, all of which has been done on the day and year first above written.

Signed, sealed and delivered in the presence of:

JUNIOR SERVICE LEAGUE OF ST. AUGUSTINE, INC.

J. Selby
J.B. Coomer

By: Theresa Coomes

Attest: Ann D. Beal
Corporate Secretary

Marie Hudson

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS

Henry J. Hendip

By: Chester Benet
Chairman

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, an officer and duly authorized in the State and County aforesaid to take and acknowledgments, personally appeared Theresa Coomes well known to me to be the president and Ann D. Beal Secretary respectively of the corporation named herein, and that they severally acknowledged executing the same in the presence of a witness freely and voluntarily under authority duly vested in

them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of December, 1983.

Brida A. Gault
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: 7/16/87

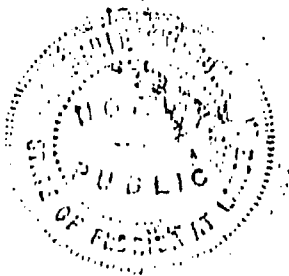
STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Chester Benet as Chairman of the ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of December, 1983.

Marie Hudson
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Oct. 20, 1986



FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

1983 DEC 21 AM 9:26

Paul "Bud" Mantel
CLERK OF CIRCUIT COURT

EXHIBIT "C" TO RESOLUTION

12... 25
367

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Public Records of
St. Johns County, FL
Clerk# 00-005916
O.R. 1473 PG 1619
12:14PM 02/11/2000
REC \$89.00 SUR \$11.50
Doc Stamps \$0.70

COPY
SUBLEASE

THIS SUBLEASE ("Sublease") is made this 1st day of January, 1998, by and between the JUNIOR SERVICE LEAGUE OF ST. AUGUSTINE, INC., a non-profit corporation, organized under the laws of the State of Florida (the "Landlord"), and SAINT AUGUSTINE LIGHTHOUSE AND MUSEUM, INC., a non-profit corporation, organized under the laws of the State of Florida (the "Tenant").

In consideration of the covenants set forth below, the parties agree as follows:

1. **Underlying Lease.** This Sublease derives from a lease (the "Base Lease") between The County of St. Johns, State of Florida, and the Junior Service League of St. Augustine, Inc., entered into April 13, 1982, a copy of which is attached hereto as Exhibit A, which is recorded in Official Records Book 535, Page 550, et seq., in the public records of St. Johns County, Florida, and the amendment thereto recorded in Official Records Book 619, Page 313.

2. **Compliance with Base Lease.** Tenant shall comply with all terms of the Base Lease, attached hereto as Exhibit A, except for payment of rent and the term of the sublease as provided herein. Landlord agrees to obtain any approvals necessary to Sublease required from The County of St. Johns, and to take no action to amend or jeopardize the Base Lease.

3. **Description of Leased Premises.** Landlord does hereby lease to Tenant the following described property (the "Premises").

See Exhibit B attached hereto and incorporated herein by reference.

In the event that Exhibit B should inadvertently include the tennis courts located in the northeast corner of the site, it is the specific intent of the parties hereto that this Sublease does not include the tennis courts or access thereto.

4. **Term.** The term of this Sublease shall begin on January 1, 1998 and end on April 19, 2020, unless sooner terminated.

If the Tenant, during the term of this Sublease, shall cease to use the Premises as a community meeting, cultural and historical facility, then this Sublease shall automatically terminate and the Tenant shall provide Landlord with a written acknowledgment that the Sublease is terminated.

5. **Rent.** The rent for the leasehold term shall be \$1.00, receipt of which is hereby acknowledged. Landlord shall pay all rents due under the Base Lease in a timely manner.

6. **Use of the Premises.** Tenant shall use the Premises as a community meeting, cultural and historical facility for use by the public at reasonable charges and with reasonable regulations, and the Premises shall be used for no further purpose whatsoever without the written consent of the Landlord.

7. **Assignment or Sublease.** Tenant shall not assign this Sublease, or further sublet or grant any concession or license to use of the Premises or any part thereof.

8. **Indemnification.** Tenant shall indemnify and hold Landlord harmless from damages resulting from the failure of Tenant to comply with any of the terms of the Base Lease and from any and all claims for loss or damage from any cause whatsoever resulting from the use and possession of the Premises by Tenant and shall further hold Landlord free and harmless from the claims of any agents, clients, guests, invitees, servants, or employees of Tenant for any damages to person or property, or death, occurring while the agents, guests, clients, invitees, servants or employees or their property is on the Premises. This provision shall survive the termination or expiration of this Sublease agreement.

9. **Risk of Loss.** Tenant assumes all risk of loss and damage, from any cause whatsoever, to property of Tenant that is brought upon the Premises.

10. **Insurance.** During the term of this Sublease, Tenant assumes all of Landlord's rights and obligations with regard to insurance as provided for in the Base Lease. Tenant shall obtain and maintain insurance as provided for in Article IV, Sections M (as amended) and N of the Base Lease, and each policy shall name both the Tenant and Landlord as insureds. Tenant shall promptly deliver to Landlord a certificate of insurance or a certified copy of each policy of insurance Tenant is required to obtain and shall so deliver to Landlord any new certificate of insurance or a certified copy of any new policy no later than thirty (30) days prior to the expiration of each such policy covering the same risks.

11. **Utilities.** Tenant shall arrange for and shall pay for all utility services required on the Premises, including, but not limited to, gas, electricity, water, sewer and telephone. In addition, Tenant shall indemnify Landlord against any liability or damages arising in connection with the use of utilities.

12. **Condition and Maintenance of the Premises.** For the duration of this Sublease, Tenant assumes all of Landlord's rights and obligations with regard to the condition and maintenance of the Premises as provided for in the Base Lease.

13. **State and Local Taxes.** If as a result of any future act of the Congress of the United States subjecting government owned property to taxation, any taxes, assessments or similar charges are imposed by state or local authorities upon the Premises (other than upon Tenant's possessory interest therein), those taxes, assessments or similar charges shall be paid by Tenant when due and payable.

14. **Attorneys' Fees.** In the event it is necessary for either party to resort to a court of law to enforce this Sublease or any provision hereof, the prevailing party shall be entitled to recover reasonable attorneys' fees and permissible costs at all levels of the proceedings, in addition to any other relief granted.

15. **Default.** If Tenant defaults in the observance or performance of any term or covenant on the Tenant's part to be observed or performed under any of the terms or provisions in any section of this Sublease, Landlord may immediately or at any time thereafter, after due notice to Tenant, perform the same for Tenant; and if Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, the sums paid or obligations incurred, with interest and costs, shall be deemed to be additional rent hereunder and shall be paid by Tenant to Landlord within thirty (30) days after receipt by Tenant of a bill or statement setting forth the expenses or obligations so incurred. The rights of the parties under this Sublease shall be cumulative and the failure on the part of either party to exercise properly any rights given thereunder shall not operate to forfeit any of those rights. Tenant shall have the right to perform any obligation of Landlord under the Base Lease should Landlord default on any such obligation.

16. **Quiet Enjoyment.** Upon the performance by Tenant of all the terms, conditions and covenants herein contained, Tenant shall have quiet and peaceful enjoyment and possession of the Premises, though such possession shall be subject to all rights conferred by Landlord pursuant to the conditions of this Sublease.

17. **Inspection.** Landlord and its agents shall have the right at all reasonable times during the term of this Sublease to enter the Premises for the purpose of inspecting the land and all structures and improvements thereon.

18. **Holding Over.** Should Tenant remain in possession of the Premises with the consent of Landlord after the natural expiration of this Sublease, a new tenancy from year to year shall be automatically created between Landlord and Tenant which shall be terminable on sixty (60) days written notice served by either Landlord or Tenant on the other party.

19. **Abandonment.** If at any time during the term of this Sublease Tenant abandons the Premises, Landlord may, at its option, enter the Premises by any means without being liable for any prosecution therefore, and without becoming liable to Tenant for damages for any payment of any kind whatsoever. If Landlord's right of re-entry is exercised following abandonment of the Premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the Premises to have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord may deem proper and is hereby relieved of all liability for doing so.

20. **Notice.** Time is of the essence of this Sublease. Any notice by either party to the other shall be in writing and shall be sent by U.S. mail, express mail or hand delivered to the parties at the following address:

If to Tenant at: Saint Augustine Lighthouse and Museum, Inc.
81 Lighthouse Avenue
St. Augustine, Florida 32084

If to Landlord at: Junior Service League, Inc.
Post Office Box 244
St. Augustine, Florida 32085-0244

Notice shall be deemed to have been duly given upon receipt. Any reference herein to periods of less than six (6) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday, shall extend to 5:00 p.m. of the next full business day.

21. **Effect of Failure to Insist on Strict Compliance.** The failure of either party to insist on strict performance of any covenant or condition of this Sublease, or to exercise any option, herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. The rights of the parties under this Sublease shall be cumulative and the failure on the part of either party to exercise properly its rights given hereunder shall not operate to forfeit any of those rights. This Sublease may not be modified or terminated orally.

22. **Other Representations and Agreements.** No other agreements, representations or promises shall be binding on the parties to this Sublease except those agreements, representations and promises contained herein or in some future writing signed by the party making such representations or promises. The parties expressly acknowledge and agree that they have neither made nor relied upon any promise or representation except for those expressly set forth in this Sublease.

23. **Hazardous Substances.** The Tenant shall not manufacture, store or dispose of in or about the Premises any substance defined as a hazardous substance, hazardous waste, toxic substance, or contaminant (other than usual and customary solvents, cleaning materials, or other similar materials used in compliance with applicable laws and regulations) under the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended from time to time; the Federal Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended from time to time; the State of Florida's 1974 Resource Recovery and Management Act, as amended from time to time; or any other or further legislation, rule, ruling, statute, or guideline promulgated by competent public authority and governing the use, storage or disposition of such materials, nor shall Tenant conduct its business in violation of the above cited Acts and regulations. Tenant shall and does hereby indemnify and hold Landlord harmless from all manner of loss, damage, cost or expense (including attorneys' fees and court costs) which Landlord may suffer as a result of Tenant's breach of the provisions of this paragraph. The provisions of this paragraph shall survive the termination or expiration of this Sublease.

24. **Subordination of Lease.** This Sublease shall be subject and subordinate to all underlying leases and to mortgages which may now or hereafter affect such leases or the real property of which the Premises form a part, and also to all renewals, modifications, consolidations, and replacements of the underlying leases and mortgages. ~~Although no instrument or act on the part of Tenant shall be necessary to effectuate such subordination, Tenant will, nevertheless, execute and deliver such further instruments confirming such subordination of this Sublease as may be desired by the holders of such mortgages or by any of the Landlords under such underlying leases.~~

25. **Licenses.** Tenant shall maintain at all times during the Sublease term all state and local licenses necessary for operation of the Premises as a community meeting, cultural and historical facility.

26. **Binding Effect on Successors and Assigns.** The provisions of this Sublease shall apply to, bind and inure to the benefit of Landlord and Tenant, and their respective heirs, successors, legal representatives and assigns.

27. **Severability.** Should any one or more of the provisions of this Sublease be determined to be illegal or unenforceable as to one or more of the parties, all other provisions, nevertheless, shall remain effective and binding on the parties thereto.

28. **Governing Law.** This Sublease shall be governed by the laws of the State of Florida.

29. **Judicial Interpretation.** Should any of the provisions of this Sublease require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by the party who itself or through its agents prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

30. **Radon.** FLORIDA LAW REQUIRES THE FOLLOWING NOTICE: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health unit.

COPY

IN WITNESS WHEREOF the parties have executed this Sublease on the date specified above.

Signed, sealed and delivered in the presence of:

Sarah Roberts
Witness

Nancy A. McAlum
Witness

JUNIOR SERVICE LEAGUE OF ST. AUGUSTINE INC.
By: Jane R. Masson
Its: President

Landlord

ADDRESS: 81 Lighthouse Avenue
St. Augustine, FL 32086

Nancy A. McAlum
Witness
Antonia R. Hankins
Witness

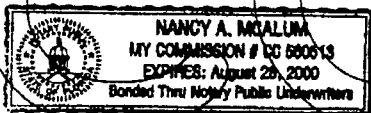
SAINT AUGUSTINE LIGHTHOUSE AND MUSEUM, INC.
By: Barbara J. Board
Its: President

Tenant

ADDRESS: 81 Lighthouse Avenue
St. Augustine, FL 32086

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 15th day of July, 1998, by the Junior Service League of St. Augustine, Inc., by Jane R. Masson, its President, Landlord, who () is personally known to me or () has produced Florida driver's license number _____ as identification.



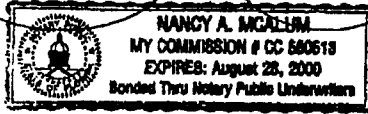
Nancy A. McAlum
Notary Public

(Name of Notary Typed or Printed)
My Commission Number: _____
My Commission Expires: _____

OR1473PG1625

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 14th day of July, 1998, by the Saint Augustine Lighthouse and Museum, Inc., by Barbara T. Bozard, its President, Tenant, who is personally known to me or () has produced Florida driver's license number _____ as identification.



Nancy A. McElism
Notary Public

(Name of Notary Typed or Printed)
My Commission Number: _____
My Commission Expires: _____

COPY

COPY

~~COPY~~

CONSENT

Pursuant to the provisions of Article IV, Paragraph C of that lease between the County of St. Johns, State of Florida and Junior Service League of St. Augustine, Inc. dated April 13, 1982 and recorded at Official Records Book 535 Page 550, Public Records of St. Johns County, Florida: the Board of County Commissioners of the County of St. Johns, State of Florida at a meeting duly convened under law hereby approves the sublease between Junior Service League of St. Augustine, Inc. and Saint Augustine Lighthouse and Museum, Inc. dated September 8, 1998.

~~COPY~~

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Its Chair



Cheryl Strickland, Clerk
By: [Signature]
Deputy Clerk

~~COPY~~

CONSENT

(Revised)

Pursuant to the provisions of Article IV, Paragraph C of that lease between the County of St. Johns, State of Florida and Junior Service League of St. Augustine, Inc. dated April 13, 1982 and recorded at Official Records Book 535, Page 550, public records of St. Johns County, Florida; the Board of County Commissioners of the County of St. Johns, State of Florida at a meeting duly convened under law and held on September 8, 1998, approved the sublease agreement between Junior Service League of St. Augustine, Inc. and Saint Augustine Lighthouse and Museum, Inc. dated January 1, 1998

COPY

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

Attest: Cheryl Strickland, Clerk
By: *Alicia DePrende*
Deputy Clerk

By: *Maureen A. Floyd*
Its Chair
COPY

COPY

THIS LEASE made this 13th day of April, 1982, by and between THE COUNTY OF ST. JOHNS, STATE OF FLORIDA, hereinafter referred to as LESSOR, and JUNIOR SERVICE LEAGUE OF ST. AUGUSTINE, INC., a corporation not for profit, organized under the laws of the State of Florida, hereinafter referred to as Lessee:

COPY

ARTICLE I
PROPERTY DEMISED

Upon the terms and conditions hereinafter set forth, Lessor does hereby lease, let and demise unto Lessee and Lessee does hereby rent of and from Lessor the following-described property, to wit:

See Exhibit A attached hereto and incorporated herein by reference.

In the event that Exhibit A should inadvertently include the tennis courts located in the northeast corner of the site, it is the specific intent of the parties hereto that this Lease does not include the tennis courts or access thereto.

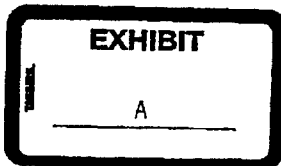
COPY

ARTICLE II
DURATION OF LEASE TERM

A. The term and duration of this Lease shall be ninety-nine (99) years commencing from the date of this Lease, provided however, that if the said JUNIOR SERVICE LEAGUE OF ST. AUGUSTINE, INC., shall not commence reconstruction of the improvements in accord with plans and specifications having the prior approval of the Board on said property within five (5) years of the date hereof, or if the Lessee shall have not substantially completed said improvements by ten (10) years from the date hereof, then this Lease shall automatically terminate and the Lessee shall provide Lessor with a written acknowledgment that the lease has terminated, and

COPY

FURTHER PROVIDED that if the Lessee, during the term of this Lease shall cease to use the property as a community meeting,



cultural and historical facility, then this Lease shall automatically terminate and the Lessee shall provide Lessor with a written acknowledgment that the Lease is terminated.

COPY

ARTICLE III

RENT

The rent for the leasehold term shall be \$1.00, receipt of which is hereby acknowledged.

ARTICLE IV

COVENANTS

It is covenanted and agreed by and between the parties hereto that Lessee shall keep, perform and abide by each of the following covenants and conditions:

COPY

A. Lessee shall secure the prior written approval of Lessor of all plans and specifications for the construction or reconstruction of improvements on the site and shall insure that all such construction is in conformity with the approved plans and specifications.

B. Lessee shall use the demised premises as a site to reconstruct and operate a facility as a community meeting, cultural and historical facility for use by the public for the social and cultural use of the public, at reasonable charges and with reasonable regulations, which regulations must be approved by Lessor prior to implementation, as established by Lessee and the property shall be used for no other purpose whatsoever without the written consent of the Lessor.

COPY

C. Lessee shall not assign this Lease, or sublet or grant any concession or license to use the premises or any part thereof without the prior written consent of the Lessor.

D. Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments, and of any and all of their departments and bureaus applicable to the demised premises, for all purposes, including but not limited to the correction, prevention, and abatement of nuisances or other

grievances, in, upon or connected with the demised premises during the lease term.

E. Lessee assumes all risks of loss and damage, from any cause whatsoever, to property of Lessee that is brought upon the demised premises.

F. Lessee shall and will hold Lessor harmless from any and all claims for loss or damage from any cause whatsoever resulting from the use and possession of the demised premises by Lessee and shall further hold Lessor free and harmless from the claims of any agents, clients, patients, guests, invitees, servants, or employees of Lessee for any damages to person or to property occurring while the agents, guests, clients, patients, invitees, servants, or employees or their property is upon the demised premises.

G. Lessee shall not suffer the demised premises or any erection or improvement thereon to become subject to any lien, charge, or encumbrance whatsoever, and shall indemnify Lessor against all such liens, charges and encumbrances. The interest of the Lessor shall not be subject to liens for improvements made by Lessee.

H. Lessee shall arrange for and shall pay for all utility services required on the demised premises, including, but not limited to, gas, electricity, water, sewer, and telephone; and Lessee shall indemnify the Lessor against any liability or damages arising in connection with the use of utilities.

I. At the expiration of the lease term, Lessee shall quit and surrender the demised premises, and all real property improvements and fixtures constructed on or added to the leased property shall be the property of the Lessor unless the Lessor requests Lessee in writing to remove such improvements and fixtures in which event Lessee shall cause same to be removed by the date of the Lease termination or within sixty (60) days, whichever is later. Any personal property or chattel not removed prior to the lease termination shall become the property of the Lessor.

J. Lessee shall keep any building, structure, or fixture on the demised premises in a clean, neat, and orderly condition, and shall maintain the immediate surrounding grounds in an equally clean, neat, and safe condition, at all times, keeping papers, bottles, and similar items of trash and refuse off the grounds.

K. Lessee shall pay and indemnify Lessor against all costs and charges, including Lessor's legal fees, lawfully and reasonably incurred in regaining possession of the demised premises after default of Lessee, or after the Lessee's failure to surrender possession upon expiration of the term of this Lease, or otherwise incurred by Lessor to enforce any covenants of this Lease.

L. If Lessee defaults in the observance or performance of any term of covenant on the Lessee's part to be observed or performed under any of the terms or provisions in any section of this Lease, Lessor may immediately or at any time thereafter, after due notice to Lessee, perform the same for Lessee; and if Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith, sums paid or obligations incurred, with interest and costs, shall be deemed to be additional rent hereunder and shall be paid by Lessee to Lessor within thirty (30) days after receipt by Lessee of a bill or statement setting forth the expenses or obligations so incurred.

M. That during the term of this Lease, Lessor will insure and keep insured the premises with Fire and Extended Coverage policies in an amount equal to 100% of the estimated replacement value of the buildings and fixtures which may have been paid for by the Lessee.

N. Lessee shall keep the demised premises insured throughout the term of this Lease against the following:

- Claims for personal injury or property damage,
- under a policy of general public liability insurance, in the amounts of \$100,000.00 per person and \$300,000.00 per incident, or such

other limits as may be reasonably requested by Lessor, from time to time.

All insurance provided for in accordance with this Lease shall be effected under enforceable policies issued by insurers of recognized responsibility licensed to do business in the State of Florida and shall name St. Johns County as an insured entity thereunder, and Lessee shall provide proof to Lessor that Lessee has obtained all required insurance and shall notify Lessor immediately in the event all or any part of the coverage is cancelled or suspended. Lessee recognizes and agrees that any insurance of Lessor covering the demised premises shall not reduce the insurance required of Lessee.

O. Lessee shall not make or suffer waste to the real property, improvements and fixtures and shall continuously maintain same in good repair.

ARTICLE V
MAINTENANCE, REPAIRS AND ALTERATIONS

Lessor shall retain the responsibility for the maintenance and repair of all exterior, roofing, and structural elements of the building located on the leased property together with such repairs or replacements of the plumbing, heating, ventilation and air conditioning, electrical and other necessary repairs to the fixtures and equipment located thereon as exceed in cost the sum of ONE THOUSAND DOLLARS (\$1,000.00) per year. Lessor shall maintain and repair all paved areas of the leased premises.

Lessee shall maintain the property in good clean condition and shall perform all routine maintenance, interior, painting, landscaping of the immediate grounds and the like. Any renovations, repairs, or improvements to the leased premises shall not result in the leased premises being subject to mechanics liens to the extent that such improvements are contracted for by Lessee. Lessee shall institute and comply with all reasonable requirements of the Lessor regarding the performance of its maintenance obligations, including, but not limited to, institution of preventative maintenance programs as

may be specified by Lessor; which preventative maintenance programs shall include but not be limited to the requirement that Lessee, at its expense, obtain service maintenance contracts for all heating, air conditioning and other mechanical equipment as may be present or installed on the premises.

COPY

ARTICLE VI

ADDITIONAL COVENANTS

A. Upon the performance by Lessee of all the terms, conditions, and covenants herein contained on the part of Lessee to be kept and performed, Lessee shall have quiet and peaceful enjoyment and possession of the demised premises, though such possession shall be subject to all the rights conferred by Lessor pursuant to the conditions of this Lease.

B. Lessor and its agents shall have the right at all reasonable times during the term of this Lease to enter the demised premises for the purpose of inspecting the land and all structures and improvements thereon.

COPY

C. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new tenancy from year to year shall be automatically created between Lessor and Lessee which shall be terminable on sixty (60) days written notice served by either Lessor or Lessee on the other party.

D. If at any time during the term of this Lease, Lessee abandons the demised premises, Lessor may, at its option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages for any payment of any kind whatsoever. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor may deem proper and is hereby relieved of all liability for doing so.

COPY

E. Any notice required by the terms of this Lease shall be in writing and shall be sent by Certified Mail, Return Receipt Requested, addressed as follows:

To Lessee: P.O. Box 244, St. Augustine, Florida, 32084. To Lessor: Board of County Commissioners of St. Johns County, St. Johns County Courthouse, St. Augustine, Florida, 32084.

And notice shall be deemed given when it shall have been deposited in the United States Mail with sufficient postage prepaid thereon to carry it to its destination. The parties hereto may change the place of giving of notice, provided that any notice changing the place for the giving of notice is given in accordance with the provisions of this Section.

F. The rights of the Lessor under this Lease shall be cumulative, and failure on the part of Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any rights.

G. This Lease evidences an entire agreement and shall not be modified or altered by any verbal understanding between the parties, their agents or representatives unless and until such change or modification shall have been reduced to writing and signed by the parties.

H. This Lease is granted pursuant to the authority of Florida Statute 125.38, and a resolution of the Board of County Commissioners, County of St. Johns, on April 13, 1982.

I. This Lease shall be recorded in its entirety in the Official Public Records of St. Johns County, Florida, by Lessee at Lessee's expense and if not recorded on or before May 1, 1982, shall automatically terminate on such date.

COPY

OR1473PG1634

EXHIBIT A

OR1473P01635

Parcels A, B and C as described in deed recorded at Official
Records Book 192, at Pages 24, et seq., Official Public Records
of St. Johns County, Florida, excepting and excluding therefrom
the northerly 140 feet of Parcel A as described therein.

COPY

COPY

COPY

OR1473PG1636

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed by its proper corporate offices, its corporate seal to be affixed, and Lessee has executed this Lease, all of which has been done on the day and year first above written.

Signed, sealed and delivered in the presence of:

Marie Hudson
[Signature]

Signed, sealed and delivered in the presence of:

Marie Hudson

JUNIOR SERVICE LEAGUE OF ST. AUGUSTINE, INC.

By: [Signature]

ATTEST [Signature]
Corporate Secretary

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS

By: Francis N. Brubaker
Chairman

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Susan Burton and Ronald J. Jay known to me to be the President and Secretary respectively of the corporation named herein, and that they severally acknowledged executing the same in the presence of a witness freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.
WITNESS my hand and official seal in the County and State last aforesaid this 14th day of April, 1982.

Marie Hudson
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 27, 1983

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Francis N. Brubaker as Chairman of the ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.
WITNESS my hand and official seal in the County and State last aforesaid this 16th day of April, 1982.

Marie Hudson
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES: 10-27-83
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 27, 1983

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

1982 APR 20 PM 3:43

Carl "Bud" Morkel
CLERK OF CIRCUIT COURT

VERIFIED BY
MA8

AMENDMENT TO LEASE AGREEMENT

OR1473PG1637

THIS AMENDMENT, made and entered into this 16th day of December, 1983, by and between THE COUNTY OF ST. JOHNS, STATE OF FLORIDA, hereinafter referred to as Lessor, and JUNIOR SERVICE LEAGUE OF ST. AUGUSTINE, INC., a corporation not-for-profit, organized and existing under the laws of the State of Florida, hereinafter referred to as Lessee:

W I T N E S S E T H:

WHEREAS, the parties have previously entered into a certain Lease Agreement dated the 13th day of April, 1982, which Lease Agreement is recorded at Official Records Book 535, Page 550, et seq Public Records of St. Johns County, Florida; and

WHEREAS, the parties desire to effectuate certain amendments to said Lease, leaving the remaining portions of said Lease unaffected;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the adequacy of said consideration being admitted by the parties, it is agreed:

1. Article IV, Section M, of the above described Lease is deleted and in lieu thereof the following language is inserted:

"M. That during the term of this Lease, Lessor will insure and keep insured the premises with Fire and Extended Coverage policies in an amount equal to 100% of the estimated replacement value of the buildings. In the event of a casualty loss to the premises, the County shall have the obligation to either: (i) Apply so much or all of the insurance proceeds received to the reconstruction of the leased premises to the condition as existing prior to the casualty loss, but only to the extent of said insurance proceeds. (ii) Deliver and pay over to the Lessee all insurance proceeds received on account of said casualty

also provided, however, that the Lessor may condition the delivery of said sums upon the undertaking and reasonable assurance by the Lessee of applying the proceeds of said insurance to the reconstruction of the leased premises."

2. The remaining provisions of said Lease shall remain unamended and the parties hereto further ratify and confirm the contents thereof.

3. This Amendment to Lease shall be recorded in its entirety in the Official Public Records of St. Johns County, Florida, by Lessee at Lessee's expense and if not recorded on or before January 1, 1984, this Amendment shall be of no further force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed by their proper officers, their respective seals to be affixed, all of which has been done on the day and year first above written.

Signed, sealed and delivered in the presence of:

J. Betty
J. Bloomer

Marie Hudson

Henry J. Hendip

JUNIOR SERVICE LEAGUE OF ST. AUGUSTINE, INC.

By: *Theresa Cooney*

Attest: *Ann D. Boal*
Corporate Secretary

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS

By: *Chester Benet*
Chairman

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, an officer and duly authorized in the State and County aforesaid to take and acknowledgments, personally appeared *Theresa Cooney* well known to me to be the *President* and *Ann D. Boal* respectively of the corporation named herein, and that they severally acknowledged executing the same in the presence of a witness freely and voluntarily under authority duly vested in

DR 1473 P 61639

by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of December, 1983.

[Signature]
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: 7/16/87

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Chasler Benet as Chairman of the ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of December, 1983.

Marie Hudson
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES:
NOTARY PUBLIC STATE OF FLORIDA
My Commission Expires Oct. 28, 1988

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

1983 DEC 21 AM 9:26

Paul "B. A." Mankel
CLERK OF CIRCUIT COURT

COPY COPY COPY

EXHIBIT "B"

**SUBLEASE AGREEMENT BETWEEN
JUNIOR SERVICE LEAGUE OF ST. AUGUSTINE, INC. AND
SAINT AUGUSTINE LIGHTHOUSE AND MUSEUM, INC.**

COPY

Parcels A, B, and C, as described in deed recorded at Official
Records Book 192, at Pages 24, et seq., Official Records of St. Johns
County, Florida, excepting and excluding therefrom the northerly 140
feet of Parcel A as described therein.

COPY

F:\G:\Corporate\Lighthouse 9-97-260\exh b - lightkeeper's house.wpd

COPY

EXHIBIT "D" TO RESOLUTION

Public Records of
St. Johns County, FL
Clerk# 00-005917

This instrument prepared by:
JOSEPH L. BOLES, JR., ESQUIRE
Florida Bar No. 437522
120 Charlotte Street
St. Augustine, FL 32084
(904) 824-4278

O.R. 1473 PG 1641
12:14PM 02/11/2000
REC \$13.00 SUR \$2.00

COPY

EXTENSIONS TO SUBLEASE

THIS EXTENSION TO SUBLEASE is made this 27th day of JANUARY, 2000, by and between the **JUNIOR SERVICE LEAGUE OF ST. AUGUSTINE, INC.**, a non-profit

corporation, organized under the laws of the State of Florida (the "Landlord" under the Sublease dated January 1, 1998), and **SAINT AUGUSTINE LIGHTHOUSE AND MUSEUM, INC.**, a non-profit corporation, organized under the laws of the State of Florida (the "Tenant" under the Sublease dated January 1, 1998).

IN CONSIDERATION of the covenants set forth below, the parties agree as follows:

1. This extension is to that certain Sublease between the **JUNIOR SERVICE LEAGUE OF ST. AUGUSTINE, INC.** (the "Landlord") and **SAINT AUGUSTINE LIGHTHOUSE AND MUSEUM, INC.** (the "Tenant"), dated January 1, 1998, recorded in O.R. 1473, Page 1619 public records of St. Johns County, Florida ("Sublease").

2. The term of the Sublease was for a twenty (20) year term, beginning January 1, 1998 and ending on April 19, 2020.

3. The Landlord and Tenant hereby agree and the Landlord extends to the Tenant the sole option and ability to extend the "Sublease" for two (2) additional twenty (20) year periods, the first beginning April 20, 2020 and the second beginning April 20, 2040.

COPY

COPY

4. All other terms and conditions of the "Sublease" shall remain the same.

OR1473PG1642

IN WITNESS WHEREOF, the parties have executed this Extension on the date specified below.

Signed, sealed and delivered in the presence of:

JUNIOR SERVICE LEAGUE OF ST. AUGUSTINE, INC.
BY: Beverly F. Fowler
Its: PRESIDENT

[Signature]
Witness

[Signature]
Witness

LANDLORD

Diane Solana
Witness DIANE SOLANA
[Signature]
Witness

SAINT AUGUSTINE LIGHTHOUSE AND MUSEUM, INC.
BY: [Signature]
Its: Chairperson Board of Trustees

TENANT

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 27th day of January, 2000, by the JUNIOR SERVICE LEAGUE OF ST. AUGUSTINE, INC., by Beverly Fowler its PRESIDENT, Landlord, who is personally known to me or () has produced Florida driver's license number _____ as identification.

[Signature]
Notary Public

Julie E. Smith
Notary Public
Julie E. Smith
(Name of Notary Typed/Printed)
Commission Number CC 676204
Commission Expires 09-01-01

Julie E. Smith
My Commission C0678204
Expires September 01, 2001

Julie E. Smith
My Commission
Expires September

STATE OF FLORIDA
COUNTY OF ST. JOHNS

OR1473PG1643

THE FOREGOING instrument was
acknowledged before me this 27th day of

JANUARY, 2000, by the SAINT
AUGUSTINE LIGHTHOUSE AND MUSEUM, INC., by Nancy R. Sikes-Klave
its _____, Tenant, who is personally known to me
or () has produced Florida driver's license number
S 224-636-56891-D as identification

COPY

Merilee Leaders
Notary Public
Commission # CC 731177
Expires May 18, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.

Merilee Leaders
Notary Public
MERILEE LEADERS
(Name of Notary Typed/Printed)
Commission Number _____
Commission Expires _____
lighthouse2.00b

COPY

COPY

MINUTES

expansion, target industry recruitment, and announced projects. She reviewed upcoming projects and did a first quarter preview.

(10/17/06 - 13 - 11:46 a.m.)

4. CONSIDER ADOPTING A RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A SECOND AMENDMENT FOR LEASED SPACE BY THE JUNIOR SERVICE LEAGUE OF ST. AUGUSTINE, INC.

Kathy Fleming, Executive Director, St. Augustine Lighthouse and Museum, Inc., stated they had met with the community and reported their findings. She noted that specimen trees had been studied, and reviewed the athletic facilities requests by members of the neighborhood. She said they were there to request permission to build in another area marked in their packets as Option B. She noted the building would have to be redesigned but it would have no impact on the residential area.

(11:52 a.m.) Stevenson said she had not heard the discussions with the City of St. Augustine. She asked what the City's involvement should be. Fleming read a letter from Bill Harris, City Manager, citing a memo from Mark Knight, Planning Director. It said that the City had taken no position in regard to the site.

(11:53 a.m.) Maguire thanked them for taking the tennis court sites out, and said there had been much support from the community, but expressed concern for the perception that the Board was endorsing the project prior to City approval. He said they needed to understand that they had to get permission from the City's Building Department to build the building, and he would support building it with that understanding.

(11:56 a.m.) Rich asked for a caveat that the City of St. Augustine be required to approve the project. Maguire said that was acceptable.

(11:56 a.m.) Edith Stein, 4 Ponce de Leon Ave., was opposed to the building expansion, as they did not want more tourism traffic in the neighborhood.

(11:58 a.m.) Ron Asner, Magnolia Ave. in Lighthouse Park, spoke against the expansion. He presented petitions from neighborhood residents, and there were only two or three people in the entire area who were for the museum expansion. He submitted a letter from Mr. Mussallem to be read into the record.

(12:03 p.m.) Maurice Levor, 948 Lew Blvd., said he had lived in the lighthouse neighborhood for over 25 years and spoke against the expansion. He said it would generate more traffic, and the marine archeology center would be more appropriately located at the Whitney Lab site.

(12:06 p.m.) Tracy Stein, 4 Ponce de Leon Ave., spoke against the building expansion. He questioned why it had to be in their neighborhood.

(12:08 p.m.) Donna Stephens, 1937 Lymington Way, spoke in favor of the expansion and stated that the historical significance was important for the education of the community and it's children.

(12:10 p.m.) Bob Stephens, 1937 Lymington Way, St. Augustine Archeological Association President, asked for their support of the expansion for the educational opportunities it would provide to current and future generations of school children. He said the history of the ocean was important to the history of St. Augustine.

(12:12 p.m.) Paul Wenglowsky, 2006 Gary St., Palatka, Director of Maritime Education at the St. Augustine Lighthouse Museum, spoke of the learning opportunities available to all children at the museum and spoke in favor of the expansion. He said physically challenged children were currently unable to access the building and the new building would provide access for those individuals. He said it was important to keep the educational facilities in the same location for the children, as every part of the program centered on the lighthouse. He said they simply wanted to supplement what they were doing already.

(12:17 p.m.) Bryant announced that Rich and Stevenson would be leaving the meeting momentarily to attend a Value Adjustment Board meeting.

(12:18 p.m.) Joel Darack, 1 Holly Lane, stated he was uncertain on where the museum should be. He asked them to look at it carefully, balanced and with respect to the neighborhood and City.

(12:20 p.m.) Nancy Lardner, 29 Busam St., spoke against the expansion, as there was heavy traffic and it increased daily. She noted the signage was inadequate and the street was narrow and did not facilitate the heavy traffic.

(12:22 p.m.) Stevenson and Rich returned to the meeting.

(12:23 p.m.) Ray Hamel, 13 Bermuda Run Way, spoke in favor of the expansion and noted there was great volunteer involvement in the museum. He said their intent was not to increase traffic but to give their people room to work. He noted that other locations had been looked at and evaluated and they decided the current location was the best site.

(12:26 p.m.) Dr. Samuel Turner, 1462 N. Whitney St., Archeological Director at the Lighthouse Museum, spoke in support of the expansion and the reasons why it was important to build adjacent to the lighthouse. He said 54,000 school children came through the museum each year at no cost to the school system.

(12:28 p.m.) Rich asked why the facility could not be located elsewhere because of bussing the children. Turner clarified that they had been bused to the lighthouse and it took time out of, and affected the quality of, the program to load, unload, reload and unload the children again.

(12:30 p.m.) Stevenson commented about bussing and said that moving the children broke their attention span and it would create a quality issue for their learning experience.

(12:31 p.m.) Beverly Henry, 408 Camelia Trail, spoke in favor of the expansion and the educational opportunities that would be available at the Maritime Museum. She noted that experiential education was an important teaching tool for children, which were our greatest asset and our future.

(12:33 p.m.) Rick Cain, 138 Lions Gate Dr., Sr. Director at the Lighthouse Museum, spoke about the traffic and the difficulty of securing signage on A1A. He said that their concern was for the neighborhood, and signage was now present to direct traffic away from the neighborhood and onto Red Cox Road. He said they were committed to keeping the neighborhood safe.

(12:35 p.m.) Kayla Douglas, 74 Lighthouse Ave., spoke against the expansion. She noted she was a lifetime resident of the neighborhood, and she was opposed to site B,

on Carver Avenue, which was one-way. She said truck traffic would erode the property of homeowners in the area. She suggested alternative site C instead, or in a commercial area. She said she had no problem with the Maritime Museum itself.

(12:39 p.m.) Stern commented about the original Maritime Museum location, and expressed concern about the traffic, signage and parking at the current location.

(12:43 p.m.) Maguire expressed support but said it needed to be coordinated with the City. He also said the State Historic Preservation Office should give a recommendation along with the County and City. He stated he was not ready to make a decision that day as access points needed to be reviewed, there should be no increased traffic and he urged no expansion of their current program.

(12:46 p.m.) Rich said Maguire's suggestion was good, to bring the City into the process, and he would support it with the caveat that the City of St. Augustine be included in the decision making process.

(12:48 p.m.) Stevenson read Edward G. Mussallem's letter into the record. Stevenson questioned the reference to Lighthouse Park. Fleming said different people used Lighthouse Park in different capacities. Stevenson also noted that some of the petition signers were concerned about the trail access area and its preservation. Fleming said there was no plan to close the access trail.

(12:51 p.m.) Bryant said he would support the second option with the renewal of the lease, but the final say-so was with the City.

(12:52 p.m.) Motion by Rich, seconded by Bryant, to adopt Resolution No. 2006-361, approving the location of a Maritime Education Center on property presently leased from St. Johns County to the Junior Service League of St. Augustine, Inc., on an area known as site B, C or D, pending approval of this project by the St. Augustine City Commission.

McCormack stated that the maker of the motion might want to include a time frame for the approval of the resolution.

(12:53 p.m.) Rich amended the motion to include a two-year time limit, Bryant who had seconded the motion, agreed upon the amendment.

Hunt said it was for the location of the Maritime Education Center and not for construction. Stevenson said the motion was more carte blanche than she would like to give. Hunt clarified that the resolution before the Board approved the location of the Maritime Education Center. If they wanted something different they needed to make it clear as to what they wanted.

(12:58 p.m.) Bryant asked for the caveat that Federal approval be secured.

(12:59 p.m.) Rich asked for clarification from Legal Counsel. Hunt said he included Federal because he thought it was approval of the City only. He said Federal approval would be necessary. Rich said the Federal approval process would be during the permitting phase. Hunt said it could come in earlier, but typically it came during the permitting process. Rich said his motion stood as presented.

(1:01 p.m.) The motion carried 5/0.