AGREEMENT OF LEASE BETWEEN

MARTIN COUNTY AND DAHER AEROSPACE INC.

(AIRPORT PARCELS A AND D)

AGREEMENT OF LEASE
(AIRPORT PARCEL)

This AGREEMENT OF LEASE ("Agreement"), made by and between MARTIN COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners ("County"), and DAHER AEROSPACE INC., a Delaware corporation, whose mailing address is PO Box 2072, Pompano Beach, Florida 33061 ("Lessee").

RECITALS

WHEREAS, County owns and has jurisdiction over the development, operation and maintenance of the Martin County Airport/Witham Field ("Airport") located in Martin County, Florida; and

WHEREAS, Lessee desires to lease from County the Premises, which are depicted and described on the attached Exhibit A; and

WHEREAS, Lessee was duly awarded the bid to improve Premises pursuant to Request for Proposals 2024-3552 after competitive bidding; and

WHEREAS, Lessee submitted a formal Proposal to the County in response to the Request for Proposals, which representations by Lessee in such Proposal are incorporated by reference herein; and

WHEREAS, Lessee has submitted its Proposed Improvement Plan for Premises that is attached hereto as Exhibit C and made a part hereof; and

WHEREAS, County desires to lease the Premises to Lessee pursuant to the award of the bid for the Premises; and

WHEREAS, County and Lessee are in agreement as to the foregoing recitals.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and promises hereinafter set forth, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, County and Lessee hereby agree as follows:

TERMS

SECTION 1. DEFINITIONS

The following terms set forth below, when used in this Agreement, shall be defined as follows, whether the first letter of each term is capitalized or in lowercase or if the term is in the singular or plural:

(a) "Affiliate" shall mean a Person affiliated with another Person who: (1) is directly or indirectly controlled by, or under common control with, the specified Person; or (2) owns directly or indirectly thirty-five percent (35%) or more of equity securities of the specified

Person; or (3) is a general partner, officer, director, non-financial institution trustee or fiduciary of the specified Person or of any Person described in (1) or (2), preceding; or (4) is a son, daughter, spouse, parent, sibling or in-law of the specified Person.

(b) "Airport" shall mean County's Witham Field Airport located in Stuart, County of Martin, State of Florida, and known as SUA.

(c) "Airport Director" shall mean County's manager of the same and the Airport Director's designees.

(d) "Airport Minimum Standards" shall mean County's codes, minimum standards, ordinances, orders, regulations, or rules applying or relating to the use of, operation of, and commercial activities on, the Airport and activities by Airport tenants which have been or hereafter shall be adopted by the County.

(e) "Agreement" shall mean this Agreement of Lease, including any amendments, modifications, or supplements.

(f) "Applicable Laws" means all laws, statutes, ordinances, rules, and regulations issued or promulgated by any Governmental Authority governing or otherwise applicable to the Lessee, the Premises, or the Airport, as any of the same may now exist or may hereafter be adopted or amended, modified, extended, re-enacted, re-designated, or replaced from time to time including, without limitation the Minimum Standards and FAA Advisory Circulars.

(g) "Approved Plans" shall mean plans and specifications for Improvements to the Premises that have received the written approval of County.

(h) "Aeronautical Use" shall mean any activity that involves, makes possible, is required for the safety of, or is directly related to, the operation of aircraft.

(i) "Aeronautical User(s)" shall mean a person or persons, whether individuals or businesses, engaged in Aeronautical Uses involving the operation of aircraft, or providing flight support directly related to the operation of aircraft.

(j) "CO Date" shall mean the date(s) upon which a shell certificate of occupancy shall be issued by the appropriate governmental authority with respect to any buildings to be constructed upon the Premises, or with respect to other Improvements, the date upon which the Improvements may first be put into service for the intended use (regardless of whether such is the actual first date of usage).

(k) "Completion Date" shall mean the date by which the construction specified in the Proposed Improvement Plan attached as Exhibit "C" is completed and approved by County.

(l) "County Administrator" shall mean the Martin County's County Administrator and the County Administrator's designees.

(m) "CPI" shall mean the Consumer Price Index, that is, the CPI issued by the Bureau of Labor

Statistics, United States Department of Labor and as more specifically described in this Agreement.

(n) "Day" shall mean a calendar day unless specifically noted otherwise in this Agreement.

(o) "Derelict Aircraft" shall mean any aircraft that is not in a flyable condition, does not have a certificate of airworthiness issued by the FAA, and is not in the process of actively being repaired, as defined in Section 705.183(1)(b)1, Florida Statutes and as amended.

(p) "Effective Date" shall mean the date this Agreement is fully executed by all parties.

(q) "FAA" shall mean the Federal Aviation Administration, or any successor agency.

(r) "Federal Requirements" means any federal statute, code of federal regulations or CFRs, FAA circulars, FAA advisories, FAA grant assurances with County, FAA memoranda of understanding or agreement with County, or any other federal law, regulation, or agreement that applies to the County the Airport.

(s) "Governmental Authority" means any federal, state, or county authority, municipal or other governmental entity, or any subdivision thereof, with authority over the Airport or Lessee.

(t) "Hazardous Materials" shall mean any item defined as a "hazardous substance", "hazardous material", hazardous waste", "regulated substance" or "toxic substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. '9601, et seq., Hazardous Materials Transportation Act, 49 U.S.C. '1801, et seq., Resource Conservation and Recovery Act of 1976, 42 U.S.C. '6901 et seq., Clean Water Act, 33 U.S.C. '1251, et seq., Safe Drinking Water Act, 14 U.S.C. '300f, et seq., Toxic Substances Control Act, 15 U.S.C. '2601, et seq., Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. '136 et seq., Atomic Energy Act of 1954, 42 U.S.C. '2014 et seq., and any similar federal, state or local laws, and all regulations, guidelines, directives and other requirements thereunder, all as may be amended or supplemented from time to time.

(u) "Improvements" shall mean any and all buildings, hangars, pavements, fixtures, permanently affixed equipment, facilities (both above ground and below ground), Utilities (as defined below) and all other structures now or hereafter constructed on the Premises, and all additions, alterations, modifications, renovations, and replacements thereto.

(v) "Leasehold Interest" shall mean the Lessee's interest in the Premises, and all easements and rights appurtenant thereto, pursuant to the terms of this Agreement and Applicable Laws.

(w) "Lease Year" shall mean (i) the twelve (12) month period beginning with the Effective Date, and each twelve (12) month period thereafter occurring during the Term provided, however, that if the Effective Date is a Day other than the first Day of a calendar month, then the first Lease Year shall include that period of time from the Effective Date up to the first Day of the next calendar month, and any subsequent Lease Year shall be the twelve (12) month period beginning on the first Day of such month.

(x) "Lessee" shall mean Daher Aerospace Inc., its successors or assigns, as permitted herein.

(y) "Lessee's Parties" shall mean the Lessee, Lessee's sublessees, or any of the officers, agents, employees, contractors, subcontractors, predecessor entities to Lessee, or invitees of Lessee or any of its sublessees. "Lessee's operations" and "Lessee's actions" and words of similar import, shall include all actions and inactions by Lessee, by any of Lessee's Parties whether before or after the Effective Date of this Agreement.

(z) "Person" shall mean any individual, firm, trust, estate, partnership, joint venture, company, corporation, association, or any other legal entity or business enterprise. The reference in this Agreement to any one of the foregoing types of persons shall be deemed a reference to all other types of persons.

(aa) "Premises" shall mean the area more particularly described on Exhibit A, attached hereto and made a part hereof, as said exhibits may be amended , subject to easements and rights-of-way of record, together with all buildings, hangars, structures, pavements, facilities and other Improvements now or hereafter constructed thereon, the equipment permanently affixed therein, such as electrical, plumbing, sprinkler, fire protection and fire alarm, heating, steam, sewage, drainage, refrigerating, communications, gas and other systems and their pipes, wires, mains, lines, tubes, conduits, equipment and fixtures and all paving, drains, culverts, ditches and catch basins. The Premises consist of approximately 46.21 acres, more or less, subject to verification and confirmation by Lessee. County agrees to provide Lessee with an existing survey of the Premises, if in County's possession, and Lessee shall have the right to obtain a new, or updated if applicable, survey of the Premises to confirm the acreage of same for the purpose of determining Rent and final development considerations.

(bb) "Proposed Improvement Plan" shall mean the proposed plan for construction of Improvements submitted by Lessee to the County and attached hereto as Exhibit C or, in the event the proposed plan for construction of Improvements on the Premises has not been finalized by Lessee as of the Effective Date, such plan for construction of Improvements approved by County which plan shall be automatically incorporate herein as Exhibit C and made a part hereof.

(cc) "Ramp Access" shall mean access over, through and across the Premises and the apron located thereon to the Taxiway located adjacent to the Premises.

(dd) "Runway Dependence" shall mean Lessee's continual usage of Ramps, Taxiways, aprons and Runways in its Uses of the Premises as defined in Section 5 herein. County and Lessee acknowledge that the Uses of the Premises as defined in Section 5 are deemed Runway Dependent uses.

(ee) "Runways" (including Part FAR 77 surfaces) shall mean the portion of the Airport used for the purpose of landing and taking off of aircraft, and associated safety areas.

(ff) "Sensitive Financial Information" means: (1) any information concerning any general or

prime contractor's or any subcontractor's construction costs, including but not limited to job cost detail reports, labor costs, or material costs. in connection with Lessee's construction of Improvements on the Premises pursuant to this Agreement; (2) the amount of rent any sublessee has agreed to pay Lessee pursuant to a sublease approved by the County Administrator; and (3) the purchase price in connection with any assignment, sale or transfer pursuant to Section 19 of this Agreement.

(gg) "Taxiways" shall mean the portion of the Airport used for the purpose of ground movement of aircraft to, from and between the Runways, the public ramps and apron areas, aircraft parking and storage spaces and other portions of the Airport.

(hh) "Termination Date" shall have the meaning set forth in Section 3 of this Agreement.

(ii) "Term" or "Term of this Agreement" or words of similar import shall have the meaning set forth in Section 3 of this Agreement.

(jj) "Utilities" shall mean airfield lighting systems, conduit ducts for cable, electrical service (i.e., Florida Power and Light), garbage collection or disposal, gas service lines, radio transmitters, telecommunications, telephone including landlines, storm water drainage, water, wastewater disposal (i.e., sewer lateral lines), and FAA navigational aid systems, or any other similar utility.

(kk) "Year" shall mean the twelve (12) month period that begins January 1 and ends December 31 including leap Days as applicable.

SECTION 2. LETTING

(a) The County hereby lets to Lessee and Lessee hereby hires and takes from the County, the Premises. Lessee shall have full and complete access to the Premises as of the Effective Date. The Premises shall be used solely for the purposes described in this Agreement and for no other purposes without the County's prior written consent.

(b) The County reserves the right to further develop and improve the Airport, including but not limited to the Taxiways, as the County sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance provided that no such development or improvements shall unreasonably interfere with or prevent Lessee from (i) constructing the Improvements pursuant to the Proposed Improvement Plan and (ii) the use of the Premises in accordance with, and as contemplate under, the terms of this Agreement. Lessee shall have the right, but not the obligation, to extend the Taxiway to Parcel D, at Lessee's expense and subject to County's approval, which approval shall not be unreasonably withheld or conditioned.

(c) Except to the extent required for the performance of any of the obligations of the Lessee hereunder, nothing contained in this Agreement shall grant to the Lessee any rights whatsoever in the air space above the Premises. In that regard, the County reserves the right to take any action whatsoever that it reasonably considers necessary to protect the aerial approaches of the Airport against obstruction, including, but not limited to demolition or

removal of structures upon the Premises, together with the right to prevent the Lessee from erecting or permitting to be erected any building or other structure at the Airport which, in the reasonable opinion of the County, would limit the usefulness of, or interfere with, the operations at the Airport, or constitute a hazard to aircraft.

(d) This Agreement and all provisions hereof, are subject and subordinate to Airport Minimum Standards for the improvement or development of the Airport or the financing thereof. In addition, this Agreement is subordinate and subject to the provisions of all resolutions heretofore and hereafter adopted by the County in connection with any revenue bonds issued by the County with respect to the operations of the Airport, or any improvements to the Airport or any of its facilities, and to the provisions of all documents executed in connection with any such bonds, provided, however, that no such resolutions or modifications adopted after the Effective Date shall adversely impact Lessee's use of the Premises or operations as permitted in this Agreement. In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates the terms of any such resolutions, bonds, or related documents, the County may unilaterally amend, alter, or otherwise modify the terms of this Agreement in order to resolve such conflict or violation without compromising or destroying any remaining portions of this Agreement, and such remaining provisions shall remain binding and in full effect upon the parties as if no such amendment or alteration had occurred.

(e) The County reserves unto itself, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Premises together with the right to cause in said airspace such noise and other intrusions as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for aircraft landing on, taking off from, or operating at the Airport.

(f) Lessee, its successors and assigns, agrees to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such height as is compliant with all provisions of this Agreement and all Applicable Laws and Federal Requirements thereto, including but not limited to 14 CFR Part 77.

(g) Lessee expressly agrees, for itself, its successors and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute a hazard to aircraft or others.

(h) County reserves the right to maintain such Utilities easements on the Premises as may now or in the future be determined to be necessary to serve the needs of the Airport, including but not limited to the easements described in Exhibit B, if any, and the Lessee agrees to take the Premises subject to said easement requirements; notwithstanding the foregoing, County agrees to meet and confer with Lessee in good faith prior to installing an easement that would go under the building, structure, or other improvement on the Premises so as not to interfere with Lessee's use and enjoyment of the Premises.

(i) Condition and Use of the Premises and Leasehold Improvements. Except as otherwise may be set forth in this Agreement, the County makes no representations or warranties whatsoever as to the condition of the Premises. The County makes no representations or

warranties whatsoever as to the legality, permissibility or availability of any use of the Premises that may be contemplated by the Lessee. County makes no representations or warranties concerning habitability or fitness for any particular purpose. Lessee states Lessee has completed its investigation of the Premises and that Lessee is satisfied as to the suitability of the Premises for Lessee's purposes. The Premises and all components thereof, are hereby demised in "AS IS CONDITION" and "WITH ALL FAULTS,", provided, however, that Lessee shall have the right to conduct soil and environmental studies on Parcel D and upon receipt of such studies may object, within sixty (60) days of the Effective Date, to the condition of Parcel D if the findings of such studies and condition of the Parcel D materially and adversely impacts Lessee's anticipated use of the Premises.

(j) County reserves the right to enter the Premises during normal business hours to inspect the Premises for compliance with the conditions of this Agreement or at any time during an emergency, which said emergency shall be determined by the County in its sole discretion; provided, however, except in the case of an emergency in which case no notice shall be required, County shall provide not less than two (2) business days' notice to Lessee of any site visit which is for inspection purposes or to exhibit the Premises to any third party and shall use commercially reasonable efforts to coordinate a time with Lessee as to minimize any interference with Lessee's operations at the Premises. A standard roving review of the Premises as part of normal review of the conditions at the Airport generally shall not be considered an inspection subject to prior notice.

(k) County agrees to assist Lessee, at no cost to County, in obtaining the necessary easements, licenses, consents and approvals to use the railroad tracts adjacent to, and connecting with, the railroad tracts within the Premises to, and including, the railroad tracts within the Florida East Coast railway parcel.

SECTION 3. TERM

(a) Initial Term. The initial term of this Agreement ("Initial Term") shall commence on the Effective Date and shall terminate on the tenth (10^{th}) anniversary of the Effective Date, unless extended as permitted herein or sooner terminated as provided in this Agreement (the "Termination Date").

(b) Extension Terms. Lessee shall have the unilateral option to extend this Agreement for two (2) additional ten (10) year terms ("Extended Term(s)") (the Initial Term and each Extended Term, as applicable, are collectively referred to as the "Term") provided Lessee notifies the County, in writing, no less than one hundred eighty (180) days prior to the expiration of the then current Term. The terms and conditions for any such Extended Term, including any changes in Rent, shall be as set forth in this Agreement.

(c) The expiration or termination of this Agreement shall not relieve Lessee of any liabilities or obligations hereunder which shall have accrued on or prior to the date of the expiration or termination of this Agreement. Upon the expiration or termination of this Agreement, Lessee shall cease forthwith all operations upon the Premises, immediately vacate the Premises pursuant to the terms and conditions set forth in this Agreement, cause all occupants to vacate the Premises, and pay in full all fees and other amounts payable to County as set forth

in this Agreement, then due and owing.

SECTION 4. RENT, FEES AND CHARGES

(a) Rent. The rental rate is twenty cents ($0.20) per square foot for the Premises, such that the annual rent for the Premises is Four Hundred Two Thousand Five Hundred Eighty One Dollars and 52/100 Cents ($402,581.52) ("Annual Rent") payable by Lessee in equal monthly installments of Thirty-Three Thousand Five Hundred Forty-Eight Dollars and 46/100 Cents ($33,548.46) ("Monthly Rent"). Monthly Rent is based upon the Annual Rent divided by twelve (12) calendar months rounded up by half a cent. Annual Rent will be adjusted for CPI as hereinafter provided in this section. Lessee shall pay the Annual Rent in twelve (12) equal monthly installments, together with all applicable sales taxes thereon, in advance and without demand, set off or deduction. The first installment of Monthly Rent shall be paid no later than the first Day of the first calendar month following the Effective Date ("First Payment Date"). Lessee will pay County the pro rata amount of Monthly Rent for the time period before the First Payment Date, if any.

(b) Payments. All payments required to be made by the Lessee under this Agreement shall be made payable to "Martin County Board of County Commissioners." All payments shall be in the form of a check delivered to the Airport Director at 2011 Southeast Airport Road, Stuart, Florida 34996, or by direct deposit to an account approved by Airport Director, or as otherwise agreed to by the parties in writing.

(c) Adjustment for CPI. County and Lessee agree that following the First Payment Date, Annual Rent shall be adjusted on the first Day of each anniversary of the First Payment Date (each such date being referred to as an "Adjustment Date") as set forth below, and such adjusted rental (together with applicable sales taxes thereon) shall be the Annual Rent (subject to adjustment as hereinafter provided), and shall be payable in twelve (12) equal monthly installments.

On each Adjustment Date the Annual Rent shall be increased, as applicable, to an amount equal to the product of the Annual Rent paid during the immediately preceding Year, multiplied by the "CPI Multiplier," as hereinafter defined. The product of such multiplication shall be the amount of the Annual Rent payment to be made during the next succeeding Lease Year, commencing on the first Day of such Lease Year. Upon determining such rental adjustment, the County shall advise Lessee of the new Annual Rent within ten (10) Days of the Adjustment Date and the installment payment of Monthly Rent. In no event shall any adjusted Annual Rent established pursuant to this paragraph be less than the total Annual Rent paid during the immediate prior Lease Year.

The "CPI Multiplier" is a fraction, the numerator of which shall be the "CPI Index Number" (as hereinafter defined) indicated for the month that is three (3) calendar months prior to the Adjustment Date and the denominator of which shall be the CPI Index Number indicated for the month that is fifteen (15) calendar months prior to the Adjustment Date.

In no event shall the CPI Multiplier increase the Annual Rent from the preceding Lease Year by more than three and one-half percent (3.5%). In no event shall the CPI Multiplier decrease

the Annual Rent from the preceding Lease Year (the floor).

The "CPI Index Number" is the index number of retail commodity prices designated "CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS – UNITED STATES CITY AVERAGE – ALL ITEMS" (1982-1984 = 100) issued by the Bureau of Labor Statistics, United States Department of Labor (presently published on its website, specifically, https://www.bls.gov/cpi). The rental and the adjustment made based upon the provisions of this section shall be made solely by County. Any publication by either the United States Department of Labor or the United States Department of Commerce in which such Index numbers are published shall be admissible in evidence in any legal or judicial proceeding involving this Agreement without further proof of authenticity. Should the Bureau of Labor Statistics cease publishing the above-described Index, then such other Index as may be published by the United States Department of Labor that most nearly approximates the discontinued Index shall be used in making the adjustments described above. Should the United States Department of Labor discontinue publication of an Index approximating the Index contemplated, then such Index as may be published by another Governmental Authority which most nearly approximates the Index first above referenced shall govern and be substituted as the Index to be used.

(d) Licenses, Fees and Taxes. Lessee shall pay, on or before their respective due dates, all federal, state, County, and local taxes and fees, and all special assessments of any kind that are in compliance with any Applicable Laws, including but not limited to any Federal Requirements, which are now or may hereafter be levied upon the Premises (including Improvements), or upon Lessee, or upon the business conducted on the Premises, or upon any of Lessee's property used in connection therewith, or upon any rentals or other sums payable hereunder, including, but not limited to any ad valorem taxes (based upon the Lessee's pro rata share according to the area of the Premises), if any, and sales or excise taxes on rentals, and personal property taxes against tangible and intangible personal property of Lessee. Lessee shall maintain in current status all federal, state, County and local licenses and permits required for the operation of the business conducted by Lessee.

(e) Utilities. The Lessee shall pay for all Utilities for the Premises. The metering devices installed by the Lessee for such Utilities shall be installed at the cost of the Lessee and shall become the property of the County upon installation. No failure, delay or interruption in supplying any services for any reason whatsoever (whether or not a separate charge is made therefor) shall be construed to be an eviction, actual or constructive, of the Lessee or grounds for any diminution or abatement of rental or shall be grounds for any claim by the Lessee under this Agreement for damages, consequential or otherwise.

(f) Late Payments - Interest. The County shall be entitled to collect interest at the rate of eighteen percent (18%) or the maximum rate permitted by law, whichever is less, per annum from the date due until the date paid on any amounts that are past due under this Agreement. The right of the County to require payment of such interest and the obligation of the Lessee to pay same shall be in addition to and not in lieu of the right of the County to enforce other provisions herein, including termination of this Agreement, and to pursue other remedies provided by law.

(g) Dishonored Check or Draft. In the event the Lessee delivers a dishonored check or draft to the County in payment of any obligation arising under this Agreement, the Lessee shall incur and pay a service charge in an amount to cover any charges imposed on County due to the dishonored check or draft, if any. If such event shall occur more than one time in any five (5) Year period, County may require that future payments be made by cashier's check or other means acceptable to County.

SECTION 5. USES OF THE PREMISES

(a) Aeronautical Use of the Premises is a requirement of the Lease and County and Lessee agree and acknowledge the contemplated improvements and uses provided for herein and set forth in Exhibit "C" constitute an Aeronautical Use of the Premises.

(b) Lessee shall use the Premises for Aeronautical Uses, specifically but not exclusively, for runway dependent activities, such as by way of example but not limitation, final assembly of aircraft or maintenance, repair and operation (MRO) services, anddesigning and manufacturing aerostructure/airframe and related parts and equipment, assembling aircraft, and similar related aviation uses and services, all being duly approved by the FAA; and as a maintenance organization approved by both domestic and foreign governmental agencies as applicable, and for general office uses, and for no other purpose unless approved in writing by County through its County Administrator. Lessee's activities shall comply with any Applicable Laws. Lessee shall have the right to use the Runways and Taxiways, and other portions of the Airport not under the exclusive control of another tenant or operator at the Airport, in common with other users of the Airport and consistent with the terms and conditions of this Agreement.

(c) In connection with sales and services to the public, if any, Lessee shall comply in all respects with the Airport Minimum Standards and shall furnish good, prompt and efficient service adequate to meet all demands for its services at the Airport and shall conduct such hours of business as may be necessary to so provide these services in compliance with the Minimum Standards. Such services will be furnished on a fair, equal and nondiscriminatory basis to all users thereof and charges shall be fair, reasonable and non-discriminatory for each unit of sale or service. Lessee, however, shall be permitted to grant reasonable and non-discriminatory discounts, rebates, or other types of price reductions to volume purchasers. As used in this section, the word "services" shall include the furnishing of parts, materials and supplies (including the sale thereof as well as furnishing of service).

(d) Lessee shall comply with FAA Advisory Circular No. 150/5300-13 concerning Airport Design and Chapter 333, Florida Statutes concerning Airport Zoning as applicable.

(e) Nothing in this Agreement shall be deemed to prohibit Lessee from requiring the Lessee's Parties and any others entering upon or using the Premises at any time during the Term to observe reasonable and non-discriminatory rules and standards of conduct to maintain the Premises in the manner required by the terms of this Agreement and to preserve the Lessee's and its sublessees' peaceful enjoyment of the Premises. In addition, nothing in this Agreement shall be deemed to prohibit Lessee from taking any lawful action to enforce compliance with the terms of this Agreement, including the right to exclude lawfully

individuals from entering or remaining upon the Premises.

(f) Damage to Airport Facilities. Lessee shall be responsible for any and all damage to the Airport caused by Lessee or the Lessee's Parties including, but not limited to, damage to terminal areas, ramp and taxiway areas, engine run-up areas, Runways, hangar facilities and any and all areas where any activities are performed by Lessee.

SECTION 6. ENVIRONMENTAL COMPLIANCE; ENVIRONMENTAL CONTAINMENT AND REMOVAL

(a) Lessee's Environmental Responsibilities. With regards to Lessee's environmental responsibilities, Lessee agrees to comply with all existing and future Airport Minimum Standards and Applicable Laws, and the requirements of any development order covering the Airport issued to the County pursuant to Chapter 380, Florida Statutes; provided, however, no future Airport Minimum Standards or any requirements of any development order covering the Airport issued to the County pursuant to Chapter 380, Florida Statutes, adopted or approved by the County shall adversely impact Lessee's uses as permitted herein unless mandated by Applicable Law.

Lessee agrees that it will treat, store, use, or handle any Hazardous Materials on the Premises in excess of those required to carry out its authorized activities at the Premises and that all such Hazardous Materials will be stored, used and disposed of in accordance with Applicable Laws.

Lessee shall maintain and make available to County upon request an accurate inventory list (including quantities) of all Hazardous Materials on the Premises, whether stored, disposed of or recycled, available at all times for inspection at any time on the Premises by County officials and also by any other Governmental Authority personnel having jurisdiction over the Premises, for implementation of proper storage, handling and disposal procedures.

Lessee agrees that a twenty-four (24) hour emergency coordinator and phone number shall be furnished to County and to such applicable Governmental Authorities in case of any spill, leak or other emergency situation involving Hazardous Materials. Designation of this emergency coordination may be required by Applicable Laws. Lessee agrees to provide County copies of all permit application materials, permits, monitoring reports, environmental response plans, and regulated materials storage and disposal plans related to the Premises.

Lessee shall at all times be responsible for any discharge, disposal or release of any Hazardous Materials at the Premises or upon any other Airport property occupied, utilized or accessed by Lessee in any manner whatsoever, occurring after the Effective Date that was caused or exacerbated by Lessee or any of Lessee's Parties.

If Lessee is deemed to be a generator of hazardous waste, as defined by Applicable Law, Lessee shall obtain an EPA identification number and the appropriate generator permit and shall comply with all Applicable Laws regarding to a generator of hazardous waste including, but not limited to, ensuring that the appropriate transportation and disposal of

such materials are conducted in full compliance with Applicable Laws.

Lessee shall, at the Lessee's expense, and upon demand of County or any of its agencies or any other Governmental Authority, promptly contain, remove and remediate any Hazardous Materials discharged, disposed or released on the Premises or upon any other Airport property occupied, utilized or accessed by Lessee or the Lessee's Parties in any manner whatsoever, occurring after the Effective Date of this Agreement that is caused by Lessee or Lessee's Parties. If Lessee does not take action promptly to have such Hazardous Materials contained, removed and abated, the County or any of its agencies may, upon reasonable notice to Lessee (which notice shall be written unless an emergency condition exists, as determined by the County, at its sole discretion), undertake the removal of the Hazardous Materials; however, any such action by the County or any of its agencies shall not relieve the Lessee of its obligations under this or any other provision of this Agreement or as imposed by law. No action taken by either the Lessee or the County to contain or remove any Hazardous Materials, or to abate a release, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the Person who caused the release. The Lessee shall perform remediation of any impacted property as aforesaid, in accordance with timetables acceptable to the County. The County shall have the right to pursue damages and any and all other available remedies from the Lessee if the Lessee does not comply with any of its obligations hereunder.

The provisions of this subsection shall be in addition to, and not a limitation of, any rights or remedies of the County under any of the other provisions of this section or under any other provisions of this Agreement.

(b) Lessee shall be responsible for the release of any Hazardous Materials and the associated impacts to the environment from such a release of Hazardous Materials, which release was directly or indirectly caused by Lessee or any of Lessee's Parties that occurs on the Premises or occurs upon any other Airport property after the Effective Date of this Agreement, that is in an amount that is in violation of any Applicable Law or in violation of an order or directive of any Governmental Authority. Any such Hazardous Materials and associated impacts to the environment, shall at the Lessee's expense, and upon demand of County or any of its agencies or any other Governmental Authority, be promptly contained, removed and remediated to meet the requirements of Applicable Laws, and to the satisfaction of County. The remediation must continue until the Governmental Authorities with jurisdiction have determined that no further action is necessary; it being understood and agreed that Lessee shall be obligated to clean-up and remediate the Premises to achieve such standards or clean-up levels as are reasonably required by the County for properties at the Airport. The firm(s) conducting the site inspection or the site cleanup work must be qualified and approved by County, and the methodology used by such firm shall be consistent with the then current engineering practices and methods required by the State of Florida or the United States government and be acceptable to County. Lessee understands and agrees that it is strictly liable for any environmental violation or harm, or any contamination to the soil or the water table under the Premises to the extent caused by Lessee or occurring by reason of Lessee's use or occupancy of the Premises. Said liability shall extend beyond the term of the Lease until the Premises are retested and determined to be free of contamination.

(c) If County receives a notice from any Governmental Authority asserting a violation by Lessee of Lessee's covenants and agreements contained herein, or if County has reason to believe that such a violation has occurred, including but not limited to the release of Hazardous Materials on the Premises, the County shall notify Lessee of said violation and require the Lessee to actively perform and complete environmental assessment and remediation which may be required as the result of any such violation. Such activities will be performed at the sole expense of the Lessee, despite the acceptance of any site into any government funded cleanup program which might not require immediate assessment or remediation based on a site ranking or scoring within that program. If the County requires remediation of any such site, then such site shall, at the Lessee's expense and upon demand of County, be promptly contained, removed and remediated to the satisfaction of County. The Lessee shall perform assessment and remediation of any impacted property in accordance with timetables acceptable to the County and so as to achieve a timely remediation of the site that does not impede any County development or other County plans.

(d) Lessee shall provide County with notice of releases of Hazardous Materials occurring at any area used by Lessee or caused or exacerbated by Lessee's operations at the Airport within twenty-four (24) hours of learning of such release. Upon request by County, Lessee shall make all documentation required by this subsection available for the review of County representatives.

(e) County, upon written notice to Lessee, shall have the right to inspect all documents relating to the environmental condition of the Premises, including without limitation, the release of any Hazardous Materials on the Premises, or any curative, remediation, or monitoring efforts, and any documents required to be maintained under Applicable Laws or any development order issued to the County pertaining to the Airport, pursuant to Chapter 380, Florida Statutes.

(f) If the County arranges for the removal of any Hazardous Materials or the associated impacts to the environment from a Release of Hazardous Materials which release was directly or indirectly caused or exacerbated by Lessee or any of Lessee's Parties that occurs at the Premises after the Effective Date all reasonable costs of such removal incurred by the County shall be paid by Lessee to the County within ten (10) Days of County's written demand.

(g) Nothing herein shall relieve Lessee of its general duty to cooperate with the County in ascertaining the source and containing, removing and abating any Hazardous Materials.

(h) Within the last sixty (60) days of the Termination Date or within sixty (60) days after earlier Lease termination, County shall have the right, at the County's sole expense, to have an environmental inspection performed to determine the status of any Hazardous Materials, including, but not limited to asbestos, PCBs, PFAS, and urea-formaldehyde, and radon gas existing on the Premises or whether any said substances have been generated, released, stored or deposited over, or then exist beneath or on the Premises from any source.

(i) The provisions of this section shall survive the expiration or other termination of this Agreement.

SECTION 7. CONSTRUCTION BY LESSEE

(a) Lessee agrees to develop the Premises similar to the Proposed Improvement Plan, which is currently attached as Exhibit C to this Agreement is hereby approved by County, which Proposed Improvement Plan is subject to change, in Lessee's reasonable discretion based on market conditions and other applicable factors. If the Proposed Improvements have not been finalized by Lessee as of the date of execution of this Lease, Lessee agrees to submit an updated and revised Proposed Improvements Plan to the County for review and approval. County and Lessee agree that the Proposed Improvements shall be designed and constructed consistent with the phasing plan set forth in Exhibit C, as may be amended. The total value of the intended development, improvements, and expansion of facilities over the term of the Lease is estimated to be more than $30 million. Prior to the Completion Date, Lessee shall use commercially reasonable efforts to construct and complete the Improvements on the Premises. No work may be performed on the Premises except for such work that has been approved by County, as well as all other required Governmental Authorities and performed pursuant to the Approved Plans. The approval by County of any plans, specifications, or designs shall not constitute a representation or warranty as to such conformity, and the responsibility for compliance shall at all times remain with Lessee.

(b) Construction Contracts. The Lessee shall provide County Administrator a copy of each general or prime construction contract. All construction contracts must contain the provisions and insurance coverage required by this Agreement, including but not limited to the Required Federal Provisions, if any. The copies Lessee provides to the County Administrator of each general or prime construction contract may have Sensitive Financial Information redacted.

(c) Plans and Specifications; As-Builts. Prior to the commencement of construction or refurbishment of any facilities on the Premises, Lessee shall submit to County Administrator for County's written approval, which approval shall not be unreasonably withheld, conditioned or delayed if not inconsistent with the Airport Minimum Standards and are consistent with the provisions of this Agreement, a site plan, survey and complete plans and specifications of the contemplated construction. A condition precedent to County's approval of the plans and specifications is the review by the County's Growth Management Department, Building Department, and any other applicable County agency, as well as any other Governmental Authority having jurisdiction, if any. County may refuse to grant approval if, in County's opinion, the proposed facilities as shown on such plans and specifications will fail to comply with the provisions of this Agreement. The County agrees to review and approve all plans, permits and approvals in an expedited manner.

(1) The plans and specifications shall be certified by an architect or engineer licensed to practice in the State of Florida and shall include without limitation the working drawings, technical specifications, schedule(s) for accomplishing Improvements, schedule(s) of finishes and graphics, list(s) of furnishings, fixtures and equipment, and any such other information as may be required by County other than Sensitive Financial Information. All construction, Improvements, signs, equipment and landscaping must be made in accordance with the requirements set forth in this Agreement and must conform to the standard requirements of County that are

applicable to tenants of the Airport.

All of the plans and specifications shall be in such detail as may reasonably permit County to make a determination as to whether the facilities will be consistent with the provisions of this Agreement, Applicable Laws, and the standards of County. The plans and specifications for the facilities that have received County's written approval, and any amendments and changes thereto that have received County Administrator's written approval (if required), are hereinafter referred to collectively, as the "Approved Plans."

All plans and specifications, including without limitation "as built" plans provided, shall not identify any conduit ducts for cable, telecommunications, electric service, and the like by any specific company name, and such plans shall identify the purpose of such conduits by generic reference only (e.g., "phone conduit," "telecommunications conduit," or "power conduit").

(2) FAA. All Improvements must be coordinated with the FAA, including the filing of required forms and the provision of any documentation the FAA may request if any. County and Lessee will confer and cooperate in good faith to comply with Federal Requirements.

(d) Upon approval of plans, specifications and schedules by County and the obtaining of all other necessary governmental approvals, the Lessee shall promptly begin construction, installation or refurbishment of the approved facilities and Improvements. Any work impacting portions of the Airport other than the Premises shall be performed within schedules approved by County Administrator.

(e) Any and all construction shall be performed in such a manner as to provide that all facilities and Improvements shall: be structurally sound and safe for human occupancy, and free from any hazards; provide sufficient clearance for Taxiways and Runways, and shall not intrude into any aeronautical surfaces or exceed any height limitations and shall not interfere with the operations of arriving and departing aircraft at the Airport; be designed for use for only those purposes permitted this Agreement; and comply with the terms and provisions of this Agreement, Airport Minimum Standards, and all Applicable Laws.

(f) ADA Compliance. All Improvements hereafter made to the Premises shall be in conformity and consistent with all applicable provisions of the Americans with Disabilities Act of 1990, as same may be amended from time to time.

(g) County reserves the right to require that all development within the Airport be consistent with the overall Airport architecture as well as reasonable standards of safety and quality. Notwithstanding the foregoing, County acknowledges that Lessee's construction of the Improvements in accordance with the Approved Plans shall satisfy the aforementioned requirement.

(h) Changes. No material changes shall be made to any Approved Plans, without the prior written approval of County Administrator, which approval shall not be unreasonably withheld,

conditioned or delayed. Any change that requires the issuance of a building permit or modifies an existing building permit shall be considered a material change; provided, however, interior changes which do not involve a material redesign of the space or affect the structure of the Improvements shall not require approval of the County.

(i) Removal, Replacement or Relocation of Utilities. It is understood and agreed that Lessee and County Administrator when necessary shall meet and confer in good faith to come to a mutually agreeable plan for any removal, replacement, or relocation of Utilities. The parties agree any Utilities shall comply with any Applicable Laws. Upon mutual agreement of a plan for the development of Utilities, Lessee shall be responsible for all reasonable costs associated with any removal, replacement, and relocation of Utilities on or for the Premises. All underground conduits installed at the Premises, whether installed by Lessee or any sublessee, for Utilities shall be deemed leasehold Improvements and ownership thereof shall be vested in the County upon installation. All such conduits shall be installed by the Lessee at its expense, and shall be free of all liens, claims and encumbrances, including any claims of any Utilities provider.

(j) Meetings with County Administrator. If requested by County Administrator, the Lessee and its architect/engineer and contractor shall meet with County Administrator in periodically, mutually agreeable, scheduled meetings to assess the current status of completion of the Improvements.

(k) Within ninety (90) Days after the CO Date with respect to any Improvements, the Lessee shall at its expense, provide County with a complete set of "as built" plans and specifications, including Mylar reproducible "record" drawings, and one set of machine-readable disks containing electronic data in an AUTOCAD format or as otherwise approved by the County Administrator.

(l) Liens. Lessee hereby represents, warrants, and covenants to the County that from and after the Effective Date, the Premises and all Improvements hereafter constructed or placed thereon shall be at all times free and clear of all liens, claims and encumbrances. If any lien or notice of lien shall be filed against the Premises or any Improvements, the Lessee shall, within thirty (30) Days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction. Nothing herein shall constitute a waiver of County's sovereign immunity from any liens on County's land or property, including the Premises.

(1) Within one hundred twenty (120) Days following the CO Date with respect to all Improvements, the Lessee must provide to County, a certified statement from the construction contractor(s) specifying the Improvements are free and clear of all liens, claims or encumbrances by any material suppliers, subcontractors, or laborers. Lessee shall provide, upon request, such back-up documentation and releases of lien as County may require.

(m) All Improvements, including but not limited to hangars, shall become County's property upon construction or installation and shall be surrendered with and remain on the Premises upon the expiration or termination of this Agreement. For the avoidance of doubt and

confusion, Improvements shall not include Lessee's personal property, furnishings, movable equipment, trade fixtures and other items not permanently affixed to the Premises. Lessee agrees that neither it nor any successor or assign of the Lessee will pursue or file any claim against County claiming compensation for the cost of any Improvements under a theory of inverse condemnation or otherwise or for any taking and does further release County from any claim, presently or in the future. Notwithstanding the foregoing, County shall have the option to require Lessee to remove any Improvements made by Lessee to the Premises during the Term, other than buildings located on the Premises, at Lessee's own expense and cost, and without any costs or expenses to County, so long as County provides written notice to Lessee within thirty (30) days of termination/expiration of this Agreement. If County exercises such option and Lessee fails to remove such Improvements as provided herein, County may remove said Improvements, and the cost incurred by County for the removal shall e the responsibility of Lessee who shall reimburse County for all such costs incurred. In all cases, the Premises will be delivered to County in as good as condition as when this Agreement began, reasonable wear and tear and matters covered by insurance excepted.

(n) Non-structural Modifications. Lessee shall not make any non-structural modifications, such as painting the exterior of any structure or changing the layout of any offices without affecting the structural integrity of the building, without giving Airport Director five (5) business days' written notice of such proposed modifications. If Airport Director does not respond within thirty (30) days after Airport Director's actual receipt of Lessee's notice, the request shall be deemed approved. If Airport Director responds within thirty (30) days requesting additional information necessary to evaluate and consider such request, Lessee shall provide Airport Director the requested information, including backup documentation if any. The Airport Director shall have an additional thirty (30) days from receipt of all requested additional information to respond, failing which the request shall be deemed approved. The Airport Director's approval of Lessee's request shall not be unreasonably withheld or conditioned.

(o) The County agrees to work and reasonably cooperate with Lessee to apply for and obtain federal and state grant funding, and other potential funding sources, for the construction and maintenance of the Improvements and Lessee's operation, as may be available to the Airport, the County or Lessee. In the event Lessee receives any grant or similar funding and such grant or similar funding requires the assignment of the Lease to the funding agency or other funding sources, Lessee shall be permitted to assign the Lease as may be required by said grant or other funding and, in such event, shall enter into a sublease agreement with the funding agency to allow Lessee to operate the Premises as contemplated in this Lease.

SECTION 8. CONSTRUCTION CONTRACTS, BONDS, INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR CONTRACTORS

(a) Payment and Performance Bonds. Lessee agrees that before commencing Improvements or other construction work, the total cost of which will be in excess of the amount specified in Section 255.05, Florida Statutes, Lessee shall require the contractor to maintain, at all times, a valid payment bond and performance bond as presently required by Section 255.05, Florida Statutes (or as otherwise required by Applicable Laws), which bonds shall be in an amount equal to the contract price construction cost of the work or leasehold modification work. Each bond must guarantee to the County the completion of the work being performed by the contractor as well as full payment of all suppliers, material suppliers,

laborers and subcontractors employed in the project. If Section 255.05, Florida Statutes is amended after the Effective Date, the amended Section 255.05, Florida Statutes will apply to this Agreement on and after the Effective Date of the statutory amendment.

In the event the construction of Improvements or other construction work is for an amount less than the amount specified in Section 255.05, Florida Statutes, Lessee shall be wholly liable for the work being completed and that all suppliers, laborers and subcontractors are promptly compensated for their products and services in accordance with their subcontracts or other agreements. If the work does not get completed for any reason or any supplier, laborer and subcontractor is not compensated (to the extent same is a breach by Lessee of its obligations under a contract), then Lessee shall be deemed to be in default of this Agreement and Lessee shall have thirty (30) Days in which to cure the violation, or if such default cannot be cured within thirty (30) Days Lessee shall commence activities necessary to cure said default within thirty (30) Days and diligently pursue same to completion. It shall be the responsibility of the Lessee to provide written proof to County that the default has been remedied within the cure period's thirty (30) Days.

(b) Construction Contract Provisions. Lessee agrees to abide by and include the following provisions in all contracts it enters into with contractors in connection with the construction and completion of any Improvements to the Premises:

> "The Contractor shall indemnify, save, hold harmless, and defend the County against all claims, liabilities, losses, costs, expenses, fines and damages whatsoever on account of any loss, injury, death or damage including attorneys' fees and costs and all other legal expenses of any kind at all stages of mediation, arbitration or litigation including any and all appeals, arising from Contractor's use of the Premises or arising out of activities conducted by Contractor on the Premises, except to the extent caused by County's gross negligence or willful misconduct. Further, the Contractor agrees to defend and hold the County harmless against any and all claims and suits as described above at the Contractor's sole cost and expense with no cost and expense to be incurred by the County. These indemnifications shall survive the Term of this Agreement."

(c) Insurance Requirements for Construction Contracts.

(1) Lessee agrees to include the following insurance language in any agreement it enters into with any contractors performing work at Premises and Lessee further agrees to provide to County (prior to commencement of any Improvements and by no later than the pre-construction meeting held by County with the Lessee) with certificates of insurance evidencing the contractor's compliance with the requirements of this section:

A. Without limiting any of the other obligations or liabilities of Contractor, Contractor shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by Lessee (or for such duration as is otherwise specified hereinafter), the insurance coverages set forth herein.

1. Workers' Compensation Insurance shall be provided to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all Applicable Laws. Contractor shall include a waiver of subrogation against County.

2. Comprehensive General (or Commercial Liability Insurance) and Builder's Risk Insurance shall be provided consistent with the Airports Minimum Standards. Coverage must include: Premises and Operations; Independent Contractors; Products and Completed Operations; Explosion, Collapse and Underground Coverages; Contractual Insurance; Personal Injury; Broad Form Property Damage; Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and indemnification agreement; Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

   Contractor shall maintain in force until at least three (3) Years after completion of all work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage and Broad Form Contractual Coverage.

3. Business Automobile Liability Insurance shall be provided consistent with the Airports Minimum Standards, for Bodily Injury Liability and Property Damage Liability.

B. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. The Commercial General Liability policy and excess Liability policy shall specifically protect County by naming Martin County and its Board of County Commissioners as an additional insured. Contractor shall include a waiver of subrogation against County.

C. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Contractor is completed. All policies must be endorsed to provide County with at least thirty (30) Days' notice of cancellation. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) Days prior to the date of their expiration. Any insurance coverage that is written on a claims-made basis must remain in force for two (2) Years after the termination of this Agreement or such lesser period as may be standard industry practice."

(2) Lessee shall provide to County, not less than five (5) Days prior to commencement of any Improvements at the Premises, certificates of insurance evidencing the insurance coverage as specified above naming Martin County and its Board of County Commissioners, as an additional insured. The required certificates of

insurance shall not only name the types of coverage provided, but also shall refer specifically to this Agreement with the type of insurance which is being furnished, and shall state that such insurance is as required by such sections of this Agreement. If the initial insurance expires prior to the completion of the Improvements, renewal certificates of insurance shall be furnished at least thirty (30) Days prior to the date of their expiration. Insurance shall not be canceled, modified, or restricted, without at least thirty (30) Days prior written notice to County, and Lessee will require Contractor require Contractor to obtain the same insurance endorsements if commercially available. The aforesaid minimum limits of insurance shall be reviewed from time to time by County and may be adjusted if County determines that such adjustments protect County's interest and such limits are generally industry standard for similar projects on government-owned property. When such policies or certificates have been delivered by the Lessee to the County as aforesaid and at any time or times thereafter, the County may notify the Lessee, in writing, that the insurance represented thereby does not conform to the provisions hereof because of the amount or because of the insurance company or for any other reason, and the Lessee shall have ten (10) Days in which to cure any such defect.

Lessee shall have Martin County and its Board of County Commissioners named as a certificate holder for all coverage and an additional insured for its General Liability and Excess Liability coverage. The Contractor's certificate of insurance shall be in a form that is satisfactory to the County, including but not limited to a waiver of subrogation.

(d) Lessee shall provide County with the certificates of insurance and any other documentation required by this Agreement.

SECTION 9. OBLIGATIONS OF THE LESSEE

(a) Lessee covenants and agrees to observe and obey, and to require the Lessee's Parties and those doing business with it, to observe and obey Airport Minimum Standards and any Applicable Laws in connection with Lessee's conduct and operations on the Premises as may from time to time be promulgated. The obligation of the Lessee to require such observance and obedience on the part of the Lessee's Parties and business visitors shall pertain only while such Persons are on or in occupancy of any portion of the Premises.

(b) Lessee and all Lessee's Parties shall conduct their operations hereunder in an orderly and commercially reasonable manner, considering the nature of such operations so as not to unreasonably annoy, disturb, endanger or be offensive to others at the Airport.

(c) Lessee and all Lessee's Parties shall comply with the Airport's Wildlife Hazard Management Plan, as required by 14 CFR § 139.377(f) in connection with Lessee's conduct and operations on the Premises.

(d) Lessee and all Lessee's Parties shall employ and enforce reasonable standards (subject to Applicable Laws) regulating the conduct, demeanor and appearance of the Lessee's Parties and of those doing business at the Premises and, upon objection from County concerning

the conduct, demeanor and appearance of any such Persons, shall promptly take all reasonable steps necessary to remove the cause of objection (subject to Applicable Laws).

(e) Lessee and all Lessee's Parties shall remove from the Airport or otherwise dispose of in a manner approved by County all garbage, debris and other waste materials (whether solid or liquid) arising out of the occupancy of the Premises or out of any operations conducted thereon. Any of such as may be temporarily stored in the open, shall be kept in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers and to be of a design safely and properly to contain whatever material may be placed therein. The Lessee shall use extreme care when effecting removal of all such waste and shall comply with Airport Minimum Standards and all Applicable Laws.

(f) Lessee and all Lessee's Parties shall commit no nuisance, waste or injury on the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste or injury on the Premises.

(g) Lessee and all Lessee's Parties shall not create nor permit to be caused or created upon the Premises any obnoxious odors or smokes or noxious gases or vapors; provided, however, that fumes resulting from the normal operations of properly certified and maintained aircraft and properly maintained trucks and other vehicles shall be excepted from this provision. Lessee and all Lessee's Parties shall ensure that emissions generated by any such aircraft, trucks, and other vehicles shall comply with all provisions of Applicable Laws.

(h) Lessee and all Lessee's Parties shall not do or permit to be done any act or thing upon the Premises:

(1) which will invalidate or conflict with any fire insurance policies covering the Premises or any part thereof or other contiguous premises at the Airport; or

(2) which may constitute a hazardous condition so as to increase the risks normally attendant upon the operations permitted by this Agreement.

(i) All flammable liquids that are kept or stored at the Premises must at all times be handled, stored and used in accordance with all Airport Minimum Standards and all Applicable Laws.

(j) Lessee and all Lessee's Parties shall not fuel or refuel aircraft or other equipment in the covered and enclosed portions of the Premises without prior approval of County Administrator, provided, however, that the Lessee shall not be prohibited from using gasoline or other fuel in such enclosed portions where necessary in repairing and testing component parts and, in such event, all precautions reasonably necessary to minimize the hazard created by such use shall be taken and all applicable requirements of all governmental authorities having jurisdiction shall be complied with.

(k) Lessee and all Lessee's Parties shall prevent access to the Taxiways and Runways from the Premises, except for aircraft equipped with radio transmission devices suitable for use as required thereon.

(l) From time to time and as often as reasonably required by County or any governmental authority having jurisdiction, Lessee and all Lessee's Parties shall conduct pressure, water flow, and other appropriate tests of the fire extinguishing system and apparatus which are maintained by the Lessee or any sublessee.

(m) Derelict Aircraft and Vehicles. Lessee and all Lessee's Parties shall not permit on the Premises the arrival, presence, temporary or permanent storage of Derelict Aircraft or derelict vehicles. Lessee and all Lessee's Parties shall comply with Airport Minimum Standards and all Applicable Laws with respect to the removal of Derelict Aircraft and derelict vehicles from the Premises.

SECTION 10. INGRESS AND EGRESS

(a) Lessee, the Lessee's Parties, suppliers of material and furnishers of services, shall have ingress and egress to the Premises via appropriate public ways to be used in common with other tenants and users of the Airport, provided that the County may, from time to time, substitute other suitable means of ingress and egress, so long as an alternate adequate means of ingress and egress is available at all times.

(b) Subject to the provisions of this Agreement, Lessee and the Lessee's Parties shall have ingress and egress between the Premises and the Taxiways and Runways to be used in common with other tenants and users of the Airport, provided that Airport Director may, from time to time, substitute other suitable means of ingress and egress, so long as an alternate adequate means of ingress and egress is available, at all times.

(c) The County may at any time temporarily or permanently close or consent to or request the closing of any roadway, Taxiway, Runway and any other area at the Airport presently or hereafter used as such, so long as an alternate adequate means of ingress and egress is made available to the Premises at all times. To the extent any such temporary or permanent closure will adversely impact Lessee's operations, the County agrees to make reasonable efforts to minimize any such impact and will make reasonably efforts to coordinate with Lessee prior to any such closure. The Lessee hereby releases and discharges the County, its successors and assigns, of and from any and all claims, demands or causes of action which the Lessee may now or at any time hereafter have against any of the foregoing arising or alleged to arise out of the closing of any street, roadway, Taxiway, Runway or other area used as such, whether within or outside the Airport, provided that the County makes available to the Premises an adequate means of ingress and egress.

SECTION 11. COMPLIANCE WITH GOVERNMENTAL PROCEDURES

(a) Lessee shall comply with Airport Minimum Standards and all Applicable Laws. County agrees to and shall ensure that the Airport, other than the Premises and Improvements constructed by Lessee, complies with the Airport Minimum Standards and all Applicable Laws so as not to adversely affect Lessee's use of the Premises and other permitted areas under and as authorized under this Agreement.

(b) The obligation of the Lessee to comply with Airport Minimum Standards and all Applicable

Laws is provided herein for the purpose of assuring proper safeguards for the protection of Persons and property on the Premises. Such provision is not to be construed as a submission by the County to the application to itself of such requirements or any of them.

(c) The Lessee agrees to permit entry, inspection, and testing, at all reasonable times, during normal business hours, and upon reasonable notice (except in the case of emergencies if prior notice is not possible), by inspectors of any Governmental Authority having jurisdiction under any Applicable Law. This right of entry, inspection and testing shall impose no duty on the County to take any such action and shall impart no liability on the County should it not take any such action.

SECTION 12. MAINTENANCE AND REPAIR

(a) Lessee shall throughout the Term assume the entire responsibility and shall relieve the County from all responsibility for all repair and maintenance whatsoever on the Premises (which shall include, without limitation, all buildings and Improvements thereon), whether such repair or maintenance be ordinary or extraordinary, structural or otherwise, unless such repair or maintenance is the result of the County's gross negligence or willful misconduct. Maintenance and repairs shall be in quality and class comparable to the original work, to preserve the Premises in good order and a professional, tenantable condition, normal wear and tear excepted. Specifically, Lessee shall:

(1) Keep the Premises at all times in a clean and orderly condition and appearance, including without limitation, upkeep and maintenance of all landscaping and upkeep and maintenance of all of the Lessee's fixtures, equipment and personal property which are located in any part of the Premises which is open to or visible by the general public.

(2) Provide and maintain all obstruction lights and similar devices, fire protection and safety equipment and all other equipment of every kind and nature at the Premises required by Airport Minimum Standards and any Applicable Law.

(3) Repair any damage to the paving or other surface of the Premises caused by Lessee or Lessee's Parties, including without limitation any oil, gasoline, grease, lubricants or other liquids and substances having a corrosive or detrimental effect thereon and report the incident of such spill pursuant to this Agreement.

(4) Be responsible for the maintenance and repair of all Utilities located on the Premises unless repair is necessary due to an event originating off the Premises or the result of the County's gross negligence or willful misconduct.

(b) County shall have the right to enter the Premises at reasonable times, during normal business hours, and upon prior reasonable notice to inspect same for purposes of determining if the Lessee is maintaining the Premises as required by this Agreement, provided such inspection shall not interfere with Lessee's operations as permitted in this Agreement. In the event Lessee fails in any material respect to commence to maintain, clean, repair, replace, rebuild or paint within the period of time required by this provision and after written notice from

County to do so and an opportunity to cure; or fails in any material respect diligently to continue to completion the maintenance, repair, replacement, rebuilding or painting of all of the Premises required to be maintained, repaired, replaced, rebuilt or painted by the Lessee under the terms of this Agreement, County may, at its option, and in addition to any other remedies which may be available to it, maintain, repair, replace, rebuild or paint all or any part of the Premises included in said notice and the cost thereof, as determined by County, shall be payable by the Lessee upon demand. The Lessee shall have a period of thirty (30) Days to commence any required action hereunder, except for emergency and public safety items which shall be immediately undertaken by Lessee.

SECTION 13. INSURANCE REQUIREMENTS

(a) Lessee shall, at a minimum, provide, pay for, and maintain in force from the Effective Date and at all times during the Term of this Agreement (unless otherwise provided), the insurance coverages set forth in the subsection and subparagraphs below, in accordance with the terms and conditions required by this Agreement. Such policy or policies shall contain such deductible amounts as are reasonable and customary for the type of business and geographic area (for example and hypothetically, 5% for windstorm), shall be issued by companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in the State of Florida. Lessee shall specifically protect County by naming Martin County and its Board of County Commissioners as additional insureds under the Airport Liability or Commercial General Liability Policy and all environmental and impairment liability policies only.

(1) Notwithstanding the above, the parties agree that Lessee shall at a minimum, provide, pay for, and maintain in full force and effect those insurance coverages relating to General Liability and Workers Compensation as set forth in the subsection and subparagraphs below and in accordance with the terms and conditions required by this section.

(2) Upon the County Administrator's request, Lessee shall provide the County proof of all the insurance coverage requirements as set forth in this Agreement.

(b) Lessee shall, during the Term of this Agreement, insure and keep insured to the extent of not less than one hundred percent (100%) of the insurable replacement value thereof, all buildings, structures, contents, Improvements, fixtures and equipment on the Premises against such hazards and risks as may now or in the future be included under the Standard Form of Fire and Extended Coverage insurance policy of the State of Florida and also against windstorm and water damage from hurricanes, tornados, or other similar weather events and as otherwise required by the Airports Minimum Standards. County shall be specifically named as an additional insured as "Martin County and its Board of County Commissioners".

The property insurance carried by County shall be excess over any other valid and collectible insurance carried by the Lessee, including but not limited to the insurance obtained by Lessee pursuant to this Agreement.

County acknowledges and agrees that due to the age and condition of the existing

Improvements on the Premises, the amount of insurance on the existing Improvements shall be for an amount estimated to cover demolition and removal costs of the existing Improvements in the event of an act of God or casualty, with a policy limit amount of not less than $500,000.

(c) Airport Liability or Commercial General Liability Insurance shall be provided to protect against bodily injury liability and property damage in an aggregate amount required by Airport Minimum Standards. Coverage must include: Premise and Operations, Personal Injury, Independent Contractors, Broad Form Property Damage and Broad Form Contractual Coverage covering all liability arising out of the terms of this Agreement. Lessee is responsible for all deductibles in the event of a claim.

(d) Business Automobile Liability Insurance shall be provided in an amount required by the Airport Minimum Standards for bodily injury and property damage liability for all non-airside driving for all airside driving. Coverage must include: Owned, Non-owned and Hired vehicles.

(e) Environmental and Impairment Liability Insurance, that is, an insurance policy that covers liability and cleanup costs associated with discharge of Hazardous Materials, shall be provided in the minimum amount of One Million Dollars ($1,000,000.00) per claim, subject to a maximum deductible of Fifty Thousand Dollars ($50,000.00) per claim. Such policy shall include a Two Million Dollars ($2,000,000.00) annual policy aggregate and name County as additional insured. Lessee is responsible for all deductibles in the event of a claim.

(f) Prior to Lessee being in the care or custody of aircraft on the Premises, Lessee shall obtain Hangarkeepers Liability Insurance to protect the County against liability for any and all damage claims in a minimum amount of Fifty Million Dollars ($50,000,000) per claim for bodily injury and property damage and an aggregate amount of One Hundred Million Dollars ($100,000,000)

(g) Workers' Compensation and Employer's Liability Insurance shall be provided to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all Applicable Laws and the Airport Minimum Standards.

(h) Upon County Administrator's request, Lessee shall furnish to County Administrator the Certificates of Insurance evidencing the insurance coverages specified by this section.

(i) Coverage is not to cease and is to remain in force (subject to cancellation notice) throughout the Term of this Agreement and until all performance required hereunder is completed. Lessee will endeavor to provide County Administrator with insurance renewal certificates at least thirty (30) Days prior to cancellation or such lesser time as is standard industry practice. Any insurance coverage that is written on a "claims made" basis must remain in force for two (2) Years after the termination of this Agreement. Comprehensive General and Commercial Liability Insurance shall be written on an "occurrence" basis and shall not be written on a "claims made" basis.

(j) Subrogation. Notwithstanding anything to the contrary herein, Lessee waives any right of recovery against County for any loss or damage to the extent the same is required to be

covered by Lessee's insurance hereunder. Lessee shall obtain from its insurers a waiver of any subrogation the insurer may have against County in connection with any loss or damage covered by Lessee's insurance.

(k) Compliance with the foregoing requirements shall not relieve the Lessee of its liability and obligations under any other provision of this Agreement.

SECTION 14. DAMAGE TO OR DESTRUCTION OF PREMISES

(a) Lessee shall procure and maintain commercial property insurance on the structures, hangars, and any Improvements made issued on an All Risk form, with the County listed as an additional loss payee.

(b) Removal of Debris. If the Premises or any part thereof shall be damaged by fire, the elements, or other casualty, the Lessee shall promptly remove all debris resulting from such damage from the Premises, and Lessee shall promptly take such actions and cause such repairs to be made to the Premises as will place the Premises in a neat and orderly condition and as are necessary for the safety of Persons entering upon the Premises. To the extent, if any, that such measures are covered by any insurance obtained by Lessee, the proceeds shall be used for such purpose. If the Lessee shall fail to promptly comply with the provisions hereof, then the County Administrator may after providing written notice to Lessee to comply within ten (10) Days take such measures as it deems necessary to render the Premises in a neat, orderly, and safe condition, and the Lessee shall be responsible for any costs expended by the County in connection therewith.

(c) Minor Damage. If the Premises, or any part thereof shall be damaged by fire, the elements, or other casualty but not rendered untenantable or unusable, then there shall be no abatement of rent and the Premises shall be repaired with due diligence in accordance with the plans and specifications for the Premises as they existed prior to such damage, or in accordance with new plans approved by County pursuant to this Agreement, by and at the expense of the Lessee and, if such damage is covered by insurance, the proceeds thereof shall be used for that purpose.

(d) Major Damage to the Premises or Destruction of the Premises. If the Premises or any part thereof shall be destroyed or so damaged by casualty as to render the Premises untenantable or unusable, then:

(1) The Lessee shall have an option to make the necessary repairs or replacements for the restoration thereof in accordance with the plans and specifications as the same existed prior to such damage or destruction, provided that the Lessee within ninety (90) Days after the occurrence of such damage or destruction notifies the County Administrator in writing that it elects to exercise its option to make the necessary repairs or replacements. If the Lessee elects to make such repairs or replacements it shall do so with reasonable dispatch and, if such destruction or damage was covered by insurance Notwithstanding the foregoing, if a building or structure, such as a hangar, is rendered a total loss for which insurance has coverage, following notification to the County Administrator, the insurance proceeds may be paid to

Lessee for Lessee to use the proceeds to rebuild the structure or building. If Lessee opts not to rebuild the building or structure, the insurance proceeds shall be paid directly to the County.

(2) If the Lessee fails to notify the County Administrator in writing of its intention to make the necessary repairs or replacements within the ninety (90) Day period provided in subparagraph (1), above, or if within said ninety (90) Day period the Lessee notifies the County Administrator in writing that it does not elect to make such repairs or replacements, then the County Administrator may at County Administrator's election make such repairs and replacements provided that the County Administrator notifies the Lessee of its election to do so within thirty (30) Days following the expiration of said ninety (90) Day period. If the County through its County Administrator elects to make such repairs or replacements, it shall do so with reasonable dispatch and without cost to the Lessee, except that if such destruction or damage was covered by insurance, the proceeds thereof shall be adjusted with and paid to the County.

(3) In the event that restoration is made pursuant to either subparagraph (1) or (2) above, or in the event Lessee elects not to restore pursuant to subparagraph (2) above, the Rent shall abate from the date of the damage or destruction until the Premises have been placed in a tenantable and usable condition. All restoration work shall be made pursuant to plans and specifications that have received the prior approval of the County and all such work shall comply with the terms and provisions of this Agreement.

(4) In the event County, , and Lessee elect not to make such repairs and replacements as referred to hereinabove, this Agreement shall terminate ninety (90) Days after the election not to repair.

(e) Emergency Repairs Due to Extreme Weather Events. Notwithstanding the foregoing, if any structure on the Premises, including but not limited to a hangar or office building, is damaged due to a hurricane, flood, tornado, severe windstorm or other extreme weather event causing severe damage to any structure on the Premises, Lessee shall have to right to make emergency repairs immediately to the structure to keep the Premises usable, for example, to make emergency repairs to the roof of a hangar severely damaged due to a hurricane. Lessee shall advise the County Administrator of the emergency repairs within twenty-four hours of making such repairs and provide County Administrator information and documentation upon request whenever practicable. In no event shall the emergency repairs last longer than ninety (90) Days after the event causing the severe damage without the County Administrator's written approval.

SECTION 15. INDEMNITY

(a) Lessee agrees to indemnify, save, hold harmless, and defend the County, the Martin County Board of Commissioners, and their respective successors and assigns, individually or collectively (collectively, "County Indemnitees"), free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including,

without limitation, reasonable attorney fees and costs incurred prior to trial, at trial, on any appeal, and in any bankruptcy proceeding) and causes of action ("Claims") of every kind and character, known or unknown, against any County Indemnitee by reason of any damage to property or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whomsoever, or any Governmental Authority, to the extent arising out of or incident to or resulting from or in connection with Lessee's performance under this Agreement, Lessee's use or occupancy of the Premises, Lessee's acts, omissions or negligence or that of any of Lessee's Parties in, on or about the Premises or upon the Airport or in conjunction with its use and occupancy or use of the Airport, provided that Lessee shall not be required to indemnify, defend, save or hold harmless the County with respect to any Claim to the extent that such Claim was caused by any willful misconduct of the County or any County Indemnitees provided, however, (1) Lessee shall assume the responsibility to defend all Claims arising under this Agreement and (2) in the event that the County or a County Indemnitee is in part responsible for any loss due to willful misconduct, liability shall be allocated between the County and Lessee in accordance with Florida principles of comparative fault. For the avoidance of doubt, that the County is not hereby waiving any defense or limitation of its liability, and all Claims against the County or any County Indemnitee shall be subject to the provisions of Section 768.28 of the Florida Statutes, as amended from time to time (which defense and/or limitation of liability Lessee may argue in its defense of any Claim). Lessee recognizes the broad nature of this indemnification and hold harmless clause, and acknowledges that County would not execute this Agreement without this indemnity. This clause shall survive the expiration or termination of this Lease. Compliance with the insurance requirements herein shall not relieve Lessee of its liability or obligation to indemnify County as set forth in this Section 15.

(b) If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute §725.06(2)-(3) or Florida Statute §725.08, then with respect to the part so limited, Lessee agrees to the following: To the maximum extent permitted by Florida law, Lessee will indemnify, defend and hold harmless County and each County Indemnitee from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by Lessee or any Lessee Party and except to the extent they are caused by the intentional wrongful conduct on the part of the County or any of the County Indemnitee; provided, however, (1) Lessee shall assume the responsibility to defend all Claims arising under this Agreement and (2) in the event that the County or an County Indemnitees is in part responsible for any loss due to willful misconduct, liability shall be allocated between the County and Lessee in accordance with Florida principles of comparative fault; and provided, further, for the avoidance of doubt, that the County is not hereby waiving any defense or limitation of its liability, and all Claims against the County or any County Indemnitee shall be subject to the provisions of Section 768.28 of the Florida Statutes, as amended from time to time (which defense and/or limitation of liability Lessee may argue in its defense of any Claim).

(c) If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute §725.06 (1) or any other Applicable Law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) coverage amount of Commercial General Liability Insurance

required under this Agreement or (ii) $1,000,000.00. Otherwise, the obligations of this Article 15 will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

(d) Lessee shall indemnify, save, hold harmless and defend the County and the other County Indemnitees from and against any liability for any Claims and actions and all expenses incidental to the investigation and defense thereof, to the extent that such liability arises from or is based upon the violation of any Applicable Law by Lessee or any Lessee Party or those under its control.

(e) The County shall give Lessee reasonable notice of any suit or Claim for which indemnification will be sought under this section. The County will allow Lessee or its insurer to compromise and defend the same to the extent of the interests of both Lessee and County, and reasonably cooperate with the defense or reasonable settlement of any such suit or claim.

(f) This indemnification provision shall survive the expiration or termination of this Lease for actions which occur during the term of this Agreement, whether such term expires naturally by passage of time or is terminated earlier.

SECTION 16. SIGNS

(a) Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the Premises or in the Premises so as to be visible from outside the Premises without County Administrator's approval, which shall not be unreasonably withheld, conditioned or delayed if not inconsistent with the Airport Minimum Standards and are consistent with the provisions of this Agreement. No billboards shall be permitted at the Premises.

(b) County Administrator reserves the right to remove any signs not authorized by the County Administrator which are located anywhere at the Airport. All signs pertaining to the Premises which exist as of the Effective Date hereof shall be deemed authorized including, but not limited to, any off-Premises signs at the Airport.

(c) Upon the expiration or termination of this Agreement, the Lessee shall remove, obliterate or paint out, as County Administrator may direct, any and all signs and advertising on the Premises and, in connection therewith, shall restore the portion of the Premises affected by such signs or advertising to the same condition as existed prior to the placing thereon of such signs or advertising. In the event of a failure on the part of the Lessee to remove, obliterate or paint out each and every sign or advertising and to restore the Premises, County may perform the necessary work and the Lessee shall pay the reasonable costs thereof to the County on demand by County Administrator.

SECTION 17. OBSTRUCTION LIGHTS

The Lessee shall install, maintain and operate at its own expense such obstruction lights on the Premises as the FAA or the Airport Director may direct.

SECTION 18. RIGHTS OF ENTRY RESERVED

(a) The County, by its County Administrator or other employees, agents, representatives, or contractors of the County under the authority and authorization of the County, shall have the right at all reasonable times, during normal business hours, upon reasonable notice and coordination with Lessee, to enter upon the Premises for the purpose of inspecting same, for observing the performance by the Lessee of its obligations under this Agreement and for the doing of any act or thing which the County may be obligated or have the right to do under this Agreement or otherwise, subject to the other terms, conditions and limitations provided for elsewhere in this Agreement and subject to such party not adversely affecting Lessee's operations and uses permitted in this Agreement. The County shall use reasonable efforts to coordinate any such inspection with Lessee no less than two (2) business days prior to the proposed date of inspection.

(b) Without limiting the generality of the foregoing, the County, by its officers, employees, agents, representatives, contractors and furnishers of Utilities and other services, shall have the right from time to time, for its own benefit or for the benefit of others or for the benefit of the Lessee, to construct, maintain, repair, alter, replace, install, and rebuild, over, in, or under the Premises, existing and future Utilities, mechanical, electrical and other systems and parts thereof, and to enter upon the Premises at all reasonable times for any such purposes, as may, in the opinion of the County, be deemed necessary or advisable; provided, however, any such work shall not unreasonably interfere with Lessee's operations or permitted improvements, and the County shall repair any damage to the Premises or improvements located thereon caused by the County's work permitted herein.

(c) In the event that any personal property of the Lessee shall materially obstruct the access of the County, its officers, employees, agents or contractors to any of the existing utility, mechanical, electrical and other systems or part thereof, the Lessee shall move such property, as directed by the County, in order that access may be had to the system or part thereof by the County, its officers, employees, agents, representatives, contractors and furnishers of Utilities. If the Lessee shall fail to so remove such property after direction from the County to do so, and a reasonable time to do so, the County may move it and the Lessee hereby agrees to pay the cost of such moving upon demand. The County shall not be liable for any loss, injury, or damage to property caused by or resulting from such moving or removal of Lessee's personal property.

(d) At any time and from time to time during the ordinary business hours of Lessee, and after reasonable notice, County, by its agents and employees, whether or not accompanied by prospective occupiers or users of the Premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of same and during the six-month period preceding the Termination Date of this Agreement after providing not less than two (2) business days' written notice; provided, however, that Lessee shall have the opportunity to have a representative present during such viewings and County shall take all necessary steps to minimize any impact or disruption to Lessee's operations.

(e) If, during the last month of the Term of this Agreement, the Lessee, and any sublessees shall have removed all or substantially all of their property from the Premises, ceased operations and abandoned the Property, the County may, after three (3) business days' written notice

to Lessee, enter and alter, renovate and redecorate the Premises.

(f) The exercise of any or all of the foregoing rights by the County or others shall not be or be construed to be an eviction of the Lessee nor be made the grounds for any abatement of rent.

(g) Nothing herein contained shall be deemed to in any way limit the County in the exercise of its police and regulatory powers or its powers of eminent domain.

SECTION 19. ASSIGNMENT OR SUBLEASE SUBORDINATION

(a) Except as otherwise provided for herein, Lessee shall not: (1) sublet the Premises or any part thereof; or (2) permit any transfer, assignment, pledge, mortgage, or encumbrance of any sublease; or (3) transfer, assign, pledge, mortgage, or otherwise encumber this Agreement or any rights or obligations hereunder; or (4) allow same to be assigned by operation of law or otherwise; or (5) permit a sublessee to sublet the Premises or any part thereof (or any such action being called an "assignment"), without the prior written consent of the County Administrator,

(b) Assignment. Lessee shall not assign this Agreement without the prior consent of the County, which shall not be unreasonably withheld if the proposed assignee satisfies the criteria set forth below. An assignment of this Agreement shall include but is not limited to any transfer of this Agreement by merger, consolidation or liquidation or by operation of law.

The factors upon which the decision on whether to grant consent to assignment shall include without limitation: (i) an assessment of whether the proposed assignee meets standards of creditworthiness; (ii) whether assignee will use the Premises only for the purposes described herein; and (iii) an assessment of the ability of the proposed assignee to perform the obligations under this Agreement.

In the event of any approved assignment, the Lessee shall be released of any and all liability hereunder arising after the effective date of the assignment and the assignee shall be required to execute a written assumption agreement, agreeing to assume all obligations and liabilities under this Agreement and to abide by all of the terms and provisions of this Agreement, which assumption agreement must be reasonably acceptable to County in all respects. In the event that the Lessee shall seek the County's consent to an assignment to an Affiliate of the Lessee, then as a condition of such assignment, Lessee (or those Persons that have majority ownership of Lessee, directly or indirectly) may be required to execute an irrevocable Guaranty of Payment and Performance of this Agreement, which shall be in form and substance reasonably satisfactory to County.

Notwithstanding the foregoing, a transfer of stock among current stockholders or among current stockholders and their immediate families, any transfer of stock resulting from the death of a stockholder, a transfer of partnership or membership interests among existing partners/members or between existing partners/members and their immediate families, or any transfer of such an interest resulting from the death of a partner or member, and any transfer of a partnership or membership interest which does not, individually or collectively with all previous transfers, transfer more than 49% of the voting interest in Lessee, shall not

be deemed an assignment for purposes of this section. Further, the provisions of this subsection shall not apply to any public trades of registered stock of a Lessee or sublessee that occurs on a national stock exchange.

In the event any assignment or other action specified hereunder shall be taken without the prior written consent of the County, then any such assignment or other action shall be null and void and of no force or effect and in addition to all other available remedies, if such action was taken by Lessee, the County shall be entitled to immediately terminate this Agreement in the event the improper action has not been rescinded within fifteen (15) Days after receipt of notice thereof from County. Any written consent required hereunder shall not be effective unless evidenced by a written document signed by the County Administrator. The County Administrator shall use good faith efforts to respond to any request for approval under this Section 19 within fifteen (15) Days from receipt of all information to be provided to County hereunder.

(c) Subletting. Lessee shall not sublet this agreement without first obtaining prior written approval from County Administrator to sublet any portion of the Premises. Lessee acknowledges and agrees that each sublessee of the Lessee is subject and subordinate to all of the terms and provisions of this Agreement, including but not limited to the requirement that each such sublessee must comply with Airport Minimum Standards and all Applicable Laws that now or at any time during the Term of this Agreement are applicable to the operations of such sublessee at the Premises.

Notwithstanding any sublease of the Premises, Lessee shall remain responsible for ensuring that each and every provision of this Agreement is abided by and complied with and, in that regard, any failure by any sublessee to abide by and comply with any provision of this Agreement shall be deemed a default hereunder, entitling County to any and all remedies available hereunder.

Each sublease shall be subordinate in all respects to all terms and provisions of this Agreement and upon any termination of this Agreement, all subleases of the Premises shall terminate. Lessee agrees that any sublease shall be in a form that complies with Airport Minimum Standards and Applicable Laws, and that the County Administrator shall approve the lease form in consultation with the County Attorney.

(d) Notwithstanding anything to the contrary elsewhere in this Lease, in the event Lessee receives grant or other funding from Space Florida or a similar governmental or not-for-profit agency pursuant to Section 7.(a) above, Lessee shall be permitted, upon notice to the County Administrator, to assign all or a portion of the Lease to such funding agency, as may be required by such grant or other funding, and such funding agency shall sublease the Premises, or such applicable portion, back to Lessee consistent with such grant or funding requirements to allow Lessee to operate the Premises consistent with the requirements in this Lease.

SECTION 20. DEFAULT; TERMINATION

(a) If any one or more of the following events shall occur, after written notice and an opportunity to cure, same shall be an "Event of Default" under this Agreement:

(1) By or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any court or Governmental Authority having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the Lessee, and such possession or control shall continue in effect for a period of sixty (60) Days or as otherwise provided by law; or

(2) The Lessee shall voluntarily abandon, desert or vacate the Premises or discontinue its operation at the Airport for a period of thirty (30) continuous Days other than as the result of a casualty such as extreme weather, fire or similar event; or

(3) Any lien, claim or other encumbrance which is filed against the Premises is not removed, or if the County is not adequately secured by bond or otherwise, within sixty (60) Days after the Lessee has received notice thereof; or

(4) The Lessee shall fail to pay rent, or any portion thereof, within ten (10) Days following the date of written notice from County that any payments are past due; or

(5) The Lessee shall fail to make any other payment required hereunder when due to the County and shall continue in its failure to make any such other payments required hereunder for a period of ten (10) Days after notice is given to make such payments; or

(6) The Lessee shall fail to maintain the insurance required by this Agreement; or

(7) The Lessee shall violate any of the provisions of Section 19 hereof; or

(8) The bankruptcy of Lessee; or

(9) The Lessee's voluntary petitioning for relief under, or otherwise seeking the benefit of, any bankruptcy, reorganization, arrangement, or insolvency law; or

(10) The Lessee's interest under this Agreement being modified or altered by any unauthorized assignment or subletting or by operation of law; or

(11) The Lessee's non-compliance with Florida Statute 287.133 - Public entity crime; denial or revocation of the right to transact business with public entities; or

(12) Any business is conducted, or service is performed, or product is sold from the Premises that is not specifically authorized by this Agreement, and such activity does not cease within ten (10) Days after receipt of notice to that effect; or

(13) Any act or omission of Lessee resulting in a safety or security incident that is

significant enough to cause risk to life or health or that result in any kind of disciplinary action or fine levied against the County as Airport operator; or

(14) The Lessee shall fail to keep, perform and observe each and every other promise, covenant and provision set forth in this Agreement and/or Exhibit(s) thereto, on its part to be kept, performed or observed within thirty (30) Days after receipt of notice of default thereunder or, if such promise, covenant or provision cannot be kept, performed or observed within thirty (30) Days, Lessee's failure to commence such actions within thirty (30) Days and diligently pursue same to completion; or

(15) Lessee making an assignment for the benefit of its creditors; or

(16) A receiver or trustee being appointed for Lessee or a substantial portion of Lessee's assets; or

(17) Lessee's interest under this Lease being sold under execution or other legal process; or

(18) Any of the goods or chattels of Lessee used in, or incident to, the operation of Lessee's business in the Leased Premises being seized, sequestered, or impounded by virtue of, or under the County of, any legal proceeding.

Upon the occurrence of any Event of Default set forth in (a), above, or at any time thereafter during the continuance thereof, and after written notice and an opportunity to cure, the County may at its option terminate this Agreement and all rights of Lessee hereunder by giving written notice thereof, which termination shall be effective ninety (90) Days after the date of receipt by Lessee of such notice and County may exercise any and all other remedies available to County hereunder or at law or in equity. In the event of any such termination, Lessee shall upon the effective date thereof quit and surrender the Premises to County and shall cease operations at the Airport. Any such termination shall be without prejudice to any remedy for arrears of payments due hereunder or breach of covenant, or damages for the balance of the rent payable hereunder or any other damages whatsoever. In the event of default and termination for failure to pay rent or any portion thereof, if County pursues a court action to recover unpaid rent, County shall be entitled to an award of County's attorneys' fees and costs against Lessee as part of a final judgment awarding County unpaid rent.

(b) Habitual Default. Notwithstanding the foregoing, in the event that the Lessee has frequently, regularly or repetitively defaulted in the performance of or breached any of the material terms, covenants and conditions required herein to be kept and performed by the Lessee, which for purposes of this provision shall mean more than twice in any twelve (12) month period over multiple years, the Lessee may be determined by County Administrator to be an "habitual violator." At the time that such determination is made, County Administrator shall issue to the Lessee a written notice advising of such determination and citing the circumstances. Lessee shall have five (5) Days to dispute such determination. Such notice shall also advise Lessee that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breaches or defaults of whatever

nature, taken with all previous breaches and defaults, shall be considered cumulative and collectively, shall constitute a condition of non-curable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, County Administrator may terminate this Agreement upon the giving of written notice of termination to the Lessee, such termination to be effective upon delivery of the notice to the Lessee.

(c) No acceptance by the County of rental, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Lessee shall be deemed a waiver of any right on the part of the County Administrator to terminate this Agreement, or to exercise any other available remedies.

(d) Failure by County to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. County and Lessee agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material provision hereof.

(e) The rights of termination described above shall be in addition to any other rights provided in this Agreement and in addition to any rights and remedies that the parties would have at law or in equity consequent upon any breach of this Agreement and the exercise of any right of termination shall be without prejudice to any other such rights and remedies.

(f) Default by County; Remedies.

(1) If Lessee believes that County has breached or failed to comply with any provision of this Agreement applicable to County, Lessee will give written notice to County describing the alleged breach or noncompliance. County will not be deemed in default under this Agreement if County cures the breach or noncompliance within thirty (30) Days after receipt of Lessee's notice or, if the same cannot reasonably be cured within such thirty (30) Day period solely as a result of non-financial circumstances outside of County's control, provided that County has promptly commenced all appropriate actions to cure the default within such grace period and those actions are thereafter diligently and continuously pursued by County in good faith. Lessee shall send a copy of such notice to the holder of any mortgage of whom Lessee has been notified in writing, and such holder shall have the right to cure the breach or noncompliance within the period of time described above.

(2) If County breaches or fails to comply with any provision of this Agreement applicable to County, and such breach or noncompliance is not cured within the period of time described in subsection (1) above, then Lessee may exercise any right or remedy available to Lessee at law or in equity, except to the extent expressly waived or limited by the terms of this Agreement.

SECTION 21. REMEDIES TO BE NON-EXCLUSIVE

No remedy herein conferred upon or reserved to the County or Lessee is intended to be exclusive of any other remedy herein provided or otherwise available, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

SECTION 22. SURRENDER

(a) Upon the expiration of the Term or earlier termination as provided for in this Agreement, Lessee agrees to surrender possession of the Premises in the condition required under this Agreement. All maintenance and repairs required to be performed by Lessee under the terms of this Agreement shall be completed prior to surrender. The Lessee shall deliver to the County all keys to the Premises upon surrender. The Lessee shall at its expense take all actions required by Applicable Laws as well all the terms and conditions of this Agreement to remove from the Premises any hazardous substances or other Hazardous Materials, whether stored in drums, or found in vats, containers, distribution pipe lines, or the like or discharged into the ground, that were caused by Lessee.

(b) Lessee shall be responsible for vacating all subtenants, holdovers or other occupants, legal or otherwise from the Premises upon any expiration or earlier termination of this Agreement, as provided for herein.

(c) In the event Lessee fails to surrender the Premises in the above required condition or has failed to complete any of the obligations due under this Agreement or any future amendments thereto, County shall not be obligated to accept Lessee's Surrender of the Premises until same have been satisfied. During the period of time from the date of the termination or expiration of the Agreement and until the County is satisfied, in its sole discretion, with Lessee's Surrender of the Premises and County reduces its Acceptance of Surrender to writing as provided for in Section 23 below, the Lessee shall be considered a holdover tenant under the terms set forth in this Agreement.

SECTION 23. ACCEPTANCE OF SURRENDER OF AGREEMENT

No agreement of surrender or to accept a surrender of this Agreement shall be valid unless and until same shall have been reduced to writing and signed by the duly authorized representatives of the County and of the Lessee, which execution shall not be unreasonably withheld, conditioned or delayed; and provided, however, such party shall be deemed to have agreed to such surrender if said party refuses to sign such agreement of surrender without providing reasonable justification for such refusal or delay. Except, as expressly provided for in this Agreement, neither the doing of nor any omission to do any act or thing by any of the officers, agents or employees of the County shall be deemed an acceptance of a surrender of letting under this Agreement.

SECTION 24. REMOVAL OF PROPERTY

The Lessee shall have the right at any time during the letting to remove its inventories, equipment, trade fixtures and other personal property from the Premises. Lessee shall promptly repair any damage to the Premises caused by its removal of any personal property or trade fixtures prior to the

end of the Agreement. If the Lessee shall fail to remove its inventories, equipment, trade fixtures, and personal property by the termination or expiration of this Agreement, then, and unless such inventories, equipment, trade fixtures, and personal property are allowed to remain by the County, Lessee shall be considered to be holding over and after fourteen (14) Days following said termination or expiration, at the County's option: (1) title to same shall vest in the County, at no cost to the County; or (2) County may remove such property to a public warehouse for deposit pending a sale which shall be held promptly thereafter; or (3) County may retain same in its own possession and sell same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second, to any sums owed by the Lessee to the County, with any balance remaining to be paid to the Lessee; or (4) County may dispose of such property in any manner permitted by law. If the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the County upon demand.

SECTION 25. LIMITATION OF PRIVILEGES GRANTED

No greater privileges with respect to the use of the Airport or any part thereon are granted or intended to be granted to the Lessee by this Agreement or by any provision hereof, other than the privileges expressly and specifically granted hereby.

SECTION 26. NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing in at least one of the following methods:

(a) Certified United States Mail, postage prepaid, return receipt requested; or

(b) Overnight courier, such as by FedEx or UPS, with a request for receipt acknowledgment; or

(c) Hand-delivery to a Person authorized to accept delivery of notice with a request for a receipt acknowledgment; or

(d) Email if and only if agreed to in advance by Lessee and Airport Director in writing specifying the email addresses, and if so agreed, the email shall a request receipt acknowledgement.

The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

County: Martin County Administrative Offices 2401 SE Monterey Road
Stuart, FL 34996
Attn: Real Property Manager Email: real_property@martin.fl.us
Telephone: (772) 221-2354

Martin County Airport 2011 SE Airport Road Stuart, FL 34996
Attn: Airport Director
Email: amcbean@martin.fl.us & sferrara@martin.fl.us
Telephone: (772) 221-2374

With a copy to: Martin County Attorney
2401 SE Monterey Road Stuart, FL 34996
Email: Legalesvc@martin.fl.us

Lessee: Daher Aerospace Inc.
610 NE 10th Street
Pompano Beach, FL 33061
Attn: _____
Email: _____
Telephone: _____

With a copy to: Fox McCluskey Bush Robison, PLLC
2300 SE Monterey Road, Suite 200
Stuart, FL 34996
Attn.: Tyson Waters, Esq.
Email: twaters@foxmccluskey.com
Telephone: (772-287-4444

Each party shall be required to notify the other party, in writing, whenever there is a change in the address of such party (to the place) for which notice is to be sent (giving notice), as required in this section. In the event either party fails to maintain a current address on record with the other party as required herein, such party shall be deemed to have notified the other party by using the last known address on record and said party shall not have any responsibility or obligation to investigate the validity of the address that party has provided.

All notices sent in accordance with this section shall be deemed to be effective upon receipt or refusal of same unless otherwise expressly provided in this Agreement.

SECTION 27. CONSTRUCTION AND APPLICATION OF TERMS

(a) The section and paragraph headings in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

(b) Law, Jurisdiction, Venue, Waiver of Jury Trial. This agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Nineteenth Judicial Circuit in and for Martin County, Florida. If any claim arising from, related to or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, COUNTY AND LESSEE HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT, INCLUDING ANY ADVISORY JURY.

(c) Severance. In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be

effective unless County or Lessee elects to terminate this Agreement.

(d) Independent Contractor/Relationship of Parties. The relationship of County and Lessee hereunder is the relationship of lessor and lessee. Services provided by Lessee shall be subject to the supervision of Lessee and such services shall not be provided by Lessee or its agents, as officers, employees, or agents of the County. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third-Person under this Agreement. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar relationship between the parties hereto.

(e) Third-Party Beneficiaries. Neither Lessee nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

(f) Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or event referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in all sections of this Agreement shall prevail and be given effect.

(g) This Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

(h) Incorporation by Reference. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. All attached exhibits are incorporated into and made a part of this Agreement.

(i) Incorporation of Required Provisions. The parties incorporate herein by this reference all Airport Minimum Standards.

(j) Amendments. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties hereto.

(k) Termination of Prior Agreements; Prior Negotiations. Effective as of the Effective Date of this Agreement, this Agreement shall supersede and terminate all prior lease agreements between the parties with respect to any portion of the Premises; provided however that Lessee shall not be released of any obligations or liabilities to the County that have accrued prior to the Effective Date of this Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this

Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

(l) As used herein, the conjunctive "and" shall include the disjunctive "or" and vice versa, and the singular shall include the plural and vice versa. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section of this Agreement, such reference is to the section as a whole, including all of the subsections and subparagraphs of such section, unless the reference is made to a particular subsection or subparagraph of such section.

SECTION 28. NON-LIABILITY OF INDIVIDUALS

No commissioner, director, officer, agent or employee of the County or member, partner, shareholder, investor or beneficiary of Lessee shall be charged personally or held contractually liable under any provision of this Agreement or of any supplement, modification or amendment to this Agreement or because of any breach thereof, or because of its or their execution or attempted execution.

SECTION 29. ABATEMENT

If, at any time, the Lessee shall become entitled to an abatement of rent by the provisions of this Agreement or otherwise, the abatement of rent shall be made on an equitable basis taking into consideration the amount and character of the space, the reasonable use of which is denied the Lessee as compared with the entire Premises, and the period of time for which such reasonable use is denied to Lessee.

SECTION 30. NONDISCRIMINATION

(a) Lessee shall comply with and shall cause Lessee's Parties and any contractor, subcontractor, lower-tier subcontractor, or service provider of Lessee or Lessee's Parties to comply with, to the extent required by Applicable Laws, as amended or interpreted by the FAA from time to time, which are incorporated as if fully set forth herein.

(b) As part of the consideration for this Agreement, Lessee covenants and agrees that Lessee shall not unlawfully discriminate against any Person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Lessee shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

(c) Lessee's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION 31. QUIET ENJOYMENT

Lessee, upon paying the rents herein reserved and performing and observing all the terms and conditions of this Agreement on Lessee's part to be performed and observed, shall peaceably and quietly, have, hold and enjoy the Premises during the Term of this Agreement subject, however, to all terms and conditions of this Agreement. The Lessee acknowledges and agrees that the Lessee is leasing the Premises subject to the noises and sounds and impacts to Persons and property that are customarily contained or emanate from an airport.

Nothing herein shall be construed to impose upon Lessee the obligation or responsibility to regulate, supervise, or police flight or aeronautical operations or aircraft utilizing the Airport or in any way violate the procedures promulgated by the FAA. Further, nothing herein contained shall be construed to be a waiver or release of Lessee's rights which may arise in the event such above-described enactment serves to constitute a constructive eviction or termination of this Agreement by County or otherwise as a matter of law. No action, rule or regulation shall be enacted which actually, constructively, or materially interferes with Lessee's quiet enjoyment of the Premises or which substantially frustrates the legitimate business and financial intentions of the parties incident to this Agreement.

SECTION 32. FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency shall demand and take over the Airport or the portion thereof wherein the Premises are located, for public purposes, then this Agreement shall hereupon terminate and both parties shall be released and fully discharged from any and all liability hereunder. In the event of such termination, Lessee's obligation to pay rent shall cease; however, nothing herein shall be construed as relieving Lessee from any of its liabilities relating to events or claims of any kind whatsoever prior to such termination under this section.

SECTION 33. RADON GAS

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over a period of 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 public health unit.

SECTION 34. COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES, PUBLIC RECORD LAW

To the extent required by Applicable Laws, Lessee agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

(a) Keep and maintain public records required by the County in order to perform the services contemplated by this Agreement.

(b) Upon request from the County custodian of public records, provide the County with

a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by Applicable Laws.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Laws for the duration of the Term of this Agreement and following completion of the Term of this Agreement.

(d) Upon completion of the Term of this Agreement, keep and maintain public records required by the County to perform the services. Lessee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County custodian of public records, in a format that is compatible with the information technology systems of the County.

IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, PUBLIC RECORDS@MARTIN.FL.US, MARTIN COUNTY, ATTN: PUBLIC RECORDS LIAISON, 2401 SE MONTEREY ROAD, STUART, FLORIDA 34996.

SECTION 35. MISCELLANEOUS

(a) Holdover. It is agreed and understood that any holding over of Lessee after the termination of this Agreement shall not renew and extend same, unless a renewal or extension is entered into and executed by both parties, but shall operate and be construed as a tenancy at sufferance, pursuant to Section 83.04, Florida Statutes, as it may be amended from time to time. County reserves the right to pursue all remedies available to it under Applicable Laws as a result of Lessee's holdover. It is expressly agreed that acceptance of rent or any other payments by the County, in the event that Lessee fails or refuses to surrender possession, shall not operate as County's consent to Lessee's continued possession, nor shall it constitute a waiver by the County of its right to immediate possession of the Premises. At the sole option of County, upon written notice to the Lessee by County, the Lessee shall be required to pay to the County during any holdover period monthly rent which shall be equal to double the amount of the monthly installment of rent that was due and payable for the month immediately preceding the Termination Date of this Agreement. If the County exercises this option, a tenancy at will lasting from month to month shall be created, and such tenancy shall be subject to all other provisions contained in this Agreement. It is further agreed if County pursues any legal action to evict Lessee and obtains a Writ of Possession against Lessee or similar writ or court order compelling Lessee to deliver the Premises to County, Lessee shall pay County its reasonable attorneys' fees and costs for such legal action.

(b) Waiver of Claims. Each party hereby waives any claim against the other party and its officers, directors, commissioners, shareholders and employees for any consequential, special, punitive or indirect damages, including, without limitation, any loss of business or

anticipated profits, caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or any judgment or award in any suit or proceeding declaring this Agreement or any part thereof null, void or voidable, or delaying the same or any part thereof, from being carried out, or any change in the operation or configuration of, or any change in procedures governing the use of, the Airport.

(c) Successors and Assigns Bound. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Agreement.

(d) Time is of the essence in connection with any time period or deadline set forth in this Agreement.

(e) Written Approvals. All notices, approvals and consents required to be obtained hereunder must be in writing to be effective.

(f) Authority of Individuals. The individuals executing this Agreement on behalf of Lessee personally warrant that they have full authority to execute this Agreement on behalf of Lessee for whom they are acting herein.

SECTION 36. OTHER PROVISIONS

(a) Federal Aviation Act, Section 308. Nothing herein contained shall be deemed to grant the Lessee any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act, as codified in Title 49 USC Section 40103, et. seq., for the conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, the Lessee shall have the right to possess the Premises under the provisions of this Agreement. It is expressly understood and agreed that the rights granted under this Agreement are non-exclusive and the County reserves the right to grant similar privileges to another lessee or other lessees on other parts of the Airport.

(b) No Waiver. No waiver by either party of any failure to perform any of the terms, covenants and conditions hereunder shall operate as a waiver of any other prior or subsequent failure to perform any of the terms, covenants or conditions herein contained.

(c) Specific Performance. The parties agree that in addition to all other remedies, the obligations contained herein shall be subject to the remedy of specific performance, injunctive relief, and writ of prohibition or mandamus to compel the other party to abide by the terms of this Agreement.

(d) Subordination. It is mutually understood and agreed that this Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States of America its boards, agencies, commissions and other such entities relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds on the development of the Airport. In the event that the United States of America or its agencies (including the FAA or its successors) or the County or its agencies require modifications or changes in this

Agreement as a condition precedent to the granting of funds for the improvement of the Airport or in order to ensure compliance with contractual obligations to the United States Government, the Lessee hereby agrees to consent to such modifications or changes, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will the Lessee be required, pursuant to this paragraph, to agree to an increase in the rent provided for hereunder or to a change in the use (provided it is an authorized use hereunder to which the Lessee has put the premises).

(e) Survival. Upon termination or expiration of this Agreement, each party shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration. Notwithstanding any provision of this Agreement to the contrary, no obligation which accrued but has not been satisfied under any prior agreements between the parties, shall terminate or be considered canceled upon execution of this Agreement. Rather, such obligation shall continue as if it had accrued under this Agreement until the obligation is satisfied.

Public Entity Crimes Act. Lessee represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a Person or Affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to County, may not submit a bid on a contract with County for the construction or repair of a public building or public work, may not submit bids on leases of real property to County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with County, and may not transact any business with County in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 calendar months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement. In addition to the foregoing, Lessee further represents it has not committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Lessee has been placed on the convicted vendor list.

(f) No Set Off. The Lessee acknowledges that, through the date hereof, it has no claims against County with respect to any of the matters covered by this Agreement, and it has no right of set off or counterclaims against any of the amounts payable by Lessee to County under this Agreement.

(g) Police/Regulatory Powers. County cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations governing the Premises, any Improvements thereon, or any operations at the Premises. Nothing in this Agreement shall be deemed to create an affirmative duty of County to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, grant agreements, and any other Applicable Laws. In addition, nothing herein shall be considered zoning by contract.

(h) Regulatory Approvals. Lessee agrees to reasonably cooperate with County, at no expense to Lessee, in connection with County's efforts to obtain the regulatory approvals. From and after the date of execution of this Agreement, Lessee covenants and agrees to support the County's efforts to obtain the regulatory approvals, and to execute any document(s) or instrument(s) reasonably requested by County in order to assist County in obtaining the regulatory approvals, provided that Lessee shall not be required to bear any expense in connection therewith, that any such approvals shall not adversely affect Lessee's operations or use of the Premises as permitted under this Agreement, and the Lessee shall not be deemed an agent of the County.

(i) Right to Develop the Airport. County reserves the rights to further develop or improve the Taxiways and Runways to maintain or exceed the minimum standards for the Airport including maintaining or exceeding certificated gross takeoff weight found in the FAA Airport Facility Directory or as otherwise published by the FAA regardless of the desires or views of Lessee and without interference or hindrance, provided any such development or improvements shall not prohibit Lessee's operations or use of the Premises and Airport as permitted under this Agreement.

(j) Copies. Multiple or counterpart copies of this Agreement may be fully executed by each of the parties, each of which shall be deemed to be an original. Faxed, photostatic, or electronically scanned copies of the fully executed Agreement shall be as effective as the original for any purpose including but not limited to the enforcement of any provision of this Agreement.

(k) Force Majeure. A party shall not be liable for any failure of or delay in the performance of any act required under this Agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affecting the performance of any of its obligations under this Agreement and could not reasonably have been foreseen or provided against, for example, a hurricane ("Unavoidable Delay"), but any Unavoidable Delay will not be excused for failure or delay resulting from only general economic conditions or other general market effects. If either party invokes this provision to avoid performance of any obligation under this Agreement and a Court determines that party wrongfully invoked this provision to evade performance of such an obligation, the aggrieved party shall be entitled to its reasonable attorney's fees and costs for obtaining the Court's determination of the same. Nothing herein shall relieve Lessee of its obligation to pay rent as required by this Agreement.

(l) No Brokers. County and Lessee hereby represent to the other that they dealt with no real estate broker or real estate agent in connection with the negotiation, execution and delivery of this Agreement. County and Lessee shall, and do hereby, agree to indemnify and hold the other harmless from and against any losses, damages, penalties, claims or demands of whatsoever nature arising from a breach of its foregoing representation including, without limitation, reasonable attorneys' fees and expenses. The representations and indemnifications set forth in this section shall survive the cancellation or termination of this Agreement.

(m) Representations by County. County makes the following representations, covenants and warranties, which shall survive the execution of this Agreement and the taking of possession of the Premises.

(1) No Parties in Possession. No party except Lessee shall, on the Effective Date, be in or have any right to possession of the Premises.

(2) No Pending Litigation. There is no suit, action, claim, audit, arbitration, or legal, administrative, judicial or other proceeding (including, without limitation, any of the foregoing relating to violations of any Applicable Laws), litigation, investigation or proceeding pending, or, to the knowledge or belief of County, threatened, which relates to, affects, or involves the Premises, or which would impair or otherwise adversely affect County's ability to perform its obligations under this Agreement, any of which would have a material adverse effect on the Premises, or which is or could become a lien upon the Premises.

(n) Reversionary Interest in Improvements. Any Improvement not required to be, or actually, removed reverts to County at the end or expiration of this Agreement, regardless of the manner in which this Agreement is terminated.

(o) Recording. Upon execution of this Agreement by County and Lessee, the original of this Agreement shall be recorded in the public records of Martin County, Florida.

SECTION 37. ENTIRE AGREEMENT

This Agreement together with all attached exhibits shall constitute the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the duly authorized representatives of the County and the Lessee. Lessee agrees that no representations or warranties shall be binding upon the County unless expressed in writing in this Agreement.

[This space is left blank intentionally.]

AGREEMENT OF LEASE

IN WITNESS WHEREOF, the parties have made and executed this Agreement of Lease on the respective dates under each signature: MARTIN COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair, authorized to execute same by Board action on the _____ day of _____, 2024, and _____, signing by and through its _____ duly authorized to execute same.

LESSEE
DAHER AEROSPACE INC., a Delaware corporation

WITNESS:

_____
Signature

_____
Print Name

BY: _____
_____, President

STATE OF FLORIDA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _____, 2024, by _____, the President of Daher Aerospace, Inc., a Delaware corporation, on behalf of the same, who □ is personally known to me or who □ has produced _____ as identification.

_____
Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____
Affix official seal below:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____
CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

_____
HAROLD E. JENKINS II, CHAIRMAN

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

_____
SARAH W. WOODS
COUNTY ATTORNEY

Exhibit A
Legal Description of Premises

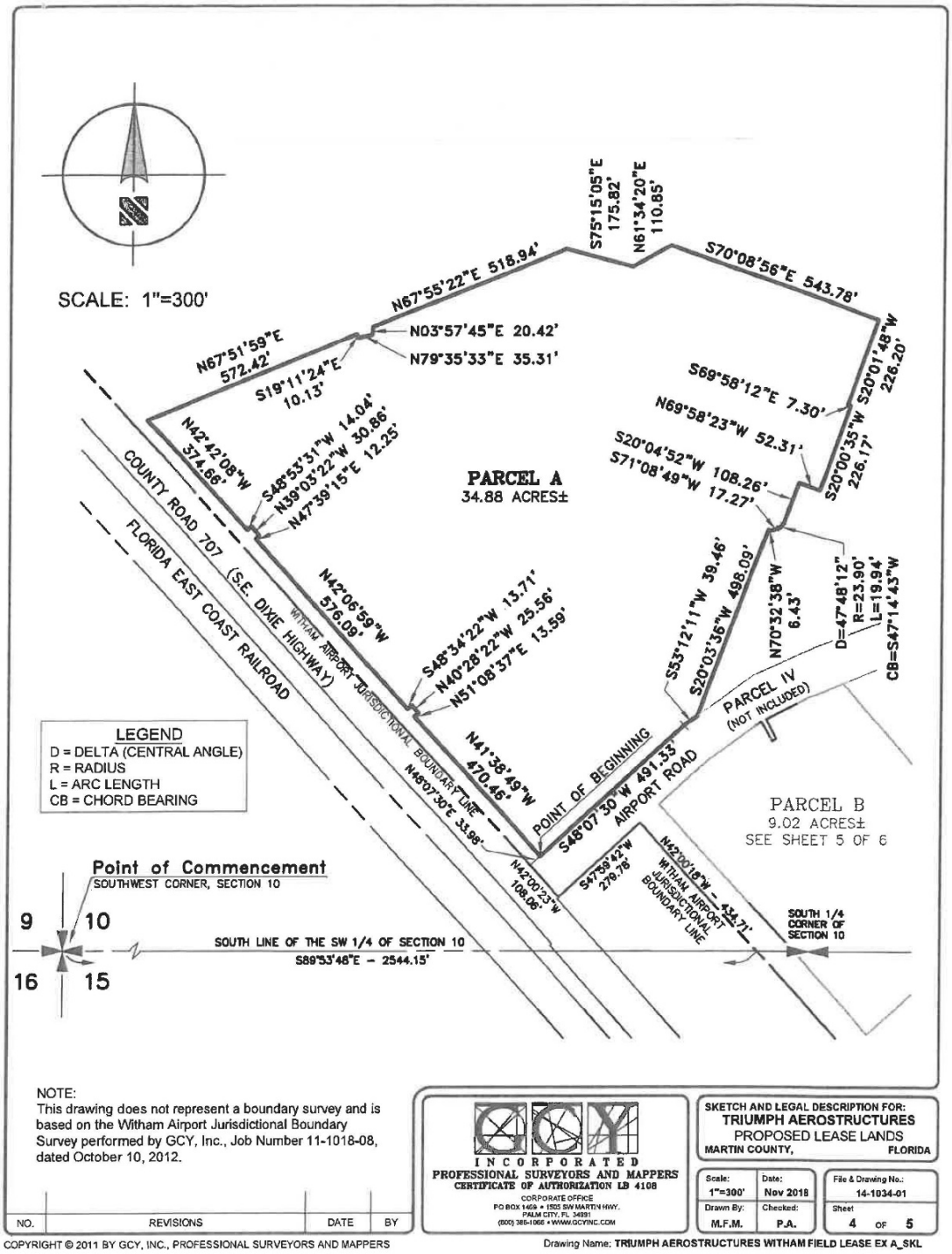


Exhibit A-1
Legal Description of Premises

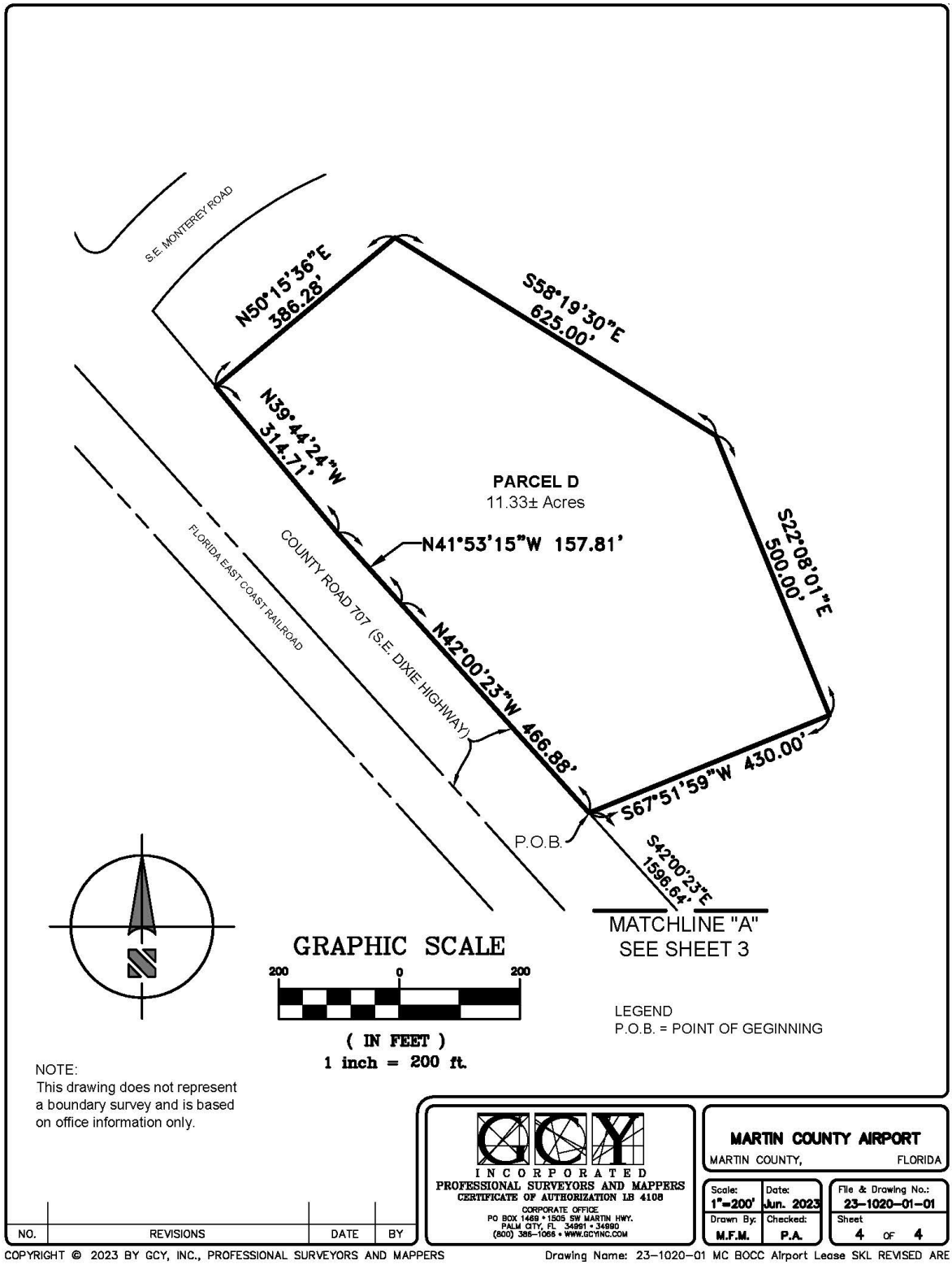


Exhibit A-2
Legal Description of Premises

Parcel A

A parcel of land lying in Section 10, Township 38 South, Range 41 East, Martin County, Florida; being more particularly described as follows:

Commence at the Southwest corner of said Section 10, thence run South 89°53'48" East, along the South line of the Southwest 1/4 of said Section 10, a distance of 2544.15 feet to a point on the Witham Airport Jurisdictional Boundary Line; thence departing said South line, North 42°00'18" West, along said Jurisdictional Boundary Line, a distance of 434. 71 feet; thence South 47°59'42" West, a distance of 279. 78 feet; thence North 42°00'23" West, a distance of 108.06 feet; thence North 48°07'30" East, departing said Jurisdictional Boundary Line, a distance of 33.98 feet to the Point of Beginning;
Thence North 41 °38'49" West, a distance of 4 70.46 feet;
Thence North 51 °08'37" East, a distance of 13.59 feet;
Thence North 40°28'22" West, a distance of 25.56 feet;
Thence South 48°34'22" West, a distance of 13. 71 feet;
Thence North 42°06'59" West, a distance of 576.09 feet;
Thence North 47°39'15" East, a distance of 12.25 feet;
Thence North 39°03'22" West, a distance of 30.86 feet;
Thence South 48°53'31" West, a distance of 14.04 feet;
Thence North 42°42'08" West, a distance of 374.66 feet;
Thence North 67°51'59" East, a distance of 572.42 feet;
Thence South 19°11 '24" East, a distance of 10.13 feet;
Thence North 79°35'33" East, a distance of 35.31 feet;
Thence North 03°57'45" East, a distance of 20.42 feet;
Thence North 67°55'22" East, a distance of 518.94 feet;
Thence South 75°15'05" East, a distance of 175.82 feet;
Thence North 61 °34'20" East, a distance of 110.85 feet;
Thence South 70°08'56" East, a distance of 543. 78 feet;
Thence South 20°01 '48" West, a distance of 226.20 feet;
Thence South 69°58'12" East, a distance of 7.30 feet;
Thence South 20°00'35" West, a distance of 226.17 feet;
Thence North 69°58'23" West, a distance of 52.31 feet;
Thence South 20°04'52" West, a distance of 108.26 feet to the beginning of a non-tangent curve concave to the Northwest, the chord of which bears South 47°14'43" West, having a radius of 23.90 feet; thence Southwesterly along the arc of said curve through a central angle of 47°48'12", a distance of 19.94 feet;
Thence South 71 °08'49" West, a distance of 17.27 feet;
Thence North 70°32'38" West, a distance of 6.43 feet;
Thence South 20°03'36" West, a distance of 498.09 feet;
Thence South 53°12'11" West, a distance of 39.46 feet;
Thence South 48°07'30" West, a distance of 491.33 feet to the Point of Beginning.

Said parcel containing 34.88 acres, more or less.

Together With

Exhibit A-3
Legal Description of Premises

Parcel D

A parcel of land lying in Section 10, Township 38 South, Range 41 East, Martin County, Florida; being more particularly described as follows:

Commence at the Southwest corner of said Section 10, thence run South 89°53'48" East, along the South line of the Southwest 1/4 of said Section 10, a distance of 2544.15 feet to a point on the Witham Airport Jurisdictional Boundary Line; thence departing said South line, North 42°00'18" West, along said Jurisdictional Boundary Line, a distance of 434.71 feet; thence South 47°59'42" West, a distance of 279.78 feet; Thence North 42°00'23" West, a distance of
1596.64 feet to the Point of Beginning;
Thence North 42°00'23" West, a distance of 466.88 feet;
Thence North 41°53'15" West, a distance of 157.81 feet;
Thence North39°44'24" West, a distance of 314.71 feet;
Thence North 50°15'36" East, a distance of 386.28 feet;
Thence South 58°19'30" East, a distance of 625.00 feet;
Thence South 22°08'01" East, a distane of 500.00 feet;
Thence South 67°51'59" West a distance of 430.00 feet to the Point of Beginning.

Said parcel containing 11.33 acres, more or less.

Exhibit B
Easements

122620
RWO/SIO No. 6504
ER No. 62-440
Pole No. _____

EASEMENT
O R BOOK 204 PAGE 4

Section 10
Township 38 South
Range 41 East
June 13, 19 67

FLORIDA POWER & LIGHT COMPANY
Miami, Florida

Gentlemen:

In consideration of the payment to me us by you of $1.00 and other good and valuable consideration which I we have received, I we and those holding through me us, grant and give to you and your successors the right to install and maintain wires, poles, guy stubs, guy wires and anchors for electric transmission and distribution lines and the necessary appurtenances for such lines, and the right to permit the attachment of conduits, wires or cables of any other Company or person; also, the right to cut, trim and keep clear all trees, brush and undergrowth that might endanger the proper construction, operation and maintenance of said lines, on my our property described as follows:

That part of the southwest 1/4, lying north and east of the Dixie Highway, Section 10, Township 38 south, Range 41 east, Martin County, Florida.

Said line to be constructed within the twelve feet easterly of, parallel to, and adjoining the Dixie Highway right of way from the County Airport Road northerly to the Palm Beach Road, and the westerly forty feet of the twelve feet north of, parallel to, and adjoining the right of way of the County Airport Road.

FLORIDA DOCUMENTARY STAMP TAX 30 CENTS

FILED & RECORDED
IN MARTIN COUNTY, FLA.
67 JUN 16 AM 10:29
DOROTHY PIERCE, CLERK
BY Judy Beaker

In the presence of:
Vivian Andrews
Connie Thompson

BOARD OF COUNTY COMMISSIONERS,
MARTIN COUNTY
By: John F Saunderson
Chairman
Attest:
Dorothy Pierce
Clerk

(Corporate Seal)

STATE OF FLORIDA AND COUNTY OF Martin

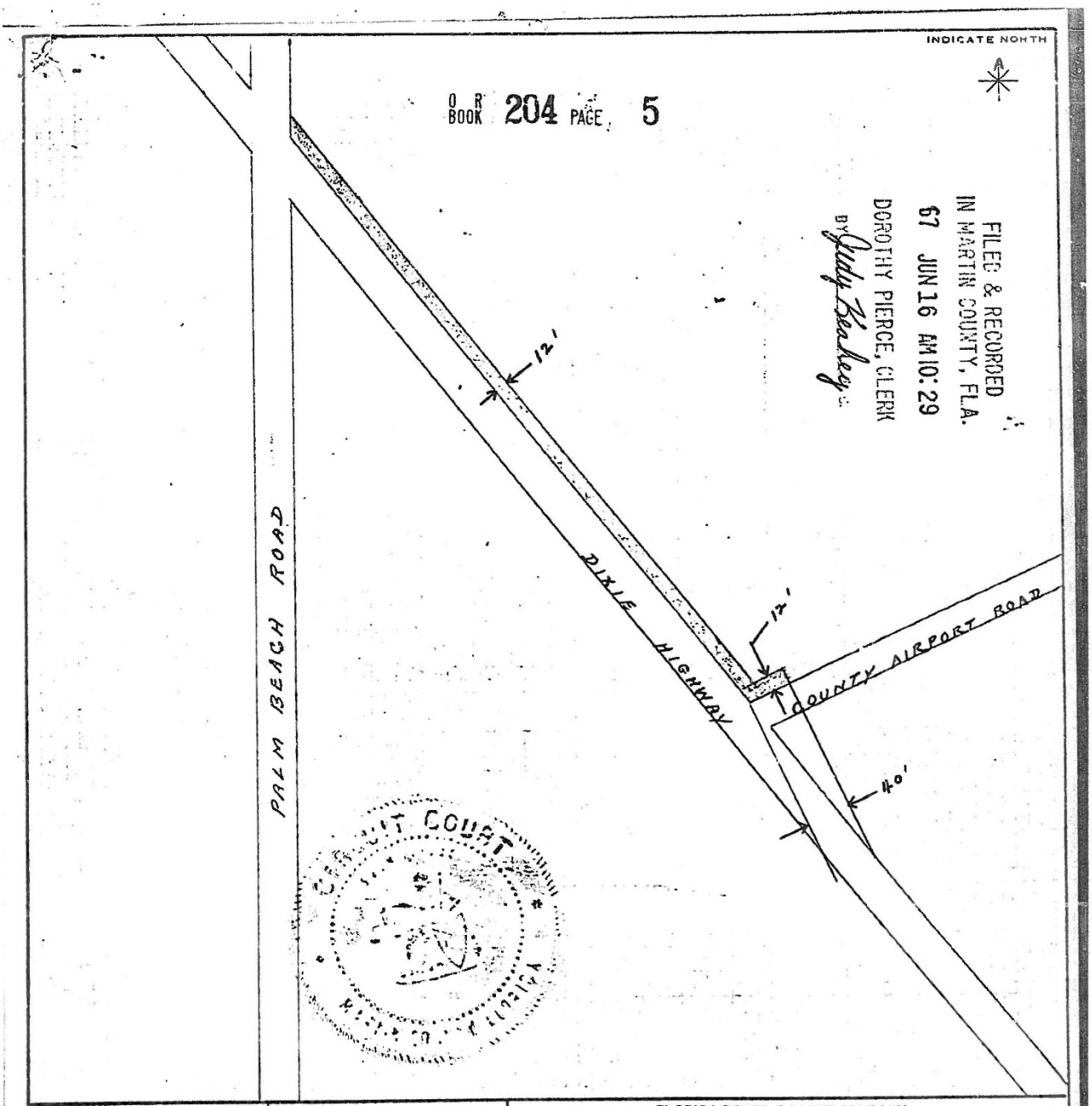
I HEREBY CERTIFY that before me, personally appeared John F. Saunderson & Dorothy Pierce, respectively Chairman and Clerk of The Board of Commissioners, Martin County a Corporation organized under the Laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument, 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 they affixed thereto the official seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this 13th day of June 19 67.

My Commission expires: Aug 10 1969.

Peggy Lowery
Notary Public, State of Florida at Large

FORM 1732C REV. 6/62



Easement Req'd. Yes ☐ No ☐			Survey/Stakes Req'd. Yes ☐ No ☐	
Tree Work Req'd. Yes ☐ No ☐			Permission Req'd. Yes ☐ No ☐	
Permit Req'd.	City	County Rd.	County Air	State Rd.
FAA	FDC	RR Xing	Dr. Dist.	Transm.
Request Tel. Co. Set Poles Yes ☐ No ☐ Tel. Attachment Per				
Request Tel. Co. Transfer Yes ☐ No ☐ _____				
Type Construction: Long Span ☐ Short Span ☐				
Pole Line Feet _____ Add/Rem. On Transm. _____ Add/Rem				
Map Posting Req'd. Yes ☐ No ☐ Posted by _____				

FLORIDA POWER & LIGHT COMPANY

EASEMENT FROM MARTIN COUNTY

Engineer	Date 5/25/67
DRAWN BY _____ CHECKED BY _____	Dwg. No.
Rural Location Sec. _____ TWP. _____ S, R. _____ E.	
Scale:	St. Lt. Map No. / Pri. Map No.
RWO/SIO/TWO No. _____ ER No. _____	LOC'N CODE

FORM 1461 REV. 7/62 PO-40544

THIS INSTRUMENT PREPARED BY
W. R. SCOTT
OF SCOTT AND TILTON, ATTORNEYS
700 COLORADO AVENUE
STUART, FLORIDA 33494

150437

EASEMENT

THIS INDENTURE, made and entered into this 28th day of September, 1970, by and between MARTIN COUNTY, a Political Subdivision of the State of Florida, hereinafter called the First Party, and CITY OF STUART, a Florida Municipal Corporation, hereinafter called the Second Party:

WITNESSETH:

That for and in consideration of the sum of One ($1.00) Dollar and other valuable considerations, the Party of the First Part, has this day bargained and sold, and by these presents does bargain, sell, convey, transfer and deliver to the Second Party, its successors and assigns a permanent easement for the purpose of installation, replacement and maintenance of water wells and transmission lines by the Grantee or its assigns or nominee, said well locations lying on the East side of Palm Beach Road and State Road A-1-A and also being in Sections 10 and 15, Township 38 South, Range 41 East. Said Easements being 20 feet wide and the centerline of said easements being described as follows:

Section 10, Township 38 South, Range 41 East:

Easement No. 1: Beginning at the one-quarter (¼) section corner on the West line of said section 10 thence proceed South 0°34'23" West for a distance of 215.81 feet to the point or place of beginning. (1) Thence proceed East perpendicular to said West line of section 10 for a distance of 155 feet to the end of said easement. Less any and all rights of way of Palm Beach Road of record.

Easement No. 2: Beginning at the point where the West line of Section 10 intersects the Easterly right of way line of The Florida East Coast Railroad thence proceed South 41°57'00" East along the East right of way line of the Florida East Coast Railroad for a distance of 493.83 feet to the point or place of beginning. (1) Thence proceed Easterly perpendicular to said right of way line for a distance of 186 feet to the end of said easement. Less any and all rights of way of State Road A-1-A of record.

Easement No. 3: Beginning at the point where the West line of Section 10 intersects the Easterly right of way line of the Florida East Coast Railroad thence proceed South 41°57'00" East along the East right of way line of the Florida East Coast Railroad for a distance of 1093.83

feet to the point or place of beginning. (1) Thence proceed Easterly perpendicular to said right of way line for a distance of 186 feet to the end of said easement. Less any and all rights of way of State Road A-1-A of record.

Easement No. 4: Beginning at the point where the West line of Section 10 interseds the Easterly right of way line of the Florida East Coast Railroad thence proceed South 41°57'00" East along the East right of way line of the Florida East Coast Railroad for a distance of 1693.83 feet to the point or place of beginning. (1) Thence proceed Easterly perpendicular to said right of way line for a distance of 186 feet to the end of said easement. Less any and all rights of way of State Road A-1-A of record.

Easement No. 5: Beginning at the point where theWest line of Section 10 intersects the Easterly right of way line of the Florida East Coast Railroad thence proceed South 41°57'00" East along the East right of way line of the Florida East Coast Railroad for a distance of 2293.83 feet to the point or place of beginning. (1) Thence proceed Easterly perpendicular to the said right of way line for a distance of 186 feet to the end of said easement. Less any and all rights of way of State Road A-1-A of record.

Easement No. 6: Beginning at the point where the West line of Section 10 interseds the Easterly right of way line of the Florida East Coast Railroad thence proceed South 41°57'00" East along the East right of way line of the Florida East Coast Railroad for a distance of 2928.70 feet to the point or place of beginning. (1) Thence proceed Easterly perpendicular tothe said right of way line for a distance of 186 feet to the end of said easement. Less any and all rights of way of State Road A-1-A of record.

Section 15, Township 38 South, Range 41 East:

Easement No. 7: Beginning at the point of intersection of the South line of said Section 15 and the Easterly right of way line of the Florida East Coast Railroad thence proceed South 41°57'00" East along the East right of way line of the Florida East Coast Railroad for a distance of 577.05 feet to the point or place of beginning. (1) Thence proceed Easterly perpendicular to said right of way line for a distance of 186 feet to the end of said easement. Less any and all rights of way of State Road A-1-A of record.

PROVIDED, that these lands be used only for the purpose of water wells, and transmission lines, the grantee hereunder, by such use and acceptance hereof does agree to indemnify and hold the grantor harmless from any claim relating to such use.

TO HAVE AND TO HOLD said easements unto the CITY OF STUART forever, Party of the First Part does hereby covenant with CITY OF STUART, that it is lawfully seized and possessed of the real estate above described and that it has a good and lawful right to convey it or any part thereof; that it is free from all en-

cumbrances and that it will further warrant and defend the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the First Party has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

MARTIN COUNTY, FLORIDA

By: William E. Owens
Chairman
Board of County Commissioners

ATTEST:

Dorothy Pierce
Clerk of the Circuit Court

STATE OF FLORIDA)
: ss
COUNTY OF MARTIN)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County named above to take acknowledgments, personally appeared before me WILLIAM E. OWENS, Chairman of the Board of County Commissioners of Martin County, Florida and DOROTHY PIERCE, Clerk of the Circuit Court of Martin County, Florida, to me well known to be the persons in and who executed the foregoing instrument, and acknowledged before me thatthey executed the same in the name of and for Martin County, Florida.

WITNESS my hand and official seal in the State and County named above this 28th day of September, 1970.

Notary Public

My Commission Expires:

(Notary Seal)

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 22, 1973
BONDED THRU FRED W. DIESTELHORST

STATE OF FLORIDA
DOCUMENTARY
SUR TAX
$.55

FLORIDA
30 CENTS

FILED FOR RECORD
MARTIN COUNTY, FLA.
'70 SEP 29 PM 1:40
DOROTHY PIERCE
CLERK OF CIRCUIT COURT
BY D.C.

BOOK 311 PAGE 459

165032

EASEMENT

RWO/SIO/TWO_____
ER No._____Loc'n._____
Pole No._____

Section Section 10
Township 38 South
Range 41 East
Nov. 18, 1971

Florida Power & Light Company
Miami, Florida

Gentlemen:

In consideration of the payment to me/us by you of $1.00 and other good and valuable consideration which I/we have received, I/we and those holding through me/us, grant and give to you and your successors an easement for the construction, operation and maintenance of electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, change the size of or remove such facilities or any of them; to permit the attachment of conduits, wires or cables of any other Company or person; also, to cut, trim and keep clear all trees, brush and undergrowth or other obstructions that might endanger or interfere with said facilities, on, over, upon, under, and across my/our property described as follows:

A strip 10 feet wide centered 55 feet Northeasterly of and parallel to State Road 707 (A1A) East R/W, beginning at the East R/W of Palm Beach Road, and running Southeasterly a distance of 3,060 feet to the South line of Section 10, Township 38 South, Range 41 East, Martin County, Florida.

This instrument was prepared by
ZEALAND
FLORIDA POWER & LIGHT COMPANY
DRAWER 867, STUART, FLORIDA

TWO WITNESSES
REQUIRED BY FLORIDA LAW

MARTIN COUNTY

In the presence of:

Marjorie Heckert
Margaret Manchester

By: Jack R. Dobbs (Seal)
Its Administrator

_____ (Seal)

_____ (Seal)

_____ (Seal)

OR BOOK 333 PAGE 310

FORM 1732 REV. 6/69

STATE OF FLORIDA AND COUNTY OF MARTIN

I, a Notary Public in and for the County and State aforesaid, do hereby certify that Marjorie Deckert and Margaret Manchester known to me, personally appeared before me and acknowledged the execution of the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal in said County and State this 18 day of November 19 71.

My Commission Expires: _____ 19___.

Patricia H. Griffin
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

Notary Public, State of Florida at Large
My Commission Expires Nov. 1, 1974
Bonded By American Fire & Casualty Co.

STATE OF FLORIDA AND COUNTY OF MARTIN

I Hereby Certify that before me, personally appeared Jack R. Noble,

respectively, Administrator ~~President~~ and _____ Secretary of Martin County

a Corporation organized under the Laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument, 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 they affixed thereto the official seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this 18 day of November 19 71.

My Commission Expires: _____ 19___.

Patricia H. Griffin
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

Notary Public, State of Florida at Large
My Commission Expires Nov. 1, 1974
Bonded By American Fire & Casualty Co.

FILED FOR RECORD
MARTIN COUNTY, FLA.
1971 DEC -7 PM 1:13
DOROTHY PIERCE
CLERK CIRCUIT COURT

MARTIN COUNTY
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEC-7'71
030
DEPT. OF REVENUE
P.B. 190155

STATE OF FLORIDA
DOCUMENTARY
SUR TAX
$.55

OR BOOK 333 PAGE 311

380261

EASEMENT

(RE: Easement Agreement ;

This EASEMENT *Executed this* 17th *day of* June , *A. D.* 1980 , *by* MARTIN COUNTY, a political subdivision of the State of Florida,

first party, to GRUMMAN AEROSPACE CORPORATION, a New York corporation,

whose postoffice address is Bethpage, New York 11714

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

- Witnesseth, *That the said first party, for and in consideration of the sum of* $ 1.00 *in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby* grant *unto the said second party* an easement for the use of a railroad spur track in *the following described land, situate, lying and being in the County of* Martin, *State of* Florida , *to-wit:*

A 60 foot wide railroad spur easement located in Section 10, Township 38 South, Range 41 East, Martin County, Florida, and lying 30 feet each side of the following described centerline:

Commence at Mile Post 263 + 3195 feet as shown on Florida East Coast Railway Company Plan Number 263-5, dated June 5, 1979 and run Northwesterly along the centerline of the main track of the Florida East Coast Railway for a distance of 29.9 feet to the Point of Beginning for the centerline of the following described easement;

Thence run along a line that deflects 5°43'29" to the right from said main track centerline for a distance of 405.1 feet to a point of curvature on a 14 degree curve to the right, said curve having a radius of 410.28 feet; Thence run Northerly along the arc of this curve through a central angle of 37°42'20" and an arc length of 270 feet to a point of tangency; said point being the end point of said centerline;

LESS and excepting therefrom any part of the above-described easement which falls within the Florida East Coast Railway Company right-of-way.

THIS RAILROAD SPUR EASEMENT GRANTED HEREBY MAY BE UTILIZED BY THE GRANTEE, ITS ASSIGNS AND SUCCESSORS, FOR THE DURATION OF THE LEASE ORIGINALLY ENTERED INTO BETWEEN MARTIN COUNTY AND GRUMMAN AIRCRAFT ENGINEERING CORPORATION (THE PREDECESSOR IN INTEREST TO THE GRANTEE WHICH HAS SUCCEEDED TO ALL RIGHT, TITLE AND INTEREST OF ITS PREDECESSOR IN INTEREST) ON SEPTEMBER 27. 1950 AS SAID LEASE HAS BEEN AMENDED AND AS IT MAY BE AMENDED CONCERNING THE PROPERTY KNOWN AS WITHAM FIELD, CONSISTING OF APPROXIMATELY 900 ACRES.

In Witness Whereof, *The said first party has signed and sealed these presents the day and year first above written.*

ATTEST: O.R. BOOK 499 PAGE 67

LOUISE V. ISAACS, CLERK

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY: _____
MAGGY HURCHALLA
CHAIRMAN

APPROVED AS TO FORM AND CORRECTNESS:

STEPHEN FRY, COUNTY ATTORNEY

90 JUL 9 AM : 32

Work Order No.

Sec.10 , Twp 38 S, Rge 41 E

Parcel I.D.103841000001000109
(Maintained by County Appraiser)

Form 3722-A (Stocked) Rev. 7/94

EASEMENT

This Instrument Prepared By
Name: Norman Asbjornsen
Co. Name: Martin County
Address: 2401 SE Monterey Rd
Stuart, FL 34996

pg 1 of 4.

INSTR # 2266734
OR BK 02509 PG 2955
Pgs 2955 - 2958; (4pgs)
RECORDED 04/01/2011 01:13:11 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C Hunter

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

See Exhibit "A"

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on March 15, 2011

ATTEST:

MARSHA EWING, CLERK

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS:

EDWARD V. CIAMPI, CHAIRMAN

APPROVED AS TO FORM AND CORRECTNESS:

STEPHEN FRY, COUNTY ATTORNEY

BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY FLORIDA

S:\10projects\10-20vaught\10 DRAWING\SL-UTILITY-E4.dwg, 2/14/2011 4:24:36 PM, Betsy Lindsay, hp color LaserJet 5500

EXHIBIT "A"

SURVEYOR'S NOTES

1. THE BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, NORTH AMERICAN DATUM OF 83/90, FLORIDA EAST ZONE, REFERENCE A BEARING OF N00°20'44"E ALONG THE WEST LINE OF SECTION 10-38-41, MARTIN COUNTY, FLORIDA.
2. THIS IS NOT A BOUNDARY SURVEY.
3. THIS SKETCH AND LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 3.

ABBREVIATIONS

NO.	NUMBER
F.E.C.	FLORIDA EAST COAST
FPL	FLORIDA POWER & LIGHT COMPANY
P.L.S.	PROFESSIONAL LAND SURVEYOR
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
RNG.	RANGE
SEC.	SECTION
S.R.	STATE ROAD
TWP.	TOWNSHIP

LOCATION MAP
(NOT TO SCALE)

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON FEBRUARY 11, 2011, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY, N.C.
SURVEYORS AND MAPPERS

ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724

NOT VALID WITHOUT THE SIGNATURE
AND ORIGINAL RAISED SEAL OF FLORIDA
LICENSED SURVEYOR AND MAPPER

DATE	REVISIONS

SHEET NO. 1 OF 3 SHEETS
PROJECT NO. 10-20 C

A PORTION OF WITHAM FIELD AIRPORT IN SEC. 10, TWP. 38 S., RNG. 41 E-CITY OF STUART, MARTIN COUNTY, FL

SKETCH AND LEGAL DESCRIPTION
FPL EASEMENT

DATE 02/11/2011
SCALE NOT TO SCALE
FIELD BK. ---
DRAWING BY DJB
CHECKED BY E.A.L.

BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7987 S.W. JACK JAMES DRIVE, STUART, FLORIDA 34997
(772)220-2100 (772)220-2203FAX
LICENSED BUSINESS NO. 6662

S:\10projects\10-20vaught\10 DRAWING\SL-UTILITY-E4.dwg, 2/14/2011 4:24:56 PM, Betsy Lindsay, hp color LaserJet 5500

LEGAL DESCRIPTION

A FLORIDA POWER AND LIGHT COMPANY EASEMENT BEING A PORTION OF THE WITHAM FIELD AIRPORT PROPERTY LYING IN A PORTION OF SECTION 10, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE N00°20'44"E ALONG THE WEST LINE OF SAID SECTION 10 FOR A DISTANCE OF 2,197.93 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE F.E.C. RAILWAY; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE FOR THE FOLLOWING TWO (2) COURSES; (1) S42°00'14"E, A DISTANCE OF 831.51 FEET; (2) S41°59'52"E, A DISTANCE OF 2,257.23 FEET; THENCE N48°00'08"E, A DISTANCE OF 1,323.04 FEET TO THE POINT OF BEGINNING; THENCE N15°04'22"W, A DISTANCE OF 7.33 FEET; THENCE N07°26'15"W, A DISTANCE OF 75.56 FEET; THENCE N17°17'11"E, A DISTANCE OF 123.56 FEET; THENCE N69°50'06"W, A DISTANCE OF 16.15 FEET; THENCE N20°09'54"E, A DISTANCE OF 17.71 FEET; THENCE S69°50'06"E, A DISTANCE OF 25.27 FEET; THENCE S17°17'11"W, A DISTANCE OF 138.59 FEET; THENCE S07°26'15"E, A DISTANCE OF 72.71 FEET; THENCE S15°04'22"E, A DISTANCE OF 6.67 FEET; THENCE S74°55'38"W, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,489 SQUARE FEET OR 0.057 ACRES, MORE OR LESS.

SAID EASEMENT BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS OR RESTRICTIONS.

DATE	REVISIONS

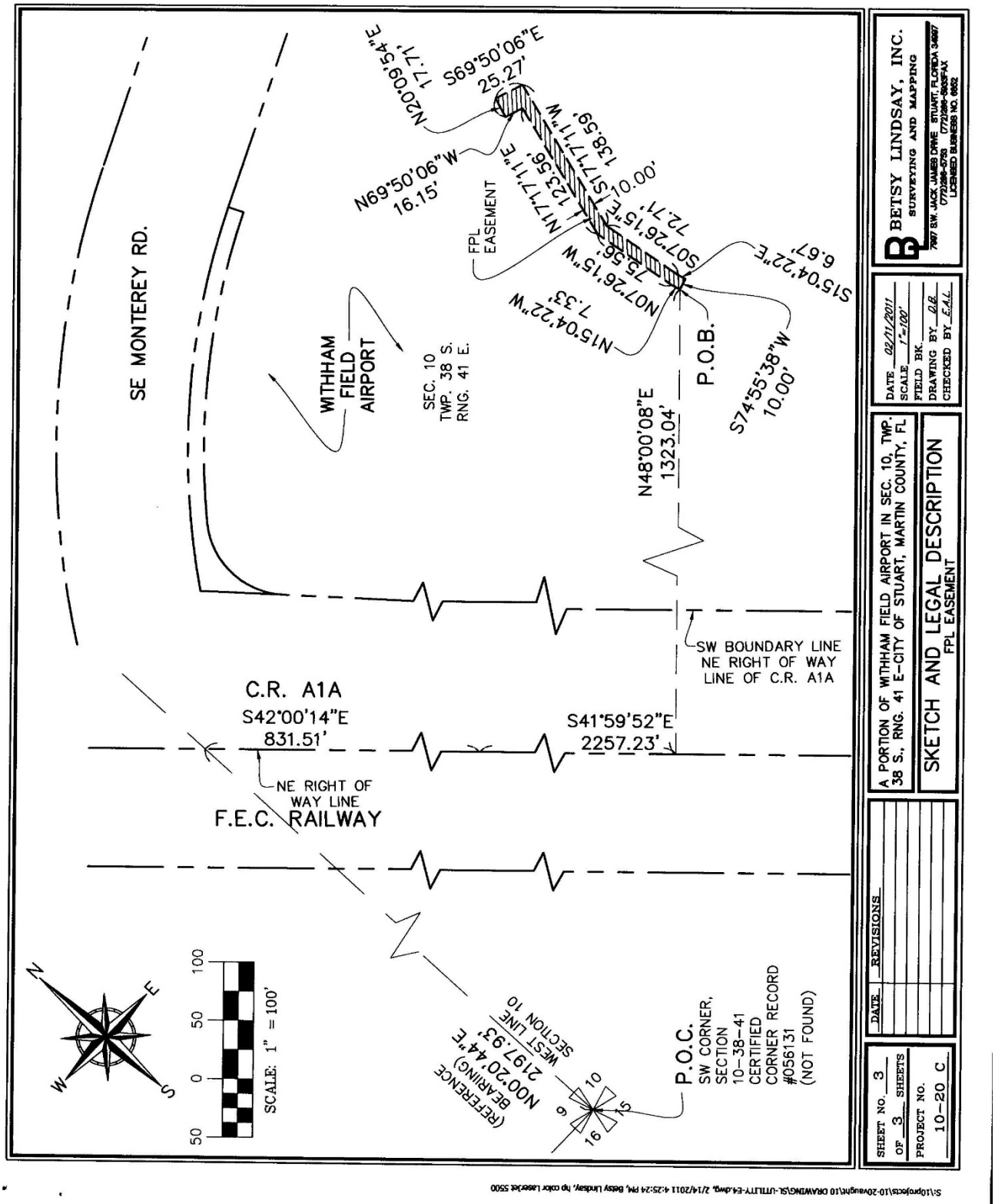
SHEET NO. 2 OF 3 SHEETS
PROJECT NO. 10-20 C

A PORTION OF WITHHAM FIELD AIRPORT IN SEC. 10, TWP. 38 S., RNG. 41 E-CITY OF STUART, MARTIN COUNTY, FL

SKETCH AND LEGAL DESCRIPTION
FPL EASEMENT

DATE 02/11/2011
SCALE NOT TO SCALE
FIELD BK. ____
DRAWING BY GB
CHECKED BY EAL

BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7997 S.W. JACK JAMES DRIVE, STUART, FLORIDA 34997
(772)286-5783 (772)286-5784FAX
LICENSED BUSINESS NO. 6852


SE MONTEREY RD.
WITHAM FIELD AIRPORT
SEC. 10 TWP. 38 S. RNG. 41 E.
FPL EASEMENT
N20°09'54"E 17.71'
S69°50'06"E 25.27'
N69°50'06"W 16.15'
N17°17'11"E 123.56'
S17°17'11"W 138.59'
10.00'
S07°26'15"E 12.71'
N07°26'15"W 75.56'
N15°04'22"W 7.33'
S15°04'22"E 6.67'
P.O.B.
S74°55'38"W 10.00'
N48°00'08"E 1323.04'
SW BOUNDARY LINE NE RIGHT OF WAY LINE OF C.R. A1A
C.R. A1A
S42°00'14"E 831.51'
S41°59'52"E 2257.23'
NE RIGHT OF WAY LINE F.E.C. RAILWAY
P.O.C. SW CORNER, SECTION 10-38-41 CERTIFIED CORNER RECORD #056131 (NOT FOUND)
(REFERENCE BEARING) N00°20'44"E 2197.93' WEST LINE SECTION 10
SCALE: 1" = 100'
BETSY LINDSAY, INC. SURVEYING AND MAPPING
7997 SW. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5793 (772)286-5905-FAX LICENSED BUSINESS NO. 6852
DATE 02/21/2011
SCALE 1"=100'
FIELD BK.
DRAWING BY D.B.
CHECKED BY E.A.L.
A PORTION OF WITHAM FIELD AIRPORT IN SEC. 10, TWP. 38 S., RNG. 41 E-CITY OF STUART, MARTIN COUNTY, FL
SKETCH AND LEGAL DESCRIPTION
FPL EASEMENT
DATE REVISIONS
SHEET NO. 3 OF 3 SHEETS
PROJECT NO. 10-20 C
S:\10projects\10-20vaughn\10 DRAWINGS\SL-UTILITY-E4.dwg, 2/14/2011 4:25:24 PM, Betsy Lindsay, hp color LaserJet 5500

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OR BK 2618 PG 1470
(5 Pgs)
RECORDED 12/14/2012 03:31:28 PM
MARSHA EWING
MARTIN COUNTY CLERK

EASEMENT

This Instrument Prepared By:
Jeffrey Dougherty
for: Martin County
2401 SE Monterey Road
Stuart, FL 34996
Real Property Project #1802
pg 1 of 5.

Sec.10, Twp 38 S, Rge 41 E

PCN:103841000001000109
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 7/94

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, a nonexclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including wires, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

SEE EXHIBIT "A-1" and "A-2" ATTACHED HERETO AND MADE A PART HEREOF.

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all obstructions within the easement area. Grantee hereby expressly agrees the in the event Grantee abandons the use of the easement premises described herein for the purpose herein expressed, the Easement granted hereby shall become null and void, and all rights in and to the said easement premises shall revert to the Grantor.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on NOVEMBER 20, 2012

ATTEST:

MARSHA EWING, CLERK

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS:

SARAH HEARD,CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

STEPHEN FRY, COUNTY ATTORNEY

EXHIBIT A-1

DESCRIPTION OF FPL EASEMENT NO. 1 AT PARCEL I
VOUGHT AIRCRAFT INDUSTRIES
WITHAM FIELD, CITY OF STUART, MARTIN COUNTY, FLORIDA

A ten foot wide easement for electrical utility purposes over that part of Section 10, Township 38 South, Range 41 East, Martin County, Florida described as follows:

Commence at the Southwest corner of said Section 10 and run South 89°52'40" East along the South line of said Section 10 for 2166.47 feet to a point on the Northeast right of way line of County Road A-1-A as shown on Right of Way Location Sketch prepared by LBFH (Project No. 01-0069), dated 9/15/2007; Thence run North 42°00'47" West along said right of way line for 1576.56 feet to the Point of Beginning for the following described easement parcel:
Thence continue North 42°00'47" West along said right of way line for 10.00 feet; Thence, departing said right of way line, run North 49°36'22" East for 273.05 feet; Thence run South 52°22'20" East for 64.50 feet; Thence run South 37°37'40" West for 10.00 feet; Thence run North 52°22'20" West for 56.40 feet; Thence run South 49°36'22" West for 264.66 feet to the Point of Beginning.

The area of this parcel is 3,292 square feet, more or less.

This description and sketch were prepared by Arthur Speedy, Professional Surveyor and Mapper, for C. Calvert Montgomery & Associates, Inc.; P.O. Box 92, 959 South Federal Highway, Stuart, Florida 34994.

DATE: 01.28.10			
SCALE: 1"=50'			
PAGE 1 OF 2	NO.	REVISION	DATE

C. CALVERT MONTGOMERY & ASSOCIATES, INC.
ENGINEERS • SURVEYORS (C.A. & L.B. 000160)
P.O. BOX 92...959 S. FEDERAL HWY.....STUART, FLORIDA 34995
(Tel.) 772-287-3636 (Fax) 772-220-0580

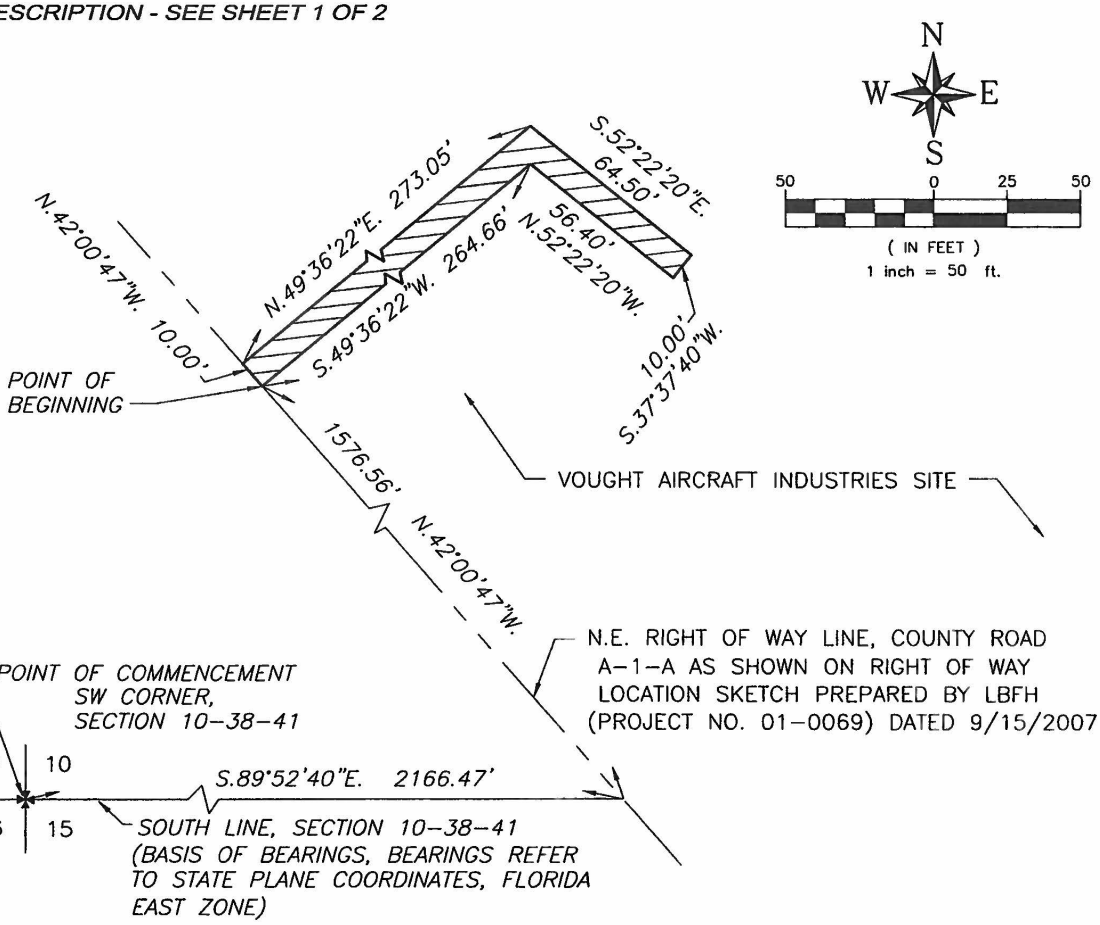
SECTION 10, TOWNSHIP 38 SOUTH, RANGE 41 EAST
MARTIN COUNTY, FLORIDA
FPL WORK ORDER NO._____

SKETCH OF DESCRIPTION
PREPARED FOR FLORIDA POWER AND LIGHT CO.

EXHIBIT A-1

DESCRIPTION - SEE SHEET 1 OF 2

RESERVED FOR CIRCUIT COURT



INDICATES PROPOSED FPL EASEMENT NO. 1

Certified by:

Arthur Speedy
Professional Surveyor & Mapper
Florida License No. 3343

SURVEYOR' NOTES:

1. *THIS IS NOT A BOUNDARY SURVEY.*
2. *LANDS SHOWN HEREON WERE NOT ABSTRACTED OR RESEARCHED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.*

DATE: 01.28.10			
SCALE: 1"=50'			
PAGE 2 OF 2	NO.	REVISION	DATE

C. CALVERT MONTGOMERY & ASSOCIATES, INC.
ENGINEERS • SURVEYORS (C.A. & L.B. 000160)
P.O. BOX 92...959 S. FEDERAL HWY.....STUART, FLORIDA 34995
(Tel.) 772-287-3636 (Fax) 772-220-0580

EXHIBIT A-2

DESCRIPTION OF FPL EASEMENT NO. 2 AT PARCEL I
TRIUMPH AEROSTRUCTURES
WITHAM FIELD, CITY OF STUART, MARTIN COUNTY, FLORIDA

A ten foot wide easement for electrical utility purposes over that part of Section 10, Township 38 South, Range 41 East, Martin County, Florida described as follows:

Commence at the Southwest corner of said Section 10 and run South 89°52'40" East along the South line of said Section 10 for 2166.47 feet to a point on the Northeast right of way line of County Road A-1-A as shown on Right of Way Location Sketch prepared by LBFH (Project No. 01-0069), dated 9/15/2007;Thence run North 42°00'47" West along said right of way line for 1586.56 feet; Thence, departing said right of way line, run North 49°36'22" East for 268.11 feet to the Point of Beginning for the following described easement parcel:

Thence run North 31°21'40" East for 119.05 feet; Thence run North 43°12'13" West for 27.12 feet to a point on the Northwesterly line of Triumph Aerostructures lease from Martin County; Thence run North 67°52"36" East along said Northwesterly lease line for 10.72 feet; Thence run South 43°12'13" East for 23.27 feet; Thence run North 62°14'17" East for 181.96 feet to a point on the Northeasterly line of Triumph Aerostructures lease from Martin County; Thence run South 19°10'47" East along said Northeasterly lease line and its Southerly extension for 10.11 feet; Thence run South 62°14'17" West for 182.88 feet; Thence run South 31°21'40" West for 117.72 feet; Thence run North 52°22'20" West for 8.51 feet; Thence run South 49°36'22" West for 4.94 feet to the Point of Beginning.

The area of this parcel is 3,284 square feet, more or less.

This description and sketch were prepared by Arthur Speedy, Professional Surveyor and Mapper, for C. Calvert Montgomery & Associates, Inc.; P.O. Box 92, 959 South Federal Highway, Stuart, Florida 34994.

DATE: 10.03.12			
SCALE:			
PAGE 1 OF 2	NO.	REVISION	DATE

C. CALVERT MONTGOMERY & ASSOCIATES, INC.
ENGINEERS • SURVEYORS (C.A. & L.B. 000160)
P.O. BOX 92...959 S. FEDERAL HWY.....STUART, FLORIDA 34995
(Tel.) 772-287-3636 (Fax) 772-220-0580

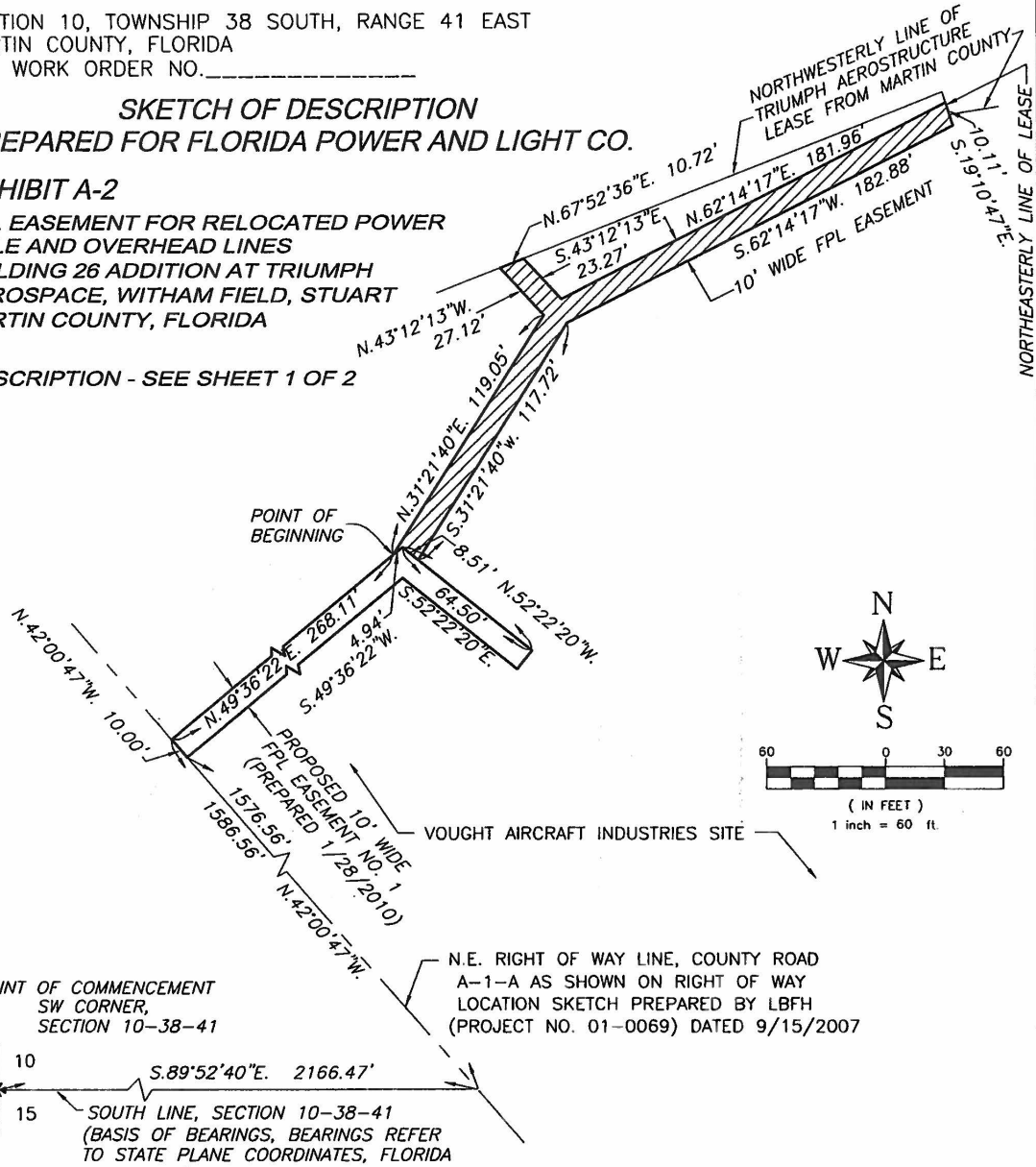
SECTION 10, TOWNSHIP 38 SOUTH, RANGE 41 EAST
MARTIN COUNTY, FLORIDA
FPL WORK ORDER NO._____

SKETCH OF DESCRIPTION
PREPARED FOR FLORIDA POWER AND LIGHT CO.

EXHIBIT A-2

FPL EASEMENT FOR RELOCATED POWER POLE AND OVERHEAD LINES BUILDING 26 ADDITION AT TRIUMPH AEROSPACE, WITHAM FIELD, STUART MARTIN COUNTY, FLORIDA

DESCRIPTION - SEE SHEET 1 OF 2



INDICATES PROPOSED FPL EASEMENT NO.2

SURVEYOR' NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED OR RESEARCHED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

Certified by:

Arthur Speedy
Professional Surveyor & Mapper
Florida License No. 3343

DATE: 10.03.12			
SCALE: 1"=60'	1	BEARING REVISION	10.22.12
PAGE 2 OF 2	NO.	REVISION	DATE

C. CALVERT MONTGOMERY & ASSOCIATES, INC.
ENGINEERS • SURVEYORS (C.A. & L.B. 000160)
P.O. BOX 92...959 S. FEDERAL HWY.....STUART, FLORIDA 34995
(Tel.) 772-287-3636 (Fax) 772-220-0580

INSTR # 2401257
OR BK 2658 PG 1880
(10 Pgs)
RECORDED 06/19/2013 03:00:13 PM
CAROLYN TIMMANN
MARTIN COUNTY CLERK

NON-EXCLUSIVE WATER AND SEWER EASEMENT

THIS NON-EXCLUSIVE WATER AND SEWER EASEMENT executed and delivered this 6th day of June, 2013, by and between MARTIN COUNTY, a political subdivision of the State of Florida, whose post office address is 2401 S.E. Monterey Road, Stuart, Florida (hereinafter the "Grantor"), and the CITY OF STUART, FLORIDA, a municipal corporation of the State of Florida (hereinafter the "Grantee").

WITNESSETH

WHEREAS, Grantor intends to grant a non-exclusive water and sewer easement (the "Easement") to Grantee on that certain land described on Exhibit "A" attached hereto and made a part hereof (the "Easement Premises"), subject to certain terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of Ten AND NO/100 DOLLARS ($10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee the Easement across and under the Easement Premises, subject to the following:

1. **Purposes and Permitted Uses.** The purpose of the Easement is to provide Grantee, its agents and employees, access to and use of the Easement Premises for the construction, operation, maintenance, repair, replacement and ownership of water and sewer lines and appurtenances by the Grantee within the Easement Premises.

2. **Prohibition of Assignment.** Grantee shall not assign this Easement without the express, written consent of the Martin County Board of County Commissioners. Any attempt to assign the Easement without the required consent shall nullify the Easement and all rights thereto.

3. **Grantor's Rights.** The Grantor shall retain all rights over and upon the Easement Premises for paving, drainage, utilities, airport functions, and any other use which does not conflict with Grantee's use.

4. **Notice, Approval and Restoration of Easement Premises.** Prior to accessing the Easement Premises, the Grantee shall notify the Air Traffic Control Tower and the Airport Director or his designee, and receive approval to access the Easement Premises. The Grantee agrees that it will not alter or obstruct or allow the alteration or obstruction of the Easement Premises in any way without the express written consent of the Grantor. Grantee, its contractors, agents and employees shall have free access to the Easement Premises and every part thereof, at all times, for the purpose of exercising the rights granted herein; provided however in making any excavations on the Easement Premises, Grantee shall make the same in such manner as will cause the least injury to the surface of the ground and restore any improvements within such excavation to as near the same condition as it was prior to such excavation as soon as is practicable.

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

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY FLORIDA,
AS GRANTOR

ATTEST:

CAROLYN TIMMANN,
CLERK OF THE CIRCUIT COURT

ED FIELDING, VICE CHAIR

APPROVED AS TO FORM AND
CORRECTNESS:

MICHAEL D. DURHAM,
COUNTY ATTORNEY

ACKNOWLEDGED AND ACCEPTED:
THE CITY OF STUART, FLORIDA,
A MUNICIPAL CORPORATION OF
THE STATE OF FLORIDA, AS
GRANTEE

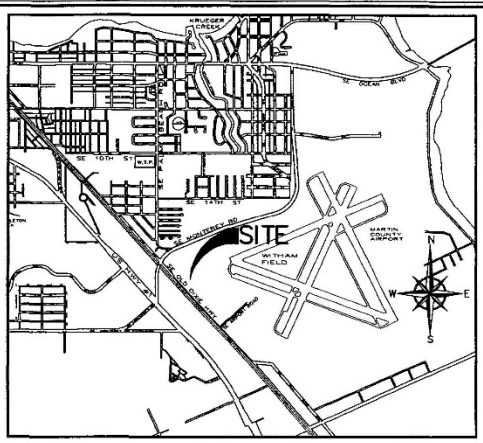
ATTEST:

CHERYL WHITE, CLERK

EULA CLARKE, MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

Robert Kilbride, CITY ATTORNEY



LOCATION MAP
(NOT TO SCALE)

SURVEYOR'S NOTES

1. THE BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, NORTH AMERICAN DATUM OF 83/90, FLORIDA EAST ZONE, REFERENCE A BEARING OF N00°20'44"E ALONG THE WEST LINE OF SECTION 10-38-41, MARTIN COUNTY, FLORIDA.

2. THIS IS NOT A BOUNDARY SURVEY.

3. THIS SKETCH AND LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 8.

ABBREVIATIONS

℄	CENTERLINE	P.O.C.	POINT OF COMMENCEMENT
Δ	CENTRAL (DELTA) ANGLE	P.O.T.	POINT OF TERMINUS
L	LENGTH	R	RADIUS
NO.	NUMBER	RNG.	RANGE
F.E.C.	FLORIDA EAST COAST	SEC.	SECTION
P.L.S.	PROFESSIONAL LAND SURVEYOR	S.R.	STATE ROAD
P.O.B.	POINT OF BEGINNING	TWP.	TOWNSHIP
		U.E.	UTILITY EASEMENT

Exhibit "A"

SURVEYOR'S CERTIFICATION

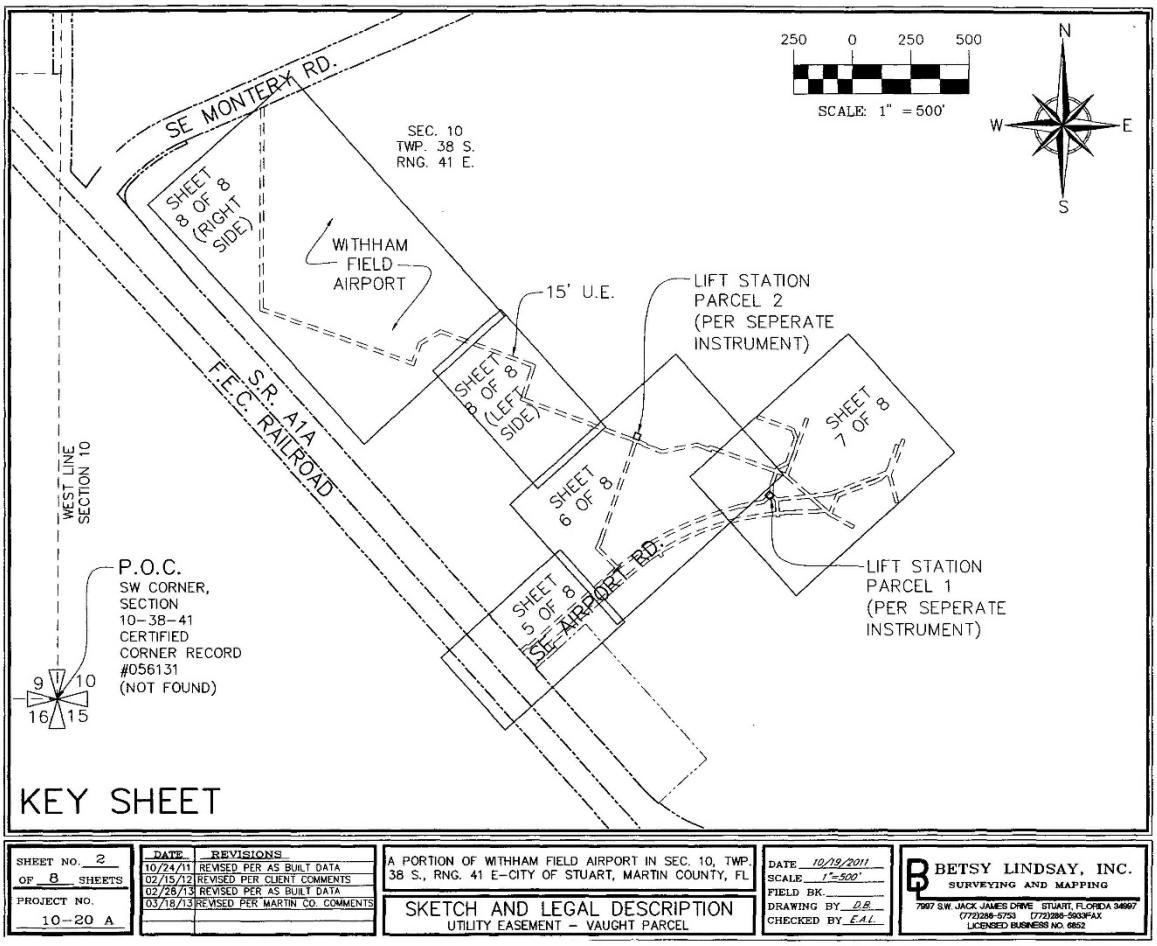
I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON OCTOBER 19, 2011, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY, INC.
SURVEYORS AND MAPPERS

ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET NO. 1 OF 8 SHEETS PROJECT NO. 10-20 A	DATE / REVISIONS 10/24/11 REVISED PER AS BUILT DATA 02/15/12 REVISED PER CLIENT COMMENTS 02/28/13 REVISED PER AS BUILT DATA 03/18/13 REVISED PER MARTIN CO. COMMENTS	A PORTION OF WITHHAM FIELD AIRPORT IN SEC. 10, TWP. 38 S., RNG. 41 E-CITY OF STUART, MARTIN COUNTY, FL SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT – VAUGHT PARCEL	DATE 10/19/2011 SCALE NOT TO SCALE FIELD BK. ____ DRAWING BY D.B. CHECKED BY E.A.L.	BETSY LINDSAY, INC. SURVEYING AND MAPPING 7957 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5753 (772)286-9853FAX LICENSED BUSINESS NO. 6852



SHEET NO. 2 OF 8 SHEETS PROJECT NO. 10-20 A	DATE / REVISIONS 10/24/11 REVISED PER AS BUILT DATA 02/15/12 REVISED PER CLIENT COMMENTS 02/26/13 REVISED PER AS BUILT DATA 03/18/13 REVISED PER MARTIN CO. COMMENTS	A PORTION OF WITHHAM FIELD AIRPORT IN SEC. 10, TWP. 38 S., RNG. 41 E-CITY OF STUART, MARTIN COUNTY, FL SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT - VAUGHT PARCEL	DATE 10/19/2011 SCALE 1"=500' FIELD BK. DRAWING BY D.B. CHECKED BY E.A.L.	BETSY LINDSAY, INC. SURVEYING AND MAPPING 7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5753 (772)286-5933FAX LICENSED BUSINESS NO. 6852

LEGAL DESCRIPTION

A 15 FOOT WIDE UTILITY EASEMENT BEING A PORTION OF THE WITHAM FIELD AIRPORT PROPERTY LYING IN A PORTION OF SECTION 10, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

UTILITY EASEMENT NO. 1
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE N00°20'44"E ALONG THE WEST LINE OF SAID SECTION 10 FOR A DISTANCE OF 2,197.93 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE F.E.C. RAILROAD; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE FOR THE FOLLOWING TWO (2) COURSES; (1) S42°00'14"E, A DISTANCE OF 831.51 FEET; (2) S41°59'52"E, A DISTANCE OF 1,966.35 FEET TO POINT A; THENCE N47°35'54"E, A DISTANCE OF 127.00 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF S.R. A1A, BEING ON THE SOUTHWESTERLY BOUNDARY LINE OF THE WITHAM FIELD AIRPORT PROPERTY AND THE POINT OF BEGINNING; THENCE N47°40'13"E, A DISTANCE OF 29.32 FEET; THENCE S79°23'03"E, A DISTANCE OF 11.14 FEET; THENCE N48°30'31"E, A DISTANCE OF 505.57 FEET TO POINT B; THENCE N52°04'00"E, A DISTANCE OF 160.90 FEET; THENCE N60°06'07"E, A DISTANCE OF 10.00 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,556.30 FEET AND A CENTRAL ANGLE OF 15°19'01"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 416.05 FEET; THENCE N75°25'08"E, A DISTANCE OF 10.00 FEET; THENCE N79°17'02"E, A DISTANCE OF 95.78 FEET; THENCE N47°13'34"E, A DISTANCE OF 46.90 FEET TO POINT E; THENCE N01°03'56"E, A DISTANCE OF 37.99 FEET; THENCE N19°54'03"E, A DISTANCE OF 80.79 FEET; THENCE N62°30'35"E, A DISTANCE OF 44.75 FEET; THENCE N19°54'03"E, A DISTANCE OF 112.24 FEET; THENCE N21°53'33"W, A DISTANCE OF 36.62 FEET; THENCE N70°05'57"W, A DISTANCE OF 160.61 FEET TO THE POINT OF TERMINUS.

TOGETHER WITH:
UTILITY EASEMENT NO. 2
BEGINNING AT THE PREVIOUSLY DESCRIBED POINT B; THENCE N45°14'22"W, A DISTANCE OF 122.50 FEET; THENCE N27°34'08"E, A DISTANCE OF 26.65 FEET; THENCE N19°26'09"E, A DISTANCE OF 455.73 FEET TO POINT C; THENCE N69°54'26"W, A DISTANCE OF 515.13 FEET; THENCE N19°12'35"E, A DISTANCE OF 149.34 FEET; THENCE N70°03'11"W, A DISTANCE OF 426.06 FEET; THENCE S60°57'55"W, A DISTANCE OF 101.84 FEET; THENCE S20°00'42"W, A DISTANCE OF 92.52 FEET; THENCE N70°21'41"W, A DISTANCE OF 691.95 FEET; THENCE N00°13'06"E, A DISTANCE OF 863.28 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF SE MONTERY ROAD, BEING THE NORTHWESTERLY BOUNDARY LINE OF THE WITHAM FIELD AIRPORT PROPERTY AND THE POINT OF TERMINUS.

AND TOGETHER WITH:
UTILITY EASEMENT NO. 3
BEGINNING AT THE PREVIOUSLY DESCRIBED POINT C; THENCE S69°54'26"E, A DISTANCE OF 41.25 FEET; THENCE S19°59'23"W, A DISTANCE OF 5.00 FEET; THENCE S70°06'28"E, A DISTANCE OF 81.27 FEET; THENCE N78°34'15"E, A DISTANCE OF 152.64 FEET; THENCE S69°50'49"E, A DISTANCE OF 59.12 FEET; THENCE N19°25'25"E, A DISTANCE OF 9.57 FEET; THENCE S70°07'05"E, A DISTANCE OF 341.00 FEET; THENCE S48°19'42"E, A DISTANCE OF 4.35 FEET TO POINT D; THENCE CONTINUE S48°19'42"E, A DISTANCE OF 247.91 FEET TO POINT G; THENCE S62°35'29"E, A DISTANCE OF 115.38 FEET TO THE POINT OF TERMINUS.

AND TOGETHER WITH:
UTILITY EASEMENT NO. 4
BEGINNING AT THE PREVIOUSLY DESCRIBED POINT D; THENCE N19°58'32"E, A DISTANCE OF 258.62 FEET TO THE POINT OF TERMINUS.

CONTINUED ON SHEET 4 OF 8

SHEET NO. 3 OF 8 SHEETS PROJECT NO. 10-20 A	DATE / REVISIONS 10/24/11 REVISED PER AS BUILT DATA 02/15/12 REVISED PER CLIENT COMMENTS 02/28/13 REVISED PER AS BUILT DATA 03/18/13 REVISED PER MARTIN CO. COMMENTS	A PORTION OF WITHHAM FIELD AIRPORT IN SEC. 10, TWP. 38 S., RNG. 41 E–CITY OF STUART, MARTIN COUNTY, FL SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT – VAUGHT PARCEL	DATE 10/19/2011 SCALE NOT TO SCALE FIELD BK. DRAWING BY D.B. CHECKED BY E.A.L.	BETSY LINDSAY, INC. SURVEYING AND MAPPING 7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5753 (772)286-5803FAX LICENSED BUSINESS NO. 6852

CONTINUED FROM SHEET 3 OF 8

LEGAL DESCRIPTION

AND TOGETHER WITH:
UTILITY EASEMENT NO. 5
BEGINNING AT THE PREVIOUSLY DESCRIBED POINT E; THENCE S45°53'05"E, A DISTANCE OF 32.22 FEET TO POINT F THENCE S03°09'06"E, A DISTANCE OF 83.23 FEET TO THE POINT OF TERMINUS.

AND TOGETHER WITH:
UTILITY EASEMENT NO. 6
BEGINNING AT THE PREVIOUSLY DESCRIBED POINT F; THENCE N83°58'36"E, A DISTANCE OF 231.98 FEET; THENCE N69°12'57"E, A DISTANCE OF 246.46 FEET; THENCE S74°21'01"E, A DISTANCE OF 21.67 FEET TO POINT H; THENCE N21°43'39"E, A DISTANCE OF 162.87 FEET TO THE POINT OF TERMINUS.

AND TOGETHER WITH:
UTILITY EASEMENT NO. 7
BEGINNING AT THE PREVIOUSLY DESCRIBED POINT G; THENCE N22°45'10"E, A DISTANCE OF 86.83 FEET; THENCE N69°44'46"E, A DISTANCE OF 169.88 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 49°28'13"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 86.34 FEET; THENCE N20°16'33"E, A DISTANCE OF 104.96 FEET TO THE POINT OF TERMINUS.

AND TOGETHER WITH:
UTILITY EASEMENT NO. 8
BEGINNING AT THE PREVIOUSLY DESCRIBED POINT H; THENCE S14°53'24"E, A DISTANCE OF 122.68 FEET TO THE POINT OF TERMINUS.

AND TOGETHER WITH:
UTILITY EASEMENT NO. 9
COMMENCING AT THE PREVIOUSLY DESCRIBED POINT A; THENCE S41°59'52"E ALONG THE PREVIOUSLY DESCRIBED NORTHEASTERLY RIGHT OF WAY LINE OF THE F.E.C. RAILROAD, A DISTANCE OF 90.23 FEET; THENCE N48°00'08"E, A DISTANCE OF 127.00 FEET TO AN INTERSECTION WITH THE PREVIOUSLY DESCRIBED NORTHEASTERLY RIGHT OF WAY LINE OF S.R. A1A, BEING THE SOUTHWESTERLY BOUNDARY LINE OF THE WITHAM FIELD AIRPORT PROPERTY AND THE POINT OF BEGINNING; THENCE N47°59'45"E, A DISTANCE OF 112.51 FEET; THENCE N43°15'04"W, A DISTANCE OF 31.57 FEET; THENCE N49°12'15"E, A DISTANCE OF 371.37 FEET; THENCE N49°31'23"E, A DISTANCE OF 177.78 FEET; THENCE N56°46'18"E, A DISTANCE OF 20.00 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,157.13 FEET AND A CENTRAL ANGLE OF 1°59'18"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 40.16 FEET TO POINT J; THENCE CONTINUE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°16'54", EASTERLY ALONG THE ARC A DISTANCE OF 550.97 FEET; THENCE N86°02'30"E, A DISTANCE OF 37.75 FEET; THENCE N87°30'19"E, A DISTANCE OF 134.31 FEET; THENCE N80°33'34"E, A DISTANCE OF 37.07 FEET; THENCE S60°04'07"E, A DISTANCE OF 8.08 FEET TO THE POINT OF TERMINUS.

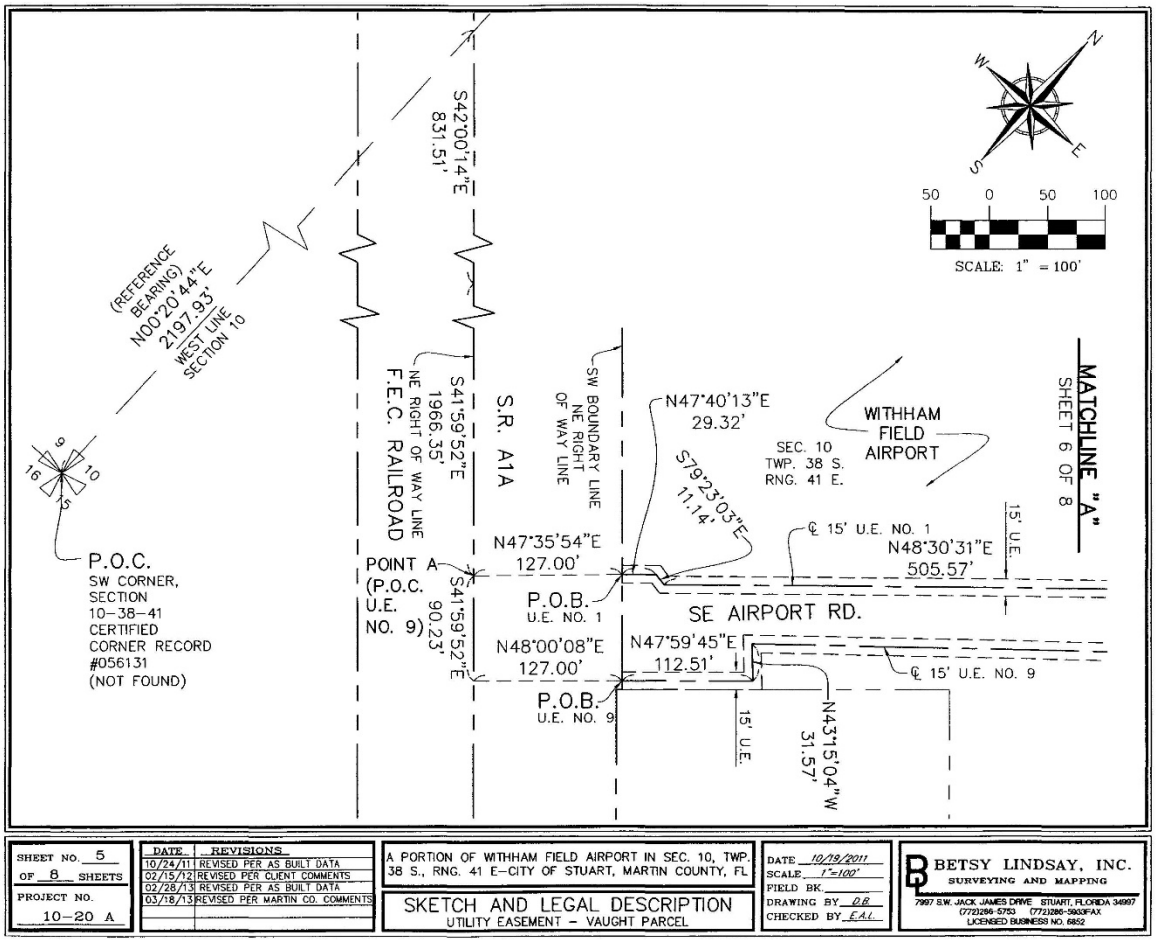
AND TOGETHER WITH:
UTILITY EASEMENT NO. 9A
BEGINNING AT THE PREVIOUSLY DESCRIBED POINT J; THENCE S28°33'14"E, A DISTANCE OF 21.88 FEET TO THE POINT OF TERMINUS.

SAID UTILITY EASEMENT BEING A COMBINATION OF UTILITY EASEMENTS 1 THROUGH 9 AND 9A INCLUSIVE.

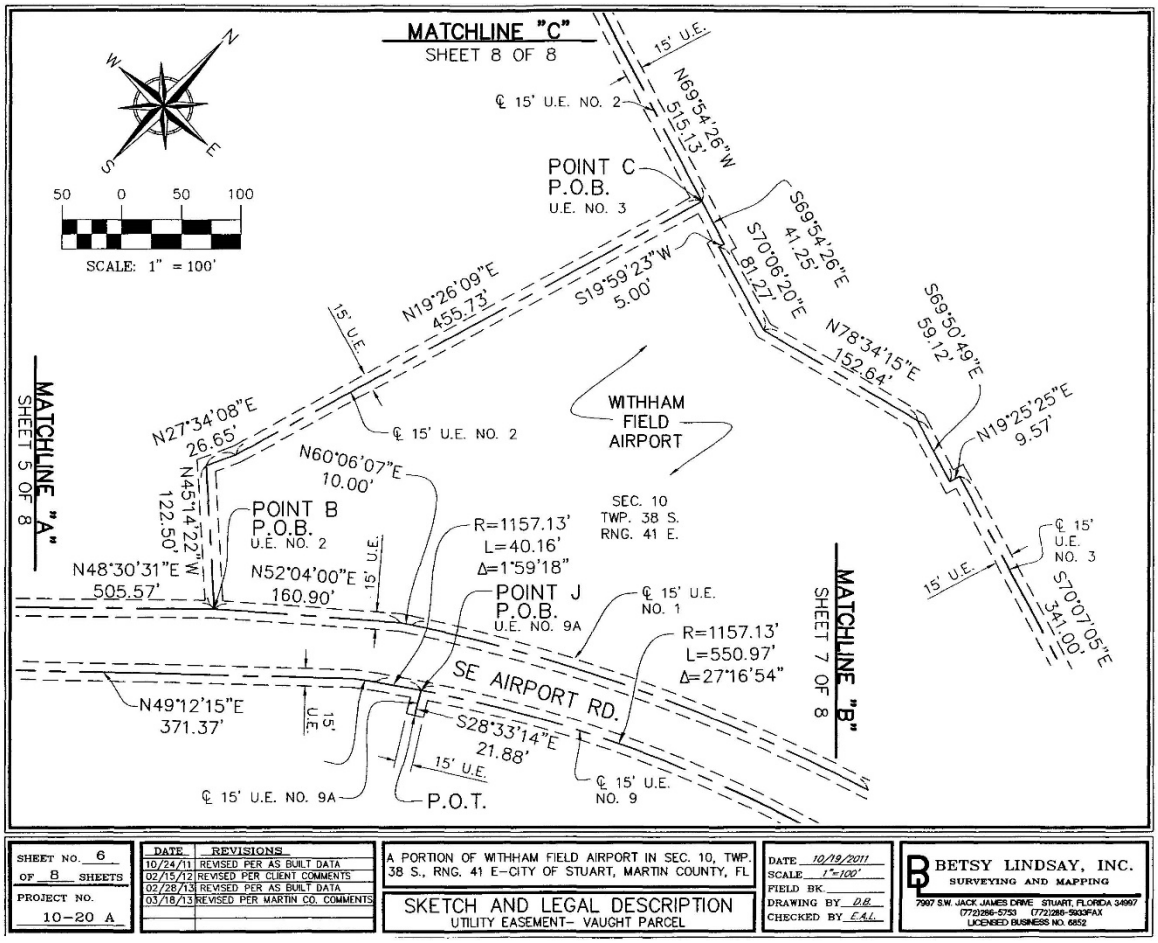
CONTAINING 138,503 SQUARE FEET OR 3.18 ACRES MORE LESS.

SAID EASEMENT BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS OR RESTRICTIONS.

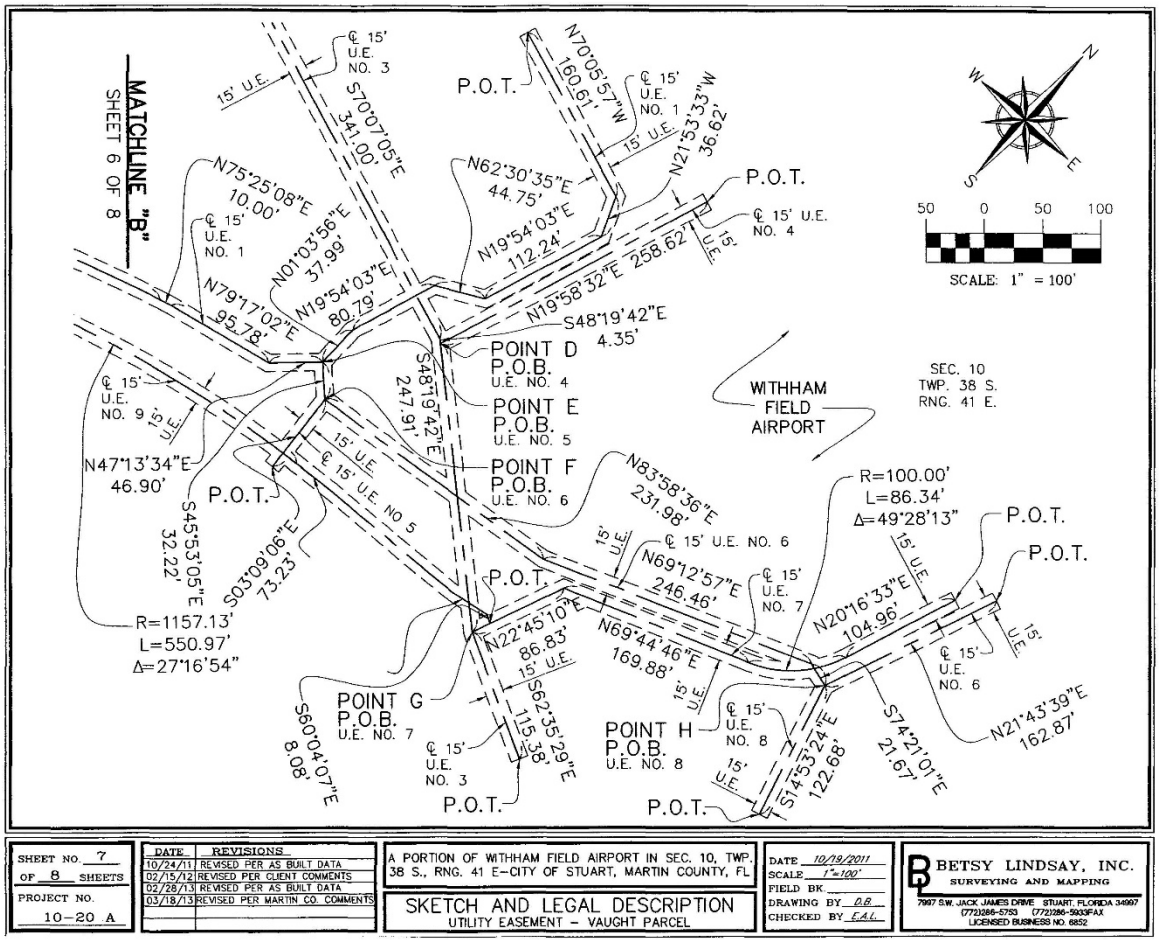
SHEET NO. 4 OF 8 SHEETS PROJECT NO. 10-20 A	DATE / REVISIONS 10/24/11 REVISED PER AS BUILT DATA 02/15/12 REVISED PER CLIENT COMMENTS 02/28/13 REVISED PER AS BUILT DATA 03/18/13 REVISED PER MARTIN CO. COMMENTS	A PORTION OF WITHHAM FIELD AIRPORT IN SEC. 10, TWP. 38 S., RNG. 41 E-CITY OF STUART, MARTIN COUNTY, FL SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT – VAUGHT PARCEL	DATE 10/19/2011 SCALE NOT TO SCALE FIELD BK. DRAWING BY D.B. CHECKED BY E.A.L.	BETSY LINDSAY, INC. SURVEYING AND MAPPING 7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5753 (772)286-5933FAX LICENSED BUSINESS NO. 6852



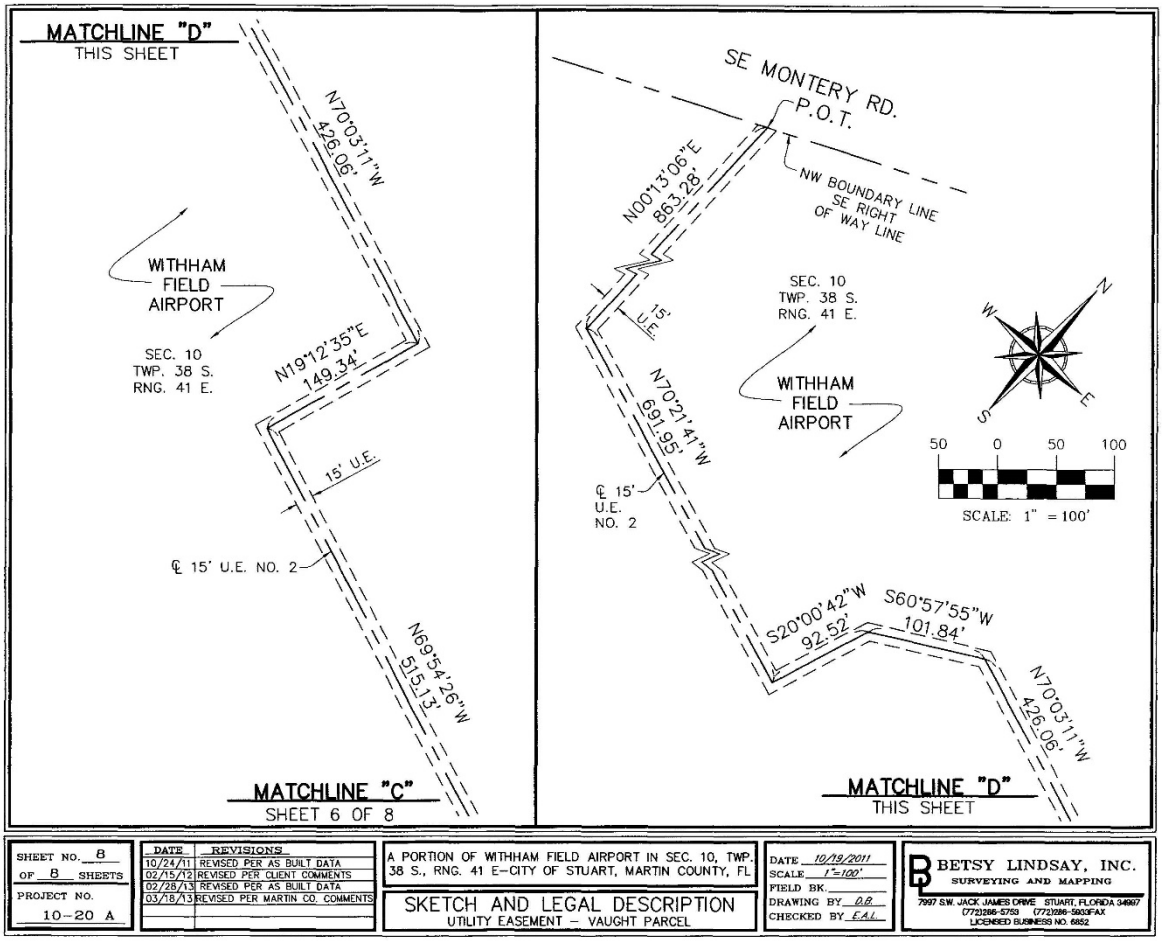
SHEET NO. 5 OF 8 SHEETS PROJECT NO. 10-20 A	DATE / REVISIONS 10/24/11 REVISED PER AS BUILT DATA 02/15/12 REVISED PER CLIENT COMMENTS 02/28/13 REVISED PER AS BUILT DATA 03/18/13 REVISED PER MARTIN CO. COMMENTS	A PORTION OF WITHHAM FIELD AIRPORT IN SEC. 10, TWP. 38 S., RNG. 41 E–CITY OF STUART, MARTIN COUNTY, FL SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT – VAUGHT PARCEL	DATE 10/19/2011 SCALE 1"=100' FIELD BK. DRAWING BY DB CHECKED BY EAL	BETSY LINDSAY, INC. SURVEYING AND MAPPING 7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5753 (772)286-3603FAX LICENSED BUSINESS NO. 6852



SHEET NO. 6 OF 8 SHEETS PROJECT NO. 10-20 A	DATE / REVISIONS 10/24/11 REVISED PER AS BUILT DATA 02/15/12 REVISED PER CLIENT COMMENTS 02/28/13 REVISED PER AS BUILT DATA 03/18/13 REVISED PER MARTIN CO. COMMENTS	A PORTION OF WITHHAM FIELD AIRPORT IN SEC. 10, TWP. 38 S., RNG. 41 E–CITY OF STUART, MARTIN COUNTY, FL SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT– VAUGHT PARCEL	DATE 10/19/2011 SCALE 1"=100' FIELD BK. DRAWING BY DB CHECKED BY EAL	BETSY LINDSAY, INC. SURVEYING AND MAPPING 7907 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5753 (772)286-5933FAX LICENSED BUSINESS NO. 6852



SHEET NO. 7 OF 8 SHEETS PROJECT NO. 10-20 A	DATE REVISIONS 10/24/11 REVISED PER AS BUILT DATA 02/15/12 REVISED PER CLIENT COMMENTS 02/28/13 REVISED PER AS BUILT DATA 03/18/13 REVISED PER MARTIN CO. COMMENTS	A PORTION OF WITHHAM FIELD AIRPORT IN SEC. 10, TWP. 38 S., RNG. 41 E-CITY OF STUART, MARTIN COUNTY, FL SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT - VAUGHT PARCEL	DATE 10/19/2011 SCALE 1"=100' FIELD BK. DRAWING BY DB CHECKED BY E.A.L.	BETSY LINDSAY, INC. SURVEYING AND MAPPING 7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5753 (772)286-5933FAX LICENSED BUSINESS NO. 6852



SHEET NO. 8 OF 8 SHEETS PROJECT NO. 10-20 A	DATE / REVISIONS 10/24/11 REVISED PER AS BUILT DATA 02/15/12 REVISED PER CLIENT COMMENTS 02/28/13 REVISED PER AS BUILT DATA 03/18/13 REVISED PER MARTIN CO. COMMENTS	A PORTION OF WITHHAM FIELD AIRPORT IN SEC. 10, TWP. 38 S., RNG. 41 E-CITY OF STUART, MARTIN COUNTY, FL SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT – VAUGHT PARCEL	DATE 10/19/2011 SCALE 1"=100' FIELD BK. DRAWING BY DB CHECKED BY EAL	BETSY LINDSAY, INC. SURVEYING AND MAPPING 7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5753 (772)286-5933FAX LICENSED BUSINESS NO. 6852

Recorded in Martin County, FL 9/6/2017 10:12 AM
Carolyn Timmann, Clerk of the Circuit Court & Comptroller
Rec Fees: $52.50
CFN#2654413 BK 2947 PG 1326 PAGE 1 of 6

This instrument prepared by:
Jeffrey Dougherty
Engineering Department
Real Property Manager
2401 SE Monterey Road
Stuart, FL 34996

Project Name: City of Stuart Reclaimed Water Main

SPACE ABOVE THIS LINE FOR PROCESSING DATA

NON-EXCLUSIVE RECLAIMED WATER MAIN EASEMENT

THIS NON-EXLUSIVE RECLAIMED WATER MAIN EASEMENT executed and delivered this 6th day of July, 2017, by and between MARTIN COUNTY, a political subdivision of the State of Florida, whose post office address is 2401 SE Monterey Road, Stuart, Florida 34996 (hereinafter the "Grantor"), and the CITY OF STUART, a municipal corporation of the State of Florida, whose post office address is 121 SW Flagler Avenue, Stuart, Florida 34994 (hereinafter the "Grantee").

WHEREAS, Grantee has requested Grantor to grant a non-exclusive reclaimed water main easement (the "Easement") to Grantee on that certain land described on Exhibit "A" attached hereto and made a part hereof (the "Easement Premises"), which Easement is for the purposes of providing Grantee with access to and use of the Easement Premises for construction, maintenance and operation of a reclaimed water main located within the Easement Premises, subject to certain terms and conditions set forth herein, and

WHEREAS, this grant of Easement complies with Sec. 125.38, Florida Statutes.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars ($10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee the Easement over, under and across and through the Easement Premises, subject to the following terms, covenants and conditions:

1. Purposes and Permitted Uses. Grantee, its agents and employees may use the Easement Premises for the construction, reconstruction, replacement, operation, maintenance and repair of a reclaimed water main constructed by the City of Stuart, within the Easement Premises, and for ingress and egress in, under, over, across, and through the Easement Premises as may be reasonably necessary, to carry out the purposes of his Easement.

2. Restoration of the Easement Premises. All areas disturbed by the Grantee or its agents in accomplishing the above stated purposes and permitted uses will be restored to a condition comparable to or better than that which existed at the commencement of the above-stated construction, reconstruction, replacement, operation, maintenance, and/or repair. Minimum restoration will include grading or sodding the disturbed area.

3. Notice and Approval. Prior to accessing the Easement Premises, the Grantee shall notify the Air Traffic Control Tower and Airport Director or his designee, stating the purpose of the

Authorized by ~~Accepted Pursuant to~~ Resolution
No 17-8.15
On 8-22-17

Unofficial Copy

entrance, duration thereof, equipment to be used, and such other information as the said Airport officials may require, and Grantee shall not enter the Easement Premises until authorized to do so by said Airport officials.

4. Transferability. Grantee shall not assign or otherwise transfer its interest in this Easement without the express, written consent of the Martin County Board of County Commissioners. Any attempt to assign or transfer the Easement without the required consent shall nullify the Easement and all rights thereto.

5. Relocation. If for any reason, Grantor determines that the reclaimed water main or any part thereof, located within the Easement Premises must be relocated, Grantee shall cause the said sewage force main, or any part thereof and the Easement Premises to be relocated at Grantee's sole cost and expense.

6. Grantor's Rights. The Grantor hereby reserves the right to full use and enjoyment of the Easement Premises except for such uses that may unreasonably interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct any building, permanent structure or obstruction over or on the Easement Premises, provided however, that none of the rights granted herein to the Grantee shall prohibit Grantor from the use and enjoyment of the Easement Premises for the purpose of providing ingress and egress to any adjoining property of Grantor.

7. Binding Effect. This Easement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, grantees, successors and assigns.

8. Covenants and Warranties. Grantor hereby covenants with the Grantee that Grantor is lawfully seized of the Easement Premises in fee simple, subject to regulatory authority of the Federal Aviation Administration, and that Grantor has good and lawful authority to grant and convey this Easement. Grantor fully warrants the title to the Easement Premises and will defend the same against the lawful claims of all persons whomsoever, except the United States of America.

Unofficial Copy

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

ATTEST:

CAROLYN TIMMANN
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS,
MARTIN COUNTY, FLORIDA

DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM AND CORRECTNESS:

SARAH W. WOODS, COUNTY ATTORNEY

Acknowledged and Accepted:
The City of Stuart, Florida, a municipal
Corporation of the State of Florida,
As Grantee

ATTEST:

CHERYL WHITE, CITY CLERK

By:
TROY A. MCDONALD, MAYOR

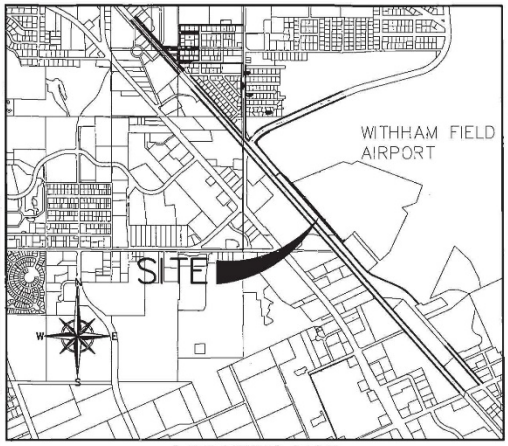
Approved as to Form and Correctness:

MICHAEL J. MORTELL, CITY ATTORNEY

Date: 7-6-17

Unofficial Copy

Exhibit "A"



LOCATION MAP
(NOT TO SCALE)

SURVEYOR'S NOTES

1. THE BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, NORTH AMERICAN DATUM OF 83/90, FLORIDA EAST ZONE, REFERENCE A BEARING OF N00°20'44"E ALONG THE WEST LINE OF SECTION 10–38–41, MARTIN COUNTY, FLORIDA.

2. THIS IS NOT A BOUNDARY SURVEY.

3. THIS SKETCH AND LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 3.

Unofficial Copy

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON MAY 28, 2009, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17–6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY, INC.
SURVEYORS AND MAPPERS

ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF FLORIDA LICENSED SURVEYOR AND MAPPER

S:\Projects\08-08-STUART-IQ\airport-ease.dwg, 5/29/2009 3:50:59 PM, HP Color LaserJet 5500 PCL 6

SHEET NO. 1 OF 3 SHEETS PROJECT NO. 09–08	DATE REVISIONS	CITY OF STUART IQ WATER MAIN WITHHAM FIELD AIRPORT EASEMENT SEC. 10, TWP. 38 S., RNG. 41 E– MARTIN COUNTY, FLORIDA SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT	DATE 5/28/2009 SCALE NOT TO SCALE FIELD BK. --- DRAWING BY K.K. CHECKED BY E.A.L.	BETSY LINDSAY, INC. SURVEYING AND MAPPING 7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5753 (772)286-5935FAX LICENSED BUSINESS NO. 6852

LEGAL DESCRIPTION

A UTILITY EASEMENT BEING A PORTION OF THE WITHHAM FIELD AIRPORT PROPERTY LYING IN A PORTION OF SECTION 10, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT A THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE N00°20'44"E ALONG THE WEST LINE OF SAID SECTION 10 FOR A DISTANCE OF 2,197.93 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF FEC RAILROAD RIGHT OF WAY; THENCE S42°00'14"E ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 831.51 FEET; THENCE S41°59'44"E ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE , A DISTANCE OF 149.79 FEET; THENCE N47°59'50"E, A DISTANCE OF 127.01 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF S.R. A1A, BEING THE SOUTHWESTERLY BOUNDARY LINE OF THE WITHHAM FIELD AIRPORT PROPERTY AND THE POINT OF BEGINNING; THENCE S53°06'13"E, A DISTANCE OF 130.84 FEET TO THE POINT OF CURVE CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 10°53'36", A DISTANCE OF 62.42 FEET; THENCE S42°12'37"E, A DISTANCE OF 616.69 FEET; THENCE S42°58'15"E, A DISTANCE OF 194.03 FEET; THENCE S41°53'07"E, A DISTANCE OF 885.43 FEET; THENCE N48°00'34"E, A DISTANCE OF 48.66 FEET; THENCE S41°57'14"E, A DISTANCE OF 19.97 FEET; THENCE S48°24'26"W, A DISTANCE OF 83.83 FEET; THENCE N41°59'52"W, A DISTANCE OF 19.69 FEET; THENCE N48°37'58"E, A DISTANCE OF 20.19 FEET; THENCE N41°53'07"W, A DISTANCE OF 885.23 FEET; THENCE N42°58'15"W, A DISTANCE OF 193.99 FEET; THENCE N42°12'37"W, A DISTANCE OF 616.79 FEET TO THE POINT OF CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 10°53'36", A DISTANCE OF 59.57 FEET; THENCE N53°06'13"W, A DISTANCE OF 54.52 FEET TO AN INTERSECTION WITH SAID SOUTHWESTERLY BOUNDARY LINE OF THE WITHHAM FIELD AIRPORT PROPERTY; THENCE N41°59'44"W ALONG SAID BOUNDARY LINE FOR 77.87 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 29,400 SQUARE FEET OR 0.675 ACRES MORE LESS.

SAID EASEMENT BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS OR RESTRICTIONS.

ABBREVIATIONS

Δ	CENTRAL (DELTA) ANGLE
IQ	IRRIGATION QUALITY
L	LENGTH
NO.	NUMBER
F.E.C.	FLORIDA EAST COAST
PG.	PAGE
P.L.S.	PROFESSIONAL LAND SURVEYOR
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R	RADIUS
RNG.	RANGE
SEC.	SECTION
S.R.	STATE ROAD
Tan	TANGENT
TWP.	TOWNSHIP

Advance Proof Copy

SHEET NO. 2 OF 3 SHEETS PROJECT NO. 09-08	DATE / REVISIONS	CITY OF STUART IQ WATER MAIN WITHHAM FIELD AIRPORT EASEMENT SEC. 10, TWP. 38 S., RNG. 41 E– MARTIN COUNTY, FLORIDA SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT	DATE 5/28/2009 SCALE NOT TO SCALE FIELD BK. DRAWING BY D.B. CHECKED BY E.A.L.	BETSY LINDSAY, INC. SURVEYING AND MAPPING 7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)288-5759 (772)286-5933FAX LICENSED BUSINESS NO. 6852

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Recorded in Martin County, FL 9/6/2017 10:12 AM
Carolyn Timmann, Clerk of the Circuit Court & Comptroller
Rec Fees: $78.00
CFN#2654412 BK 2947 PG 1317 PAGE 1 of 9

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BEFORE THE BOARD OF COUNTYOMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NO. 17-8.15

(AUTHORIZING PUBLIC INTEREST EASEMENT ON COUNTY-OWNED PROPERTY TO THE CITY OF STUART.)

WHEREAS, the Board of County Commissioners is authorized pursuant to Section 125.38, Florida Statutes, to convey easements in real property owned by the County to a municipality of this state for the purposes of promoting community interest and welfare; and

WHEREAS, the City of Stuart is a municipality of the State of Florida; and

WHEREAS, the City of Stuart has applied to the Board of County Commissioners for two public interest easements on property located in Witham Field (Exhibit "A") and the Holt Correctional Complex (Exhibit "A1"), to be used for the purpose of constructing and maintaining a reclaimed water main that is designed to provide irrigation quality water service to public and private properties within Martin County; and

WHEREAS, the Board of County Commissioners has found that such property is available for such use and is not currently needed for County purposes; and

WHEREAS, the Board of County Commissioners desires to convey two easements to the City of Stuart for nominal consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA:

THAT pursuant to Section 125.38, Florida Statutes, the Board hereby authorizes the conveyance of two easements across the above-described County properties to the City of Stuart. The Chairman is hereby authorized to execute the public interest easement in the form attached hereto.

DULY PASSED AND ADOPTED THIS 22nd DAY OF August, 2017.

ATTEST:

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

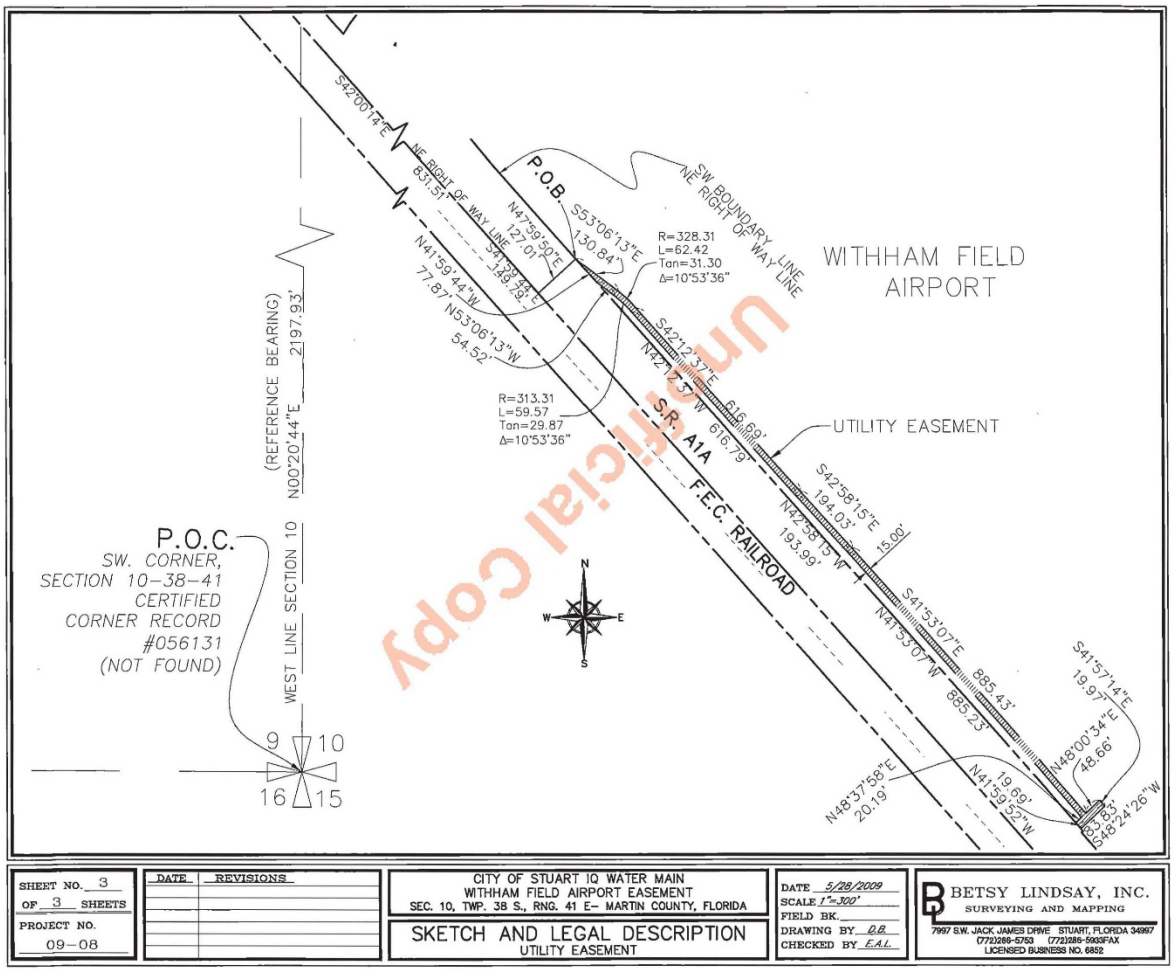
BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH WOODS, COUNTY ATTORNEY

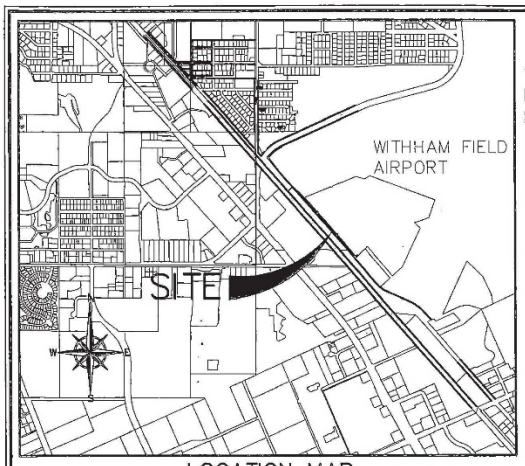
Unofficial Copy



SHEET NO. 3 OF 3 SHEETS PROJECT NO. 09-08	DATE / REVISIONS	CITY OF STUART IQ WATER MAIN WITHHAM FIELD AIRPORT EASEMENT SEC. 10, TWP. 38 S., RNG. 41 E– MARTIN COUNTY, FLORIDA SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT	DATE 5/28/2009 SCALE 1"=300' FIELD BK. DRAWING BY D.B. CHECKED BY E.A.L.	BETSY LINDSAY, INC. SURVEYING AND MAPPING 7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5753 (772)286-5903FAX LICENSED BUSINESS NO. 6852

S:\Projects\09-08-STUART-IQ\Airport-ease.dwg, 6/23/2017 3:36:50 PM, HP Color LaserJet 5500 PCL 6

EXHIBIT "A"



LOCATION MAP
(NOT TO SCALE)

SURVEYOR'S NOTES

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2. THIS IS NOT A BOUNDARY SURVEY.

3. THIS SKETCH AND LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 3.

Unofficial Document

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON MAY 28, 2009, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY, INC.
SURVEYORS AND MAPPERS

ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724

NOT VALID WITHOUT THE SIGNATURE
AND ORIGINAL RAISED SEAL OF FLORIDA
LICENSED SURVEYOR AND MAPPER

SHEET NO. 1 OF 3 SHEETS PROJECT NO. 09-06	DATE / REVISIONS	CITY OF STUART IQ WATER MAIN WITHHAM FIELD AIRPORT EASEMENT SEC. 10, TWP. 38 S., RNG. 41 E- MARTIN COUNTY, FLORIDA SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT	DATE 5/28/2009 SCALE NOT TO SCALE FIELD BK DRAWING BY K.K. CHECKED BY E.A.L.	BETSY LINDSAY, INC. SURVEYING AND MAPPING 7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5753 (772)286-5993FAX LICENSED BUSINESS NO. 6852

S:\Projects\08 - STUART-IQ\Airport-ease.dwg, 6/23/2017 3:50:59 PM, HP Color LaserJet 5500 PCL 6

LEGAL DESCRIPTION

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R	RADIUS
RNG.	RANGE
SEC.	SECTION
S.R.	STATE ROAD
Tan	TANGENT
TWP.	TOWNSHIP

Not for Recording

SHEET NO. 2 OF 3 SHEETS PROJECT NO. 09-08	DATE / REVISIONS	CITY OF STUART IQ WATER MAIN WITHHAM FIELD AIRPORT EASEMENT SEC. 10, TWP. 38 S., RNG. 41 E– MARTIN COUNTY, FLORIDA SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT	DATE 5/26/2009 SCALE NOT TO SCALE FIELD BK. DRAWING BY D.B. CHECKED BY E.A.L.	BETSY LINDSAY, INC. SURVEYING AND MAPPING 7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5753 (772)286-5933FAX LICENSED BUSINESS NO. 6852

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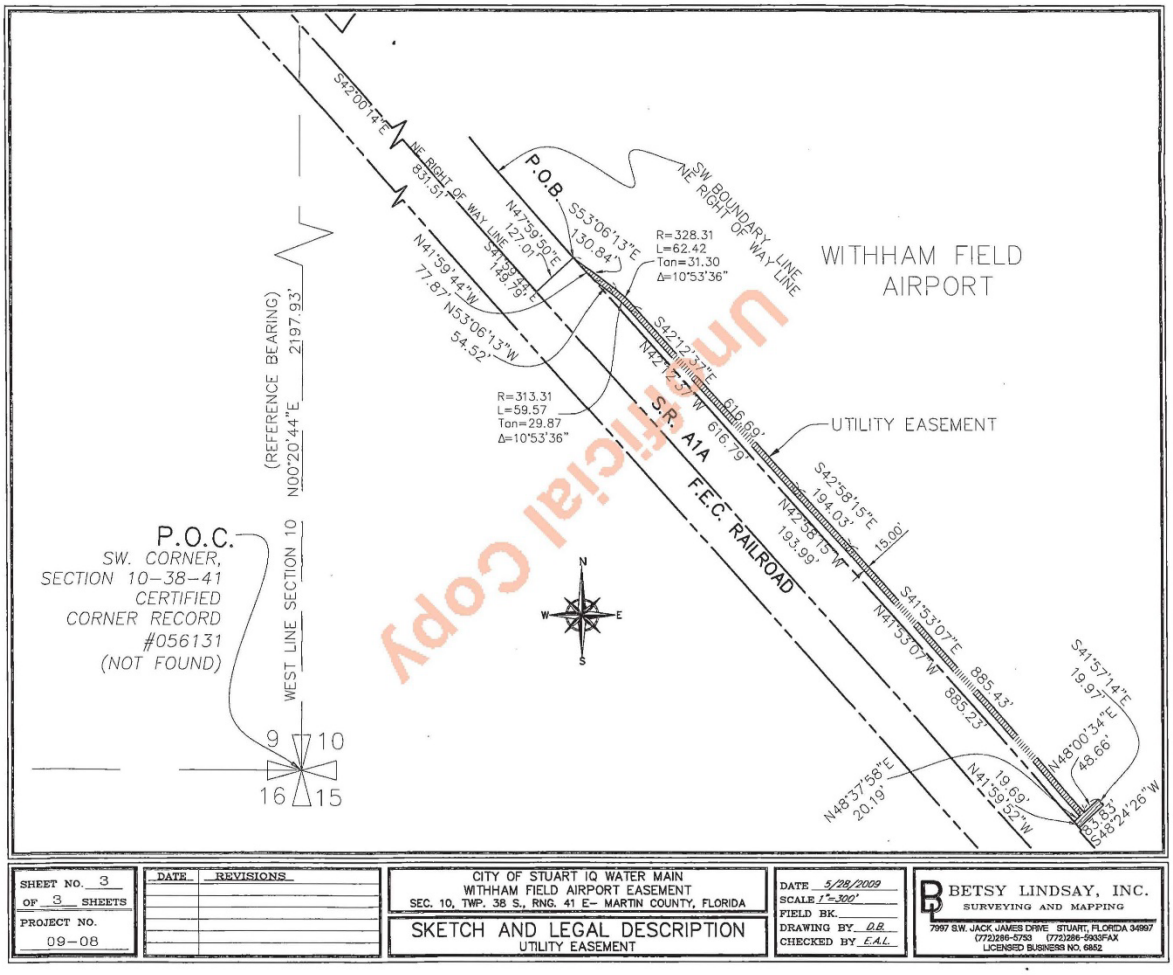

SHEET NO. 3 OF 3 SHEETS PROJECT NO. 09-08	DATE / REVISIONS	CITY OF STUART IQ WATER MAIN WITHHAM FIELD AIRPORT EASEMENT SEC. 10, TWP. 38 S., RNG. 41 E- MARTIN COUNTY, FLORIDA SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT	DATE 5/28/2009 SCALE 1"=300' FIELD BK. DRAWING BY D.B. CHECKED BY E.A.L.	BETSY LINDSAY, INC. SURVEYING AND MAPPING 7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5753 (772)286-5933FAX LICENSED BUSINESS NO. 6852

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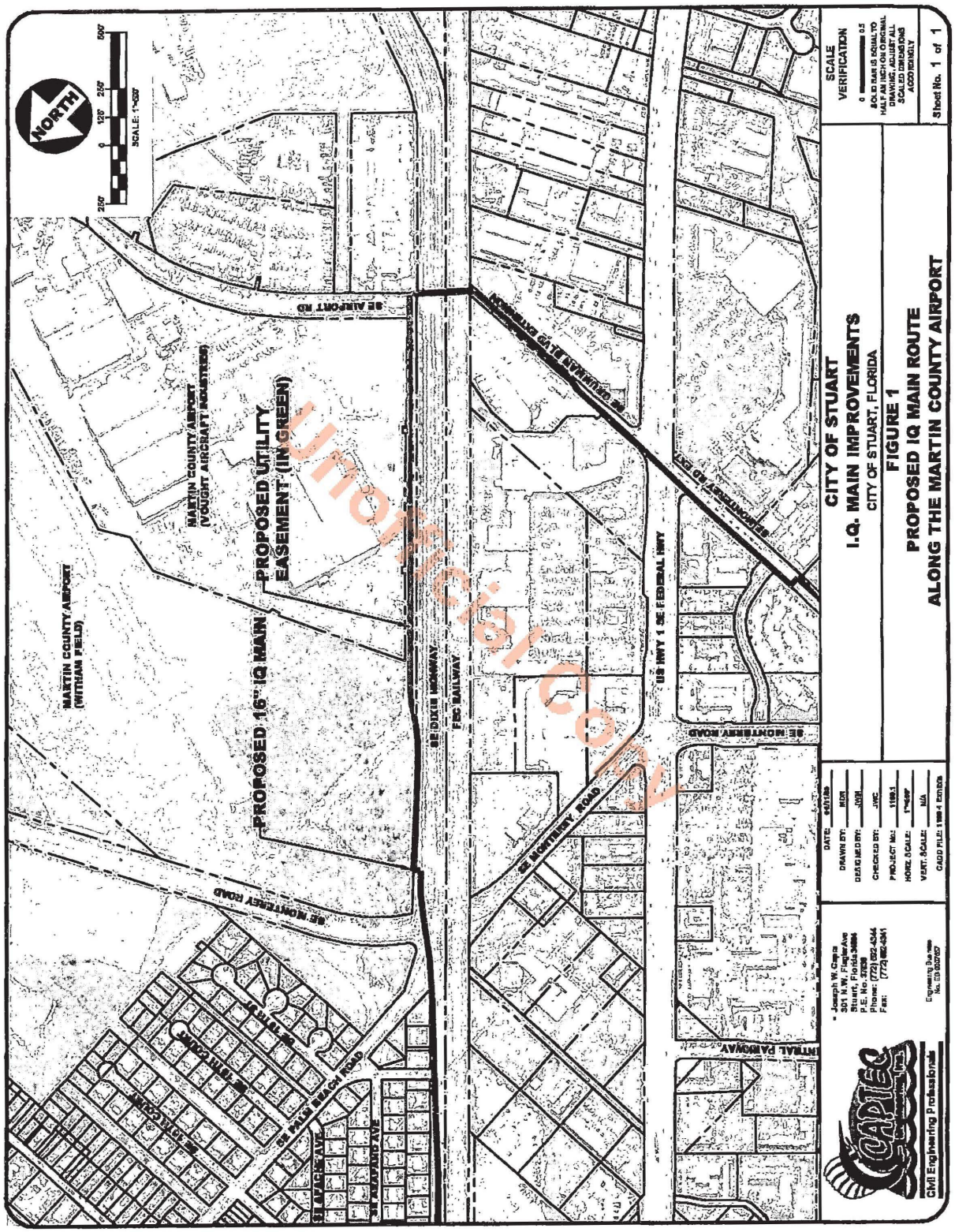
NORTH
SCALE: 1"=500'
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MARTIN COUNTY AIRPORT (VOUGHT AIRCRAFT INDUSTRIES)
PROPOSED 16" IQ MAIN
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SE PALM BEACH ROAD
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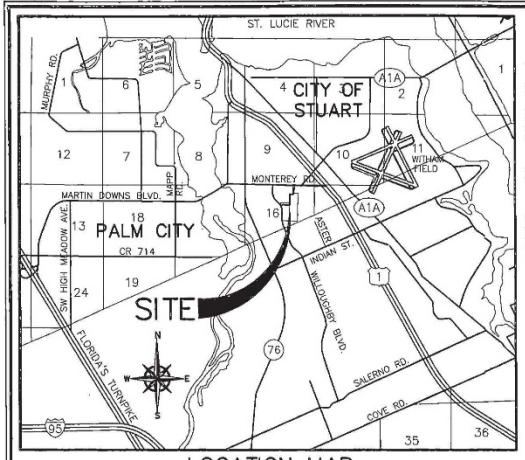
EXHIBIT "A"



LOCATION MAP
(NOT TO SCALE)

SURVEYOR'S NOTES

1. THE BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, NORTH AMERICAN DATUM OF 83/90, FLORIDA EAST ZONE, REFERENCE A BEARING OF N89°38'11"W ALONG THE NORTH LINE OF SECTION 16-38-41, MARTIN COUNTY, FLORIDA.

2. THIS IS NOT A BOUNDARY SURVEY.

3. THIS SKETCH AND LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 3.

Unofficial Copy

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON NOVEMBER 1, 2011, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY, INC.
SURVEYORS AND MAPPERS

ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET NO. 1 OF 3 SHEETS PROJECT NO. 09-08	DATE / REVISIONS	CITY OF STUART IQ WATER MAIN HOLT LAW ENFORCEMENT CENTER EASEMENT SEC. 16, TWP. 38 S., RNG. 41 E. – MARTIN COUNTY, FLORIDA SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT	DATE 11/01/2011 SCALE NOT TO SCALE FIELD BK. DRAWING BY DB CHECKED BY EAL	BETSY LINDSAY, INC. SURVEYING AND MAPPING 7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5753 (772)286-5933FAX LICENSED BUSINESS NO. 6852

S:\03projects\09-08-STUART-IQ\LEASE-HOLT-REV 10-31-11.dwg, 8/7/2017 7:47:49 AM, HP Color LaserJet 5500 PCL 6

LEGAL DESCRIPTION

A 15.00 FOOT WIDE UTILITY EASEMENT BEING A PORTION OF THE HOLT LAW ENFORCEMENT CENTER PROPERTY LYING IN A PORTION OF GOVERNMENT LOT 2, SECTION 16, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA. THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE N89°38'11"W ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1,613.50 FEET; THENCE S00°21'49"W, A DISTANCE OF 40.00 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF MONTERY ROAD PER THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 89512-2601, AS RECORDED IN PLAT BOOK 8, PAGE 95, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, ALSO BEING THE POINT OF BEGINNING; THENCE S00°29'03"W, A DISTANCE OF 126.37 FEET; THENCE S45°23'05"W, A DISTANCE OF 14.17 FEET; THENCE N89°42'54"W, A DISTANCE OF 59.36 FEET; THENCE S45°29'55"W, A DISTANCE OF 13.48 FEET; THENCE S00°42'43"W, A DISTANCE OF 484.42 FEET; THENCE N89°14'27"W, A DISTANCE OF 276.30 FEET; THENCE S00°28'34"W, A DISTANCE OF 783.87 FEET; THENCE S45°44'00"W, A DISTANCE OF 35.14 FEET; THENCE N88°56'10"W, A DISTANCE OF 153.89 FEET; THENCE N83°16'41"W, A DISTANCE OF 228.52 FEET; THENCE N86°10'06"W, A DISTANCE OF 94.13 FEET; THENCE S63°09'25"W, A DISTANCE OF 164.55 FEET TO AN INTERSECTION WITH THE NORTHEAST RIGHT OF WAY LINE OF WILLOUGHBY BOULEVARD, AS SHOWN ON THE RIGHT OF WAY CONTROL SURVEY PERFORMED BY GCY, INC., CIVIL ENGINEERS FOR WILLOUGHBY BOULEVARD EXTENSION - MARTIN COUNTY DATED 9-91, AND THE POINT OF TERMINATION.

SAID EASEMENT CONTAINING 36,513 SQUARE FEET OR 0.84 ACRES MORE LESS.

SAID EASEMENT BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS.

Official Record Copy

ABBREVIATIONS

ESMT.	EASEMENT	P.L.S.	PROFESSIONAL LAND SURVEYOR
FPL	FLORIDA POWER & LIGHT	P.O.B.	POINT OF BEGINNING
IQ	IRRIGATION QUALITY	P.O.C.	POINT OF COMMENCEMENT
NO.	NUMBER	P.O.T.	POINT OF TERMINATION
O.R.B.	OFFICIAL RECORDS BOOK	RNG.	RANGE
PG.	PAGE	SEC.	SECTION
		TWP.	TOWNSHIP

SHEET NO. 2 OF 3 SHEETS
PROJECT NO. 09-08

DATE	REVISIONS

CITY OF STUART IQ WATER MAIN
HOLT LAW ENFORCEMENT CENTER EASEMENT
SEC. 16, TWP. 38 S., RNG. 41 E. - MARTIN COUNTY, FLORIDA

SKETCH AND LEGAL DESCRIPTION
UTILITY EASEMENT

DATE 11/01/2011
SCALE NOT TO SCALE
FIELD BK.
DRAWING BY D.B.
CHECKED BY E.A.L.

BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933FAX
LICENSED BUSINESS NO. 6852

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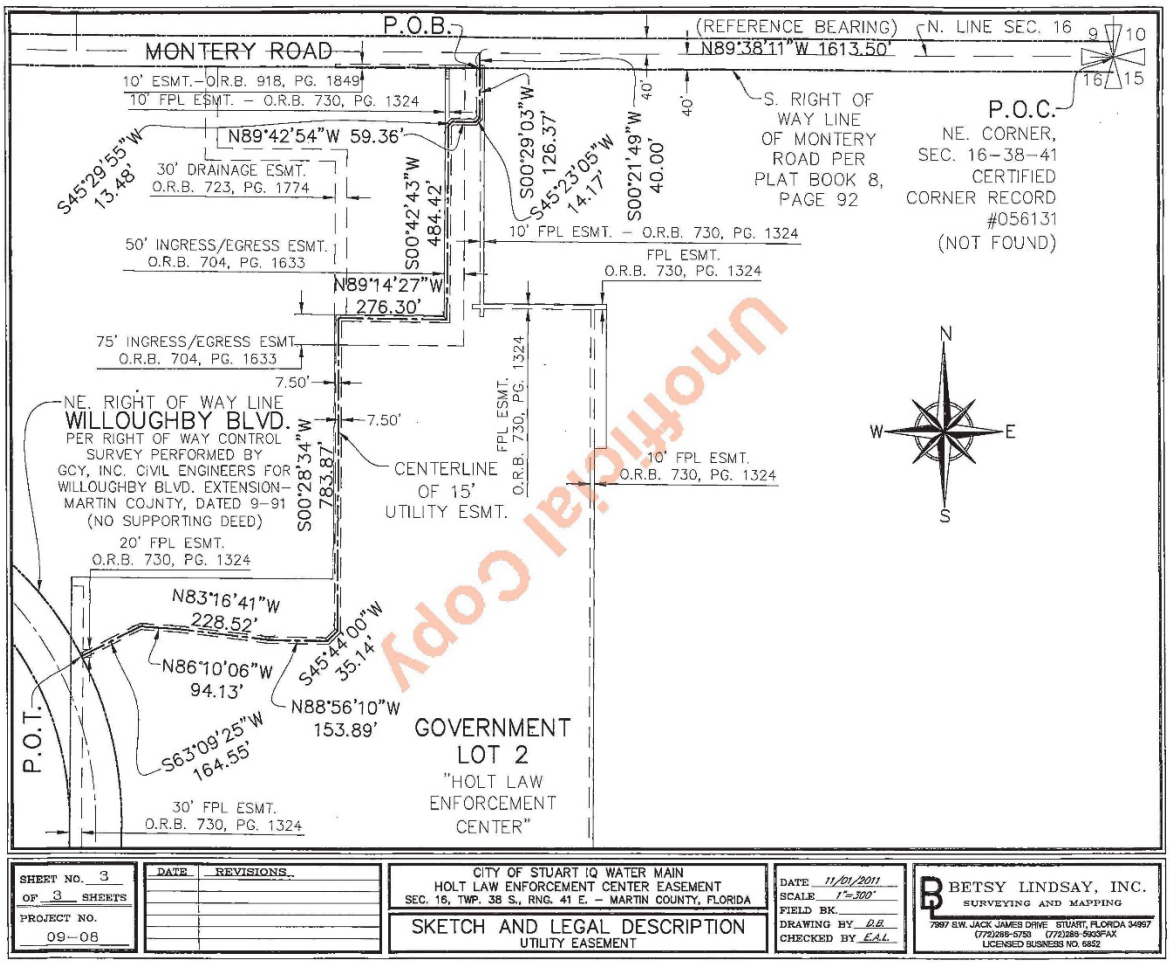

SHEET NO. 3 OF 3 SHEETS PROJECT NO. 09–08	DATE / REVISIONS	CITY OF STUART IQ WATER MAIN HOLT LAW ENFORCEMENT CENTER EASEMENT SEC. 16, TWP. 38 S., RNG. 41 E. – MARTIN COUNTY, FLORIDA SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT	DATE 11/01/2011 SCALE 1"=300' FIELD BK. DRAWING BY D.B. CHECKED BY E.A.L.

BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7997 SW. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933FAX
LICENSED BUSINESS NO. 6852

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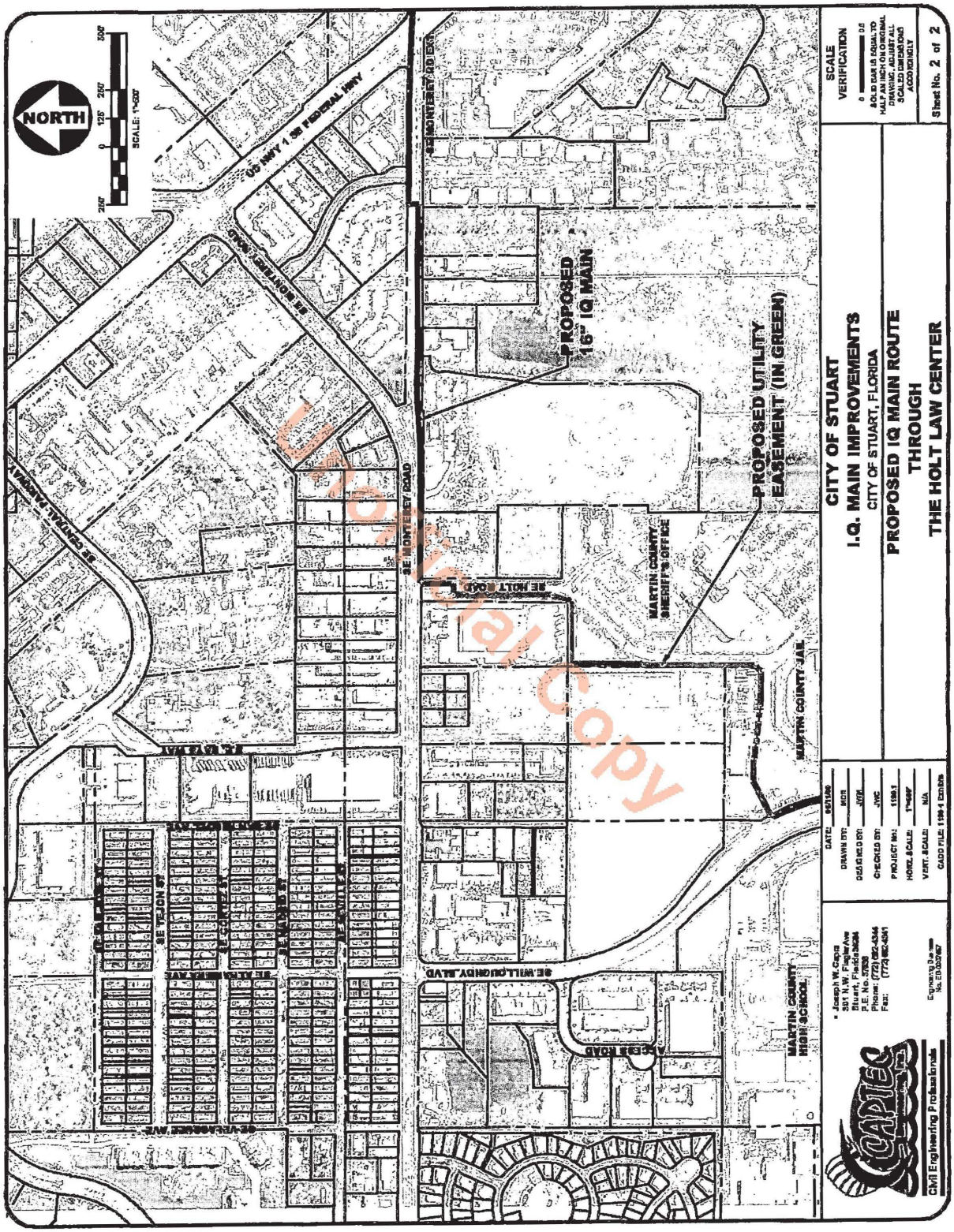
NORTH
SCALE: 1"=250'
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125'
250'
500'
SE CENTRAL PARKWAY
SE MONTEREY ROAD
SE FEDERAL HWY
SE MONTEREY RD EXT
PROPOSED 16" IQ MAIN
PROPOSED UTILITY EASEMENT (IN GREEN)
MARTIN COUNTY SHERIFF'S OFFICE
MARTIN COUNTY JAIL
SE HOLT ROAD
SE WILLOUGHBY BLVD
MARTIN COUNTY HIGH SCHOOL
SE YACHT CLUB DR
SE ALICE ST
SE VILLAGE GREEN DR
SE VILLAGE GREEN WAY
SE VILLAGE GREEN CIR
SE VILLAGE GREEN CT
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Work Request No. 8122940

Sec. 10, Twp 38 S, Rge 41 E

Parcel I.D. MC AIRPORT
(Maintained by County Appraiser)

EASEMENT
(BUSINESS)

This Instrument Prepared By

Name: ____
Co. Name: ____
Address: ____
____

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on March 28, 2018

Signed, sealed and delivered in the presence of:

(Witness' Signature)

Print Name: Sam Carver, Airport Manager
(Witness)

(Witness' Signature)

Print Name: Sabrina Ferrara, Business Operations Mgr
(Witness)

Martin County Airport

By: _____

Print Name: George M. Stokus, Asst County Administrator

Print Address: 2011 SE Airport Road
Stuart, FL 34996

STATE OF Florida AND COUNTY OF Martin. The foregoing instrument was acknowledged before me this 29th day of March, 2018 by George M. Stokus, the Assistant County Administrator for BOCC, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:

Notary Public, Signature

Print Name _____

PATRICIA L. SPAULDING
MY COMMISSION # FF 903488
EXPIRES: September 23, 2019
Bonded Thru Notary Public Underwriters

Inst. # 2694310
Bk: 2992 Pg: 464 Pages: 1 of 3
Recorded on:5/11/2018 11:32 AM Doc: EAS
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: $27.00

EXHIBIT "A"

DWG. NAME: 2018-114b	PROJ. NO. 18-114b	SHEET 1 OF 2

Notes:

1. Bearings hereon are referred to an assumed value of N70°32'12"W for the computed line between a metal rod in a concrete casing marked "WITPORT 1989" and a metal rod in a concrete casing marked "WITPORT AZ MK 1989" along the Southerly edge of Runway 12–30, said bearing is identical with the published State Plane coordinates for the Florida East Zone.

2a. Features and improvements, (i.e. foundations, utilities, septic tanks, etc.) not visible beneath the surface of the ground, have not been located unless specifically depicted or noted hereon. If a septic tank is shown upon the map, it was located by probing the ground only and not by excavation. Additional wells and septic tanks may exist which are unknown to the surveyor.
b. Fences, overhead wires, and symbols shown hereon may be exaggerated for pictorial purposes only and are not to scale.
c. Property lines should not be reconstructed based on distances to improvements.
d. Additions or deletions to Survey Maps by other than the signing surveyor is prohibited without written consent of the signing surveyor.
e. This survey does not reflect or determine ownership.
f. This survey is certified to the date of the data acquisition in the field (shown hereon as survey date), ONLY.

3. Instruments of record reflecting easements, rights–of–way, and/or ownership were furnished to the surveyor via a Title Commitment. No search of the public records has been done by the surveyor for any encumbrances for subject property or adjoining properties.

4. The building setbacks shown hereon were taken from the record plat or information furnished to the surveyor only. Therefore, if no building setbacks are shown hereon, this does not imply that there are none on subject property. It is suggested, by the surveyor, that all building setbacks (whether shown or not) are verified at the proper building department with the current zoning of the subject property.

5. Subject Property shown hereon may be a division of a parent tract based on information provided by the client. If so, this survey does not guarantee a building permit and it is suggested that all divisions are verified at the proper building department with the current zoning of the subject property.

Sketch of Description Only Lying in Section 10, Township 38 South, Range 41 East, Martin County Florida

LEGEND:

■	= 4"x4" CONC. MONUMENT FOUND (NO IDENT. UNLESS SHOWN)
●	= IRON MARKER FOUND
O	= 1/2" IRON ROD SET MARKED "McMILLEN P.S.M. 5469"
⊗	= 1/2" IRON ROD SET MARKED "WITNESS P.S.M. 5469"
△	= NAIL & DISK SET "PRM PCP "McMILLEN P.S.M. 5469"
◆	= UTILITY POLE
(P)	= PLAT
(M)	= MEASURED
(D)	= DESCRIPTION
(C)	= CALCULATED
IDENT.	= IDENTIFICATION
(R.B.)	= REFERENCE BEARING
P.O.C.	= POINT–OF–COMMENCEMENT
P.O.B.	= POINT–OF–BEGINNING
P.U.E.	= PUBLIC UTILITY EASEMENT
P.U.&D.E.	= PUBLIC UTILITY & DRAINAGE EASEMENT
CH	= CHORD
B.S.	= BUILDING SETBACK
——x——	= FENCE LINE
←———	= GUY WIRE ANCHOR

Description: (by surveyor) - F.P.L. Easement, Witham Field - Airport Road

A 10 foot wide strip of land being a part of lands described in O.R.B. 1068, page 750, of the Public Records of Martin County, Florida; lying in Section 10, Township 38 South, Range 41 East, Martin County, Florida; being more particularly described as follows:

Commence at the Northwest corner of Block 59, Golden Gate Park, as recorded in Plat Book 1, Page 50, of the said Public Records of Martin County, Florida; and run thence North 41°57'30"West, along the Easterly right-of-way line of State Road A1A (a.k.a. S.E. Dixie Highway), a distance of 1175.60 feet to the Northwest corner of the Fairgrounds Parking Parcel; thence North 02°16'18"East, a distance of 2206.08 feet to a point lying on the West edge of pavement of Airport Road, said point lying South 53°24'01"West, a distance of 454.59 feet from the Primary Airport Control Point "Witport 1989" and the Point-of-Beginning of the herein described easement; thence North 18°28'57"East, along said West edge of pavement, a distance of 10.00 feet; thence North 69°55'20"West, a distance of 28.83 feet; thence South 20°04'40"West, a distance of 10.00 feet; thence South 69°55'20"East, a distance of 29.11 feet to the said Point-of-Beginning.

Containing 290 Square Feet, more or less.

Sheet 1 of 2

Prepared By:
McMILLEN SURVEYING INC.
steve@mcsurveying.com
15 S.E. 5th Street
Williston, Florida, 32696
Phone: (352) 528–6277

THE MAP OF THE PROPERTY DESCRIBED HEREON WAS MADE UNDER MY SUPERVISION AND THIS MAP OF SURVEY FURTHER MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J–17.050, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THE MAP OF SURVEY SHOWN HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE, BEING SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

Florida Professional Surveyor and Mapper License No. LS5469
Florida Professional Surveyor and Mapper Business License No. LB8041

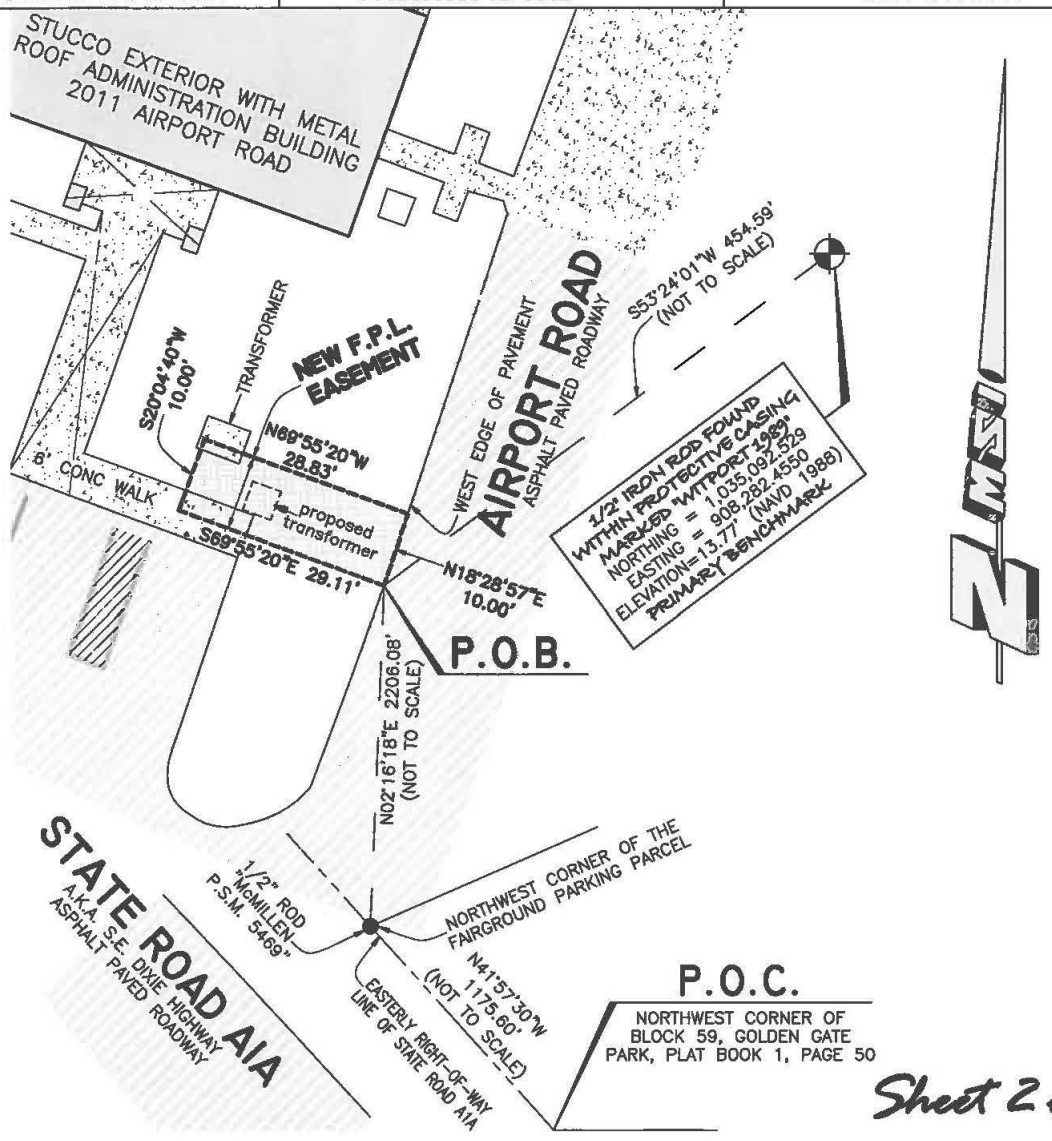
NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER

STEPHEN M. McMILLEN, P.S.M.
Professional Surveyor & Mapper

State of Florida Professional

Proj. No. 2018–114b	
Drawn: S.M.M.	
Chk'd: S.M.M.	
Dwg. Name: 2018–114b	
Survey Date: 03/23/18	
Field Book: 145	
Pages: 1	

DWG. NAME: 2018-114b	PROJ. NO. 18-114b	SHEET 2 OF 2



Sketch of Description Only
FPL Easement
Martin County, Florida

Prepared By:
McMILLEN SURVEYING INC.
steve@mcsurveying.com
15 S.E. 5th Street
Williston, Florida, 32696
Phone: (352) 528-6277

Scale:	1"=20'
Proj. No.	2018-114b
Drawn:	S.M.M.
Chk'd:	S.M.M.
Dwg. Name:	2018-114b
Survey Date:	03/23/18
Field Book:	145
Pages:	1

Recorded in Martin County, FL 3/16/2021 3:37 PM
Carolyn Timmann, Clerk of the Circuit Court & Comptroller
Rec Fees: $27.00
CFN#2874867 BK 3206 PG 2163 PAGE 1 of 3

EASEMENT

Sec. 10, Twp 38 S, Rge 41 E

PCN: 10-38-41-000-001-00000-1
(Maintained by County Appraiser)

This Instrument Prepared By:
Carla T. Segura, FRP
Real Property Division
for: Martin County
2401 SE Monterey Road
Stuart, FL 34996
Real Property Project #3603

pg 1 of 3.

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns ("FPL"), a nonexclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including wires, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

Courtesy Copy

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Together with the right to lay cable and conduit within the easement and to operate the same for utility purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all obstructions within the easement area. Grantee hereby expressly agrees that in the event Grantee abandons the use of the easement premises described herein for the purpose herein expressed, the Easement granted hereby shall become null and void, and all rights in and to the said easement premises shall revert to the Grantor. Grantee shall, at its sole expense, relocate its facilities lying within the easement to cooperate in Grantor's request to relocate the easement.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on March 9, 2021.

ATTEST:

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS:

STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

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LEGAL DESCRIPTION

A PARCEL OF LAND FOR UTILITY EASEMENT LYING IN A PORTION OF SECTION 10, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, SAID PARCEL OF LAND FOR UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE SOUTH 89°52'43" EAST ALONG THE SOUTH LINE OF SAID SECTION 10, A DISTANCE OF 3441.57 FEET; THENCE NORTH 00°07'17" EAST, A DISTANCE OF 103.28 FEET TO A POINT ON THE SOUTHERLY LINE OF THE STUART JET CENTER WESTERLY LEASE PARCEL; THENCE NORTH 64°46'26" WEST ALONG THE SAID SOUTHERLY LINE OF THE STUART JET CENTER WESTERLY LEASE PARCEL, A DISTANCE OF 240.87 FEET; THENCE BEARING NORTH 25°13'34" EAST, A DISTANCE OF 12.54 FEET TO THE **POINT OF BEGINNING**; THENCE BEARING NORTH 73°23'59" WEST, A DISTANCE OF 575.09 FEET; THENCE BEARING NORTH 16°36'01" EAST, A DISTANCE OF 20.00 FEET; THENCE BEARING SOUTH 73°23'59" EAST, A DISTANCE OF 545.47 FEET; THENCE BEARING NORTH 25°13'34" EAST, A DISTANCE OF 403.64 FEET; THENCE BEARING 73°23'59" EAST, A DISTANCE OF 145.59 FEET; THENCE BEARING NORTH 25°13'34" EAST, A DISTANCE OF 19.10 FEET; THENCE BEARING SOUTH 64°46'26" EAST, A DISTANCE OF 10.00 FEET; THENCE BEARING SOUTH 25°13'34" WEST, A DISTANCE OF 23.62 FEET; THENCE BEARING SOUTH 73°23'59" WEST, A DISTANCE OF 145.72 FEET; THENCE BEARING SOUTH 25°13'34" WEST, A DISTANCE OF 397.39 FEET; THENCE BEARING SOUTH 73°23'59" EAST, A DISTANCE OF 19.50 FEET; THENCE BEARING SOUTH 16°36'01" WEST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

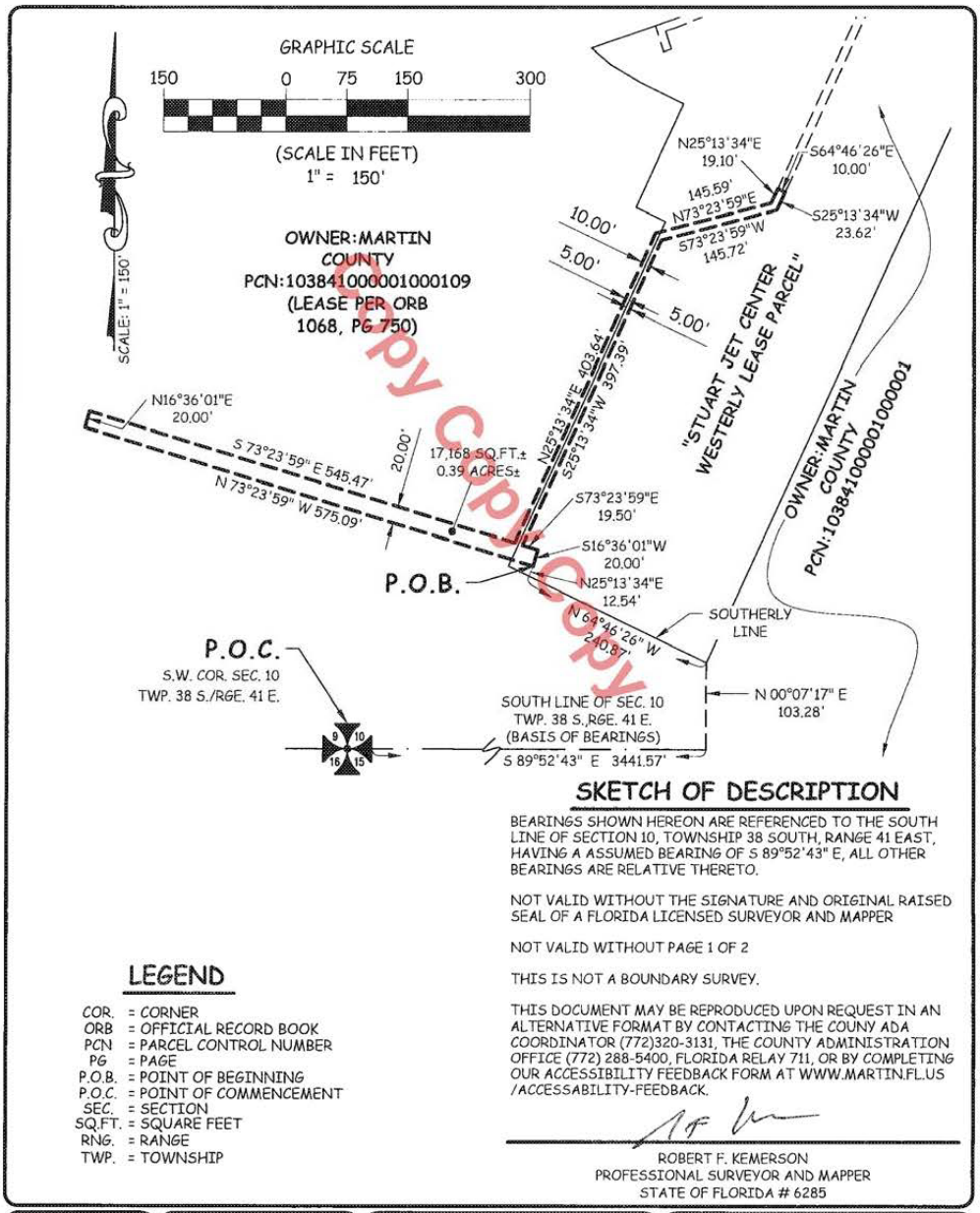
SAID UTILITY EASEMENT CONTAINING WITHIN SAID BOUNDS 17,168 SQUARE FEET (0.394 ACRES) MORE OR LESS.

Courtesy Copy

PAGE 1 OF 2 NOT VALID WITHOUT PAGE 2 OF 2

JOB No.: 19-1031	DRAWN BY: P. SUTHARD			SKETCH AND LEGAL DESCRIPTION OF UTILITY EASEMENT FOR STUART JET CENTER
	APPROVED BY: R. KEMERSON			
	SCALE: N/A			
SHEET: 1 OF 2	DATE: 2/9/21	FCS	2/16/21	REVISED PER COMMENTS
	FIELD BOOK/PAGES: N/A	BY:	DATE:	REVISIONS

VELCON ENGINEERING & SURVEYING, LLC
CERTIFICATE OF AUTHORIZATION NO. LB 8305
590 NW PEACOCK BLVD, SUITE 6
PORT ST. LUCIE, FLORIDA 34986
PHONE (772) 879-0477
Web Site: www.velcon1.com



Copy Copy Copy

SKETCH OF DESCRIPTION

BEARINGS SHOWN HEREON ARE REFERENCED TO THE SOUTH LINE OF SECTION 10, TOWNSHIP 38 SOUTH, RANGE 41 EAST, HAVING A ASSUMED BEARING OF S 89°52'43" E, ALL OTHER BEARINGS ARE RELATIVE THERETO.

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

NOT VALID WITHOUT PAGE 1 OF 2

THIS IS NOT A BOUNDARY SURVEY.

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LEGEND

COR. = CORNER
ORB = OFFICIAL RECORD BOOK
PCN = PARCEL CONTROL NUMBER
PG = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
SEC. = SECTION
SQ.FT. = SQUARE FEET
RNG. = RANGE
TWP. = TOWNSHIP

ROBERT F. KEMERSON
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 6285

JOB No.: 19-1031	DRAWN BY: P. SUTHARD APPROVED BY: R. KEMERSON SCALE: 1" = 150'			SKETCH AND LEGAL DESCRIPTION OF UTILITY EASEMENT FOR STUART JET CENTER
SHEET: 2 OF 2	DATE: 2/9/21 FIELD BOOK/PAGES: ---	PCS	2/26/21	REVISED PER COMMENTS
		BY:	DATE:	REVISIONS

VELCON ENGINEERING & SURVEYING, LLC
CERTIFICATE OF AUTHORIZATION NO. LB 8205
860 NW PEACOCK BLVD, SUITE 8
PORT ST. LUCIE, FLORIDA 34986
PHONE (772) 879-0477
Web Site: www.velconfl.com

Exhibit C
Proposed Improvement Plan / Phasing Plan

Phase	***Description of Proposed Improvements***	***Anticipated Schedule***
Phase 1	Remove Buildings 4 & 4A and design and construct new building(s), all or a portion of which being intended for Aeronautical Use(s) (approximately 58,000 SQFT)	Commence work on or before Q4-2026 **Complete work by Q4-2028**
Phase 2	Design and construct new building(s) (approximately 50,000 SQFT)	Commence work on or before Q4-2030 **Complete work by Q4-2032**
Phase 3	Design and construct new building(s), all or a portion of which being intended for Aeronautical Use(s), including development of Parcel D (approximately 54,000 SQFT)	Commence work on or before Q4-2032 **Complete work by Q4-2034**

Sketch of location of Proposed Improvements are shown on Exhibit C-1 attached hereto. Over the term of the lease the total value of intended development, improvements, and expansion of facilities is estimated at more than $30 million.

Exhibit C-1
Proposed Improvements