

**AMENDED AND RESTATED SUBLEASE AGREEMENT
BETWEEN THE CITY OF DELRAY BEACH, FLORIDA AND THE FRIENDS OF
SANDOWAY HOUSE NATURE CENTER, INC.**

THIS AMENDED AND RESTATED SUBLEASE AGREEMENT (hereinafter referred to as "**Sublease**") is made and entered into as of the 19th day of May, 2020, (the "**Effective Date**") by and between the **CITY OF DELRAY BEACH, FLORIDA**, a Florida Municipal Corporation (hereinafter referred to as "Lessee") and **THE FRIENDS OF SANDOWAY HOUSE NATURE CENTER, INC.**, a Florida not-for-profit corporation, (hereinafter referred to as "Sublessee").

WITNESSETH:

WHEREAS, Palm Beach County, (the "Owner"), acquired certain real property located at 142 South Ocean Boulevard, Delray Beach, also known as the Sandoway Discovery Center (the "Premises"), on July 25, 1995 and thereafter leased the Premises to the Lessee under the terms of a Lease Agreement, (Resolution Number R95-993D); and

WHEREAS, the Original Lease Agreement between the Owner and the Lessee expires on August 9, 2020; however, the Owner and Lessee mutually desire to extend the term of the Lease to August 9, 2055; and

WHEREAS, Lessee and Sublessee also desire to extend the term of the sublease of the Premises to be used solely and exclusively for public purposes; and

WHEREAS, Lessee and Sublessee agree to rescind and replace the Original Sublease Agreement dated June 24, 1996 with this Amended and Restated Sublease Agreement (the "Sublease").

NOW THEREFORE, based upon the mutual agreements, promises, and covenants contained herein, and for good and valuable consideration, Lessor and Lessee agree as follows:

ARTICLE I - DESCRIPTION OF PROPERTY; TERM

Section 1.01 Premises.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Sublessee to be observed and performed, the Lessee demises and subleases to the Sublessee, and Sublessee rents from Lessee, the existing building and other improvements leased by the Lessee and comprising the Sandoway House at 142 South Ocean Boulevard, Delray Beach, Florida and demises and subleases the house with the surrounding property, collectively referred to as the "Premises", as more particularly described in Exhibit "A".

Section 1.02 Length of Term and Commencement Date.

The Term of this Sublease shall be effective and binding upon the parties from the Effective Date of the Original Lease Agreement, January 1, 1997, and shall extend for the same period of time as the Lease between the Owner and the Lessee, including any amendments granting any extensions

in time, unless sooner terminated pursuant to the provisions of this Sublease. If the Lessee's Lease with Palm Beach County is terminated this shall cause this Sublease to automatically terminate.

This Sublease shall terminate upon Sublessee's failure to comply with each and every requirement imposed upon Sublessee under the terms of this Sublease.

ARTICLE II - RENT

Section 2.01 Annual Rent.

The Rent payable annually in advance by Sublessee for the Term of this Sublease for the use and occupancy of the Premises is One (\$1.00) Dollar (the "Annual Rent"). Payment of Rent will be mailed to Lessee as stated in 2.05 of this Sublease.

Section 2.02 Taxes

No sales or use tax shall be included or charged with Rent or any other payment required of Sublessee pursuant to this Sublease, unless required by law. If so required, the Sublessee shall pay for such taxes for prior or future years, all as may be required by law and any other taxes, special assessments or other charges assessed on the property. Sublessee shall provide to Lessee at the time of execution of the Lease, and at each renewal thereafter, a copy of its certificate of tax exemption.

Section 2.03 Payment Without Notice or Demand.

The Base Rent called for in this Lease shall be paid to Lessor without notice or demand, and without counterclaim offset, deduction, abatement, suspension, deferment, diminution or reduction. Lessee hereby waives all rights now or hereafter conferred to any offset, deduction, abatement, suspension, deferment, diminution or reduction of the Base Rent on account of any such circumstances or occurrence.

Section 2.04 Additional Rent.

All monetary obligations owed by Sublessee to Lessee under this Lease shall be deemed "Additional Rent," whether or not the same is specifically so designated, and Lessee shall have the same rights to enforce due and timely payment by Sublessee of all Additional Rent as are available to Lessee with regards to Annual Rent.

Section 2.05 Place of Payment.

All payments of rent, or any other charges imposed pursuant to this Lease shall be made and paid by Lessee to:

Delray Beach Treasurer
City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444

or at such other place as Lessor may, from time to time, designate in writing to Lessee. All payments shall be payable in current legal tender of the United States, as the same is then by law constituted.

Section 2.06 Late Payment Charge.

In the event any annual installment of Annual Rent and/or other charges is not paid within ten (10) days of its due date, as set forth in this Sublease, Sublessee agrees to pay as a late charge an amount equal to five percent (5%) of the annual installment of Rent that is due and payable as compensation to Lessor for its additional administrative expenses in processing late payments.

ARTICLE III -CONDUCT OF BUSINESS AND USE OF PREMISES

Section 3.01 Use of Premises.

Sublessee shall use and occupy the Premises for the purpose of maintaining a nature and educational center in a historic setting and for providing nature/educational/historical programs and for other public purposes with attendant offices and meeting rooms necessary to provide nature and educational programs. The Sublessee shall not use the premises for any purpose that conflicts with the purposes set forth herein and in the Lease Agreement between the Owner and the Lessee or in the Conceptual Approval Agreement or Grant Award Agreement between the Lessee and Florida Communities Trust (the "FCT") or in the Management Plan. Sublessee shall not use the premises for any other purpose or use whatsoever, without the prior written consent of the Lessee. The Sublessee may operate a gift shop on the premises provided that any profit or proceeds from the gift shop shall be used solely for the upkeep, rehabilitation or support of the Sandoway House. The Sublessee may also hold fundraising activities on the premises provided that any proceeds from the fundraising activities shall be used solely for the upkeep, rehabilitation or support of the Sandoway House.

Section 3.02 Non-Discrimination.

Sublessee shall not discriminate against or segregate any person or group of persons on account of race, sex, creed, color, national origin, genetic information, ancestry, religion, disability, marital status, familial status, age, sexual orientation, gender identity or expression in the occupancy, use, tenure or enjoyment of the Premises. It is mutually agreed that a condition for the granting of this Sublease is the active and continuous use of the Premises for the Permitted Use.

Section 3.03 No Unlawful Use.

Sublessee shall not use or permit the use of the Premises or any part thereof for any unlawful purpose, or in violation of any ordinances, laws, rules or regulations of any governmental body now in force or which may hereafter be in force. Sublessee shall comply with all recorded covenants which encumber the Premises, and all rules and regulations relating to fire and life safety systems. Sublessee shall not do or permit any act which would constitute a public or private nuisance or waste or cause damage to Lessee, or which would invalidate any policies of insurance or increase the premiums thereof, now or hereafter written on the Building and/or Premises. Sublessee shall comply with all state, county and city ethics laws and regulations in the use of the Premises.

Section 3.04 Alterations by Sublessee.

Sublessee agrees to perform, at its own cost and expense, all work necessary to fully equip and maintain the Premises for Sublessee's permitted use of the Premises as specified in Section 3.01 of the Sublease, except, for Lessee obligations listed in Section 5.03 of this Sublease.

Any installation, alteration, addition, improvement or other physical change ("Alteration") requiring a building permit in or about the Premises by the Sublessee shall require the prior written consent of Lessee whose consent shall not be unreasonably withheld. Sublessee shall submit plans for Lessee's approval of all alterations. In accordance with the provisions of the Lease between the Owner and the Lessee, the Owner must also give its consent for alterations over \$25,000.00. Upon granting their consent, Lessee or Owner shall specify whether the Alteration is to be removed by Sublessee, at Sublessee's sole cost and expense, upon the expiration of the Term of this Sublease. In the event a construction lien is filed against the premises, Sublessee shall comply with all applicable provisions of Florida Statutes, Chapter 713, Part I. Sublessee, within thirty (30) days after notice from the Lessee, shall discharge, or shall have the mechanics lien transferred to bond, any mechanic's liens for materials or labor claimed to have been furnished to the Premises on the Sublessee's behalf and to indemnify, defend and save Lessee and Owner harmless from and against any damage or loss incurred by the Lessee or Owner as a result of any such construction lien. All alterations, additions, improvements, decorations or installations, including but not limited to, partitions, railings, (except movable furniture and fixtures put in at the expense of Sublessee and removable without defacing or injuring the Building or the Premises), shall become the property of Lessee or Owner at the termination of the Sublease Term.

Sublessee, at its sole cost and expense, shall cause to be made, executed and delivered to Lessee prior to commencement of any improvements to the Premises, a bond, drawn in a form and issue by a company approved by Lessee and Owner, guaranteeing compliance by Sublessee of its obligations hereunder.

Section 3.05 Contractor Requirements.

Sublessee shall also require contractors to furnish for the benefit of Lessee and Owner a payment and performance bond equal to the cost of the improvements and in the form required under Section 255.05, Florida Statutes. Sublessee shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive automobile insurance, and physical damage insurance on a Builder's Risk form with the interest of Lessee and Owner endorsed thereon, in such amounts and in such manner as Lessee and Owner may reasonably require. Lessee may require additional insurance for any alterations or improvements approved hereunder, in such amount as Lessee and Owner reasonable determines to be necessary.

Section 3.06 Mechanic's, Construction, Materialman's and Laborer's Liens.

Sublessee agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by Sublessee to the Premises and further agrees to indemnify and hold Lessee and Owner harmless from and against any and all such costs and liabilities incurred by Sublessee, and against any and all mechanic's, materialman's, construction, or laborer's liens arising out of or from such work or

the cost thereof which may be asserted, claimed or charged against the Premises or the Building or Property. The interest of Lessee in the Premises shall not be subject to liens for improvements made by or for Sublessee, whether or not the same shall be made or done in accordance with any agreement between Lessee and Sublessee. This Sublease specifically prohibits the subjecting of Lessee's and Owner's interest in the Premises to any mechanic's, materialman's, construction, or laborer's liens for improvements made by Sublessee or for which Sublessee is responsible for payment under the terms of this Sublease. Sublessee shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion, or other estate of Lessee or Owner in the Premises and all mechanics, materialmen, contractors, artisans, and other parties contracting with Sublessee or its representatives or agents are hereby charged with notice that they must look to Sublessee to secure payment of any bill for work done or material furnished or for any other purpose during the term of the Sublease. In addition to the foregoing, the Sublessee shall notify any of its contractors making any improvements to the Premises of the terms of this provision, and Sublessee acknowledges that its knowing and willful failure to provide said notice to the contractor(s) shall render the contract between the Sublessee and the contractor(s) voidable at the option of the Lessee. In the event any notice or claim of lien shall be asserted of record against the interest of Lessee or Owner in the Premises or Building or the site on which it is located on account of or arising out of any improvement or work done by Sublessee, or any person claiming by, through or under Sublessee, for improvements or work the cost of which is the responsibility of Sublessee, Sublessee agrees to use its best efforts to have such notice of claim of lien canceled and discharged of record as a claim against the interest of Lessee or Owner in the Premises or the Building (either by payment or bond as permitted by law) within thirty (30) days after notice to Sublessee by Lessee.

Section 3.07 Hazardous Substances.

Sublessee shall not use, store or dispose of any "Hazardous Substances" on the Premises, any chemical, material or substance, including petroleum products, the handling, storage, transportation, disposal of or exposure to which is prohibited, limited, or regulated by any federal, state, county, regional or local authority. In the event of accident or discovery of such storage or disposal, Sublessee shall immediately report such occurrence to Lessee, indicating what is being stored or disposed of, and what actions Sublessee is undertaking to remove said hazardous substances or petroleum products. Sublessee agrees to indemnify, defend and save harmless the Lessee and Owner from and against any claim, damage or loss incurred by Lessee or Owner as a result of the storage, disposal, exposure or transportation of the aforementioned hazardous substances and petroleum products.

Section 3.08 Radon.

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

Section 3.09 Mold Exclusion.

Sublessee hereby acknowledges that Lessee has advised Sublessee that it is possible for mold/mildew/fungi/microbe-related forms to grow and affect the Premises and the property

therein. Sublessee agrees that Lessee shall not have any liability or responsibility whatsoever for any damage, loss, claim, or court expense arising out of or resulting from mold/mildew/fungi/microbe-related forms in the Premises to Sublessee. Accordingly, Sublessee hereby releases Lessee, and their agents, employees, successors and assigns, from and against any and all claims arising out of or relating to mold/mildew/fungi/microbe-related forms or any similar situation with respect to the Premises. In the event it is discovered that mold is present at the Premises then Lessee, at its sole cost and expense, shall promptly cause the mold condition to be remediated at Lessee's sole expense.

Section 3.10 Obligations of Lessee.

Sublessee shall give prompt notice to Lessee of any notice it receives of the violation of any law or requirement of any public authority with respect to the Premises or the use or occupation thereof. Sublessee shall during the Term of this Sublease comply with all laws, ordinances, regulations, orders and requirements of any governmental authority which may be applicable to Sublessee's Permitted Use of the Premise. Sublessee's obligation shall include compliance with the Florida Clean Indoor Air Act which provides in part that a person may not smoke in an enclosed indoor workplace. In the event Sublessee receives any notice alleging violation of any of the aforementioned laws, ordinances, regulations, orders, rules or requirements relating to any portion of the Premises; or any notice of regulatory action or investigation instituted in connection therewith, Sublessee shall provide written notice to Lessee thereof within ten (10) days after receipt of same by Sublessee.

ARTICLE IV - ACCEPTANCE OF THE PREMISES

Section 4.01 Acceptance of Property.

Sublessee acknowledges and certifies that Sublessee has been in exclusive possession of the Premises since June 24, 1996. Lessee has not made any representations or warranties with respect to the condition of the Premises and Lessee shall not be responsible for any latent defects therein. Sublessee is presently in possession of the Premises and accepts the condition of the Premises "AS-IS" subject to Lessee's continuing obligations contained in this Sublease for the maintenance, repair, and replacement of portions of the Premises, including compliance for the Premises under 42 U.S.C. §12101, commonly known as the Americans with Disabilities Act of 1990.

ARTICLE V – REPAIR AND MAINTENANCE OF PREMISES

Section 5.01 Responsibilities of Sublessee.

With respect to the interior of the building, Sublessee shall be solely responsible for and shall promptly pay as its expense all charges for electricity, telephone, cable, television, communication equipment, water, sewer, gas, janitorial service, cleaning, pest control, painting, window cleaning, all other utility consumption charges. Sublessee shall be solely responsible for the repair and maintenance of the pool located on the property as well as the maintenance of the security system, fire sprinkler and fire alarm system for the building.

Lessee, in its sole and absolute discretion, may elect to monitor, manage, and /or assume these costs and charges described in this Section without the approval of the Sublessee. Sublessee shall also be solely responsible for maintaining the interior non-structural portions the Building, at its

sole cost and expense, including without limitation, its walls, floors, and ceiling, the electrical and plumbing systems, lighting, security, fire safety. Sublessee shall pay all costs and expenses for the installation of any improvements made to the interior of the building, any additional utilities, other improvements, or upgrades to the improvements provided by the Sublessee. Sublessee shall be responsible for entering into a maintenance agreement for the maintenance and repair of the air conditioning. Sublessee shall also be responsible for paying all charges associated with a maintenance agreement for the air conditioning system, in order to ensure the maintenance of the air conditioning system, and shall provide proof of such maintenance agreement to the Lessee.

Section 5.02 Failure to Maintain by Sublessee.

If the Sublessee shall fail to properly repair or maintain any item required to be repaired or maintained by the Sublessee under this Sublease or fails to perform or pay for services or utilities as required by this Sublease, within thirty (30) days of notice from the Lessee of the need for such repair, maintenance, performance or payment, the Lessee may complete such repairs, perform the necessary maintenance, or provide or pay for services or utilities and Sublessee shall reimburse the other party for all reasonable expenses incurred by Lessee in doing so.

Section 5.03 Lessee's Obligations.

Lessee is responsible for the maintenance, repair, and replacement of the portions of the Premises which the Sublessee is not obligated to maintain and repair, including without limitation, all perimeter parts of the building, the structural, non-structural, functional and systemic aspects of the building, including the roof, foundation, load-bearing walls, general exterior building maintenance, treatment and structural repair related to and/or caused by wood destroying organisms, walkways, elevators, sidewalks, landscaping, irrigation, water lines, sanitary sewer lines, stormwater lines, exterior lighting, signage, water features, public restrooms, security cameras, parking areas, downspouts, gutters, sprinkler system, regular mowing of any grass, trimming, weed removal and general landscape maintenance, including driveways and alleys, including, but not limited to, cleaning, repaving, restriping and resealing. Lessee shall be responsible for the exterior doors and exterior windows of the building and the ordinary and scheduled maintenance and repair of the HVAC equipment. However, sublessee agrees that lessee shall not be responsible for any claims for damage to person or property that results from any improvements constructed or installed by the sublessee on the Premises, or for the maintenance, repair, or replacement of same. Sublessee shall immediately give Lessee written notice of any defects, repairs or maintenance for which Lessee is responsible under any of the provisions of this Lease.

Any maintenance/repair/replacement item not specifically mentioned or expressly reserved to the Lessee shall be the responsibility of the Sublessee.

Section 5.04 No Damage.

Sublessee agrees not to damage, destroy, deface, or injure any portion of the Premises, and to be responsible for any damages sustained through the acts or omissions of Sublessee or any of its agents, employees, guests, and invitees

Section 5.05 Lessee's Right to Inspect and Repair.

The Lessee or the Lessee's agents shall have the right upon reasonable prior notice to the Sublessee (except that no notice need be given in case of emergency) to enter the Premises for the purposes stated in Paragraph 3.01 and for the purpose of inspection and maintenance of, or the making of repairs to the Premises, which are Lessee's responsibility hereunder or which Lessee has the right to perform pursuant to Paragraph 5.03, or for the purpose of complying with laws, ordinances, rules, regulations or other requirements of government authorities. Any such entrance into the Premises shall be conducted by Lessee in a manner calculated to minimize interference with or disruption of Sublessee's operations within the Premises.

ARTICLE VI UTILITIES AND SERVICES

Section 6.01 Responsibility of Sublessee.

Sublessee shall supply at its cost and expense separate meters, if required, for measuring electricity and water used or consumed as a result of Sublessee's use of the Premises. Sublessee agrees to pay all charges for electricity and water or any other utilities used or consumed as a result of the use of the Premises, including the cost of outside lighting of the Premises, by contracting directly with the utility company furnishing such utilities to the Premises. The Sublessee shall remove its refuse and rubbish from the Premises from which it will be removed at the expense of Lessee. Lessee shall be responsible for all garbage and trash removal fees and charges including but not limited to all fees and charges submitted by the Solid Waste Authority for solid waste generated from the Premises. The Sublessee at its expense shall contract for all janitorial services in and about the Premises and shall cause all portions of the Premises to be regularly cleaned. The Sublessee at its expense shall contract for all pest control services in and about the Premises. Sublessee shall also pay any monthly monitoring costs associated with a security system for the Premises.

ARTICLE VII INSURANCE

Section 7.01 Insurance by Sublessee.

During the entire Term of this Sublease or any renewal thereof, Sublessee shall provide insurance as shown in Exhibit "B", listing the Lessee and the Owner as additional insureds. Sublessee shall also provide appropriate insurance for any personnel or employees that will be working on the Premises.

Sublessee agrees to maintain all-risk property insurance, including the perils of wind and, if the property is located in a Special Flood Hazard Zone, flood for adequate limits of coverage on the building and contents based on a replacement cost calculation. Sublessee agrees to be fully responsible for any deductible, uncovered loss, or self-insured retention under the all-risk property insurance.

Section 7.02 Personal Property.

All of Sublessee's personal property placed or moved in or on the Premises shall be at the risk of the Sublessee or owner of the personal property thereof. Except as otherwise provided herein,

Lessee shall not be liable for any damage to said personal property, except to the extent caused by Lessee, Lessee's agents' or employees' willful or sole negligent acts or omissions.

Section 7.03 Indemnification.

Sublessee shall indemnify and save harmless the Lessee and Owner, their officers, agents and employees from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Sublease or any renewal thereof, for any personal injury, loss of life and/or damage to property sustained in or about the Premises by reason or as a result of the use and occupancy of the Premises by the Sublessee, its agents, employees, licensees and invitees and the general public and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney fees, expenses and liabilities incurred in and about the defense of any such claim. Said indemnification by Sublessee shall not include indemnification for claims, damages, loss, or liabilities which are judicially determined to arise out of the sole negligence or willful misconduct of the Lessee or Owner, their officers, employees or agents. In the event that the Lessee or Owner is made a party to any litigation commenced against the Sublessee or by the Sublessee against any party, then Sublessee shall indemnify, protect, hold harmless and pay all costs and attorneys fees incurred by Lessee or Owner in connection with the litigation and any appeals thereof. Nothing herein shall constitute a waiver of sovereign immunity of the Lessee or Owner. This indemnification includes all costs and fees including reasonable attorney's fees, paralegal expenses, and costs at both the trial and appellate levels. The indemnity obligation of the Lessee shall survive expiration or termination of this Agreement.

ARTICLE VIII-DESTRUCTION OR CONDEMNATION OF PREMISES

Section 8.01 Damage or Destruction by Fire, War, or Act of God.

In the event the Premises shall be destroyed or so damaged or injured by fire, flood or other casualty during the Term of this Sublease or any extension thereof, whereby the same shall be rendered untenable, in whole or in part then the Lessee at its sole option may terminate the Sublease or may permit the Sublessee to commence restoration thereof within one hundred twenty (120) days and thereafter diligently pursue the restoration to completion. In the event of any such casualty Sublessee fails to complete restoration or replacement within a reasonable period of time, the Lessee may, in its sole discretion grant an extension of time or terminate the Sublease, and Lessee may complete the restoration or replacement and Sublessee shall reimburse the Lessee for all costs and expenses in doing so. In the event Lessee or Sublessee elects to terminate this Sublease, instead of permitting the Sublessee to replace or restore the premises, both parties shall be relieved of all further obligations hereunder. The cancellation herein mentioned shall be evidenced in writing.

ARTICLE IX-DEFAULT

Section 9.01 Default by Sublessee.

The occurrence of any one or more of the following shall constitute an Event of Default by Sublessee under this Sublease: (i) Sublessee shall fail to perform or observe any of the agreements, covenants or conditions contained in the Sublease on Sublessee's part to be performed or observed and such failure shall continue for more than thirty (30) days after notice; (ii) Sublessee shall vacate or abandon the Premises; or (iii) Sublessee's leasehold estate shall be taken by execution, attachment or process of law. If any Event of Default occurs, then, at any time

thereafter while the Event of Default continues, Lessee shall have the right, at its own option, to either cure the default and Sublessee shall reimburse Lessee for all expenses incurred by Lessee in doing so or may give Sublessee notice that Lessee intends to terminate this Sublease upon a specified date no less than three (3) days after the date the notice is received by Sublessee, and this Sublease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Sublease. If, however, the default is cured within the three (3) day period or the Sublessee commences to cure the default within the three day period and thereafter diligently pursues such cure and the Lessee is so notified, this Sublease will continue, provided the cure is perfected within a reasonable time or within the time as may be provided by the Sublease.

Section 9.02 Default by Lessee.

Lessee shall be in default of this Sublease if Lessee shall fail to observe or perform any term, covenant or condition of this Sublease on the Lessee's part to be observed or performed, and the Lessee shall fail to remedy same within thirty (30) days after notice from Sublessee. In the event the default is of such nature that it cannot be reasonably cured within the foregoing thirty (30) day period, Lessee shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that Lessee diligently proceeds with the curing of the default. In the event that the default is not cured by Lessee within the foregoing time period, Sublessee, at Sublessee's option, may cure either said default and Lessee shall reimburse Sublessee for all expenses incurred by Sublessee in doing so, or Sublessee may give to the Lessee a three (3) day notice specifying that the Sublessee intends to terminate this Sublease. Upon receipt of said notice and expiration of the three (3) day time period, this Sublease and all obligations of Sublessee hereunder shall terminate and Sublessee shall thereupon be relieved of all further obligations hereunder.

ARTICLE X-ANNUAL BUDGETARY FUNDING/CANCELLATION/PROPERTY TRANSFER

Section 10.01 Appropriations.

The Term of this Sublease and the Lessee's responsibilities hereunder shall be subject to annual budgetary funding by the Lessee.

ARTICLE XI-QUIET ENJOYMENT

Section 11.01 Lessee's Covenant.

Upon payment by the Sublessee of the Annual Rent and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on Sublessee's part to be observed and performed, Sublessee shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption, subject to the Terms of this Sublease.

ARTICLE XII-SURRENDER, HOLDOVER

Section 12.01 Surrender of Premises

Upon expiration of the Term, the Sublessee shall, subject to the provisions of Section 3.04 of this Sublease, remove at its own cost and expense, its personal property, trade fixtures and equipment

and shall deliver the Premises to Lessee in good repair and condition, excepting reasonable wear and tear arising from Sublessee's permitted use of the Premises.

Section 12.02 Holdover

Any holdover by Sublessee, with or without the consent of Lessee, at the expiration of this Sublease, shall create a new tenancy from month-to-month between Lessee and Sublessee which shall be subject to all terms and conditions hereof. This holding over shall not result in renewal or extension of this Sublease.

ARTICLE XIII-MISCELLANEOUS

Section 13.01 Notices and Consents

Any consents, approvals and permissions by the Lessee shall be effective and valid only if in writing and any notice by either party to the other shall be in writing and shall be deemed to be duly given only if mailed prepaid by certified mail, return receipt requested addressed:

(a) If to the Lessee at:

City Manager
100 N.W. 1st Avenue
Delray Beach, FL 33444

with a copy to:

Office of the City Attorney
200 N.W. 1st Avenue
Delray Beach, FL 33444

(b) If to the Sublessee at:

The Friends of Sandoway House Nature Center, Inc.
P.O. Box 73
Delray Beach, FL 33447-0073

(c) If to Owner at:

Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411

with a copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401

Or at such other addresses as the Lessee, Sublessee or the Owner, respectively, may designate in writing.

Section 13.02 Severability.

If any term of this Sublease or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Sublease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Sublease, shall be valid and enforceable to the fullest extent permitted by law.

Section 13.03 No Recording.

Lessee and Sublessee covenant, warrant and agree that neither this Sublease, nor any memorandum, provision or part hereof, shall be recorded in the public records of any county of any state, including without limitation, the public land records of Palm Beach County, Florida.

Section 13.04 Venue.

This Sublease shall be governed by and interpreted according to the laws of the State of Florida. To the extent allowed by law, the venue for any action arising out of or from this Sublease shall be in Palm Beach County, Florida.

Section 13.05 Captions – Recitals.

The captions in this Sublease are included for convenience only and shall not be taken into consideration in any construction or interpretations of this Sublease or any of its provisions.

The Recitals contained on page one of the Sublease are hereby incorporated as if set forth fully herein.

Section 13.06 No Representations - Entire Agreement.

This Sublease constitutes all agreements, conditions and understanding between Lessee and Sublessee concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Sublease. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Sublease shall be binding upon Lessee or Sublessee unless reduced to writing and signed by them.

Section 13.07 Time of the Essence.

Time is of the essence with respect to each provision of this Sublease which requires that action be taken by either party within a stated time period, or upon a specified date. Any reference to a certain number of days shall be deemed to be calendar days. Any time period provided herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. EST of the next business day.

Section 13.08 No Assignment or Subletting or Licensing of Premises.

Sublessee shall not assign, sublet nor license the Premises.

Section 13.09 Benefit and Binding Effect.

This Sublease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the parties hereto.

Section 13.10 Change of Ownership of Premises.

If the ownership of the Premises is transferred to the Lessee at any time during the term of the Sublease Agreement the Sublease Agreement shall continue with the same force and effect as herein provided. If the transfer occurs this Sublease Agreement shall become a Lease Agreement and the City shall be referred to as the "Owner" and the Friends of Sandoway House Nature Center shall be referred to as the "Lessee".

Section 13.11 Management Agreement.

The Management Agreement between the Lessee and the Sublessee is hereby incorporated into the Sublease Agreement and to what extent, if any, the Management Agreement conflicts with the Sublease Agreement, the terms and conditions of the Management Agreement shall prevail.

Section 13.12 Parking.

The Lessee shall provide reasonable parking for the Sandoway House at its discretion.

Section 13.13 Approvals.

This Sublease Agreement shall be subject to approval from Palm Beach County and FCT in accordance with previously executed agreements.

Section 13.14 Records.

Sublessee, at all times during the term of this Sublease, will keep proper books of record and account in which full, true and correct entries will be made of its transactions with respect to the operation of the Premises in accordance with generally accepted accounting practices, consistently applied, and which will properly and correctly reflect all items of income and expense in connection with the operation of the Premises. Lessee will have the right from time to time during normal business hours and upon reasonable notice to Sublessee to examine all such books, records and accounts at Sublessee's office or at the office of such other person as maintains them, and to make such copies or extracts as Lessee may reasonably be required in order for Lessee to comply with any agreement, ordinance, law or regulation regarding the use of the Premises and operation of the Premises, which shall at Lessee's sole costs and expense. Sublessee will furnish to Lessee, at Sublessee's expense, all evidence which Lessee may from time to time reasonably request as to the accuracy and validity of or compliance with all Sublessee's obligations under this sublease. Any inspection or audit of the books and records of Sublessee or the procuring of documents verifying financial and other information, by or on behalf of Lessee, shall be for Lessee's verification of Sublessee's operation of the Premises, and shall not constitute any assumption of responsibility or liability by Lessee to Sublessee or anyone else with regard to the condition, maintenance or operation of the Premises, nor relieve Sublessee of any of Sublessee's obligations.

Section 13.15 Funding Agreement.

If at any time during the term of this Sublease, Sublessee is a party to a funding agreement, or grant, or it is the recipient of a conditional gift (collectively a "**Funding Agreement**"), Sublessee shall timely comply with all of the terms and conditions of the Funding Agreement.

Section 13.16 Palm Beach County Office of the Inspector General Audit Requirements.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the Lessee, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 13.17 No Partnership or Joint Venture.

Nothing contained in this Sublease will be deemed or be construed to create a partnership or joint venture between Lessee and Sublessee, or to create any other relationship between the parties other than that of Lessee and Sublessee.

Section 13.18 Capacity to Execute Sublease.

Sublessee represents that it is legally constituted, in good standing and authorized to conduct business in the State of Florida. Sublessee further represents that the person who is executing this Sublease on its behalf has the full power and authority to perform such execution and deliver the Sublease to Lessee, and that upon such execution and delivery, the Sublease shall be valid and binding upon Sublessee in accordance with its respective terms and conditions. Each of the persons executing this Sublease on behalf of Sublessee represents and warrants that it is a duly organized and existing 501(c)(3) corporation. Lessee represents that the person who is executing this Sublease on its behalf has the full power and authority to perform such execution and deliver the Sublease to Sublessee, and that upon such execution and delivery, the Sublease shall be valid and binding upon Lessee in accordance with its respective terms and conditions.

Section 13.19 Waiver of Trial by Jury.

IT IS MUTUALLY AGREED BY AND BETWEEN LESSOR AND LESSEE THAT THE RESPECTIVE PARTIES HERETO SHALL, AND THEY HEREBY DO, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE.

Section 13.20 Sale of Premises by Owner.

The parties agree that Owner has the right to sell the Premises, subject to this Sublease, at any time during the Sublease Term.

Section 13.21 Governmental Functions.

- a. The parties agree that this Sublease shall not constitute a waiver of any portion of

the City of Delray Beach's Code of Ordinances, Land Development Regulations, or any other applicable law, code, or regulation, and that the Sublessee shall comply with all applicable statutes, codes, regulations, and ordinances that apply to the Sublessee's performance of its obligations pursuant to this Lease.

b. To the extent approval or permission must be obtained from the City of Delray Beach, such approval or permission shall be granted or denied in accordance with applicable governmental regulations, rules, laws, and ordinances, and no person shall have any vested rights.

c. Lessee and Owner have not waived sovereign immunity and the limits of tort liability set forth in F. S. §768.28(5), as may be amended from time to time. Moreover, the Lessee desires to enter into this Sublease only if in so doing the Lessee can place a limit on the Lessee's liability for any cause of action for money damages due to an alleged breach by the Lessee of this Sublease, so that its liability for any such breach never exceeds the sum of \$10,000. Sublessee hereby expresses its willingness to enter into this Sublease with a \$10,000 limitation on recovery for any damage action for breach of contract. Accordingly, Sublessee hereby agrees that the Lessee shall not be liable to Sublessee for damages in an amount in excess of \$10,000 for any action for breach of contract arising out of the performance or nonperformance of any obligations imposed upon the Lessee by this Sublease. The foregoing provisions shall not preclude an action by Sublessee for specific performance. Nothing contained in this subparagraph or elsewhere in this Sublease is in any way intended to be a waiver of the limitation placed upon the Lessee's liability as set forth in Florida Statutes, Section 768.28; and

d. Any action by Lessee shall be without prejudice to, and shall not constitute a limit or impairment or waiver of, or otherwise affect the Lessee's right to exercise its discretion in connection with its governmental or quasi-governmental functions.

Section 13.22 No Brokers.

Lessee and Sublessee each represents and warrants to the other that such party has not authorized or employed, or acted by implication to authorize or to employ, any real estate broker or salesman to act for such party in connection with this Sublease. Each party shall indemnify, defend and hold the other harmless from and against any and all claims by any real estate broker or salesman for a commission, finder's fee or other compensation as a result of the inaccuracy of such party's representation above.

Section 13.23 No Rights of Third Parties.

Nothing contained in this Sublease shall be construed so as to confer upon any other party the rights of a third party beneficiary.

Section 13.24 No Waiver.

The waiver by the Lessee of any agreement, condition or provision herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition or provision herein contained, nor shall any custom or practice which may grow up between the parties in the administration of the terms hereof be construed to waive or to lessen the right of the Lessee to insist upon the performance by Sublessee in strict accordance with such terms. The subsequent acceptance of Annual Rent hereunder by the Lessee shall not be deemed to be a waiver

of any preceding breach by Sublessee of any agreement, condition or provision of this Sublease, other than the failure of Sublessee to pay the particular rental so accepted, regardless of the Lessee's knowledge of preceding breach at the time of acceptance of Annual Rent.

Section 13.25 Counterpart Execution.

This Lease may be executed in counterparts, each of which shall be a fully executed original and all of which together shall constitute one and the same instrument. A facsimile or electronic mail copy of this Lease with signatures thereon will be considered for all purposes an original hereof. Each party agrees to promptly deliver an execution original to this Lease with its actual signature to the other party upon request, but a failure to do so shall not affect the enforceability of this Lease, it being expressly agreed that each party to this Lease shall be bound by its own electronic signature and shall likewise accept the electronic signature of the other party.

Section 13.26 Public Records Statutory Disclosure.

Sublessee shall comply with public records laws as applicable to this Sublease and to Sublessee's obligations hereunder. IF THE SUBLESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBLESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SUBLEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH, FLORIDA, (561) 243-7050, E-MAIL: cityclerk@mydelraybeach.com.

Sublessee shall comply with public records laws, specifically to:

- a. Keep and maintain public records required by the City to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Sublease term and following completion of the Sublease if the Sublessee does not transfer the records to the City; and
- d. Upon termination or expiration of the Sublease, transfer, at no cost, to the City all public records in possession of the Sublessee or keep and maintain public records required by the City to perform the service. If the Sublessee transfers all public records to the City upon expiration or termination of this Sublease, Sublessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- e. If the Sublessee keeps and maintains public records upon termination or expiration of this Sublease, the Sublessee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IN WITNESS WHEREOF, the parties hereto have duly executed this Sublease as of the day and year first above written.

WITNESS:



Witness Signature

Priscilla Patrick
Print Witness Name

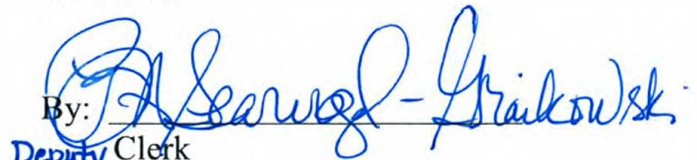

Witness Signature

Jason C. King
Print Witness Name

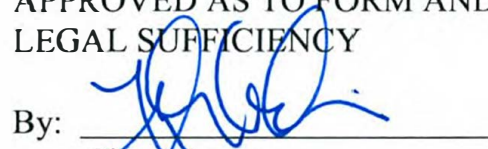
TENANT:


By: _____
Mayor

ATTEST:


By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


By: _____
City Attorney

THE FRIENDS OF SANDOWAY HOUSE
NATURE CENTER INC., a Florida not-for-profit
corporation.

By: Danica Sanborn
Print name: Danica Sanborn
Title: Executive Director

Two Witnesses to Sublessee's Execution:

[Signature]
Witness Signature

Sam Metoff
Print Name of Witness

[Signature]
Witness Signature

Amy Jean-Baptiste
Print Name of Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 29th day of April, 2020 by
Danica Sanborn (name of person), as Exec Director (type of
authority) for Sandway House (name of party on behalf of whom instrument was
executed).

Personally known ___ OR Produced Identification
Type of Identification Produced FL D/L

[Signature]
Notary Public – State of Florida

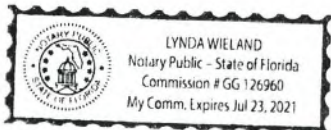


EXHIBIT A
Legal Description of the Premises

Commencing at the intersection of the Western boundary line of Ocean Boulevard (State Road A-1-A) with the North line of Beach Lot 24, plat of the fractional East 1/2 of Section 16, Township 46S, Range 43E, according to the Plat thereof, as recorded in Plat Book 1 at Page 25, of the Public Records of Palm Beach County, Florida; thence Southerly along said West boundary line of Ocean Boulevard, a distance of 27.16 feet to the Point of Beginning; thence Westerly parallel to said North line of Beach Lot 24, a distance of 215.06 feet to a Point; thence Southerly making an angle with the preceding course of 91°37' measured from East to South; thence 73.03 feet to a Point; thence Easterly parallel to said north line of Beach Lot 24, a distance of 209.01 feet to a Point; said point being in Western boundary line of Ocean Boulevard; thence Northerly along said boundary line a distance of 73.45 feet to the Point of Beginning.

EXHIBIT B
Minimum Insurance Requirements

Workers' Compensation Insurance: Sublessee shall during the Term of this Lease provide and maintain in accordance with statutory requirements of the State of Florida workers compensation insurance or employee's liability insurance to protect against on-the-job injury or illness which may not fall within the provisions of the Florida State's Workers' Compensation Law. The limits shall be no less than Five Hundred Thousand Dollars (\$500,000) for each accident, and an occupational disease limit of Five Hundred Thousand Dollars (\$500,000) per employee/Five Hundred Thousand Dollars (\$500,000) aggregate.

Commercial General Liability and Property Damage. Sublessee shall maintain a Commercial General Liability policy applying to the use and occupancy of the Premises and any areas adjacent thereto, and the Permitted Use operated by Lessee, or by any other occupant of the Premises with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for Bodily Injury and Property Damage. Such policy shall specifically name the Lessee and the Owner as additional insureds. Sublessee's Commercial General Liability policy shall not provide for a deductible in excess of Two Thousand Dollars (\$2,000) without the prior written approval of the Lessee.