

**LEASE BETWEEN  
MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
FLORIDA COMMUNITY HEALTH CENTERS, INC.**

**THIS LEASE AGREEMENT** (“Lease”) made this \_\_\_\_ day of \_\_\_\_\_, 2025, between **MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, having its principal office at 2401 SE Monterey Road, Stuart, Florida 34996, (hereinafter referred to as the “COUNTY”), and, **FLORIDA COMMUNITY HEALTH CENTERS, INC.**, a non-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 5827 Corporate Way, West Palm Beach, FL 33407 (hereinafter referred to as the “LESSEE”).

**W I T N E S S E T H:**

**WHEREAS**, LESSEE provides health services, including but not limited to adult primary care, immunizations, lab testing, maternity care services, pediatrics, dental services, and vaccinations to ensure public access to such services to the citizens of Martin County; and

**WHEREAS**, the LESSEE currently leases a portion of the Martin County Health Department facility located at 3441 SE Willoughby Blvd., in Stuart and desires to continue to utilize their space through December 31, 2029; and

**WHEREAS**, the LESSEE has applied to the COUNTY for a lease of a portion of the Martin County Health Department facility located at 3441 SE Willoughby Blvd., Stuart, FL, and for use of the premises for purposes of providing maternity care, inclusive of prenatal, delivery and postnatal care, as well as a continuum of primary health services, to those served by the Martin County Health Department; and

**WHEREAS**, the COUNTY is authorized pursuant to Section 125.38, Florida Statutes, to lease real property owned by the County to not-for-profit organizations organized for the purposes of promoting community interest and welfare; and

**WHEREAS**, the COUNTY has found that the portion of the above described facility to be leased to the LESSEE is required for such use and is not currently needed for County purposes; and

**WHEREAS**, the COUNTY desires to lease such property to the LESSEE.

**NOW THEREFORE**, in consideration of the foregoing and in further consideration of the mutual covenants contained herein, the parties agree as follows:

**1.     Description of Leased Premises.** The COUNTY hereby leases to the LESSEE a portion of the Martin County Health Facility, totaling 3,594 square feet, more particularly described in **Exhibit “A”**, attached hereto and incorporated herein, hereinafter referred to as the Leased Premises.

**2.     Use of Leased Premises.** The LESSEE shall use the Leased Premises exclusively for the provision of health services consistent with the needs of the citizens of Martin County.

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3. **Term.** The term of this Lease shall be for five (5) years, beginning January 1, 2025 and terminating on December 31, 2029.

4. **Renewal.** No less than 180 days prior to expiration of the last renewal term of this Lease, upon written request of the LESSEE, the COUNTY will evaluate whether the Lease should be renewed, renewed with amendments or not renewed. The COUNTY may, at its sole option, renew or renew with amendments or not renew this Lease subject to approval by the Martin County Board of County Commissioners.

5. **Rent.**

A. LESSEE agrees to pay to COUNTY without set-off, abatement, credit, deduction or claim of off-set, annual rent for the Leased Premises determined in accordance with the average of the prior three years' per square foot "total building cost" for the subject facility as set forth in the County's General Services Report. The County shall notify Lessee of the average per square foot total building cost, on or before November 1 of each year and the rent shall be adjusted in accordance with such adjusted average per square foot total building cost effective on December 1 of each year. For the first year of this Lease the parties agree the rent shall be based upon the average of the past three (3) years of \$4.99 per square foot.

B. Rent shall be payable in advance, on the first day of each month during the term, at General Services Department or Martin County's Accounting Department, or at such other address as COUNTY may from time to time designate by notice to LESSEE. In the event the term commences or expires on any day other than the first or last day of a month, respectively, then the Rent for such month shall be prorated accordingly. In the event any monthly installment of rent is not paid within five (5) business days after it is due and payable as set forth herein, LESSEE agrees to pay as additional rent a late payment charge in the amount of five percent (5%) of the monthly installment of rent along with the monthly installment of rent that is due and payable.

6. **Improvements.** The Leased Premises consists of a portion of improved property used by the Martin County Health Department and more particularly described in **Exhibit "A"**. As a material inducement to the COUNTY to enter into this Lease, the LESSEE agrees as follows:

A. All improvements, alterations, installations, additions to existing structures and new structures placed or constructed on the Leased Premises are subject to the prior written approval by the County Administrator or designee, as well as the Director of the Martin County General Services Department, as provided below and shall be made and maintained at the expense of LESSEE and without cost to the COUNTY. At the end of the term of this Lease, LESSEE shall deliver the premises to COUNTY in good repair and condition, reasonable wear and tear arising from LESSEE'S Permitted Use of the Premises as specified herein excepted. All installations, alterations, additions and improvements, whether by COUNTY or any other person (except only sign panels and movable trade fixtures installed at LESSEE'S costs) shall become, upon completion, a part of COUNTY'S real estate, and on termination of the Lease Term shall be surrendered with the Leased Premises in good condition.

B. It shall be LESSEE'S sole responsibility to obtain all necessary governmental approvals for the proposed facility, including, but not limited to all necessary Martin County development approvals and permits and agency approvals and permits. Nothing herein shall be deemed to waive or imply waiver of any COUNTY regulation or fee applicable to the review, renovation or development of the proposed facility by LESSEE. Nothing herein shall be deemed to make the COUNTY a co-applicant with the LESSEE for any governmental approval, including COUNTY approval. It is expressly understood, and agreed by LESSEE, that COUNTY shall not be liable to LESSEE for any expense or damage incurred by LESSEE resulting from the failure of COUNTY or other governmental entity to approve any or all necessary governmental approvals or permits required for the proposed facility.

**7. Building, Utilities, Maintenance and Repairs.**

A. The COUNTY shall provide basic cleaning, building maintenance, water services, electricity, solid waste and sewerage services, exterior maintenance and landscaping and parking lot maintenance to the Leased Premises throughout the term of this Lease.

B. The interior and exterior of the Leased Premises shall be kept clean. It shall be LESSEE'S responsibility to provide and pay for any additional interior facility cleaning services.

**8. Insurance, Indemnification and Damage by Casualty.**

A. LESSEE shall procure and maintain in force at its expense during the term of this Lease, Commercial General Liability insurance adequate to protect the COUNTY against liability for any and all damage claims, -arising from LESSEE'S use of the Leased Premises, in a minimum amount of One Million Dollars (\$1 million) per claim for bodily injury and property damage and an aggregate amount of Three Million Dollars (\$3 million). A certificate of insurance evidencing such insurance and listing the COUNTY as an additional insured shall be provided to the COUNTY prior to utilization of the property and will be provided annually with payment of rent. Such policy shall be non-cancelable with respect to County except upon thirty (30) days' written notice to County, and a substitute policy meeting the requirements of this Lease shall be provided prior to the effective date of any such cancellation. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

B. LESSEE agrees to take out and maintain, during the term of this Lease, worker's compensation insurance, in accordance with FL statutory law, with a limit of not less than \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum, for all its employees employed in connection with the business operated under this Lease. Such insurance shall fully comply with the Workers Compensation Law, Chapter 440, Florida Statutes. The workers compensation insurance policy required by this Lease shall also include Employers Liability. LESSEE shall provide proof of worker's compensation insurance. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

C. LESSEE will carry a "Special" Commercial Property insurance policy in an amount of not less than one hundred percent (100%) of the replacement value of the fixtures, equipment, LESSEE improvements and betterments including improvements and betterments made by previous LESSEES of the Leased Premises thereof in accordance with normally accepted standards in the insurance industry in the event of a fire or other casualty. In addition to the LESSEE, the policy shall name the COUNTY as loss payee. The intent of the preceding is to

ensure that the insurance proceeds are payable jointly to both parties. Such policy shall be non-cancelable with respect to COUNTY except upon thirty (30) days' written notice to COUNTY. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

D. COUNTY shall not be liable for any loss, injury, death or damage to persons or property, arising from LESSEE'S use of the Leased Premises, which at any time may be suffered or sustained by LESSEE or by any person who may at any time be using or occupying or visiting the Leased Premises, or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of LESSEE or of any occupant, subtenant, visitor or user of any portion of the Leased Premises.

E. LESSEE shall indemnify COUNTY against all claims, liabilities, loss or damage whatsoever on account of any such loss, injury, death or damage arising from LESSEE'S use of the Leased Premises, unless such claims result from a negligent act or omission of the COUNTY. LESSEE hereby waives all claims against COUNTY for damages to furnishings, equipment, personal property or improvements that are now on or hereinafter placed or built on the premises and to the property of LESSEE in, on or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time unless such claims result from a negligent act or omission of the COUNTY. LESSEE agrees to hold harmless COUNTY from and against any and all claims, lawsuits, judgments, or similar causes of action, for any injuries to persons or property arising from LESSEE'S use of the Leased Premises. Further, LESSEE agrees to defend COUNTY against any and all such claims and suits arising from LESSEE'S use of the Leased Premises at the LESSEE'S sole cost and expense with no cost and expense to be incurred by the COUNTY. LESSEE shall have the sole authority to control any such defense.

F. LESSEE shall procure and maintain in force at its expense during the term of this Lease, ENVIRONMENTAL IMPAIRMENT LIABILITY ("EIL") insurance adequate to protect the COUNTY against liability for any and all environmental impairment claims for bodily injury, property damage, and cleanup costs as a result of a pollution event, arising from LESSEE'S use of the Leased Premises. Such coverage shall be in a minimum amount of One Million Dollars (\$1 million) per claim and an aggregate amount of Two Million Dollars (\$2 million). A certificate of insurance evidencing such insurance and listing the COUNTY as an additional insured shall be provided to the COUNTY prior to utilization of the property and will be provided annually with payment of rent. Such policy shall be non-cancelable with respect to County except upon thirty (30) days' written notice to County, and a substitute policy meeting the requirements of this Lease shall be provided prior to the effective date of any such cancellation. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

G. LESSEE shall defend, indemnify, and hold harmless COUNTY for, from and against any and all future claims demands, complaints and/or actions made or brought against COUNTY, arising from LESSEE'S use of the Leased Premises, pertaining to the Leased Premises and arising under any Environmental Law, Rule, Regulation, or otherwise based upon any Hazardous Materials condition. This defense and indemnity includes, without limitation, any claims demands, complaints, and/or action, asserted under CERCLA, WQARF, RCRA, and federal and state common law pertaining to Hazardous Materials, including any such claim based upon COUNTY's alleged liability as an owner or operator of the Leased Premises under CERCLA or WQARF.



H. LESSEE, pursuant to the Federally Supported Health Centers Assistance Act of 1992 & 1995, has been deemed as an employee of the Federal Government and as such has protection under the Federal Tort Claims Act for claims related to personal injury, including death, resulting from the performance of medical services and other grant related or supported activities. Such coverage is only available to LESSEE its employees and certain contractors and is not available to COUNTY. LESSEE shall provide COUNTY, annually, a copy of the deeming letter verifying coverage for the year in effect.

9. **Taxes.** LESSEE will be required to pay all taxes lawfully levied against the subject property during the term of the Lease herein granted, if any.

10. **LESSEE'S Responsibilities.**

A. LESSEE agrees to follow and abide by all local, state and federal laws, ordinances and regulations.

B. At the end of this Lease, LESSEE shall deliver the Leased Premises to COUNTY in a condition no worse than accepted by LESSEE and reasonable wear and tear arising from LESSEE'S permitted use of the premises as specified herein.

11. **Inspection by COUNTY.**

The COUNTY and its agents, upon reasonable written notice, may make periodic inspections of the Leased Premises to determine whether LESSEE is operating in compliance with the terms and conditions of this Lease. The LESSEE shall be required to make any and all changes required by the COUNTY which are necessary to ensure compliance with the terms and conditions of this Lease and/or any applicable law(s) or regulation(s).

12. **Prohibition on Assignment and Encumbrances.**

A. LESSEE shall not assign this Lease or sublet the Leased Premises to any other party without the prior express written approval of COUNTY. Any attempt to assign this Lease or sublet the premises without the prior express written approval of LESSEE will constitute an automatic termination of this Lease. This covenant shall be binding on the successors in interest of LESSEE.

B. LESSEE shall not mortgage, pledge, or encumber this Lease, in whole or in part, or the leasehold estate granted under this Lease, to any other person, firm or entity. Any attempted mortgage, pledge, or encumbrance of this Lease, or the leasehold estate granted under this Lease, shall be void and may, at the sole option of the COUNTY, be deemed an event of default under this Lease. This covenant shall be binding on the successors in interest of LESSEE.

C. LESSEE shall not pledge the COUNTY'S credit or make it a Guarantor for payment or surety for any contract debt, obligation, judgment, lien or any form of indebtedness. LESSEE warrants and represents that it has no obligation or indebtedness which would impair its ability to fulfill the terms of this Lease.

13. **Miscellaneous Conditions.**

A. LESSEE agrees to operate the Leased Premises for the above described permitted use in accordance State and Local applicable laws.

B. LESSEE acknowledges and agrees that it is prohibited from possessing, dispensing, selling, using or giving away any alcoholic beverages, cigarettes or tobacco products of any nature whatsoever from, in, around or in connection with the Leased Premises.

C. LESSEE agrees all persons engaged in any service or other activity on the Leased Premises shall be at all times, and in all places subject to the LESSEE'S sole direction, supervision and control and shall not be considered employees, agents or servants of the COUNTY.

D. LESSEE for itself, and its permitted successors in interest, as a part of the consideration for this Lease, does hereby covenant and agree that:

- 1) No person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities or services offered in or at the Leased Premises on the basis of age, sex, physical handicap or other disability, race, color, national origin, religion or ancestry; and
- 2) LESSEE shall not discriminate against any employee or applicant for employment in connection with the Leased Premises and the leasehold estate granted hereunder with respect to hiring, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment on the basis of age, sex, physical handicap or other disability, race, color, religion, national origin or ancestry.

#### **14. Termination.**

A. The COUNTY shall have the right to terminate this Lease upon the occurrence of any of the following, hereinafter referred to as "Event of Default".

1. Institution of proceedings in voluntary bankruptcy by the LESSEE.
2. Institution of proceedings in involuntary bankruptcy against the LESSEE if such proceedings continue for a period of ninety (90) days and are not dismissed.
3. Assignment of this Lease for the benefit of creditors.
4. Failure to operate the Leased Premises in a professional and businesslike manner, continuously, actively and in a good faith manner consistent with the purposes of such facility.
5. Abandonment by LESSEE of the Leased Premises.
6. Dissolution whether voluntary or involuntary of LESSEE'S not for profit corporation.
7. Default, non-performance or other non-compliance with any covenant, requirement or other provision of any nature whatsoever under this Lease.

8. Violation of any federal, state, or local law.

B. Upon the occurrence of an Event of Default, the COUNTY shall send a written notice to LESSEE, in the manner set forth in Article 19 of this Lease, setting forth the Event of Default in specific detail and the date this Lease shall terminate in the event LESSEE does not cure the default.

C. Within thirty (30) days following receipt of a default notice, LESSEE shall have cured the default to the reasonable satisfaction of the COUNTY.

D. In the event LESSEE fails to cure the Event of Default within thirty (30) days, this Lease shall be deemed to be terminated with no further action by the COUNTY. In no event, however, shall such termination relieve LESSEE of its obligation to pay any and all remaining rent due and owing to the COUNTY for the period up to and including the date of termination or to provide any and all remaining reports to the COUNTY for such period.

E. LESSEE and COUNTY shall both have the right, upon providing ninety (90) days prior written notice to the opposing party in the manner set forth in this Lease, to terminate this Lease at any time for any reason.

**15. Integration.** The drafting, execution, and delivery of this Lease by the parties has been induced by no representations, statements, warranties or agreements other than those expressed in it. This Lease contains the entire agreement between the parties and there are no further or other agreements or understandings written or oral in effect between the parties relating to its subject matter unless expressly referred to in it. This Lease cannot be changed or modified except by written instrument executed by all parties hereto. This Lease and the terms and conditions hereto apply to and are binding upon the heirs, legal representatives, successors and assigns of both parties.

**16. Severability.** If any term of this Agreement or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be valid and enforceable to the fullest extent permitted by law.

**17. Governing Law, Venue, Attorney's Fees and Waiver of Jury Trial.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Should suit be filed for any reason arising out of this Agreement, the Parties agree that venue for such action shall lie only in the State courts of competent jurisdiction sitting in Martin County, Florida, or in the United States District Court for the Southern District of Florida, but, as to the federal court, only in the event of a claim involving a question of the interpretation or enforcement of rights or obligations, if any, arising under a federal statute or regulation. This subsection shall survive the termination of this Agreement for any reason.

**Attorney's Fees.** The parties expressly agree that each party will bear its own attorney's fees and court costs incurred in connection with this Agreement.

Waive Jury Trial. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

**18. Property Interests.** Nothing contained in this Lease shall be deemed to create or be construed as creating in LESSEE any property interest in or to the Leased Premises.

**19. Notices.** All notices required under this Lease shall be sent by certified mail as follows:

As to COUNTY:     Martin County  
                          ATTN: County Administrator  
                          2401 SE Monterey Road  
                          Stuart, Florida 34996  
                          Phone: 772-288-5400

With a Copy to:     Martin County  
                          ATTN: Real Property Manager  
                          2401 SE Monterey Road  
                          Stuart, Florida 34996  
                          Phone: 772-221-2354  
                          E-mail: [real\\_property@martin.fl.us](mailto:real_property@martin.fl.us)

As to LESSEE:       Florida Community Health Centers, Inc.  
                          5827 Corporate Way  
                          West Palm Beach, FL 33407  
                          Attention: Wilhelmina Lewis, MD  
                          President and CEO  
                          Phone: (561)844-9443 ext. 1000  
                          Fax: (561)844-1013  
                          E-mail: [wlewis@fchcinc.org](mailto:wlewis@fchcinc.org)

**20. LESSEE's Duties Regarding Public Records.** The LESSEE must provide public access to all records concerning this Lease according to applicable Florida laws including Chapter 119, Florida Statutes. If the LESSEE asserts any exemptions to Florida's public record laws, the LESSEE has the burden of establishing and defending the exemption.

**21. Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over 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 your county health department.

Except as specifically amended hereby, the Lease and all rents, covenants, amendments, terms and conditions shall remain in full force and effect as originally written and are hereby in all respects ratified and confirmed.



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

ATTEST:

COUNTY:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

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CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

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SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL  
SUFFICIENCY:


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ELYSSE ELDER, ACTING COUNTY ATTORNEY

ATTEST:

LESSEE:

FLORIDA COMMUNITY HEALTH  
CENTERS, INC., A Florida Not for Profit  
Corporation

  
MARGARET RUSSELL, CPA, VP & CFO  
David Honig, CST

  
WILHELMINA LEWIS, MD, PRESIDENT

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of July, 2025, by Wilhelmina Lewis, MD, President, and Margaret Russell, CPA, Vice President and Chief Financial Officer, respectively, of Florida Community Health Centers, Inc., a Florida Not-for-Profit Corporation, on behalf of the corporation. They are personally known to me or have each produced a driver's license issued within the past 5 years as identification.

(NOTARY SEAL)

  
Notary Public



# Exhibit "A"

## FLOOR PLAN SPACE LEGEND:

- DEPARTMENT OF HEALTH
- FLORIDA COMMUNITY HEALTH CENTER
- SHARED SPACE

