

RESOLUTION NO. 2009- 359

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF A LONG-TERM LEASE BETWEEN ST. JOHNS COUNTY, FLORIDA, AND ST. AUGUSTINE SOCIETY, INC., A/K/A ST. FRANCIS HOUSE, WHICH AUTHORIZES THE UTILIZATION OF FIRE STATION 15 BY THE ST. FRANCIS HOUSE, AND AUTHORIZES THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE LONG-TERM LEASE ON BEHALF OF THE COUNTY

RECITALS

WHEREAS, the County in cooperation with the City of St. Augustine recognizes the needs of the Homeless population; and

WHEREAS, currently St. Francis House, which serves the Homeless population, is located in an aging structure with insufficient space to serve the growing needs of the Homeless in the City of St. Augustine and St. Johns County; and

WHEREAS, Fire Station #15 on Old Moultrie Road is being phased out by the St. Johns County Fire Service; and

WHEREAS, Fire Station #15 is situated in an excellent location suitable for the needs of St. Francis House and their clients and is further described in the draft County Lease attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, St. Francis House desires to expand overall shelter capacity and emergency shelter capacity along with improved food service; and

WHEREAS, the St. Augustine Society, Inc., A/K/A St. Francis House, is a Florida not-for-profit corporation; and

WHEREAS, the St. Augustine Society, Inc., A/K/A St. Francis House, is organized, in part, for purposes of promoting community interest and welfare; and

WHEREAS, the St. Augustine Society, Inc., A/K/A St. Francis House, has requested and made application for a long-term Lease of an existing County Building (a copy which is attached and incorporated herein); and

WHEREAS, the County wishes to enter into a long-term Lease with St. Francis House, for a nominal sum; and

WHEREAS, a Lease between the County and the St. Augustine Society, Inc., A/K/A St. Francis House, is attached hereto, and incorporated herein; and

WHEREAS, the attached and incorporated Lease is for a term commencing on March 1, 2010, and running until, and through 11:59 pm on February 29, 2109; and

WHEREAS, the attached and incorporated Lease, sets forth a rental rate of \$1.00 (one dollar) for the entire Lease term; and

WHEREAS, pursuant to, and consistent with, Section 125.38, Florida Statutes, the Board of County Commissioners of St. Johns County, Florida, must declare a community and public purpose, in order to enter a long-term Lease, for a nominal sum; and

WHEREAS, pursuant to, and consistent with, Section 125.38, Florida Statutes, the Board of County Commissioners of St. Johns County, Florida declares that leasing County Fire Station #15 establishes both a community and purpose, in that the County leasing County Fire Station #15 to the St. Augustine Society, Inc., A/K/A St. Francis House, will provide transitional shelter and support to the homeless located within St. Johns County; and

WHEREAS, as of the effective date of the Lease, County Fire Station will no longer be needed for County purposes; and

WHEREAS, the Board has determined that it is in the basic interests of the County to enter into, and execute a long-term Lease for a nominal amount, with St. Augustine Society, Inc., A/K/A St. Francis House, in order to provide transitional shelter and support to the homeless located within St. Johns County.

WHEREAS, to the extent that there are typographical, scrivener or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

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

2. The Board of County Commissioners hereby approves the terms, conditions, provisions, and requirements of a Long-term Lease between St. Johns County, Florida, and St. Augustine Society, Inc., A/K/A as St. Francis House, and authorizes the County Administrator, or designee, to execute the Long-term Lease on behalf of the County.

3. The Clerk of Circuit Court is hereby instructed to record the County Lease in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15th day of December, 2009.

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

By: Ron Sanchez
Ron Sanchez, Chair

ATTEST: Cheryl Strickland, Clerk

By: Pam Halteman
Deputy Clerk

RENDITION DATE 12/16/09



LEASE

THIS LEASE (the "Lease") is made this ____ day of _____, 2009, by and between **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, ("Lessor"), whose address is 500 San Sebastian View, St. Augustine, Florida 32084, and **ST. AUGUSTINE SOCIETY, INC.**, a Florida non-profit corporation, A/K/A St. Francis House, ("Lessee"), whose address is 70 Washington Street, P.O. Box 1775, St. Augustine Florida 32085.

1. Description of Leased Premises.

Lessor hereby leases to Lessee that certain property **situated** in the County of St. Johns and State of Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof, together with all appurtenances thereto and all buildings and improvements located on the Premises, (collectively, the "Premises"), from time to time during the term of the Lease.

2. Term.

Subject to Section 33, hereof, the Premises are leased for a **term** commencing **March 1, 2010** and ending at **11:59 pm on February 29, 2109**.

3. Rent.

The rent due hereunder for the Term shall be the sum of one dollar (\$1.00), **payable on, or before, March 1, 2010**.

4. Payment of Taxes.

Lessee shall pay in full, before delinquency, all taxes, charges and assessment, if any, levied on or otherwise applicable to the Premises and on the equipment, furniture and fixtures located thereon or as result of the operation of Lessee's business, including sale and personal property taxes.

5. Non Profit Status.

Lessee represents that it is a qualified 501(c) (3) non-profit corporation under Section 501 (c) (3) of the Internal Revenue Code and shall remain a 501 (c) (3) non-profit corporation for the term of the Lease.

6. Use of Premises; Statement of Public Purpose.

Lessee shall have the exclusive use and peaceful enjoyment of and right to use and occupy the Premises as and in conformity with purposes of its mission as the provider of services to the homeless and to the community at large and for such other uses and purposes as are related to or reasonably deemed necessary by Lessee to support Lessee's purposes. Lessee's use and occupancy of the Premises shall be in conformity

with all applicable laws, ordinances, resolutions, orders and regulations of the federal, state, county and municipal government or any of their departments. **It is specifically noted, and stated, that the Lessor declares that leasing said Premises to Lessee establishes both a community and a public purpose, in that the Premises will provide transitional shelter and support to the homeless located within St. Johns County. If the Lessee does not use said Premises in the manner set forth in this Section, or otherwise breaches and/violates the terms and conditions of this Lease, then the Lessor may take whatever procedural steps are available either through this Lease, or through other applicable law.**

7. Maintenance of Premises.

Lessee shall, at its expense, during the entire term hereof, keep and maintain the Premises in good, sanitary and neat order, condition and repair. Lessor shall not be obligated to make any repairs, replacements or renewals of any kind or nature to the Premises. Upon the expiration or sooner termination of this Lease, Lessee shall deliver the Premises to Lessor in good order and condition, subject to normal wear and tear.

8. Ownership of Improvements and Fixtures.

Lessor and Lessee agree that all buildings and improvements now or hereafter located or constructed on the Premises, all fixtures permanently affixed to the Premises and all alterations, additions and changes thereto shall be the property of Lessee during the term of the Lease. Upon the expiration or sooner termination of this Lease all of such buildings and improvements and all fixtures permanently affixed to the Premises and all alterations, additions and changes thereto shall automatically belong to the Lessor. Upon such expiration or termination, Lessee shall execute and deliver to Lessor such Bills of Sale, Quit Claim Deeds and other documents as Lessor deems reasonably necessary to evidence such ownership in Lessor. All other equipment and personal property of Lessee, excepting fixtures permanently affixed to the Premises, shall remain the property of Lessee and may be removed from the Premises by Lessee upon the expiration or sooner termination of the Lease. Provided, however, Lessee shall repair all injury caused to the Premises by the removal of such equipment and personal property.

9. Construction of Improvements and Installation of Equipment and Property. Lessor's Interest Not Subject to Construction Liens.

Lessee is specifically granted the right from time to time, to construct buildings and improvement on the Premises, to make such alterations, additions and changes to all such buildings and improvements, and to install such equipment and fixtures as Lessee may deem necessary for Lessee's use and occupancy of the Premises and/or to demolish existing building(s) on the Premises with the consent of the Lessor which shall not be unreasonably withheld. All construction on the Premises shall conform to applicable codes and regulations of the federal, state, county and municipal governments or any of their departments. The above notwithstanding, the interests of the Lessor in the Premises shall not be subject to construction liens or other liens for improvements made by the Lessee. See also Section 24 hereof.

10. Accumulation of Waste or Refuse Material.

Lessee shall not permit waste or refuse matter or any other public nuisance or hazardous condition to accumulate or exist on, or about, the Premises.

11. Abandonment.

Lessee shall not, without first obtaining the written consent of Lessor, abandon the Premises or allow the Premises to become vacated or deserted. Any abandonment of the Premises as described above without the written consent of the Lessor shall constitute a default under the Lease.

12. Assignment, Mortgage or Sublease.

Other than as provided in Section 13 hereof, the Lessee shall not, without first obtaining the written consent of Lessor, assign or mortgage this Lease, in whole or in part, or sublet the Premises or any part of the Premises. This covenant shall be binding upon the Lessee and the legal representatives of Lessee, and upon every person to whom Lessee's interest under this Lease passes by operation of law, but shall not apply to an assignment or subletting to the parent or **wholly-owned** subsidiary of Lessee, or to an affiliate under common control with the Lessee, or to a transfer of the leasehold interest occasioned by a consolidation or merger involving Lessee, if such parent, subsidiary, affiliate or surviving entity is, and remains, a 501 (c) (3) non-profit corporation.

13. Lessee's Right to Mortgage Its Leasehold Interest.

Lessee may mortgage its leasehold interest and estate in the Premises, together with all appurtenances to such leasehold, and/or assign this Lease ("Leasehold Mortgage"), as security for any indebtedness of Lessee for the construction, remodeling, landscaping and/or the establishment of any improvements on and to the subject property as Lessee deems desirable and/or necessary to further its mission, **noted elsewhere in this Lease**. The mortgage and/or assignment of this Lease as security to the Leasehold Mortgagee, the execution of the Leasehold Mortgage, the foreclosure thereof, or the sale of the Leasehold Mortgage, either by judicial proceedings, by deed in lieu of foreclosure, or by virtue of any power reserved in the Leasehold Mortgage shall not be a violation of the terms or conditions of this Lease, and Lessor hereby consents to the foregoing and, at the option of Leasehold Mortgagee, agrees to recognize the Leasehold Mortgagee as Lessee hereunder upon such foreclosure, assignment or other transfer. The holder of the Leasehold Mortgage encumbering Lessee's leasehold interest who acquires the leasehold interest by judicial proceedings, or by assignment, or deed in lieu of foreclosure, and any governmental entity or 501 (c) (3) non-profit corporation to which the holder of a Leasehold Mortgage sublets the Premises, must use and occupy the Premises in accordance with and subject to all terms and conditions of the Lease, provided however, that a governmental entity and/or the Mortgagee need not be a 501 (c) (3) non-profit corporation.

Notwithstanding any other term or provision of this Lease, Lessee may, with prior written consent of Lessor, mortgage its leasehold interest and estate in the Premises together with all appurtenances to such leasehold, as security for any indebtedness of Lessee to a third party.

14. **Signs.**

All signs erected or installed by Lessee on the Premises shall comply with applicable governmental regulations. All such signs shall be maintained by Lessee.

15. **Utilities.**

Lessee shall secure and pay for all utilities used in connection with the Premises including, water, sewage, gas, electricity and solid waste disposal.

16. **Damages to Premises.**

In the case of damage to or destruction of the buildings and improvements on the Premises or any part thereof, Lessee shall, at its expense, promptly repair and restore the buildings and improvements on the Premises to the condition which existed prior to the damage or destruction. Without limiting the obligations of Lessee, it is **agreed** that the proceeds of any insurance covering the damage or destruction shall be made available to, and used by, Lessee or the Leasehold Mortgagee for repair, replacement or otherwise, as provided in the Loan Agreement. In the event such insurance proceeds are insufficient to complete such repair or replacement, Lessee shall use its own funds to promptly complete such repair or replacement. Provided, notwithstanding the above, in the event the buildings and improvements on the Premises are damaged or destroyed so as to make them **untenable** during the last ten (10) years of the Demised Term, Lessee may terminate this Lease by delivery to Lessor of written notice within sixty (60) days after the occurrence of the damage or destruction. In the event Lessee elects to terminate this Lease, Lessee shall not be obligated to repair or restore the buildings and improvements on the Premises, nor be entitled to receive any part of the proceeds of any insurance covering the damage or destruction. Lessee shall, in such event, assign such insurance proceeds to Lessor.

17. **Non-Liability of Lessor and Requirement of Liability Insurance.**

Lessor shall not be responsible for any loss or damage for injury to Lessee or to any and all persons or property, or death, or for any damage to the Premises, arising from, or caused by, Lessee's use and occupancy of the Premises, and Lessee shall indemnify and hold Lessor harmless from all liability for injury and loss to Lessee, or to any and all persons or property, or death, or for any loss of damage to the Premises arising from or caused by Lessee's use and occupancy of the Premises. Lessee will, for the entire term of this Lease, maintain for its benefit and the benefit of Lessor as named co-insured, at Lessee's cost and expense, personal liability insurance in an amount not less than \$1,000,000 combined single limits for injury to persons or property. Additionally, all

insurance shall provide coverage to the Lessor equal to or greater than the amounts set forth in Florida Statute 768.28(5), as amended from time to time. A copy of each such insurance policy naming Lessor as an additional insured thereunder shall promptly be furnished to Lessor. All insurance policies required by this paragraph shall be obtained and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken and each such policy shall contain a provision that it may not be cancelled by the insurer except upon at least thirty (30) days prior written notice to Lessor.

18. Requirement of Hazard and Flood Insurance.

Lessee will, for the term of this Lease, and at Lessee's cost and expense, maintain for its benefit and the benefit of Lessor, hazard and flood insurance on the buildings and all improvements on the Premises in an amount not less than the full replacement value of such improvements. All insurance policies required by this paragraph shall insure the interests of the Lessor as a named co-insured and shall be obtained and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken and each such policy shall contain a provision that it may not be cancelled by the insurer except upon at least thirty (30) days prior written notice to Lessor. The term "Full Replacement Value" as used in this paragraph shall mean the actual replacement cost of the buildings and improvements located on the Premises.

19. Insurance Consultant.

Not more frequently than once every three (3) years Lessee, at the request of the Lessor, shall employ an independent insurance consultant reasonably acceptable to Lessor (the "Insurance Consultant"), to review the amount of insurance required by Sections 17 and 18 hereof. If the Insurance Consultant recommends that the amount of coverage required in either Section 17 or 18 should be increased, Lessee shall promptly purchase such increased coverage and promptly furnish Lessor with a copy of an endorsement to Lessee's existing policy which increases the coverage to the recommended amount. Lessee shall thereafter maintain such increased coverage until such time as a higher amount is recommended by the Insurance Consultant.

In the event that any insurance required by Sections 17 or 18 is commercially unavailable at a reasonable cost or has been otherwise provided, as evidenced by a Certificate from the Insurance Consultant, the Lessor shall accept such substitute coverage, as is recommended by the Insurance Consultant.

20. Lessor's Remedies on Default.

If Lessee defaults in the payment of the rent, or in the performance of any other covenant or condition of this Lease (sometimes hereinafter referred to as an "Event of Default"), Lessor shall give Lessee written notice of such default and if Lessee does not cure any such default within sixty (60) days after the giving of such notice (**or provide a written schedule within ten (10) days of such notice, in which the Lessee proposes an alternative cure time that does not exceed one hundred eighty (180) days**), then

Lessor may terminate this Lease on not less than sixty (60) days' notice to Lessee. On the date specified in the notice, the term of this Lease shall terminate and Lessee shall then surrender the Premises to Lessor. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects.

21. Notice of Default to Leasehold Mortgagee/Rights of Leasehold Mortgagee.

(A) No notice of an Event of Default shall be deemed to have been given by Lessor to Lessee unless and until a copy thereof shall have been mailed to the Leasehold Mortgagee of which Lessor has received notice. Lessor agrees to accept performance and compliance by the Leasehold Mortgagee of and with any of the terms of this Lease with the same force and effect as though kept, observed or performed by Lessee. Nothing contained herein shall be construed as imposing any mandatory obligation upon the Leasehold Mortgagee to so perform or comply on behalf of Lessee. The preceding sentence shall, however, not be deemed to waive any remedies of the Lessor for failure of the obligations to be performed.

(B) **Without regard to** any other right the Leasehold Mortgagee may have to maintain this Lease free from default and in the meantime to foreclose its Leasehold Mortgage or exercise any other rights it may have to take possession of the Premises by assignment, transfer, deed in lieu of foreclosure or otherwise, the Leasehold Mortgagee, as to any Event of Default that may not be cured by the payment of money and which may be cured, whether with or without entry upon the Premises, shall have the right to cure such Event of Default and, if necessary, to extend the period of time within which to cure such Event of Default for such reasonable additional time which with all due diligence and in good faith, will enable the Leasehold Mortgagee to institute foreclosure proceedings, if necessary, apply for the appointment of a receiver for the purpose, among other things, of diligently curing such Event of Default and to acquire by foreclosure Lessee's leasehold estate created by this Lease, and, in the meantime and at the earliest opportunity, to cure such Event of Default; provided, however, the followings conditions are duly and timely fulfilled:

- (i) the Leasehold Mortgagee, within sixty (60) days after Lessor gives notice to the Leasehold Mortgagee of the Event of Default pursuant to the requirements of this Lease, shall give written notice to Lessor of its intention to acquire Lessee's leasehold estate and to cure such Event of Default; and
- (ii) the Leasehold Mortgagee, after giving of such notice of intention, shall promptly institute foreclosure action and shall prosecute the same through foreclosure sale in good faith and with due diligence and continuity; and
- (iii) the Leasehold Mortgagee, during all the time mentioned after the giving of such notice of intention, to the extent within its control and only to the extent that there are funds available for such purposes in the Trust Estate (as such term is defined in the

- Indenture) which funds will not be needed for the payment of any amount due under the Indenture, when acting in good faith and with due diligence, either through itself or by means of such receiver, shall commence, and diligently continue, to cure such Event of Default and, additionally, shall maintain this Lease free from any further Events of Default; and
- (iv) the Leasehold Mortgagee, as to any Event of Default susceptible of being cured by the payment of money, shall but only to the extent that there are funds available for such purposes in the Trust Estate (as such term is defined in the Indenture) which funds will not be needed for the payment of any amounts due under the Indenture, promptly cure such default by the payment of the sums due and owing.

Notwithstanding anything herein contained to the contrary, the Leasehold Mortgagee shall not be required to institute foreclosure proceedings if the Leasehold Mortgagee is able to acquire and does acquire Lessee's interest in the leasehold estate by any other means.

Nothing herein contained shall be deemed to require the Leasehold Mortgagee to continue with any foreclosure or other proceedings or, in the event the Leasehold Mortgagee shall otherwise acquire possession of the Premises, to continue such possession after the Event of Default in respect of which Lessor shall have given the notice provided for in subsection (A) of this Section has been remedied by Lessee or by Leasehold Mortgagee. If prior to any sale pursuant to any proceeding brought to **foreclose** any Leasehold Mortgage, or if prior to the date on which Lessee's interest in this Lease and the Premises shall otherwise be extinguished, the Event of Default in respect of which Lessor shall have given the notice provided for in subsection (A) of this Section has been remedied and possession of the Premises and any improvements shall have been restored to Lessee, all proceedings taken under this Section 21 shall be null and void and have no further effect.

- (C) If this Lease shall terminate with regard to **Lessee prior to the last day of the Demised Term of the Lease thereof**, and if on the date of such early termination any bonds secured by the Leasehold Mortgage shall remain outstanding under the Trust Indenture between the Authority and a Bond Trustee which financed or refinanced projects located on the Premises, Lessor agrees that the Lease shall, at Leasehold Mortgagee's option, nevertheless remain in full force and effect and shall continue in favor of the Leasehold Mortgagee for sixty (60) days after such termination at the same rent and upon the same conditions as contained herein. In addition, Lessor agrees to enter into a new Lease for the Premises with the Leasehold Mortgagee for the remainder of **what would have been the shorter of (i) the Demised Term of the Lease, in the absence of such termination, or (ii) the first date** on which all bonds described in the

first section of this subsection 21(C) are no longer outstanding effective as of the date of such termination, at the rent and upon the same terms, covenants and conditions as contained herein, provided that:

- (i) such Leasehold Mortgagee shall make written request to the Lessor for such new Lease within sixty (60) days after the date of such termination, and
- (ii) such Leasehold Mortgagee shall pay or cause to be paid to Lessor within ten (10) days of the date of termination with regard to Lessee, all sums unpaid which at such time would have been payable under this Lease but for such termination, and shall have cured all defaults of Lessee under this Lease, or as to such defaults which remain uncured on that date but, which are capable of being cured in a timely manner, Lessee shall have commenced and be diligently pursuing to cure, and shall pay or cause to be paid to Lessor on that date all expenses, including reasonable attorney fees, court costs and disbursements, incurred by Lessor in connection with the execution and **delivery** of such new lease.

(D) No modification, amendment, assignment, surrender or cancellation of this Lease, except as otherwise provided herein, shall be effective without written approval of the Leasehold Mortgagee.

(E) Notwithstanding any provisions of this Lease to the contrary, the use, payment, disbursement or distribution of any and all proceeds of insurance policies or condemnation proceedings shall be governed by the provisions of any and all Leasehold Mortgages granted to the Leasehold Mortgagee, and Lessor and Lessee hereby agree and acknowledge that any and all rights to same under this Lease, to the extent this Lease is inconsistent with the provisions of any such Leasehold Mortgage are hereby waived by Lessor and Lessee.

22. Effect of Failure to Insist on Strict Compliance with Conditions.

The failure of either party to insist on strict performance of any covenant or condition of this Lease, or to exercise any option, herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

23. Lessor's Right to Cure Lessee's Breach.

If Lessee breaches any covenant or condition of this Lease, Lessor may, on reasonable notice to Lessee (except that no notice need be given in case of emergency), cure such breach at the expense of Lessee and the reasonable amount of all expenses, including attorneys' fees, incurred by Lessor in so doing (whether paid by Lessor or not) shall be deemed rent due under this Lease and payable on demand.

24. **Mechanics' Lien.**

Lessee shall keep the Premises and every part thereof free from all mechanics', **materialmen**, and other liens arising out of or in connection with labor or materials claimed to have been furnished to or in connection with the Premises or Lessee's operation thereof. Lessee shall have thirty (30) days after notice from Lessor to discharge any such lien filed against the Premises by payment, the posting of a payment bond or by transferring the lien to security as provided in Chapter 713, Florida Statutes. Lessee shall hold Lessor harmless from any and all liability, including payment of attorneys' fees, arising out of or resulting from any such lien. See also Section 9.

25. **Time and Notices.**

Time is of the essence of this agreement. Any notice or request by either party to the other or to or by the Leasehold Mortgagee shall be in writing and shall be sent by U.S., express mail or hand delivered to the parties at the following addresses:

If to Lessee at: St. Augustine Society, Inc.
P.O. Box 1775
St. Augustine, Florida 32085

If to Lessor at: St. Johns County Housing & Community Services
102 M.L. King Avenue, Suite B
St. Augustine, Florida 32084

If to Leasehold
Mortgagee at: To be determined, if any.

Or to such other address as either party may designate for notice purposes by delivery of notice to the other party.

Notice shall be deemed to have been duly given upon mailing. 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.

26. **Force Majeure.**

Neither party shall be held in non-compliance with the terms, conditions, provision, and requirements contained in this Lease, nor suffer any enforcement or penalty relating thereto (including default, termination or cancellation of this Lease), where such non-compliance, or alleged default, occurred and/or was caused by a strike, riot, war, earthquake, flood, tsunami, severe thunderstorm, hurricane, or other act or nature, or other

event that is reasonably beyond either party's ability to anticipate and/or control.

27. Effect Of Other Representations, Agreements; Modifications/Amendments to this Lease.

No other agreements, representations or promises shall be binding on the parties to this Lease. Both the Lessor and Lessee acknowledge that this Lease constitutes the complete agreement and understanding of the parties. This Lease may not be modified or terminated orally. This Lease shall supersede any, and all, prior leases between Lessor and Lessee concerning the Premises, or any part thereof. Further, both Lessor and Lessee acknowledge that any change, amendment, modification, revision, or extension of this Lease shall be executed by duly authorized representatives of both Lessor and Lessee.

28. Section Headings.

The Section Headings in this Lease are intended for convenience only, and shall not be taken into consideration in any construction or interpretation of this Lease, or any of its provisions.

29. Lessor's Right to Inspection, Repair and Maintain.

Lessor may enter the Premises at any reasonable time, upon adequate notice to Lessee (except that no notice need be given in case of emergency) for the purpose of inspection or the making of such repairs or replacements in, to, on and about the Premises or the building, as Lessor deems necessary or desirable.

30. Binding Effect on Successors and Assigns.

The provisions of this Lease shall apply to, bind, and inure to the benefit of Lessor and Lessee and any Leasehold Mortgagee and their respective successors and assigns.

31. Severability.

If any provision of this Lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

32. Governing Law; Venue.

This Lease shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Lease, shall be in St. Johns County, Florida.

33. Permits and Licenses.

To the extent that Lessor needs to secure, obtain/acquire, and maintain permits, and/or licenses, in order to manage or operate the Premises, in the manner described/outlined in this Lease, then Lessor shall be responsible for securing, obtaining/acquiring, and maintaining, at Lessor's sole expense, any, and all, required permits, licenses, and/or approvals.

34. Access to Records.

The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Lease shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

35. Review of Records.

As a condition of entering into this Lease, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, Lessee authorizes Lessor to examine, review, and/or audit the books and records, in order to determine the degree of compliance that has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Lease. It is specifically noted that Lessee is under no duty to provide access to documentation not related to this Lease, and/or is otherwise protected by County, State, or Federal law.

36. Radon Gas.

Radon Gas: 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 periods of 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 public health unit. (Section 404.056(8), Florida Statutes)

37. Recording of Lease.

This Lease shall be recorded by the Lessee in the **Public Records** of St. Johns County, Florida. **This Lease** shall not be effective until it is recorded. **This Lease** shall be of no effect whatsoever if it is not recorded before **January 1, 2010**.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease on the date and year first above written.

ATTEST:

Deputy Clerk

LESSOR

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA.

By: _____
Michael D. Wanchick
County Administrator

Legally Sufficient:

Deputy County Attorney

Date: _____

LESSEE

ST. AUGUSTINE SOCIETY, INC.
A Florida non-profit corporation

By: _____

Its: _____

Attest: _____

Its: _____

Witness
Print Name

Witness
Print Name

Exhibit "A" to Lease

A parcel of land in Section 19, Township 7 South, Range 30 East, St. Johns County, Florida, said parcel of land being also a part of those lands as described in Official Records Book 223, Page 429 of the public records of St. Johns County, Florida, and being more particularly described as follows:

Beginning at the most northerly corner of those lands as described in Official Records Book 223, Page 429; thence South 30 degrees 36 minutes 00 seconds East, 307.14 feet; thence South 85 degrees 44 minutes 15 seconds West, 141.93 feet; thence North 03 degrees 05 minutes 00 seconds West, 275.32 feet to the point of beginning.

Together with an easement for ingress and egress, 30 feet wide, lying south of and adjoining the south line of the above described parcel of land, said easement being bounded on the east by State Road no. 5 and extending westerly to the east line of County Road C-5A.