



LEASE AGREEMENT B.

THE DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE AND THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS

For The Leasing of Real Property for Use as a Charter High School

This is a lease bearing an Effective Date of February 22, 2022, ("Lease") between the DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE, a political subdivision of the State of Florida ("Trustees") and the MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida ("County").

In consideration of the promises and conditions contained herein the Trustees and County agree as follows:

1. DESCRIPTION OF LEASED PREMISES

The Trustees hereby lease from the County, and the County hereby leases to the Trustees, the real property described on Exhibit A attached hereto and made a part of this Lease ("Leased Premises"). Exhibit A consists of a legal description and a survey of the Leased Premises.

2. USE OF LEASED PREMISES

The Trustees shall use the Leased Premises solely and exclusively for the construction and operation of a charter high school ("Facility") near the Village of Indiantown. The Trustees shall construct and operate the facility in accordance with all applicable laws and rules of the State of Florida.

3. TERM

The initial term of this Lease shall be for fifty-five (55) years commencing on the Effective Date of this Lease. The Trustees shall have the option to renew this Lease for four (4) additional terms of ten (10) years each, with a final renewal option of four (4) years, for a total potential term, including all renewal options of ninety-nine (99) years. The renewal options are not automatic and require at least one (1) year's prior written notice from the Trustees at the expiration of the initial term and at least ninety (90) days notice from the Trustees for each renewal option.

4. RENT

There shall be no rent paid under this Lease. The consideration for this Lease in lieu of rent shall consist of the Trustees' construction and operation of the Facility during the initial term and any renewal terms of this Lease.

5. APPROVALS, PERMITS, UTILITIES AND AUTHORITIES

- 5.1 It shall be the responsibility of the Trustees to obtain any and all required governmental or governmental agency approvals and permits associated with the construction of the Facility; provided, however, that the County shall fully cooperate with the Trustees to obtain any and all of the foregoing governmental approvals, and permits; and further provided that, to the extent necessary, the County shall be a co-applicant with the Trustees for any such required approvals or permits. It shall be the responsibility of the County to obtain any and all necessary or required governmental approvals, easements, or permits (i) in connection with the Leased Premises; and (ii) specifically required due to the nature of the Leased Premises with respect to the construction of the Facility on the Leased Premises.
- 5.2 The Trustees shall have sole authority over the planning, permitting, construction and use of the proposed improvements on the Facility and Leased Premises in accordance with Chapter 1013 of the Florida Statutes, the Florida Building Code and the State Requirements for Educational Facilities. Nothing herein shall be deemed to waive or imply waiver of the Trustee's rights, responsibilities, and duties set forth under Chapter 1013, Florida Statutes and in the Department of Education's adopted State Requirement for Educational Facilities.
- 5.3 The Trustees shall fund the construction and operation of the Facility through donations and business partnerships and the County shall not be responsible for funding or otherwise providing payment for improvements, with the exception of previously planned and funded utility extensions to the Leased Premises and adjacent roadway improvements by the County as outlined in Exhibit B.
- 5.4 The Trustees and the County shall cooperate in facilitating the provision of all utility services to the Leased Premises and the Facility.
- 5.5 The Trustees shall pay for water service, electricity, telephone, cable, solid waste and sewerage service to the Facility during construction, during the initial term, and any and all renewal terms of this Lease.

6. REPRESENTATIONS AND WARRANTIES OF THE COUNTY

As a material inducement to the Trustees to enter into this Lease, the County makes the following representations and warranties to the Trustees:

- a. The County has the full right and authority to enter into this lease.
- b. This Lease is entered into by the County in compliance with any and all statutes, rules and governing documents of the County applicable thereto.

7. MAINTENANCE OF LEASED PREMISES

The interior and exterior of the Facility shall be maintained at the sole cost and expense of the Trustees during the initial term and any and all renewal terms of this lease.

The grounds and parking lots, trees, plants, grass, and walks of the Facility shall be maintained in good repair and condition by the Trustees during construction of the Facility and the applicable warranty or guaranty periods. It shall be the responsibility of the Trustees to provide and pay for the maintenance of (i) the grounds, parking lots, trees, grass, plants, and walks of the Facility; and (ii) any remaining portion of the Leased Premises, from and after the expiration of the construction and installation warranty or guaranty period, as applicable, during the initial term and any and all renewal terms of the Lease.

8. SECURITY

The Trustees shall provide security for the Leased Premises during construction of the Facility and then for the interior and exterior of the building and the remaining portions of the Leased Premises during the initial term and any and all renewal terms of the Lease.

9. PARKING

The parking areas constructed on the Leased Premises shall be used exclusively by the Trustees for the operation of the Facility.

10. OWNERSHIP; NO ENCUMBRANCES

The Trustees shall lease the land on which the Facility is located and the Trustees shall own the Facility at all times during the initial term of this Lease. If the renewal options are executed under this Lease, the Trustees shall continue to lease the land and own the Facility for the duration of all of the renewal options exercised. During the initial term of this Lease and any renewal thereof, neither the Trustees nor the County shall sell, lease, mortgage, or encumber any part of the Leased Premises.

11. INDEMNIFICATION

As a public body corporate of the State of Florida, Trustees' liability and its ability to indemnify any person, firm, or corporation is regulated by Florida law. Except for its employees acting within the course and scope of their employment, Trustees shall not indemnify any entity or person and, then, such indemnification is limited to the express terms of Section 768.28, Florida Statutes. Trustees are self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action and may only be waived by the Florida legislature. Accordingly, any and all liability and indemnification obligations in this Lease shall be effective only to the extent expressly required by Section 768.28, Florida Statutes.

Nothing in this Lease shall be deemed to affect the rights, privileges and immunities of Trustees as set forth in Section 768.28, Florida Statutes.

Nothing herein shall be construed as a waiver of the County's sovereign immunity afforded by the Florida Constitution or of the provisions of Section 768.28 Fla. Stat., nor as County's consent to be sued by third parties.

12. INSURANCE

The Trustees shall, at their sole option, self-insure or maintain insurance, and it shall cover the improvements and the contents thereof on the Leased Premises, in the same manner and to the same extent as the Trustees insure Trustee's buildings and contents generally.

13. DAMAGE OR DESTRUCTION OF FACILITY

Nothing in this lease shall be deemed to require Trustees to repair or reconstruct the Facility in the event of a casualty to the Facility. If Trustees decide not to repair or reconstruct the Facility, Trustees shall provide notice to County of such decision within one hundred eighty (180) days of the casualty. This lease shall terminate thirty (30) days after the date of such notice. Provided however, Trustees at their sole cost and expense shall clear the leased premises and remove all debris and ensure the premises is left in a safe secure condition in accordance with all applicable laws and regulations.

14. CONSTRUCTION OF THE FACILITY

The Facility shall be designed and constructed according to the board policies approved by the Trustees, the administrative procedures of Indian River State College and in accordance with Chapter 1013, Florida Statues, the Florida Building Code and the State Requirements for Educational Facilities. In accordance with Chapter 1013, Florida Statues, the Trustees shall be exempt from local jurisdiction.

15. SIGNS

The location of all and any signage shall be included in the schematic design approved by the Trustees. The Trustees shall work with the County or other agencies as applicable to place signage necessary on property outside of the Lease Premises.

16. FORCE MAJEURE

Notwithstanding any provision of this Lease to the contrary, the Trustees shall not be held liable for any failure or delay in the performance of this Lease that arises directly or indirectly from fires, floods, strikes, embargoes, acts of the public enemy, pandemic(s), unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God or any other causes of the same character which is unavoidable through the exercise of due care and

beyond the control of the Trustees. Failure to perform shall be excused during the continuance of such circumstances, but this Lease shall otherwise remain in effect.

17. CHOICE OF LAW; SEVERABILITY

Any dispute between the parties to this Lease shall be adjudicated in a Court of Law under the laws of the State of Florida. If any part of this Lease is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Lease shall be in full force and effect.

18. SURVIVAL

The Trustees and County agree that the obligations, undertaking and acknowledgements set out in this Lease shall survive the termination or conclusion of this Lease.

19. NOTICE

Any notice, request, demand, consent, approval or other communication required or permitted by this Lease shall be given or made in writing and shall be served (as elected by the party giving such notice) by any of the following methods:

- (i) Hand delivery to the other party; or
- (ii) Delivery by commercial overnight courier service; or
- (iii) Mailed by registered or certified mail (postage prepaid), return receipt requested; or
- (iv) Email delivery with read receipt. The email notice will be deemed to have been received when sent, even if the sender receives a machine-generated message that delivery failed. For that notice to be valid, the sender must no later than ten (10) business days after sending the email message deliver a tangible copy of that notice with end-to-end tracking and all fees prepaid.

For purposes of notice, the addresses are as follows:

TRUSTEES

President
Indian River State College
3209 Virginia Avenue
Fort Pierce, Florida 34981

COUNTY

County Administrator
Martin County
2401 S.E. Monterey Road
Stuart, Florida 34996

Required Copy to:

Richard Neill, Jr., Esq.
Neill Griffin Marquis Osking, PLLC

Required Copy to:

Sarah Woods, Esq.
County Attorney

311 S. Second Street, Suite 200
Fort Pierce, Florida 34957

2401 S.E. Monterey Road
Stuart, Florida 34996

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier on or the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered if mailed.

20. TERMINATION

- 20.1. This Agreement may be terminated, prior to the initial term of the Lease, by the TRUSTEES if the TRUSTEES ceases to operate the Facility upon one (1) year prior written notice to the County.
- 20.2. At the end of the term of this Lease or upon termination of this Lease, including any and all renewals, or upon abandonment of the educational use of the Leased Premises and improvements thereon by the Trustees, such improvements shall become County property.

21. RECORDATION

This Lease shall be recorded in the Official Records of Martin County, Florida.

22. AMENDMENT

This Agreement may be amended only by written agreement of the parties.

23. EXECUTION

This Lease may be executed in any number of counterparts, each of which shall be an original.

24. ENTIRE AGREEMENT

This Lease constitutes the sole and entire agreement of the parties to this Lease with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, THE DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE and the MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS have executed this Lease as of the Effective Date hereof.

[SIGNATURES ON NEXT PAGE]

DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE

[SEAL]

WITNESS:

Suzanne Parsons

Signature

Suzanne Parsons

Print Name

Theresa Lynch

Signature

Theresa Lynch

Print Name

STATE OF FLORIDA

County Of St. Lucie

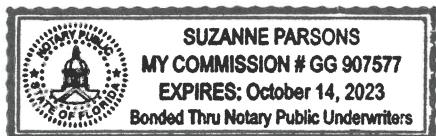
The foregoing instrument was acknowledged before me this 22nd day of February 2021², by
Sandra Krischke and Timothy E. Moore, Ph.D., Chairman and President,
respectively, of the District Board of Trustees of Indian River State College, a corporation existing
under the laws of the State of Florida, to me known to be the persons who signed the foregoing
instrument as such officers and severally acknowledged the execution thereof to be their free act and
deed as such officers for the uses and purposes therein mentioned, and that such instrument is the act
and deed of such corporation.

WITNESS my hand and official seal at IRSC, St. Lucie, County, Florida, this 22nd day of
February 2021².

Suzanne Parsons
Notary Public

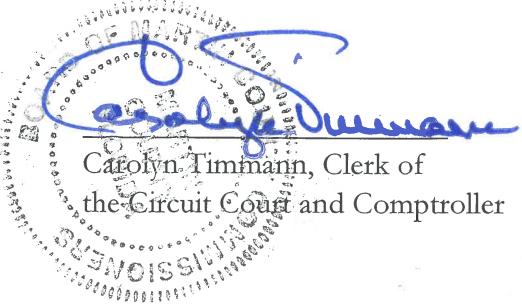
My commission expires: 10/14/23

(SEAL)



MARTIN COUNTY

ATTEST



Carolyn Timmann, Clerk of
the Circuit Court and Comptroller

BOARD OF COUNTY COMMISSIONERS OF
MARTIN COUNTY, FLORIDA

A handwritten signature in blue ink that reads "Doug Smith" is written over a blue horizontal line.

Doug Smith, Chairman

APPROVED AS TO
FORM AND LEGAL SUFFICIENCY

A handwritten signature in blue ink that reads "Sarah W. Woods" is written over a blue horizontal line.

Sarah W. Woods, County Attorney

MARTIN COUNTY, STUART, FLORIDA

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

DWG. NAME : 21-052.DWG M.C. PROJ. NO. 21-052

SHEET NO. 1 OF 4

EXHIBIT A

SURVEYOR'S NOTES

1. THIS SKETCH AND LEGAL DESCRIPTION IS BASED ON BOUNDARY SURVEY OF C-44 PROJECT MARTIN COUNTY PARK & FLOWAGE EASEMENT, SECTION 34, TOWNSHIP 39 SOUTH, RANGE 39 EAST & SECTION 3, TOWNSHIP 40 SOUTH, RANGE 39 EAST, DATED MARCH 2007, FILE & DRAWING NUMBER 06-1068-04-01 BY GCY INCORPORATED.
2. THIS LEGAL DESCRIPTION SHALL NOT BE VALID:
 - A. UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1, 2, 3 AND 4, SHEET 4 BEING A SKETCH.
 - B. WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR.
3. BEARING BASIS IS SOUTH 89°51'14" WEST ALONG THE NORTHERLY SECTION LINE OF SECTION 3, TOWNSHIP 40 SOUTH, RANGE 39 EAST OF SAID BOUNDARY SURVEY AND ALL OTHERS ARE RELATIVE TO SAID BEARING.
4. THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO DESCRIBE A LEASE PARCEL.
5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
6. THIS IS NOT A SURVEY AND DOES NOT DEFINE OWNERSHIP OR ENCROACHMENTS.
7. PROPERTY, TRACT, AND PARCEL LINES SHOWN ARE APPROXIMATE IN NATURE AND NOT TO BE RELIED UPON FOR LAND POSITIONING OR DETERMINATIONS.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. LEGEND: DB=DEED BOOK, FPL=FLORIDA POWER AND LIGHT, PCN=PARCEL CONTROL NUMBER, PG=PAGE, ORB=OFFICIAL RECORDS BOOK, POB=POINT OF BEGINNING, POC=POINT OF COMMENCEMENT, SFWMD=SOUTH FLORIDA WATER MANAGEMENT DISTRICT.

 = BREAKLINE

 = QUARTER SECTION CORNER



SURVEYOR AND MAPPER
IN RESPONSIBLE CHARGE



THOMAS M. WALKER, JR., P.S.M.
MARTIN COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. P.S.M. 6875

DATE: JAN 10 2022

SUPERVISED BY : TMW
DRAWN BY : JMM | SCALE : N/A
DATE : 11/24/2021
DRAWING # 21-052

LEASE PARCEL
S34 T39S R39E & S3 T40S R39E
MARTIN COUNTY, FLORIDA

SUPERVISED BY : TMW	
DRAWN BY : JMM	SCALE
DATE : 11/24/2021	
DRAWING # 21-052	

MARTIN COUNTY, STUART, FLORIDA

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

DWG. NAME : 21-052.DWG M.C. PROJ. NO. 21-052

SHEET NO. 2 OF 4

EXHIBIT A

PARCEL OVERVIEW

SFWMD

PCN:343939000000000201

ORB 2107 PG 1415

MARTIN COUNTY PROPERTY
PCN:343939000000000210
ORB 2254 PG 2195
ENCUMBRANCES
DB 33 PG 337
SUBSURFACE BOOK 2, PG 55
ORB 162 PG 55

SOUTH LINE SECTION 34
NORTH LINE SECTION 3

MARTIN COUNTY PROPERTY
PCN:034039000000000110
ORB 2254 PG 2195
ENCUMBRANCES
DB 33 PG 337
SUBSURFACE BOOK 2 PG 55

SFWMD
PCN:034039000000000106
ORB 2107 PG 1415

NORTHERLY RIGHT-OF-WAY LINE
SW CITRUS BOULEVARD

REFERENCE BEARING
S89°51'14"W

LEASE PARCEL
1,090,690 SQFT
25.04 ACRES±
EASTERLY
PROPERTY LINE

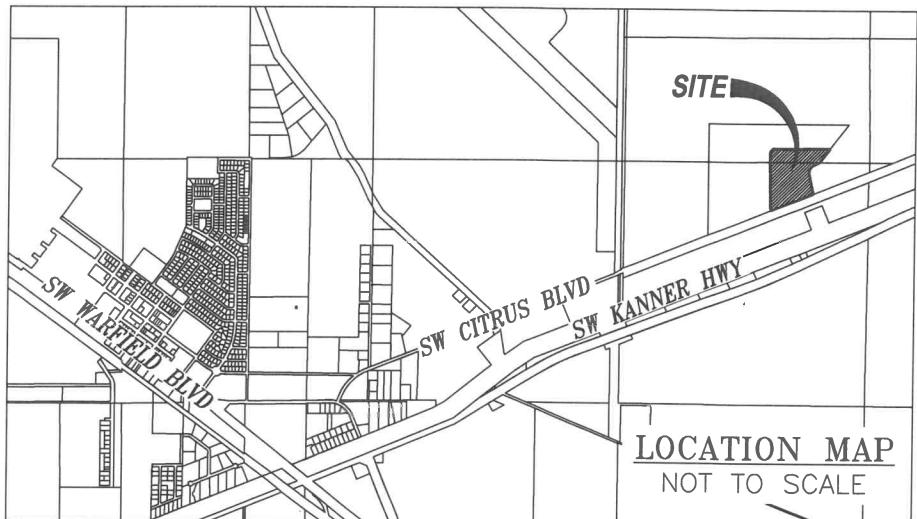
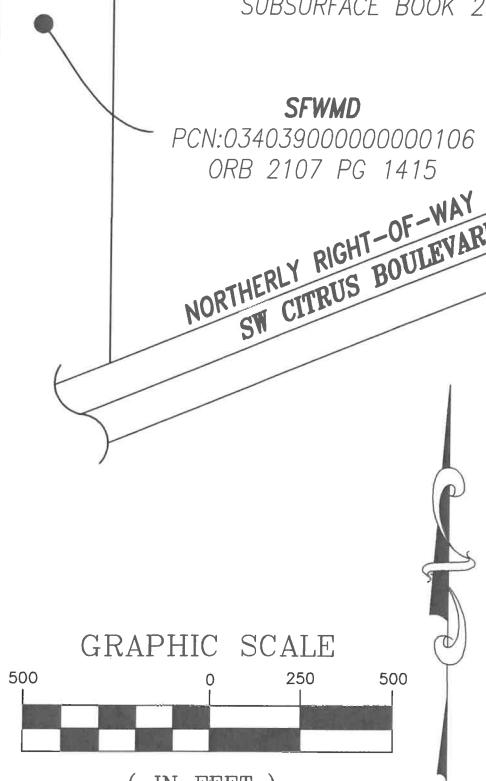
SFWMD
PCN:034039000000000120
ORB 2254 PG 2195

100' STATE RIGHT-OF-WAY ORB 216 PG 370
100' COUNTY RIGHT-OF WAY ORB 2475 PG 2862

SECTION 3
TOWNSHIP 40 SOUTH
RANGE 39 EAST

SECTION 34
TOWNSHIP 39 SOUTH
RANGE 39 EAST

34 35
3 2
EAST LINE SECTION 3
WEST LINE SECTION 2
EAST LINE SECTION 34
WEST LINE SECTION 35



NOTE: THIS IS NOT A SURVEY. THIS SHEET IS
NOT VALID WITHOUT SHEETS 1, 3 AND 4.

THIS MAP IS INTENDED TO BE DISPLAYED
AT A SCALE OF 1"=500' OR SMALLER.

LEASE PARCEL
S34 T39S R39E & S3 T40S R39E
MARTIN COUNTY, FLORIDA

SUPERVISED BY : TMW	
DRAWN BY : JMM SCALE : 1"=500'	
DATE : 11/24/2021	
DRAWING # 21-052	

MARTIN COUNTY, STUART, FLORIDA

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

DWG. NAME : 21-052.DWG M.C. PROJ. NO. 21-052

SHEET NO. 3 OF 4

EXHIBIT A

DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 34, TOWNSHIP 39 SOUTH, RANGE 39 EAST AND SECTION 3, TOWNSHIP 40 SOUTH, RANGE 39 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 40 SOUTH, RANGE 39 EAST; THENCE SOUTH 89°51'14" WEST ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 1,074.37 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF A PROPERTY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2254, PAGE 2195, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 63°35'39" WEST ALONG THE SAID EASTERLY PROPERTY LINE, A DISTANCE OF 184.47 FEET TO A POINT; THENCE SOUTH 33°42'10" WEST, A DISTANCE OF 76.12 FEET TO A POINT; THENCE SOUTH 07°06'32" WEST, A DISTANCE OF 95.80 FEET TO A POINT; THENCE SOUTH 12°36'11" EAST, A DISTANCE OF 447.99 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SW CITRUS BOULEVARD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 216, PAGE 370, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE, DEPARTING SAID EASTERLY LINE, SOUTH 68°08'43" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 957.69 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 199.98 FEET, A CHORD BEARING OF NORTH 13°55'01" WEST AND A CHORD LENGTH OF 93.97 FEET; THENCE, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°13'02", A DISTANCE OF 94.86 FEET TO A POINT; THENCE NORTH 02°32'20" WEST, A DISTANCE OF 60.69 FEET TO A POINT; THENCE NORTH 00°32'48" WEST, A DISTANCE OF 879.66 FEET TO A POINT OF INTERSECTION WITH SAID NORTH LINE OF SECTION 3; THENCE CONTINUE NORTH 00°32'48" WEST, A DISTANCE OF 189.17 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 100.00 FEET, A CHORD BEARING OF NORTH 44°32'51" EAST AND A CHORD LENGTH OF 142.39 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°47'08", A DISTANCE OF 158.45 FEET TO A POINT; THENCE NORTH 89°56'25" EAST, A DISTANCE OF 1172.53 FEET TO A POINT OF INTERSECTION WITH SAID EASTERLY PROPERTY LINE; THENCE SOUTH 38°04'01" WEST ALONG SAID EASTERLY PROPERTY LINE, A DISTANCE OF 367.32 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,090,690 SQUARE FEET (25.04 ACRES) MORE OR LESS.

NOTE: THIS IS NOT A SURVEY. THIS SHEET IS
NOT VALID WITHOUT SHEETS 1, 2 AND 4.

LEASE PARCEL

S34 T39S R39E & S3 T40S R39E

MARTIN COUNTY, FLORIDA

SUPERVISED BY : TMW

DRAWN BY : JMM SCALE : N/A

DATE : 11/24/2021

DRAWING # 21-052

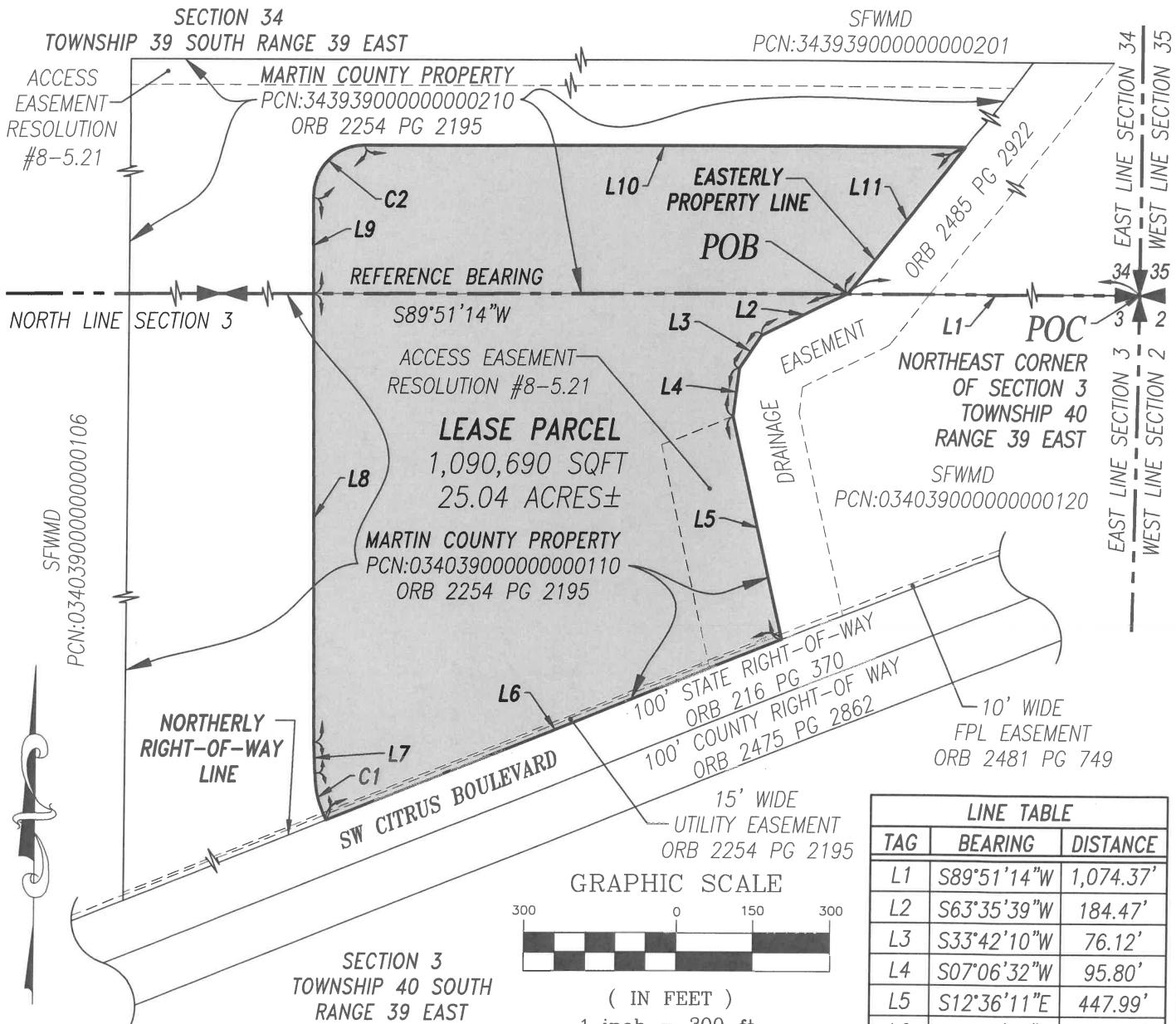
MARTIN COUNTY, STUART, FLORIDA

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

DWG. NAME : 21-052.DWG M.C. PROJ. NO. 21-052

SHEET NO. 4 OF 4

EXHIBIT A



LINE TABLE		
TAG	BEARING	DISTANCE
L1	S89°51'14"W	1,074.37'
L2	S63°35'39"W	184.47'
L3	S33°42'10"W	76.12'
L4	S07°06'32"W	95.80'
L5	S12°36'11"E	447.99'
L6	S68°08'43"W	957.69'
L7	N02°32'20"W	60.69'
L8	N00°32'48"W	879.66'
L9	N00°32'48"W	189.17'
L10	N89°56'25"E	1172.53'
L11	S38°04'01"W	367.32'

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AT A SCALE OF 1"=300' OR SMALLER.

LEASE PARCEL

S34 T39S R39E & S3 T40S R39E
MARTIN COUNTY, FLORIDA

SUPERVISED BY : TMW

DRAWN BY : JMM SCALE : 1"=300'

DATE : 11/24/2021

DRAWING # 21-052

