

RESOLUTION NO. 2011- 312

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE BOARD CHAIR TO EXECUTE A RELEASE OF SUB-LEASE AND ASSIGNMENT AND ASSUMPTION OF THE LEASE FOR THE EXCELSIOR BUILDING TO RELEASE ALL RIGHTS IN THE PROPERTY OWNED BY BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.

RECITALS

WHEREAS, St. Johns County (hereafter "County") has an existing Lease with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (hereafter "TIITF") for the Excelsior Building property located on Martin Luther King Avenue. The Friends of Excelsior (hereafter "Friends") has a sub-lease with the County for operation of their Museum and Cultural Center which is also located in the main portion of the building. The Housing Division currently occupies the back wing of the building. and

WHEREAS, as part of the implementation of a County space plan reduction, the Housing Division will be moved back to the main County complex in February. Friends has contacted the County as shown on the letter attached hereto as Exhibit "A," incorporated by reference and made a part hereof, and TIITF requesting that the entire building be assigned to them. Because of their existing lease interest in the building TIITF will release their Sub- Lease and assign the County Lease to Friends; and

WHEREAS, TIITF requires that the Release of Sublease attached hereto as Exhibit "B" and the Assignment and Assumption of Lease Number 4159 attached hereto as Exhibit "C," incorporated by reference and made a part hereof, be executed by the Board Chair to release all rights to the property. The executed documents will be submitted to TIITF for their final approval and execution; and

WHEREAS, to the extent that there are typographical, scriveners 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.

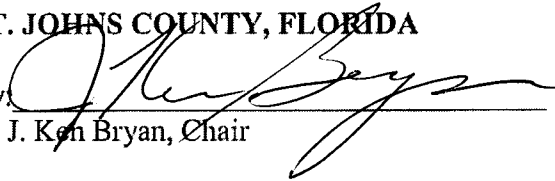
NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

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

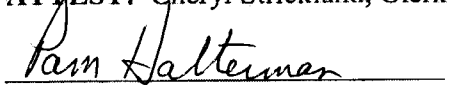
Section 2. The Board of County Commissioners hereby authorizes the Board Chair to execute the Release of Sublease and Assignment and Assumption of Lease Number 4159.

PASSED AND ADOPTED this 1st day of November, 2011.

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

By: 
J. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk


Deputy Clerk

RENDITION DATE 11/3/11



Exhibit "A" to Resolution

**FRIENDS OF EXCELSIOR, INC.
102 Martin Luther King Avenue
St. Augustine, FL 32084**

August 22, 2011

Michael D. Wanchick
County Administrator
St. Johns County, Florida
500 San Sabastian View
St. Augustine, FL 32084

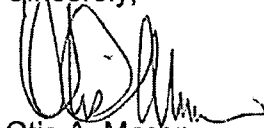
Dear Mr. Wanchick:

The Friends of Excelsior, Inc. would like to take over the entire Excelsior School Building, located at 102 Martin Luther King Avenue. Our Excelsior Museum and Cultural Center of Lincolville is located there, and has been in operation since 2005.

We understand that the Housing Program, located in a part of the building, will be vacated in February 2012. We would like to take over that part of the building at that time.

Please contact me at 904-824-2978 should you have any questions.

Sincerely,



Otis A. Mason
President
Friends of Excelsior, Inc.

Cc: Mary Ann Blount
Real Estate Department

Exhibit "B" to Resolution

ROS1

RELEASE OF SUBLEASE
ON
LEASE NO. 4159

STATE OF FLORIDA
COUNTY OF ST. JOHNS
SUBLEASE NO. 4159-02

The undersigned on the _____ day of _____, 20____
do(es) hereby quitclaim, release and surrender all right, title and
interest in and to the lands described in attached Exhibit "A" which
are subleased under Sublease Agreement No. 4159-02, dated April 22,
2005 between ST. JOHNS COUNTY, FLORIDA, as SUBLESSOR, and FRIENDS OF
EXCELSIOR, INC., a Florida nonprofit corporation, as SUBLESSEE,
effective the day _____ of _____, 20____.

FRIENDS OF EXCELSIOR, INC.,
a Florida nonprofit corporation

By: _____
Otis Mason, President

Witness

(CORPORATE SEAL)

Print/Type Witness Name

Witness

"SUBLESSEE"

Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

ST. JOHNS COUNTY, FLORIDA as SUBLESSOR under Sublease No. 4159-02
hereby consents to the foregoing Release of Sublease this ____ day of
_____ 20__.

ST. JOHNS COUNTY, FLORIDA
By its Board of County Commissioners

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

By: _____
Joseph Bryan, Chair

(OFFICIAL SEAL)

ATTEST: _____
Pam Halterman, Deputy Clerk
of County Commissioners of
St. Johns County, Florida

"SUBLESSOR"

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day
of _____ 20__, by Joseph Bryan, Chair, and Pam Halterman, as
Deputy Clerk, on behalf of the Board of County Commissioners of St.
Johns County, Florida. They are personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

The BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA hereby consents to the foregoing Release of Sublease, this _____ day of _____ 20__.

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

By: _____ (SEAL)

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

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Gloria C. Barber, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, acting as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: _____
DEP Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SUBLEASED PREMISES

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

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

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

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

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

BSM APPROVED
By MT Date 9-13-11

Exhibit "C" to Resolution

AOL1

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA
ASSIGNMENT AND ASSUMPTION
OF

Lease Number 4159

ST. JOHNS COUNTY, FLORIDA ("ASSIGNOR" and "LESSEE"), for value received, subject to written consent of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("LESSOR"), does hereby assign, transfer and convey 100% of its right, title and interest vested under Lease Number 4159 dated August 21, 1998 (the "Lease") attached hereto as Exhibit "A", by and between LESSOR and ASSIGNOR, as LESSEE, to the FRIENDS OF EXCELSIOR, INC., a Florida nonprofit corporation ("ASSIGNEE"), for and during the remainder of the term of the Lease and all renewals thereof, subject to the full payment of fees and the performance of all covenants, conditions, and provisions required to be performed by the LESSEE under the terms of the Lease, and subject to the conditions and provisions therein set forth.

ST. JOHNS COUNTY, FLORIDA
By its Board of County Commissioners

By: _____
J. Ken Bryan, Chair

Witness

(OFFICIAL SEAL)

Print/Type Witness Name

Attest: _____

Witness

By: _____
Print/Type Name

Print/Type Witness Name

Title: _____

"ASSIGNOR"
and
"LESSEE"

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by J. Ken Bryan as Chair of the Board of County Commissioners of St. Johns County, Florida. He is personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

ACCEPTANCE OF ASSIGNMENT AND ASSUMPTION OF LEASE NUMBER 4159

FRIENDS OF EXCELSIOR, INC., a Florida nonprofit corporation ("ASSIGNEE"), in consideration of the foregoing Assignment, subject to written consent of LESSOR, does hereby accept assignment of the Lease and assumes and agrees for the benefit of LESSOR to make all payments and perform all covenants, agreements, conditions and provisions of the Lease. Further, ASSIGNEE agrees that its successors and assigns shall be bound for the due performance herein in the same manner as was the ASSIGNOR, as the original LESSEE named in the Lease, for and during the remainder of the term of the Lease and all renewals thereof.

FRIENDS OF EXCELSIOR, INC.,
a Florida nonprofit corporation

By: _____
Otis Mason, President

Witness

Print/Type Witness Name

(OFFICIAL SEAL)

Witness

"ASSIGNEE"

Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Otis Mason as President of Friends of Excelsior, Inc., a Florida nonprofit corporation. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE
Lease Number 4159

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, LESSOR of the property described in the Lease consents to the foregoing Assignment and Assumption of Lease this ____ day of _____, 20__.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

By: _____
GLORIA C. BARBER, OPERATIONS AND MANAGEMENT CONSULTANT MANAGER, BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION STATE LANDS, STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Gloria C. Barber, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, acting as agent on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: _____
DEP Attorney

Exhibit "A"

OAL1

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

(1)4159

LEASE AGREEMENT

Lease Number 4159

THIS LEASE AGREEMENT, made and entered into this 21st day of August, 1998, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA hereinafter referred to as "LESSOR", and ST. JOHNS COUNTY, FLORIDA, hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. **DELEGATIONS OF AUTHORITY:** LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.
2. **DESCRIPTION OF PREMISES:** The property subject to this lease, is situated in the County of St. Johns, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "leased premises".
3. **TERM:** The initial term of this lease shall be for a period of thirty (30) years commencing on November 1, 1998 and ending on October 30, 2028, unless sooner terminated pursuant to the provisions of this lease. At the end of the initial term of this lease, the LESSEE shall have the option to extend the lease term for an additional period of twenty (20) years on the same terms and conditions contained in this lease.
4. **PURPOSE:** The LESSEE shall manage the leased premises only for the establishment and operation of a National African American Archive Museum, and/or other bona fide educational, cultural, or government services use, along with other related uses necessary for the accomplishment of those purposes as designated in the Management Plan required by paragraph 8 of this lease.

19
75
30E

Exhibit "A"

5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.
6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.
7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.
8. MANAGEMENT PLAN: LESSEE shall prepare and submit a Management Plan for the leased premises, in accordance with Chapter 18-2, Florida Administrative Code, within twelve months of the effective date of this lease. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Management Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the leased premises. The Management Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit application, design or building contracts, until the Management Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk.

Page 2 of 25 Pages
Lease No. 4159

Page 5 of 28
Assignment of Lease No. 4159

Revised 08/11

Exhibit "A"

The Management Plan shall emphasize the original management concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for which the leased premises are to be managed. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR at least every five years. LESSEE shall not use or alter the leased premises except as provided for in the approved Management Plan without the prior written approval of LESSOR. The Management Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

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

10. SUBLEASES: This agreement is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

11. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures, improvements, and signs shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose, location and design. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent

Exhibit "A"

part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than \$100,000 per occurrence and \$200,000 per accident for personal injury, death, and property damage on the leased premises. Such policies of insurance shall name LESSOR, the State of Florida and LESSEE as co-insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Insurance Commissioner, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage, and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

Exhibit "A"

14. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.
15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the leased premises or to the improvements thereon, including any and all ad valorem taxes and drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises.
16. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.
17. TIME: Time is expressly declared to be of the essence of this lease.
18. NON DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.
19. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

Page 5 of 25 Pages
Lease No. 4159

Page 8 of 28
Assignment of Lease No. 4159

Revised 08/11

Exhibit "A"

20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purpose of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE named herein shall be fully compensated for any and all damages that might result to the leasehold interest of said LESSEE by reason of such exploration and recovery operations.

21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to either audit such records at any reasonable time or require the submittal of an annual independent audit by a Certified Public Accountant during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

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

24. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to 253.04,

Exhibit "A"

Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration, M. S. 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000

LESSEE: St. Johns County Board of
County Commissioners
Post Office Drawer 349
St. Augustine, Florida 32085-0349

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises and attorneys' fees or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances

Page 7 of 25 Pages
Lease No. 4159

Page 10 of 28
Assignment of Lease No. 4159

Revised 08/11

Exhibit "A"

adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE's failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE's such failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE's obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon LESSEE's obligations regarding indemnification and payment of costs and fees as set forth in paragraph 14 of this lease, nor upon any other obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE's activities or facilities. Upon discovery of a release of a

Page 8 of 25 Pages
Lease No. 4159

Page 11 of 28
Assignment of Lease No. 4159

Revised 08/11

Exhibit "A"

hazardous substance or pollutant, or any other violation of local, state, or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release, or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

27. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the Department of Environmental Protection, Division of State Land's standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

28. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to LESSOR and the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the leased premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination or expiration of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a

Page 9 of 25 Pages
Lease No. 4159

Page 12 of 28
Assignment of Lease No. 4159

Revised 08/11

Exhibit "A"

representative of the Division of State Lands, Department of Environmental Protection shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the Division. If the improvements, do not meet all conditions as set forth in paragraphs 19 and 35 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

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

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

31. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

32. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapters 18-2 and 18-4, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and

Exhibit "A"

preserve the archaeological and historic sites and properties on the leased premises.

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

34. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

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

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

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

38. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of \$300. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

Exhibit "A"

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

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By: Daniel T. Crabb (SEAL)
DANIEL T. CRABB, CHIEF
BUREAU OF PUBLIC LAND ADMINISTRATION,
DIVISION OF STATE LANDS, DEPARTMENT OF ENVIRONMENTAL PROTECTION

"LESSOR"

Patricia Toloday
Witness
Print/Type Witness Name

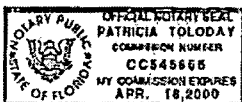
Deidre Mordica
Witness
Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 27th day of August, 1998, by Daniel T. Crabb, as Chief, Bureau of Public Land Administration, Division of State Lands, Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

Patricia Toloday
Notary Public, State of Florida

(SEAL)



Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: Lawrence Helms
DEP Attorney

Exhibit "A"

ST. JOHNS COUNTY, FLORIDA
By its Board of County
Commissioners

Laura S. Taylor
Witness
Laura S. Taylor
Print/Type Witness Name

Patsy Heiss
Witness
Patsy Heiss
Print/Type Witness Name

By: Ben W. Adams Jr. (SEAL)
Ben W. Adams Jr.
Print/Type Name

Title: County Administrator

Attest: Cheryl Strickland, Clerk

By: Yvonne Carter
Print/Type Name

Title: Deputy Clerk
(Official Seal)

"LESSEE"

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 15th day of
June 1998, by Ben W. Adams Jr. and _____
as County Administrator and _____ respectively, on
behalf of the Board of County Commissioners of St. Johns County, Florida.
They are personally known to me.
He is

Paula L. Delaney
Notary Public, State of Florida

(SEAL)



Paula L. Delaney
Print/Type Notary Name

Commission Number: CC 513975

Commission Expires: December 1, 1999

84 10203

DEED

THIS DEED made this 29th day of May, A. D., 1984, by CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation, hereinafter called the grantor, to BOARD OF PUBLIC INSTRUCTION FOR ST. JOHNS COUNTY, FLORIDA, whose postoffice address is Orange Street, St. Augustine, Florida, hereinafter called the grantees:

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all its right, title and interest in and to all that certain land situate in St. Johns County, Florida, viz:

See Exhibit "A" attached hereto

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

IN WITNESS WHEREOF, the said grantor has caused this presents to be executed by its Mayor-Commissioner and City Clerk this the day and year first above written.

19-75-305
CITY OF ST. AUGUSTINE, FLORIDA

By: Ramelle Petroglou
Mayor-Commissioner

ATTEST:

Paula B. Owens
City Clerk

(CORPORATE SEAL)

Signed, sealed and delivered in our presence:

Betty Funder

Catherine Sullivan

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this 29th day of May, A. D., 1984, before me personally appeared RAMELLE PETROGLOU and PAULA OWENS, respectively Mayor-Commissioner and City Clerk of CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation, to me known to be the individuals and

Exhibit "A"
Page 14 of 25 Pages
Lease No. 4159

This instrument prepared by Geoffrey B. Dobson, 77 Bridge Street, St. Augustine, FL.

officials described in and who executed the foregoing conveyance to BOARD OF PUBLIC INSTRUCTION FOR ST. JOHNS COUNTY, FLORIDA and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

WITNESS my signature and official seal at St. Augustine, in the County of St. Johns and State of Florida, this day and year last aforesaid.

Barbara K. Crowe
Notary Public, State of Florida at Large
My Commission Expires: *September 19, 1985*



Lots 4, 5 and 8 of Block D. of the Buena Esperanza Subdivision of the Atwood Tract, as per official map of said City, dated January 1, 1905.

"NO"

And that part of Block D contained in the following:

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

COMMENCING at the intersection of the East line of School Street with the North line of Kings Ferry Way (also known as King Ferry Way Street) which point of commencing is also the Southwest corner of said Block "D"; thence North 16 degrees 09 minutes West, on said East line of School Street, 110.2 feet to the Point of Beginning at the Southwest corner of the herein described parcel of land and the Northwest corner of that land described in deed recorded in Deed Book 230, page 390 of said public records; thence continuing North 16 degrees 09 minutes West, on the East line of School Street, 27.74 feet; thence North 73 degrees 30 minutes East, on the South line of Pomar Street and on the South edge of a concrete curb in said street, 42.40 feet to the point of a curve to the left with variable radius; thence on said curve to the left and on said

South edge of curb in Pomar Street, a chord distance and bearing of North 49 degrees 14 minutes East 82.20 feet (mid-ordinate for said curve being 7.8 feet more or less) to a point of reverse curve; thence on a curve to the left with radius approximately 10 feet, a chord distance and bearing of North 52 degrees 05 minutes 59 seconds East 2.95 feet; thence South 16 degrees 00 minutes East, on the West line of Central Avenue, 11.01 feet; thence South 72 degrees 44 minutes 30 seconds West, on the Easterly extension of the North line of said land described in Deed Book 230, page 390 and on said North line, 119.73 feet to the Point of Beginning.

"yes" *

FILED AND RECORDED IN PUBLIC RECORDS OF ST. JOHN'S COUNTY, FLA.

MAY 30 PM 4:03

Paul "Bud" Mumbel CLERK OF CIRCUIT COURT

VERIFIED BY [Signature]

19
75
30E

BSM APPROVED By MF Date 9-22-11

*see OR 636, pg 810 ADF 594 00014

Exhibit "A"
Page 16 of 25 Pages
Lease No. 4159

Page 19 of 28
Assignment of Lease No. 4159

Revised 08/11

Exhibit "A"

EXHIBIT "A"

Amendment to Lease No. 3379

(A)
All of Lots 1, 2, 3, 4, and 5, the East 28 feet of Lot 31 and all of Lots 32, 33, 34, and 35, Block "B" of ATWOOD TRACT, St. Augustine, Florida, as recorded in Map Book 1, page 86, public records of St. Johns County, Florida; ALSO vacated School Street North of the North line of Pomar Street and South of the South line of Moore Street; that part of Block "D" of said Atwood Tract lying between said Pomar and Moore Streets and Lots 1 and 2, Block "E" of said Atwood Tract.

BSM APPROVED
By MJ Date 9-22-11

Exhibit "A"

88 21140

Warranty Deed

O.R. 792 PG 1647

THIS INDENTURE, made this 15th day of August, 1988, between PAUL AND LUCILLE FLOYD, his wife, hereinafter called the grantor, which term shall include, wherever the context permits or requires, singular and plural, heirs, personal representatives, successors or assigns, and

THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, 3900 Commonwealth Boulevard, Tallahassee, Florida, 32303, for the use and benefit of the STATE OF FLORIDA, DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES, 1317 Winewood Boulevard, Tallahassee, Florida, 32301, hereinafter called the grantees, which terms shall include, wherever the context so permits or requires, singular or plural, heirs, personal representatives, successors or assigns,

WITNESSETH, that the said grantor for and in consideration of One Dollar, lawful money of the United States of America, and other valuable consideration to the grantor in hand paid by the grantees, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remise, released, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said grantees forever all of that certain property situate, lying and being in the County of St. Johns, State of Florida, described as follows:

Lot 32, Block "C", ATWOOD TRACT, a subdivision in the City of St. Augustine according to plat recorded in Map Book 1, page 86 of the public records of St. Johns County, Florida, subject to the following covenants and restrictions:

19
7 S
30 E

COVENANTS AND RESTRICTIONS as set forth in deed to H. M. Flagler, filed August 30, 1890 in Deed Book "QQ", of the public records of St. Johns County, Florida, which recites: "---EXCEPTS to first party the right to lay and maintain in, through and across said lands or streets adjacent thereto, sewer, gas and water pipes and to enter upon such land for the purpose of inspections and repairing the same. No house or other building shall be built with 15 feet of any street adjacent thereto."

TO HAVE AND TO HOLD the same, together with the hereditaments and appurtenances, unto the said grantees in fee simple.

And the said grantor does hereby fully warrant the title to said above granted and described property and will warrant and defend the same against the lawful claims of all persons whomsoever.

This conveyance is subject to all taxes and assessments levied or assessed or which may become a lien subsequent to the 31st day of December of the calendar year next preceding the date hereof.

Exhibit "A"
Page 18 of 25 Pages
Lease No. 4159

Documentary Tax Pd. \$ 110.⁰⁰
Intangible Tax Pd.
"Bud" Markol, Clerk St. Johns
County By: asm D.C.

ESM APPROVED
By MM Date 9-22-11

APPROVED AS TO
FORM & LEGALITY
Paul L. Hester 10/31/88
DEPARTMENT ATTORNEY

IN WITNESS WHEREOF, the grantor has executed this warranty deed under seal, the day and year first above written.

Signed, sealed and delivered in our presence:

Shirley A. Latta
Mil Mahan

Paul F Floyd (Seal)
(PAUL FLOYD)
Lucille Floyd (Seal)
(LUCILLE FLOYD)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

BEFORE ME personally appeared PAUL FLOYD AND LUCILLE FLOYD, his wife, to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged to and before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 1st day of August, 1988, in St. Augustine, St. Johns County, Florida.

Wanda H. Mahan
NOTARY PUBLIC, State of Florida
at large; my commission expires: 11/15/91
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires May 26, 1989

Exhibit "A"
Page 19 of 25 Pages
Lease No. 4159

RECORDED
INDEXED

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.
88 AUG 17 PM 3:53
Suzanne M. Mink
CLERK OF COUNTY COURT

Warranty Deed

THIS INDENTURE, made this 1st day of August, 1988, between LULA McGRIFF, an unmarried woman, hereinafter called the grantor, which term shall include, wherever the context permits or requires, singular and plural, heirs, personal representatives, successors or assigns, and

THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, 3900 Commonwealth Boulevard, Tallahassee, Florida, 32303, for the use and benefit of the STATE OF FLORIDA, DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES, 1317 Hinewood Boulevard, Tallahassee, Florida, 32301, hereinafter called the grantee, which terms shall include, wherever the context so permits or requires, singular or plural, heirs, personal representatives, successors or assigns,

WITNESSETH, that the said grantor for and in consideration of One Dollar, lawful money of the United States of America, and other valuable consideration to the grantor in hand paid by the grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remise, released, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said grantee forever all of that certain property situate, lying and being in the County of St. Johns, State of Florida, described as follows:

Lot 4, Block "C", ATWOOD TRACT, according to Subdivision in the City of St. Augustine, according to Mapbook 1, Page 86, Current Public Records, St. Johns County, Florida.

19
75
30E

TO HAVE AND TO HOLD the same, together with the hereditaments and appurtenances, unto the said grantee in fee simple.

And the said grantor does hereby fully warrant the title to said above granted and described property and will warrant and defend the same against the lawful claims of all persons whomsoever.

This conveyance is subject to all taxes and assessments levied or assessed or which may become a lien subsequent to the 31st day of December of the calendar year next preceding the date hereof.

IN WITNESS WHEREOF, the grantor has executed this warranty deed under seal, the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Gail Graham

[Signature] (Seal)
(LULA McGRIFF, an unmarried widow)

Documentary Tax Pd. \$ 14.30
Intangible Tax Pd. \$ 0
Clerk "Bud" Markel, Clerk St. Johns
County By: [Signature]

STATE OF FLORIDA
COUNTY OF ST. JOHNS

BEFORE ME personally appeared LULA McGRIFF, an unmarried woman, well known and known to me to be the individual described in and who

APPROVED AS TO FORM & LEGALITY
[Signature]
DEPARTMENT ATTORNEY

Exhibit "A"
Page 20 of 25 Pages
Lease No. 4159

BSM APPROVED
By [Signature] Date 9-22-11

Exhibit "A"

O.R. 792 PG 1642

executed the foregoing instrument, and acknowledged to and before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 12 day of August, 1988, in Allegan, St. Johns County, Florida.

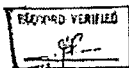
Wanda H. Graham
NOTARY PUBLIC, State of Florida
at large; my commission expires
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires May 18, 1991



Exhibit "A"
Page 21 of 25 Pages
Lease No. 4159

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

88 AUG 17 PH 3:51



By Bob Mink
CLERK OF CIRCUIT COURT

Page 24 of 28
Assignment of Lease No. 4159

Revised 08/11

88 21135

Warranty Deed

O.R. 792 PG 1638

THIS INDENTURE, made this 19 day of August, 1988, between Ruth Mulligan, ^{an unmarried widow} hereinafter called the grantor, which term shall include, wherever the context permits or requires, singular and plural, heirs, personal representatives, successors or assigns, and

THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, 3900 Commonwealth Boulevard, Tallahassee, Florida, 32303, for the use and benefit of the STATE OF FLORIDA, DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES, 1317 Winewood Boulevard, Tallahassee, Florida, 32301, hereinafter called the grantee, which terms shall include, wherever the context so permits or requires, singular or plural, heirs, personal representatives, successors or assigns,

WITNESSETH, that the said grantor for and in consideration of One Dollar, lawful money of the United States of America, and other valuable consideration to the grantor in hand paid by the grantee, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remise, released, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said grantee forever all of that certain property situate, lying and being in the County of St. Johns, State of Florida, described as follows:

Lot 5, Block "C", ATWOOD TRACT, according to Subdivision in the City of St. Augustine and to Mapbook 1, Page 86, Current Public Records, St. Johns County, Florida.

19
75
30E

TO HAVE AND TO HOLD the same, together with the hereditaments and appurtenances, unto the said grantee in fee simple.

And the said grantor does hereby fully warrant the title to said above granted and described property and will warrant and defend the same against the lawful claims of all persons whomsoever.

This conveyance is subject to all taxes and assessments levied or assessed or which may become a lien subsequent to the 31st day of December of the calendar year next preceding the date hereof.

IN WITNESS WHEREOF, the grantor has executed this warranty deed under seal, the day and year first above written.

Signed, sealed and delivered in our presence:

Mabin J. Campbell
Constance Campbell

Ruth Mulligan (seal)
(RUTH MULLIGAN) an unmarried widow

Exhibit "A"
Page 22 of 25 Pages
Lease No. 4159

STATE OF NEW JERSEY
COUNTY OF Saratus

BEFORE ME personally appeared RUTH MULLIGAN, ^{an unmarried widow} to me well known and known to me to be the individual described in and

APPROVED AS TO FORM & LEGALITY
David Hoken 10/31/88
DEPARTMENT ATTORNEY

Documentary Tax Pd. \$ 14.30
Intangible Tax Pd. 0
Carl "Bud" Merkel, Clerk St. Johns County By: amj D.C.

BSM APPROVED
By 117 Date 9-22-11

Exhibit "A"

O.R. 792 PG 1639

who executed the foregoing instrument, and acknowledged to and before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 30 day of July 1988
Elizabeth 1988, in Madison County, New Jersey

John F. Woolf
NOTARY PUBLIC, State of NEW JERSEY
at large; my commission expires:

JOHN F. WOOLF
NOTARY PUBLIC IN NEW JERSEY
My Commission Expires March 21, 1991



Exhibit "A"
Page 23 of 25 Pages
Lease No. 4159

RECORD VERIFIED
JP

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

88 AUG 17 PH 3:50

Carl B. V. Munkel
CLERK OF CIRCUIT COURT

Warranty Deed

THIS INDENTURE, made this 1st day of August, 1988, between JACKSON MCGILL AND MARION MCGILL, his wife, hereinafter called the grantor, which term shall include, wherever the context permits or requires, singular and plural, heirs, personal representatives, successors or assigns, and

THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, 3900 Commonwealth Boulevard, Tallahassee, Florida, 32303, for the use and benefit of the STATE OF FLORIDA, DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES, 1317 Winewood Boulevard, Tallahassee, Florida, 32301, hereinafter called the grantee, which terms shall include, wherever the context so permits or requires, singular or plural, heirs, personal representatives, successors or assigns,

WITNESSETH, that the said grantor for and in consideration of One Dollar, lawful money of the United States of America, and other valuable consideration to the grantor in hand paid by the grantee, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remise, released, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said grantee forever all of that certain property situate, lying and being in the County of St. Johns, State of Florida, described as follows:

Lot 31, Block "C", ATWOOD TRACT, a subdivision in the City of St. Augustine, according to plat recorded Map Book 1, Page 86, of the public records of St. Johns County, Florida. 19 75 30E.

TO HAVE AND TO HOLD the same, together with the hereditaments and appurtenances, unto the said grantee in fee simple.

And the said grantor does hereby fully warrant the title to said above granted and described property and will warrant and defend the same against the lawful claims of all persons whomsoever.

This conveyance is subject to all taxes and assessments levied or assessed or which may become a lien subsequent to the 1st day of December of the calendar year next preceding the date hereof.

IN WITNESS WHEREOF, the grantor has executed this warranty deed under seal, the day and year first above written.

Signed, sealed and delivered in our presence:

Exhibit "A" Page 24 of 25 Pages Lease No. 4159

Handwritten signatures of Elizabeth L. Green and Joseph L. Kaufman, and printed names of Jackson McGill and Marion McGill with seals.

BSM APPROVED By AJ Date 9/22/88

STATE OF NEW JERSEY COUNTY OF BERGEN

BEFORE ME personally appeared JACKSON MCGILL AND MARION MCGILL, his wife, to me well known and known to me to be the

Documentary Tax Pd. \$ 17.60 Intangible Tax Pd. \$ 0.00 Ca. 1 "Bud" Harkel, Clerk St. Johns County By: abm D.C.

APPROVED AS TO FORM & LEGALITY [Signature]

Exhibit "A"

O.A. 792 PG 1644

individuals described in and who executed the foregoing instrument, and acknowledged to and before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 3rd day of Aug., 1988, in Englewood, Bergen, New Jersey.

[Signature]
NOTARY PUBLIC, State of New Jersey
at large; my commission expires 7/21/92

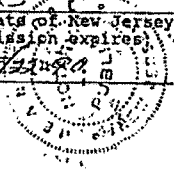
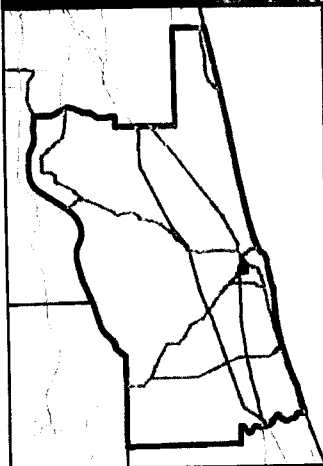


Exhibit "A"
Page 25 of 25 Pages
Lease No. 4159



FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHN'S COUNTY, FLA.
88 AUG 17 PM 3:51
[Signature]
CLERK OF CIRCUIT COURT



Excelsior Building Lease Assignment

0 65 130 260 390 520 Feet

St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
October 11, 2011
(904) 209-0788



2008 Aerial Imagery

DISCLAIMER.
This map is for reference use
only. Data provided are derived
from multiple sources with
varying levels of accuracy.