

RESOLUTION NO. 2014- 61

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT CONVEYING THE LIGHTHOUSE PROPERTY TO THE SAINT AUGUSTINE LIGHTHOUSE AND MUSEUM, INC., AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO TAKE ALL ACTION NECESSARY IN ORDER TO CLOSE AND COMPLETE THE TRANSACTION IN ACCORDANCE WITH SECTION 125.38, FLORIDA STATUTES AND AUTHORIZING THE BOARD CHAIR TO EXECUTE THE COUNTY DEED.

RECITALS

WHEREAS, Junior Service League of St. Augustine, Inc., a Florida not-for-profit corporation, Lessee (“JSL”) entered into a Lease with the County in 1982 for the property on Lighthouse Avenue. With consent of the County, JSL entered into a Sub-Lease with The Saint Augustine Lighthouse and Museum, Inc., a Florida not-for-profit corporation, (“SAL&M”) in 1998 to use the property for community meetings, cultural and historical facility by the public; and

WHEREAS, the property has been leased from the County at a cost of \$1.00 per year since 1982. Pursuant to the terms of the lease the County is obligated to pay for the insurance and any maintenance over \$1,000; and

WHEREAS, Florida Statute 125.38 states that the County is authorized to sell property to a non-profit organization for the purposes of promoting community interest if the property is not needed for county purposes; and

WHEREAS, the SAL&M has executed and presented a purchase and sale agreement, attached hereto as Exhibit “A,” incorporated by reference and made a part hereof, with an offer of \$150,000 to purchase the County property. In the appraisal analysis letter, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof, from Lampe, Roy & Associates, Inc. dated November 13, 2013 the appraiser stated the \$150,000 is an equitable figure for the County’s interest. Full ownership of the property will provide further grant opportunities to continue preserving this historical site and the site will remain accessible to the public; and

WHEREAS, the County Deed attached hereto as Exhibit “C,” incorporated by reference and made a part hereof, contains the Historic Preservation Covenant along with a reverter clause should the property cease to be operated as a historical site accessible to the public; and

WHEREAS, SAL&M has requested the mineral rights be released as stated in the request attached hereto as Exhibit “D,” incorporated by reference and made a part hereof; and

WHEREAS, it is in the best interest of the County to convey the property to the SAL&M to release the County's lease obligations in the future but still insure public and cultural uses.

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 sale of the property to the SAL&M, authorizes the County Administrator, or designee, to take all action necessary in order to close and complete the transaction in accordance with Section 125.38, Florida Statutes and authorizes the Board Chair to execute the County Deed.

Section 3. 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.

PASSED AND ADOPTED this 4th day of March, 2014.

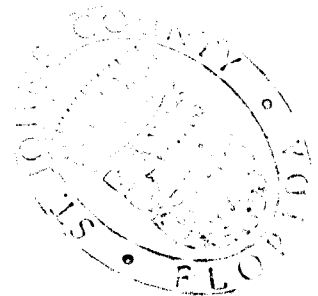
**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: [Signature]
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: [Signature]
Deputy Clerk

RENDITION DATE 3/6/14



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of February 7, 2014, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 ("Seller") and **THE SAINT AUGUSTINE LIGHTHOUSE & MUSEUM, INC.**, a Florida not-for-profit corporation ("Buyer"), whose address is 81 Lighthouse Avenue, St. Augustine Florida 32080.

WITNESSETH:

WHEREAS, the Buyer is desirous of purchasing property owned by the County located at 81 Lighthouse Avenue, St. Augustine Florida and Buyer is desirous of buying upon the terms and conditions hereinafter expressed.

NOW THEREFORE, it is mutually agreed as follows:

1. Purchase Price

(a) The purchase price ("Purchase Price") is **\$150,000.00**, subject to the prorations hereinafter provided. The Purchase Price shall be paid as follows:

TOTAL PURCHASE PRICE

\$ 150,000.00

Payment of the Purchase Price shall be in cash or other immediately available funds.

2. Title Evidence.

(a) Buyer agrees, at his/her sole option and expense, to take all reasonable action to obtain, within 45 days from the effective date, a title guarantee commitment ("Commitment") issued by a title company authorized to do business in the State of Florida ("Title Company") agreeing to issue to Buyer, upon recording the Deed, an owner's policy of title insurance in the amount of the Purchase Price, insuring Buyer's title to the property subject only to the following (the "Permitted Encumbrances"):

(i) zoning, restrictions, prohibitions, regulations, ordinances and other requirements of any applicable governmental authority.

(b) Buyer shall notify Seller in writing ("Title Notice") within 10 days after Buyer's receipt of the Commitment or a denial thereof, if it discloses any defects in the title to the Property, other than the Permitted Encumbrances. Any such defects appearing in the Commitment not timely noted by Buyer in the Title Notice shall be deemed to have been waived by Buyer. In the event the Commitment discloses any defect or denial and such is timely noted in a Title Notice, Seller, at Seller's sole option and expense, shall have 60 days from the date it receives the Title Notice within which to cure such defect or denial (with a corresponding extension to the Closing Date as necessary). If after the expiration of such 60-day period, Seller has not cured title defects or denial, then in such event, Buyer's remedies shall be limited solely to either (x) accepting such title to the Property as Seller shall be able to convey, without

adjustment to or diminution of the Purchase Price or (y) terminating this Agreement.

3. Identity and Obligation of Escrow Agent.

ACTION TITLE SERVICES OF ST. JOHNS COUNTY, INC., 3670 US 1 South, Suite 110, St. Augustine, FL 32086, shall be Escrow Agent, at no additional charge to Seller or Buyer but with the right to serve as underwriter for the title insurance policy.

4. Closing. Unless extended by the terms of Section 2, or other provisions hereof, the closing of the sale of the Property ("Closing") shall take place at the offices of the Escrow Agent, Action Title Services of St. Johns County, Inc., 3670 US 1 South, Suite 110, St. Augustine Florida 32086, on or before ninety days (90) from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

5. Prorations. Any real property taxes shall be prorated on the basis of the 2012 taxes at the highest allowable discount.

6. Seller's Representations. Seller represents to Buyer that he owns fee simple title to the Property and has full right and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the terms, provisions and conditions hereof.

7. Closing Procedure and Documents.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Buyer, Seller shall deliver or cause to be delivered to Buyer the following:

(i) a County deed ("Deed") conveying the fee simple title to the Property, subject only to the Permitted Encumbrances and the matters referred to on the Commitment;

(ii) a Non-Foreign Certificate and Request for Taxpayer Identification Number "FIRPTA" affidavit to be signed by seller.

(iii) an affidavit in the form required by the Title Company to delete the standard printed exception relating to the "gap" and to remove the standard printed exceptions for mechanics' lien and parties in possession other than Occupancy Tenants (except to the extent the same constitute Permitted Encumbrances).

(b) At the Closing, Buyer shall deliver the cash to close, to Seller, in accordance with Section 1. Buyer shall execute and deliver to Seller such consents and authorizations as Seller may reasonably deem necessary to evidence the authority of Buyer to purchase the Property and to consummate all other actions required to be taken by Buyer under this Agreement.

(c) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(d) At the Closing, Seller and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

8. Closing Expenses. Buyer shall pay the cost of the owner's title policy issued pursuant to the Commitment and the documentary stamps due at the time of recording. Each party shall bear the expense of its own legal counsel.

9. Survey and Legal Description. Between this date and Closing, Buyer may have the Property surveyed. Buyer shall provide written notice ("Survey Notice") to Seller within 10 days after Seller's receipt of any such new survey ("Survey") if the Survey discloses any encroachments or any other title defects affecting the Property (other than Permitted Encumbrances). All such encroachments or defects so noted in the Survey Notice are to be regarded for all purposes under this Agreement as title defects and, as such, are to be treated in the manner provided in Section 2. Any such title defects shown on the Survey and not timely noted in the Survey Notice to Seller shall be deemed to have been waived by Buyer.

10. Buyer's Right of Inspection. Buyer shall have the right for sixty (60) days from the date of this Agreement ("Inspection Termination Date") to enter upon the Property for the purpose of physically inspecting the Property and conducting surveys, studies and tests, or assessments, including but not limited to Phase 1 Environmental Study, Real Estate Appraisal, and Engineering analysis to determine the Property's suitability for Buyer's intended purpose. Seller hereby gives Buyer the right to enter upon, test and inspect the Property at Buyer's sole cost and risk. Seller agrees to provide Buyer any documents, tests, easements, wetland assessments, environmental assessments, surveys, etc., within their possession that would help Buyer make a suitability decision regarding the property. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable for any reason, Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on, or prior to, the Inspection Termination Date. Such notice of termination must be given on, or before, the Inspection Termination Date. Upon completion of the Closing, Seller releases, acquits, abandons, and forever discharges the Buyer from all claims (including contractual, injunctive, and/or equitable), losses (including property (personal and/or real), and bodily injury), costs (including attorneys' fees) suits, administrative actions, arbitration, that are in any way, form, or fashion, associated with the condition of the property.

11. Default. (a) Default by Seller. If Seller defaults by performance of any of Seller's obligations in this Agreement or breaches any warranty or representation and then at its option either may terminate this Agreement and sue for damages or sue for specific performance. (b) Default by Buyer. If Buyer defaults in the performance of any of Buyer's obligations in this Agreement for any reason, other than the Seller's default or the termination of this Agreement pursuant to the specific provisions hereof, this Agreement and the rights of the parties hereunder shall immediately and automatically terminate.

12. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Deed.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

15. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Seller and Buyer.

16. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

17. Assignability. This Agreement may not be assigned by Seller or Buyer without the written consent of all parties.

18. Time. Time is of the essence of all provisions of this Agreement.

19. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in St. Johns County.

20. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall not be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Buyer: **The St. Augustine Lighthouse & Museum, Inc.**
 a Florida not-for-profit corporation
 81 Lighthouse Avenue
 St. Augustine Florida 32080

Seller: **St. Johns County, Florida, a political subdivision**
 Of the State of Florida
 500 San Sebastian View
 St. Augustine, Florida 32084

Escrow Agent: **Action Title Services of St. Johns County**
 3670 US 1 South, Suite 110
 St. Augustine Florida 32086

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

22. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

23. Commission Dues. Buyer and Seller agree that there are no real estate commissions that may be owed as a result of this transaction.

24. Effective Date. The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

25. No Benefit to Other Parties. Except as otherwise provided herein, none of the provisions hereof shall inure to the benefit of any party other than the parties hereto and their respective successors and permitted assigns, or be deemed to create any rights, benefits or privileges in favor of any other party except the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its counterparties.

WITNESSES:

Florida

Signature

Print

Signature

Print

SELLERS:

**ST. JOHNS COUNTY, FLORIDA,
a political subdivision of the State of**

By: _____
Michael D. Wanchick Date
County Administrator

Legally sufficient

By: _____
County Attorney

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this _____ day of _____, 2014,
by Michael D. Wanchick, County Administrator, who is personally known to me.

Notary Public

My commission expires _____

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

~~ATTEST: Cheryl Strickland, Clerk~~

~~By: H.A. McCormick
Deputy Clerk~~

WITNESSES:

Susan N Mills
Signature

Susan N Mills
Print

Kathy A. Fleming
Signature

KATHY A. Fleming
Print

BUYER:

ST. AUGUSTINE LIGHTHOUSE & MUSEUM, INC., a Florida not-for-profit corporation

By: Theresa N Floyd
Its: Chairperson Date 02/07/2014

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 7 day of February, 2014, by THERESA N. Floyd, who is personally known to me.

Kathleen M. McCormick
Notary Public

My commission expires

Kathleen M. McCormick
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE850730
Expires 11/12/2016

Kathleen M. McCormick
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE850730
Expires 11/12/2016

LAMPE, ROY & ASSOCIATES, INC.

APPRAISERS - CONSULTANTS

4440 MERRIMAC AVENUE
JACKSONVILLE, FLORIDA 32210
(904) 588-7020
FAX (904) 588-9298

November 13, 2013

Ms. Mary Ann Blount
Land Management Director
St. Johns County Land Management Systems
500 San Sebastian View
St. Augustine, FL 32084

Re: Analysis of The St. Augustine's
Lighthouse and Museum, Inc. Proposed
Purchase of the Land Associated with
Parcel 164385-0000 Surrounding the St.
Augustine Lighthouse; Our File No.
4408

Dear Ms. Blount:

This is in response to your request for our analysis of the proposed purchase of the County's interest in the land associated with the above referenced parcel. This site consists of a 6.53 acre tract which surrounds the St. Augustine Lighthouse. The site has a flag shaped exception in the central portion of it associated with the lighthouse which is currently held in the title of the St. Augustine Lighthouse and Museum, Inc. and was acquired via a Quit Claim Deed dated July 20, 2002 and recorded in OR Book 1937, Page 405.

According to information provided in conjunction with this assignment, the 6.53 acre site is currently encumbered with a 99 year lease with the Junior Service League of St. Augustine which was originally dated April 13, 1982 and as such would have a termination date of April 12, 2081. The lease calls for a rent of \$1 and requires the County to maintain insurance on the property and pay for maintenance of these structures which exceed \$1,000 per year. The Junior Service League of St. Augustine subleased this property in January 1998 to the St. Augustine's Lighthouse and Museum, Inc. This lease calls for the sub-tenant to abide by the original terms of the lease from the County.

Information provided by the Lessee indicates that a portion of the maintenance has been handled by the lessee by obtaining various government grants. However, it also indicates that between 1999 and 2013 the total lease related costs to the County amounted to \$267,392 or \$19,099 per year. The same information indicates that the annual insurance

LAMPE, ROY & ASSOCIATES, INC.
APPRAISERS - CONSULTANTS

Ms. Mary Ann Blount
November 13, 2013

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cost is \$8,869 for a total average cost to the county of \$27,968 or approximately \$28,000 per year.

Although the deed from the United States of America to St. Johns County does not appear to have a reverter clause, the deed to the St. Augustine Lighthouse Museum, Inc. does have a clause that reads as follows:

In the event that the Property, or any associated historic artifact associated with the Property ceases to be maintained in compliance with the covenants, conditions and restrictions set forth in this section, the Property shall, at the option of the Administrator of General Services ("Administrator"), revert to the United States to be placed under administrative control of the Administrator.

Thus, the presence of this flag shape property in the center of the County's property would have a negative impact on its development potential and market value.

Due to the long term nature of the Junior Service League of St. Augustine lease, the County's position is that of the landlord and as such is referred to as a Leased Fee Interest. This is defined as follows:

"An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the lessee are specified by contract terms contained within the lease."

The preceding definition was taken from the *Dictionary of Real Estate Appraisal, Fifth Edition*, as published by the Appraisal Institute.

As such, the marketable interest of the County relates to the right to receive the rent payments, pay any associated expenses and to get the property back at the end of the lease. A review of the lease does not indicate that there are any termination rights unless the Junior Service or sub-tenant cease using the property *as a community meeting, cultural and historical facility*. Based on the historical use of the property, it is considered to be a reasonable assumption that either the Junior Service or a sub-tenant will continue to use the property in an acceptable manner to allow the lease to run until its scheduled termination date.

LAMPE, ROY & ASSOCIATES, INC.
APPRAISERS - CONSULTANTS

Ms. Mary Ann Blount
November 13, 2013

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In addition to recognizing the location, shape and impact of the Museum, Inc. parcel, the following deed restrictions will be placed on the County's site:

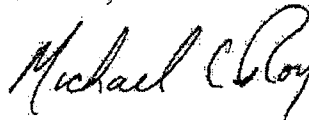
1. The above described lands are conveyed subject to the condition that no building or structure be erected on the seaward side that will obscure the beam of light from the lighthouse for as long as the lighthouse remains on the property conveyed herein.
2. It is hereby agreed between the Grantor and Grantee that in the event the property herein conveyed is not operated for community, cultural and/or historical use by the Grantee for the public, said property shall automatically revert back to the Grantor, their heirs, successors and assigns.

According to information provided by your office, the lessee has offered the County \$150,000 for their interest in this property. As part of this transaction, the County would then be relieved of its responsibility to maintain the insurance and participate in the maintenance of the improvements. Recognizing the rights that the County has under the existing lease which would include continuing outlays for maintenance and insurance and the uncertainty relating to the county receiving the property and being able to utilize it for an alternate use, it is our opinion that the this price is an equitable figure for the County's interest.

Ms. Blount, we hope that the preceding information is sufficient to assist you in conjunction with this property. If you have any other questions, or we might be of further assistance to you, please do not hesitate to contact us.

Respectfully Submitted,

LAMPE, ROY & ASSOCIATES, INC.



Michael C. Roy, MAI, SRA
State Certified General Real
Estate Appraiser No. RZ140

Exhibit "C" to Resolution

This Instrument Prepared By:
St. Johns County Real Estate Division
500 San Sebastian View
St. Augustine, FL 32084

COUNTY DEED

THIS DEED, made without warranty of title or warranty of method of conveyance, this ____ day of _____, 2014, by **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is County Administration Building, 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter "Grantor", to **THE SAINT AUGUSTINE LIGHTHOUSE AND MUSEUM, INC.**, a Florida not-for-profit corporation, whose address is 81 Lighthouse Avenue, St. Augustine, Florida 32080, hereinafter "Grantee." (Wherever used herein the term "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and their successors, and assigns of organizations).

WITNESSETH;

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, forever unto said Grantee, all that certain land, situate, lying and being in the County of St. Johns, State of Florida and more particularly described below. Pursuant to Florida law Section 125.411(3) F.S., this deed conveys only the interest in said land the Grantor has of the date of this conveyance, to wit:

SEE EXHIBIT "A," ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF (THE "PROPERTY")

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

THIS COUNTY DEED is subject to the following non-exclusive list of exceptions:

- a. Special taxes and assessments, confirmed or unconfirmed, for improvements not yet completed, if any;
- b. Any state of facts which a good and accurate survey or inspection of the premises might reveal;
- c. Federal, State, local government (County or City), development, construction, zoning and building laws or ordinances, rules, regulations and resolutions;

- d. Rights, if any, of the public in any portion of the premises, which may fall within any public street, way or alley;
- e. All acts of the Grantee occurring prior to, or subsequent to the date of this instrument;
- f. Agreements, conditions, covenants, reservations, restrictions, and servitude of record;
- g. Easements and rights of way of record.
- h. The Grantee hereby covenants on behalf of itself, its successors and assigns at all times to the Grantor to maintain and preserve the St. Augustine Lighthouse histories features all as more fully described in **Exhibit "B,"** which is attached hereto, incorporated by reference and made a part hereof.
- i. The above described lands are conveyed subject to the condition that no building or structure be erected on the seaward side that will obscure the beam of light from the lighthouse for as long as the lighthouse remains on the property.
- j. It is hereby agreed between the Grantor and Grantee that in the event the property herein conveyed is not operated for community, cultural and/or historical use by the Grantee for the public, said property shall automatically revert back to the Grantor, their heirs, successors and assigns.
- k. Pursuant to Florida Statute 270.11 the Grantee requested the mineral rights be released therefore those rights have been released from this County Deed.

IN WITNESS WHEREOF the said Grantor has caused the presents to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year aforesaid.

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

BY: _____
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by John H. Morris, Board Chair who is personally known to me.

Notary Public State of Florida
My Commission Expires: _____

Exhibit "A" to County Deed

Parcel A

That portion of Government Lot 2, Section 21, Township 7 South, Range 30 East, Tallahassee Meridian, the metes and bounds of which are as follows:

Starting at the General Land Office Monument at the center of Section 21, Township 7 South, Range 30 East; thence run South 89 degrees 00 minutes West, 405.3 feet to a General Land Office Monument; thence run North 01 degrees 00 minutes West 230.3 feet to a point in the center of paved road; thence run North 07 degrees 54 minutes West 1191.8 feet to a coquina monument as the point of beginning of the property described herein; thence run North 82 degrees 06 minutes East 148 feet to a concrete monument on the westerly side of a hard surface road; thence run North 8 degrees 27 minutes West 564.7 feet along the westerly side of said hard surface road to a point; thence run North 24 degrees 45 minutes West 100 feet along the westerly side of said hard surface road to a point; thence run South 82 degrees 06 minutes West 112.5 feet along the southerly side of a hard surface road to a coquina monument; thence run South 7 degrees 54 minutes East 660 feet to the point of beginning.

Parcel B

A parcel of land in Section 21 and/or Section 58, Township 7 South, Range 30 East, Tallahassee Meridian, the metes and bounds of which are as follows:

Starting at the General Land Office Monument at the center of Section 21, Township 7 South, Range 30 East, thence run South 89 degrees 00 minutes West 405.3 feet to a General Land Office Monument; thence run North 1 degrees 00 minute West 230.3 feet to a point in the center of a paved road; thence run North 7 degrees 54 minutes West 1191.8 feet to a coquina monument as the point of beginning of the property herein described; thence continue North 7 degrees 54 minutes West 233 feet to a point; thence run South 82 degrees 6 minutes West 210 feet to a point; thence run North 7 degrees 54 minutes West 287 feet to a point; thence run North 82 degrees 6 minutes East 210 feet to a point; thence run North 7 degrees 54 minutes West 140 feet to a point; thence run South 82 degrees 6 minutes West 330 feet to a concrete monument; thence run South 7 degrees 54 minutes East 660 feet to a concrete monument; thence run North 82 degrees 6 minutes East 330 feet to a concrete monument, being said point of beginning.

Parcel C

A parcel of land in Section 21 and/or Section 58, Township 7 South, Range 30 East, Tallahassee Meridian, the metes and bounds of which are as follows:

Starting at the General Land Office Monument at the center of Section 21, Township 7 South, Range 30 East, thence run South 89 degrees 00 minutes West 405.3 feet to a General Land Office Monument; thence run North 1 degrees 00 minute West 230.3 feet to a point in the center of a paved

road; thence run North 7 degrees 54 minutes West 1191.8 feet to a coquina monument; thence continue North 7 degrees 54 minutes West 233 feet to a point; said point being the point of beginning of the property herein described; thence continue North 7 degrees 54 minutes West 287 feet to a point; thence run South 82 degrees 6 minutes West 210 feet to a point; thence run South 7 degrees 54 minutes East 287 feet to a point; thence run North 82 degrees 6 minutes East 210 feet to the point of beginning.

LESS AND EXCEPT:

Starting at the General Land Office Monument at the center of Section 21, Township 7 South, Range 30 East, thence run South 89 degrees 00 minutes West 405.3 feet to a General Land Office Monument; thence run North 1 degrees 00 minute West 230.3 feet to a point in the center of a paved road; thence run North 7 degrees 54 minutes West 1191.8 feet to a coquina monument; thence run North 7 degrees 54 minutes West 660 feet to a coquina monument; thence run South 82 degrees 6 minutes West 107 feet to a point; thence run South 10 degrees 54 minutes East 285.11 feet to a point marked by an iron pipe, said point being the point of beginning of the parcel of land being described; thence run South 9 degrees 54 minutes East 91.5 feet to a point marked by an iron pipe; thence run South 80 degrees 6 minutes West 110.5 feet to a point marked by an iron pipe; thence run North 9 degrees 54 minutes West 91.5 feet to a point marked by an iron pipe; thence run North 80 degrees 6 minutes East 110.5 feet to the point of beginning.

AND LESS AND EXCEPT:

St. Augustine Lighthouse tennis courts

A part of Government lot 2, Section 21, Township 7 South, Range 30 east, St. Johns County, Florida being more particularly described as follows: for a point of commencement, start at the general land office monument at the center of said Section 21 (per description of Parcel "A" as recorded in official records book 192 page 24 of the public records of said county – not field located or verified); thence South 89°00' West a distance of 405.3 feet to a general land office monument (per same description); thence North 01°00' West a distance of 230.3 feet; thence North 7°54' West 1191.8 feet to a coquina monument (per same description); thence North 82°06' East, along the southerly line of aforementioned Parcel A, a distance of 148 feet; thence North 8°27' West, along the easterly line of Parcel A, a distance of 526.55 feet to the point of beginning; thence continue North 8°27' west, along said easterly line, a distance of 38.15 feet; thence North 24°45' West, continuing along said easterly line, a distance of 99.60 feet; thence South 82°06' West, along the northerly line of parcel a, a distance of 113.71 feet; thence South 07°54' East, along the westerly line of Parcel A, a distance of 49.44 feet; thence South 25°37'32" East a distance of 123.28 feet; thence North 64°31'03" East a distance of 110.58 feet to the point of beginning.

Containing 0.42 acres, more or less.

Exhibit "B" to County Deed

HISTORIC PRESERVATION COVENANT

The property is listed on the *National Register of Historic Places*. The Grantee, in accepting this Deed acknowledges and accepts the following conditions and covenant:

1. Grantee shall maintain and preserve the Property in accordance with the recommended approaches in *The Secretary of the Interior's Standards for Treatment of Historic Properties, Standards for Preservation* (Technical Preservation Services for Historic Buildings, National Park Service), hereinafter "*Standards*," in order to reserve and enhance the distinctive materials, features and spaces that make the Property eligible for inclusion in the *National Register of Historic Places*.
2. When rehabilitation is in the appropriate treatment, Grantee shall rehabilitate the Property in accordance with the recommended approaches in *Standards*. Rehabilitation is appropriate when repair and replacement of deteriorated features is necessary or when alteration or addition to the property is planned.
3. Distinctive materials, features, finishes, construction techniques and examples of craftsmanship that characterize a property shall be preserved.
4. Plans of proposed rehabilitation, construction, alteration or replacement of distinctive materials, features, finishes or spaces which would affect the appearance or structural integrity of the Property shall be reviewed and approved by the Secretary of the Interior ("Secretary") in consultation with the State Historic Preservation Officer (SHPO) for consistency with the *Standards*.
5. Archaeological resources shall be protected and preserved in place. If such resources must be disturbed, mitigation measures must be undertaken with the express prior written permission of the SHPO.
6. The Secretary or authorized representative, and/or the SHPO shall be permitted at all times to inspect the Property in order to ascertain if the above conditions are being observed.
7. In the event that the Property, or any associated historic artifact associated with the Property ceases to be maintained in compliance with the covenants, conditions and restrictions set forth in this section, the Property shall, at the option of the Administration of General Services ("Administrator"), revert to the United States to be placed under administrative control of the Administrator.
8. The covenants, conditions and restrictions contained herein shall be inserted by the Grantee verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property.
9. The failure of the Secretary, the Administrator or the SHPO to exercise any right of remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.
10. The covenants, conditions and restrictions set forth in this Historic Preservation Covenant shall constitute a binding servitude upon the Property and shall be deemed to run with the land.

FIRST LIGHT *M*ARITIME SOCIETY

Building on the History of Our Coast

January 30, 2014

St. Johns County Board of County Commissioners
500 San Sebastian View
St. Augustine, Florida 32084

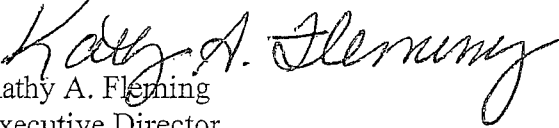
RE: Mineral Reservations

To Whom It May Concern:

Kathy A. Fleming, Executive Director of The Saint Augustine Lighthouse & Museum, Inc., a Florida not-for-profit corporation respectfully requests that the reserved interest of all phosphate, minerals, metals and petroleum, contained in the County Deed be released due to the fact that it creates a cloud on the title to the property.

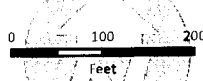
Thank you for your consideration of this request.

Sincerely,


Kathy A. Fleming
Executive Director



2013 Aerial Imagery



January 28, 2014

Lighthouse property sale

Land Mgmt. Systems
Real Estate Division
209-0788

Disclaimer:
This map is for reference use only.
Data provided are derived from multiple
sources with varying levels of accuracy.
The St. Johns County Real Estate Division
disclaims all responsibility for the accuracy
or completeness of the data shown hereon.

