

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

**THIS THIRD AMENDMENT TO LEASE AGREEMENT** (“Amendment”) is made this 12<sup>th</sup> day of November, 2024, by and between **MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, having its principal office at 2401 SE Monterey Road, Stuart, Florida 34996 (hereinafter referred to as the “COUNTY”) and **CHILDREN’S MUSEUM OF THE TREASURE COAST, INC.**, a not-for-profit corporation organized and existing under the laws of the State of Florida, having its principal address at 1723 NE Shearwater Drive, Jensen Beach, Florida 34957 (hereinafter referred to as “LESSEE”).

**RECITALS**

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

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

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

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

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

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at [www.martin.fl.us/accessibility-feedback](http://www.martin.fl.us/accessibility-feedback)

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

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

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

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

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

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

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

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

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

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

Paragraph I, shall be added to read as follows:

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

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

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

A. LESSEE shall procure and maintain in force at its expense during the term of this Lease, Commercial General Liability insurance adequate to protect the COUNTY against liability for any and all damage claims in a minimum amount of One Million Dollars (\$1,000,000.00) per claim for bodily injury and property damage and an aggregate amount of Three Million Dollars (\$3,000,000.00). A certificate of insurance evidencing such insurance and listing the COUNTY as an additional insured on a primary and noncontributory basis shall be provided to the COUNTY prior to utilization of the property and shall be provided annually with payment of rent. Said policy shall contain a waiver of subrogation by insurer as to the COUNTY. Such policy shall be noncancelable with respect to COUNTY except upon thirty (30) days written notice to COUNTY.

B. LESSEE agrees to take out and maintain, during the term of this Lease, applicable workers' compensation insurance for all its employees employed in connection with the business operating under this Lease. Such insurance shall fully comply with the Workers' Compensation Law, Chapter 440, Florida

Statutes. The workers' compensation insurance policy required by this Lease shall also include Employers Liability. LESSEE shall provide proof of workers' compensation insurance as required by law, if applicable. Said policy shall include a waiver of subrogation by insurer as to the COUNTY. Such policy shall be noncancelable with respect to COUNTY except upon thirty (30) days written notice to COUNTY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(SIGNATURE PAGE FOLLOWS)

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

ATTEST:

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

WITNESS:

*[Signature]*  
\_\_\_\_\_  
Legacy Falkner

Print Name

2336 SE Ocean Blvd

Witness Address Stuart, FL 34996

*[Signature]*  
\_\_\_\_\_  
Richard Baron

Print Name:

RICHARD BARON

Title: Board President

WITNESS:

*[Signature]*  
\_\_\_\_\_  
Suzanne Woodbine

Print Name

2336 SE Ocean Blvd

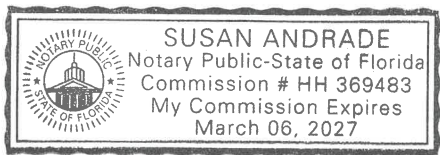
Witness Address Stuart, FL 34996

STATE OF FLORIDA        }

COUNTY OF MARTIN       }

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

(NOTARY SEAL)



*[Signature]*  
\_\_\_\_\_  
Notary Public

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at [www.martin.fl.us/accessibility-feedback](http://www.martin.fl.us/accessibility-feedback)



ATTEST:



CAROLYN TIMMANN, CLERK OF  
THE CIRCUIT COURT & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA



HAROLD E. JENKINS, II, CHAIRMAN

APPROVED AS TO FORM  
& LEGAL SUFFICIENCY



SARAH W. WOODS, COUNTY ATTORNEY

# MARTIN COUNTY, STUART, FLORIDA

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

DWG. NAME :

M.C. PROJ. NO.

SHEET NO. 1 of 5

## Exhibit A

### Children's Museum Lease Area Description

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

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

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

This sheet Not Valid without sheets 2-5 of 5

**Children's Museum Lease at**

**Indian Riverside Park**

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

SUPERVISED BY : MOB

DRAWN BY : WSN SCALE : NONE

DATE : 2-7-12

DRAWING # 12-013

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

MARTIN COUNTY, STUART, FLORIDA

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

DWG. NAME :

M.C. PROJ. NO.

SHEET NO. 2 of 5

Exhibit A

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

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

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

Children's Museum Lease at

Indian Riverside Park

Section 26, Township 37 South, Range 41 East

SUPERVISED BY : MOB

DRAWN BY : WSN SCALE : NONE

DATE : 2-7-12

DRAWING # 12-013

MARTIN COUNTY, STUART, FLORIDA

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

DWG. NAME :

M.C. PROJ. NO.

SHEET NO. 3 of 5

Exhibit A

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

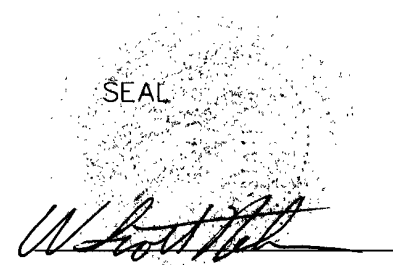
Subtended by a Chord which bears North 27°10'16" West a distance of 9.26 feet to a point on a (No.17)(L-4) Non-tangent Line; Thence North 02°52'27" East a distance of 0.54 feet, (No.18)(L-5) Thence along said inside edge of a concrete walk lying 7.12 feet Southerly of and Parallel to the Southerly concrete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

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

Surveyor's Notes

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

Surveyor in  
Responsible Charge



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

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

Date: February 9, 2012

**Children's Museum Lease at  
Indian Riverside Park  
Section 26, Township 37 South, Range 41 East**

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

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

DWG. NAME : \_\_\_\_\_ M.C. PROJ. NO. \_\_\_\_\_ SHEET NO. 4 of 5

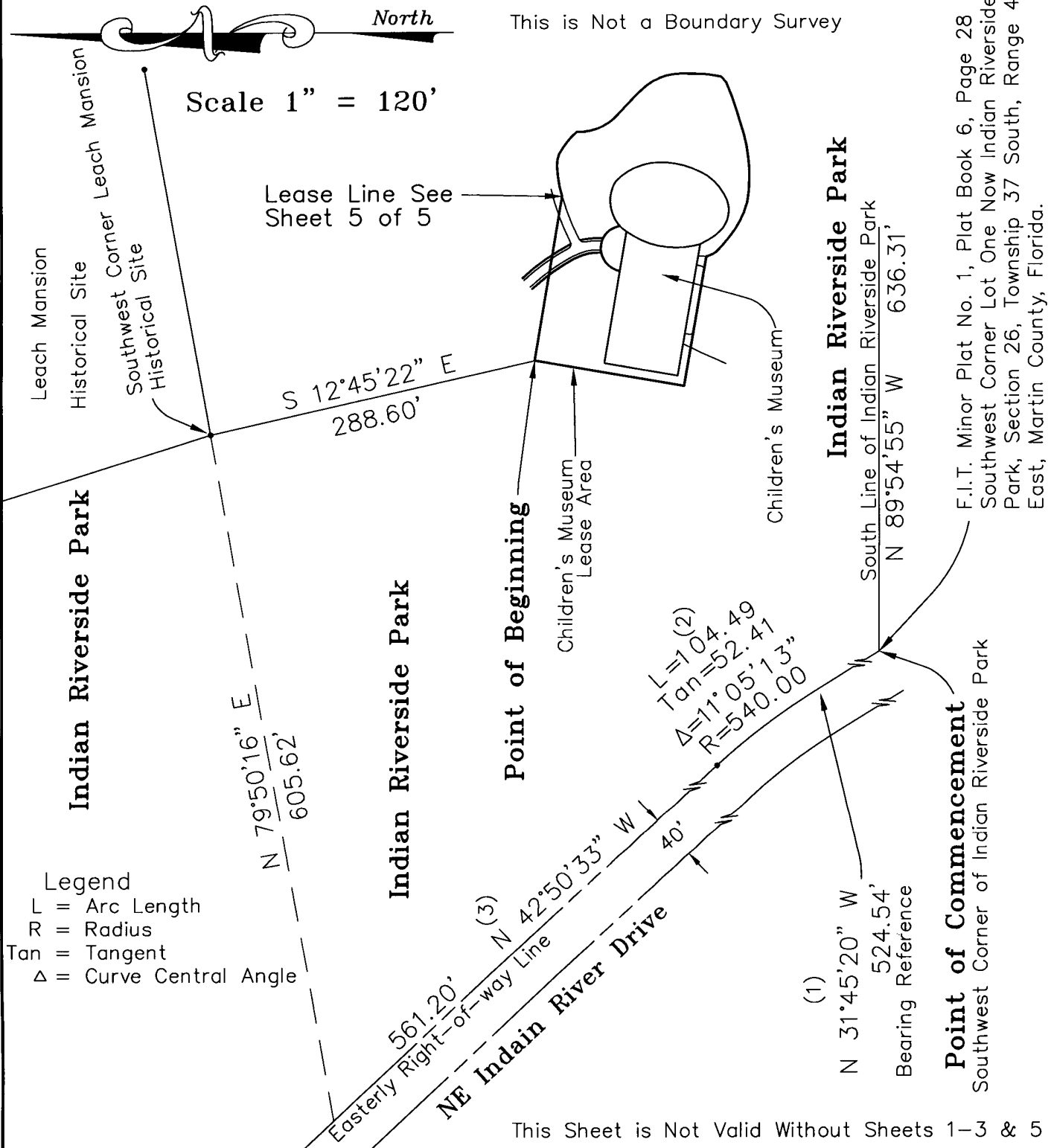
Indian River

**Exhibit A**

This is Not a Boundary Survey

North

Scale 1" = 120'



F.I.T. Minor Plat No. 1, Plat Book 6, Page 28  
 Southwest Corner Lot One Now Indian Riverside  
 Park, Section 26, Township 37 South, Range 41  
 East, Martin County, Florida.

**Legend**  
 L = Arc Length  
 R = Radius  
 Tan = Tangent  
 Δ = Curve Central Angle

This Sheet is Not Valid Without Sheets 1-3 & 5 of 5

**Children's Museum Lease at  
 Indian Riverside Park  
 Section 26, Township 37 South, Range 41 East**

SUPERVISED BY : MOB	
DRAWN BY : WSN	SCALE : 1"=120'
DATE : 2-7-12	
DRAWING #	12-013

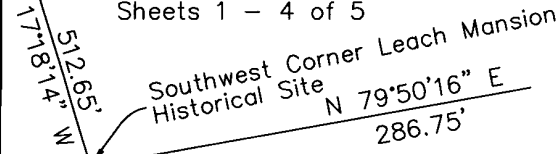
P:\eng\SURVEY Proj\2012\12-013 Indian Riverside Prk Childrens Museum\IRD\_Childrens\_Museum\dwg\IRD\_Childrens\_Museum.dwg

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

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

**Exhibit A**

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



**Line Table**

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

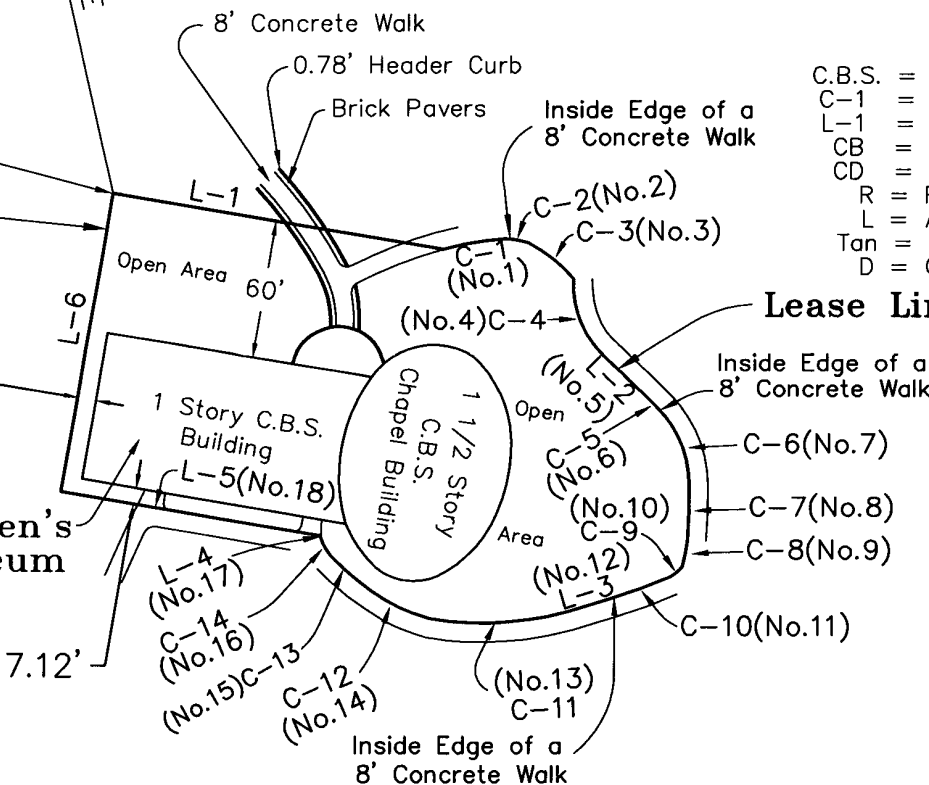
**Curve Table**

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

Point of Beginning

Lease Line

Children's Museum



**Legend**

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

Scale: 1" = 80'



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

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

SUPERVISED BY : MOB

DRAWN BY : WSN SCALE : 1"=80'

DATE : 2-7-12

DRAWING # 12-013

## SKETCH OF DESCRIPTION

FOR

## The Children's Museum of the Treasure Coast

AT INDIAN RIVERSIDE PARK MARTIN COUNTY, FLORIDA

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

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

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

CONTAINS 38,864 SQ FEET

0.89 ACRES +/-

## SURVEYORS NOTES

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

THIS IS NOT A SURVEY

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

AUTHORIZATION NUMBER LB6504

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



HARRY, A. BURGESS PLS 5089

**Renner Burgess**  
LAND SURVEYING

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

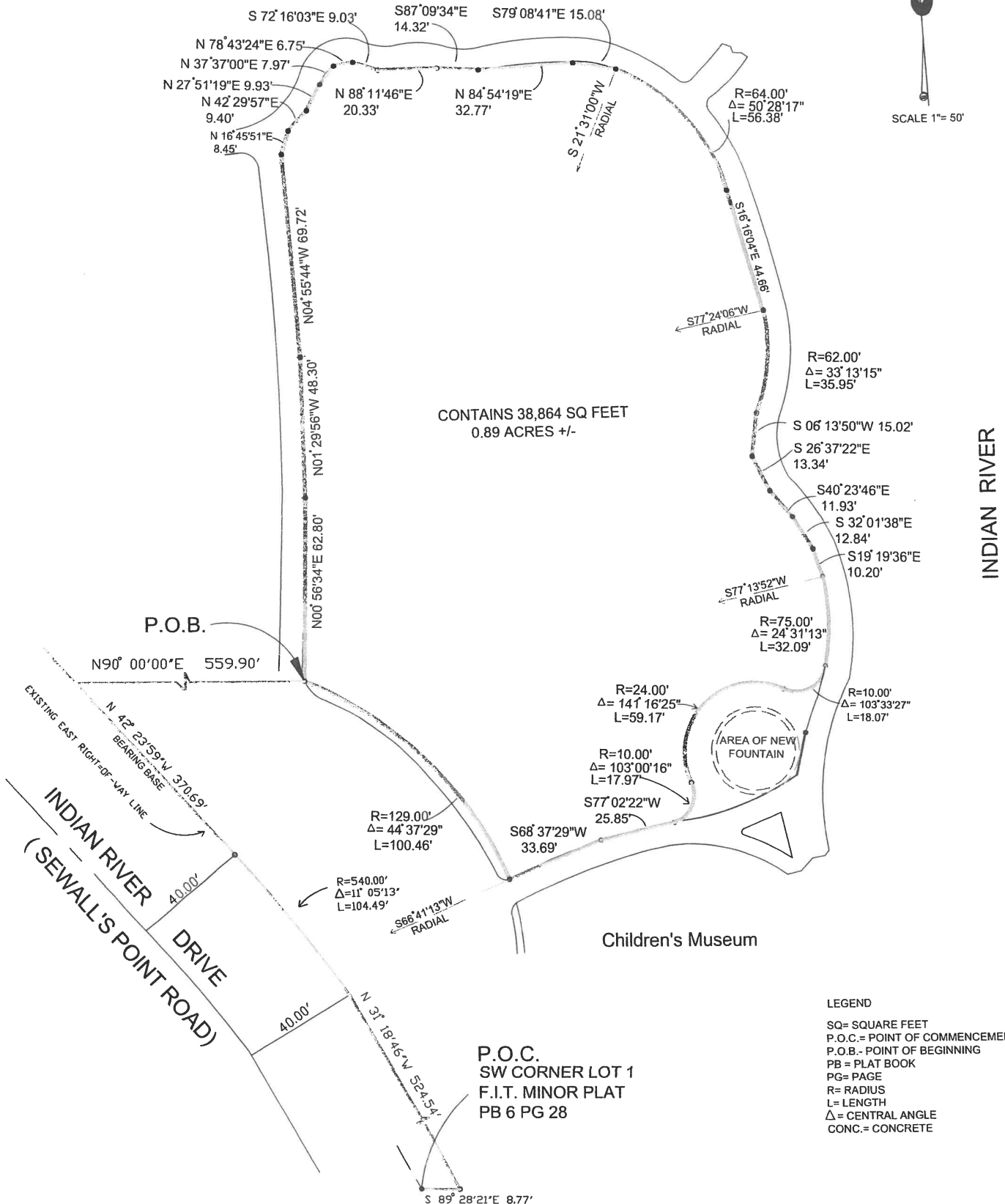
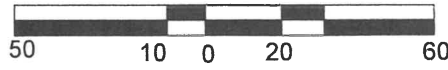
# SKETCH OF DESCRIPTION

FOR

# The Children's Museum of the Treasure Coast

AT INDIAN RIVERSIDE PARK MARTIN COUNTY, FLORIDA

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



**SURVEYORS NOTES**

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

THIS IS NOT A SURVEY

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



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



# EXHIBIT C

MARSHALLER  
CLERK OF CIRCUIT COURT  
MARTIN CO., FL

RECORDED & VERIFIED  
BY D.C.

01306112

98 JUN 29 PM 2:24

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

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

## GRANT AWARD AGREEMENT

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

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

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

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

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

GAA\96-038-P7A  
5/18/98

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

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

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

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

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

#### I. GENERAL CONDITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GAA\96-038-P7A

5/18/98

7

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

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

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

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

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

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

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

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

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

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

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

96-038-P7A  
5/18/98



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

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

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

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

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

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

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

96-038-P7A  
5/18/98

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

Witness:

MARTIN COUNTY,  
a political subdivision of  
the State of Florida

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

BY: *[Signature]*  
Its: Chair - Donna Sutter Melzer

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

Date: June 9, 1998

ATTEST:

Accepted as to Legal Form and  
Sufficiency:

*[Signature]*  
Marsha Stiller, Clerk

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

STATE OF FLORIDA  
COUNTY OF MARTIN

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

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

96-038-P7A  
5/18/98

FLORIDA COMMUNITIES TRUST

Linda Meyer  
Witness Name: LINDA MEYER

James F. Murley  
James F. Murley, Chair

Janice D. Dughi  
Witness Name:

Date: 6/24/98

Accepted as to Legal Form and Sufficiency:

Ann J. Wild  
Ann J. Wild, Trust Counsel

Date: 6/23/98

STATE OF FLORIDA  
COUNTY OF LEON

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



Janice D. Dughi  
MY COMMISSION # CC586951 EXPIRES  
December 10, 2000  
BONDED THRU TFCY FA'S INSURANCE, INC.

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

96-038-P7A  
5/18/98

EXHIBIT "A"

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

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

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

LAST  
PAGE



# MARTIN COUNTY

## BOARD OF COUNTY COMMISSIONERS

2401 S.E. MONTEREY ROAD • STUART, FL 34996

DOUG SMITH	Commissioner, District 1	TARYN KRYZDA, CPM	County Administrator
STACEY HETHERINGTON	Commissioner, District 2	SARAH W. WOODS	County Attorney
HAROLD E. JENKINS II	Commissioner, District 3		
SARAH HEARD	Commissioner, District 4	TELEPHONE	(772) 288-5400
EDWARD V. CIAMPI	Commissioner, District 5	WEBSITE	<a href="http://www.martin.fl.us">www.martin.fl.us</a>

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at [www.martin.fl.us/accessibility-feedback](http://www.martin.fl.us/accessibility-feedback).

February 2, 2022

The Children's Museum of the Treasure Coast  
Attn: Tammy Calabria  
Po Box 2147  
Stuart, FL 34996  
Email: [donations@childrensmuseumtc.org](mailto:donations@childrensmuseumtc.org)

Re: Lease Renewal

Please accept this letter as acknowledgement of receipt and approval of your request for the additional renewal of the Lease Agreement (Lease) with Martin County, located at 1707 NE Indian River Drive, Jensen Beach, FL 34957.

Per the terms of the Second Amendment to the Lease, dated July 7, 2016, "the Lessee shall have the option to extend the terms of this Lease under the same terms and conditions for an additional thirty (30) years, terminating on August 8, 2060".

Thank you and should you need anything further, please let us know.

Thank you,

Mandee Johns, F.R.P.,  
Certified Paralegal  
Martin County Board of County Commissioners  
[Mjohns@martin.fl.us](mailto:Mjohns@martin.fl.us)  
772-288-5793

**SECOND AMENDMENT  
TO LEASE AGREEMENT WITH**

**MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
THE CHILDREN'S MUSEUM OF THE TREASURE COAST, INC.**

**THIS AMENDMENT**, made this 7<sup>th</sup> day of July, 2016 between **MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, having its principal office at 2401 SE Monterey Road, Stuart, Florida, 34996 (hereinafter referred to as the "COUNTY"), and **THE CHILDREN'S MUSEUM OF THE TREASURE COAST, INC.**, a non-profit corporation organized and existing under the laws of the State of Florida, having its principal address at 1707 NE Indian River Drive, Jensen Beach, Florida 34957 (hereinafter referred to as the "LESSEE").

**RECITALS:**

**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**, LESSEE, a Florida not-for-profit organization organized for the purpose of providing a community children's hands-on interactive museum with programs in art, math, science and technology, and

**WHEREAS**, COUNTY and LESSEE, entered into a lease (hereinafter the "Lease") dated August 9, 2005, for Premises of land located in Indian Riverside Park, which premises are described in Exhibit A of the Lease and which Premises and building now located thereon are now known as 1707 NE Indian River Drive, Jensen Beach, Florida 34957 (hereinafter the "premises"), and

**WHEREAS**, COUNTY and LESSEE, entered into a First Amendment to Lease Agreement dated September 11, 2012, for additional land and increased size of the premises and to clarify the obligations of the COUNTY and LESSEE, and

**WHEREAS**, LESSEE has requested the term of the current Lease be extended for an additional thirty (30) years and COUNTY has no objection to such extension, and

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

1. COUNTY and LESSEE acknowledge and agree that the foregoing recitals are true, correct, accurate, in property form and fully binding upon them in all respects, which recitals in their entirety are hereby incorporated in this Agreement.

2. Article 2. Use of Leased Premises, of the Lease is hereby amended to add the following:

The use of inflatables on the Leased Premises is permitted for programs and events organized by LESSEE only under the liability of LESSEE and consistent with the COUNTY's policy as it relates to the use of any inflatable apparatus, which policy is attached hereto and incorporated herein as Exhibit "A" to this Second Amendment.

3. Article 3. Term, of the Lease is hereby amended to add the following:

LESSEE shall have the option to extend the Term of this Lease upon the same terms and conditions as stated herein for an additional Term of thirty (30) years, commencing August 9, 2030. LESSEE shall notify COUNTY in writing no sooner than ten (10) years and no later than five (5) years prior to the commencement of the option Term, of its intent to exercise the option.

4. Paragraph E. of Article 13. Miscellaneous Conditions, of the Lease, as amended by the First Amendment, is hereby deleted in its entirety and replaced with the following:

E. LESSEE shall annually ensure that all of its volunteers and employees have passed a Level 2 background screening at the expense of the LESSEE and shall submit to the COUNTY a signed attestation attesting to compliance with the provisions of Chapter 435, Florida Statutes. Volunteers who assist on an intermittent basis for less than ten (10) hours a month and are always within the line of sight of a background screened individual may be exempted from the background screening requirement and will be included in the attestation as exempt. LESSEE shall also ensure that none of its volunteers and employees are a sexual predator/sexual offender. Information received from these background screenings will be used to determine if LESSEE is in compliance.

5. Paragraph I. of Article 13. Miscellaneous Conditions, of the Lease is hereby deleted in its entirety and replaced with the following:

I. LESSEE shall furnish COUNTY with a list of its officers and board of directors and notify COUNTY of the names of any new officers and Board of Directors at the time of their election. LESSEE shall furnish COUNTY with the names and addresses of LESSEE'S officers and employees who have the authority to pay LESSEE'S bills.

6. Article 13. Miscellaneous Conditions, of the Lease is hereby amended by adding thereto the following provisions:

K. LESSEE acknowledges and agrees that all programming outside the Leased Premises shall require a Permit from the Parks and Recreation Department of the COUNTY and that outside events held on the Leased Premises shall be operated consistent with the requirements set out the in the Permit Addendum, as amended from time to time, attached hereto and incorporated herein as Exhibit "B" to this Second Amendment.

L. LESSEE shall annually attend at least six (6) of the scheduled Indian RiverSide Park Partner meetings.

7. Article 17. Attorney's Fees, of the Lease is hereby deleted in its entirety and replaced with the following:

17. Attorney's Fees. Should either party bring suit to enforce any of the terms of this Agreement, each party shall be responsible for its own court costs and attorneys' fees.

8. Article 19. Notices, of the Lease is hereby deleted in its entirety and is replaced with the following:

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

COUNTY: Martin County Administrative Offices  
2401 SE Monterey Road  
Stuart, Florida 34996  
Attention: Real Property Manager  
[real\\_property@martin.fl.us](mailto:real_property@martin.fl.us)

With a copy to the County Attorney's Office.


LESSEE: Tammy Calabria, Executive Director  
THE CHILDREN'S MUSEUM OF THE TREASURE COAST, INC.  
P.O. Box 2147  
Jensen Beach, Florida 34995

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

**IN WITNESS WHEREOF**, the parties hereto have accepted, made and executed this Second Amendment to Lease upon the terms and conditions stated on the day and year first written above.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA**

  
CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

  
ANNE SCOTT, CHAIR



APPROVED AS TO FORM & LEGAL SUFFICIENCY:

Michael D. Durham  
MICHAEL D. DURHAM, COUNTY ATTORNEY

LESSEE:

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

BY: Jennifer Trent, PRESIDENT

ATTEST:

\_\_\_\_\_, SECRETARY

Stacy M. Talbot  
Witness: Stacy M. Talbot

Josh Long  
Witness: Josh Long

Date: 6/28/2016

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 28th day of JUNE, 2016, by JENNIFER TRENT, President of The Children's Museum of the Treasure Coast, Inc., a Florida not for profit corporation, on behalf of the corporation. Who is personally known to me or has produced a driver's license issued within the past 5 years as identification.

NOTARY SEAL

Robert S. Raynes, Jr.  
Notary Public



# BOARD DIRECTED POLICY

## Exhibit "A"

To: BOCC Employees

From: Taryn Kryzda, County  
Administrator

Subject: AMUSEMENT AND ENTERTAINMENT POLICY

Effective Date: October 9, 2012

Created by: Parks Administration

BCC Meeting: October 9, 2012

Agenda #: 8D1

Item # 80390504

---

### PURPOSE

The Amusement and Entertainment Policy is intended to establish a policy for use of specified amusement rides and apparatuses in the Martin County Parks and Recreation System.

---

### POLICY

#### Statement of Authority

The Parks and Recreation Department shall develop guidelines for the appropriate uses of amusement rides and apparatuses at facilities and participation in recreation programs. Staff will review these guidelines periodically and make the recommended changes to the Parks and Recreation Department Director. Authority is granted via Chapter 17 of Codes and Ordinances for Martin County.

#### Statement of Need and Benefit

It is the responsibility of the Parks and Recreation Department to offer comprehensive year-round recreation programs; provide public parkland and to provide services for the benefit and well being of our citizens. The citizens of Martin County have requested on numerous occasions the ability to have amusement rides and apparatuses in County Parks for their enjoyment during special events and activities.

#### Statement of Philosophy

The guiding principle of the Martin County Parks and Recreation Department's philosophy is to efficiently and effectively offer recreational services, ensuring that Martin County citizens have equal opportunity to participate in a wide variety of programs and services while safeguarding the public and county assets in addition to limiting the County's exposure to liability. In order to create a safe experience for the public, the County will select qualified vendor(s) through a procurement process and ensure that the necessary safety requirements are in place prior to the selection of a qualified vendor. The Parks and Recreation Department reserves the right to prohibit or limit the number of amusement rides or apparatuses based on location (i.e. space a pavilions, special events and open parks space.). The Parks and Recreation Department may designate the areas or locations where amusement rides and apparatuses are permitted. All bookings will take place through the Parks and Recreation Department administrative offices.

---

### DEFINITIONS

1. **Amusement Apparatus:** means any structure, not mechanical in nature, designed to give its users amusement, pleasure, thrills or excitement.
2. **Amusement Ride:** means, in accordance with section 616.242, Florida Statutes, as may be amended from time to time, any building, structure, or mechanical device or combination thereof through which a patron moves, walks, or is carried or conveyed on, along, around, over or through a fixed or restricted course or within a defined area for the purpose of giving its patrons amusement, pleasure, thrills. Or excitement.

## **BOARD DIRECTED POLICY**

3. **Kiddie Ride:** means an amusement ride that is designed primarily for use by patrons up to twelve (12) years of age.
4. **Non-Kiddie Ride:** means an amusement ride that is designed primarily for use by patrons twelve (12) years of age or older, but is not classified as a super amusement.
5. **Super Amusement Ride:** means, in accordance with section 5F-8.001, Florida Administrative Code, as may be amended from time to time, an amusement ride which, because of design, size, passenger capacity, restraint system or operating characteristics, require an extensive or extraordinary amount of inspection time to assure compliance with requirements of law and rule, when compared with kiddie rides or non-kiddie amusement rides.

---

### **PROCEDURE**

---

1. Department has established certain restrictions regarding amusement rides and apparatuses in the park system. Specifically, the following identifies both permitted and prohibited amusement rides and apparatuses:
  - a. **Permitted amusement rides and apparatuses:** Bounce houses and inflatables up to thirty feet (30') in height, climbing walls, reverse bungee trampolines, water apparatus (dunk tanks, slip and slides, inflatable water slides, etc.), mechanical bulls and pony rides.
  - b. **Prohibited amusement apparatus and rides:** trampolines, non-kiddie rides, super amusement rides, trackless trains, and privately owned amusement apparatus and/or amusement rides both mechanical and non-mechanical.
2. The following criteria must be maintained from the selected vendor(s) providing services on County park property:
  - a. Certificate of insurance signed by the insurance company's representative naming Martin County Board of County Commissioners as an additional insured under category of certificate holder with the address of 2401 S.E. Monterey Rd, Stuart, FL 34996.
  - b. General liability insurance coverage amount is to be determined by the County's risk management department.
  - c. Affidavit from the insurance company's authorized representative identifying the type(s) of equipment, amusement insured under the policy.
  - d. Current Martin County Business License.
  - e. All vendors and their staff must have completed a Level II background check that will be conducted by the County and the vendor's expense.
  - f. County assumes no liability for the recruitment, selection and/or background screening of vendor's personnel. The use of subcontracting to other vendors is strictly prohibited.
  - g. Wear a photo identification (provided by the County) at all times while on County park property.
  - h. Comply with all County purchasing requirements.

## BOARD DIRECTED POLICY

### 3. Accessibility Compliance

- a. For private events not open or advertised to the public, the vendor will be responsible for providing modifications, accommodations, and auxiliary aides or services that may be requested for their guests and invited attendees.
- b. For rental/events that are open to the public, the vendor shall comply with all applicable provisions of Title I, Title II, and/or Title III of the American with Disabilities Act (ADA) in the course of providing any services, program, and/or activities regarding nondiscrimination on the basis of disability and all applicable regulations, guidelines and standards.

### 4. Vendor Responsibilities:

- a. Install amusement apparatus and/or amusement rides only in areas designated by the Parks Department. The vendor will provide and set-up any required fencing for amusement rides or apparatuses around the designated site.
- b. Vendors are responsible for following manufacturers' guidelines with regard to installation and safe operation of all amusement rides and apparatuses. Portable structures must be secured to prevent lifting, rolling, etc. in case of high winds.
- c. Portable structures may not be secured to trees, benches, or other park equipment.
- d. Vendors are responsible for contacting the Parks and Recreation Department and/or Sunshine (811) underground location services for any irrigation, electrical or other underground utility lines prior to staking any amusement rides or apparatuses.
- e. Vendors shall provide an attendant, age sixteen (16) or older, at all amusement rides or apparatuses. Said attendants shall be covered by the vendors insurance. Said attendant will be present at all times during the operation of the amusement apparatus or amusement ride.
- f. All inflatables will be operated by a gas powered generator and not plugged in to park utilities.
- g. The vendor shall be subject to paying for any repairs resulting from damages caused by amusement rides or apparatuses to County Property or county assets including, but not limited to, the installation, operation or disassemble of the same.

SIGNED 10/23/2012

---

Taryn Kryzda, County Administrator

### Suppression History:

None

**Exhibit "B"**  
**Martin County Board of County Commissioners**  
**Parks and Recreation Department**

<b>PERMIT ADDENDUM</b>	<b>PERMIT # _____</b>
<b>Permit Holder / Vendor Name:</b> _____	
<b>Name of Event / Event Type:</b> _____ <b>Event Date(s):</b> _____	
<b>Section 1: Nondiscrimination Compliance / Background Checks</b> <span style="float: right;"><b>Initial</b> _____</span>	
✓	<b>FDLE SEXUAL OFFENDER/PREDATOR SEARCH AND VOLUNTEERS</b> Permittee shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website located at <a href="http://www.fdle.state.fl.us">http://www.fdle.state.fl.us</a> or the United States Department of Justice, National Sex Offender Public Website located at <a href="http://www.nsopw.gov">www.nsopw.gov</a> , to work with or around children on County Property and provide any services such as performers, (clowns, off County property bounce house attendants, face painters, magicians, etc.), employees, volunteers, subcontractors, collectively referred to herein as "Event Personnel." Permittee shall be responsible for conducting this search prior to the special event.
✓	Ensure that a person, organization, vendor, or concessionaire shall not deny, withhold, or refuse an individual or group the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations because of race, color, religion, sex, national origin, age, disability, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression.
✓	Ensure that a person, organization, vendor, or concessionaire shall not interfere with the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of a place of public accommodation for the purpose that an individual's patronage or presence at a place of public accommodation is objectionable, unwelcome, unacceptable, or undesirable because of race, color, religion, sex, national origin, age, disability, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression.
<b>Section 2: Sub contractual Agreements / Department Review: Parks</b> <span style="float: right;"><b>Initial</b> _____</span>	
✓	Provide list of all individuals and organizations sponsoring and/or subcontracted for the event.
✓	Agree to make available copies of any agreements for dumpsters, food/beverage, fencing, portable toilets, etc as it relates to this event/activity.
✓	Martin County Parks and Recreation Department to verify Florida nonprofit status/list of officers at <a href="http://www.sunbiz.org">www.sunbiz.org</a> attach verification.
<b>Section 3: Certificates of Insurance / Department Review: Parks</b> <span style="float: right;"><b>Initial</b> _____</span>	
✓	<u>Requirements</u> 1. All Certificates of Insurance must name <i>Martin County, Board of County Commissioners</i> as an Additional Insured and Certificate Holder for all dates of the event (including set up and tear down). 2. Certificate Holder must be listed as: Martin County Board of County Commissioners, 2401 S.E. Monterey Rd. Stuart, Florida, 34996. 3. Certificate of Insurance must be signed by insurance company's authorized representative. 4. All policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of cancellation and/or restriction. 5. Waivers of Subrogation in favor of the County should be provided under each required policy including the Workers Compensation. 6. If any of the insurance coverage's 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. 7. Coverage is not to cease and is to remain in force (subject to cancellation notice) for the duration of the permit. 8. Each event shall have an independent evaluation of activities. Insurance coverage may be higher than the amount listed. 9. The Master Use Tenant User Liability Policy will be provided upon request for all permit holders who have paid for this policy from Martin County. 10. If the Permit holders insurance is intended to cover 'other vendors' as blanket coverage, the following must be typed in the Description box "This policy is for "name of event" which will take place at "name of park" and provides liability coverage for all food, beverage and merchandise vendors under this policy for the said event.

**PERMIT ADDENDUM**

**PERMIT # \_\_\_\_\_**

**Permit Holder / Vendor Name:**

**Name of Event / Event Type:**

**Event Date(s):**

✓	<p><u>General Liability</u>: Provide Martin County Parks and Recreation Department with proof of a Comprehensive Commercial General Liability Policy, to cover the hold harmless agreement set forth herein, with limits of not less than:</p> <table border="0"> <tr> <td>Each occurrence</td> <td>\$1,000,000</td> </tr> <tr> <td>Personal/advertising injury</td> <td>\$1,000,000</td> </tr> <tr> <td>*Products aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>*General aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Fire damage</td> <td>\$100,000 any 1 fire</td> </tr> <tr> <td>Medical expense</td> <td>\$10,000 any 1 person</td> </tr> </table> <p><b>*Aggregate limit should be event specific (i.e. apply on a per event/location basis).</b></p>	Each occurrence	\$1,000,000	Personal/advertising injury	\$1,000,000	*Products aggregate	\$2,000,000	*General aggregate	\$2,000,000	Fire damage	\$100,000 any 1 fire	Medical expense	\$10,000 any 1 person
Each occurrence	\$1,000,000												
Personal/advertising injury	\$1,000,000												
*Products aggregate	\$2,000,000												
*General aggregate	\$2,000,000												
Fire damage	\$100,000 any 1 fire												
Medical expense	\$10,000 any 1 person												
✓	<p><u>Food and/or Beverage Vendor Service</u>: All vendors must provide proof of General Liability Policy and must include Products Liability Coverage of a minimum of \$1,000,000 per occurrence \$2,000,000 aggregate. Policy must indicate no exclusions from food borne illnesses.</p>												
✓	<p><u>Alcohol</u>: All vendors must provide a Certificate of Liquor Liability Insurance (separate from General Liability Coverage) for serving or selling alcoholic beverages at the special event identified in this permit with a minimum of \$1,000,000 per occurrence. Contact is (561) 650-6872. (West Palm Beach Office of Alcoholic Beverages and Tobacco)</p>												
✓	<p><u>Workers Compensation</u> – Permittee shall provide and maintain in force for the term of this Agreement, Workers Compensation as required by Chapter 440, Florida Statutes, and any applicable federal laws.</p>												
✓	<p><u>Insurance &amp; Employers' Liability</u> - Agrees to maintain Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum</p>												
✓	<p><u>Commercial Auto Liability</u> - Agrees to maintain Commercial Liability covering "Any Auto" at \$1,000,000.</p>												
✓	<p><u>Additional Insurance Requirements</u>: For Event Planners that have purchased the Master Use Tenant User Liability Policy, all vendors, exhibitors, etc. are required to name Martin County Board of County Commissioners as Additionally Insured and Certificate Holder for the dates of the event (including set up and tear down).</p>												

**Section 4: Human Resources / Department Review: Parks/Fire Rescue Initial \_\_\_\_\_**

	Provide parking services for said event. Discuss detail parking plan with County staff prior to the start of the event.
✓	Agree that County assumes no liability for the recruitment, selection, and background screening of special event management, staff, volunteers, coaches, youth leaders, and others.
✓	Ensure that all event participants sign an event specific release and waiver of liability for the said activity and agree to release, waive, discharge, and covenant not to sue Martin County, its officers, agents, employees, and volunteers from any and all liability or claims that may be sustained by the participants or a third party directly or indirectly in connection with, or arising out of participation in the activity, where caused in whole or in part by the negligence of Martin County or otherwise. Make available upon request copies of all signed event waivers.

**Section 5: Alcohol / Department Review: Parks Initial \_\_\_\_\_**

✓	Provide a copy of approved State of Florida license or permit from the State of Florida, Department of Business and Professional Regulation, Department of Alcoholic Beverages and Tobacco to the Parks and Recreation Department.
✓	Provide copy of approved State of Florida license or permit to Martin County Growth Management. All temporary permits for the sale of alcohol must be signed by the Growth Management Department. The fee is \$20.
✓	Martin County Parks and Recreation Department can obtain an alcohol liability insurance quote for a permit holder who wants to sell alcohol to their guests at approved Parks and Recreation sites.
✓	Host liquor liability coverage is provided for permit holders that purchase the County's contracted Tenant User Liability Insurance Program (TULIP) under its commercial general liability coverage for events/activities in which alcohol is being consumed and provided (not sold). If the permit requires a liquor license from the State of Florida, Department of Business and Professional Regulation, coverage <u>will not</u> be provided by the TULIP program.

**Procedures**

- Events at approved Parks who have County buildings (Indian Riverside Park's Mansion at Tuckahoe and Francis Langford Dockside Pavilion, Jensen Beach Community Center, Sailfish Splash Waterpark rooms (after

PERMIT ADDENDUM		PERMIT # _____
Permit Holder / Vendor Name: _____		
Name of Event / Event Type: _____		Event Date(s): _____
√	<p>public hours), Timer Powers Park community center and Port Salerno Civic) who are providing alcohol to guests (not-for sale) must purchase the County's contracted Tenant User Liability Insurance Program (T.U.L.I.P.) and follow the procedures below as it relates to the consumption of alcohol.</p> <ol style="list-style-type: none"> <li>2. The sale of alcohol at approved County Parks (Indian Riverside Park, Jensen Beach Community Center, Sailfish Splash Waterpark (after public hours), Timer Powers Park and Port Salerno Civic Center) requires that a vendor is licensed to sell alcohol by the State of Florida.</li> <li>3. Permit holders who are not licensed by the State of Florida are not permitted to sell alcohol to their guests.</li> <li>4. Not for profit organizations conducting events on approved County Parks and Roadways who are issued a State of Florida one (1), two (2), or three (3) day permit to sell alcoholic beverages, shall ensure that staff are properly trained in the following procedures listed below:               <ol style="list-style-type: none"> <li>a. Event staff serving alcoholic beverages shall not consume alcoholic beverages immediately before, during or following the special event. Any server violating this policy shall be immediately dismissed by the event promoter and immediately ordered to leave the premises. If the event promoter orders a server who appears intoxicated to leave the premises, the event promoter must ensure that person is not driving.</li> <li>b. Servers shall refuse to serve alcoholic beverages to any person who appears intoxicated.</li> <li>c. Signs shall be posted at the event notifying the public that all persons must be of legal drinking age to purchase and/or consume alcoholic beverages at the special event. Signs shall be posted notifying the public that purchases of alcoholic beverages are limited to two drinks per person per transaction, and that servers reserve the right to refuse service to any person who appears intoxicated. Signs shall be posted notifying the public that alcohol is not allowed beyond the established event venue.</li> <li>d. The sale of alcoholic beverages shall cease at least one hour before the official end of the event as specified in this permit.</li> </ol> </li> </ol>	
<b>Section 6: Sound Levels / Department Review: Parks</b>		Initial _____
√	Amplified music is prohibited after 9pm Sunday through Thursday and after 11pm on Friday and Saturday. Permit holder must abide by Chapter 67, Article 10, Martin County Code of Ordinances (Martin County Noise Control)	
<b>Section 7: Vendors / Department Review: Parks</b>		Initial _____
√	<u>Business Tax Receipt</u> - Prior to conducting business within Martin County Parks and Recreation Department all vendors must have a completed & approved insurance, Martin County business tax receipt and addendum on file with Martin County Parks and Recreation., (vendor information), or contact 772-221-1418.	
√	Advise the Martin County Parks and Recreation Department of any product, food, and/or beverage vendors prior to contracting. Provide a list of all products, food, and beverages to be sold to ensure that there are no violations of Martin County policies or ordinances. Mobile food vendors are required to have built in fire suppression. No cooking is permitted unless it is an approved structure with proper built in fire protection.	
√	Events that are selling food to the public are required to call the Martin County Health Department representative at 772-221-4000. Additional information regarding food service and applicable Florida Statutes can be found at: <a href="http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&amp;Search_String=&amp;URL=Ch0509/PART01.HTM">http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&amp;Search_String=&amp;URL=Ch0509/PART01.HTM</a>	
<b>Section 8: Program &amp; Entertainment / Department Review: Parks</b>		Initial _____
√	Ensure compliance with all professional entertainment permitting, licensing, and royalty (i.e., ASCAP, BMI, etc.) regulations. Ensure compliance with all Martin County policies regarding program content and noise ordinance.	
√	Provide for program and entertainment activity setup, operations, maintenance, trash disposal, breakdown, and cleanup.	
√	Bounce Houses and Pony Rides are <b>Prohibited</b> on County Park Property.	
<b>Section 9: Site Plan / Department Review: ALL</b>		Initial _____
√	<u>Requirements:</u> Provide an <u>Event Site Plan</u> indicating the exact layout and location of all activities/entertainment, temporary/permanent structures, sufficient lighting, fencing, dumpsters, security, emergency exits, vendor tents and booths, restrooms, first aid, parking, traffic circulation, staff/volunteers check-in, etc. Include how persons with disabilities will have equal	

<b>PERMIT ADDENDUM</b>		<b>PERMIT #</b> _____
<b>Permit Holder / Vendor Name:</b> _____		
<b>Name of Event / Event Type:</b> _____		<b>Event Date(s):</b> _____
	access and opportunity to the special event activities to be provided. This Plan becomes part of the Permit. Permittee is responsible for event site inspection prior to commencement of the event, which inspection constitutes acknowledgement that the park facilities are suitable for the purposes of the event. Permittee is further responsible for continued inspection and maintenance of the event site throughout the event.	
✓	Provide a request to hang/install banner on Martin County Parks and Recreation property in writing to the Department Director or authorized designee. Other promotional signage requests on County road and right-a-ways must be approved by the Growth Management Department. See Section 15	
✓	<u>Location of buried utilities</u> - Contact Sunshine Inc. at 1-800-432-4770 to locate all buried lines. There is no charge for this service. The company should be contacted two (2) business days before the event setup, but no more than five (5) days. Permittee must indicate to Sunshine Inc. that marking paint on asphalt or concrete surfaces is prohibited.	
✓	Permanent and temporary electrical distribution outlets must be in compliance with the National Electric Code (NFPA 70) and any local amendments. Click here for a Temporary Electric Hookup Agreement: <a href="http://ap3server.martin.fl.us:7778/web_docs/bld/web/aid_Building_Forms/0_Temp_Electric_Hook-up_Agreement.pdf">http://ap3server.martin.fl.us:7778/web_docs/bld/web/aid_Building_Forms/0 Temp Electric Hook-up Agreement.pdf</a>	
<b>Section 10: Accessibility Compliance / Human Resources/ADA</b>		<b>Initial</b> _____
✓	Agree to affirmatively comply with all applicable provisions of Title I, Title II, and/or Title III of the Americans with Disabilities Act (ADA) in the course of providing any services, programs, and/or activities regarding nondiscrimination on the basis of disability, and all applicable regulations, guidelines, and standards.	
✓	Provide an Accessibility Site Plan indicating how, where and by what means services, programs, and/or activities will be accessible to persons with disabilities, including but not limited to, directional or informational signage, circulations routes, access paths, parking, portable toilets, viewing areas, temporary facilities, etc. The Accessibility Site Plan becomes part of this permit.	
✓	Agree to include a statement on all printed event publicity and material, including a contact phone number, regarding the provision of auxiliary aides or services upon advance request.	
	If this is a private rental/function that is not open or advertised to the general public, the permit holder is responsible for providing modification, accommodations, and auxiliary aides/or services that may be requested by or necessary for guests, invited guests/attendees.	
<b>Section 11: Animal Exhibits Site Plan / Department Review: Parks</b>		<b>Initial</b> _____
✓	Agree that live animals may be exhibited on Martin County property only for the purpose of public education and only with the approval of the Director of the Parks and Recreation Department, or designee. A written plan describing the educational purpose of each animal is required before approval. Agree that live animals or fish as prizes or giveaways is prohibited. The sale of animals and pony rides are strictly prohibited. Agree that live animals approved for exhibit are in good health.	
✓	Animals exhibited or offered for adoption are to be in good health, with proof of required vaccinations and permits. Animals are to be provided with humane treatment at all times, not limited to available water, shelter, and protection from the elements and the public, in addition to acceptable housing when on park property.	
<b>Section 12: Public Safety Plan / Department Review: Fire Rescue</b>		<b>Initial</b> _____
✓	A permit and/or event permit and an inspection will be required for any event with tents larger than 10' x 10'. To obtain information on applying for this permit, please contact Fire Prevention at (772) 288-5633.	
✓	Events will be reviewed by Fire Rescue on a case by case basis to determine if additional staffing is required for an event. Fire Rescue Services that require additional staffing will be billed based on the number of personnel needed with a two (2) hour minimum.	
✓	Provide <u>Emergency Vehicle Access Plan</u> . 1. Identify specific site and staffing of public first aid location. 2. Identify emergency vehicle access/egress route(s). The Emergency Vehicle Access Plan becomes part of the Park Permit.	



<b>PERMIT ADDENDUM</b>		<b>PERMIT #</b> _____
<b>Permit Holder / Vendor Name:</b>		
<b>Name of Event / Event Type:</b>		<b>Event Date(s):</b>
<b>Section 13: Public/Portable Toilet Site Plan / Department Review: Parks</b>		<b>Initial</b> _____
✓	Provide adequate public portable toilet facilities for event as determined by the State of Florida Department of Health. State Requirements can be found at the following link on page 29: <a href="http://www.doh.state.fl.us/environment/ostds/pdf/forms/64e620070924.pdf">http://www.doh.state.fl.us/environment/ostds/pdf/forms/64e620070924.pdf</a> . The local Health Department contact is 772-288-5501.	
	Permittee will ensure that each public portable toilet has hand-sanitizing stations or apparatuses available for each unit.	
✓	Attached a copy of an executed agreement with the sanitation company providing the service. The agreement should include appropriate set-up, collection and removal times.	
<b>Section 14: Recycling / Department Review: Parks</b>		<b>Initial</b> _____
✓	Ensure that recycle containers are provided for separation and collection of recyclable materials generated at the event/activity.	
<b>Section 15: Communications (Public Relations/Signs/Advertising)/Department Review: Admin</b>		<b>Initial</b> _____
✓	Marketing and advertising prior to approval of the event must be approved by the Parks and Recreation Department. Attach copies of all media releases or advertising of the special event.	
✓	An approved Promotional Sign permit application would be necessary for promotional, special events, and grand opening events. Contact the Growth Management Dept for application, and processing. They can be reached at 772-288-5435 Please provide an approved copy of the permit to the Parks & Recreation Dept <a href="http://library.municode.com/HTML/13592/level4/LADERE_ART4SIDEST_DIV16SI_SD1GEPR.html#LADERE_ART4SIDEST_DIV16SI_SD1GEPR_S4.697TESI">http://library.municode.com/HTML/13592/level4/LADERE_ART4SIDEST_DIV16SI_SD1GEPR.html#LADERE_ART4SIDEST_DIV16SI_SD1GEPR_S4.697TESI</a>	
	Ensure that all Community outreach efforts with respect to road closures will be implemented. Communication to businesses and residents via phone call, letters identifying the impact on the community is required.	
<b>Section 16: Cleanup &amp; Damages / Department Review: Parks</b>		<b>Initial</b> _____
✓	Provide for the cleanup of trash and debris within the special event site and parking areas during setup, operations, and breakdown.	
✓	If applicable , attached a copy of an executed agreement with the dumpster company providing the service The agreement should include appropriate placement of locations (out of grassed areas), set-up, collection, and removal times.	
✓	Agree that all vendor and entertainment subcontracted agreements must contain language that ensures that all contractors will comply with appropriate site cleanup, safe/sanitary disposal of charcoal and grease, and timely removal of all site equipment, supplies, and materials.	
✓	Agree to return the special event site to the Martin County Parks and Recreation Department in an "as was" condition. Provide for the repair or cost of repairs for excessive damage to the special event site caused by Permittee and/or subcontractors before and during the special event, and until fully vacated (including but not limited to turf and vegetation, facilities, irrigation, electrical, water, other).	
✓	Provide continuous and reliable maintenance staff for the cleanup and removal of all disposable garbage cans, trash, and debris within the special event site and all areas as noted on the approved Site Plan. Maintenance services must be performed before, during, and after the event.	
✓	Ensure that charcoal and/or grease used during the special event is not to be dumped on the ground, in special event trash cans, poured into culverts, or left in jugs at the special event site during or following the special event.	
<b>Section 17: Security &amp; Safety / Department Review: Martin County Sherriff</b>		<b>Initial</b> _____
✓	Responsible for obtaining written permission for police services at Permittee's expense for monitoring, crowd/traffic control, security, and any other related needs in the special event area. The Martin County Sherriff office will determine the number of police officers needed for said special event on County property. Other law enforcement agencies outside of Martin County include; Stuart Police Department (772-287-1122), Sewall's Point Police Department (772-781-3378), Jupiter Island Public Safety (772-546-5014). Martin County Sherriff Office (772-220-7000)	

**PERMIT ADDENDUM** **PERMIT #** \_\_\_\_\_

**Permit Holder / Vendor Name:** \_\_\_\_\_  
**Name of Event / Event Type:** \_\_\_\_\_ **Event Date(s):** \_\_\_\_\_

√ Immediately advise the Martin County Parks and Recreation Director, or designee, of any incidents or accidents resulting from or arising out of the special event on County property. Provide copies of all incident/accident reports, including the signed event participant waiver (as applicable), to the Parks and Recreation Director or designee within twenty-four (24) hours of the incident/accident.

**Section 18: Road Closures / Department Review: Engineering** **Initial** \_\_\_\_\_

List each road that will be closed (intersection to intersection or house number to house number) and attach a map with the proposed traffic control and detours for review and approval. *Attached to this Permit*

√ Will roads be closed at times different from the event: \_\_\_\_\_ If yes, list the times:  
 Day 1 \_\_\_\_\_ start time: \_\_\_\_\_ end time: \_\_\_\_\_  
 Day 2 \_\_\_\_\_ start time: \_\_\_\_\_ end time: \_\_\_\_\_  
 Day 3 \_\_\_\_\_ start time: \_\_\_\_\_ end time: \_\_\_\_\_  
 End Date: \_\_\_\_\_

√ Are the any of the roads under the jurisdiction of the FL Department of Transportation (FDOT) or other municipality? \_\_\_\_\_ If yes, a Request for Temporary Closing / Special Use of State Road must be completed by the applicant and accompany this Permit

√ The County requires Public Displacement Notification for Road Closures. Message Boards will be the responsibility of the applicant.

√ Events not on the Approved Master List of Special Events that are requesting road closure(s) must obtain signatures of support (or no objection) from at least 51% of the property owners on the roads(s) that are being closed.

√ Road closures for County arterial roads require approval by the Martin County Board of County Commissioners. Events that close collector or arterial roads as are required to hire law enforcement.

**Section 19: Rental of Equipment** **Initial** \_\_\_\_\_

√ Permittee hereby assumes liability for any and all damage to, normal wear and tear excepted, or loss of the equipment from the time the equipment is delivered to the event site until returned to/or removed and accepted by County. Permittee assumes responsibility to report any damage to or loss of equipment to County immediately.

County shall not be liable to Permittee for any claims based on or arising out of injury to person or property in any way relating to the installation, use or operation of the equipment, except such claims as might arise solely out of County's negligence and willful misconduct. In no event and under no circumstances shall County be liable to Permittee for any claims based upon or arising out of lost profits or prospective profits, loss of product, or consequential, special or incidental damages in any way relating to the installation, use or operation of the equipment.

**Section 20: Storage for Non-Profit Organizations** **Initial** \_\_\_\_\_

√ Permittee shall agree to the following when utilizing County owned storage facilities.

- Use the premises exclusively for the storage of personal property, merchandise, supplies or other material owned by Permittee and for no other use.
- Understands and agrees that the use of electricity for food freezers, refrigerators and other appliances is not allowed.
- Keep the immediate premises in good order and to advise the County of any needed maintenance or repairs.
- Not store any items outside the storage area nor dispose of any trash outside the storage area other than in containers provided by the County.
- Not keep or have in or on the premises any article or thing which might be pronounced "hazardous" or "extra hazardous" by any responsible insurance company.
- Not to commit a nuisance in or upon said premises so as to substantially interfere with the comfort or safety of occupants of adjacent areas.
- County is not responsible for any loss or damage due to fire, theft, water, wind, hurricane or any cause whatsoever to the property of Permittee, nor is County required to carry any insurance to cover same.
- Not sublease said premises.





**PERMIT ADDENDUM****PERMIT #** \_\_\_\_\_

Permit Holder / Vendor Name: \_\_\_\_\_

Name of Event / Event Type: \_\_\_\_\_

Event Date(s): \_\_\_\_\_

**Section 23: Signature of Approval**

The Permittee agrees to the conditions set forth in the Permit and Permit Addendum. In addition to the responsibilities outlined in this Addendum, the Permittee shall comply with all Local, State and Federal laws that may not otherwise be listed.

\_\_\_\_\_  
Organization\_\_\_\_\_  
First and Last Name  
of Permittee\_\_\_\_\_  
Title\_\_\_\_\_  
Date Signed\_\_\_\_\_  
Signature

INSTR # 2353476  
OR BK 2603 PG 1093  
Pgs 1093 - 11017 (9 pgs)  
RECORDED 09/28/2012 03:07:37 PM  
MARSHA ENING  
MARTIN COUNTY CLERK

FIRST AMENDMENT  
TO  
LEASE AGREEMENT WITH  
THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
THE CHILDREN'S MUSEUM OF THE TREASURE COAST, INC.

THIS AMENDMENT, made this 11 day of September, 2012, between MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, having its principal office at 2401 SE Monterey Road, Stuart, Florida, 34996, (hereinafter referred to as the "COUNTY"), and THE CHILDREN'S MUSEUM OF THE TREASURE COAST, INC., a non-profit corporation organized and existing under the laws of the State of Florida, having its principal address at 1707 NE Indian River Drive, Jensen Beach, FL 34957, hereinafter referred to as the "LESSEE".

RECITALS:

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, LESSEE, a Florida not-for-profit organization organized for the purpose of providing a community children's hands-on interactive museum with programs in art, math, science and technology, and

WHEREAS, COUNTY and LESSEE, entered into a lease (hereinafter the "Lease") dated August 9, 2005 for Premises of land located in Indian Riverside Park, which premises are described in Exhibit A of the Lease and which Premises and building now located thereon are now known as 1707 NE Indian River Drive, Jensen Beach, Florida 34957 (hereinafter the "premises"), and

WHEREAS, COUNTY has determined that the additional land to be leased to LESSEE is needed for LESSEE's use and is not needed for County purposes, and

WHEREAS, COUNTY AND LESSEE have agreed to increase the size of the premises, and clarify the obligations of the COUNTY and LESSEE by this amendment.

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

1. COUNTY and LESSEE acknowledge and agree that the foregoing recitals are true, correct, accurate, in proper form and fully binding upon them in all respects, which recitals in their entirety are hereby incorporated in this Agreement.
2. Article 1 of the Lease and Exhibit "A" to the Lease are hereby deleted in their entirety and are replaced with the following:

Description of Leased Premises. The COUNTY hereby leases to the LESSEE the real property and improvements therein described in the Exhibit "A" dated 2/7/2012, attached hereto and incorporated herein, hereinafter referred to as the Leased Premises.

3. Article 7. Insurance, Indemnification and Damage by Casualty  
Paragraph A of the Lease is hereby deleted in its entirety and replaced with the following:

A. LESSEE shall procure and maintain in force at its expense during the term of this Lease, public liability all risk insurance adequate to protect the COUNTY against liability for any and all damage claims in a minimum amount of One Million Dollars (\$1 million) per claim for bodily injury and property damage and an aggregate amount of Three Million dollars (\$3 million). A certificate of insurance evidencing such insurance and listing the COUNTY as an additional insured shall be provided to the COUNTY prior to utilization of the property and will be provided annually with payment of rent. Such policy shall be noncancelable with respect to COUNTY except upon thirty (30) days written notice to COUNTY.

4. Article 13. Miscellaneous Conditions.  
Paragraph C of the Lease is hereby deleted in its entirety and replaced with the following:

C. LESSEE acknowledges and agrees that it is prohibited from possessing, dispensing, selling, using or giving away any alcoholic beverages, cigarettes or tobacco products of any nature whatsoever from, in, around or in connection with the Leased Premises. However, LESSEE may serve alcoholic beverages for LESSEE'S events after obtaining a Martin County Parks and Recreation Event Permit.

5. Article 13. Miscellaneous Conditions.  
Paragraph E of the Lease is hereby deleted in its entirety and replaced with the following:

I. LESSEE shall furnish COUNTY with a list of its officers and board of directors and notify COUNTY of the names of any new officers and Board of Directors at the time of their election. LESSEE shall furnish COUNTY with the names and addresses of LESSEE'S officers and employees who have the authority to pay LESSEE'S bills.

6. Article 19. NOTICES. Is hereby deleted in its entirety and is replaced with the following:

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

COUNTY: Martin County Administrative Offices  
2401 SE Monterey Road  
Stuart, Florida 34996  
Attention: Real Property Manager

A copy shall be provided to the County Attorney's Office

LESSEE: Tammy Calabria, Executive Director  
THE CHILDREN'S MUSEUM OF THE TREASURE COAST,  
INC.  
P.O. Box 2147  
Jensen Beach, FL 34995

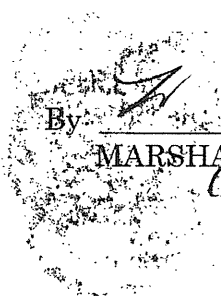
7. REAFFIRMATION: Except as modified by this Amendment, the Lease and all rents, covenants, amendments, terms and conditions thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA





By

*Marsha Ewing*  
MARSHA EWING, CLERK

*Edward V. Ciampi*  
EDWARD V. CIAMPI, CHAIRMAN

APPROVED AS TO FORM AND  
CORRECTNESS:

*Steve Wadoff*  
STEPHEN FRY, COUNTY ATTORNEY

LESSEE:

Attest:

THE CHILDREN'S MUSEUM OF THE  
TREASURE COAST, INC., A Florida Not for  
Profit Corporation

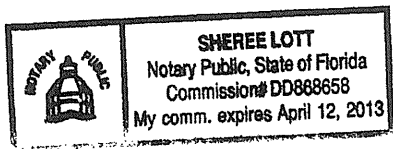
*Elaine Clem*  
Witness  
Elaine Clem  
Type or Print Name

*Christine Del Vecchio*  
CHRISTINE DEL VECCHIO  
PRESIDENT

*Sherree Lott*  
Witness  
SHEREE LOTT  
Type or Print Name

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of September, 2012, by CHRISTINE DEL VECCHIO, President of THE CHILDREN'S MUSEUM OF THE TREASURE COAST, INC., a Florida not-for-profit corporation, on behalf of the corporation. CHRISTINE DEL VECCHIO is personally known to me or has produced a driver's license issued within the past 5 years as identification.



*Sherree Lott*  
Notary Public

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

DWG. NAME : \_\_\_\_\_ M.C. PROJ. NO. \_\_\_\_\_ SHEET NO. 1 of 5

**Exhibit A**

Children's Museum Lease Area Description

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

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

Children's Museum Lease Area Description Continued Sheet 2 of 5  
 This sheet Not Valid without sheets 2-5 of 5

<b>Children's Museum Lease at</b> <b>Indian Riverside Park</b> <b>Section 26, Township 37 South, Range 41 East</b>	SUPERVISED BY : MOB	
	DRAWN BY : WSN	SCALE : NONE
	DATE : 2-7-12	
	DRAWING # 12-013	

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

DWG. NAME :	M.C. PROJ. NO.	SHEET NO. 2 of 5
-------------	----------------	------------------

**Exhibit A**

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

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

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

<p><b>Children's Museum Lease at</b> <b>Indian Riverside Park</b> <b>Section 26, Township 37 South, Range 41 East</b></p>	SUPERVISED BY : MOB	
	DRAWN BY : WSN	SCALE : NONE
	DATE : 2-7-12	
	DRAWING # 12-013	

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

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

DWG. NAME : \_\_\_\_\_ M.C. PROJ. NO. \_\_\_\_\_ SHEET NO. 3 of 5

**Exhibit A**

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

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

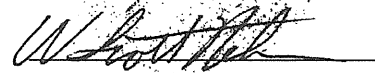
Containing 35183.77 square feet (0.81 acres) more or less.

Surveyor's Notes

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

Surveyor in  
Responsible Charge

SEAL



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

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

Date: *February 9, 2012*

<p><b>Children's Museum Lease at</b>  <b>Indian Riverside Park</b>  <b>Section 26, Township 37 South, Range 41 East</b></p>	SUPERVISED BY : MOB	
	DRAWN BY : WSN	SCALE : NONE
	DATE : 2-7-12	
	DRAWING # 12-013	



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

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

**Exhibit A**

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

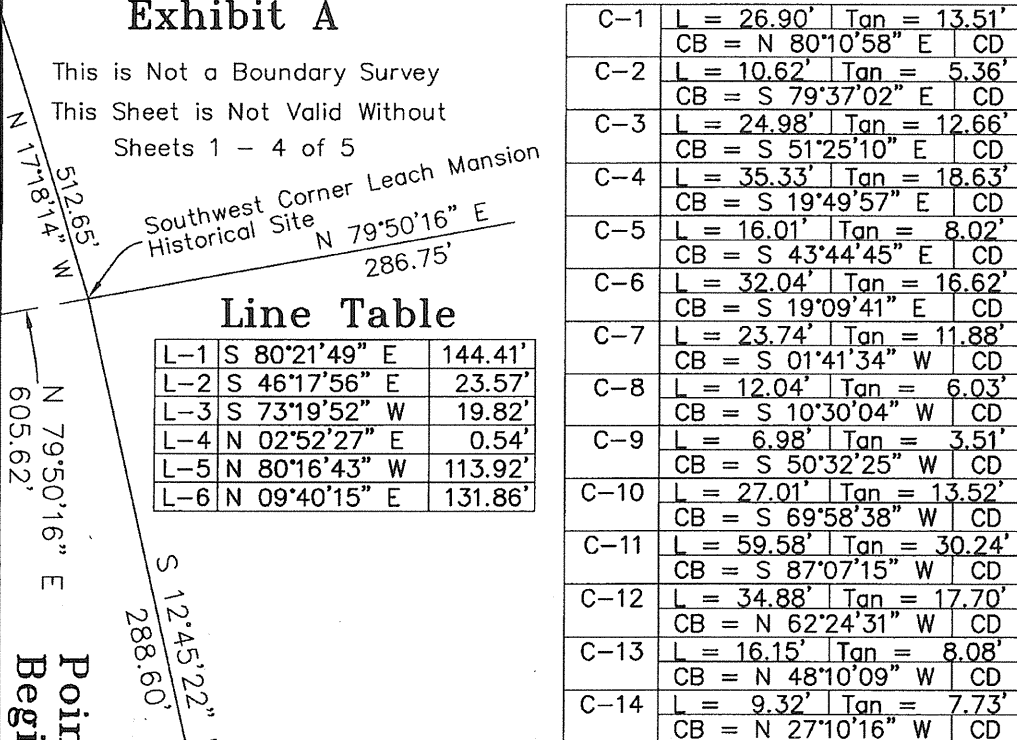
Southwest Corner Leach Mansion  
Historical Site N 79°50'16" E  
286.75'

**Line Table**

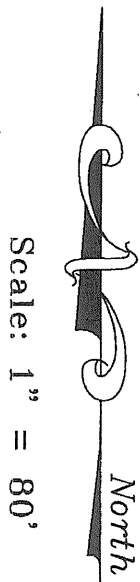
L-1	S 80°21'49" E	144.41'
L-2	S 46°17'56" E	23.57'
L-3	S 73°19'52" W	19.82'
L-4	N 02°52'27" E	0.54'
L-5	N 80°16'43" W	113.92'
L-6	N 09°40'15" E	131.86'

**Curve Table**

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



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



**Children's Museum Lease at  
Indian Riverside Park  
Section 26, Township 37 South, Range 41 East**

SUPERVISED BY : MOB  
DRAWN BY : WSN SCALE : 1"=80'  
DATE : 2-7-12  
DRAWING # 12-013

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

**LEASE BETWEEN  
MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
THE CHILDREN'S MUSEUM OF THE TREASURE COAST, INC.**

**THIS LEASE AGREEMENT** ("Lease") made this 9<sup>th</sup> day of August, 2005, between **MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, having its principal office at 2401 SE Monterey Road, Stuart, Florida 34996, (hereinafter referred to as the "COUNTY"), and, **THE CHILDREN'S MUSEUM OF THE TREASURE COAST, INC.**, a non-profit corporation organized and existing under the laws of the State of Florida, having its principal office in Stuart, Florida, (hereinafter referred to as the "LESSEE").

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

**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 has applied to the COUNTY for a lease to renovate a facility described on the property located at Indian RiverSide Park and for use of the premises for purposes of providing a community children's hands-on interactive museum with programs in art, music, math, science and technology; and

**WHEREAS**, the COUNTY has determined that such a facility and use are compatible with the primary purposes and use of the site; and

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

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

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

1. **Description of Leased Premises.** The COUNTY hereby leases to the LESSEE the real property and improvements therein described in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the Leased Premises.

2. **Use of Leased Premises.** The LESSEE shall use the Leased Premises solely and exclusively for providing a community children's museum and outdoor display area, providing programs in art, music, math, science, technology, and botany to the general public and for no other purpose. Provided, however, LESSEE shall be permitted to operate related secondary activities such as a museum gift shop, vending machines and birthday party services.

3. **Term.** The term of this Lease shall be for twenty-five (25) years, commencing on August 9, 2005 for an annual rent of One Dollar (\$1.00) and other valuable considerations sufficient for this Lease.

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

5. **Improvements.** The Leased Premises consists of improved property formerly used as a Chapel/Auditorium as well as unpaved land surrounding such building and more particularly described in Exhibit "A". As a material inducement to the COUNTY to enter into this Lease, the LESSEE agrees as follows:

A. LESSEE agrees, at its sole cost and expense, to renovate and improve the Chapel/Auditorium in accordance with the development schedule attached hereto and incorporated herein as Exhibit "B".

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

C. LESSEE shall commence construction of the renovations of the Leased Premises within six months of the date of this Agreement. Provided, however, such six



month period may be extended by the Board upon submission by LESSEE that the delay was beyond its control. LESSEE agrees that the project shall be completed in accordance with the development schedule provided in the Option to Lease, which is attached hereto as Exhibit "B".

D. LESSEE shall have the right to make renovations or improvements or to construct only with the prior written consent of the COUNTY. All plans and specifications for such renovations, improvements or construction shall be submitted in writing to the COUNTY with a request for approval. COUNTY agrees that its approval of LESSEE'S renovation and improvement plans shall not be unreasonably withheld.

E. LESSEE agrees as part of its initial development phase to pay to the COUNTY the sum of fifteen thousand dollars (\$15,000) as its contribution to the construction cost of approximately thirty (30) parking spaces to be constructed by the COUNTY.

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

G. All structures and fixtures to be constructed upon the Leased Premises shall be owned by LESSEE during the term of the Lease and shall be exclusively controlled by LESSEE. However, upon expiration, termination, revocation or surrender of this Lease, COUNTY shall become owner of all structures, fixtures and improvements without further action.

H. LESSEE shall obtain a performance bond prior to commencement of construction, alteration or demolition of any improvement. Such performance bond shall ensure the proper and timely completion of all LESSEE'S obligations as outlined in Exhibit "B" hereto and shall be issued by a provider approved by the COUNTY, in an amount equal to One Hundred and Twenty Five Percent (125%) of the total cost of completion of such work with COUNTY named as an additional payee in the event LESSEE fails to fully perform all the work outlined in Exhibit "B" in a timely manner and in accordance with all requirements of this Lease.

6. Building, Utilities, Maintenance and Repairs.

A. The LESSEE shall be solely responsible for the cost of installation connection and usage of water services, electricity, telephone, cable, solid waste and sewerage services to the Leased Premises during construction and throughout the term of this Lease. LESSEE shall be solely responsible for insuring that separate meters and/or submeters and bills are used for all utilities.

B. LESSEE agrees that all portions of the Leased Premises shall be kept in good repair and condition by LESSEE. LESSEE shall maintain and make all repairs and alterations of every kind with respect to the Leased Premises, to keep it in good condition, and do all repairs required by any laws, ordinances or requirements of public authorities. LESSEE'S sole right of recovery shall be against its insurers for losses or damage to stock, furniture and fixtures, equipment, improvements and betterment. Any necessary repair work must be performed within ten (10) days of any written notice by COUNTY requiring such repair. Provided, however, that such ten (10) day period may be extended in the event of Catastrophic occurrence and damage to the Leased Premises. LESSEE agrees to make or contract for emergency repairs and provide protective measures necessary to protect the Leased Premises from damage and to prevent injury to persons or loss of life. LESSEE agrees to use its best efforts to insure that the property is maintained in an attractive condition and in a good state of repair. LESSEE shall also clean up trash and debris generated from LESSEE'S special events or activities.

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

7. Insurance, Indemnification and Damage by Casualty.

A. LESSEE shall procure and maintain in force at its expense during the term of this Lease, public liability all risk insurance adequate to protect the COUNTY against liability for any and all damage claims in a minimum amount of One Million Dollars (\$1 million) per claim for bodily injury and property damage and an aggregate amount of Three Million Dollars (\$3 million). A certificate of insurance evidencing such insurance and listing the COUNTY as an additional named insured shall be provided to the LESSOR prior to utilization of the property and will be provided annually with payment of rent. Such policy shall be noncancelable with respect to COUNTY except upon thirty (30) days written notice to COUNTY.

B. LESSEE agrees to take out and maintain, during the term of this Lease, applicable worker's compensation insurance for all its employees employed in connection with the business operated under this Lease. Such insurance shall fully comply with the Workers Compensation Law, Chapter 440, Florida Statutes. The workers compensation insurance policy required by this Lease shall also include

Employers Liability. LESSEE shall provide proof of worker's compensation insurance as required by law, if applicable.

C. LESSEE will carry an "all risk" hazard insurance policy in an amount of not less than one hundred percent (100%) of the replacement value thereof in accordance with normally accepted standards in the insurance industry in the event of a fire or other casualty and such policy shall name the COUNTY and the LESSEE as the co-named insureds. The intent of the preceeding is to ensure that the insurance proceeds are payable jointly to both parties. The LESSEE agrees to obtain flood insurance. Such policy shall be noncancelable with respect to COUNTY except upon thirty (30) days written notice to COUNTY.

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

E. LESSEE shall indemnify COUNTY against all claims, liabilities, loss or damage whatsoever on account of any such loss, injury, death or damage. LESSEE hereby waives all claims against COUNTY for damages to the buildings and improvements that are now on or hereinafter placed or built on the premises and to the property of LESSEE in, on or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time. LESSEE agrees to hold harmless COUNTY from and against any and all claims, lawsuits, judgments, or similar causes of action, for any injuries to persons or property arising out of the activities conducted by the LESSEE on the property described herein. Further, LESSEE agrees to defend COUNTY against any and all such claims and suits as described above at the LESSEE'S sole cost and expense with no cost and expense to be incurred by the COUNTY.

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

9. **LESSEE'S Responsibilities.**

A. LESSEE agrees to follow and abide by all local, state and federal laws, ordinances and regulations and to follow and abide by the rules and regulations of Indian RiverSide Park as those rules may be amended from time to time, a copy of which is attached hereto and incorporated herein as Exhibit "C", including but not limited to participation in the Master Calendar for Indian RiverSide Park.

B. LESSEE agrees to pay LESSEE'S proportionate share of COUNTY's annual Common Area Maintenance (CAM) which are such costs and expenses incurred by COUNTY for operating, managing, repairing the common areas. Provided, however, for the first year following issuance of any certificate of occupancy, fifty percent (50%) of the CAM shall be paid; the second year following issuance of any certificate of occupancy, seventy-five (75%) of the CAM shall be paid and the third year following issuance of any certificate of occupancy, and all years thereafter, one hundred percent (100%) of CAM shall be paid. Such charge shall be sixty cents (\$0.60) per square foot of leased area and shall include irrigation, landscaping, maintenance and replacement of parking walkways exterior lighting (including electric cost and maintenance repair or replacement of fixtures, poles and replacement bulbs) drainage and controlling of puddling or flooding, maintenance of common parking areas, exterior pest control and such other expenditures which benefit the common areas to the Leased Premises. LESSEE shall pay COUNTY on the first day of each month one twelfth of Tenant's proportionate share of the CAM. For purposes of this paragraph, the parties agree that CAM shall be calculated based upon 12,000 square feet of interior space. For each subsequent year of the Term, the CAM shall increase as follows:

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

C. At the end of this Lease, LESSEE shall deliver the Leased Premises to COUNTY in good repair and condition, reasonable wear and tear arising from LESSEE'S permitted use of the premises as specified herein.

D. LESSEE agrees to abide by the Parking Facilities Rules developed for use of parking facilities at Indian RiverSide Park. Such rules are attached hereto and incorporated herein as Exhibit "D".

E. LESSEE agrees to establish a schedule of reasonable admission fees for entrance to the museum and agrees to maintain adequate records and internal controls to insure that fees collected are used by LESSEE for the operation of the Leased Premises as a museum, including but not limited to employee salaries and building maintenance. The LESSEE agrees to submit its schedule of fees to the COUNTY for its review on September 1 of each year. The LESSEE and COUNTY agree that, in the event that COUNTY does not approve LESSEE'S fee schedule, the COUNTY'S determination of reasonable admission fees shall be the final determination. If COUNTY fails to act, by September 30, upon LESSEE'S request for approval of admission fees schedule, such schedule shall be deemed approved for that fiscal year.

F. LESSEE agrees to keep books, accounts and records that reflect all revenues and expenditures received in connection with the management and operation of the property. The books, accounts and records shall be maintained in accordance with generally accepted accounting principles at LESSEE'S principal place of business. LESSEE shall make the books, accounts and records required to be maintained hereunder available to the COUNTY for examination or audit during normal business hours, upon five (5) days written notice. In addition, LESSEE shall provide COUNTY with a copy of its annual audit and other financial statements relating to LESSEE'S occupancy and use of the Leased Premises.

11. **Inspection by COUNTY.**

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

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

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

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

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

13. **Miscellaneous Conditions.**

A. LESSEE agrees to operate the Leased Premises for the above described permitted use a minimum of 5 days per week with minimum hours of 10 a.m. to 4 p.m.

B. The LESSEE shall hire and designate a qualified experienced facility manager for its museum operations who shall be physically available during reasonable operating hours. The qualifications for such manager shall be submitted to the COUNTY upon request. LESSEE agrees a designated assistant manager shall be available when the manager is not on duty or available.

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

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

E. LESSEE agrees that all of its volunteers and employees will be required to pass an employment background screening.

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

- 1) No person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the concession services offered in or at the Leased Premises on the basis of age, sex, physical handicap or other disability, race, color, national origin, religion or ancestry; and
- 2) LESSEE shall not discriminate against any employee or applicant for employment in connection with the Leased Premises and the leasehold estate granted hereunder with respect to hiring, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment on the basis of age, sex, physical handicap or other disability, race, color, religion, national origin or ancestry.
- 3) LESSEE agrees that its facilities and programs shall from time to time and at all times comply with the Americans with Disabilities Act ("ADA"). Prior to occupancy, the LESSEE shall provide the COUNTY with an ADA compliance plan in conformance with ADA requirements, and shall cause the Leased Premises to at all times comply with all ADA requirements that may be in effect from time to time.

G. LESSEE agrees to coordinate with the Martin County Parks and Recreation Department to administer and implement a scholarship program to provide greater public access to the LESSEE'S enrichment programs, in the event LESSEE provides a enrichment program, which decision shall be at the sole discretion of LESSEE. LESSEE agrees to offer fifty (50) or one third of the total spaces, whichever is smaller, as scholarships per year, to such programs.

H. The Leased Premises, once operational, will be made available to the Martin County Parks and Recreation Department for special programs and events at least six times annually; however, the Museum will not be required to close to the public to accommodate such programs and events, and the dates for the programs and events will be determined through good faith negotiations between COUNTY and LESSEE.

I. LESSEE shall furnish COUNTY with a list of its officers and board of directors and notify COUNTY of the names of any new officers and Board of Directors at the time of their election. LESSEE agrees to provide in its By-laws that the COUNTY Administrator or his designee shall be an ex-officio member of its Board of Directors. LESSEE shall furnish COUNTY with the names and addresses of LESSEE'S offices and employees who have the authority to pay LESSEE'S bills.

J. LESSEE acknowledges and agrees that it has been informed of the possible presence of asbestos on the Leased Premises. LESSEE has been provided with reports and correspondence between COUNTY and Entek Environmental and Technical Services, COUNTY's Environmental Consultant, concerning the Asbestos Abatement Procedures Undertaken as well as a report from Martin Environmental Associates, Environmental Contracts, as to the procedure performed. Such documents are attached as Exhibit "E" and incorporated by reference herein. To the extent asbestos or other hazardous substances are present in, on or about the Leased Premises, then the LESSEE shall have the obligation to properly remove and dispose of such asbestos or hazardous substance at LESSEE'S sole cost and expense and shall indemnify and hold COUNTY harmless from any liability or damage incurred by LESSEE in connection with the presence of asbestos or other hazardous materials existing on the Leased Premises. As used herein, the term "Hazardous Material" means (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; and (b) any "hazardous substance" as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder.

14. **Termination.**

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

1. Institution of proceedings in voluntary bankruptcy by the LESSEE.
2. Institution of proceedings in involuntary bankruptcy against the LESSEE if such proceedings continue for a period of ninety (90) days and are not dismissed.
3. Assignment of this Lease for the benefit of creditors.
4. Abandonment by LESSEE of the Leased Premises or discontinuance of museum operations at the Leased Premises for more than thirty (30) days.
5. Dissolution whether voluntary or involuntary of LESSEE'S not for profit corporation.
6. Default, non-performance or other non-compliance with any covenant, requirement or other provision of any nature whatsoever under this Lease.

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

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

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

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

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



executed by all parties hereto. This Lease and the terms and conditions hereto apply to and are binding upon the heirs, legal representatives, successors and assigns of both parties.

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

17. **Attorney's Fees**. Should either party bring suit to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

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

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

COUNTY: Martin County Administrative Offices  
2401 SE Monterey Road  
Stuart, Florida 34996  
Attn: Property Management Administrator

A copy shall be provided to the County Attorney's Office.

LESSEE: Richard L. Baron, President  
The Children's Museum of the Treasure Coast, Inc.  
P.O. Box 2147  
Stuart, FL 34995

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ATTEST:

*Marsha Ewing*  
MARSHA EWING, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MARTIN COUNTY, FLORIDA

*Lee Webberman*  
LEE WEBERMAN, CHAIRMAN

APPROVED AS TO FORM  
AND CORRECTNESS

*Stephen Fry*  
STEPHEN FRY, COUNTY ATTORNEY

LESSEE:

THE CHILDREN'S MUSEUM OF THE  
TREASURE COAST, INC., A Florida Not for  
Profit Corporation

BY: *Richard L. Baron*  
RICHARD L. BARON, PRESIDENT

ATTEST:

*Julia Mathes*  
JULIA MATHES, SECRETARY

*Maia T. Grasso*  
Witness:

*Brenda Kencaski*  
Witness:

Date: August 12, 2005

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of August, 2005, by Richard L. Baron, President of The Children's Museum of the Treasure Coast, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced a driver's license issued within the past 5 years as identification.

NOTARY SEAL



Colleen J. Holmes  
Commission # DD414119  
Expires June 9, 2009  
Bonded Troy Fain - Insurance, Inc. 800-385-7019

*Colleen J. Holmes*  
Notary Public

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of August, 2005, by Julia Mathes, Secretary of The Children's Museum of the Treasure Coast, Inc., a Florida not for profit corporation, on behalf of the corporation. She is personally known to me or has produced a driver's license issued within the past 5 years as identification.

NOTARY SEAL

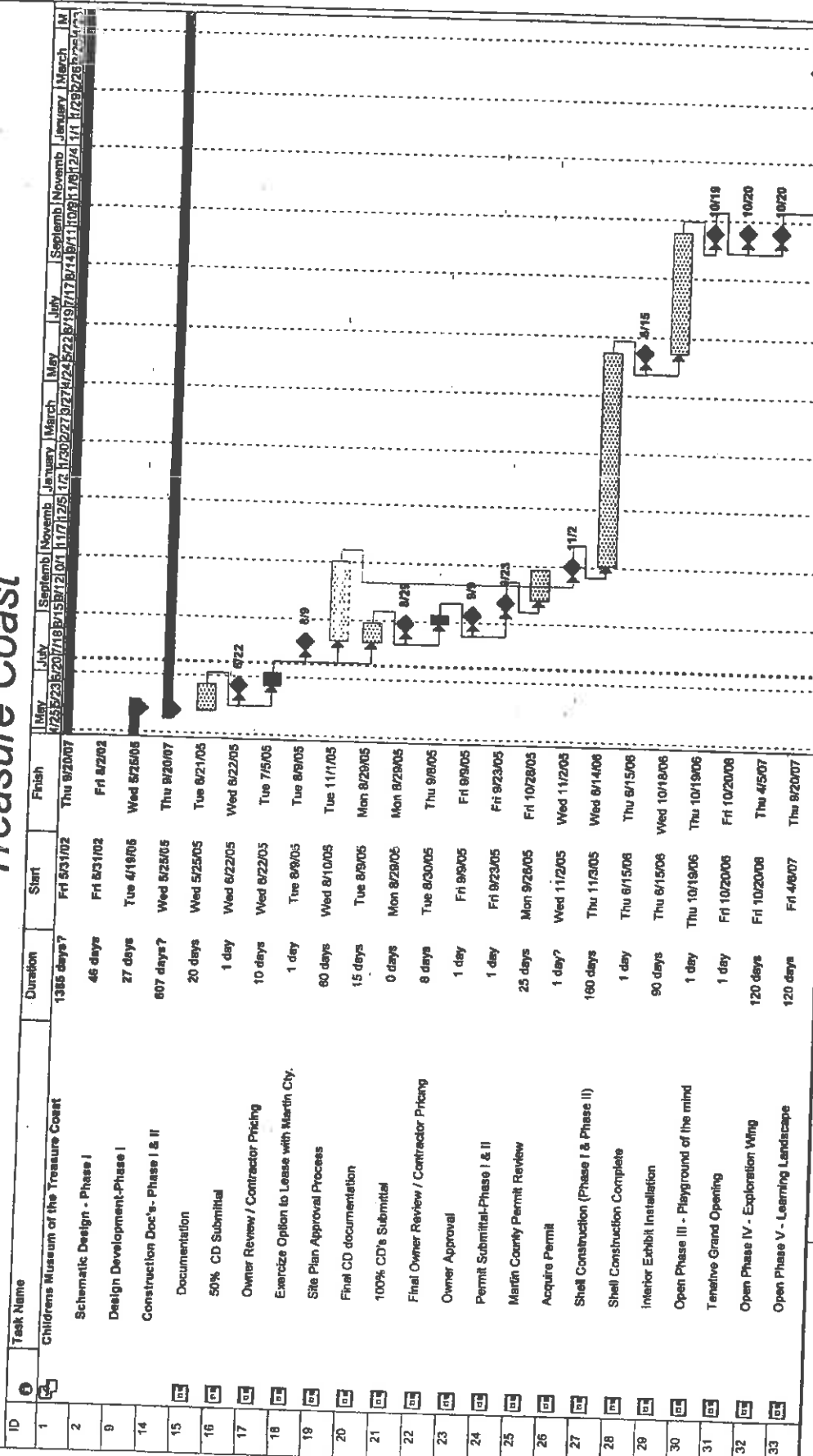
Colleen J. Holmes  
Notary Public





Exhibit "B"

# Proposed Schedule for Childrens' Museum of the Treasure Coast



Project, New Project  
Date, Fri 7/15/05

Garcia Breiner Stromberg

Legend:

- Task: Solid bar
- Split: Dotted bar
- Progress: Horizontal line
- Milestone: Diamond
- Summary: Shaded bar
- Roll Up Task: Thick solid bar
- Roll Up Split: Thick dotted bar
- Roll Up Milestone: Thick diamond
- External Milestone: Diamond with dot
- Project Summary: Thick solid bar
- External Milestone: Diamond with dot
- Deadline: Arrow

Fri 7/15/05

# Indian RiverSide Park Operations Plan

## 1. Land Use Management

### 1.1 Access

- A. Parking is limited to the designated parking spaces on the access road leading to the Dockside area. The Dockside Building turnaround located south of the building is a fire lane. The turnaround is for IMMEDIATE DROP-OFF AND PICK-UP ONLY. There is ABSOLUTELY NO PARKING in the turnaround. Off site parking for special events is the responsibility of the permittee.
- B. Automobiles yield to bicycles, bicycles yield to pedestrians. This is a multi-use park that promotes alternative modes of transport. Bicyclists are urged to use the bike racks provided. Pedestrian / Bike path may not be blocked.
- C. Access to the park is limited to completed phases.
- D. Access to the areas north of the secondary entrance is by permission of Parks and Recreation staff.
- E. Vehicles of any type, other than county authorized vehicles, are prohibited to travel across any non-road way surface.
- F. The beaching of vessels (motorized & non-motorized) within submerged lease lands is prohibited, which includes all shoreline areas other than U.S. Sailing Center of Martin County (Mathews Parcel) waterfront.

### 1.2 Hours of Operation

- A. The normal operating hours of the park are **8:00 A.M. until 11:00 P.M.**
- B. Fishing Hours / The pier and adjacent parking lot are open twenty-four (24) hours for anglers utilizing the pier. Activities other than fishing are prohibited from 11:00 P.M. until 8:00 A.M..
- C. Events or activities requiring extended hours require a permit from MC PRD. **All events or gatherings of 20 people or more require a permit from MCPR.**

### 1.3 Rules and Regulations

- A. No swimming, wading or diving is prohibited except in areas designated for such access. Submerged lands outside the submerged lands owned by the state are subject to applicable rules and regulations. (Department of Environmental Protection Aquatic Preserve Management Plan, South Florida Water Management District SWIM Plan)
- B. Smoking is prohibited: inside all buildings, pavilions, and within fifty (50) feet of all entrances and exits.
- C. All alcoholic beverages are prohibited outdoors. Alcoholic beverages are permitted inside the dockside pavilion with proper insurance.
- D. Overnight parking/camping is prohibited unless authorized by Martin County Parks and Recreation Department
- E. All rules and regulations listed in Martin County Parks & Recreation Ordinance, Chapter 17 (see attached) are enforced.

## 1.4 Interactive Fountain

### Hours of Operation

- A. The fountain area is closed from dusk to dawn
- B. HOURS:
  - FALL/WINTER/SPRING
  - Closed Every Tuesday
  - Wednesday - Monday: Open 9AM to 7PM
  
  - SUMMER (school out of session)
  - Open 7 days a week; 9AM to 8PM
  - Tuesdays are for public use only, groups are not permitted
- C. ATTENDANT HOURS:
  - March- May & August - November: Mon, Wed, Thurs, Fri: 11AM - 7PM
  - Sat, Sun 9AM - 7PM
  - June & July: Monday through Sunday: 9AM - 7PM
  
  - December - February: No Staff Present at Fountain
- D. The fountain will be on, but unattended, if the temperature by 9:00 AM is 63 degrees Fahrenheit or less.
- E. The fountain may be closed, before Noon or after 4PM, if a Major Event is scheduled for the entire park.

F. Normal operating hours of Indian RiverSide Park are 8:00AM – 11:00PM

### Rules and Regulations

- A. All persons must shower prior to entering fountain
- B. All children under 12 years of age must be accompanied by a responsible adult
- C. Maximum Bathing Load: 123 persons
- D. Fountain area closed from dusk to dawn
- E. The fountain will be open to the public Wednesday – Monday from 9AM to 7PM weather permitting. The fountain is closed Tuesdays for maintenance.
- F. Spitting, spouting water, blowing the nose or discharging bodily wastes in the fountain is strictly prohibited.
- G. Running, rough play, or excessive noise is forbidden in the fountain area or restrooms
- H. Martin County reserves the right to refuse admittance to or eject from the fountain premises, any person or persons failing to comply with any of the above health and safety rules.
- I. The Parks & Recreation Department or its designee must authorize all events or rentals of IRSP
- J. Use of the fountain for field trips and/ or parties is by permit only and must be scheduled by Martin County Parks & Recreation Department.
  - 1) Fountain reservation attendance will be limited to  $\frac{1}{2}$  of the total bathing load (60 persons) at any one time, to accommodate public use.
- K. The following items are prohibited in the fountain area:
  - 1. Food, drink or glass containers
  - 2. Animals, except service animals
  - 3. Skateboards, skating, bicycles or scooters
  - 4. Diapers (water diapers must be worn)

### Water quality

- A. The following parameters shall be adhered to for fountain water treatment
  - 1. pH - 7.2 to 7.8 (ideal 7.4-7.6)
  - 2. Disinfection
  - 3. Free active chlorine residual shall be between 2 mg/L to 10 mg/L (1.0-3.0pPM)
  - 4. If oxidation-reduction potential controllers are used, the water potential shall be kept between 700 and 850 minivolts. (Use of these units does not negate the daily testing requirement.)
- B. Test kits are required at the fountain to determine free active chlorine and total chlorine using N, N-Diethyl-p-phenylenediamine (DPD), or bromine level, total alkalinity, calcium hardness and pH.
- C. If silver is added as a supplemental disinfectant, a water analysis must be done every six months and be submitted to the Health Department upon request



- D. The fountain recirculation system must be operated at all times when the fountain is open for use. The recirculation system may be shut off for 3 hours when the fountain is not open, but must resume operation a minimum of 3 hours before opening the fountain. Shut down time must be controlled by a time clock

#### Chemicals

- A. Chemicals shall be stored in a cool, dry, and well ventilated area under a roof and the area must be inaccessible to the public.
- B. Chemicals which emit corrosive fumes shall not be stored in the equipment room
- C. Empty chemical containers shall be stored and disposed of in such a manner that they are not accessible to the public.

#### Maintenance

- A. The fountain area shall be inspected daily & kept free from sediment, floating debris, visible dirt & algae
- B. The flow rate through the feature nozzles of the fountain should not exceed 20 feet per second.
- C. All equipment shall be kept in good repair. Weekly inspections should be performed.
- D. Sanitary facilities shall be maintained in a clean and sanitary condition and sanitation supplies (toilet paper, soap, etc) shall be provided.
- E. The fountain will be closed as needed to perform preventative maintenance. The public will be informed with as much notice as practicable.
  - 1) Filters should be removed & cleaned quarterly.
- F. The fountain must be closed to the public when being disinfected.

#### Water Testing

- A. Water testing must be done by a Certified Pool Operator.
- B. Daily testing
  - 1) A daily record of information regarding the fountain's operation shall be kept.
  - 2) The completed report (Health Dept form DH 921) shall reflect fountain water tests at least once every 24 hours and shall be retained at the fountain or submitted monthly as required by the Health Department.
  - 3) Gauges should be checked daily.
  - 4) pH & chlorine levels must be tested daily
- C. Alkalinity
  - 1) Alkalinity of the water must be tested weekly, more if it has rained excessively
- D. Calcium Hardness
  - 1) Calcium Hardness of the water must be tested weekly.

#### Inclement Weather

- A. The fountain area will be closed for a minimum of fifteen (15) minutes if the lightning detector indicates a storm is within 8 miles of the area. If the lightning detector continues to indicate a storm is with 8 miles of the area, the fountain will remain closed (15) minutes longer. This process should be repeated for a maximum of four (4) hours. If lightning is still present after four hours, the fountain area will be closed to the public for the remainder of the day.

**1.5 Boating**

- A. Dock: Boats may only dock in designated areas and are limited to five (5) hour visits.
- B. The dock is not for overnight use.
- C. Watercraft is prohibited beyond the signs posted indicating seagrass areas.
- D. The beaching of all vessels (motorized & non-motorized) is prohibited. This includes all shoreline areas other than U.S. Sailing Center of Martin County (Mathews Parcel) waterfront

**1.6 Fees and use permits**

- A. A rental fee and deposit (1/2 the rental rate) will be charged for each reservation. Deposits are due before permits are granted and dates are scheduled. **(Note: To qualify as a resident booking the contract holder, bride or groom must be a resident of Martin County. If the booking is in the name of a business then the business must be in Martin County.)**

**MARTIN COUNTY RESIDENT RATES**

**1. Dockside 1st Floor Hourly rental rates- (note Holiday rates)**

\* 1st floor is not air conditioned

<u>January 3 – November 30</u>	<u>December 1– January 2</u>
·\$25/hour (weekday rate)	\$35/hour (weekday)
·\$50/hour (weekend rate, Fri. Sat. Sun.)	\$60/hour (weekend, Fri-Sun)

**1a. Dockside 1\* Floor Daily Rates (rental from 8AM–11PM; note Holiday rates)**

\* 1st floor is not air conditioned

<u>January 3 – November 30)</u>	<u>December 1- January 2</u>
\$300.00 weekdays (Mon – Thurs)	\$400.00 weekdays (Mon – Thurs)
\$500.00 weekends (Fri - Sun)	\$600.00 weekends (Fri - Sun)

**2. Dockside 2nd Floor - (note Holiday rates)**

\* 2nd floor is air conditioned

<u>January 3 – November 30</u>	<u>December 1 – January 2</u>
\$50/hour (Mon-Thurs/ 2 hour minimum)	\$125/hour (Mon-Thurs/2 hr minimum)
	(Fri- Sun/4 hr minimum)

\$100/hour (Fri - Sun / 4 hour minimum)

**2a. Dockside 2<sup>nd</sup> floor Daily Rates (rental from 8am-11pm; note holiday rates)**

\* 2<sup>nd</sup> floor is air conditioned

January 3 – November 30

\$500.00 weekdays (Mon-Thurs)

\$800.00 weekends (Fri - Sun)

December 1 – January 2

\$1000.00 (Mon-Sun)

**3. Pavilions: only #2, #3, and #4 will be rented**

·\$25 per 4 hours

·\$50 per 8 hours

**OUT-OF-COUNTY RESIDENT RATES**

**1. Dockside 1st Floor Hourly rental rates- (note Holiday rates)**

\* 1st floor is not air conditioned

January 3 – November 30

·\$50/hour (weekday rate)

·\$75/hour (weekend rate, Fri. Sat. Sun.)

December 1 – January 2

\$60/hour (weekday)

\$85/hour (weekend, Fri-Sun)

**1a. Dockside 1<sup>st</sup> Floor Daily Rates (rental from 8AM-11PM; note Holiday rates)**

\* 1st floor is not air conditioned

January 3 – November 30

\$500.00 weekdays (Mon – Thurs)

\$700.00 weekends (Fri - Sun)

December 1- January 2

\$600.00 weekdays (Mon – Thurs)

\$800.00 weekends (Fri - Sun)

**2. Dockside 2nd Floor - (note Holiday rates)**

\* 2<sup>nd</sup> floor is air conditioned

January 3 – November 30

\$75/hour (Mon-Thurs/ 2 hour minimum)

\$125/hour (Fri - Sun / 4 hour minimum)

December 1 – January 2

\$150/hour (Mon-Thurs/2 hr minimum)

(Fri- Sun/4 hr minimum)

**2a. Dockside 2<sup>nd</sup> floor Daily Rates (rental from 8am-11pm; note holiday rates)**

\* 2<sup>nd</sup> floor is air conditioned

January 3 – November 30

\$700.00 weekdays (Mon-Thurs)

\$1000.00 weekends (Fri - Sun)

December 1 – January 2

\$1200.00 (Mon-Sun)

**3. Pavilions: only #2, #3, and #4 will be rented**

·\$50 per 4 hours

·\$100 per 8 hours

**4. Special Event Permit : \$1500 per day resident/\$1,750.00 non resident**  
**(8AM -11PM)**

**(estimated attendance, 250 - 500)**

This includes:

- Pavilions (#2, #3, #4)
- Dockside (1<sup>st</sup> floor & 2<sup>nd</sup> floor)
- Additional parking access (Overflow parking north of chapel directed by MCPRD staff)
- Eight passenger golf cart for shuttle use on site
- Does not include:
- Any additional impact fees or related services (police, EMS, etc...) which will be assessed on a per event basis.
- If the event has an entry fee and involves any type of sales, IRSP retains a percentage of all gross sales. This percentage will be negotiated with the park staff based upon the specifics of the event.

**5. Major Event Permit (estimated attendance, 500 - up) \$2100 per day**  
**resident/\$2,350.00 non-resident**

This includes:

- Pavilions (#2, #3, #4)
- Dockside (1st floor & 2<sup>nd</sup> floor)
- Additional parking access (Overflow parking north of chapel and Sailing Center directed by MCPRD staff)
- Eight passenger Golf cart for shuttle use
- Staff (two people) presence for help with coordination and operations assistance
- Does not include:
- Any additional impact fees or related services (police, EMS, etc...) which will be assessed on a per event basis.
- If the event has an entry fee and involves any type of sales, IRSP retains a percentage of all gross sales. This percentage will be negotiated with the park staff based upon the specifics of the event.

**6. Clean-up deposit (required for all special and major events)**

Attendees:

- 500 - 1000.....\$500
- 1000- up .....\$750

**B. Non-profit rates**

1. Non-profit organizations with proof of 501(c)3 status are afforded a rate 1/2 the normal fee for Dockside building rentals.

2. Non-profit 501(c)3 rentals are limited to having recurring meetings on weekdays and weeknights only (Monday through Thursday).
3. Non-profit 501(c)3 rental rates only apply during the months of Jan 1 through November 1.
4. Non-profit 501(c)3 organizations holding fund-raising events on weekends (Friday – Sunday) pay the full rental fee.
5. Non-profit 501©3 organizations holding fund raising events on weekdays (Monday – Thursday) pay one-half (1/2) of the normal rental fee.
6. Non-profit 501(c)3 entities directly involved in the park may be offered a reduced rate or no rate at all, provided the proceeds of the fund-raiser are applied directly towards the park.

### C. Terms

#### RESIDENT BOOKINGS:

1. All rates are subject to change.
2. **Rentals will not be accepted more than fourteen (14) months in advance.**
- 3 Parking management is required (at renter's expense) for all events with attendance greater than 185.
4. Management reserves the right to change dates or initiate a lease agreement for the Dockside 1st floor space. Notification will occur up to 60 before the date of rental. Every effort will be taken to move displaced rentals to the other facilities for dates as close as possible to the original rental dates.
5. **Proof of residency required. Accepted items include recent utility bill, voters registration card, passport, etc...**

#### **NON-RESIDENT BOOKINGS:**

1. **All rates are subject to change.**
  2. **Rentals will not be accepted more than eight (8) months in advance.**
  - 3 **Parking management is required (at renter's expense) for all events with attendance greater than 185.**
  4. **Management reserves the right to change dates or initiate a lease agreement for the Dockside 1st floor space. Notification will occur up to 60 days before the date of rental. Every effort will be taken to move displaced rentals to the other facilities for dates as close as possible to the original rental dates.**  
**registration card, etc.**
  5. **Proof of residency required. Accepted items are utility bills, voters registration, etc...**
- D. Pavilion #1 will always be open on a first come first serve basis, except during events.

- E. All pavilion and Dockside building requests must be received by Wednesday for the upcoming weekend rentals.
- F. Alcohol Use Permit
- Martin County Parks and Recreation Department requires a certificate of insurance, with an alcohol clause, naming the Martin County Board of County Commissioners as an additional insured during your hours of rental.
  - Alcohol sales require a permit from the State of Florida.
  - NO glass containers
- G. Martin County is entitled to a percentage of all gross sales associated with all events at IRSP. These funds will be applied directly to operational expenses for IRSP.
- H. The Parks and Recreation department or its designee must authorize all events or rentals of IRSP.
- I. Event Attendance: If actual attendance on event date is found to be greater than the maximum number listed on event contract, the renter forfeits their security deposit. If five (5) or more business days notice of attendance change is provided, the renter will only be responsible for fees associated with managing overflow parking.
- J. Rental, major and special event cancellations: deposit refunds will only be provided if the Park Manager is provided with notice of cancellation; one (1) month in advance for pavilion and Dockside building rentals, and three (3) months in advance for Special Event Permits.
- K. Hours of rental must include time for set up and clean up. Table & chair setup and clean up is the responsibility of the renter.
- L. Facilities must be left in the same condition in which they were found. Failure to comply with this rule will result in the loss of all or some of the clean up and/or rental deposit, amount to be determined by PRD staff. Deposits will only be refunded after a facility inspection has been completed. Excessive damage may affect future rental usage.
- M. All rental items (tables, chairs, planters, stages, public address systems, catering etc...) must be delivered and picked up within the hours and date(s) listed on pavilion or Dockside rental permit. The Park Manager must be notified at least two (2) days prior to the event: the items and hours of delivery. Staff will not be responsible for off hours delivery. Special Event Permittees are required to remove all items within 12 hours following the conclusion of the event.
- N. All dockside pavilion rentals with food & beverage require \$100.00 (non-refundable) kitchen use/cleaning fee. This fee covers cleaning of room, but does

not include putting away tables & chairs, renter is still responsible for putting those away.

- O. Final payment (including tax & insurance) is due 30 (thirty) days prior to event. If booking is made less than 30 (thirty) days out, event must be paid in full at time of booking. If payment is not received, booking will be cancelled and the security deposit will not be refunded.
- P. Open flame is prohibited. Candles enclosed in a hurricane or glass holder that will catch wax and cover flame are allowed.
- Q. All rentals going past the end time indicated on the special event application will incur a late fee of \$50.00 for every 15 minutes.

## **1.7 Special and Major Events**

- A. IRSP is limited to hosting one (1) Major (500+ attendees) event per month, with at least 20 days between events. Exclusive events differ from stand alone pavilion and Dockside building rentals because they involve the use of park grounds and have over 500 attendees. Limiting this will ensure we can maintain our Parks Quality Standards and that the grounds have a chance to recover from heavy use.
- B. Non-refundable Special and Major Event Application Processing Fee: \$50.00. Due upon receipt of completed application.
- C. Events with attendance greater than 185 require overflow parking.
- D. Cost to operate on-site overflow parking is the responsibility of the renter.
- E. A fee of \$50.00 per hour (minimum of 2 hours) will be charged for Martin County Parks & Recreation Department staff to facilitate overflow parking on-site
- F. The Indian RiverSide Park Advisory Board reviews all Major Events.
- G. Event sponsorship agreements are subject to PRD staff review and approval.
- G. Use of the pavilions for events is by permit only.
- H.

- I. Indian RiverSide Park and Martin County Board of County Commission logos must be prominently displayed on all promotional materials associated with events at the park.
- J. Dates are assigned in the order in which completed and approved applications are received. No exceptions.
- K. Signs, banners, and decorations may only be installed in areas designated by the Parks and Recreation Department.
- L. Digging of any type is prohibited.
- M. Tents that can be erected without staking are preferred. Staked tents can only be used in areas designated by the Park Manager.
- N. Pets of any type are not permitted at special event areas at IRSP, unless authorized by Martin County Parks and Recreation Department. (As per Martin County Ordinance)
- O. Buses used for off-site parking are not permitted to remain on site. Arrangements must be made to secure an approved parking area off-site.
- P. All staging and associated production placement is subject to approval by park manager.
- Q. Special event sponsors are required to remove all signs, banners, or other structures from the grounds, including off-site parking, immediately following the conclusion of the special event. Clean-up must be completed within 12 hours after the event being struck. Event sponsors must supply their own dumpsters and trash containers for debris clean up.
- R. All permitted special events at Indian RiverSide Park must have a compelling civic purpose and relationship to the mission and management plan for the site.
- S. A letter from the Martin County Sheriffs Department concerning site security, parking, and traffic control.
- T. Staff reserves the right to decline special events that will impact the park in respect to public safety, health, neighborhood environs, and / or natural areas.
- U. Fireworks are prohibited unless permitted by the county.



## **RULES FOR USE OF INTERACTIVE FOUNTAIN**

- ❖ ALL PERSONS MUST SHOWER PRIOR TO ENTERING FOUNTAIN
- ❖ NO FOOD, DRINK, OR GLASS CONTAINERS ALLOWED IN FOUNTAIN AREA
- ❖ NO ANIMALS EXCEPT SERVICE ANIMALS
- ❖ ALL CHILDREN UNDER 12 YEARS OF AGE MUST BE ACCOMPANIED BY A RESPONSIBLE ADULT
- ❖ MAXIMUM BATHING LOAD: 123 PERSON
- ❖ NO DIAPERS PERMITTED IN FOUNTAIN AREA
- ❖ NO SKATEBOARDS, SKATING, BICYCLES, OR SCOOTERS PERMITTED IN FOUNTAIN AREA
- ❖ FOUNTAIN AREA CLOSED FROM DUSK TO DAWN
- ❖ SPITTING, SPOUTING WATER, BLOWING THE NOSE OR DISCHARGING BODILY WASTES IN THE FOUNTAIN IS STRICTLY PROHIBITED.
- ❖ RUNNING, ROUGH PLAY OR EXCESSIVE NOISE IS FORBIDDEN IN THE FOUNTAIN AREA OR RESTROOMS.
- ❖ NO PERSON MAY TAKE FOOD OR DRINK INTO FOUNTAIN.

## **FOUNTAIN**



MARTIN COUNTY RESERVES THE RIGHT TO REFUSE ADMITTANCE TO OR EJECT FROM THE FOUNTAIN PREMISES, ANY PERSON OR PERSONS FAILING TO COMPLY WITH ANY OF THE ABOVE HEALTH AND SAFETY RULES

Exhibit "D"

**IRSP Overflow Parking Guide**

## **When is overflow parking needed?**

- Events with attendance greater than 185\* require overflow parking.
- Costs to operate on-site overflow parking are the responsibility of the renter.

\*If there is an event with attendance of 185+, do not book other building/pavilion rentals since parking will be limited.

## **What areas of the park are used for overflow parking & how many spaces are there?**

<u>Location</u>	<u># of spaces</u>
A. Existing paved spaces in Phase 1A	100 regular & 4 handicapped
B. Field north of the chapel/auditorium	120
C. Drives leading to old classrooms & IR Drive	140
D. Sailing Center* (off site)	120

(see diagram A for locations)

Expected attendance, type of event & location of activities will determine which parking areas are used.

\* Use of Sailing Center must be arranged with Sailing Center to not conflict with their events. Call Susan or Hart at 334-8085

## **How do I prepare for overflow parking?**

### 1) Meet with event coordinator

- Find out what expected attendance is
- Explain MCPRD's parking procedures & fees
- Inform them of the deputy requirement & fee responsibility
- Find out if reserved parking spaces are needed. If so, how many?
- Determine hours overflow parking is needed. Minimum ½ hour before event, & ½ hour after event.

2) Coordinate staff for parking with Mike Bocchino (334-1954). Staff should arrive 1 hour before parking is to begin.

3) If County 6-8 passenger shuttle is needed, arrange delivery/pick up with Mark Lynch (221-2349). Find staff personnel to drive shuttle. Only MCPRD staff may drive shuttle.

4) Setup meeting with staff working prior to event to discuss parking needs, staff jobs & procedures. Give map layout of parking lot setup to staff for their review.

### 5) Prepare the following items for parking:

- Staff to work (3 min. per parking site, except Lot A which only needs 2 staff)
- Shuttle driver (if needed)
- Orange vests for staff
- Cones
- Barricades (park has 4; call Eng Dept ext. 5762 to borrow more)
- Appropriate signage (exit only, reserved parking, lot full, event parking ->, etc)

- Water for staff
- Radios for communication (min. of 2 per lot; 1 for Lot Capt. & 1 for attendant)  
Borrow radios from Mark Lynch (221-2349) or Chandler (288-5409)
- Flashlights for staff personnel (if parking will be done after sunset)
- Adjust irrigation timer if parking will be done on field north of chapel/  
auditorium between 11pm-7am
- Determine where staff will park personal vehicles (fenced mtc area or road  
leading to mansion are 2 options)
- Setup parking lot areas/line spaces day before if parking will begin early AM

### **How many staff/volunteers are needed for overflow parking?**

A minimum of 3 staff are needed per parking location, except Lot A (paved spaces) which only requires 2 staff. Depending on the event size additional staff may be needed at each location.

### **What jobs will staff perform?**

#### Before event:

- Prepare parking areas for cars (see diagrams for parking lot layouts & specifics)
  - Delineate parking rows/spaces (do day before if parking will begin early AM)
    - setup row dividers/barricades/cones/signs
  - Set aside special needs & reserved parking

#### During event:

##### Lot captain

- Point each incoming car in the right direction of available parking.
- Communicate with lot attendants regarding incoming car & find out # of spaces still available.
- Communicate with deputy regarding space availability
- Prepare for event ending & car exiting (open/close appropriate gates)
- Tell deputy that traffic control will be necessary following event

##### Lot attendants

- Direct incoming cars to appropriate parking space
- Communicate with lot captain regarding space availability
- Prepare for event ending & car exiting (open/close appropriate gates)

#### After event:

- Direct cars safely out of parking area according to parking lot diagram specifics
- Remove all items from overflow parking lot
- Open/close appropriate gates

### **Is a deputy necessary for overflow parking assistance?**

Yes, every event that requires overflow parking must have a deputy present for the entire event. Cost for the deputy is the responsibility of the event coordinator. Normal fee is \$25.00 per hour per deputy. Deputies should be scheduled to arrive between 1/2-1 hour before event and stay 1/2 -1 hour after event.

If parking is being done at off-site locations (i.e. the sailing center) a deputy is needed for each location.

If crowd control is needed in addition to traffic control (based on the type of event) then an additional deputy should be at the event itself.

### **What fees are charged for overflow parking?**

\$50.00 per hour per parking location (minimum of 2 hours) will be charged for Martin County Parks & Recreation Department staff to oversee overflow parking.

This \$50/hr fee covers 3 MCPRD staff working one location.

### **How will park patrons get from the parking areas to event?**

Patrons can either

- a) walk from the parking location to the event area
- b) take shuttle (see below)

Martin County Parks & Recreation Department has a 6-8 passenger golf cart available for shuttle use for a fee of \$25.00 per hour. This fee covers use of the golf cart and a MCPRD staff person to drive the shuttle.

The County's shuttle can not provide shuttles to/from the sailing center since it is not a tagged vehicle.

Shuttle service can also be arranged with Community Coach or another transportation company and is the responsibility of the event coordinator.

### **How many special needs spaces should be reserved for events?**

4 special needs spaces should be reserved for every 100 regular spaces.

These spaces should be located on the pavement (if possible) & as close to event as possible

### **How many reserved spaces should be allotted for events?**

Ask event coordinator what their reserved parking space needs are & set up according to request.

### **Should an area be reserved for emergency vehicles?**

Depending on the event, an emergency vehicle (fire truck/ambulance) may arrive. It should be located close enough to provide assistance, but far enough away as to not disturb event activities (trucks are noisy).

Ideal locations for emergency vehicles are the circles at the park entrance & by dockside pavilion.

## Parking Lot B

## FIELD NORTH OF CHAPEL/AUDITORIUM

3 staff (min 2 with radios) are needed to man this parking area

First line of cars parked will be a single row with 12 feet left open to back out of space. Each additional line of cars will hold 2 cars parked bumper to bumper with 12 feet on the end for exit. See Lot B Parking diagram.

### Staff duties:

#### Before event:

1) Line\* the field to delineate rows & parking spaces according to the Lot B Lining Instruction diagram.

\*\*Before lining, look for the palm trees in the northwest corner of field. Make sure there is at least 12 feet between the palm tree and your parking line so a vehicle can exit safely.

Whenever possible, lining should be done a day or two in advance of event.

2) Set up posts & ribbons and cones to delineate parking rows according to the Lot B Setup diagram.

#### During event:

##### 1) Lot captain (posted at circle near IRSP entrance)

- Points each incoming car in the right direction of available parking.
- Communicates with lot attendant regarding incoming car & finds out # of spaces still available.
- Communicates with deputy & other lot captains regarding space availability
- Prepare for event ending & car exiting (See Lot B Exit Setup diagram)
  - \* If exit will be the main park exit, do not place barricades on access road
  - \* If exit will be northwest of parking area (dirt road leading to Indian River Drive), place barricades blocking access road to main exit, place exit signs & unlock gate leading to Indian River Drive (place EXIT ONLY sign)
- Tell deputy that traffic control will be necessary following event

##### 2) Lot attendants (Min of 2)

- Attendant #1 should be posted at or near the entrance to overflow lot B directing car towards Attendant #2
- Attendant #2 should be stationed in the row being parked & direct incoming cars to appropriate parking space
- Communicates with lot captain regarding space availability
- Prepare for event ending & car exiting (See Lot B Exit Setup diagram\*)
  - \* If exit will be the main park exit, do not place barricades on access road
  - \* If exit will be northwest of parking area (dirt road leading to Indian River Drive), place barricades blocking access road to main exit, place exit signs & unlock gate leading to Indian River Drive (place EXIT ONLY sign)

#### After event:

Direct traffic to appropriate exit

Remove parking signs, cones, yellow posts & barricades

Lock gate at Indian River Drive when all cars have exited, remove signs.





*Excellence in Environmental Consulting and Engineering Since 1985*

December 23, 1997

Mr. Randall Reid  
Deputy County Administrator  
MARTIN COUNTY  
2401 S.E. Monterey Road  
Stuart, Florida 34996

RE: Former F.I.T. Campus - Jensen Beach, Florida

Dear Mr. Reid:

I have received and reviewed the post-job submittals from Martin Environmental Associates, Inc. and Insul-Coat, Inc., dated December 18, 1997. These documents support the certification by Martin Environmental Associates, Inc. that the asbestos work as specified in Exhibit 'B' to the Professional Services Agreement, dated April 15, 1997, between Insul-Coat, Inc. and F.I.T. has been completed.

I take no exception to this certification, however, there are still several asbestos issues, possibly unrelated to this contract, which remain to be resolved. I've outlined these in separate correspondence.

If you have any further questions concerning the issues addressed in this letter, please contact my office at (561) 967-9688.

Sincerely,

Michael J. Snyder CHMM, CFEA  
Principal

MJS/bt





December 23, 1997

Mr. Randall Reid  
Deputy County Administrator  
MARTIN COUNTY  
2401 S.E. Monterey Road  
Stuart, Florida 34996

RE: Remaining Asbestos Issues at the Former F.I.T. Campus - Jensen Beach, Florida

Dear Mr. Reid:

The following asbestos issues will require further work and/or expenditures by Martin County:

ISSUE #1

The positive plaster samples obtained by Gaudet & Associates from the 600 Building during their original survey, dated July 24, 1996, have never been fully explained by either Gaudet or Martin Environmental. I recommend that Gaudet be provided an opportunity to clarify their position as to whether this plaster contains asbestos or the sampling was flawed.

ISSUE #2

The drywall joint compound found in Building 800 contains asbestos. This was documented by both consultants during their side-by-side sampling on January 13, 1997. The confusion is in the interpretation of sampling results as they relate to various regulations.

Asbestos is regulated by the EPA under the Clean Air Act. The EPA allows composite sampling of drywall with associated joint compound. Therefore, the layer containing joint compound may contain more than 1% asbestos but the resulting mixture may be <1% or trace.

The Occupational Safety and Health Administration (OSHA) regulates worker exposure to asbestos. OSHA does not recognize composite sampling. Therefore, if the joint compound layer contains more than 1%, the joint compound is an asbestos-containing material.

Under EPA Regulations, this building could be demolished utilizing wet methods and would not be subject to NESHAP, other than proper notification of the demolition.

Under OSHA, the building could not be renovated without utilizing proper engineering controls to prevent asbestos exposure of workers involved in the renovation.

Martin County must decide the ultimate use of this building.

Mr. Randall Reid  
December 23, 1997  
Page -2-

ISSUE #3

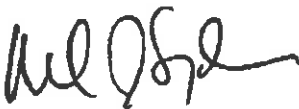
The Office/Administration Building is slated for demolition. This building and the hallway corridor connecting it to the Classroom/Dormitory Building contains a highly friable spray-applied fireproofing on the perimeter walls. The EPA allows demolition of buildings containing friable asbestos materials providing the following criteria are met:

1. The facility is being demolished under an order by a state or local government agency, issued because the facility is structurally unsound and in danger of imminent collapse.
2. A written notice of intent to demolish (copy of appropriate form is included with this letter) is sent to the State and Local Department of Environmental Protection Office. This notice must be received by the agency as early as possible, before or not later than the following working day after, if the demolition is ordered by a state or local government agency.
3. The name, title and authority of the state or local government representative who has ordered the demolition. The date that the order was issued. The date on which the demolition was to begin. A copy of the order must be attached to the notification form.
4. During the demolition, the material must be kept wet. It must be loaded into a leak tight container, transported and disposed of as asbestos-containing waste.
5. At least one (1) individual onsite during the demolition must have taken an AHERA Asbestos Contractor Supervisor Course and yearly refresher courses.

If you feel you have met the above criteria for ordered demolition rather than removal, I recommend you hire a demolition contractor who also holds an asbestos contractors license under F.S. 469.

If I can be of any further service to you, please contact my office.

Sincerely,



Michael J. Snyder CHMM, CFEA  
Principal

MJS/bt  
Enclosure



*Martin Environmental  
Associates, Inc.*

*Ad*  
**RECEIVED  
NOV 10 1997  
ADMINISTRATION**

November 7, 1997

Mr. Randall H. Reid  
Deputy County Administrator  
County Administration Center  
2401 S.E. Monterey Road  
Stuart, Florida 34996

Re: Florida Institute of Technology (FIT), Jensen Beach

Dear Mr. Reid:

As requested, please read below the scope of work to address the valid concerns of ENTEK regarding matters included within our original approved scope of work for the FIT project. This covers the areas agreed upon during the walk through on Thursday, November 6, 1997 on a building by building basis. Clearance air samples shall be collected in all areas where regulated materials are addressed. All areas where work is to be performed shall be completed using appropriate work procedures and work practices in accordance with regulatory requirements.

**Building 100 - Physical Plant (Maintenance)**

1. A small amount of duct mastic was located on the second level. This material will be removed and properly disposed of.

**Building 200 - Fine Arts**

1. Residual black floor tile mastic remaining after razor scraping - shall be removed using chemical mastic remover. The product shall be applied to the floor area and liquified mastic will be collected and bagged.
2. Sheet flooring in two (2) rooms shall be razor scraped and properly disposed of.
3. Two (2) transite panels on exterior of building shall be removed intact and double wrapped in 6 mil polyethylene sheeting for disposal.

**Building 300 - Evinrude Science**

1. Any remaining 9x9 floor tile shall be collected and bagged for proper disposal.
2. Areas of acoustic treatment removal shall be checked. There were no areas of material observed during our walk through and the work was completed properly.
3. Ceiling tile grid system shall be removed and wrapped in a minimum of two layers of 6 mil polyethylene sheeting for proper disposal.
4. Mastic on foam glass insulation located in the mechanical room shall be removed and property disposed of.
5. Noted areas of residual floor tile mastic that remains after razor scraping in the front office area shall be removed using chemical process.
6. Transite valve housing, outside east end of building near walk way, shall be removed and properly disposed of.
7. The room off the main hall housing old light fixtures shall be cleaned and all old lights shall be properly disposed of.

8. Transite panels were identified on the north and south walls. These panels shall be removed intact and properly disposed of.

#### Building 400 - Industrial Arts

1. A small amount of 9x9 floor tile and mastic was located in an underground tunnel, approximately 36 square feet. Floor tile and mastic shall be removed. Mastic will be removed by chemical process.

#### Building 500 - Industrial Technology

1. Residual floor tile mastic that remains after razor scraping will be removed using chemical process.

#### Building 600 - Student Center

1. Air cell pipe insulation found in two rooms basement level shall be properly removed. All areas will be wet wiped and HEPA vacuumed. Areas where wall penetrations have pipe insulation the use of a glove bag on each side of the wall shall be used to remove and clean these three (3) areas.

#### Building 700 - Chapel

1. All areas of wall/ceiling intersections shall be brushed with nylon brushes and HEPA vacuumed, each area shall be sprayed with encapsulant when completed. All horizontal surfaces of steel shall be HEPA vacuumed, wet wiped and sprayed with encapsulant.
2. Area of 12x12 floor tile and residual tile mastic will be removed by chemical process. An area where mastic residue exist near the center of the room shall be addressed by chemical process.
3. Foam glass with mastic (wall penetrations) will be removed from each side (north and south) of the Chapel.
4. Vibration isolators on two air handler units shall be removed and properly disposed of.
5. Areas concerning the demolition debris on the east side of the Chapel and outside classrooms will be addressed by the Contractor. The debris will be wet and loaded into an enclosed container, these materials include wood strips, light fixtures, etc. Surface area shall be inspected under each material pile of debris after removal.

#### Classroom/Dormitory

1. Piping covered with felt wrapping located above plaster ceiling, approximately 800 linear feet. Felt pipe wrap shall be striped and properly disposed of or pipe cut into manageable lengths for disposal (at the discretion of the Contractor).
2. Rooms where suspect material was observed will be cleaned, material will be removed and the area HEPA vacuumed and wet wiped.
3. First and second floor breeze way areas where surfacing material was removed shall have wall/ceiling intersections nylon brushed and HEPA vacuumed. These areas will be encapsulated at the completion of this work activity.
4. The area shall be checked for any remaining floor tile.
5. Air conditioning duct with silver mastic shall be wrapped in a minimum of two (2) layers of polyethylene sheeting and properly disposed of.
6. Tank valve insulation in the basement will be glove bagged and the tank rewiped and encapsulated.
7. The room in the basement area that is open to the first floor restroom shall be cleaned and the first floor room re-cleaned. Any debris will be bagged and properly disposed of.
8. The basement will be rechecked for any additional suspect material.

#### Building 800 - Marine Sciences

1. It has been agreed by all parties during the walk through that areas on the perimeter of the

north class room where floor tile mastic was removed and discoloration exists is complete and need not be readdressed. Floor covering material was the only item in this building covered in the original approved scope of work.

Building 900 - Marine Services

1. It was reported that small pieces of sheet flooring were observed on the first and second floors, these areas will be reexamined and any material located will be collected and properly disposed of.

Building 1100 - Library

1. Carpet shall be removed as contaminated waste. All furnishings will be cleaned, wet wiped, HEPA vacuumed, and properly disposed of.
2. Remaining 12x12 ceiling grid system shall be removed along with remaining light fixtures.
3. Open areas of fiberglass duct located on the east wall shall be removed.
4. The mechanical room shall be recleaned, HEPA vacuumed, wet wiped and encapsulated where acoustical wall treatment was removed including wall switch covers. Areas under mechanical equipment shall also be recleaned.

While Martin Environmental Associates, Inc. does not completely agree with all conclusions outlined in the ENTEK report dated October 28, 1997, the outlined work is consistent with the original scope and will be completed in an expeditious and complete manner. In that regard, it is imperative that ENTEK be on-site at the completion of each area so that they can sign off on each building as being satisfied. It is my understanding that Bobby Klein and Fred van Vonno agree that this is appropriate. Martin Environmental Associates, Inc. and Insul-Coat Inc. fully intend to complete the areas addressed, sign off on the completed work with Martin County and leave the site. We have already come to the site once ready to work. We cannot and will not keep coming back.

We would request that the water hook up to the fire hydrant in front of the 700 Building and 300 Building be reinstalled as soon as possible to allow us to start the work next week. Please have ENTEK coordinate their schedule with me so that they can be on-site after the completion of each building to sign off on it.

Please call me if you have any questions.

Respectfully submitted,

  
William G. Martin  
President

WGM/dv

cc: Mr. Robert Klein, Dean, Mead & Minton  
Mr. Fred W. van Vonno, Assistant County Attorney  
Mr. Larry Klein, Insul-Coat Inc.



Excellence in Environmental Consulting and Engineering Since 1965

October 23, 1997

Mr. Robert c. Bowie, Vice President  
Florida Institute of Technology, Inc.  
150 West University Boulevard  
Melbourne, FL 32901-8988

Mr. Robert N. Klein, Esq.  
Dean, Mead & Minton, P.A.  
P.O. Box 2757  
FL Pierce, FL 34954-2757

Mr. Greg Chelius, Sr. Project Manager  
Harvey Abrams, Esq.  
The Trust for Public Land, Southern Region  
308 N. Monroe St.  
Tallahassee, FL 32301-7635

RECEIVED  
OCT 24 1997

MARTIN COUNTY  
LEGAL DEPT.

Re: Asbestos Abatement at Former FIT Campus - Jensen Beach, Florida

Gentlemen:

Entek Environmental & Technical Services, Inc., has been retained by Martin County to act as the County's Environmental Consultant pursuant to paragraph 8 of the Escrow Agreement dated April 25, 1997.

Entek has conducted a preliminary review of documentation submitted by Martin Environmental Associates, Inc., and Insul-Coat, Inc., certifying that the abatement of identified asbestos-containing materials was completed as of October 3, 1997.

Entek also conducted an on-site inspection of the work on October 21 and 22, 1997.

Based on our preliminary review and on-site inspection, Entek cannot certify that the asbestos-containing material (ACM) removal work has been completed.

A preliminary report of our findings accompanies this letter.

Sincerely,

Michael J. Snyder, CHMM, REPA  
Principal

MJS/jdp

cc: Harold Markey, Martin County

**BACKGROUND**

Martin County retained the services of Entek Environmental & Technical Services, Inc. to certify, under Paragraph 8(b) of the Escrow Agreement dated 4/25/97, that the asbestos-containing material (ACM) remediation work performed by Insul-Coat, Inc. and monitored by Martin Environmental, Inc. at the Former Florida Institute of Technology (F.I.T.) Campus was complete.

**SCOPE OF SERVICES**

Entek proposed to provide the following services to Martin County:

1. Review all documents provided by Martin County related to the survey and removal of ACM's at the Former F.I.T. Campus. These documents are listed in our proposal letter dated October 16, 1997. In addition, Martin County provided the following documents to Entek on October 21, 1997.
  - Hazardous Building Material Survey, Florida Institute of Technology, completed by Florida Environmental Associates, undated.
  - Correspondence:
    - letter dated June 24, 1997 from Randall H. Reid to Robert C. Bowie, Re: F.I.T. Buildings - Former Jensen Beach Campus
    - letter dated June 24, 1997 (via Fax) from Randall H. Reid to Robert C. Bowie, Re: F.I.T. Buildings - Former Jensen Beach Campus
    - letter dated June 27, 1997 from Robert N. Klein to Fred Van Vonne, Esq., Re: Florida Institute of Technology, Inc. (F.I.T.) Jensen Beach Campus
    - letter dated June 30, 1997 from Robert N. Klein to Randall H. Reid, Re: Florida Institute of Technology/Jensen Beach
    - letter dated October 1, 1997 from Robert N. Klein to Randall H. Reid, Re: Florida Institute of Technology, Inc. (F.I.T.) Jensen Beach Campus

**BUILDING INFORMATION**

The following buildings were examined by Entek. According to the project specification the following materials were to be abated in each building. Martin Environmental Associates, Inc. certified that the buildings had been abated.

Building	Materials to be Abated
Building 100 - Physical Plant (Maintenance)	Sheet Flooring
Building 200 - Fine Arts (Photography Lab)	Floor tile sheet flooring HVAC duct mastic



**MARTIN COUNTY - FORMER F.I.T.  
 ASBESTOS ABATEMENT INVESTIGATION**

October 1997

Building 300 - Evinrude Science (Evinrude Science Center)	Spray-applied acoustic treatment Floor tile 2'x4' ceiling tile Transite panels Pipe insulation
Building 400 - Industrial Arts (Old Garage)	Floor tile
Building 500 - Industrial Technology (Metal Shop)	Floor tile
Building 600 - Student Center (Historical House)	Pipe insulation Floor tile
Building 700 - Main Building (Chapel, Auditorium, Large Classroom/Dormitory, Office Administration Building)	Transite panels Boiler Room flue Boiler gaskets Boiler insulation Floor tile Pipe mastic Pipe fittings Acoustic finish/Fireproofing Ceiling plaster HVAC duct mastic Linoleum flooring Acoustic plaster ceiling (Chapel)
Building 800 - Marine Sciences (North Metal Shed)	Floor tile Sheet flooring
Building 900 - Marine Sciences (South Metal Shed)	Floor tile Sheet flooring
Building 1100 - Library	1'x1' Ceiling tile Acoustic finish/Fireproofing

**SITE INVESTIGATION**

On October 21 and 22, 1997, Michael J. Snyder, Principal and Henry A. Uhig, Principal, of Entek Environmental & Technical Services, Inc. inspected the Former Florida Institute of Technology (F.I.T.) Campus at Jensen Beach, Florida.

Each facility was visually inspected to determine if asbestos abatement was completed in accordance with the project specifications, State and Federal Regulations. Where suspect asbestos-containing materials and debris was observed, bulk samples were obtained and analyzed by Polarized Light Microscopy at R.J. Lee Group Laboratories in Monroeville, PA.

**MARTIN COUNTY - FORMER F.I.T.  
ASBESTOS ABATEMENT INVESTIGATION**

---

October 1987

**SUMMARY OF FINDINGS**

Following is a list of facilities which were included in the abatement program. A summary of our findings in each area where abatement occurred is included.

**BUILDING 100 - Physical Plant (Maintenance)**

Asbestos-containing sheet vinyl was removed from the concrete floor slab. The slab appeared to be free of residue from the removal operation.

**BUILDING 200 - Fine Arts (Photography Lab)**

Residual black mastic from the removal of 9"x9" floor tile was noted throughout the facility. A bulk sample of this material was obtained, analytical results are pending. Sheet flooring was removed from several small rooms on the north side of this building. In the two rooms, sheet flooring remained. The survey did not indicate any non asbestos-containing sheet flooring. Bulk samples of this material were obtained, analytical results are pending.

**BUILDING 300 - Evonuds Science ( Evonuds Science Center)**

Debris was found on top of 2"x4' ceiling suspension system, on top of lights and other ceiling mounted equipment throughout the facility. The debris found appeared to be from mineral fiberboard ceiling tiles. Bulk samples were obtained and found to contain 2% amosite asbestos. Based on our observations, the suspension system did not appear to have been cleaned at the completion of abatement as required in the specifications.

9"x9" asbestos-containing floor tile was to be removed from the facility. 9"x9" vinyl tile was found under wood stud partitions in offices at the Southwest corner of the building. Floor tile mastic in the West side of the building was not removed after removal of the tile. A bulk sample of the mastic was obtained, the analytical results are pending.

Asbestos-containing acoustic treatment was removed from the pre-cast concrete roof deck in the East wing of the building. Residue found between sections of the pre-cast panels appeared to be an acoustic treatment. The concrete deck was clean of gross debris but a chalky residue, possibly from the acoustic treatment, remains. The concrete deck should be free of all residue at the completion of final cleaning of the Work Area.

Foamglass pipe insulation with a building felt and mastic covering, filters the Mechanical Room located near the entrance to the building. Asbestos removal did not occur in this area. A bulk sample of the pipe insulation felt and mastic was obtained and analytical results are pending.

**BUILDING 400 - Industrial Arts (Old Garage)**

Asbestos-containing 9"x9" vinyl floor tile was removed from the second level of the building. This area connects to Building 600 via an underground tunnel. The floor tile and mastic appeared to have been adequately removed in the area. There was some staining on the concrete slab from the use of mastic remover.

**MARTIN COUNTY - FORMER F.I.T.  
ASBESTOS ABATEMENT INVESTIGATION**

---

October 1987

**BUILDING 500 - Industrial Technology**

Asbestos-containing 9"X9" vinyl floor tile was removed from the first level. Floor tile debris was found outside the building at the back entrance door. The floor tile mastic was not adequately removed. Mastic remains throughout the first level.

**BUILDING 600 - Student Center**

Asbestos-containing 9"X9" vinyl floor tile was removed from the basement of the building. The floor tile and mastic appeared to have been adequately removed. However, 9"X9" vinyl floor tile was found in the tunnel connecting Building 600 with Building 400. A sample of the floor tile was obtained and analytical results are pending.

Asbestos-containing aircell pipe insulation was reportedly removed from the basement level. Aircell pipe insulation was found in the Laundry Room next to the underground tunnel connecting Building 400. Pipe insulation was located at the ceiling and various lengths of insulation littered the floor. A labeled asbestos waste disposal bag was found in the room and contained several lengths of aircell pipe insulation. A bulk sample of the aircell was obtained and analytical results are pending. Aircell was also found in pipe sleeves through concrete walls in various parts of the basement. In a room located near the stair to the Kitchen, a pile of aircell pipe insulation was found on the floor. Pipe insulation also remains in a pipe sleeve through the wall in that room. The inspection indicates inadequate removal and cleaning of the areas where pipe insulation was located.

**BUILDING 700 - Main Building**

The Main Building is divided into the various facilities, with each facility reported on individually.

**Chapel**

Asbestos-containing acoustic plaster ceiling and soffit finish, vinyl floor tiles and mastics were reportedly removed from the chapel.

Asbestos-containing acoustic plaster debris was found at the perimeter wall/ceiling intersection. Bulk samples of the debris were obtained and laboratory analysis reported 3% to 4% chrysotile asbestos in the debris. The horizontal surfaces of structural steel joists were littered with small pieces of debris. This is an indication that the steel was not cleaned at the completion of the abatement, as required in the specification.

A pile of construction debris was observed at the Southeast side of the building. The debris included black iron ceiling channels, lights, wood blocking, etc. Suspect asbestos-containing acoustic plaster was observed on these materials including a 4"X4" square of gypsum board with acoustic plaster finish adhered to it. A bulk sample of the material was obtained and laboratory analysis reported 3% chrysotile asbestos. The same material was found on the back of light fixtures, wood blocking and black iron ceiling channels.

Asbestos-containing 12"X12" vinyl floor tile and mastic were reportedly removed from the Chapel. Floor tile mastic residue was not adequately removed. Bulk samples of the remaining mastic were obtained and laboratory analysis reported 2% to 5% chrysotile asbestos. 12"X12" vinyl floor tile was found under a wood frame and plywood platform. The floor tile was bulk sampled and found to contain 3% chrysotile asbestos. Two (2) pieces of vinyl tile debris were found outside the south

entrance to the Chapel, the tile is the same as the tile found under the wood platform.

Foamglass pipe insulation with an asbestos-containing felt wrap coated with black mastic was reportedly removed from the Chapel. Foamglass pipe insulation and debris was found in the South and North Mechanical Rooms in the Chapel. Bulk samples of the mastic and felt were obtained and laboratory analysis reported 2% to 5% chrysotile asbestos.

Duct mastic was found in the South and North Mechanical Rooms in the Chapel. Bulk samples of the mastic were obtained and laboratory analysis reported 2% chrysotile asbestos.

#### **Auditorium**

Asbestos-containing vinyl floor tile was removed from the Auditorium, Main Room. The floor tile and mastic appeared to have been adequately removed.

Foamglass pipe insulation consistent with the material found in the Chapel Mechanical Rooms was found in the Auditorium Mechanical Rooms within the pipe sleeves.

Fabric duct connectors remain in both Mechanical Rooms in the Auditorium. The duct connector was sampled and laboratory analysis reported 30% chrysotile asbestos.

#### **Large Classroom/Dormitory - 4a**

Asbestos-containing acoustic finish was removed from the ceilings in Building 4a. Debris from this ceiling finish was found in various rooms and on wood blocking, recessed lights, etc., in a pile of construction debris outside the East side of the building. Debris was also found at the wall/ceiling intersection in various locations on both floor levels. Bulk samples were obtained from three locations and found to contain 13% to 20% chrysotile asbestos.

Asbestos-containing acoustic/fireproofing was removed from various offices and the main corridor on the first and second levels. Small amounts of acoustic/fireproofing debris was found at the junction of the floor, and at adjacent walls.

Asbestos-containing 9"x9" vinyl floor tiles and mastic was removed from concrete floors. The tile and mastic appeared to have been adequately removed. Floor tile debris was found, however, in a pile of construction debris on the East side of the building. The tile was sampled and found to contain 5% chrysotile asbestos.

An air conditioning duct was found on the South side of the building at the exterior. The duct insulation was coated with a silver mastic. The mastic was sampled and found to contain 2% chrysotile asbestos.

An asbestos-containing Transite boiler flue was reportedly removed from the basement. A section of the flue was not removed from the tank room wall to the exterior of the building. The flue is buried below the 1st floor concrete slab and is not accessible.

Asbestos-containing boiler gaskets and boiler/tank insulation was reportedly removed from the basement level. A bulk sample was obtained of residual plaster on the boiler and laboratory analysis reported 20% chrysotile in the sample. A bulk sample was obtained of residual plaster on the hot water storage tank and was found to contain 30% chrysotile asbestos. There are piles of wall plaster

**MARTIN COUNTY - FORMER F.I.T.  
ASBESTOS ABATEMENT INVESTIGATION**

---

October 1987

debris, concrete block, wood, etc., scattered throughout the basement.

**Office Administration Building - 4b**

This building is slated for demolition and according to correspondence reviewed, would be demolished by wet methods. Entek observed acoustic/fireproofing with the wall cavity on the perimeter walls in the hallway connecting 4a to 4b. This material is highly friable and damaged from roof leaks. Bulk samples were obtained and analytical results indicate 45% chrysotile asbestos.

**BUILDING 800 - Marine Sciences (North Metal Shed)**

Residual black mastic was observed around the perimeter of most spaces on the first floor. A sample of this material was obtained. Analytical results are pending. Drywall seam compound found by both consultants to contain greater than 1% asbestos has been abated.

**BUILDING 900 - Marine Sciences (South Metal Shed)**

Sheet flooring was removed on the first and second floor throughout the building. Pieces of sheet flooring were observed in several areas. A bulk sample of the material was obtained and analytical results are pending.

**BUILDING 1100 - Library**

Asbestos-containing 12"x12" ceiling tiles were reportedly removed from the soffit in the main room. Ceiling tile debris was found in the ceiling grid, lights and suspension system. Ceiling tile debris was found on top of the air conditioning duct and louvers located within the soffit. Ceiling tile debris was also found on the carpet and within piles of construction debris at the perimeter of the room and various rooms off the main room. Bulk samples of ceiling tile debris were obtained and analytic results were found to contain 8% to 10% amosite asbestos.

Asbestos-containing acoustic finish/fireproofing was reportedly removed from the Mechanical Room walls. Acoustic finish/fireproofing debris was found throughout the Mechanical Room. Debris was found behind light switch and outlet covers, behind conduits, at the perimeter wall/ceiling junction and below the air handling unit. The acoustic finish/fireproofing debris was also found on the carpet in the middle of the main room. Bulk samples obtained of the debris were found to contain 10% chrysotile asbestos.

**CONCLUSIONS**

Entek Environmental & Technical Services, Inc. has reviewed project documentation submitted by Insul-Coat Inc., and Martin Environmental Associates, Inc. and has conducted an on-site inspection of the various work areas.

Based on our document review and on-site inspection, Entek does not agree that the abatement was completed in accordance with the prepared project specifications and State and Federal Guidelines.

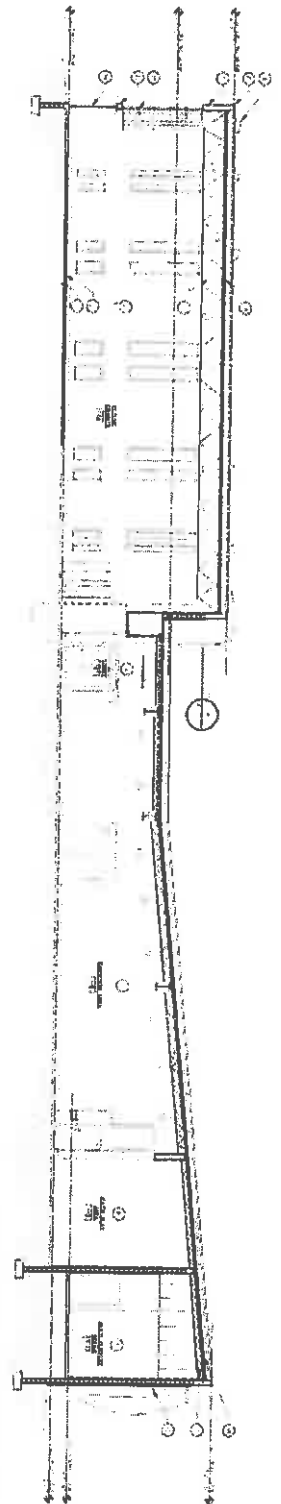
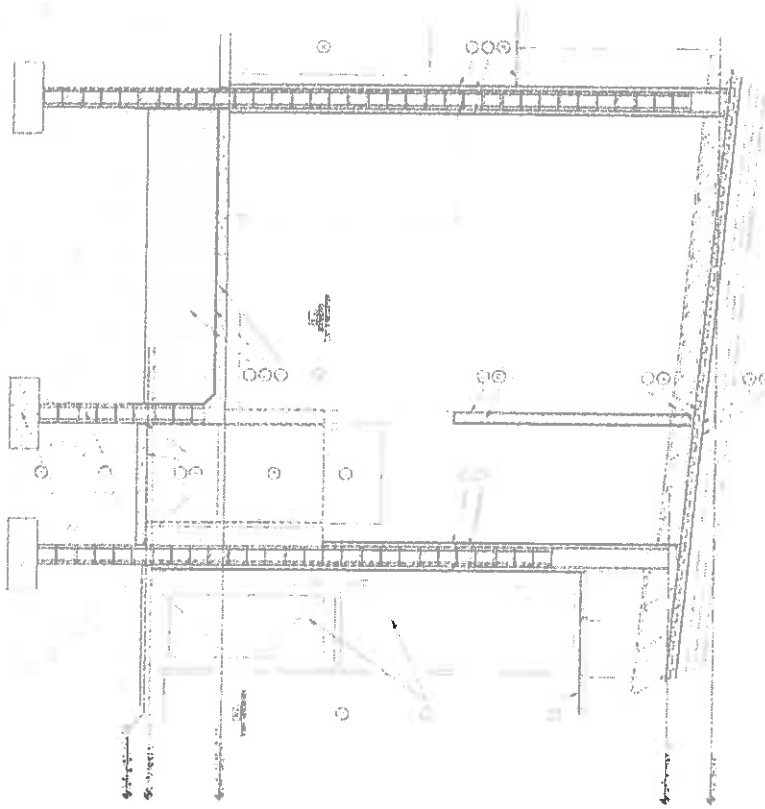
Identified asbestos-containing materials were not completely removed and were not properly disposed of. Clearance air samples were not conducted in all work areas and were not conducted in accordance with project specifications.

A final report detailing our findings will be provided to Martin County upon completion.

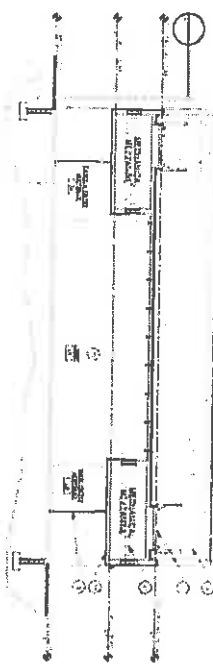




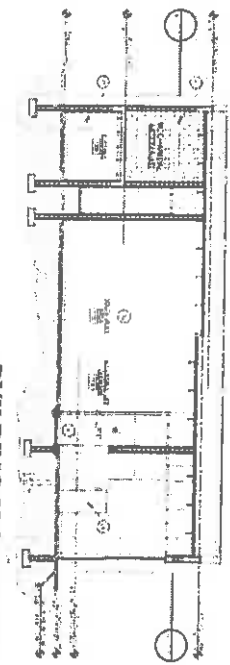
**BUILDING SECTION**  
 SCALE: 1/8" = 1'-0"  
 4 (A-6.01)



**BUILDING SECTION**  
 SCALE: 1/8" = 1'-0"  
 1 (A-6.01)



**BUILDING SECTION**  
 SCALE: 1/8" = 1'-0"  
 2 (A-6.01)



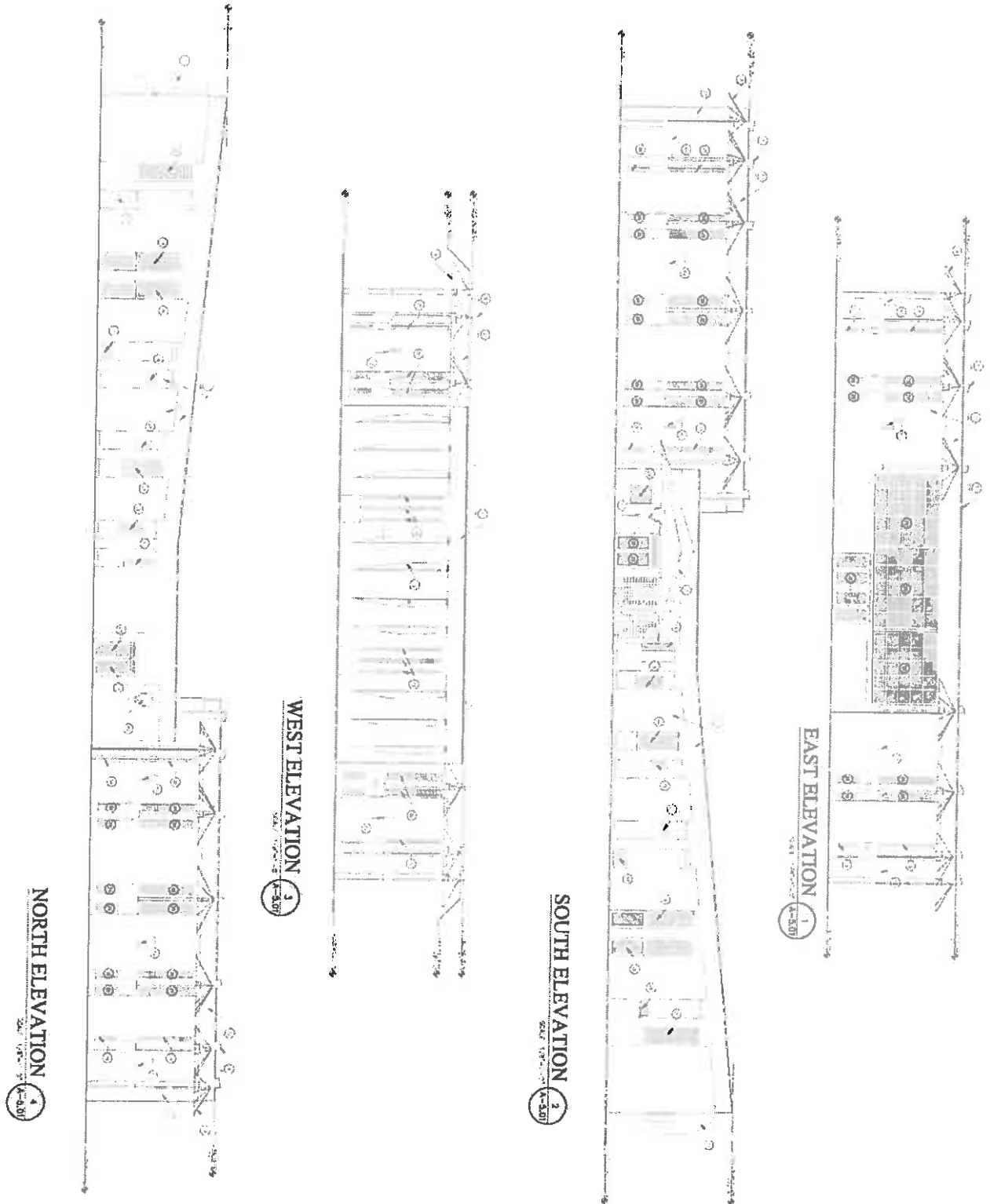
**BUILDING SECTION**  
 SCALE: 1/8" = 1'-0"  
 3 (A-6.01)

**MATERIAL KEY NOTES**

- 1. CONCRETE
- 2. BRICK
- 3. BLOCK
- 4. GYPSUM BOARD
- 5. PLASTER
- 6. STUCCO
- 7. METAL PANELS
- 8. GLASS
- 9. WOOD
- 10. INSULATION
- 11. ROOFING
- 12. PAINT
- 13. FINISH
- 14. FLOORING
- 15. CEILING
- 16. WALL
- 17. ROOF
- 18. FOUNDATION
- 19. STRUCTURE
- 20. MECHANICAL
- 21. ELECTRICAL
- 22. PLUMBING
- 23. HVAC
- 24. LIGHTING
- 25. SOUND
- 26. SECURITY
- 27. ACCESSIBILITY
- 28. SUSTAINABILITY
- 29. GREEN BUILDING
- 30. LEED

<p><b>A-6.01</b></p>	<p><b>BUILDING &amp; WALL SECTIONS</b>  <b>CHILDREN'S MUSEUM OF THE TREASURE COAST</b>                  INDIAN RIVERSIDE PARK                  MARTIN COUNTY, FLORIDA</p>	 <p><b>GARCIA BRENNER STROMBERG</b>                  ARCHITECTS</p> <p>Joseph E. Garcia, AIA                  Chief Architect/Partner                  Robert M. Brenner, AIA                  President                  Peter J. Stromberg, AIA                  Executive Vice President</p> <p>1700 N. US Highway 1, Suite 100                  Palm Bay, Florida 32909                  Tel: 888.777.7622 Fax: 888.777.7624                  www.gbsa.com</p>	<p>Project: 06-001                  Date: 8/17/2006                  Scale: 1/8" = 1'-0"                  Sheet: A-6.01 of A-6.01</p>
----------------------	---	---	---

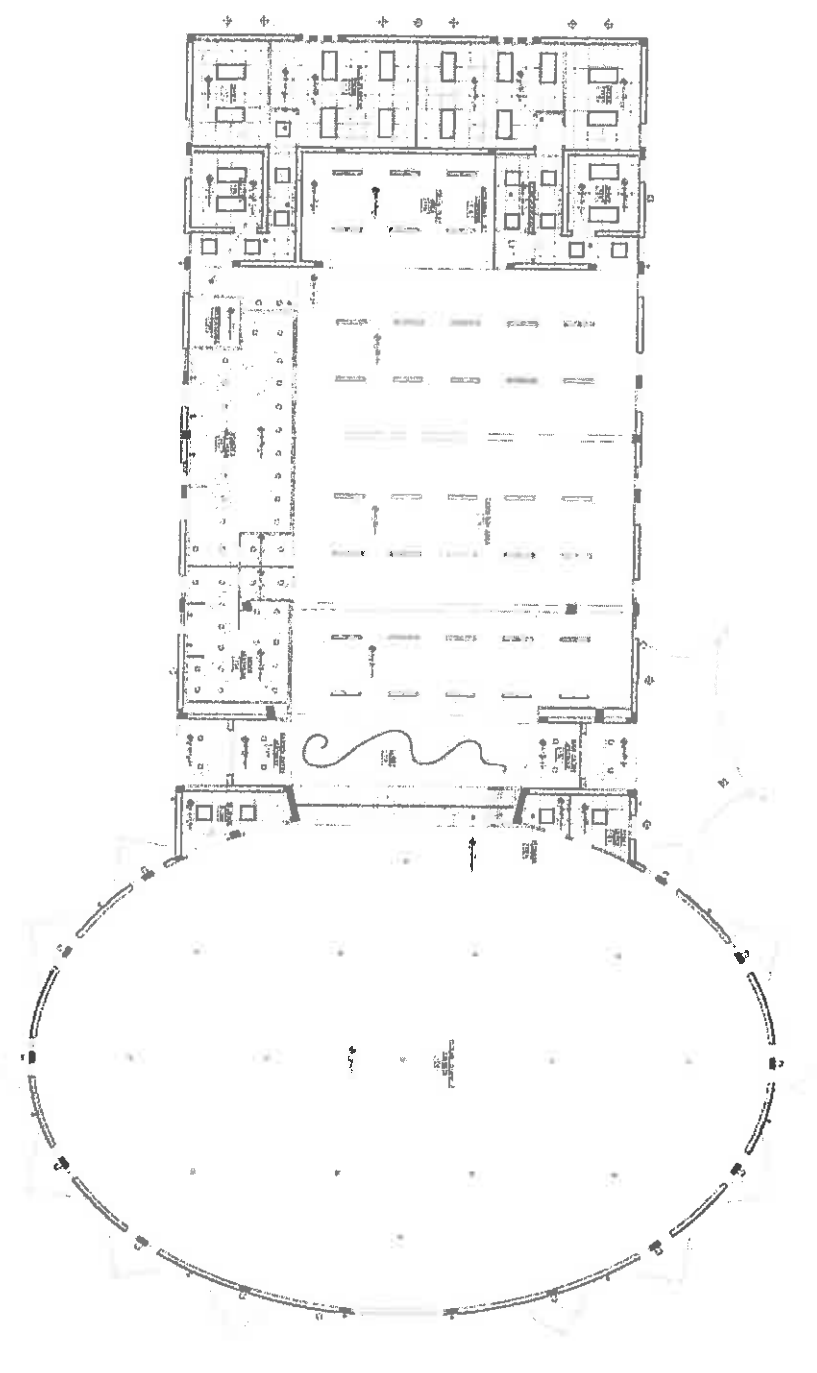




MATERIAL KEY NOTES	
1	CONCRETE
2	BRICK
3	GLASS
4	WOOD
5	ROOFING
6	PAINT
7	FINISHES
8	MECHANICAL
9	ELECTRICAL
10	PLUMBING
11	INSULATION
12	FOUNDATION
13	LANDSCAPE
14	EXTERIOR LIGHTING
15	EXTERIOR FURNITURE
16	EXTERIOR SIGNAGE
17	EXTERIOR ACCESSORIES
18	EXTERIOR MATERIALS
19	EXTERIOR FINISHES
20	EXTERIOR DETAILS

<p><b>A-5.01</b></p>	<p><b>EXTERIOR ELEVATIONS</b></p> <p><b>CHILDREN'S MUSEUM OF THE TREASURE COAST</b></p> <p>INDIAN RIVERSIDE PARK MARTIN COUNTY, FLORIDA</p>	<p><b>GARCIA BRENNER STROMBERG</b> ARCHITECTURE</p> <p>Joseph H. Garcia, P.E. 222 W. 1st St. Fort Pierce, FL 34949 888.226.8721 Fax: 888.226.8722</p> <p>Scott M. Brenner, P.E. 222 W. 1st St. Fort Pierce, FL 34949 888.226.8721 Fax: 888.226.8722</p> <p>Peter T. Stromberg, P.E. 222 W. 1st St. Fort Pierce, FL 34949 888.226.8721 Fax: 888.226.8722</p>	<p>DATE: 8/1/2005</p> <p>SCALE: AS SHOWN</p>
	<p>PROJECT NO. 101844-001</p> <p>DATE: 8/1/2005</p> <p>SCALE: AS SHOWN</p>		

REFLECTED CEILING PLAN



MATERIAL LEGEND

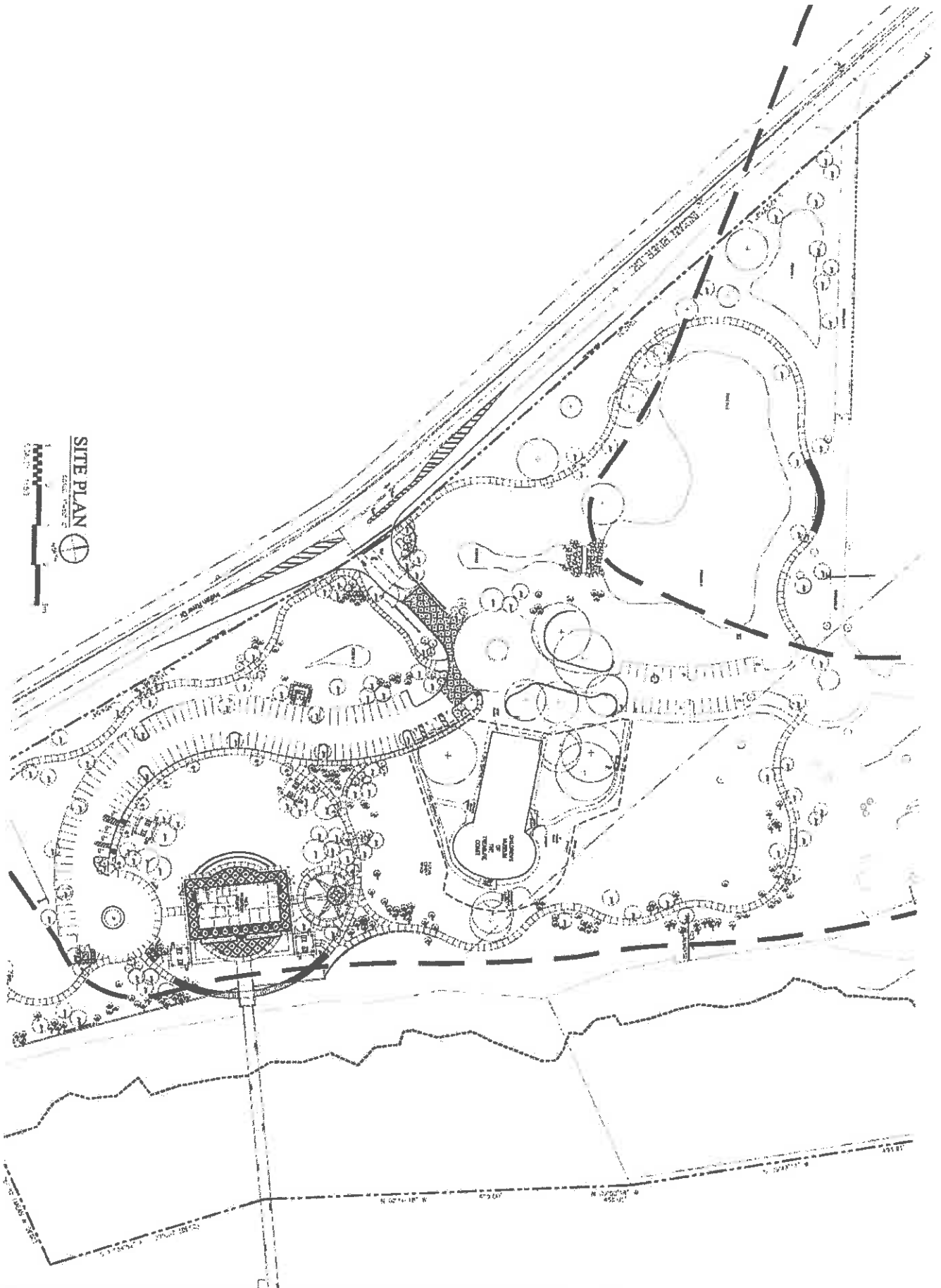
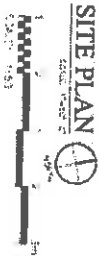
	Acoustic Ceiling Tiles
	Acoustic Panels
	Acoustic Baffles
	Acoustic Clouds
	Acoustic Baffles (Hanging)
	Acoustic Clouds (Hanging)

SYMBOLS

	STAGE
	STAGE ORCHESTRATION
	Acoustic Ceiling Tiles
	Acoustic Panels
	Acoustic Baffles
	Acoustic Clouds
	Acoustic Baffles (Hanging)
	Acoustic Clouds (Hanging)

<p><b>A-2.31</b></p>	<p>REFLECTED CEILING PLAN  <b>CHILDREN'S MUSEUM OF THE TREASURE COAST</b>                  INDIAN RIVERSIDE PARK                  MARTIN COUNTY, FLORIDA</p>		<p><b>GARCIA BRENNER STROMBERG</b>                  ARCHITECTS</p> <p>1000 N. US Highway 1, Suite 100                  Palm Beach, FL 33480                  Phone: 561.833.1100                  Fax: 561.833.1101                  Website: www.gbst.com</p>
----------------------	--	--	--





A-101	<b>ARCHITECTURAL SITE PLAN</b> <b>CHILDREN'S MUSEUM</b> <b>OF THE TREASURE COAST</b> INDIAN RIVERSIDE PARK MARTIN COUNTY, FLORIDA	 <b>GARCIA BRENNER STROMBERG</b> <b>ARCHITECTS</b>	Project: Children's Museum of the Treasure Coast Location: Indian Riverside Park, Martin County, Florida Date: 8/1/2006	Architect: Garcia Brenner Stromberg Architects 11750 Highway 19, Suite 100 Fort Myers, Florida 33907 Phone: (813) 938-1100 Fax: (813) 938-1101 Website: www.gbsa.com	Engineer: Peter T. Stromberg, P.E. License No. 10000 State: FL	Date: 8/1/2006 Scale: AS SHOWN
	Prepared by: [Name] Checked by: [Name] Drawn by: [Name]					

