

OPTION TO LEASE

This Option to Lease (“Option”) is made this 30 day of March, 2026, between Martin County, a political subdivision of the State of Florida, having its principal office at 2401 SE Monterey Road, Stuart, FL 34996 (the “**COUNTY**”) and Martin County Healthy Start Coalition, Inc., a Florida not-for-profit corporation and having its principal office at 735 S Colorado Ave, Suite 110, Stuart, Florida 34994 (the “**ORGANIZATION**”).

WITNESSETH:

WHEREAS, the **ORGANIZATION** is a 501(c)(3) Florida not-for-profit corporation; and

WHEREAS, the **ORGANIZATION** is currently engaged in offering support and education to pregnant women and infants, in Martin County, to have a healthy start in life and to build strong local coalitions to provide high-quality prenatal care, to provide for all pregnant women and newborn infants throughout the state with a universal risk screening to identify if they are at risk of poor birth, health and developmental outcomes and intervene with interventions to mitigate risks; and

WHEREAS, the **ORGANIZATION** has applied to the County for a lease of the below described property for the creation of a facility and operations (“Maternity Center”) that will provide a space to support a community-based maternity center in Martin County; and

WHEREAS, the **COUNTY** is statutorily authorized under Fla. Stat. 125.38 to enter into any lease of real property owned by the County to not for profit

organizations organized for the purposes of promoting community interest and welfare; and

WHEREAS, the COUNTY has determined that the property is not currently needed for County purposes, and that the presence of a community-based maternity centered provider providing pregnant women and infants a safe space for care is consistent with the promotion of community interest and welfare; and

WHEREAS, the COUNTY desires to grant the **ORGANIZATION** an option to lease such property for the proposed creation, establishment and operation of community based, maternity center enhanced by operation of the Maternity Center to advance its goals and objectives; and

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

INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION I **GRANT OF OPTION**

The County grants to the **ORGANIZATION** this option to lease the property generally depicted on **Exhibit “A”** attached hereto and incorporated herein by this reference, which property is located on Southeast Tower Drive off of SE Salerno Road (the “Property”), in accordance with the terms and conditions set forth in this Option and in the Lease attached hereto and incorporated herein by this reference as **Exhibit “B”** (the “Lease”). The date of execution of this Option as set forth in the

first paragraph hereof (the "Option Execution Date") shall be referenced in the Lease as the Option Execution Date. As soon as practicable following execution of this Option, the parties shall agree upon a final sketch and legal description of the Property, which the Organization shall provide at its sole cost and expense. The agreed upon sketch and legal description shall be attached to this Option by a signed addendum.

This Option shall automatically terminate at 5:00 PM, Eastern Standard Time, on August 26, 2028, unless exercised prior to such date. This Option shall automatically terminate upon the making by **ORGANIZATION** of any general assignment for the benefit of creditors, the filing by or against **ORGANIZATION** of a petition to have the **ORGANIZATION** adjudged bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy, the appointment of a trustee or receiver to take possession of substantially all of the **ORGANIZATION'S** assets, or the attachment, execution or other judicial seizure of substantially all or any material part of the **ORGANIZATION'S** assets.

SECTION II

EXERCISE OF OPTION

A. The **ORGANIZATION** and the **COUNTY** recognize that the cost of improvements necessary for development and use of the Property as a community-based family centered services center and a Maternity Center and the source of funds are not currently ascertainable, therefore, the **ORGANIZATION** may exercise this Option upon the timely satisfaction of all of the following conditions:

1. On or before December 31, 2027, or such earlier date as may be set forth below, the **ORGANIZATION** shall prepare and submit the following information (the “Submissions”) to the **COUNTY** for its review and approval, at the **ORGANIZATION’S** sole cost and expense:

(a) Preliminary Engineering design plans for construction preparation and development on the Property with a structure for use by the ORGANIZATION for its community based family centered services and Maternity Center and general architectural and engineering plans detailing the construction of appropriate structure(s), which plans are to be available for preliminary review (which preliminary review shall be separate and apart from any required regulatory review and approval by the COUNTY, including all Growth Management, Zoning, development and similar regulations and ordinances by Martin County) no later than three (3) years from the date of execution of this Option of which, at a minimum, must consist of a facility and operations that will provide a space to support a community-based maternity center with prenatal care, health care of women, infants and children up to the age of three, and administrative and ancillary offices, plus wrap-around services; and

(b) A development schedule setting forth development milestones and proposed dates of completion thereof including funds committed to the development of the Property. The development schedule may be phased; provided, however, that plans shall provide for all infrastructure necessary to support these improvements shall be completed no later than two (2) years after commencement of

the Lease; and all construction be completed no later than three (3) years from the date of commencement of the Lease; and

(c) Cost estimates, prepared by a Florida licensed engineer or general contractor acceptable to the County and retained by the **ORGANIZATION** and is shown to have the capabilities, qualifications, background, and experience to effectuate and construct the proposed facilities in compliance with the design plans and development schedule submitted pursuant to this Section. Cost estimates should include but not be limited to, costs for final design, permits, surveys, capital facility charges and other government fees associated with development of the Property; and

(d) A listing of all subcontractors, sub-subcontractors, vendors, and suppliers who will provide labor, materials and supplies known as of such time for **COUNTY'S** assurance all are qualified and not barred or disqualified from public/governmental works; and

(e) A Phase I Environmental Site Assessment (ESA) of the Property prepared by an environmental professional acceptable to the County and the **ORGANIZATION** and retained by the Organization. If the **ORGANIZATION** exercises its Option and enters into the Lease with the County, the **ORGANIZATION** shall follow all recommendations outlined in the ESA at the **ORGANIZATION's** sole cost and expense; and

(f) A Plan of Operation for the Maternity Center facility.

(g) Evidence of compliance or ability to comply with any other laws related to the proposed activities, including all Growth Management, Zoning, development and similar regulations and ordinances by Martin County.

2. The above-described Submissions shall be subject to review and approval by the County Administrator or designee. This review and approval are in addition to any required regulatory review and approval by the County, including all Growth Management, Zoning, development and similar regulations and ordinances by Martin County. The County Administrator or designee in reviewing the Submissions shall have the right to approve, to reject, to request additional information, and to suggest amendments to the Submissions. The **COUNTY** agrees to review and respond to all Submissions in a timely manner not to exceed forty-five (45) days from the date of delivery and agrees its approval of the **ORGANIZATION's** Submissions will not be unreasonably withheld. The **ORGANIZATION** agrees to respond to all of the County's requests for additional information and suggested amendments to the Submissions in a timely manner not to exceed forty-five (45) days from the date of delivery. The **ORGANIZATION** agrees to have all final Submissions delivered to the County no later than August 26, 2028.

3. The County will deliver its approval or rejection of the **ORGANIZATION's** Submissions in writing to Samantha Suffich, Chief Executive Officer, via email to ssuffich@mchealthystart.org, within forty five (45) days of the **ORGANIZATION's** delivery of its final Submission, or no later than five (5) business days prior to the termination of this Option, whichever is sooner. Approval or

rejection by the County may be subject to reconsideration by the Board of County Commissioners.

4. By August 26, 2028, but no later than 120 days following delivery of the Submissions to the **COUNTY**, the **ORGANIZATION** shall submit to the **COUNTY**, written certification by both its Treasurer and its Accountant, and its lender, if applicable, that the **ORGANIZATION** has assets or pledged assets of no less than the full amount of the certified development cost for the minimum improvements that are required in the first three (3) years of the development schedule, as described in Section II. Paragraph A.1(a) and Section II. Paragraph A.1(b), above. Such certification shall specify the amount of cash, invested funds, signed pledge commitments, and approved grants from state, federal or private sources, as well as any loans or other financing agreements. The number of years within which any signed pledge or grant is payable shall also be specified. The County shall review such certification and documentation within thirty (30) days from the date of the **ORGANIZATION's** submission of this final financial certification. The County shall have the right to request additional information concerning the certification, so long as the request is not unreasonable.

B. The Parties may alter or extend the termination date of this Option by written agreement executed by the Parties. To be effective, any such alteration or extension shall specify the date and time of termination of the Option as extended or altered.

C. Following timely compliance with all the requirements set forth in Section II. Paragraph A above, including approval by **COUNTY** of the **ORGANIZATION's** Submissions as provided in Section II. Paragraph A.2., and acceptance by the **COUNTY** of the certification of funds as provided in Section II, Paragraph A.4., the **ORGANIZATION** may exercise this Option by giving written notice of its election to exercise the Option delivered to the **COUNTY** at 2401 SE Monterey Road, Stuart, Florida 34996, attn.: Real Property Manager, prior to termination of this Option. The exercise of this Option must be received by the **COUNTY** on or before 5:00 PM, Eastern Standard Time, September 30, 2028, or such later extension date hereunder. If this Option is not exercised in accordance with the provisions herein, the Option shall expire and terminate by its own terms and be of no force or effect, unless extended or altered under provisions hereof.

D. **ORGANIZATION** shall not assign any or all of its rights arising from this Option without the prior written approval of **COUNTY**, which approval may be withheld by **COUNTY** in its sole and absolute discretion.

SECTION III

TIME IS OF THE ESSENCE

Time is of the essence as to every time period and date set forth in this Option.

SECTION IV **EXECUTION OF LEASE**

In the event the Option is exercised, the Lease attached hereto as **Exhibit “B”** shall be executed by authorized agent(s) of the **COUNTY** and the **ORGANIZATION**, respectively. From the date of the exercise of the Option until the execution of the Lease, the parties shall be bound by the covenants contained in the Lease as if the Lease had been executed on the date the Option is exercised.

SECTION V **BUILDINGS AND IMPROVEMENTS ON PREMISES**

During the term of this Option, the **ORGANIZATION** and its employees, contractors, service providers, and agents shall have the right to enter the Property to conduct tests and inspect and investigate all aspects of the Property to determine whether, in the sole discretion of the **ORGANIZATION**, the Property is satisfactory for the **ORGANIZATION**’s intended use and development. The **ORGANIZATION** agrees to repair or replace any damage caused by the **ORGANIZATION**, its employees, agents, contractors, representatives, retained experts in connection with the activities listed in this paragraph. The **ORGANIZATION** shall give notice to the **COUNTY** at: Real_Property@martin.fl.us at least twenty-four (24) hours prior to such entry. The **COUNTY** shall not be liable during the term of this Option for any loss, injury, death or damage to persons or property sustained by the **ORGANIZATION** or its employees, contractors, service providers, agents, or invitees in connection with investigating or visiting the Property, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of

any act, omission or negligence of the **ORGANIZATION** or its employees, contractors, service providers, agents, or invitees.

The **ORGANIZATION** shall indemnify the **COUNTY** against all claims, liabilities, loss, or damage whatsoever on account of any such loss, injury, death or damage arising out of its actions on the Property or related to this Option. The **ORGANIZATION** hereby waives all claims against the **COUNTY** for damages to the property of the **ORGANIZATION** in, on or about the Property, and for injuries to persons or property in or about the Property, from any cause arising at any time from its use. The **ORGANIZATION** agrees to hold the **COUNTY** harmless from and against any and all claims, lawsuits, judgments, or similar causes of action, for any injuries to persons or property arising out of the activities conducted by the **ORGANIZATION** on the Property. Further, the **ORGANIZATION** agrees to defend the County against any and all such claims and suits as described above at the **ORGANIZATION**'s sole cost and expense with no cost and expense to be incurred by the **COUNTY**.

The parties agree that this instrument is a lease option which grants the **ORGANIZATION** no rights of possession, nor maintenance obligation (except for **ORGANIZATION**'S obligation to repair or replace any damage caused by the **ORGANIZATION**, its employees, agents, contractors, representatives, retained experts in connection with the activities listed in this section) prior to execution of the Lease by both parties. **ORGANIZATION** hereby acknowledges that **COUNTY** shall have no obligation to repair, restore or remediate any portion of the Property,

and that upon exercise of this Option, **ORGANIZATION** is agreeing to accept the Property in an “AS IS,” “WHERE IS” and “WITH ALL FAULTS” basis, without representations, warranties and/or covenants, express or implied, of any kind or nature, except as specifically set forth in this Option.

SECTION VI
COMMENCEMENT OF LEASE

The Lease shall commence at the time of delivery of the **ORGANIZATION’s** election to exercise this Option.

SECTION VII
GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL

This Option shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to its conflict of law principles. The parties agree that the state courts in and for Martin County, Florida, shall be the exclusive courts of jurisdiction and venue for any litigation, special proceeding, or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this Option. **THE PARTIES EXPRESSLY WAIVE TRIAL BY JURY, INCLUDING AN ADVISORY JURY, IN ANY ACTION OR PROCEEDING ARISING OUT OF, OR RELATING TO THIS OPTION.** In any litigation permitted by this Option, each party shall bear their own costs and fees, including attorney fees.

SECTION VIII
ENTIRE AGREEMENT

This Option and the exhibits attached hereto set forth all the covenants, promises, agreements, conditions, and understandings between the parties

concerning the Property and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are set forth in this Option. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Option shall be binding upon the parties unless reduced to writing and signed by them.

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

ORGANIZATION:

Martin County Healthy Start Coalition, Inc.,
a 501(c)(3) Florida not-for-profit corporation

Witness #1:


Print Name: Aubrey Campbell
Address: 1421 NE Elizabeth Ave.
Jensen Beach, FL 34957


Print Name: Samantha Suffich
Title: CEO

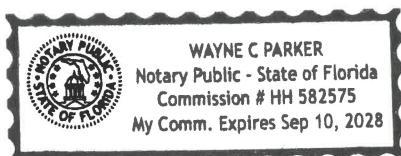
Witness #2:


Print Name: Randy Pennington
Address: 2400 SE Monterey Rd
Stuart, FL 34994

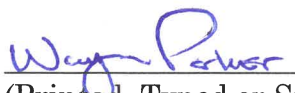
STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of March, 2020, by Samantha Suffich, who is the CEO of Martin County Healthy Start Coalition, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced a driver's license FLDL issued within the past 5 years as identification.

NOTARY PUBLIC SEAL



Notary Public, State of Florida


(Printed, Typed or Stamped Name of Notary Public)

ATTEST:

COUNTY:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

SEBASTIAN FOX,
SENIOR ASSISTANT COUNTY ATTORNEY

**EXHIBIT A
THE PROPERTY**

Location Map

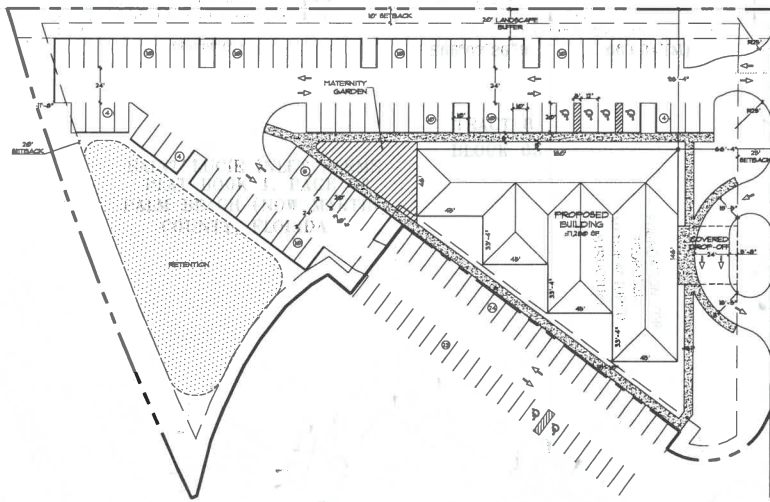


Legal Description

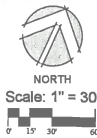
ALL OF TRACT 8, BLOCK 86 ACCORDING TO THE PLAT OF SAINT LUKE'S BUILT
PARISH AS RECORDED IN THE PLAT BOOK 1, PAGE 88 PUBLIC RECORDS OF
PALM BEACH-SOUTH DARTMOUTH COUNTY, FLORIDA,
OFFICIAL RECORDS BOOK 406, PAGE 732

Site Data

PCN	50-2041-000-000-0000004	CO
ZONING	COMM OFF 1553	COMM OFF 1553
FUTURE LAND USE	COMM OFF 1553	COMM OFF 1553
PROPOSED USE	MEDICAL SERVICES/ OFFICE	MEDICAL SERVICES/ OFFICE
CONCEPTUAL PROJECT AREA	114,275	1.88
IMPERVIOUS AREA	84,313	1.48
PROPOSED BUILDING	17,280	0.40
COVERED DRIVEWAY	1,848	0.04
WALKS & MISC. CONCRETE	3,280	0.12
VEGETATION USE AREA/ STORAGE AREA	40,105	0.92
PROPOSED AREA/ OPEN SPACE	62,289	1.39
PROPOSED RESTORATION AREA	12,181	0.28
LANDSCAPE AREA	40,075	0.92
BUILDING DATA	PROVIDED	
WED SERVICES	10000	
OFFICE	5280	
PARKING	PROVIDED	
	80	



CALL 48 HOURS BEFORE
YOU SIG IN FLORIDA
1-800-432-4770
IF YOU ARE
SHOOTING TODAY, ONE CALL
OF FLORIDA, INC.



McCARTY & ASSOCIATES

LAND PLANNING
AND DESIGN

STUART • FT. PIERCE

772.341.9321
www.McCartyandAssociates.com
McCartyandAssociates@comcast.net

Healthy Start
Martin County, Florida
Conceptual Site Plan

Drawn By DMS
Checked By MM
Scale 1"=30'
Drawing Date 8/7/2025

S-1

EXHIBIT B
LEASE

Exhibit “B”

**PUBLIC PURPOSE LEASE AGREEMENT
BETWEEN
MARTIN COUNTY
AND
MARTIN COUNTY HEALTHY START COALITION, INC.**

THIS PUBLIC PURPOSE LEASE AGREEMENT (“Lease”) is made this ____ day of _____, 20__, between **MARTIN COUNTY**, a political subdivision of the State of Florida, having its principal office at 2401 SE Monterey Road, Stuart, Florida 34996, (“COUNTY”), and the **MARTIN COUNTY HEALTHY START COALITION, INC.**, a Florida not-for-profit corporation, having its principal office at 735 S Colorado Ave, Suite 110, Stuart, Florida 34994, (“LESSEE”). The COUNTY and LESSEE may be referred to herein, collectively, as the “Parties”.

WITNESSETH:

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

WHEREAS, the LESSEE is a 501(c)(3) Florida not-for-profit corporation; and

WHEREAS, the LESSEE has applied to the County for a lease of the below described property for the creation of a facility and operations (“Maternity Center”) that will provide a space to support a community-based maternity center in Martin County, offering support and education to pregnant women and infants, in Martin County, to have a healthy start in life and to build strong local coalitions to provide high-quality prenatal care, to provide for all pregnant women and newborn infants throughout the state with a universal risk screening to identify if they are at risk of poor birth, health and developmental outcomes and intervene with interventions to mitigate risks (the “Intended Use”); and

WHEREAS, the COUNTY has determined that the Intended Use is compatible with the public purpose described above, and the below described property is suited for said stated public purpose; and

WHEREAS, the COUNTY has found that the property to be leased to the LESSEE is not currently needed for COUNTY purposes; and

WHEREAS, the COUNTY desires to lease the Property to the LESSEE and LESSEE desires to lease the Property from COUNTY upon the terms provided herein.

NOW THEREFORE, in consideration of the foregoing and in further consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitations.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Description of Property.** The COUNTY hereby leases to the LESSEE, and LESSEE hereby leases from County, certain land which is located on Southeast Tower Drive off of SE Salerno Road in Stuart, Florida, as more particularly described in **Exhibit “A”** attached hereto and made a part hereof by this reference (the “Property”) on the terms that follow.

3. **Use of Property.** The LESSEE shall use the Property solely and exclusively for the Intended Use including a Maternity Center providing education and health care to women, and infants, children up to the age of three, together with administrative and ancillary offices, and wrap-around services.

Nothing herein shall be construed as granting the LESSEE any right to use the Property for any kind of commercial venture other than in compliance with the Plan of Operation for the Intended Use as approved by the COUNTY pursuant to that certain Option to Lease executed by the parties on _____, 2026, and as may be amended from time to time upon approval by the County Administrator or designee. During the term hereof, COUNTY grants to LESSEE the right of access, entry, and utilization of the Property for the purposes of holding fund raising events, inspections and similar matters to bring attention to the efforts of LESSEE for development of the property for the purposes intended. Use of the Property prior to development approvals must comply with the requirements set forth in **Exhibit “B”** attached hereto and made a part hereof by this reference.

County shall deliver the Property to Lessee in its existing “AS IS, WHERE IS, AND WITH ALL FAULTS” condition, without any agreements, representations, understandings, or obligations on the part of County to perform any alterations, repairs or improvements. No representations respecting the condition of the Property have been made to Lessee by or on behalf of County, except as expressly provided herein. Lessee agrees to accept the Property in such condition.

4. **Term and Rent.** The initial term of this Lease shall be for _____ (__) years, commencing on _____ and terminating on _____ (“Term”), for an annual rent of One Dollar (\$1.00), which is in addition to the other valuable consideration attendant with the execution of this Lease, the value and sufficiency of

which is acknowledged by the Parties. Rent is based on an “as is” rental valuation as of the beginning of the Lease Term, which is acceptable to the Parties.

5. Reserved.

6. Improvements. The Property is not improved and consists of vacant land as of date of commencement. As a material inducement to the COUNTY to enter into this Lease, the LESSEE agrees as follows:

A. Construction and/or Alteration of Improvements:

All improvements and structures constructed on the Property, and any and all alterations and additions to any improvements or structures which require a permit under applicable County regulations, are subject to prior written approval by the County Administrator or designee. This provision includes earth moving and alteration to the land. By execution of this Lease, the COUNTY provides its written approval of the plans, schedule, and cost estimates attached hereto as **Exhibits C, D, and E**, further defined below. Such improvements shall be made and maintained at the sole expense of the LESSEE. The LESSEE shall obtain a performance bond or other surety pursuant to Section 255.05, Fla. Stat., prior to the commencement of any construction, alteration or demolition of any improvements or structures requiring a permit under applicable County regulations. Such surety, approved by the County Administrator or designee, which shall not be unreasonably withheld, shall ensure to the COUNTY payment of one hundred twenty five percent (125%) of all estimated costs of the proper and timely completion of the LESSEE's construction obligations, as outlined in **Exhibits C, D, and E** attached hereto, in the event that the LESSEE fails to fully complete such work. At a minimum, site work required for the construction of the Maternity Center including buildings, parking, access, and additional structures related to the Intended Use, and all improvements proposed by the LESSEE, discussed in the paragraphs that follow, must be completed no later than three (3) years from the commencement date of this Lease, subject to extension for Force Majeure events as defined in this Lease and for delays caused by the COUNTY's failure to timely approve plans or issue permits. Notwithstanding the foregoing, all infrastructure necessary to support the improvements proposed by Lessee shall be completed no later than two (2) years from the commencement date of this Lease, subject to the same extensions.

LESSEE, or its general contractor, shall carry builder's risk insurance on a completed value basis with respect to the improvements to be constructed on the Property. LESSEE's obligation to do this shall begin when construction begins and end on substantial completion of construction. The builder's risk coverage shall conform to the requirements of Section 9 below.

B. Mandatory Improvements:

The LESSEE shall provide signage to indicate that the Property is owned by the COUNTY and is being operated for the benefit of the public for the Intended Use stated herein. Such signage shall be approved by the County Administrator or designee. The LESSEE agrees, at its sole cost and expense, to improve the Property in accordance with the plans attached hereto and incorporated herein by this reference as **Exhibit “C,”** and the development schedule, attached hereto and incorporated herein by this reference as **Exhibit “D.”** The estimated cost of improvements is set forth in **Exhibit “E,”** attached hereto and incorporated herein by this reference. **LESSEE** shall have the right to install additional signage during the time of any construction of improvements and expansion thereof and upon permanent structures installed, which signage shall acknowledge the **generosity of various donors including opportunities for “naming” the structure or portions** or parts thereof, including interior areas in honor and gratitude of significant donations. The County Administrator or designee shall have the right of prior approval of any exterior signage contemplated in the immediately preceding sentence, which approval shall not be unreasonably withheld. All signage placed upon the Property and the improvements must be in compliance with all applicable laws. Prior to commencement of LESSEE’S development activities on the Property, LESSEE shall install a perimeter fence (chain link with privacy screening or other County-approved material) along the boundary lines of the Property to separate all improvements and structures constructed on the Property from COUNTY’S adjoining facilities to the south and east. The County Administrator or designee shall have the right to review and approve any and all fences installed on the Property.

C. Permissive Improvements:

The LESSEE shall only have the right to make alterations and additions, or new or additional construction to improvements and structures, with the prior written consent of the Martin County Administrator who may, at his or her discretion, request **approval by the Martin County Board of County Commissioners (“Board”).** All plans and specifications for proposed alterations, additions, and construction shall be submitted in writing to the Martin County Administrator. The County Administrator shall respond in writing within twenty (20) days of delivery by approving, rejecting with specific reasons for rejection, requesting specific revisions, or advising LESSEE that Board consideration is required. **The COUNTY agrees that its approval of the LESSEE’s alteration, addition, and construction plans shall not be unreasonably withheld.** Approval by the COUNTY has been given for those improvements identified in **Exhibits C, D, and E** attached hereto. This obligation is in addition to the LESSEE’s obligation to obtain approvals and permits from the COUNTY in accordance with paragraph D below.

D. Governmental Approvals, Leases and Easements:

It shall be the LESSEE's sole responsibility to obtain all necessary governmental approvals and permits for any proposed improvements or structures, including, but not limited to, all necessary development approvals from any governmental agency having jurisdiction over the proposed improvements or structures, including all Growth Management, Zoning, development and similar regulations and ordinances by COUNTY. Nothing herein shall be deemed to waive or imply waiver of any COUNTY regulation or required fee applicable to the review and/or development of any proposed improvements or structures. Nothing herein shall be deemed to imply that the COUNTY is a co-applicant with the LESSEE for any matter requiring governmental approval, including any COUNTY approval. The requirement that LESSEE obtain COUNTY consent for proposed improvements and structures as discussed in subsections A through C of this Section is separate and excluded from this subsection. It is expressly understood and agreed by the LESSEE that the COUNTY shall not be liable for any expense or damage incurred by the LESSEE resulting from the failure of the COUNTY, or any other governmental entity having jurisdiction, to approve any or all necessary approvals or permits required for the construction of any improvements or structures proposed by the LESSEE. However, if the COUNTY unreasonably delays or denies approvals or permits in violation of applicable law or this Lease, the construction deadlines in Section 6.A shall be extended accordingly.

E. Ownership:

All improvements, structures, and fixtures upon the Property shall be exclusively operated and controlled by the LESSEE or COUNTY approved sublessees enhancing or supporting LESSEE's operations during the Term of this Lease at no cost to the COUNTY. Upon the expiration or earlier termination of this Lease, the LESSEE shall deliver the Property to the COUNTY in good repair and condition, reasonable wear and tear excepted, and all improvements, structures, and fixtures (excepting only sign panels and movable trade fixtures installed at the LESSEE's costs), whether installed by the COUNTY, the LESSEE or any other person or entity, shall become, when made, a part of the Property, and upon the expiration or earlier termination of this Lease, shall be surrendered with the Property in good condition.

7. Repairs and Maintenance.

A. The LESSEE agrees that all portions of the Property shall be kept in good repair and condition at LESSEE's expense, including but not limited to, the interior and exterior of all buildings and structures, all improvements, grounds, landscaping, parking areas, sidewalks, and walkways. The LESSEE shall make all repairs, alterations, and replacements of every kind with respect to the Property necessary to maintain the Property in good condition, and shall make all repairs, alterations, and replacements required by applicable law, ordinance, or other government requirement during the Term

of this Lease. The LESSEE shall make all repairs, alterations, and replacements necessary to maintain in good condition all lines, apparatus, ducts, and equipment relating to utilities (including heating, air conditioning, water, gas, electricity, and sewerage) and make all repairs, alterations, and replacements required by applicable law, ordinance, or other government requirement during the Term of this Lease.

B. At all times during Term of the Lease, the LESSEE shall maintain a service contract with an air conditioning repair firm or other arrangement acceptable to the COUNTY for the regular maintenance of the HVAC system(s) servicing the Property after expiration of the manufacturer's warranties. The LESSEE shall furnish copies of all maintenance records and service reports to the COUNTY's General Services Department on an annual basis. Additionally, if any HVAC equipment is damaged in any way, the LESSEE shall promptly repair (and if necessary, replace) the equipment.

C. All maintenance and repair work shall be performed by LESSEE at its sole cost and expense, including utilizing its in-house facilities operations, within a reasonable time. Upon written notice by the COUNTY of any item requiring repair, LESSEE shall either (i) perform such repair within twenty-one (21) days of the date of the notice from the COUNTY or (ii) provide the COUNTY with a quote and repair schedule from a qualified vendor within twenty-one (21) days of the date of the notice from the COUNTY. Upon COUNTY's approval of such quote, as described in (ii) which approval shall not be unreasonably withheld or delayed, LESSEE shall cause the qualified vendor to commence the repair within ten (10) days thereafter; provided, however, that such ten (10) day period may be extended in writing by the COUNTY upon request from the LESSEE, which extension shall not be unreasonably withheld. These timeframes shall be extended for repairs that reasonably require additional time due to the nature or complexity of the work, availability of materials, or other circumstances beyond LESSEE's reasonable control. The LESSEE agrees to make or contract for emergency repairs when necessary and provide protective measures to the extent possible to protect the Property from damage and to prevent injury to persons or loss of life. LESSEE shall have no right of recovery against the COUNTY or the Property for losses or damage to stock, furniture and fixtures, equipment, improvements, and betterment in, on and about the Property.

D. The LESSEE agrees to use its best efforts to ensure that the Property, including the interior and exterior of any and all structures and improvements placed thereon, are maintained in an attractive condition. The LESSEE shall be responsible for maintaining the Property free from trash and debris. The LESSEE shall provide suitable trash containers and separate recycling containers and shall maintain same during the term of the Lease or shall secure a contracted waste collection service to satisfy this condition. EXCEPT AS OTHERWISE SET FORTH HEREIN TO THE CONTRARY, IT IS THE INTENT OF THIS LEASE THAT COUNTY SHALL HAVE NO RESPONSIBILITY FOR ANY MAINTENANCE OR REPAIR WITH RESPECT TO THE PROPERTY WHATSOEVER DURING THE TERM OF THIS LEASE.

8. Utilities. The LESSEE shall have sole responsibility for the cost of installation, connection and usage charges for all water and wastewater services; electrical service; telephone, cable and wireless communication service and equipment; and solid waste and wastewater services to the Property throughout the Term of this Lease. The LESSEE shall have sole responsibility for ensuring that all utilities are separately metered and/or sub metered and billed as necessary, if appropriate to its accounting and reporting requirements.

9. Insurance, Indemnification and Damage by Casualty.

A. The LESSEE shall procure and maintain in force at its expense during the Term of this Lease, commercial general liability insurance naming the COUNTY as an additional insured in a minimum amount of One Million and no/100 Dollars (\$1,000,000.00) per claim for bodily injury and property damage and an aggregate amount of Three Million and No/100 Dollars (\$3,000,000.00). A certificate of insurance evidencing such insurance and listing the COUNTY as an additional insured shall be provided to the COUNTY prior to commencement of construction activities on the Property and will be provided to the COUNTY annually thirty (30) days prior to the renewal date of each insurance policy or the anniversary date of this Lease, whichever is earlier. Such policy shall be non-cancelable with respect to the COUNTY except upon thirty (30) days written notice to the County, and a substitute policy meeting the requirements of this Lease shall be provided prior to the effective date of any such cancellation. A waiver of subrogation will be provided, and COUNTY shall be named as a loss payee. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory.

B. To the extent required by applicable law, LESSEE shall procure and maintain in force at its expense during the Term of this Lease, worker's compensation insurance for all its employees employed in connection with the operations of LESSEE related to this Lease. Such insurance shall fully comply with Chapter 440, Fla. Stat., Workers Compensation. The workers compensation insurance policy required by this Lease shall also include Employers Liability coverage. The LESSEE shall provide proof of worker's compensation insurance as required by law, if applicable. A waiver of subrogation will be provided. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory.

C. The LESSEE will carry fire, extended coverage, vandalism, and extended hazards coverage insurance in an amount of not less than one hundred percent (100%) of the replacement value of any improvements and betterments located on the Property in accordance with normally accepted standards in the insurance industry, as reasonably determined by a qualified insurance professional or appraiser selected by LESSEE. Such policy shall name the COUNTY as additional named insured and may not be canceled

with respect to the COUNTY except upon thirty (30) days written notice to the COUNTY. A waiver of subrogation will be provided, and COUNTY shall be named as a loss payee. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. This policy form shall contain a provision that valuation be on an agreed value basis. Said policy shall include building ordinance and law coverage which shall insure building, fixtures, equipment, improvements, and betterments. LESSEE shall be responsible for insuring their own personal property located on the Property. Flood Insurance is required to be obtained by the Lessee for building/improvements and betterments if the Property lies within a special Flood Hazard area. Lessee shall further procure Business Income and Extra Expense Coverage such as afforded by an ISO special form.

D. The LESSEE shall procure and maintain in force at its expense during the Term of this Lease, Commercial Umbrella Insurance, adequate to protect the COUNTY against liability for any and all damage claims in a minimum amount of Five Million Dollars (\$5,000,000.00) per claim for bodily injury and property damage and an aggregate amount of Five Million Dollars (\$5,000,000.00). A certificate of insurance evidencing such insurance and listing "Martin County and its Board of County Commissioners" as an additional named insured shall be provided to the COUNTY prior to utilization of the property and will be provided annually with payment of rent. Such policy shall be non-cancelable with respect to County except upon thirty (30) days written notice to County, and a substitute policy meeting the requirements of this Lease shall be provided prior to the effective date of any such cancellation. A waiver of subrogation must be provided. Coverage should apply on a secondary basis.

E. LESSEE shall procure Environmental Liability insurance coverage in the amount of \$1,000,000 each occurrence and \$2,000,000 annual aggregate. This insurance shall cover any environmental loss to the Property for adjoining properties and shall include coverage for handling of hazardous materials and mold, fungus, and related bacteria. The defense costs for environmental claims shall be provided outside of the limits of liability and should include a waiver of subrogation by insurer as to the COUNTY parties.

F. The LESSEE shall take out and maintain, during the term of this Lease, Business Automobile Liability Insurance specifically covering the Premises. Such insurance coverage shall have minimum limits of Five Hundred Thousand and 00/100 (\$500,000.00) per occurrence, and One Hundred Thousand and 00/100 Dollars (\$100,000.00) per person combined single limit for bodily injury liability and property damage liability. This insurance shall be an "any-auto" type of policy including owned, hired, non-owned, and employee non-ownership coverage. A waiver of subrogation must be provided. Coverage should apply on a primary and non-contributory basis.

G. The LESSEE shall indemnify the COUNTY to the extent allowable by law against all claims, liabilities, loss, or damage whatsoever on account of any loss, injury, death, or damage arising out of or related to LESSEE's use and occupancy of the Property, except to the extent caused by the COUNTY's negligence or willful misconduct. The LESSEE hereby waives all claims against the COUNTY for damages to personal property and existing or future improvements on the Property, and for injuries to persons or property in or about the Property, from any cause arising at any time, except to the extent of the COUNTY's negligence or willful misconduct. The LESSEE agrees to hold the COUNTY harmless from and against any and all claims, lawsuits, judgments, or similar causes of action, for any injuries to persons or property arising out of the activities conducted by the LESSEE on the Property. Further, the LESSEE agrees to defend and hold the COUNTY harmless against any and all such claims and suits as described above at the LESSEE's sole cost and expense, except to the extent caused by COUNTY's negligence or willful misconduct. The LESSEE agrees to include the COUNTY in any and all Release and Waiver of Liability forms LESSEE issues for execution by participants and spectators, subject to review and approval of the language by the COUNTY which shall not be unreasonably withheld.

H. The COUNTY shall not be liable for any damage or liability of any kind or for any injury to or death of any persons or damage to any property on or about the Property from any cause whatsoever, except in the instance of the COUNTY's negligence or willful misconduct.

I. It shall be the responsibility of the LESSEE to ensure that all independent consultants, contractors, sub-consultants, and sub-subcontractors comply with the same insurance requirements referenced herein. It will be the responsibility of the LESSEE to obtain certificates of insurance from all such parties listing the COUNTY as an additional insured without the language when required by written contract.

J. In the event the improvements on the Property are damaged or rendered totally or partially untenable by fire or other casualty, LESSEE will immediately give COUNTY written notice thereof, and LESSEE shall proceed with all reasonable diligence to repair or restore the improvements to their condition prior to such fire or casualty. If the damage is such that the improvements can be repaired within one hundred eighty (180) days and the cost does not exceed \$100,000, LESSEE shall proceed with all reasonable diligence to repair or restore the improvements. If the damage exceeds these thresholds, LESSEE may elect to terminate this Lease upon thirty (30) days written notice to COUNTY. Repair and restoration hereunder shall include rebuilding the building(s) and other improvements in order that the Property shall contain buildings and other improvements of the same general type of construction or better. The proceeds of the pertinent insurance policy or policies, hereinabove mentioned, shall be applied to the cost of repairing or restoring said buildings and improvements.

10. **Taxes.** The LESSEE will be responsible for all taxes lawfully levied against the Property during the Term of the Lease, if any; the parties recognizing the tax-exempt status of governmental lands and LESSEE'S non-profit status.

11. **LESSEE's Responsibilities.**

A. The LESSEE agrees to follow and abide by all local, state, and federal laws, ordinances and regulations as applicable to it and its operations.

B. The LESSEE agrees that the Property shall be used and occupied only for the Intended Use and for no other purpose. The LESSEE will establish operating hours that will optimize the LESSEE'S purpose and the citizens of Martin County's ability to benefit from the LESSEE's said purpose. The Property shall be open to members of the public seeking to obtain information about the operations and services of LESSEE to be operated upon said Property, provided, however, that access to the public reception area shall remain open except access may be restricted to other areas as may be required by any applicable public health directives, restrictions, laws or similar governmental requirements and LESSEE's operations and operation of any related party, or third party approved as sublessee. Hours of operations may vary based on, but not limited to, acts of God; outbreak of airborne or transmittable illness and/or virus; acts and orders of local, state, or federal governments.

C. The LESSEE shall ensure the general public's access to the Property is limited solely to the extent necessary for the safety and security of the public and the operation of LESSEE consistent with applicable privacy, HIPAA compliance, safety and security of patients, caregivers, staff, educators, researchers and similar.

D. The LESSEE shall maintain an active website displaying its schedule of activities to be held on the Property to the extent allowable without violation of any applicable privacy, HIPAA or similar laws or regulations, a listing of its officers/directors and general contact information shall also be available within its online presence.

E. The LESSEE shall designate an individual with primary responsibility and for its operations who shall be available during operating hours. The LESSEE agrees that a qualified person(s) shall be available when the person with primary responsibility is not available.

F. The LESSEE agrees that as between the Parties, all persons engaged in any service or other activity on the Property shall be, at all times, and in all places, subject to the LESSEE's sole direction, supervision and control and shall not be considered an employee, agent, or servant of the COUNTY.

G To the extent applicable to LESSEE's operations, the LESSEE will maintain compliance with Florida Agency for Health Care Administration (AHCA) requirements

regarding obtaining Level 2 Criminal Background Screening prior to employee hire and at additional required intervals. Volunteers may be subject to the same Level 2 Background Screening depending on type of engagement. Information received from these background screenings will be made available to the COUNTY upon request to determine if the LESSEE is in compliance with this requirement.

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

i. No person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the services offered in or at the Property on the basis of age, sex, physical handicap or other disability, race, color, national origin, religion or ancestry provided that due to the nature of services provided by LESSEE, services are intended for individuals who are pregnant, postpartum, infants, fathers, doulas, and care partners directly involved in perinatal care, and eligibility for certain services may be limited accordingly;

ii. The LESSEE shall not discriminate against any employee or applicant for employment in connection with the Property with respect to hiring, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment on the basis of age, sex, physical handicap or other disability, race, color, religion, national origin, or ancestry;

iii. The LESSEE agrees that the Property, including the LESSEE's facilities and programs, shall at all times comply with the Americans with Disabilities Act ("ADA") and shall provide the COUNTY with an ADA compliance plan prior to occupancy; and

iv. The LESSEE shall furnish the COUNTY with a list of its officers and board of directors and notify the COUNTY of the names of any new officers and directors at the time of their election. The LESSEE agrees to provide its By-laws to the COUNTY. The LESSEE shall furnish the COUNTY with the names and addresses of the LESSEE's officers and employees who have the authority to make payments on behalf of LESSEE.

J. The LESSEE agrees to keep books, accounts, and records that reflect all revenues and expenditures connected with the management and operation of the Property. The books, accounts, and records shall be maintained in accordance with generally accepted accounting principles and shall be made available to the COUNTY for examination or audit during normal business hours, upon ten (10) days' written notice. In addition, the LESSEE shall provide the COUNTY with a copy of its annual audit and annual financial statements relating to the LESSEE's occupancy and use of the Property

no later than February 1st of each year covering the LESSEE's prior fiscal year, which ends June 30.

K. Pursuant to Chapter 617, Fla. Stat., upon the dissolution of the LESSEE, monies and any improvements on the Property whether paid for by the LESSEE or the COUNTY shall revert to the COUNTY. Any monies or other personal property of LESSEE shall be distributed in accordance with LESSEE's articles of incorporation and Chapter 617, Fla. Stat. The COUNTY may require the LESSEE's Board of Directors to provide to it a distribution resolution as provided for in Section 617.1406, Fla. Stat.

L At 5:00 pm, Eastern Standard Time, on the last day of the Term of this Lease, the LESSEE shall deliver the Property to the COUNTY, together with the improvements built and installed by LESSEE, in a similar condition as when accepted by the LESSEE, reasonable wear and tear excepted.

12. Inspection by COUNTY.

The COUNTY and its agents may, with reasonable notice of not less than 72 hours, make periodic inspections of the Property to determine whether the LESSEE is operating in compliance with the terms and conditions of this Lease. The frequency of the inspections shall be as deemed necessary by the COUNTY in its sole discretion, provided such inspections shall not interfere with operations of LESSEE or in any manner violate, impede, or infringe upon the privacy, HIPAA rights, or similar of LESSEE'S clients, families, caregivers, and/or researchers. Upon notification by the COUNTY of any violations or deficiencies and within a reasonable timeframe specified within such notification, the LESSEE shall make all changes necessary to ensure compliance with the terms and conditions of this Lease and/or any applicable law(s) or regulation(s).

13. Prohibition on Assignment, Encumbrance, and Use.

A. The LESSEE shall not assign this Lease or sublet the Property to any other party without the prior express written approval of the COUNTY which shall not be unreasonably withheld; provided, however, that any assignment or sublet of the Property, or any portion thereof, shall not result in a change or expansion of the Intended Use, and further provided that LESSEE shall retain primary responsibility and liability for all operations, improvements, structures and fixtures upon the Property. Any attempt to assign this Lease or sublet the Property without the prior express written approval of the COUNTY is an event of default under this Lease. This covenant shall be binding on the successors in interest of the LESSEE. This paragraph shall not be construed to prevent the LESSEE from entering into agreements with vendors related to the operation of related facilities and operations, or to prevent the LESSEE from, contracting with other entities or individuals for supplemental services, offerings, training, evaluations, and research as consistent with the Intended Use without approval from the COUNTY. The

LESSEE shall be permitted to establish a schedule of fees and charges to recover costs from groups, agencies, and individuals wishing to use space on or in the Property for the purpose of conducting conferences, inquiries, research, meetings, evaluations or similar, all of which shall be consistent with the Intended Use.

B. The LESSEE shall not mortgage, pledge, or encumber this Lease, in whole or in part, or the Property, to any other person, firm or entity without prior written approval of COUNTY. Any attempted mortgage, pledge, or encumbrance of this Lease or the Property without such approval shall be void and may, at the sole option of the COUNTY, be deemed an event of default under this Lease. This covenant shall be binding on the successors in interest of the LESSEE. Upon written notice by COUNTY of an alleged default under this Section 13(B), LESSEE shall be given no more than thirty (30) days to cure said default.

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

D. No lien shall attach to the Property for any services, labor, or materials performed thereon or supplied thereto. LESSEE shall notify all contractors, sub-contractors, and other persons performing labor, services, or furnishing materials to said Property of these conditions and they shall be bound by such conditions. Notwithstanding the foregoing, LESSEE at its expense shall cause any such lien filed against the Property to be satisfied or transferred to bond within thirty (30) days after LESSEE receives notice thereof.

14. Environmental Compliance; Hazardous Materials.

A. With regards to the LESSEE's environmental responsibilities, the LESSEE agrees to comply with all existing and future applicable federal, state, and local laws and regulations. The LESSEE shall at all times be responsible for any discharge, disposal, or release of any hazardous materials in any manner whatsoever, occurring during the Term of this Lease by the LESSEE or any Property of the LESSEE's employees, agents, licensees, invitees or trespassers on the Property. Notwithstanding the foregoing provisions, the LESSEE shall not be liable for any discharge, disposal, or release of any hazardous materials at the Property caused by the negligence or willful misconduct of the COUNTY. The LESSEE shall not be liable for any known or unknown hazardous materials existing prior to the LESSEE's use and occupancy of the Property. For this Lease, "hazardous materials" shall be defined to include but not limited to (i) "hazardous substances" as defined in Section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 C 14) and as said Act may be amended from time to time; (ii) "Hazardous Waste" as defined in the Florida Resource

Recovery and Management Act (Florida Statutes, Chapter 403) and as said Act may be amended from time to time; (iii) asbestos; (iv) radon; and, (v) petroleum products.

B.The LESSEE shall, at the LESSEE's expense, and upon demand of the COUNTY or any other local, state, or federal regulatory agency, promptly contain, remove and remediate any hazardous materials discharged, disposed or released on the Property occurring during the Term of this Lease. If the LESSEE does not take action promptly to have such hazardous materials contained, removed, and abated, the COUNTY or any of its designated contractors or agents may, upon reasonable notice to the 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 designated contractors or agents shall not relieve the LESSEE of its obligations under this or any other provision of this Lease or as imposed by law.

C.The LESSEE shall indemnify and hold harmless the COUNTY, its elected officials, employees, and agents from and against all claims, actions, and damages arising out of its operations on the Property or from any discharge, disposal, or release of hazardous materials, except as to the last two (2) sentences of 14.A. above.

D.The LESSEE shall provide the COUNTY with notice of all discharges, disposals, and releases of hazardous materials occurring on the Property. Upon request by the COUNTY, the LESSEE shall make all documentation related to all releases, discharges, and disposals performed on the Property available to review by the COUNTY or its agents. Additionally, LESSEE shall provide COUNTY with immediate written notice if LESSEE learns of: (i) any potential or known release or threatened release of hazardous materials on, onto, from or under the Property, whether from a federal, state or other governmental authority, or otherwise; or (ii) of all claims made or threatened by any third party relating to any loss or injury from hazardous materials in, on, from or under the Property.

E.The LESSEE's responsibilities under this Article shall survive the expiration or earlier termination of this Lease and shall apply with equal force and effect to contamination discovered subsequently thereto, if the same is attributable to the LESSEE's historical and operational presence on the Property.

15. Termination.

A. The COUNTY shall have the right to terminate this Lease upon the occurrence of any of the following, hereinafter referred to as "Event of Default," thirty (30) days after delivery of written notice of default, during which period the LESSEE may cure the Event of Default to the reasonable satisfaction of the COUNTY:

- 1) Institution of proceedings in voluntary bankruptcy by the LESSEE.

- 2) Institution of proceedings in involuntary bankruptcy against the LESSEE if such proceedings are not dismissed within 90 days.
- 3) Assignment of this Lease for the benefit of creditors.
- 4) Failure to operate the Property in a professional and businesslike manner, continuously, actively and in a good faith manner consistent with the purposes and requirements of this Lease, after a period of not less than sixty (60) days prior written notice for LESSEE to remediate.
- 5) Dissolution, whether voluntary or involuntary, of the LESSEE.
- 6) Default, non-performance or other non-compliance with any covenant, requirement, or other provision of any nature whatsoever under this Lease.
- 7) Violation of any federal, state, or local law, rule or regulation and not remediated after sixty (60) days prior written notice of such violation.
- 8) Failure to substantially comply with the plans as shown in Exhibit C or the development schedule set in Exhibit E, as they may be modified by written agreement of the Parties.

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

C. The cure period shall be thirty (30) days except as may be expressly provided in this Article 15 after receipt of a written default notice from the COUNTY. The cure period may be extended by the Parties in writing if the Event of Default is of such nature that it cannot be completely cured within thirty (30) days. If the LESSEE does not commence such curing within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then the COUNTY may terminate this Lease on not less than thirty (30) days' notice to the LESSEE.

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

E. Except as otherwise provided in this Lease, neither party shall be deemed in default or in breach of this Lease to the extent it is unable to perform due to an event of *force majeure*. For the purpose of this Lease, *force majeure* shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of a public enemy, failure of transportation facilities, enactment, rule, order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical facilities, or any other cause of any nature whatsoever beyond the control of either party which was not avoidable in the exercise of reasonable care and foresight.

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

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

18. Governing Law, Venue, Fees and WAIVER OF JURY TRIAL.

A. This Lease shall be construed in accordance with the laws of the State of Florida. Venue of any action arising out of this Lease shall be in Martin County, Florida

B. The rights and remedies with respect to any of the terms and conditions of this Lease shall be cumulative and not exclusive and shall be in addition to all other rights and remedies available to either Party in law or equity. In connection with any litigation (including all appeals therefrom) arising out of this Lease, the Parties expressly agree that each Party will bear its own attorney's fees and court costs incurred in connection with this Lease. Further, THE PARTIES EXPRESSLY WAIVE TRIAL BY JURY, INCLUDING AN ADVISORY JURY, IN ANY ACTION OR PROCEEDING ARISING OUT OF, OR RELATING TO THIS LEASE.

19. Notices. Any notice shall be deemed duly served if personally served, or if mailed by certified mail, return receipt requested, or if sent via "overnight" courier service or electronic transmission as follows:

COUNTY: Martin County Real Property
2401 SE Monterey Road
Stuart, Florida 34996
Telephone: (772) 221-2354
Email: real_property@martin.fl.us

COUNTY ATTORNEY: County Attorney
Martin County Administrative Offices
2401 SE Monterey Road
Stuart, Florida 34996

LESSEE: Martin County Healthy Start Coalition, Inc.
ATTN: Samantha Suffich
735 S Colorado Ave, Suite 110
Stuart, Florida 34994
Telephone: (772) 463-2888
Email: ssuffich@mchealthystart.org

LESSEE'S ATTORNEY _____, Esquire

Telephone: _____
Email: _____

Any party may change the information above by giving written notice of such change as provided herein.

20. LESSEE's Duties Regarding Public Records. The LESSEE must provide public access to all records concerning this Lease according to applicable Florida laws including Chapter 119, Fla. Stat. If the LESSEE asserts any exemptions to Florida's public record laws, the LESSEE has the burden of establishing and defending the exemption. The LESSEE shall comply with Florida's public records laws to the extent required by law, but nothing herein shall be construed to make the LESSEE a public agency if it is not otherwise one under applicable law.

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

22. No Waiver. There shall be no waiver of the right of either Party to demand strict performance of any of the provisions, terms, and covenants of this Lease nor shall there be any waiver of any breach, default, or non-performance by either Party, unless such waiver is explicitly made in writing by the other Party. Any previous waiver or course of dealing shall not affect the right of either Party to demand strict performance of the provisions, terms, and covenants of this Lease with respect to any subsequent event or occurrence of any subsequent breach, default or non-performance hereof by the other party.

23. Interpretation of Lease. This Lease is the result of negotiation between the Parties and has been typed/printed by one party for the convenience of both Parties, and the Parties covenant that this Lease shall not be construed in favor of or against either of the Parties.

24. Mediation. In the event of a dispute between the Parties in connection with this Lease, the Parties agree to submit the disputed issue or issues to a mediator for non-binding mediation prior to filing a lawsuit. The Parties shall agree on a mediator chosen from a list of Florida Supreme Court certified mediators available from the Clerk of Court for Martin County. If the Parties cannot agree on a mediator within fifteen (15) days of a written request for mediation, either party may request the Clerk of Court to appoint a mediator. The fee of the mediator shall be shared equally by the Parties. To the extent allowed by law, the mediation process shall be confidential. If a party fails to comply with this section, including, but not limited to, filing a lawsuit without mediating before filing the lawsuit, the party in violation shall be liable for the reasonable attorneys' fees and costs of the other party in enforcing this provision, and such amounts shall be awarded by the Court.

25. E-Verify. *As a condition precedent to entering into this Lease*, and in compliance with Section 448.095, Fla. Stat., Lessee, and its subcontractors shall, to the extent required by applicable law, register with and use the E-Verify system to verify work authorization status of all new employees.

a. Lessee shall require each of its subcontractors to provide Lessee with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Lessee shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Lease.

b. The COUNTY, Lessee, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The COUNTY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Lessee otherwise complied, shall promptly notify Lessee and Lessee shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Lessee acknowledges that upon termination of this Lease by the COUNTY for a known violation of this section by Lessee, Lessee may not be awarded a public contract for at least one (1) year. Lessee further acknowledges that Lessee is liable for any additional costs reasonably incurred by the COUNTY as a result of termination of this contract for a known violation of this section by LESSEE.

Subcontracts. Lessee or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Lessee shall use reasonable efforts to ensure compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

[Signatures on the following pages]

IN WITNESS WHEREOF, the Parties have executed this Lease effective the date set forth above.

LESSEE:

MARTIN COUNTY HEALTHY START COALITION,
INC., a Florida not-for-profit corporation

Witness: _____
Address: _____

By: _____
Print Name: _____
Title: _____

Witness: _____
Address: _____

Date: _____, 202__

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 202__, by _____, who is the _____ of MARTIN COUNTY HEALTHY START COALITION, INC., a Florida not for profit corporation, on behalf of the corporation. He/She is personally known to me or has produced a driver's license, _____, issued within the past 5 years as identification.

NOTARY PUBLIC SEAL

Notary Public, State of Florida

(Printed, Typed or Stamped Name of
Notary Public)

ATTEST:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

SEBASTIAN FOX, SENIOR ASSISTANT
COUNTY ATTORNEY

Exhibit A

Legal Description

Exhibit B

Requirements for Use

Exhibit C

Plans for Property

Exhibit D

Development Schedule

Exhibit E
Cost of Improvements