

**THIRD AMENDMENT TO THE LEASE AGREEMENT  
BETWEEN  
MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
CHILDREN’S MUSEUM OF THE TREASURE COAST, INC.**

**THIS THIRD AMENDMENT TO LEASE AGREEMENT** (“Amendment”) is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and 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 **CHILDREN’S MUSEUM OF THE TREASURE COAST, INC.**, a not-for-profit corporation organized and existing under the laws of the State of Florida, having its principal address at 1723 NE Shearwater Drive, Jensen Beach, Florida 34957 (hereinafter referred to as “LESSEE”).

**RECITALS**

**WHEREAS**, COUNTY and LESSEE entered into a Lease Agreement dated August 9, 2005 for land and existing building located within Indian Riverside Park (IRSP), 1707 NE Indian River Drive, Jensen Beach, Florida 34957; and

**WHEREAS**, COUNTY and LESSEE entered into a First Amendment to Lease Agreement dated, September 11, 2012, to increase the size of the Leased Premises, as set forth on the sketch and legal description attached hereto as **Exhibit A** (“Current Premises”) and to clarify the obligations of the COUNTY and LESSEE; and

**WHEREAS**, COUNTY and LESSEE entered into a Second Amendment to Lease Agreement dated, July 7, 2016, to extend the term of the Lease and to further clarify the obligations of the COUNTY and LESSEE; and

**WHEREAS**, COUNTY and LESSEE have agreed to further amend the Lease by adding approximately 0.89 acres more or less of vacant land adjacent to the Current Premises, as shown on the Sketch and Description set forth on **Exhibit B** attached hereto (the “Additional Premises”), on which LESSEE has agreed to construct, maintain and make available for public access a Planetarium and Discovery Science Center. Collectively the “Current Premises” (Exhibit A) and the “Additional Premises” (Exhibit B) will be known and referred to as the “Leased Premises”; and

**WHEREAS**, COUNTY and LESSEE understand that the IRSP property was acquired with funding from the Florida Communities Trust (FCT) and that COUNTY is obligated per the FCT, Grant Award Agreement (#96-038-P7A), attached hereto as **Exhibit C**, to obtain, upon reasonable request, written approval from FCT of any Lease or interest in the project site for any and all proposed uses at Indian Riverside Park; and

**WHEREAS**, the COUNTY has determined the property described herein as the Leased Premises is required for the proposed use and is not currently needed for COUNTY purposes.

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals & Defined Terms.** COUNTY and LESSEE acknowledge and agree that the foregoing recitals are true, correct and fully binding upon them in all respects, which recitals are in their entirety hereby incorporated into this Third Amendment. All capitalized terms used herein and not otherwise defined in this Third Amendment shall have the meaning ascribed to such terms in the Lease.

2. Paragraph 2, of the First Amendment regarding Article 1 of the original Lease shall be deleted in its entirety and replaced with the following:

**Description of Leased Premises.** The COUNTY hereby leases to the LESSEE all that real property and improvements described in Exhibit A and Exhibit B, attached hereto and incorporated herein, hereinafter referred to as the “Leased Premises”.

3. Article 3, **Term**, of the Second Amendment shall be amended as follows:

The term of this Lease shall expire on August 8, 2060. LESSEE shall have the option to extend the Term of this Lease for two (2) additional ten (10) year terms (“Extension Period”). Each Extension Period shall be on the same terms and conditions as stated herein. LESSEE shall notify COUNTY in writing no sooner than ten (10) years and no later than five (5) years prior to the expiration of the current Term or of the Extension Period, of its intent to exercise this option.

4. Article 5, **Improvements**, shall be amended as follows:

The opening paragraph of Article 5 of the original Lease shall be deleted in its entirety and replaced with the following:

**Improvements.** The Leased Premises consists of improved property formerly used as a Chapel/Auditorium and vacant unimproved land to which the LESSEE has agreed to construct, maintain and make available for public access a Planetarium and Discovery Science Center. As a material inducement to the COUNTY to enter into this Lease, the LESSEE agrees as follows:

Paragraph I, shall be added to read as follows:

I. COUNTY hereby consents to LESSEE's construction and maintenance of a building upon the Additional Premises, which shall be governed by the provisions of Paragraphs B, D, F, and G of this Article 5 (the "Additional Improvements"). LESSEE shall construct the Additional Improvements at its sole cost and expense, and in accordance with the Americans with Disabilities Act of 1990 (42 U.S.C. §12101, et seq.) and any state or local handicapped accessibility laws, codes or ordinances. LESSEE shall have the right to pursue grants in connection with the construction of the Additional Improvements, and COUNTY agrees to reasonably cooperate and execute any documentation in connection therewith. LESSEE shall commence construction of Additional Improvements of a Planetarium and Discovery Science Center on the Additional Premises (Exhibit B attached hereto) within seven (7) years of the date of this Third Amendment. Provided, however, such time period may be extended by the COUNTY upon submission by LESSEE that the delay was beyond its control. Should LESSEE fail to construct the Planetarium and Discovery Science Center, the Leased Premises as defined in this Third Amendment shall revert back to the prior lease area shown on Exhibit A attached hereto.

All other Paragraphs of Article 5 shall remain in full force and effect with the addition of Paragraph I above.

5. Article 7, **Insurance, Indemnification and Damage by Casualty**, shall be amended to read in its entirety as follows:

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 in a minimum amount of One Million Dollars (\$1,000,000.00) per claim for bodily injury and property damage and an aggregate amount of Three Million Dollars (\$3,000,000.00). A certificate of insurance evidencing such insurance and listing the COUNTY as an additional insured on a primary and noncontributory basis shall be provided to the COUNTY prior to utilization of the property and shall be provided annually with payment of rent. Said policy shall contain a waiver of subrogation by insurer as to the COUNTY. Such policy shall be noncancelable with respect to COUNTY except upon thirty (30) days written notice to COUNTY.

B. LESSEE agrees to take out and maintain, during the term of this Lease, applicable workers' compensation insurance for all its employees employed in connection with the business operating 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 workers' compensation insurance as required by law, if applicable. Said policy shall include a waiver of subrogation by insurer as to the COUNTY. Such policy shall be noncancelable with respect to COUNTY except upon thirty (30) days written notice to COUNTY.

C. LESSEE shall obtain an All Risk commercial property insurance policy covering the Leased Premises via ISO form CP 10 30 or its equivalent. Said policy shall insure the building(s), fixtures, equipment, tenant improvements, betterments. LESSEE shall be responsible for insuring their own personal property. Building ordinance and law coverage is to be included. The policy shall name both the COUNTY and the LESSEE as named insureds. Perils insured should be equivalent to ISO special causes of loss form and the valuations of other property shall be replacement cost. Coverage is to be written in an amount of not less than One Hundred Percent (100%) of the replacement cost without deduction for depreciation. LESSEE shall also procure a special form including perils of fire, windstorm/hail, earth movement, theft, vandalism, malicious mischief. A suggested form for this coverage is ISO form CP 10 30, or its equivalent. Said policy shall contain a waiver of subrogation by insurer as to the COUNTY. Flood Insurance is required to be obtained by the LESSEE covering the building(s) and improvements and betterments. Such policy shall be noncancelable with respect to COUNTY except upon thirty (30) days written notice to COUNTY.

D. LESSEE shall procure Business Auto Liability coverage with limits of One Million Dollars (\$1,000,000.00) per accident. This can be accomplished by ISO form CA 00 01 and provide coverage arising out of any auto whether owned, hired, and non-owned. Said policy shall include a waiver of subrogation by insurer as to the COUNTY. Such policy shall be noncancelable with respect to COUNTY except upon thirty (30) days written notice to COUNTY.

E. COUNTY shall not be liable for any loss, injury, death or damage to persons or property, which at any time may be suffered or sustained by LESSEE or by any person whosoever 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.

F. LESSEE shall indemnify COUNTY against all claims, liabilities, loss or damage whatsoever on account of any such loss, injury, death or damage. LESSEE hereby waives all claims against COUNTY for damages to the buildings and improvements that are now on or hereinafter placed or built on the Leased Premises and to the property of LESSEE in, on or about the Leased Premises, and

for injuries to persons or property in or about the Leased Premises, from any cause arising at any time. 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 out of the activities conducted by LESSEE on the property described herein. Further, LESSEE agrees to defend COUNTY against any and all such claims and suits as described above at the LESSEE's sole cost and expense with no cost and expense to be incurred by the COUNTY.

6. Article 9, **LESSEE'S Responsibilities**, Paragraph B is hereby amended to read as follows:

B. LESSEE agrees to pay LESSEE's proportionate share of COUNTY's annual Common Area Maintenance (CAM), which are costs and expenses incurred by COUNTY for operating, managing, and repairing the common areas, and shall include irrigation, landscaping, maintenance and replacement of parking walkways exterior lighting (including electric costs and maintenance, repair or replacement of fixtures, poles and replacement bulbs), drainage and controlling of puddling or flooding, maintenance of common parking areas, exterior pest control and such other expenditures which benefit the common areas to the Leased Premises. Such charge shall be sixty cents (\$0.60) per square foot of leased area. For purposes of this Paragraph, the parties agree that CAM shall be calculated based upon 12,000 square feet of interior space. For each year of the Term, the CAM shall increase as follows:

The annual CAM increase will be equal to the increase in the CPI. The CPI is defined as the annual "All items" components of the Southern Average Consumer Price Index for all Urban Consumers as published by the United States Department of Labor, Bureau of Labor Statistics. Using the year 1982-1984 as a base year of 100 ("CPI") determined by a reading of the CPI Monthly Index as most recently published for October of the preceding year.

The remaining Paragraphs of Article 9 shall remain in full force and effect.

7. Paragraph E of Article 14, **Termination**, of the Lease is hereby amended to read as follows:

E. LESSEE shall have the right, upon providing thirty (30) days prior written notice to the COUNTY in the manner set forth in this Lease, to terminate any portion of this Lease at any time for any reason.

The remaining Paragraphs of Article 14 shall remain in full force and effect.

8. The following Articles shall be added to the Lease by this Amendment.

**COUNTY's Obligations.** The COUNTY is obligated under the terms of the Grant Award Agreement between COUNTY and the Florida Communities Trust (FCT) dated June 24, 1998, attached hereto as **Exhibit C**, where the COUNTY shall comply with and be solely responsible for all conditions of the Grant Award Agreement. This Lease and any amendment thereto, in no way relieves COUNTY of any responsibilities imposed by the Grant Award Agreement, including, but not limited to, COUNTY obtaining the prior written approval of FCT for all buildings, structures, improvements and signs, located on the Leased Premises. LESSEE understands COUNTY's obligations under the Grant Award Agreement and acknowledges written approval must be obtained prior to any improvements to the premises as stated under Articles III and IV of the Grant Award Agreement.

**Public Records.** Each party shall allow the public access to all non-exempt documents, papers, letters or other materials, subject to the provisions of Chapter 119, Florida Statutes, made or received in conjunction with this Lease.

**Employment Eligibility Requirements.** In compliance with Section 448.095, Florida Statutes, LESSEE and its subconsultants shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021, including:

- a. If LESSEE enters into a contract with a subconsultant, the subconsultant must provide LESSEE with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. LESSEE shall maintain a copy of the subconsultant's affidavit as part of and pursuant to the records retention requirements of this Lease.
- b. COUNTY, LESSEE, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, or the provisions of this subsection shall terminate the contract with the person or entity.
- c. COUNTY, upon good faith belief that a subconsultant knowingly violated the provisions of this subsection, but LESSEE otherwise complied, shall promptly notify LESSEE and order LESSEE to immediately terminate the contract with the subconsultant.
- d. A contract terminated under the provisions of this subsection is not a breach of contract and may not be considered such.
- e. *Subcontracts.* LESSEE or subconsultant shall insert in any subcontracts the clauses set forth in this subsection and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. LESSEE shall be responsible for compliance



by any subconsultant or lower tier subconsultant with the clauses set forth in this subsection.

9. **Full Force and Effect; Conflicts.** Except as specifically amended hereby, all other aspects of the Lease shall remain in full force and effect and are hereby in all respects ratified and confirmed. In the event the terms of this Third Amendment and those of the Lease conflict, the terms of this Third Amendment shall govern. Wherever used in this Third Amendment the term “Lease” shall include this Third Amendment to Lease Agreement, as well as the First Amendment to Lease Agreement dated September 11, 2012, the Second Amendment to Lease Agreement dated July 7, 2016, and the letter from the COUNTY to LESSEE dated February 2, 2022.

10. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute one instrument. An executed facsimile copy or e-mail delivery of a “.pdf” format data file shall be an acceptable form of acceptance of this Third Amendment and shall be considered an original for all purposes.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Lease Agreement effective as of the date set forth in the first paragraph of this Amendment.

ATTEST:

CHILDREN'S MUSEUM OF THE TREASURE COAST, INC., a Florida not-for-profit Corporation,

WITNESS:

*[Handwritten Signature]*

Legacy Felker  
Print Name

2336 SE Ocean Blvd  
Witness Address Stuart, FL 34986

*[Handwritten Signature]*

Print Name: RICHARD BAPON  
Title: Board President

WITNESS:

*[Handwritten Signature]*  
Suzanne Woodbine  
Print Name

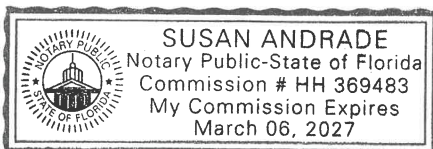
2336 SE Ocean Blvd  
Witness Address Stuart, FL 34986

STATE OF FLORIDA }

COUNTY OF MARTIN }

The foregoing instrument was acknowledged before me by  physical presence or  online notarization this 7 day of October, 2024, by Richard Bapon as Board President, of Children's Museum of the Treasure Coast, Inc., a Florida not-for-profit corporation, who  is personally known to me or  has produced FL Drivers License as identification.

(NOTARY SEAL)



*[Handwritten Signature]*  
Notary Public

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ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

\_\_\_\_\_  
CAROLYN TIMMANN, CLERK OF  
THE CIRCUIT COURT & COMPTROLLER

\_\_\_\_\_  
HAROLD E. JENKINS, II, CHAIRMAN

APPROVED AS TO FORM  
& LEGAL SUFFICIENCY

\_\_\_\_\_  
SARAH W. WOODS, COUNTY ATTORNEY

# MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME :

M.C. PROJ. NO.

SHEET NO. 1 of 5

## Exhibit A

### Children's Museum Lease Area Description

A Parcel of Land (Including the Chapel Building Now the Children's Museum) lying in Section 26, Township 37 South, Range 41 East, Martin County, Florida, of the Old F.I.T. Site (Now known as the Indian Riverside Park), said being more particularly described as follows:

Commence at a point lying on the Easterly Right-of-way Line of NE Indian River Drive and the Southwesterly Corner of said Indian Riverside Park and Lot One according to the Plat of F.I.T. Minor Plat No. 1, as Recorded in Plat Book 6, Page 28, Public Records of Martin County, Florida; Thence Northwesterly along said Easterly Right-of-way Line of NE Indian River Drive for the following (3) Courses, (1) North 31°45'20" West a distance of 524.54 feet to the (2) beginning of a Curve Concave to the Southwest having a Radius of 540.00 feet and a Central Angle of 11°05'13"; thence Northwesterly along the Arc of said Curve a distance of 104.49 feet to a point of tangency; (3) Thence North 42°50'33" West a distance of 561.20 feet; Thence departing said Easterly Right-of-way Line of NE Indian River Drive North 79°50'16" East a distance of 605.62 feet to the Intersection with the Southwest Corner of the Leach Mansion Historical Site; Thence South 12°45'22" East a distance of 288.60 feet to the Intersection with a Line lying 60.00 feet Northerly of and Parallel to the Northerly concrete wall of the Children's Museum and the Point of Beginning; Thence South 80°21'49" East along said Parallel Line a distance of 144.41 feet (the following 18 Courses lying along the inside edge of a 8 foot wide concrete sidewalk) to the Intersection with a (No.1)(C-1) Non-tangent Curve Concave to the South having a Radius of 119.13 feet and a Central Angle of 12°56'10"; thence Northeasterly along the Arc of said Curve a distance of 26.90 feet, said Curve Subtended by a Chord which bears North 80°10'58" East a distance of 26.84 feet to a point on a (No.2)(C-2) Non-tangent Curve Concave to the South having a Radius of 34.41 feet and a Central Angle of 17°41'35", thence Southeasterly along the Arc of said Curve a distance of 10.62 feet, said Curve Subtended by a Chord which bears South 79°37'02" East a distance of 10.58 feet to a point on a (No.3)(C-3) Non-tangent Curve Concave to the Southwest having a Radius of 61.54 feet and a Central Angle of 23°15'19", thence along the Arc of said Curve a distance of 24.98 feet, said Curve Subtended by a Chord which bears South 51°25'10" East a distance of 24.81 feet to a point on a (No.4)(C-4) Non-tangent Curve Concave to the Northeast having a Radius of 45.05 feet and a Central Angle of 44°56'07", thence Southeasterly along the Arc of said Curve a distance of 35.33 feet, said Curve Subtended by a Chord which bears South 19°49'57" East a distance of 34.43 feet to a point on a (No.5)(L-2) Non-tangent Line, Thence South 46°17'56" East a distance of 23.57 feet to a point of a (No.6)(C-5) Non-tangent Curve Concave to

Children's Museum Lease Area Description Continued Sheet 2 of 5

This sheet Not Valid without sheets 2-5 of 5

**Children's Museum Lease at**

**Indian Riverside Park**

**Section 26, Township 37 South, Range 41 East**

SUPERVISED BY : MOB

DRAWN BY : WSN SCALE : NONE

DATE : 2-7-12

DRAWING # 12-013

P:\eng\SURVEY Proj\2012\12-013 Indian Riverside Prk Childrens Museum\IRD\_Childrens\_Museum\dwg\IRD\_Childrens\_Museum.dwg

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME :

M.C. PROJ. NO.

SHEET NO. 2 of 5

Exhibit A

Children's Museum Lease Area Description  
Continued from Sheet 1 of 5

the Southwest having a Radius of 118.18 feet and a Central Angle of 07°45'40", thence Southeasterly along the Arc of said Curve a distance of 16.01 feet, said Curve Subtended by a Chord which bears South 43°44'45" East a distance of 16.00 feet to the Intersection with a (No.7)(C-6) Non-tangent Curve Concave to the Southwest having a Radius of 48.82 feet and a Central Angle of 37°36'20", thence Southeasterly along the Arc of said Curve a distance of 32.04 feet, said Curve Subtended by a Chord which bears South 19°09'41" East a distance of 31.47 feet to a point on a (No.8)(C-7) a Non-tangent Curve Concave to the West having a Radius of 228.12 feet and a Central Angle of 05°57'41", thence Southerly along the Arc of said Curve a distance of 23.74 feet, said Curve Subtended by a Chord which bears South 01°41'34" West a distance of 23.72 feet to a point on a (No.9)(C-8) Non-tangent Curve Concave to the West having a Radius of 100.01 feet and a Central Angle of 06°53'49", Thence along the Arc of said Curve a distance of 12.04 feet, said Curve Subtended by a Chord which bears South 10°30'04" West a distance of 12.03 feet to a point on a (No.10)(C-9) Non-tangent Curve Concave to the Northwest having a Radius of 27.18 feet and a Central Angle of 14°42'58", thence Southwesterly along the Arc of said Curve a distance of 6.98 feet, said Curve Subtended by a Chord which bears South 50°32'25" West a distance of 6.96 feet to a poin on a (No.11)(C-10) Non-tangent Curve Concave to the Northwest having a Radius of 260.71 feet and a Central Angle of 05°56'08", thence Southwesterly along the Arc of said Curve a distance of 27.01 feet, said Curve Subtended by a Chord which bears South 69°58'38" West a distance of 27.00 feet to a point on a (No.12)(L-3) Non-tangent Line; Thence South 73°19'52" West a distance of 19.82 feet to a point on a (No.13)(C-11) Non-tangent Curve Concave to the North having a Radius of 141.85 feet and a Central Angle of 24°04'00", thence Southwesterly along the Arc of said Curve a distance of 59.58 feet, said Curve Subtended by a Chord which bears South 87°07'15" West a distance of 59.14 feet to a point on a (No.14)(C-12) Non-tangent Curve Concave to the Northeast having a Radius of 83.01 feet and a Central Angle of 24°04'38", thence Northwesterly along the Arc of said Curve a distance of 34.88 feet, said Curve Subtended by a Chord which bears North 62°24'31" West a distance of 34.63 feet to a point on a (No.15)(C-13) Non-tangent Curve Concave to the Northeast having a Radius of 130.01 feet and a Central Angle of 07°07'00", thence Northwesterly along the Arc of said Curve a distance of 16.15 feet, said Curve Subtended by a Chord which bears North 48°10'09" West a distance of 16.14 feet to a point on a (No.16)(C-14) Non-tangent Curve Concave to the Northeast having a Radius of 22.73 feet and a Central Angle of 23°59'58", thence Northwesterly along the Arc of said Curve a distance of 9.32 feet, said Curve

Children's Museum Lease Area Description Continued Sheet 3 of 5  
This sheet Not Valid without sheets 1 & 3-5 of 5

Children's Museum Lease at

Indian Riverside Park

Section 26, Township 37 South, Range 41 East

SUPERVISED BY : MOB

DRAWN BY : WSN SCALE : NONE

DATE : 2-7-12

DRAWING # 12-013

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME :

M.C. PROJ. NO.

SHEET NO. 3 of 5

Exhibit A

Children's Museum Lease Area Description  
Continued from Sheet 2 of 5

Subtended by a Chord which bears North 27°10'16" West a distance of 9.26 feet to a point on a (No.17)(L-4) Non-tangent Line; Thence North 02°52'27" East a distance of 0.54 feet, (No.18)(L-5) Thence along said inside edge of a concrete walk lying 7.12 feet Southerly of and Parallel to the Southerly concrete wall of said Children's Museum and its Northwesterly Projection North 80°16'43" West a distance of 113.92 feet to the Intersection with a Line lying 8.00 feet Westerly of and Parallel to the Westerly concrete wall of said Children's Museum; Thence North 09°40'15" East along said Parallel Line and its Projection a distance of 131.86 feet to the Point of Beginning.

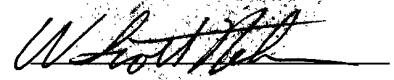
Containing 35183.77 square feet (0.81 acres) more or less.

Surveyor's Notes

- 1.) This is Not a Boundary Survey.
- 2.) This sketch is based on a Boundary Survey by LBF&H Inc., field work & Office.
- 3.) This Description Shall Not be Valid:
  - a.) Unless provided in its entirety consisting of sheets 1-5, sheets 1-3 description & sheets 4 & 5 sketch of description.
  - b.) Without the Signature & Original Raised Seal of a Florida Licensed Surveyor.
- 4.) Bearing Reference: the Easterly Right-of-way Line of NE Sewall's Point Road is taken to bear North 31°45'20" West and all others are relative to said bearing. Bearings are based on the North American Datum 1983/07, Florida East Zone.

Surveyor in  
Responsible Charge

SEAL



W. Scott Nelson  
Professional Surveyor & Mapper  
Florida License Number LS6342

This sheet Not Valid without sheets 1, 2 & 4 & 5 of 5

Date: February 9, 2012

**Children's Museum Lease at  
Indian Riverside Park**

**Section 26, Township 37 South, Range 41 East**

SUPERVISED BY : MOB	
DRAWN BY : WSN	SCALE : NONE
DATE : 2-7-12	
DRAWING #	12-013

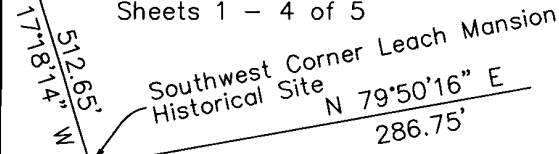


**MARTIN COUNTY, STUART, FLORIDA**  
2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : \_\_\_\_\_ M.C. PROJ. NO. \_\_\_\_\_ SHEET NO. 5 of 5

**Exhibit A**

This is Not a Boundary Survey  
This Sheet is Not Valid Without  
Sheets 1 - 4 of 5



**Line Table**

L-1	S 80°21'49" E	144.41'
L-2	S 46°17'56" E	23.57'
L-3	S 73°19'52" W	19.82'
L-4	N 02°52'27" E	0.54'
L-5	N 80°16'43" W	113.92'
L-6	N 09°40'15" E	131.86'

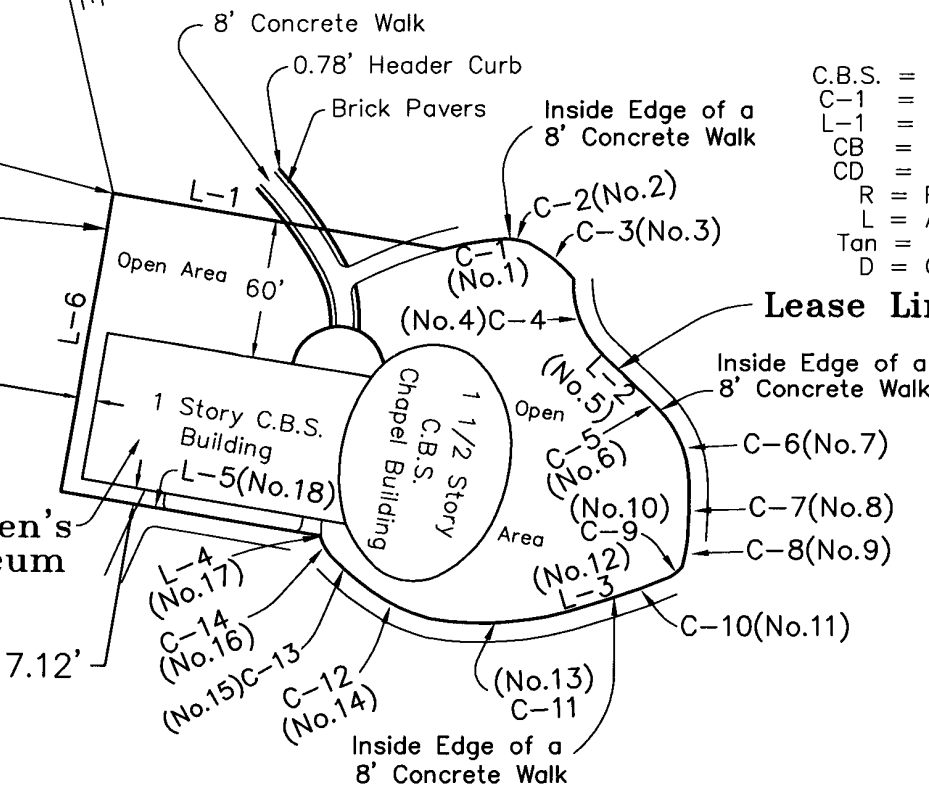
**Curve Table**

C-1	L = 26.90'	Tan = 13.51'	D = 12°56'10"	R = 119.13
	CB = N 80°10'58" E	CD = 26.84'		
C-2	L = 10.62'	Tan = 5.36'	D = 17°41'35"	R = 34.41'
	CB = S 79°37'02" E	CD = 10.58'		
C-3	L = 24.98'	Tan = 12.66'	D = 23°15'19"	R = 61.54'
	CB = S 51°25'10" E	CD = 24.81'		
C-4	L = 35.33'	Tan = 18.63'	D = 44°56'07"	R = 45.05'
	CB = S 19°49'57" E	CD = 34.43'		
C-5	L = 16.01'	Tan = 8.02'	D = 07°45'40"	R = 118.18'
	CB = S 43°44'45" E	CD = 16.00'		
C-6	L = 32.04'	Tan = 16.62'	D = 37°36'20"	R = 48.82'
	CB = S 19°09'41" E	CD = 31.47'		
C-7	L = 23.74'	Tan = 11.88'	D = 05°57'41"	R = 228.12'
	CB = S 01°41'34" W	CD = 23.72'		
C-8	L = 12.04'	Tan = 6.03'	D = 06°53'49"	R = 100.01'
	CB = S 10°30'04" W	CD = 12.03'		
C-9	L = 6.98'	Tan = 3.51'	D = 14°42'58"	R = 27.18'
	CB = S 50°32'25" W	CD = 6.96'		
C-10	L = 27.01'	Tan = 13.52'	D = 05°56'08"	R = 260.71'
	CB = S 69°58'38" W	CD = 27.00'		
C-11	L = 59.58'	Tan = 30.24'	D = 24°04'00"	R = 141.85'
	CB = S 87°07'15" W	CD = 59.14'		
C-12	L = 34.88'	Tan = 17.70'	D = 24°04'38"	R = 83.01'
	CB = N 62°24'31" W	CD = 34.63'		
C-13	L = 16.15'	Tan = 8.08'	D = 07°07'00"	R = 130.01'
	CB = N 48°10'09" W	CD = 16.14'		
C-14	L = 9.32'	Tan = 7.73'	D = 23°59'58"	R = 22.73'
	CB = N 27°10'16" W	CD = 9.26'		

Point of Beginning

Lease Line

Children's Museum



**Legend**

- C.B.S. = Concrete Block Structure
- C-1 = Curve Information
- L-1 = Line Information
- CB = Chord Bearing
- CD = Chord Distance
- R = Radius
- L = Arc Length
- Tan = Tangent
- D = Curve Central Angle

Scale: 1" = 80'



**Children's Museum Lease at  
Indian Riverside Park**

**Section 26, Township 37 South, Range 41 East**

SUPERVISED BY : MOB

DRAWN BY : WSN SCALE : 1"=80'

DATE : 2-7-12

DRAWING # 12-013



## SKETCH OF DESCRIPTION

FOR

## The Children's Museum of the Treasure Coast

AT INDIAN RIVERSIDE PARK MARTIN COUNTY, FLORIDA

BEING A PORTION A PORTION OF OF SECTION 26, TOWNSHIP 37 SOUTH, RANGE 41 EAST MARTIN COUNTY, FLORIDA

A PARCEL OF LAND SITUATED IN SECTION 26, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT ONE F.I.T. MINOR PLAT NO. ONE, AS RECORDED IN PLAT BOOK 6, PAGE 28, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, THENCE SOUTH 89°28'21" EAST, ALONG THE SOUTH LINE OF SAID LOT ONE, A DISTANCE OF 8.77 FEET TO A POINT ON A LINE BEING 40 FEET NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF SEWALL'S POINT ROAD. THENCE NORTH 31°18'46" WEST, ALONG SAID LINE, A DISTANCE OF 524.54 FEET TO THE POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG SAID LINE, ON A CURVE TO THE LEFT, HAVING A RADIUS OF 540.00 FEET; SUBTENDING A CENTRAL ANGLE OF 11°05'13" AND AN ARC DISTANCE OF 104.49 FEET TO THE POINT OF TANGENCY; THENCE NORTH 42°23'59" WEST ALONG SAID LINE A DISTANCE OF 370.69 FEET, THENCE NORTH 90°00'00" EAST A DISTANCE OF 559.90 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL, THENCE NORTH 00°56'34" EAST A DISTANCE OF 62.80 FEET, THENCE NORTH 01°29'56" WEST A DISTANCE OF 48.30 FEET, THENCE NORTH 04°55'44" WEST A DISTANCE OF 69.72 FEET, THENCE NORTH 16°45'51" EAST A DISTANCE OF 8.45 FEET, THENCE NORTH 42°29'57" EAST A DISTANCE OF 9.40 FEET, THENCE NORTH 27°51'19" EAST A DISTANCE OF 9.93 FEET, THENCE NORTH 37°37'00" EAST A DISTANCE OF 7.97 FEET, THENCE NORTH 78°43'24" EAST A DISTANCE OF 6.75 FEET, THENCE SOUTH 72°16'03" EAST A DISTANCE OF 9.03 FEET, THENCE NORTH 88°11'46" EAST A DISTANCE OF 20.33 FEET, THENCE SOUTH 87°09'34" EAST A DISTANCE OF 14.32 FEET, THENCE NORTH 84°54'19" EAST A DISTANCE OF 32.77 FEET, THENCE SOUTH 79°08'41" EAST A DISTANCE OF 15.08 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST, RADIUS HAVING A BEARING OF SOUTH 21°31'00" WEST, THENCE SOUTHEAST ALONG SAID ARC OF SAID CURVE HAVING A RADIUS OF 64.00 FEET THROUGH A CENTRAL ANGLE OF 50°28'17" A DISTANCE OF 56.38 FEET TO A NON-TANGENT LINE, THENCE SOUTH 16°16'04" EAST A DISTANCE OF 44.66 FEET TO A POINT ON A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 62.00 FEET, SAID RADIUS POINT HAVING A BEARING OF SOUTH 77°24'06" WEST, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°13'15" A DISTANCE OF 35.95 FEET TO A NON-TANGENT LINE, THENCE SOUTH 06°13'50" WEST A DISTANCE OF 15.02 FEET, THENCE SOUTH 26°37'22" EAST A DISTANCE OF 13.34 FEET, THENCE SOUTH 40°23'46" EAST A DISTANCE OF 11.93 FEET, THENCE SOUTH 32°01'38" EAST A DISTANCE OF 12.84 FEET, THENCE SOUTH 19°19'36" EAST A DISTANCE OF 10.20 FEET TO A POINT ON A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 75.00 FEET AND A RADIAL BEARING OF SOUTH 77°13'52" WEST, THENCE SOUTH ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°31'13" A DISTANCE OF 32.09 FEET, TO A POINT OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET, THENCE THROUGH A CENTRAL ANGLE OF 103°33'27" A DISTANCE OF 18.07 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 24.00 FEET THROUGH A CENTRAL ANGLE OF 141°16'25" ALONG THE ARC OF SAID CURVE A DISTANCE OF 59.17 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 10.00 FEET, THENCE THROUGH A CENTRAL ANGLE OF 103°00'16" ALONG THE ARC OF SAID CURVE A DISTANCE OF 17.97 FEET, THENCE SOUTH 77°02'22" WEST A DISTANCE OF 25.85 FEET, THENCE SOUTH 68°37'29" WEST A DISTANCE OF 33.69 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 129.00 FEET SAID RADIUS BEARING SOUTH 66°41'13" WEST, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°37'29" A DISTANCE OF 100.46 FEET TO THE POINT OF BEGINNING.

CONTAINS 38,864 SQ FEET

0.89 ACRES +/-

## SURVEYORS NOTES

THE EAST RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE IS TAKEN FROM A DEED BEARING IN OFFICIAL RECORD BOOK 1233 PAGE 862 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND IS ASSUMED

THIS IS NOT A SURVEY

THIS DOCUMENT CONSIST OF TWO PAGES NOT FULL OR COMPLTE WITHOUT BOTH

AUTHORIZATION NUMBER LB6504

I HEREBY CERTIFY THAT THE SKETCH OF DESCRIPTION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER SJ-17-050-052, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



HARRY A BURGESS PLS 5089

**Renner Burgess**  
**LAND SURVEYING**

801 S.E. 6th Ave., Suite 203  
Delray Beach, Fl 33483  
Phone 561-243-4624

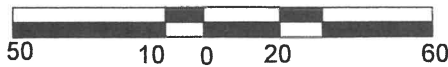
# SKETCH OF DESCRIPTION

FOR

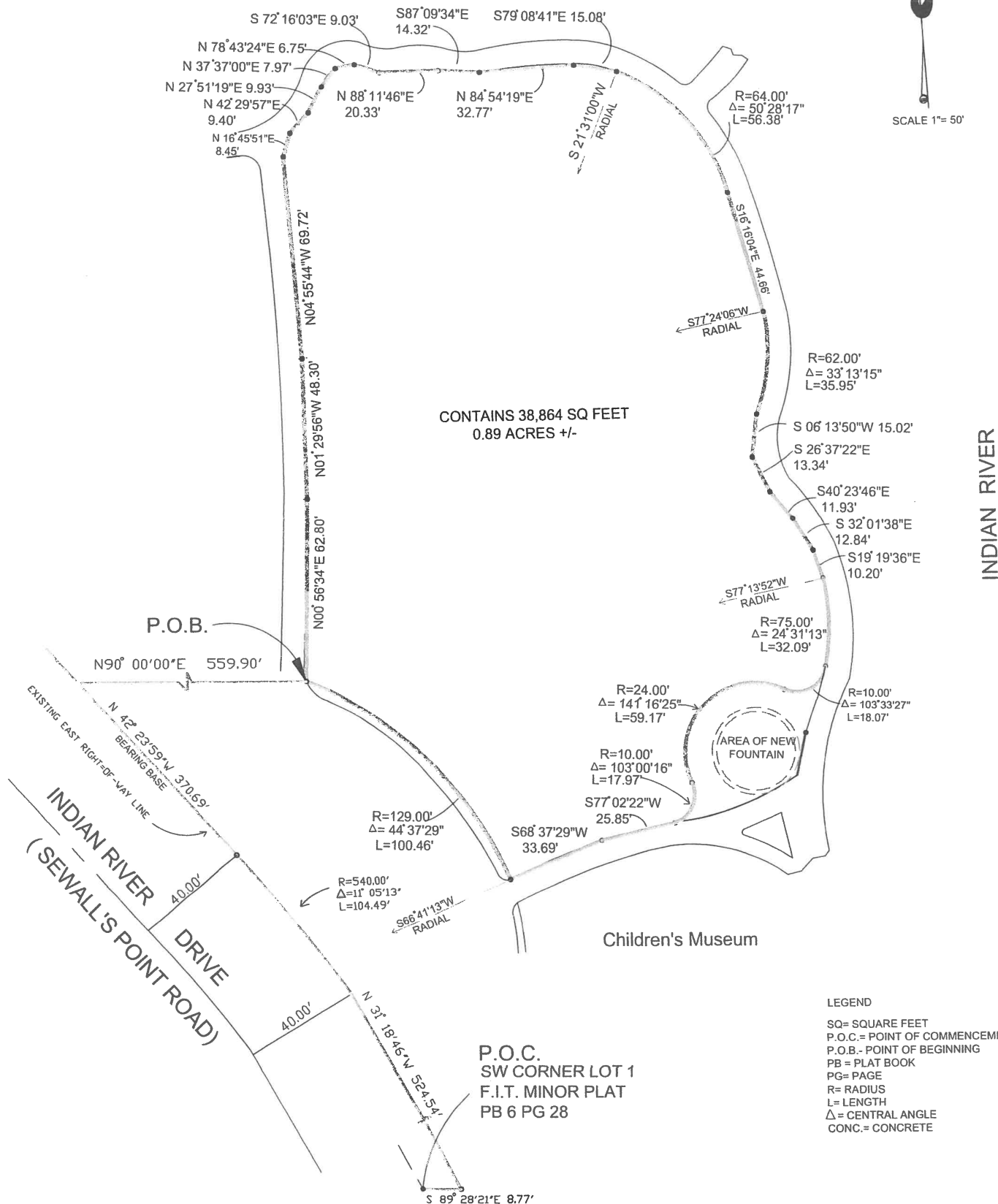
## The Children's Museum of the Treasure Coast

AT INDIAN RIVERSIDE PARK MARTIN COUNTY, FLORIDA

BEING A PORTION A PORTION OF OF SECTION 26, TOWNSHIP 37 SOUTH, RANGE 41 EAST MARTIN COUNTY, FLORIDA



SCALE 1"= 50'



CONTAINS 38,864 SQ FEET  
0.89 ACRES +/-

- LEGEND
- SQ= SQUARE FEET
  - P.O.C.= POINT OF COMMENCEMENT
  - P.O.B.- POINT OF BEGINNING
  - PB = PLAT BOOK
  - PG= PAGE
  - R= RADIUS
  - L= LENGTH
  - Δ= CENTRAL ANGLE
  - CONC.= CONCRETE

**SURVEYORS NOTES**

THE EAST RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE IS TAKEN FROM A DEED BEARING IN OFFICIAL RECORD BOOK 1233 PAGE 862 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND IS ASSUMED

THIS IS NOT A SURVEY

THIS DOCUMENT CONSIST OF TWO PAGES NOT FULL OR COMPLTE WITHOUT BOTH



801 S.E. 6th Ave., Suite 203  
Delray Beach, FL 33483  
Phone 561-243-4624

# EXHIBIT C

MARSHALLER  
CLERK OF CIRCUIT COURT  
MARTIN CO., FL

RECORDED & VERIFIED  
BY D.C.

01306112

98 JUN 29 PM 2:24

This instrument prepared by:  
Ann J. Wild  
Florida Communities Trust  
Department of Community Affairs  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100

CONTRACT # 98-CT-SU-97-7A-J1-031 FLORIDA COMMUNITIES TRUST  
P7A AWARD# 96-038-P7A

## GRANT AWARD AGREEMENT

THIS AGREEMENT is entered into this 24<sup>th</sup> day of JUNE, 1998, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and the MARTIN COUNTY ("FCT Recipient"), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 253, 259, and 380, Florida Statutes.

WHEREAS, Part III Chapter 380, Florida Statutes, the Florida Communities Trust Act, creates a nonregulatory agency within the Department of Community Affairs, which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans and in otherwise conserving natural resources and resolving land use conflicts by providing financial assistance to local governments to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, Section 259.101(3)(c), Florida Statutes, provides for the distribution of ten percent (10%) of the net Preservation 2000 Revenue Bond proceeds to the Department of Community Affairs to provide land acquisition grants and loans to local governments through the FCT;

WHEREAS, the Governor and Cabinet authorized the sale and issuance of State of Florida Department of Natural Resources Preservation 2000 Revenue Bonds ("Bonds");

WHEREAS, the Bonds were issued as tax-exempt bonds, meaning that the interest on the Bonds is excluded from the gross income of Bondholders for federal income tax purposes;

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WHEREAS, Rule 9K-4.010(2)(e), F.A.C., authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding in accordance with Rule Chapter 9K-4, F.A.C.;

WHEREAS, the FCT has approved the terms under which the Project Site was acquired and the FCT Recipient has acquired title to the Project Site and the Project Site shall be subject to such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and such covenants and restrictions shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund upon the failure of the FCT Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, such covenants and restrictions shall be imposed by an agreement which shall describe with particularity the real property which is subject to the agreement and shall be recorded in the county in which the real property is located; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to its acquisition with FCT Preservation 2000 Bond Proceeds.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and FCT Recipient do hereby contract and agree as follows:

#### I. GENERAL CONDITIONS.

1. Upon execution and delivery by the parties hereto, the FCT Recipient shall cause this Agreement to be recorded and filed in the official public records of Martin County, Florida, and in such manner and in such other places as FCT may reasonably request, and shall pay all fees and charges incurred in connection therewith.

2. The FCT Recipient and FCT agree that the State of Florida Department of Environmental Protection will forward this Agreement to Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax exempt status of the Preservation 2000 Revenue Bonds is not jeopardized, FCT and FCT Recipient shall amend the Agreement accordingly.



3. This Agreement may be amended at any time. Any amendment must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT.

4. This Agreement and the covenants and restrictions contained herein shall run with the Property herein described and shall bind, and the benefits shall inure to, respectively, the FCT and the FCT Recipient and their respective successors and assigns.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

6. Any notice required to be given hereunder shall be given by personal delivery, by registered mail or by registered expedited service at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto, and any such notice shall be deemed received on the date of delivery if by personal delivery or expedited delivery service, or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust  
Department of Community Affairs  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100  
ATTN: Executive Director

FCT Recipient: Martin County  
2401 S.E. Monterey Road  
Stuart, FL 34996  
ATTN: County Attorney

7. If any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**II. PROJECT SITE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III, FLORIDA STATUTES.**

1. If any essential term or condition of this grant agreement is violated by the FCT Recipient or by some third party with the knowledge of the FCT Recipient and the FCT Recipient does not correct the violation within 30 days of notice of the violation, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund. The FCT shall treat such property in accordance with Section 380.508(4)(e), Florida Statutes.

2. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee, containing such covenants, clauses, or other restrictions as are sufficient to protect the interest of the people of Florida.

3. The interest, if any, acquired by the FCT Recipient in the Project Site will not serve as security for any debt of the FCT Recipient unless FCT approves the transaction.

4. If the existence of the FCT Recipient terminates for any reason, title to all interest in the Project Site it has acquired with the FCT award shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund, unless FCT negotiates an agreement with another local government or nonprofit organization which agrees to accept title to all interest in and to manage the Project Site.

5. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the FCT Recipient shall deposit with the FCT any insurance proceeds or any condemnation award, and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. The FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the FCT Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from the FCT, the FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

Notwithstanding any of the foregoing, FCT will have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

### **III. PROJECT SITE OBLIGATIONS IMPOSED BY FCT ON THE FCT RECIPIENT.**

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for resource-based public outdoor recreation which is compatible with the conservation, protection and enhancement of the Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Project Plan as approved by FCT.



2. The FCT Recipient shall prepare and submit to FCT an annual report as required by Rule 9K-4.013, F.A.C.

3. The FCT Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses as appropriate. If an amendment to the FCT Recipient's comprehensive plan is required to comply with this paragraph, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the FCT Recipient.

4. FCT Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

5. The FCT Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the FCT approved project plan.

6. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the FCT Recipient at the Project Site.

7. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and/or major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the FCT Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

8. If archaeological and historic sites are located on the Project Site, the FCT Recipient shall comply with Chapter 267, Florida Statutes. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site will be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

9. The FCT Recipient shall ensure that the Project Site is identified as being publicly owned and operated as a passive, natural resource-based public outdoor recreational site in all signs, literature and advertising regarding the Project Site. The

FCT Recipient shall erect a sign(s) identifying the Project Site as being open to the public and as having been purchased with funds from FCT and FCT Recipient.

**IV. OBLIGATIONS INCURRED BY FCT RECIPIENT AS A RESULT OF BOND PROCEEDS BEING UTILIZED TO PURCHASE THE PROJECT SITE.**

1. If the Project Site is to remain subject, after its acquisition by the State and the FCT Recipient, to any of the below listed activities or interests, the FCT Recipient shall provide at least 60 days written notice of any such activity or interest to FCT prior to the activity taking place, and shall provide to FCT such information with respect thereto as FCT reasonably requests in order to evaluate the legal and tax consequences of such activity or interest:

a. any lease of any interest in the Project Site to a non-governmental person or organization;

b. the operation of any concession on the Project Site to a non-governmental person or organization;

c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with a non-governmental person or organization;

d. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

e. a management contract of the Project Site with a non-governmental person or organization; and

f. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

2. FCT Recipient agrees and acknowledges that the following transaction, events, and circumstances may not be permitted on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law:

a. a sale of the Project Site or a lease of the Project Site to a non-governmental person or organization;

b. the operation of a concession on the Project Site by a non-governmental person or organization;

c. a sale of things attached to the Project Site to be severed from the Project Site to a non-governmental person or organization;

d. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made;

e. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

f. a management contract of the Project Site with a non-governmental person or organization; and

g. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE FCT RECIPIENT AND OTHER GOVERNMENTAL BODIES, NOT FOR PROFIT ENTITIES, OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE FCT RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

**V. CONDITIONS PARTICULAR TO THE PROJECT SITE THAT MUST BE ADDRESSED IN THE MANAGEMENT PLAN**

1. The FCT Recipient shall provide outdoor recreational facilities including nature trails, bike paths, boardwalks and a playground on the Project Site. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the significant natural resources on the Project Site without causing harm to those resources.

2. The timing and extent of a vegetative communities and plant species survey of the Project Site shall be specified in the management plan. The FCT Recipient shall detail how the survey shall be used during development of the site to insure the protection, restoration, and preservation of the natural resources on the Project Site.

3. The maritime hammock, mangrove and seagrass communities that exist on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of these vegetative communities.

4. The Project Site shall be managed in a manner that provides habitat for listed wildlife species that utilize or could potentially utilize the Project Site, including the manatee and wading and shore birds. The FCT Recipient shall coordinate with the Game and Freshwater Fish Commission and Department of Environmental Protection's Office of Protected Species Management on the management of the Project on the management of the Project Site for

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the protection of listed species and listed species habitat. The FCT Recipient shall also conduct periodic surveys of listed species using the Project Site and develop informational signs relating to the protection of listed animal species and their habitat.

5. The FCT Recipient shall coordinate with the Game and Freshwater Fish Commission to ensure the protection and continued viability of the heron and egret nesting habitat found on the Project Site.

6. The FCT Recipient shall ensure that the Project Site and listed animal species and their habitat are sufficiently buffered from the adverse impacts of adjacent land uses.

7. The FCT Recipient shall remove all exotic vegetation from the Project Site and restore approximately 1.3 acres by planting native vegetative species on the upland and shoreline portions of the site.

8. The FCT Recipient shall remove all trash and debris from the Project Site.

9. The FCT Recipient shall coordinate with the South Florida Water Management District in the development and implementation of a stormwater management plan for existing and future improvements at the Project Site.

10. The FCT Recipient shall implement a program to enhance the water quality and ecological function of the impounded wetland area on the Project Site. The objective of the program shall be the development of adaptive management strategies that reverse past environmental damage through improvements in water circulation, tidal replication, control of nuisance vegetation and elimination of pollution sources.

11. The FCT Recipient shall remove the existing wastewater treatment plant from the Project Site.

12. The FCT Recipient shall coordinate management of the Project Site with the South Florida Water Management District's SWIM Plan for the Indian River Lagoon and the Department of Environmental Protection's Aquatic Preserve Program.

13. All structures and facilities that currently exist on the Project Site shall be assessed to determine which structures and facilities will be restored or removed.

14. The FCT Recipient shall perform an archaeological survey to determine the integrity and extent of the Indian mound that

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exists on the Project Site. The FCT Recipient shall also coordinate with the Department of State, Division of Historic Resources to develop a plan to protect and preserve the Indian mound and to determine the location and design of any proposed improvements near this feature.

15. The FCT Recipient shall coordinate with the Division of Historic Resources to determine if any of the existing structures on the Project Site are of historical or architectural significance.

16. Prior to the commencement of any proposed development activities, measures will be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Department of State, Division of Historic Resources, in order to prevent the disturbance of significant sites.

17. Access to the Project Site by pedestrians, bicyclists and persons on non-motorized vehicles shall be promoted except in those areas where resource protection considerations warrant limiting access.

18. The FCT Recipient shall provide an environmental center and educational programs at the Project Site. Educational programs shall be developed and provided by the School District's Environmental Studies Center Program or other environmental organization

19. The requirements imposed by other grant program funds that may be sought by the FCT Recipient for activities associated with the Project Site shall not conflict with the terms and conditions of the FCT award.

THIS GRANT AWARD AGREEMENT embodies the entire Agreement between the parties.

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

Witness:

MARTIN COUNTY,  
a political subdivision of  
the State of Florida

Witness Name: \_\_\_\_\_

BY: *Donna Sutter Melzer*  
Its: Chair - Donna Sutter Melzer

Witness Name: \_\_\_\_\_

Date: June 9, 1998

ATTEST:

Accepted as to Legal Form and  
Sufficiency:

*Marsha Stiller*  
Marsha Stiller, Clerk

*Fred W. van Vonno*  
Fred W. van Vonno, Assistant County Attorney  
Date: June 9, 1998

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_, 199\_, by \_\_\_\_\_,  
as \_\_\_\_\_ . He is personally  
known to me, or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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5/18/98



FLORIDA COMMUNITIES TRUST

Linda Meyer  
Witness Name: LINDA MEYER

[Signature]  
James F. Murley, Chair

Janice D. Dughi  
Witness Name:

Date: 6/24/98

Accepted as to Legal Form and Sufficiency:

[Signature]  
Ann J. Wild, Trust Counsel

Date: 6/23/98

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of June, 1998, by JAMES F. MURLEY, as Chair of the Florida Communities Trust. He is personally known to me.



Janice D. Dughi  
MY COMMISSION # CC588691 EXPIRES  
December 10, 2000  
BONDED THROUGH TFCU F&S INSURANCE, INC.

Janice D. Dughi  
Notary Public  
Print Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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5/18/98

EXHIBIT "A"

A PARCEL OF LAND SITUATED IN SECTION 26, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwesterly corner of Lot One F.I.T. Minor Plat No. One, as recorded in Plat Book 6, Page 28, of the Public Records of Martin County, Florida; Thence South  $89^{\circ}28'21''$  East, along the South line of said Lot One, a distance of 8.77 feet to a point on a line being 40 feet northeasterly of and parallel with the centerline of Sewall's Point Road also being the Point of Beginning;

Thence North  $31^{\circ}18'46''$  West, along said line, a distance of 524.54 feet to the point of curvature; Thence Northwesterly along said line, on a curve to the left, having a radius of 540.00 feet; subtending a central angle of  $11^{\circ}05'13''$  and an arc distance of 104.49 feet to the Point of Tangency; Thence North  $42^{\circ}23'59''$  West along said line, a distance of 1002.31 feet to the Point of Curvature of a curve concave to the Northeast having a radius of 460.00 feet; Thence Northwesterly along the arc of said curve through a central angle of  $16^{\circ}24'25''$ , an arc distance of 131.72 feet to the Point of Tangency; Thence North  $25^{\circ}59'34''$  West along said line, a distance of 344.81 feet to a point on the division line between this parcel and the lands, now or formerly of E.A. Matthews; Thence North  $57^{\circ}36'08''$  East, departing said line and along said line of E.A. Matthews, a distance of 1202.60 feet to a point on the Jensen Beach bulkhead line; Thence along said bulkhead line through the following seven (7) courses:  
Thence South  $46^{\circ}38'22''$  East, a distance of 344.55 feet;  
Thence South  $33^{\circ}55'00''$  East, a distance of 272.08 feet;  
Thence South  $27^{\circ}59'00''$  East, a distance of 334.00 feet;  
Thence South  $15^{\circ}17'00''$  East, a distance of 275.00 feet;  
Thence South  $09^{\circ}43'17''$  East, a distance of 493.91 feet;  
Thence South  $02^{\circ}50'18''$  East, a distance of 455.00 feet;  
Thence South  $17^{\circ}34'52''$  East, a distance of 395.12 feet to a point on said South line of Lot One and Easterly extension thereof; Thence North  $89^{\circ}28'21''$  West, departing said bulkhead line, and along the South line of said Lot One, a distance of 636.31 feet to the Point of Beginning.

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