

THIRD LEASE AMENDMENT

THIS Third Lease Amendment made this 7th day of January 2020, by and between, **MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, ("COUNTY") and **FLORIDA OCEANOGRAPHIC SOCIETY, INC.**, a non-profit organization, ("LESSEE").

WITNESSETH:

WHEREAS, the parties entered into, a Lease Agreement on November 5, 1985, an Amendment to Lease effective March 9, 1993, a Modification to Lease on August 22, 1993, and a 2nd Amendment to Lease Agreement on April 21, 2004, (collectively the "Lease") for a ninety-nine (99) year term commencing on November 5, 1985 and ending on November 5, 2084; and

WHEREAS, the LESSEE, has requested to amend the Lease to update the Preserve Area Management Plan exhibits which consistent with the Revised Minor Final Site Plan approved on July 24, 2019.

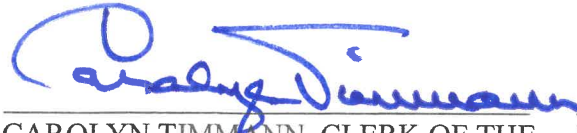
NOW, THEREFORE, in consideration of the sum of One and no/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Lease as follows:

1. From and after the date of this Third Lease Amendment, **EXHIBIT "C"** attached to and incorporated in the Second Lease Amendment shall be replaced in its entirety with **EXHIBIT "C"** attached hereto and incorporated into the Lease by this reference.
2. Except as specifically amended hereby, the all other items of the Lease shall remain in full force and effect as originally written or previously amended.

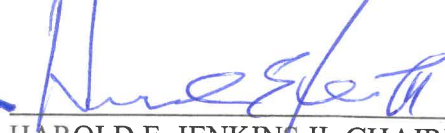
IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Lease
as of this 7th of January 2020

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

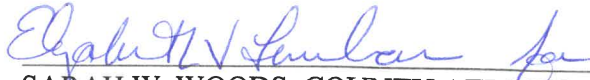


CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER



HAROLD E. JENKINS II, CHAIRMAN

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:



SARAH W. WOODS, COUNTY ATTORNEY

LESSEE:

**FLORIDA OCEANOGRAPHIC
SOCIETY, INC.** a non-profit organization

WITNESSES:

Laura Vaughan
Signature

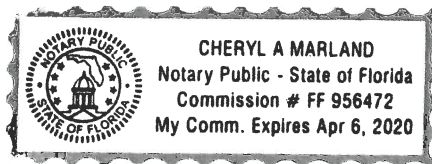
LAKEN L VAUGHAN
Print Name

Ellen S. Pimas
Signature

Ellen S. Pimas
Print Name:

STATE OF Florida
COUNTY OF Martin

The Lease Agreement was acknowledged before me this 26 day of November, 2019, by Mark Perry, who is the Executive Director of Florida Oceanographic Society, Inc., a non-profit organization. He/She is personally known to me or has each produced a driver's license issued within the past 5 years as identification.



Cheryl A Marland
Notary Public

MARTIN COUNTY, FLORIDA

PRESERVE AREA MANAGEMENT PLAN

For:
FLORIDA OCEANOGRAPHIC
SOCIETY

IN ASSOCIATION WITH
MARTIN COUNTY MOSQUITO CONTROL

Parcel Control Numbers:
313742000000001400 (existing)
303742019000000040 (pending)

Prepared for:
The Florida Oceanographic Society in Association with the
Martin County Mosquito Control District
and Martin County Board of County Commissioners
by:
Lucido and Associates
December 4, 2018
(revised May 21, 2019)

Approved by/Date: _____



DEV2018080011
RECORD NUMBER

APPROVED BY:
Shawn McCarthy

A Preserve Area Management Plan (PAMP) is required of all applicants for development approval on sites which contain wetland or upland preserve areas, pursuant to provisions of Section 4.36.A.1 of the Martin County Land Development Regulations, Martin County Code.

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APPENDIX

SFWMD Permit No. 43-00891-P, Appl. No. 190401-10

1.0 GENERAL

The owner(s) and leaseholders, namely Martin County and the Florida Oceanographic Society, of the lands to be preserved/maintained by this Preserve Area Management Plan (PAMP), which is located between SR-A1A and the Indian River Lagoon on Hutchinson Island/Martin County, Florida, their successors and assigns, and their environmental consultants and contractors, will implement and comply with all portions of this PAMP.

This PAMP will not be altered or amended by either Martin County or the Florida Oceanographic Society, except for alterations or amendments agreed to by both parties and/or authorized by the Martin County Mosquito Control District. Such alterations and amendments shall be inserted into the PAMP and the final revised document shall be recorded by the Martin County Clerk of Courts. The revised PAMP will be labeled with the appropriate O.R. Book and Page Number. Three copies of the revised document shall be provided to the Martin County Environmental Planning Administrator within thirty (30) days of the Recording date.

2.0 ENVIRONMENTAL ASSESSMENT/ SITE HISTORY & CONDITIONS

The Florida Oceanographic Society executed a 99-year lease with Martin County in 1985 for approximately 44 acres of property located between SR-A1A and the Indian River Lagoon, across from Stuart Beach and the Elliott Museum on Hutchinson Island. The original lease identified approximately 4 acres of development area along the SR-A1A frontage and approximately 6 acres of restoration area including mangrove enhancement areas, coastal uplands and the existing manmade gamefish lagoon. The restoration areas are within a South Florida Water Management District (SFWMD) Conservation Easement by way of Permit No. 43-00891-P, Appl. No. 010808-3 that was issued in 2002. The balance of the 44-acre site primarily consists of mangrove swamp with small outcroppings of coastal hammocks.

In 2004, the lease was amended to include approximately 17 additional acres of mangrove preserve and coastal hammock located to the north between the Publix Shopping Center and the Indian River Lagoon (See Parcel A on enclosed Aerial Map). This PAMP and the responsibilities for maintaining this additional area supersedes the "Publix" PAMP which is designated in Martin County file records as NPA120070089. As part of the Galleon on the River PUD special conditions, an additional 30 acres (+/-) of additional mangrove swamp is pending (See Parcel B) conveyance to Martin County and will be added as an addition to the lease when management of the preserve area is completed by the developer in accordance with the approved Galleon on the River PAMP.

By way of various permits issued by the South Florida Water Management District (see Section 2.5 below), Martin County Engineering has used portions of the site as mitigation for various road construction projects. These areas have been enhanced with native wetland and upland plantings and are located within the existing SFWMD Conservation Easements.

The Conservation Easements and Preserve Areas are managed by the Florida Oceanographic Society and Martin County Mosquito Control District in a manner that controls mosquito breeding and restores/enhances the existing native habitats by managing tidal wetland hydrology and maintaining the areas free of exotic plants. Uses and work authorized and performed by the Mosquito Control District, which include construction, operation and maintenance of various pump systems and control structures, are exempt from this PAMP.

2.1 Location- As shown on the enclosed Location Map and Aerials, Parcels A and B are located along the Indian River Lagoon and total approximately 75 acres of contiguous coastal uplands and mangrove swamp.

2.2 Soils- The following soils were found to be present within the preserve areas on the site;

#50-Okeelanta variant muck - This soil type occupies the majority of the mangrove swamp. It is a poorly drained soil type found in tidal mangrove swamps along the Indian River Lagoon. The soil is flooded by high tides daily or seasonally, and during storm events. The water table is within a depth of 10 inches at all other times. All areas of this soil type are in natural vegetation of red and black mangrove trees, with scattered areas of white mangroves in places. Open areas in the mangrove may be covered with glasswort, bushy sea-oxeye, saltbush and other salt tolerant plants.

#28-Canaveral sand, 0 to 5% slopes - This nearly level to gently sloping soil type is somewhat poorly drained and typically found on side slopes bordering mangrove swamps. Under natural conditions, the water table is at a depth of 10 to 40 inches for 2 to 6 months. Natural vegetation consists of cabbage palm, stopper, gumbo limbo and a sparse groundcover of grasses and sedges.

2.3 Previous Impacts - The mangrove swamp and coastal hammock habitat on site have been impacted by mosquito control activities that began in this part of the State in the 1950's and 60's. The mosquito control activities included the construction of ditches, berms and dikes that allowed the tidal waters to be controlled by pumps that impounded the mangrove swamps to prevent the salt marsh mosquitoes from breeding. The berms and dikes created opportunities for exotic plant infestations, particularly Australian pines and Brazilian pepper trees.

2.4 Exotic Vegetation - Since 1996, when the Coastal Science Center site plan was approved and the "Frances Langford Welcome Center" opened its doors, the Florida Oceanographic Society (FOS), through its staff and volunteers, have logged in thousands of hours removing exotic plants, recruiting native plants and maintaining the preserve areas and development areas free of exotic plant infestations. This includes approximately 6 acres of Brazilian pepper-infested impoundment ditches that were restored to mangrove wetlands and coastal upland habitat.

2.5 Agency Correspondence - The existing site improvements constructed by FOS were originally authorized by South Florida Water Management District Permit (SFWMD) No. 42-00891-P issued in 1996. Several applications for permit modifications have been authorized since that time and are summarized as follows:

<u>Appl. No.</u>	<u>Approval Date</u>	<u>Permit Type</u>	<u>Description</u>
950921-2-D	7-11-96	ERP Constr/Operation	FOS science center, mitigation/restoration
960829-8	10-18-96	ERP Compliance Mod.	County Road A1A, Jefferson Street to Cove Road
010601-26	6-1-01	Permit Extension	FOS coastal center, mitigation/restoration
010724-11	7-26-01	ERP Compliance Mod.	FOS coastal center, mitigation/restoration
010808-3	2-14-02	Constr/Operation Mod.	FOS coastal center construction
030318-12	11-10-03	ERP Gen. Permit Mod.	Martin Co. estuarine mitigation
040804-12	8-27-04	ERP Compliance Mod.	Martin Co. estuarine mitigation
190401-10	7-11-19	ERP Mod.	Eco-Center building, CE release/addition

These permits created Conservation Easements (CE) deeded to SFWMD that required enhancement and restoration and management of native upland and wetland habitat, which have been incorporated into this plan. As per the SFWMD Permit No. 42-00891-P that has been amended in accordance with Appl. No. 190401-10 (enclosed as an Appendix to this plan), the proposed construction of the Ocean Eco-Center Science building required the impact/release of approximately 1,156 square feet (sf) of restored coastal uplands within the CE. The impacted area was compensated by the addition of approximately 1,723 sf of similar type coastal uplands and 275 sf of mangrove wetlands.

3.0 IDENTIFICATION OF PRESERVE AREAS

- 3.1 Site Plan - All Preserve Areas, rights-of-way and easements are shown on the Florida Oceanographic Society (FOS) Preserve Exhibit and the Florida Oceanographic Coastal Center Revised Final Site Plan, a copy of which is included in this Plan. The Preserve Exhibit identifies all the preserve areas managed by FOS and the existing uses authorized within the preserve areas including but not limited to nature trails, service roads, shellfish hatchery, Native Indian exhibit, and various education pavilions.**
- 3.2 Legal Recording - The Preserve Exhibit and Revised Final Site Plan will be recorded with the PAMP by the Martin County Clerk of Courts. The Preserve Exhibit, Site Plan and the PAMP will be labeled with the appropriate O.R. Book and Page Number and copies of each recorded document will be provided to the Martin County Environmental Planning Administrator within thirty (30) days of the Recording date.**

4.0 SURVEYING, MARKING AND BARRICADING REQUIREMENTS

During the clearing and construction phases of the project, Preserve Area boundaries will be marked by physical barriers. No plant material will be removed from the Preserve Areas to facilitate surveying, fencing or soil boring/sampling without prior permission from the Martin County Environmental Planning Administrator.

- 4.1 Preserve Area Surveying Requirements -Map coordinates of each Preserve Area will be provided to the Martin County Environmental Planning Administrator, in a form compatible for use in the County's GIS mapping system.**
- 4.2 Barricading Requirements - Prior to clearing, the developer will ensure that all Preserve Areas are protected with physical barriers during all clearing and construction activities in accordance with the following guidelines. Barricades will be inspected by County Environmental Division staff prior to work approval. Removal of the barricade materials will be done upon issuance of the final Certificate of Occupancy with authorization from appropriate County staff.**

Barricades will be high-visibility orange safety fence extending from the ground to a height of at least 4 feet. Barricades will not be attached to vegetation.

All barricades and turbidity screens will be upright and maintained intact for the duration of construction.

All native vegetation not slated for removal as part of the development plans will be retained in their undisturbed state and will be barricaded at or outside the dripline of the trees.

Cut or fill will meet existing grade without encroaching into Preserve Areas.

Wetlands will be protected from possible surface water and sediment runoff by the placement of silt screens, hay bales or other turbidity control measures, at or beyond the delineation line prior to any land clearing or construction.

It is the responsibility of the Florida Oceanographic Society and/or Martin County to inform all contractors of Preserve Area Marking and Barricading Requirements. Failure to comply with these Marking and Barricading Requirements will be considered a violation of the Site Plan approval.

5.0 USE OF PRESERVE AREAS

5.1 Activities Allowed In Preserve Areas – Low impact recreational activities, such as walking, bird watching, and activities that promote the general education and enjoyment of the outdoors are permitted within the preserve area and conservation easements. Existing boardwalks, service roads, exhibit areas, aquaculture projects, educational signs, pedestrian paths and other improvements constructed by the Florida Oceanographic Society and/or Martin County shall continue to be allowed and maintained. All uses and works authorized and performed by the Martin County Mosquito Control District including construction, operation and maintenance of control structures and pumps to manage mosquito breeding are exempt from this PAMP.

5.2 Activities Prohibited In Preserve Areas - Activities prohibited in Preserve Areas or conservation easements within Preserve Areas include, but are not limited to: new construction or placing of building materials on or above the ground; dumping or placing soil or other substances such as garbage, trash, and cuttings; removal or destruction of native trees, shrubs or other native vegetation; excavation, dredging or removal of soil materials; diking or fencing; new vehicular traffic including use by non-motorized vehicles, recreational vehicles and off-road vehicles; permanent irrigation; trimming, pruning, or fertilization; and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife conservation and preservation. All uses and works authorized and performed by the Martin County Mosquito Control District including construction, operation and maintenance of control structures and pumps to manage mosquito breeding are exempt from this PAMP.

No hazardous material other than fuel for refueling on-site heavy equipment will be stored during the construction phases. On-site fuel tanks shall not be located within twenty-five (25) feet of any Preserve Areas and shall be removed upon completion of construction work.

Buildings proposed to be located adjacent to Preserve Areas shall be set back a minimum of ten (10) feet to allow for construction and maintenance without encroaching into the Preserve Area. All other structures (e.g. pools, sheds, decks, fences) shall be set back a minimum of five (5) feet from the Preserve Area boundary.

Development activities such as the construction of building pads for associated structures, swales, or culverts for surface water management shall not alter the hydrology of adjacent Preserve Areas. Nor shall any activities increase non-point source pollution in Preserve Areas.

6.0 RESTORATION AND MAINTENANCE ACTIVITIES

Except for approved restoration and maintenance activities, Preserve Areas will be left undisturbed. All maintenance of Preserve Areas will be in accordance with this PAMP. Maintenance and management activities will be performed by or under the supervision of a

qualified environmental professional and must be approved by the Martin County Environmental Planning Administrator. The following restoration and maintenance activities may be allowed within Preserve Areas with prior written approval from the Environmental Planning Administrator: exotic plant removal, revegetation or planting native vegetation, and removal of dead, diseased, or safety hazard plant material. All works authorized and performed by the Martin County Mosquito Control District are exempt from this PAMP.

- 6.1 **Exotic Vegetation Removal** – Exotic vegetation shall be removed from Preserve Areas by the least ecologically-damaging method available. Such methods include hand pulling, hand spading, cutting with hand or chain saws and in-situ treatment with appropriate herbicides. Where there are dense concentrations of exotic vegetation, specialized heavy equipment shall be utilized to augment the removal of large stands of undesirable vegetative material. Heavy equipment shall not be used in sensitive areas where their presence may damage desirable native plant species. No debris, including dead plants, plant clippings or wood scraps, shall be allowed in Preserve Areas. In addition, all dead plant material and exotic plant debris removed from Preserve Areas shall be disposed of in a County-approved recycling facility.
- 6.2 **Revegetation** – Preserve Areas left substantially void of native plant materials due to the removal of exotic vegetation shall be revegetated with appropriate native plant species pursuant to a plan approved by the Martin County Environmental Administrator.
- 6.3 **Vegetation Removal** - Dead or diseased plant material shall be removed from Preserve Areas upon approval by the Martin County Environmental Planning Administrator. Revegetation may be required for any removed plant material. No debris, including dead plants, plant clippings or wood scraps, shall be allowed in Preserve Areas. All dead plant material and debris removed from Preserve Areas shall be disposed of in a County-approved recycling facility.
- 6.4 **Hydrology** - Previous or potential drainage impacts will be corrected to the extent technically feasible. Water quality and the rate, timing, and volume of run-off shall recreate natural conditions for the benefit of onsite wetlands and other water bodies. Wetlands and water bodies on adjacent properties shall be protected from adverse impacts.
- 6.5 **Proposed Impacts** - As per the SFWMD Permit No. 42-00891-P that has been amended in accordance with Appl. No. 190401-10 (enclosed as an Appendix to this plan), the proposed construction of the Ocean Eco-Center Science building required the impact/release of approximately 1,156 square feet (sf) of restored coastal uplands within the South Florida Water Management District (CE). The impacted area was compensated by the addition of approximately 1,723 sf of similar type coastal uplands and 275 sf of mangrove wetlands as identified on the Florida Oceanographic Coastal Center Revised Final Site Plan.

7.0 PROTECTIVE MEASURES FOR LISTED SPECIES

- 7.1 **Gopher Tortoises** – No gopher tortoises, burrows or other listed species are located within the area to be impacted by the construction of the Ocean Eco-Center Science building.

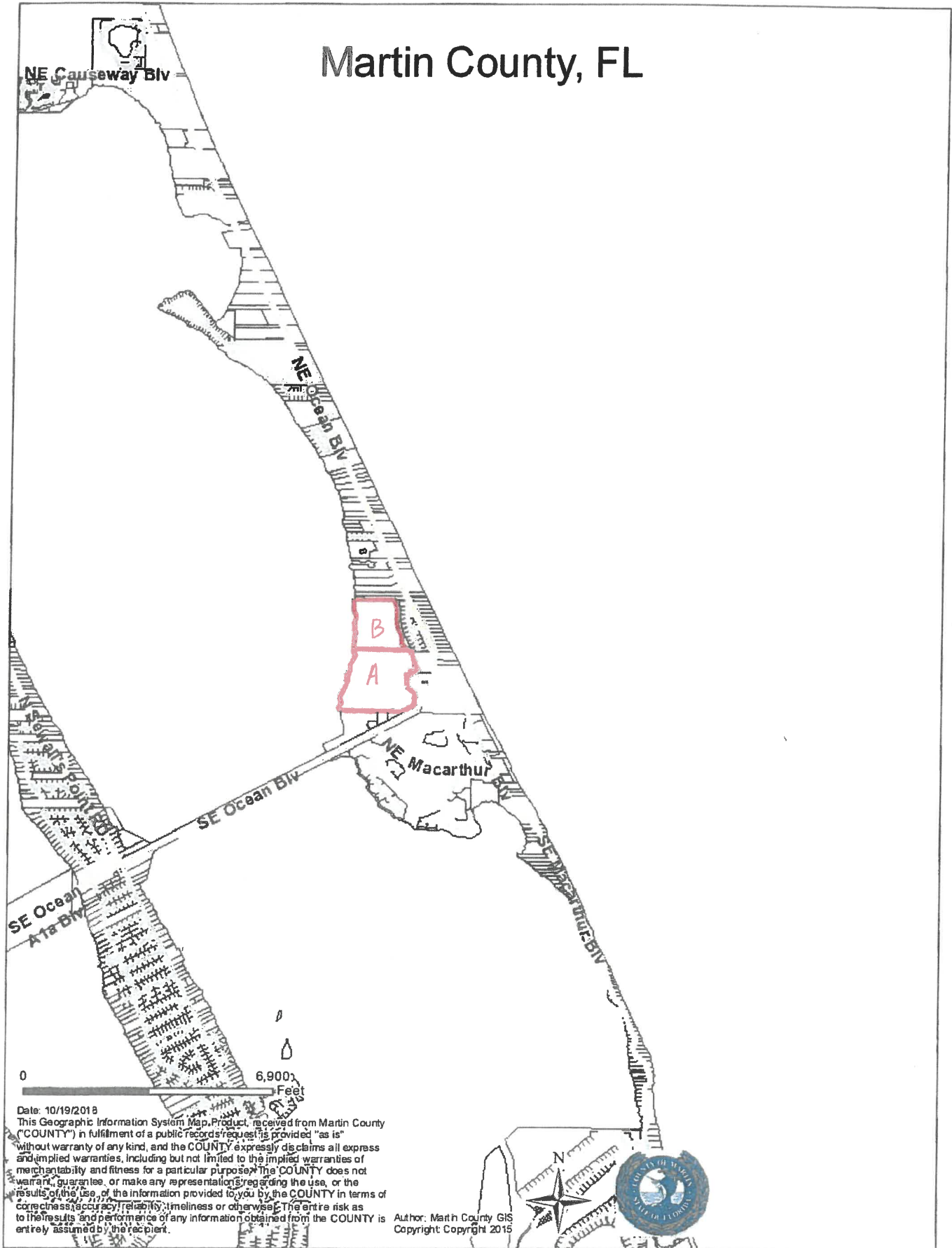
In Florida, gopher tortoises are protected as a “Threatened Species”. Under Florida law, no person may take, possess, transport or sell a Threatened Species. No land clearing or

construction shall occur until all tortoises which will be impacted are relocated to upland preservation areas or off-site receiver areas as permitted by the Florida Fish and Wildlife Conservation Commission (FFWCC). A gopher tortoise agent registered with the FFWCC will supervise clearing in the areas of the gopher tortoise burrows. Tortoises inhabiting burrows in areas to be developed will be captured and relocated following guidelines set forth below. Tortoise burrows may be bucket trapped or excavated using methodology approved by the Florida Fish and Wildlife Conservation Commission and conducted by an authorized gopher tortoise agent possessing a valid relocation permit. During clearing and grubbing operations, equipment operators will be notified of the occurrence of gopher tortoises on-site and instructed to observe for roaming and foraging individuals. Should gopher tortoises be seen during the clearing and grubbing, all equipment operations will be stopped, and the gopher tortoises will be captured and relocated into a Preserve Area of the project away from the immediate clearing activities. Once the tortoise(s) have been safely relocated to a Preserve Area and restrained by tortoise fencing, equipment operation can resume.

- 7.2 Endemic Species - All gopher tortoise relocation efforts will include trapping of endangered endemic species that may live in the burrow. These endemic species include but are not limited to the Florida mouse (*Peromyscus floridana*), gopher frog (*Rana aerolata*) and Eastern indigo snake (*Drymarchon corias couperi*).
- 7.3 Relocation of Tortoises - If the number of tortoises exceeds the carrying capacity of the remaining natural area, the Martin County Environmental Planning Administrator will be notified and will be provided with a copy of the Gopher Tortoise Relocation Permit from the Florida Fish and Wildlife Conservation Commission. All relocations shall be carried out by a gopher tortoise agent licensed for gopher tortoise relocations. The responsible party shall have access to literature pertaining to gopher tortoise preservation and shall be encouraged to preserve additional areas and to landscape with native vegetation.

MAPS
&
AERIALS

Martin County, FL



Date: 10/19/2013

This Geographic Information System Map Product, received from Martin County ("COUNTY") in fulfillment of a public records request, is provided "as is"

without warranty of any kind, and the COUNTY expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The COUNTY does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the information provided to you by the COUNTY in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the COUNTY is entirely assumed by the recipient.

Author: Martin County GIS
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Martin County, FL



Date: 10/19/2018

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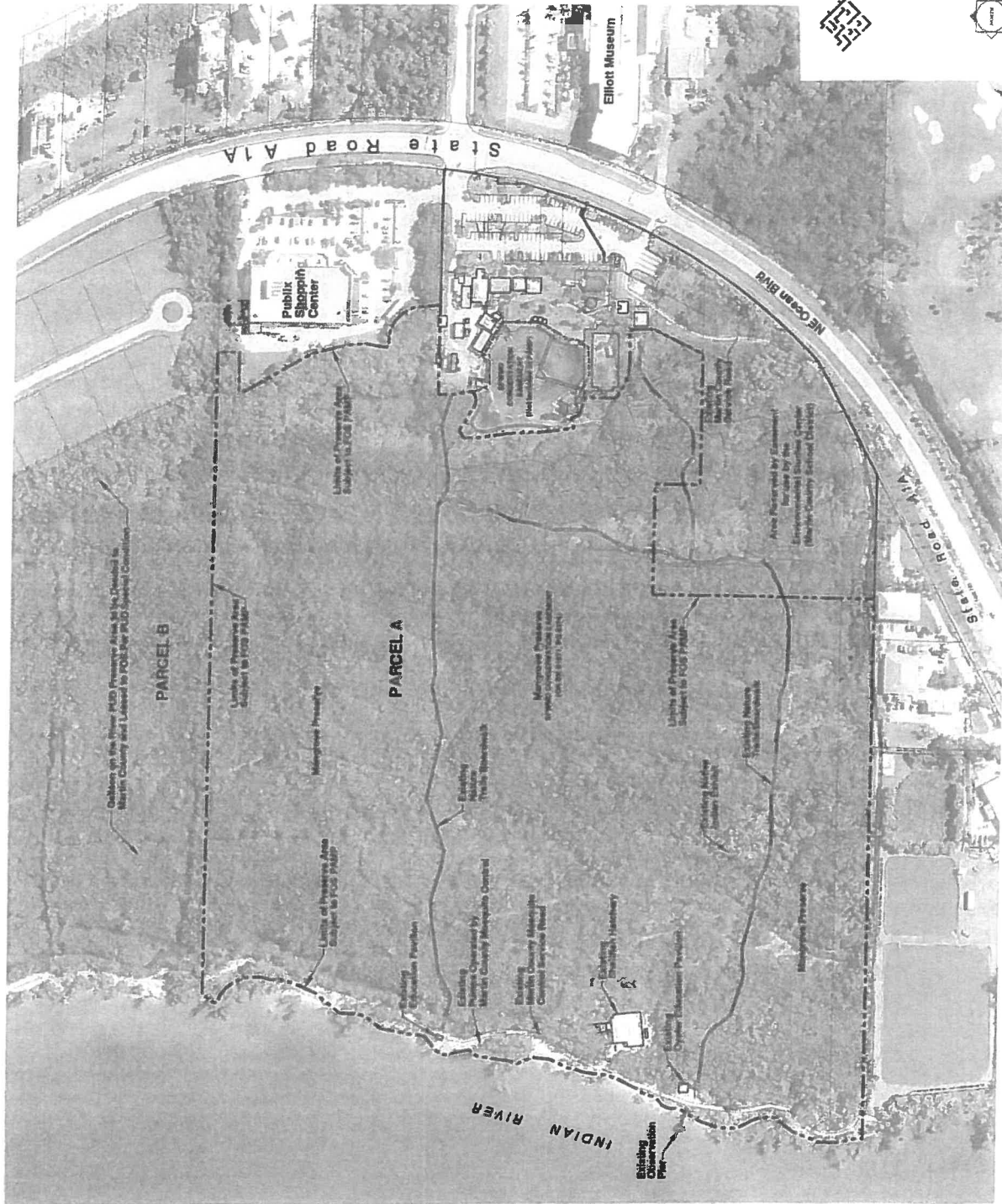
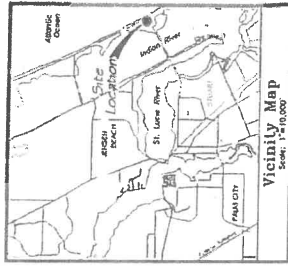
Martin County, FL



Date: 10/19/2018

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Author: Martin County GIS
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----- Limits of Preserve Area
 Managed by Martin County Mosquito Control and
 Florida Oceanographic Society (FOS)
 By way of Lease Agreement with
 Martin County Board of County Commissioners.

Lucido & Associates

Land Planning / Landscape Architecture

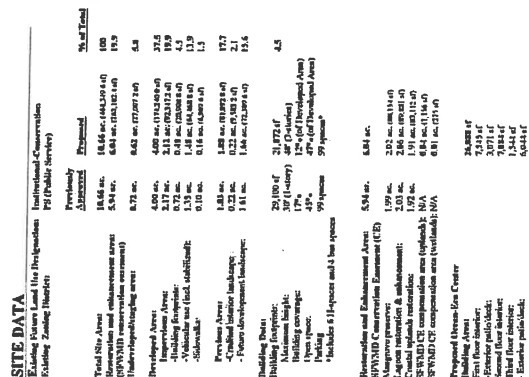
1000 Highway 1, Suite 200, Fort Pierce, Florida 34949
 Tel: (888) 232-2100, Fax: (888) 232-2100
 100 Highway 1, Suite 200, Fort Pierce, Florida 34949
 Tel: (888) 232-2100, Fax: (888) 232-2100

Florida Oceanographic Society

Martin County, Florida

Preserve Area Exhibit





Note: The existing temporary trailers will be removed/retitled within 90 days of obtaining a Certificate of Occupancy for the proposed Queen Elizabeth science building. The proposed splash pad and amphitheater pad will be entitled by a future building permit application or an amendment to the site plan if necessary.

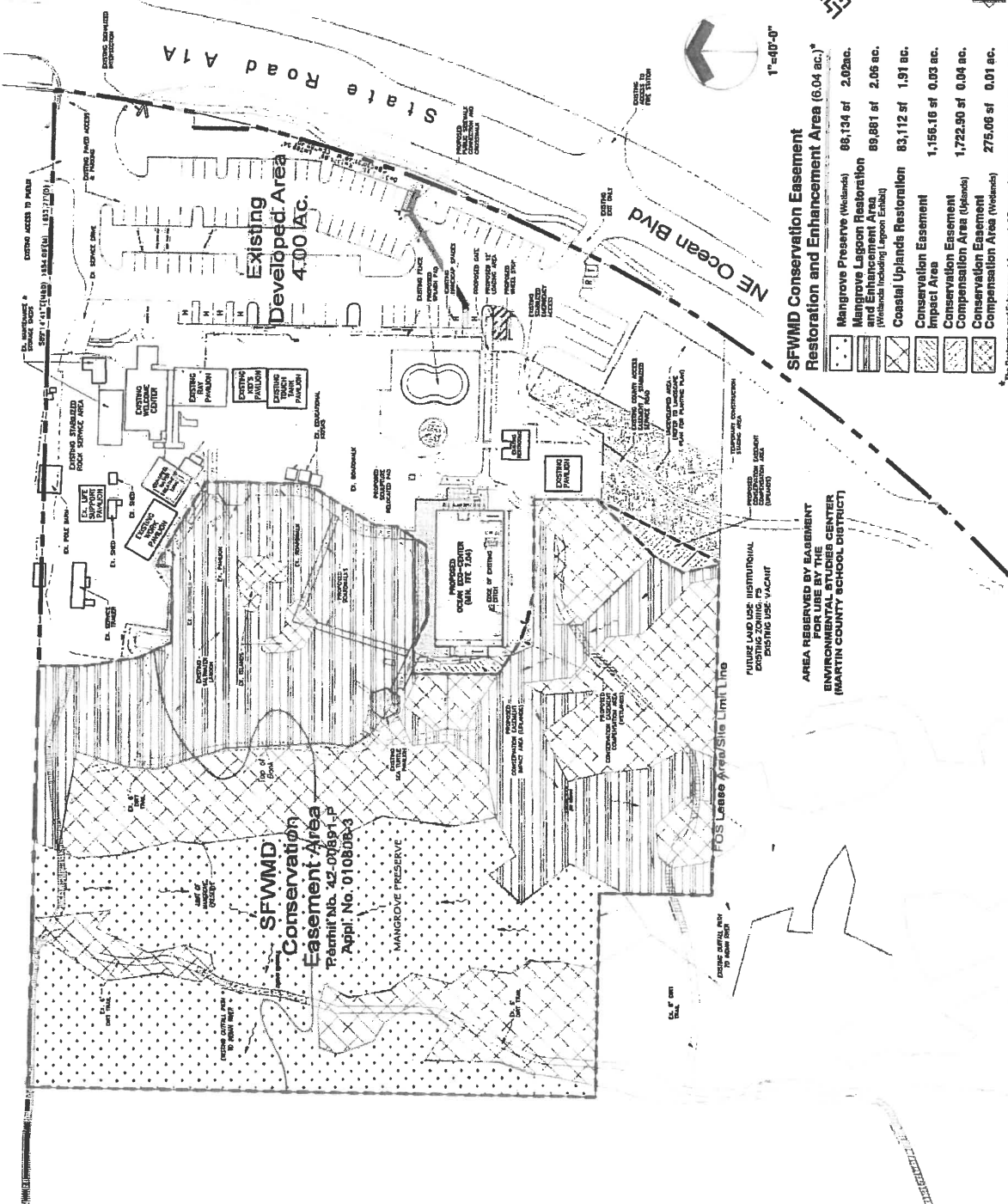
Lucido & Associates
Land Planning / Landscape Architecture

Florida Oceanographic Coastal Center
Martin County, Florida

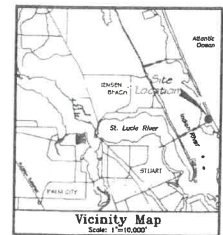
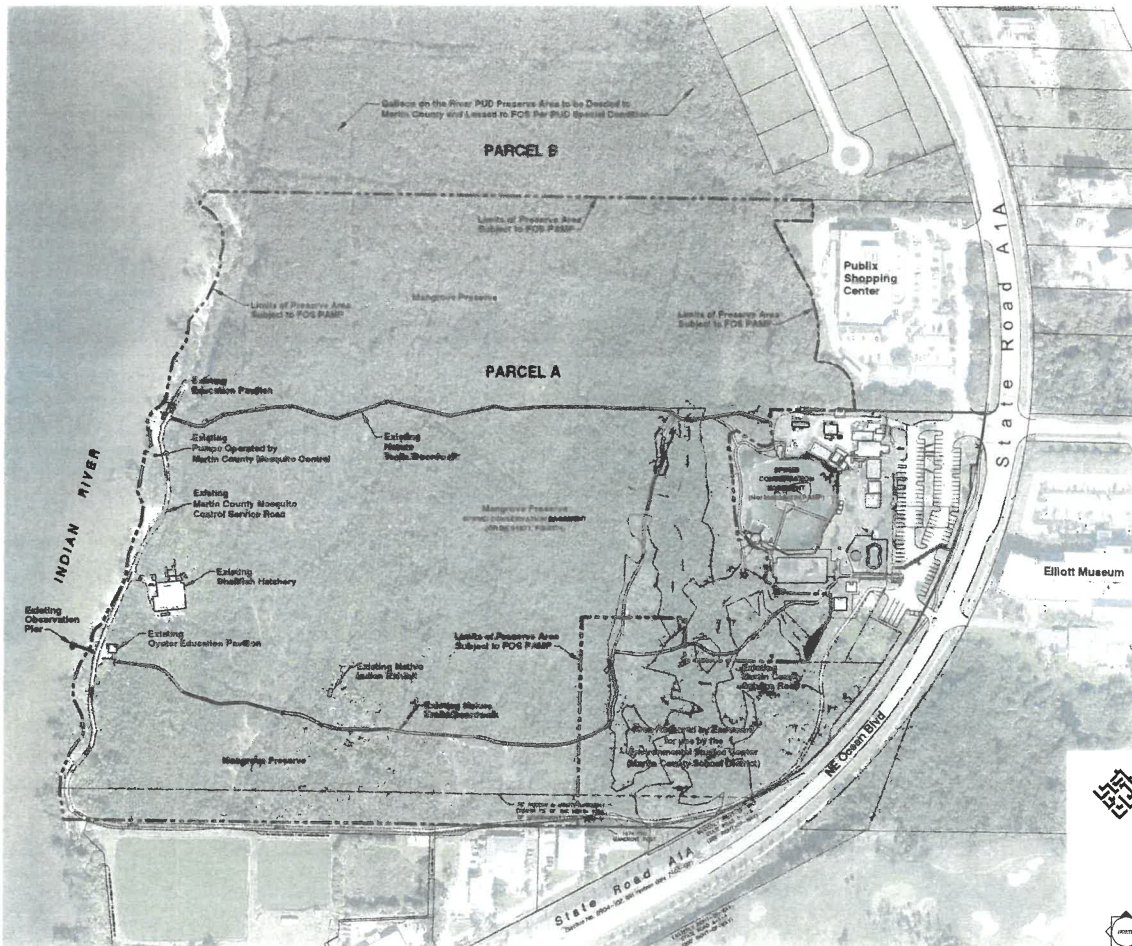
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Revised Final Site Plan

[Faint handwritten notes at bottom edge]



The Restoration and Enhancement Areas and all Preserve Areas within the SPWMD Conservation Easement shall be maintained by The Florida Oceanographic Society in any of a 10-year Assessment with Marine Council.



DEV2018080011
RECORD NUMBER

APPROVED BY:
Sharon McEntally

--- Limits of Preserve Area
Managed by Martin County Mosquito Control and
Florida Oceanographic Society (FOS)
by way of Lease Agreement with
Martin County Board of County Commissioners.



Lucido & Associates

Land Planning / Landscape Architecture

323 Georgia Avenue, Stuart, Florida 34994 (888) 325-3100, Fax (888) 223-0210
100 Avenue of the Stars, Fort Myers, Florida 34906 (941) 487-1101, Fax (941) 487-1302
500 Highland Avenue, Orlando, Florida 32805 (407) 839-3701, Fax (407) 872-0888

Florida Oceanographic Society
Martin County, Florida

Preserve Area Exhibit



Scale: 1" = 100'
0 30 120
Feet
0 30 120
Meters

Copyright © 2019
All Rights Reserved
Sharon McEntally

**2nd AMENDMENT TO LEASE AGREEMENT
BETWEEN
THE FLORIDA OCEANOGRAPHIC SOCIETY, INC.
AND
MARTIN COUNTY, FLORIDA**

THIS SECOND LEASE AMENDMENT is made this 21st day of April, 2003⁴, by and between Martin County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and Florida Oceanographic Society, 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 "LESSEE".

BACKGROUND

1. A Lease was entered into on November 5, 1985, between the COUNTY and the LESSEE. a copy of such original Lease and corresponding Exhibits are attached hereto and incorporated herein as **EXHIBIT "A"**. Such Lease was amended by an Amendment to Lease Agreement on March 9, 1993, which reconfigured the leasehold interest.

2. The COUNTY has taken title to property adjacent to the leasehold premises. The legal description for such property is attached hereto and incorporated herein as **EXHIBIT "B"**.

3. The LESSEE has asked to include the above referred property in its leasehold interest so that it may continue to restore and enhance the wetland value of the property.

WHEREAS, the COUNTY and LESSEE agree that the addition of the property described in EXHIBIT "B", to the leasehold is in the best interest of the citizens of Martin County.

NOW, THEREFORE, the COUNTY and LESSEE, hereby agree that the original lease is amended as follows:

1. Property: Paragraph 1 of the original lease is hereby amended to include a parcel of property located in Martin County, Florida, more particularly described in EXHIBIT "B" as an addition to the leased premises described in the original and amended Lease. The attached legal description, EXHIBIT "B", adds to the property currently under lease to Florida Oceanographic Society and other interrelated property designated by the COUNTY.

2. LESSEE agrees to comply with and perform all requirements contained in The Preserve Area Maintenance Plan (PAMP) for the property described in EXHIBIT "B". A copy of such PAMP is attached hereto and incorporated herein as EXHIBIT "C".

3. LESSEE hereby grants to the COUNTY an "easement location at the County's sole discretion" over the subject property for any governmental purpose including, but not limited to stormwater management, mosquito control, utility lines, as well as ingress and egress for repairs and maintenance of such use.

4. Except as expressly herein modified, all of the terms and conditions of the original Lease Agreement, amended on March 9, 1993, including the original lease term will remain in full force and effect.

5. Effective Date: This effective date of this agreement shall be the ____ day of _____, 2003.

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

EXECUTED by LESSEE this 19th day of December, 2003.

FLORIDA OCEANOGRAPHIC SOCIETY,
INC., a Florida not-for-profit corporation

BY: Bill Whittaker
BILL WHITTAKER, PRESIDENT

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 19 day of December, 2003, by Bill Whittaker of the Florida Oceanographic Society, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced a valid drivers license.

Shirley A Riall
NOTARY PUBLIC

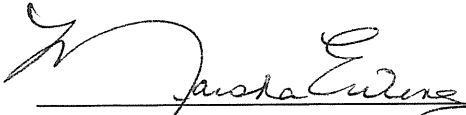


Shirley A Riall
My Commission DD033311
Expires September 28, 2005

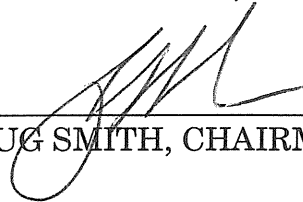
EXECUTED by the COUNTY this 16th day of December, 2003.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA



MARSHA EWING, CLERK

BY: 

DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS

BY: 

STEPHEN FRY, COUNTY ATTORNEY

EXHIBIT "A"

Original Lease and the 1st Amendment to the Lease
between Martin County and The Florida Oceanographic
Society, Inc..

EXHIBIT "A" TO THAT CERTAIN LEASE AGREEMENT
BETWEEN MARTIN COUNTY, LESSOR AND FLORIDA
OCEANOGRAPHIC SOCIETY, INC., LESSEE

LEGAL DESCRIPTION OF PROPERTY BEING LEASED; Parcel "A":

That portion of the North 925.00 feet of Government Lots 3 and 4 lying West of State Road A-1-A, located in Section 31, Township 37 South, Range 42 East, Martin County, Florida.

Together with and including an easement for access and utilities over and across the South 75.00 feet of North 1000.00 feet of said Government Lot 3 and over and across that parcel of land being 75.00 feet in width lying North of and adjoining a line commencing at the West line of said Government Lot 4 and running Easterly along the South line of the north 1000.00 feet of said Government Lot 4 to the intersection with the Westerly right-of-way line of State Road A-1-A; thence, along said right-of-way line to the intersection with the Westerly boundary of an existing mangrove slough and the termination of said easement.

Less and excepting Lots 20 and 21, Block 3, and Lots 16 and 17, Block 4 Ocean Side Park Subdivision as recorded in Plat Book 1, Page 6, Public Records of Martin County, Florida and now vacated, and subject to an easement for ingress and egress to Lots 16 and 17, Block 4 of the Plat of Ocean Side Park, now vacated, and less and excepting also a parcel of land which is under separate lease to the School Board of Martin County, Florida (herein referred to as Parcel "B") being a portion of the North 925.00 feet of Government Lots 3 and 4 lying West of State Road A-1-A, located in Section 31, Township 37 South, Range 42 East, Martin County, Florida. Said parcel being more particularly described as follows:

Commence at a point of intersection of the North line of Government Lot 4 and the Westerly right-of-way line of State Road A-1-A; thence West along the North line of Government Lot 4, a distance of 890.00 feet to the Northwest corner of Government Lot 4; thence, West along the North line of Government Lot 3 a distance of 70.00 feet to the POINT-OF-BEGINNING; thence, South perpendicular to the North line of Government Lot 3, a distance of 925.00 feet; thence East along a line 925.00 feet South and parallel to the North line of Government Lots 3 and 4 a distance of 260.00 feet to a point of intersection with a line 75.00 feet Westerly of and parallel to the Westerly right-of-way line of State Road A-1-A; thence, Northeasterly along said parallel line a distance of 120.00 feet to a point of intersection with the Westerly boundary of an existing mangrove slough; thence, meander Northwesterly along the Westerly boundary of said existing mangrove slough to a point of intersection with the North line of Government Lot 4, thence, West along the North line of Government Lot 4, a distance of 160.00 feet to the Northwest corner of Government Lot 4; thence West along the North line of Government Lot 3, a distance of 70.00 feet to the POINT-OF-BEGINNING.

GOV. LOT 1

P.O.B.

670

53.53

MANURE FORFEIT

MANGROVE FOREST

INGROVE SLOUGH

PARCEL A

PARCEL A

GOV. LOT 3

Gov. LOT 4

SP A-1-A

ELLIOTT MUSEUM

INDIAN RIVER PLANTATION

INDIAN RIVER PLANTATION

OCT 25 1985

FRUIT NAME

SKETCH OF LEGAL DESCRIPTION

Scale

1. 200

7 10 11

Design

Sheet

9.

PHOTO BOOK

Pg.

REVISIONS

AMENDMENT TO LEASE AGREEMENT
BETWEEN
THE FLORIDA OCEANOGRAPHIC SOCIETY, INC.
AND
MARTIN COUNTY, FLORIDA

WHEREAS a lease was entered into on the 5th day of November, 1985, between Martin County, a political subdivision of the State of Florida, hereinafter referred to as the LESSOR, and the Florida Oceanographic Society, Inc., (FOS), 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. See Exhibit "B" for a copy of the original Lease, and corresponding Exhibits.

WHEREAS, it is the desire of the Florida Oceanographic Society, Inc. to reconfigure its leasehold interest to accommodate an appropriate site plan for proposed improvements; and

WHEREAS, the School Board of Martin County, Florida, has no objection to the reconfiguration; and

WHEREAS, the Florida Oceanographic ~~Institute~~ and the County are in agreement with the reconfiguration of the leasehold and seek to provide facilities that will provide a public benefit.

NOW THEREFORE, LESSOR and LESSEE hereby agree that the original lease is amended as follows:

1. Property: Paragraph 1 of the original lease is amended as follows: LESSOR leases the land located in Martin County, Florida, more particularly described in Exhibit "A", attached hereto and incorporated herein and referenced as Parcel A. The attached legal description (Exhibit A) reconfigures the property currently under lease to FOS and other interrelated property designated by LESSOR

for use by the School Board of Martin County, Florida, and referred to as an out parcel. This legal description replaces the legal description for the original lease agreement and becomes the property subject to this lease and is referenced as Exhibit A.

2. Special Provision: Paragraph 9. Add the following statements: This use includes, but is not limited to, access to sanitary and parking facilities located on LESSEE'S leased property. LESSEE also agrees to cooperate with LESSOR in providing for use of LESSEE'S parking facilities by the general public using Stuart Beach Park, when the LESSEE determines that parking is available on the leased premises.

3. Effective Date: This effective date of this agreement shall be March 9, 1993.

Except as expressly herein modified, all of the terms and conditions of the original Lease Agreement will remain in full force and effect.

In witness whereof, the parties have executed this Agreement on the dates indicated below.

EXECUTED by LESSOR this 17 day of March, 1993.

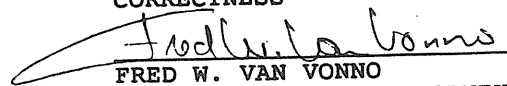
ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA


MARSHA STILLER, CLERK

By: 
JEFF KRAUSKOPF, CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS


FRED W. VAN VONNO
ASSISTANT COUNTY ATTORNEY

EXECUTED by LESSEE this 24th day of Feb, 1993.

FLORIDA OCEANOGRAPHIC SOCIETY,
INC., a Florida not-for-profit
corporation

By: Darryl J. Hatheway - Pres.
DARRYL J. HATHEWAY, PRESIDENT

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this
24th day of Feb, 1993, by Darryl J. Hatheway
of ~~Florida Oceanographic Society, Inc.~~ a Florida not for profit corporation, on behalf
of the corporation. He is personally known to me or has produced
_____ and did take an oath.

NOTARY PUBLIC

Madeline J. Gardner

My commission expires:

Notary Public
State of Florida at Large
My Commission Expires:
November 27, 1994

EXHIBIT "A" TO THAT CERTAIN LEASE AGREEMENT
BETWEEN MARTIN COUNTY, LESSOR AND FLORIDA
OCEANOGRAPHIC SOCIETY, INC., LESSEE

LEGAL DESCRIPTION OF PROPERTY BEING LEASED; Parcel "A":

That portion of the North 925.00 feet of Government Lots 3 and 4 lying West of State Road A-1-A, located in Section 31, Township 37 South, Range 42 East, Martin County, Florida.

Together with and including an easement for access and utilities over and across the South 75.00 feet of North 1000.00 feet of said Government Lots 3 and 4.

Less and excepting Lots 20 and 21, Block 3, and Lots 16 and 17, Block 4, Ocean Side Park Subdivision as recorded in Plat Book 1, Page 6, Public Records of Martin County, Florida and now vacated, and subject to an easement for ingress and egress to Lots 16 and 17, Block 4 of the Plat of Ocean Side Park, now vacated, and less and excepting also a parcel of land (herein referred to as Parcel "B"), which may be leased only to the School Board of Martin County for use by the Martin County Environmental Studies Center, said Parcel "B" being a portion of the North 925.00 feet of Government Lots 3 and 4 lying West of State Road A-1-A, located in Section 31, Township 37 South, Range 42 East, Martin County, Florida. Said parcel being more particularly described as follows:

Commence at a point of intersection of the North line of Government Lot 4 and the Westerly right-of-way line of State Road A-1-A; thence West along the North line of Government Lot 4, a distance of 890.00 feet to the Northwest corner of Government Lot 4; thence, West along the North line of Government Lot 3 a distance of 70.00 feet; thence, South perpendicular to the North line of Government Lot 3, a distance of 500.00 feet to the Point-of-Beginning; thence East along a line 500.00 feet South and parallel to the North line of Government Lots 3 and 4 a distance of 250.00 feet to a point; thence, South perpendicular to the North line of Government Lot 3, a distance of 100.00 feet; thence, East, parallel to the North line of Government Lot 4, to the Westerly right-of-way line of State Road A-1-A; thence Southwesterly along said right-of-way line, to a point of intersection with the South line of the North 925.00 feet of Government Lot 4; thence, West along said South line, a distance of 350.00 feet, more or less, to the East line of Government Lot 3; thence, continue West, along the South line of the North 925.00 feet of Government Lot 3, a distance of 70.00 feet; thence, North, a distance of 425.00 feet to the Point-of-Beginning.

Subject to an easement for access, utilities and reasonable use by the Florida Oceanographic Society, Inc.

INDIAN RIVER

GOV. LOT 2

GOV. LOT 1

MANGROVE FOREST

MANGROVE FOREST

MANGROVE SLOUGH

PARCEL A

PARCEL B

GOV. LOT 3

GOV. LOT 4

PARCEL C

PARCEL D

INDIAN RIVER PLANTATION

INDIAN RIVER PLANTATION

ELLIOTT MUSEUM

INDIAN RIVER PLANTATION

SKETCH OF LEGAL DESCRIPTION

OCT 25 1985

REVISIONS

PARCEL NAME

Scale	Area	Sheet	Field Book
1" = 20'	Acres	Of	Pg
Date	Drawn By	Drawn By	Work Order No
4/23/85			

Legal Description

Jurisdictional Parcel

Being a parcel of land lying within the South 500 feet of Government Lots 1 and 2, Section 31, Township 37 South, Range 42 East, Martin County, Florida and being more particularly described as follows:

Commence at the intersection of the South line of Government Lot 1 with the Westerly Right-of-Way line of State Road A-1-A (106' Right-of-Way, 53' on each side of the centerline); thence North 89°14'41" West along the South line of said Government Lots 1 and 2, a distance of 306.63 feet to a 75 foot offset and buffer line to the South Florida Water Management District jurisdictional line and the Point of Beginning of said Parcel; thence Northerly along said 75 foot offset line and buffer line through the following 11 courses: North 05°41'03" West, a distance of 48.81 feet; to a point of curvature concave to the Southwest having a radius of 75.00 feet, and a central angle of 82°02'45"; thence Northwesterly along the arc of said curve a distance of 107.40 feet to a point of tangency; thence North 87°43'48" West, a distance of 17.53 feet; thence North 15°30'03" West, a distance of 9.19 feet; thence North 10°45'53" East, a distance of 40.42 feet; thence North 01°31'20" West, a distance of 45.03 feet; thence North 14°25'40" West, a distance of 79.92 feet; thence North 29°18'51" West, a distance of 175.35 feet; thence North 01°18'07" West, a distance of 11.98 feet; thence South 89°14'41" East, a distance of 89.65 feet; thence North 00°46'16" East, a distance of 50.00 feet; to the North line of the South 500 feet of said Government Lots 1 and 2; thence North 89°14'41" West along the North line of the South 500 feet of said Government Lots 1 and 2, a distance of 1454.20 feet more or less to the Approximate Mean High Water Line of the Indian River; thence Southwesterly along the Approximate Mean High Water Line through the following 22 courses: South 35°21'27" West, a distance of 17.36 feet; thence South 38°42'19" West, a distance of 16.18 feet; thence South 13°50'50" East, a distance of 9.62 feet; thence South 75°11'19" East, a distance of 15.08 feet; thence South 52°28'28" East, a distance of 22.34 feet; thence South 35°36'34" East, a distance of 22.32 feet; thence South 28°48'35" East, a distance of 22.63 feet; thence South 03°19'36" East, a distance of 17.16 feet; thence South 02°01'49" East, a distance of 22.94 feet; thence South 17°47'52" West, a distance of 21.54 feet; thence South 03°37'00" East, a distance of 23.58 feet; thence South 21°26'28" West, a distance of 17.24 feet; thence South 06°58'09" West, a distance of 8.74 feet; thence South 24°22'58" West, a distance of 58.84 feet; thence South 40°42'10" West, a distance of 41.47 feet; thence South 39°14'43" West, a distance of 28.30 feet; thence South 03°28'56" West, a distance of 43.32 feet; thence South 21°49'58" West, a distance of 17.11 feet; thence South 38°08'41" West, a distance of 41.92 feet; thence South 10°44'50" West, a distance of 68.39 feet; thence South 04°05'30" West, a distance of 20.05 feet; thence South 15°33'37" West, a distance of 12.65 feet to the South line of said Government Lots 1 and 2; thence South 89°14'41" East along the South line of said Government Lots 1 and 2, a distance of 1653.77 feet, more or less, to the Point of Beginning.

Containing 16.98 acres, more or less.

EXHIBIT B

NO.	REVISIONS	DATE	BY

 INCORPORATED PROFESSIONAL SURVEYORS AND MAPPERS PALM CITY • 1800 S.W. MARTIN HWY. • SUITE 200-2002 P.O. BOX 1499 34901 CERTIFICATE OF AUTHORIZATION LB 0108

LEGAL DESCRIPTION FOR:			
Halvorson Real Estate Corp.			
MARTIN COUNTY, FLORIDA			
Scale:	Drawn:	File & Drawing No.	
N/A	4-14-98	99-1030-01-02	
Drawn By:	Checked:	Sheet	
J.A.S.	F.A.S.	1 of 4	

DM : GCY INC.

SURVEYOR'S NOTES:

- 1) This sketch and legal description is based on office information obtained from a boundary survey.
- 2) This legal description shall not be valid unless:
 - A) Provided in its entirety consisting of 4 sheets, with sheets 3 and 4 being the sketch of description.
 - B) Reproductions of the description and sketch are signed and sealed with an embossed surveyor's seal.
- 3) Bearings shown hereon are referenced to the South line of Government Lots 1 and 2, Section 31. Said line bears North 89°14'41" West.

CERTIFICATION

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

I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION OF THE PROPERTY SHOWN AND DESCRIBED HEREON WAS COMPLETED UNDER MY DIRECTION AND SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATE STATUTES. THE SKETCH AND DESCRIPTION IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE.

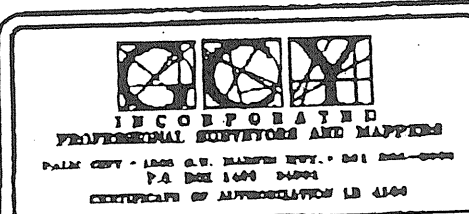
4-14-99

DATE OF SIGNATURE

Franklin A. Shuttis
 FRANKLIN A. SHUTTIS
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 2780

EXHIBIT B

NO.	REVISIONS	DATE	BY



LEGAL DESCRIPTION FOR: Holvorsen Real Estate Corp. WARTON COUNTY, FLORIDA		
Scale N/A	Date 4-14-99	File & Drawing No. 88-1030-01-02
Drawn By J.A.S.	Checked F.A.S.	Sheet 2 of 4

COM : GCY INC

PHONE NO. : 561 283 6174

Apr. 15 1999 09:02AM P4

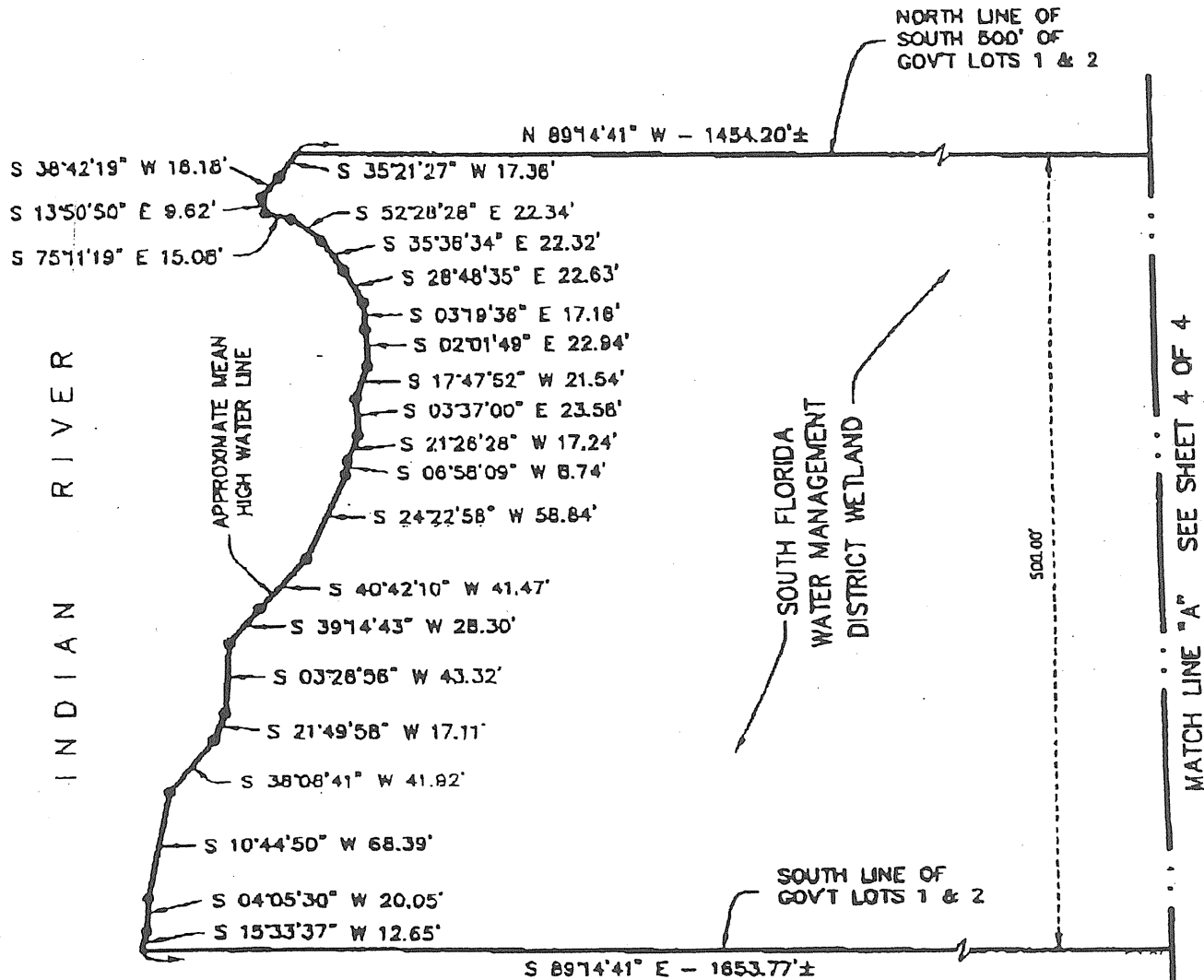


EXHIBIT B

NOTE:

This drawing does not represent a boundary survey and is based on office information only.



INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
PALM CITY - 1808 S.W. MAPLES BLVD. - 34912-2000
P.O. BOX 1400 34901
CERTIFICATE OF AUTHORIZATION LB 4100

SKETCH OF LEGAL DESCRIPTION FOR:
Halvorsen Real Estate Corp.
MARTIN COUNTY, FLORIDA

Scale 1"=100'	Date 4-14-99	File & Drawing No. 99-1030-01-02
Drawn By J.A.S.	Checked F.A.S.	Sheet 3 of 4

FROM : GCY INC

PHONE NO. : 561 283 6174

Apr. 15 1999 09:02AM P5

MATCH LINE "A" SEE SHEET 3 OF 4

500.00'

SOUTH FLORIDA
WATER MANAGEMENT
DISTRICT WETLAND

N 89°14'41" W

1454.20'±

NORTH LINE OF
SOUTH 500' OF
GOV'T LOTS 1 & 2

S 89°14'41" E - 377.12'

S 89°14'41" E
89.65'N 00°48'16" E
50.00'N 01°18'07" W
11.98'N 29°18'51" W
175.35'75' OFFSET LINE TO THE
SOUTH FLORIDA WATER
MANAGEMENT DISTRICT
JURISDICTIONAL LINE
AND BUFFER LINEN 14°25'40" W
79.92'N 01°31'20" W
45.03'N 10°45'53" E
40.42'N 15°30'03" W
8.19'N 87°43'48" W
17.53'D=82°02'45"
R=75.00'
L=107.40'SOUTH LINE OF
GOV'T LOTS 1 & 2N 05°41'03" W
48.81'

S 89°14'41" E

1653.77'±

POINT OF
BEGINNINGPOINT OF
COMMENCEMENTINTERSECTION SOUTH LINE
OF LOT 1 WITH WESTERLY
OF-WAY LINE OF
STATE ROAD A1A

D=20°57'24"

CB=S 04°02'18" E

R=1379.65'

L=504.82'

STATE ROAD A1A

EXHIBIT B**NOTE:**

This drawing does not represent
a boundary survey and is based
on office information only.



INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS

PAID COPY - 1000 D.V. MARKET ST. - 001 200-0003
P.O. BOX 1400 - 34901

CERTIFICATE OF AUTHORIZATION LD 4100

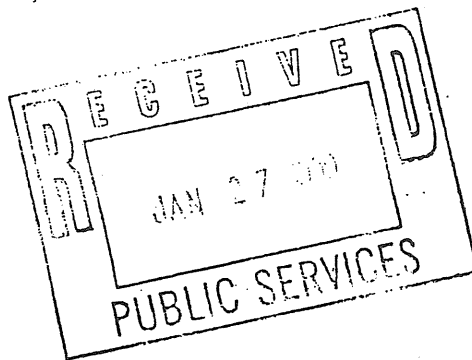
SKETCH OF LEGAL DESCRIPTION FOR:
Halvorsen Real Estate Corp.
MARTIN COUNTY, FLORIDA

Scale:
1"=100'
Drawn By
J.A.S.

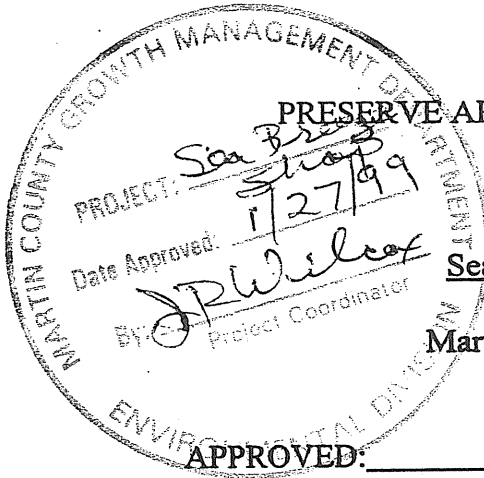
Date:
4-14-99
Checked
F.A.S.

File & Drawing No.
99-1030-01-02
Sheet
4 of 4

NO.	REVISIONS	DATE	BY



RECEIVED
JAN 27 1999
GROWTH MGMT. DEPT



FINAL
PRESERVE AREA MANAGEMENT PLAN

FOR

Sea Breeze Shoppes (LPUB21X)

Martin County, Florida

APPROVED: _____

The following Preserve Area Management Plan (PAMP) has been provided by the developer of Sea Breeze Shoppes and approved by Martin County. This Preserve Area Management Plan is required, pursuant to the Coastal Management Element and Conservation and Open Space Element of the Martin County Comprehensive Growth Management Plan, whenever upland or wetland areas are found on a site proposed for development. Violation of the protective provisions of this plan or failure to manage Preserve Areas as directed in this plan may result in civil or administrative enforcement proceedings against the responsible person, corporation, association or other entity. Violations may result in the imposition of fines, restoration, mitigation, or other injunctive orders.

This document is divided into two parts. Part I outlines the responsibilities of the developer. It includes the delineation of upland and wetland areas required to be set aside pursuant to the Coastal Management Element and Conservation and Open Space Element of the Martin County Comprehensive Growth Management Plan. Part II outlines the maintenance responsibilities of Sea Breeze Shoppes or other responsible entity.

**PART I - RESPONSIBILITIES OF
HALVORSEN DEVELOPMENT, DEVELOPER**

- 1.0 GENERAL**
- 2.0 ENVIRONMENTAL ASSESSMENT**
- 3.0 DELINEATION OF PRESERVE AREAS**
- 4.0 SURVEY AND BARRICADING REQUIREMENTS**
- 5.0 PROHIBITED ACTIVITIES**
- 6.0 RESTORATION AND MANAGEMENT ACTIVITIES**
- 7.0 PROTECTIVE MEASURES FOR LISTED SPECIES**
- 8.0 MISCELLANEOUS PROVISIONS AND RESTRICTIONS**
- 9.0 ANNUAL REPORTS**
- 10.0 MARTIN COUNTY ENFORCEMENT PROVISION**
- 11.0 AMENDMENT**
- 12.0 TRANSFER OF RESPONSIBILITIES**

1.0 GENERAL

- 1.1 The developer of Sea Breeze Shoppes, Halvorsen Development, 33 S.E. 4th Street, Suite 100, Boca Raton, Florida, 33432, their successors, and assigns, their environmental consultants and contractors will implement Part I of this Preserve Area Management Plan.

2.0 ENVIRONMENTAL ASSESSMENT

The environmental assessment of the project site is presented here. The Environmental Assessment Plan depicts the delineated wetlands, and upland areas. A written description of these habitats follows.

- 2.1 Soils - A Soils Map with project boundaries is attached as Exhibit "B". According to the Martin County Soil Survey, two soil types are found on the subject area of the property. A description of these soils follows.

#28 Canaveral Sand. Canaveral Sand is a nearly level to gently sloping, somewhat poorly drained to moderately well drained soil found on low dunelike ridges and side slopes bordering sloughs and mangrove swamps. Slopes are smooth to convex and range from 0 to 5%. The water table is typically at a depth of 10" to 40" for 2-6 months. Permeability is very rapid, and the available water capacity is very low. Native vegetation typically consists of cabbage palm, scattered saw palmetto, and magnolia and bay trees. Many areas have Australian pine and cabbage palm and a sparse ground cover of grasses and sedges.

According to the Martin County Comprehensive Growth Management Plan, this soil type is not listed as hydric within Martin County.

#50 Okeelanta Variant Muck. This nearly level, organic soil is very poorly drained. It is in mangrove swamps along coastal areas. Slopes are less than 1%. The water table is at or above the surface during storm periods and is within a depth of 10" at all other times. The natural vegetation is a dense growth of red, black, and white mangrove trees and bushy sea-oxeye, sea purslane, leather fern, and glasswort in more open areas. The Martin County Comprehensive Growth Management Plan lists this soil as occurring in forested saltwater wetland areas, and it is considered a hydric soil.

- 2.2 Wetland Habitat - Several wetlands have been identified through photo interpretation and field reconnaissance performed by EW Consultants, Inc. The wetland limits were then flagged and verified by SFWMD. A report is attached as Appendix I. Identified wetlands carry the following FLUCCS classifications:

612: 14.66 Ac.: Mangrove Swamps

The vegetation identified by the field survey includes:

Red Mangrove *Rhizophora mangle* White Mangrove *Laguncularia racemosa*
Black Mangrove *Avicennia germinans* Leather Fern *Acrostichum spp.*
Brazilian Pepper *Schinus terebinthifolius* Australian Pine *Casuarina spp.*

#740/612: 0.70 Ac.: Disturbed Mangrove Swamp: this area, as described by the attached environmental assessment, contains red and black mangrove but shows evidence of human disturbance, and is no longer in a native state, as evidenced by the following list of species identified within the area:

The vegetation identified by the field survey includes:

Brazilian Pepper *Schinus terebinthifolius* Climbing Cassia *Cassia bicapsulari*
Leather Fern *Acrostichum spp.* Sawpalmetto *Serenoa repens*

- 2.3 Upland Habitat - Upland portions of the site are comprised of Coastal Hammock. Water movement is gradual to the drainageways, swamps, marshes, and ponds associated with this community. Identified uplands carry the following FLUCCS classification:

425: 6.24 Ac.: Temperate Hardwood

Upland portions of this site contains vegetation typically associated with the temperate hammock. The canopy consists mainly of:

Live Oak	<i>Quercus virginiana</i>	Cabbage Palm	<i>Sabal palmetto</i>
Red Bay	<i>Persea Borbonea</i>		

Very little ground cover vegetation existed in the upland area due to its deep leaf litter covering but what was present is predominantly made up of the following species:

Gallberry	<i>Ilex Glabra</i>	Greenbriar	<i>Smilax spp.</i>
Sawpalmetto	<i>Serenoa repens</i>		

- 2.4 Listed Species Survey - During the field investigation period, observations were made for protected plant and animal species. No evidence of listed species utilizing the site was apparent. Potential habitat for gopher tortoises was investigated. No active or inactive burrows were found on the site.
- 2.5 Previous Impacts - The site was previously impacted by the construction of ditches to control mosquito populations on Hutchinson Island. The ditches have altered the natural hydrology on the site. The spoil mounds along the ditches have created substrate suitable for Australian Pine to become rooted. This is evidenced by study of aerial photographs and field verification.
- 3.0 **DELINEATION OF PRESERVE AREAS**
 - 3.1 For purposes of this plan, Preserve Areas shall be defined as the following areas, as shown on the site plan for "Sea Breeze Shoppes", a reduced copy of which is attached hereto and made a part hereof as Exhibit "A":
 - Wetlands:
 - ± 14.66 Acre Mangrove Swamp
 - ± 0.70 Acre Disturbed Mangrove Swamp
 - ± 15.36 Acres Total
 - Upland Preserve Areas:
 - ± 1.66 Acres Upland Preserve Area Total
 - 3.2 The final site plan and landscape plan are to be labeled with the O.R. Book and page number where the Preserve Area Management Plan is recorded. All Preserve areas are labeled: **PRESERVE AREA - NOT TO BE ALTERED WITHOUT PERMISSION OF THE MARTIN COUNTY GROWTH MANAGEMENT DEPARTMENT (561-288-5495)**
 - 3.3 Prior to construction, the perimeter of any wetland which may receive surface waters with high turbidity shall be protected by the placement of hay bales or other turbidity control approved by the Growth Management Department to minimize the effects of turbidity on the wetland.

4.0 SURVEY AND BARRICADING REQUIREMENTS

- 4.1 All Preserve Areas shall be surveyed and staked based on the approved final plan for Sea Breeze Shoppes, a reduced copy of which is attached hereto and made a part hereof as Exhibit "A".
- 4.2 Prior to clearing, the developer shall ensure that all Preserve Areas are barricaded. Preserve Areas shall be protected with physical barriers during all clearing and construction activities in accordance with the following guidelines:
- a.) All preserve areas must be barricaded according to the approved site plan prior to any clearing of the site or phase. An inspection of the barricades must be conducted by the Growth Management Department prior to any clearing of the site or phase.
 - b.) Barricades must be constructed of a minimum of 1/4" diameter rope which is yellow or orange in color and made of nylon or poly.
 - c.) The rope is to be attached to a minimum of 2 x 2 wooden poles, iron rebar 2" or greater PVC pipe, or other material with prior approval of the Growth Management Department.
 - d.) Materials (building and construction materials, debris, etc.) are not permitted to be stored in Preserve Areas. Fill is not allowed to encroach into Preserve Areas.
 - e.) Where areas are proposed for clearing (e.g.: building envelope, utilities and drainage, road right-of-way, etc.), the barricades must be offset at least ten (10) feet outside the Preserve Area or placed at the dripline of the canopy trees, whichever is greater. Individual trees or groups of vegetation that are to be saved for landscape credit requirements are to be barricaded according to the guidelines.
 - f.) All native vegetation which is not located in areas requiring its removal as part of the development plans shall be retained in its undisturbed state.
 - g.) Failure to comply with these guidelines will be considered a violation of site plan approval. Further work on the project may be stopped until compliance with the barricade guidelines is achieved, and the applicant or developer may be brought before the Code Enforcement Board or the Environmental Control Hearing Board.

CONTRACTORS PLEASE NOTE: It is recommended that you become familiar with these guidelines. Violation of these guidelines and damage to or disturbance of Preservation Areas will be noted. Appropriate action will be taken for those contractors who violate the barricade guidelines.

- 4.3 No construction shall commence until the barricades around the Preserve Areas have been approved and inspected by the Martin County Growth Management Department. (561-288-5495).
- 4.4 Barricades shall be maintained in good order and condition through construction of the project infrastructure. Cut or fill must meet existing grade without encroaching into Preserve Areas. The Engineering Department will authorize the removal of Preserve area barricades after the applicable infrastructure has been completed, inspected and approved.
- 4.5 N/A: Intentionally omitted

5.0 PROHIBITED ACTIVITIES

- 5.1 Prohibited activities in the Preserve Areas or easements within Preserve Areas include, but are not limited to: construction or placing of building materials on or above the ground; dumping or placing soil or other substances such as garbage; trash, and cuttings; removal or destruction of native trees, shrubs or other native vegetation; excavation, dredging or removal of soil materials; diking or fencing; recreational vehicle use and any other activities, detrimental to drainage, floor control, water conservation, erosion control or fish and wildlife conservation and preservation. Vehicular traffic prohibited in all Preserve Areas. No wells shall be permitted in Preserve Areas.
- 5.2 No hazardous material other than fuel tanks for refueling on-site heavy equipment will be stored during the construction phases. On-site fuel tanks shall not be located within 25 feet of any Preserve Areas and shall be removed upon completion of construction work.
- 5.3 The site shall be cleared and grubbed of all vegetation only in those areas indicated for buildings, parking, roadways and stormwater management improvements, as shown on the approved construction plans. All trash and construction debris must be removed from the site.
- 5.4 Buildings proposed to be located adjacent to Preserve Areas shall be set back a minimum of 10 feet to allow for construction and maintenance without encroaching into the preserve. All other structures (e.g. pools, sheds, decks, fences) shall be set back a minimum of 5 feet.

6.0 RESTORATION AND MANAGEMENT ACTIVITIES

- 6.1 Except for prescribed maintenance activities, all Preserve Areas shall be maintained in their existing natural condition.
- 6.2 All maintenance of Preserve Areas will be in accordance with this Preserve Area Management Plan for Sea Breeze Shoppes. Maintenance and management activities will be performed by or under the supervision of a qualified environmental professional. Maintenance and management activities must be approved by the Martin County Growth Management Department. The following activities are allowed within the Preserve Areas (with written approval from the Martin County Growth Management Department):
- a) Removing of exotic plant material and refuse [see paragraph 6.3]
 - b) Revegetation - planting indigenous vegetation [see paragraph 6.3]
 - c) Removing of dead or diseased plant material [see paragraph 6.6]
- 6.3 Exotic vegetation in Preserve Area shall be removed by the least ecologically damaging method available. Such methods include hand pulling, hand spading, chain saw and/or treatment with an appropriate herbicide. Any exotic vegetation which may be present in Wetland Preserve Areas shall be treated with an appropriate herbicide. If removal will result in disturbing native species, the treated plants shall be allowed to remain but a periodic eradication program shall be implemented to prevent new growth. No debris such as plant clippings or wood scraps shall be allowed in the Preserve Areas. Construction debris, abandoned equipment and trash shall be removed from the project and disposed of in an approved landfill according to local, state and federal regulations.
- 6.4 Any revegetation which might be necessary as a result of exotic vegetation removal or site construction activities shall consist of native plant species indicative of the existing plant community. This will ensure that the Preserve Areas maintain indigenous plant associations. Revegetation plans shall be submitted to Martin County for approval prior to implementation.
- 6.5 Dead or diseased plant material may be removed only upon a written finding by the Martin County Growth Management Department that the material creates a safety hazard to buildings within the fall zone of the material. Diseased material may be removed only upon a written finding by the Martin County Growth Management Department that the material creates a risk to the continued health of the Preserve Area. Revegetation may be required for any removed plant material.
- 6.6 Sediment traps shall be cleaned on a quarterly basis. The following schedule is provided as a guide for the maintenance of the traps:
- | | |
|---------|-------------------------------------|
| January | Inspect and Remove Collected Debris |
| April | Inspect and Remove Collected Debris |

July
October

Inspect and Remove Collected Debris
Inspect and Remove Collected Debris

7.0 PROTECTIVE MEASURES FOR LISTED SPECIES

- 7.1 As noted in the environmental assessment, no listed species were found in the upland portions of the site. The mangroves found in the wetland will be protected according to Martin County barricading requirements. No construction is planned to occur within or near to these areas.
- 7.2 NA - No evidence that gopher tortoises are present on-site was found.
- 7.3 NA - No evidence that gopher tortoises or the associated threatened Florida mouse (*Peromyscus floridana*) or the gopher frog (*Rana aerolata*) are present on-site was found.
- 7.4 NA - No evidence that gopher tortoises are present on-site was found.

8.0 MISCELLANEOUS PROVISIONS AND RESTRICTIONS

NA

9.0 ANNUAL REPORTS

- 9.1 Monitoring: Annual monitoring is to be conducted and submitted to the Growth Management Department at the end of the wet season (October through November) for a period of 5 years. Reports should document vegetational changes including over growth of noxious native and exotic vegetation. Fixed point panoramic photos of all Preserve Areas must be included in each report. Annual Reports must be conducted by a qualified Environmental Professional. The Reports are to include recommendations for exotic vegetation removal, revegetation, and any additional enhancement activities. The Annual Report must list any violation of the Preserve Area Management Plan and make recommendations for remedial action along with any enhancement activities proposed for the coming year.

If the project is regulated under the provisions of wetland monitoring required for the Management and Storage of Surface Waters by the South Florida Water Management District, then the County provisions for wetland monitoring will be met. The Martin County Growth Management Department is to receive a copy of the same wetlands monitoring report sent to the South Florida Water Management District. However, the provisions for upland monitoring must still comply with the provisions set forth in this section.

After the initial 5 year monitoring period the Preserve Areas will still be subject to periodic review and if conditions warrant, will be subject to further monitoring and maintenance to ensure environmental integrity consistent with the provisions of this Plan. Both Upland Preserve Areas and Wetland Areas are to be monitored. Upon acceptance of proposed conveyance of Wetland Area to Martin County, monitoring requirements will be modified to include the on-site preserve areas only.

- 9.2 County Inspections: The County is authorized to inspect any County regulated site or appurtenance. Duly authorized representatives of the County may at reasonable times and upon proper identification enter upon and shall be given access to any premises for the purpose of such inspection.
- 9.3 Violations: If upon the basis of such inspection the County finds applicable laws rules or regulations have not been complied with, the County shall have the right to enforce the provisions of the Environmental Resource and Preserve Area Management Plan through any available administrative or civil proceeding which may result in penalties, appropriate revegetation and other remedies as against any person, corporation or other entity in violation of any of the provisions of the Plan.

The following procedure is one remedy, but shall not be the exclusive remedy, available to Martin County to address violations of the terms of the PAMP:

In the event that the Owner/Developer fails at any time to maintain the Preservation Areas of the project in reasonable order and condition in accordance with the approved Environmental Resource and Preserve Area Management Plan, the COUNTY can serve written notice by certified mail, return receipt requested, upon such Owner/Developer, which notice shall set forth the manner in which the organization has failed to maintain the Preserve Areas in reasonable order and condition, and shall demand that such failure be remedied within thirty (30) days of the sending of such notice or, in the alternative, that such organization appear before the COUNTY at a specified time (at least the (10) days but not more than thirty (30) days after the sending of such notice) either to contest the alleged failure to maintain the Common Areas or to show cause why it cannot remedy such failure within the thirty (30) day period. If such failure has not been remedied within the thirty (30) day period or such longer period as the COUNTY may allow, then the County, in order to preserve the taxable values of the real property within the Subdivision and to prevent the failure of the habitat function of the Preserve Areas and to prevent the Preserve Areas from becoming a public nuisance, shall hold a public hearing to consider the advisability of the COUNTY entering upon such Preserve Areas and maintaining them for a period of one (1) year. Notice of such hearing shall be sent by certified mail, return receipt requested, to the Owner/Developer and shall be published in a newspaper of general circulation published in Martin County, Florida. Such notice shall be sent and published at least fifteen (15) days in advance of the hearing. At such hearing the COUNTY may determine that it is or is not advisable for the County to enter

upon such Preserve Areas, take non-exclusive possession of them and maintain them, according to PAMP standards, for one (1) year. Such entry, possession and maintenance when followed in accordance with the above procedures shall not be deemed a trespass. In no event shall any such entry, possession and maintenance be constructed to give to the public or the COUNTY any right to use the Preserve Areas.

The County may, upon public hearing with notice given and published in the same manner as above, return possession and maintenance of such Preserve Area, abandon such possession and maintenance, or continue such possession and maintenance for additional one (1) year periods.

The cost of such maintenance by the COUNTY, mentioned above, shall be assessed against the Owner/Developer and shall be paid within thirty (30) days after the receipt of a statement therefore. If the Owner/Developer does not remit payment, the cost of such maintenance by the COUNTY, shall be assessed and shall become a charge or lien on said properties if not paid within thirty (30) days after the receipt of a statement therefore.

10.0 MARTIN COUNTY ENFORCEMENT PROVISION

- 10.1 Martin County and The SFWMD shall have the right to enforce the provisions of the Preserve Area Management Plan through any available administrative or civil proceeding which may result in penalties. Appropriate revegetation and other remedies may be required any person, corporation or other entity in violation of any of the provisions of the Plan.

11.0 AMENDMENT

- 11.1 This Preserve Area Management Plan is a condition of the site plan approval for Sea Breeze Shoppes and cannot be changed except by the approval of a revised site plan by Martin County.
- 11.2 No change in the location of the Preserve Area will be allowed except by way of a revised site plan and modified Preserve Area Management Plan approved by Martin County.

12.0 TRANSFER OF RESPONSIBILITIES

- 12.1 N.A.

- 12.2 N.A.

PART II RESPONSIBILITIES OF SEA BREEZE SHOPPES.

- 13.0 GENERAL**
- 14.0 DELINEATION OF PRESERVATION AREAS**
- 15.0 BARRICADING REQUIREMENTS**
- 16.0 PROHIBITED ACTIVITIES**
- 17.0 RESTORATION AND MANAGEMENT ACTIVITIES**
- 18.0 PROTECTIVE MEASURES FOR LISTED SPECIES**
- 19.0 MISCELLANEOUS PROVISIONS AND RESTRICTIONS**
- 20.0 ANNUAL REPORTS**
- 21.0 MARTIN COUNTY ENFORCEMENT PROVISION**
- 22.0 AMENDMENT**

13.0 GENERAL

- 13.1 Sea Breeze Shoppes have continuing management responsibility for the Preserve Areas on the property.

14.0 DELINEATION OF PRESERVE AREAS

- 14.1 For a description of all Preserve Areas see Section 3.0 (Part 1) of this Plan.

15.0 BARRICADING REQUIREMENTS

- 15.1 It is the property owner's responsibility to ensure that barricades are in place and inspected prior to the issuance of a building permit and during construction on a lot containing preserve areas. Preserve Areas shall be protected with physical barriers during all clearing and construction activities in accordance with section 4.2. No construction shall commence until the barricades around the Preserve Areas have been approved and inspected by the Martin County Growth Management Department (561-288-5495). Barricades shall be maintained in good order and condition through construction until the completion of construction of approved structure on the lot. The Growth Management Department will authorize the removal of Preserve Area barricades in writing after building construction is complete. Preserve Areas on individual lots shall be posted with signs approved by the Martin County Growth Management Department to advise purchasers that a Preserve Area exists on the property.

16.0 PROHIBITED ACTIVITIES

- 16.1 For a description of all prohibited activities in or adjacent to Preserve Areas see Section 5.0 of Part I of this Plan.

17.0 RESTORATION AND MANAGEMENT ACTIVITIES

17.1 For a description of all Maintenance and Management responsibilities see Sections 6.0 through 6.5 in Part I of this Plan.

17.2 NA: Intentionally Omitted

17.3 NA: Intentionally Omitted

18.0 PROTECTIVE MEASURES FOR LISTED SPECIES

NA

19.0 MISCELLANEOUS PROVISIONS AND RESTRICTIONS

19.1 For a description of miscellaneous provisions and restrictions see Section 8.0 in Part I of this plan.

20.0 ANNUAL REPORTS

20.1 For a description of annual reporting requirements see Section 9.0 in Part I of this plan.

21.0 MARTIN COUNTY ENFORCEMENT PROVISION

21.1 For a description of Enforcement Provisions see Section 9.0 of Part I of this plan.

22.0 AMENDMENT

22.1 For a description of Amendment Provisions see Section 10.0 of Part I of this plan.

**FLUCCS Designations
for
Sea Breeze Shoppes**

<u>FLUCCS Category</u>	<u># of Acres</u>	<u>% of Site</u>
425: Temperate Hardwood	6.24 Acres	28.89 %
612: Mangrove Swamp	14.66 Acres	67.87 %
740/612: Disturbed Mangrove Swamp	0.70 Acres	3.24 %
Total Acres $\pm$ 21.60 Acres		100 %

AMENDMENT TO LEASE AGREEMENT
BETWEEN
THE FLORIDA OCEANOGRAPHIC SOCIETY, INC.
AND
MARTIN COUNTY, FLORIDA

WHEREAS a lease was entered into on the 5th day of November, 1985, between Martin County, a political subdivision of the State of Florida, hereinafter referred to as the LESSOR, and the Florida Oceanographic Society, Inc., (FOS), 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. See Exhibit "B" for a copy of the original Lease, and corresponding Exhibits.

WHEREAS, it is the desire of the Florida Oceanographic Society, Inc. to reconfigure its leasehold interest to accommodate an appropriate site plan for proposed improvements; and

WHEREAS, the School Board of Martin County, Florida, has no objection to the reconfiguration; and

WHEREAS, the Florida Oceanographic ~~Institute~~ and the County are in agreement with the reconfiguration of the leasehold and seek to provide facilities that will provide a public benefit.

NOW THEREFORE, LESSOR and LESSEE hereby agree that the original lease is amended as follows:

1. Property: Paragraph 1 of the original lease is amended as follows: LESSOR leases the land located in Martin County, Florida, more particularly described in Exhibit "A", attached hereto and incorporated herein and referenced as Parcel A. The attached legal description (Exhibit A) reconfigures the property currently under lease to FOS and other interrelated property designated by LESSOR

for use by the School Board of Martin County, Florida, and referred to as an out parcel. This legal description replaces the legal description for the original lease agreement and becomes the property subject to this lease and is referenced as Exhibit A.

2. Special Provision: Paragraph 9. Add the following statements: This use includes, but is not limited to, access to sanitary and parking facilities located on LESSEE's leased property. LESSEE also agrees to cooperate with LESSOR in providing for use of LESSEE'S parking facilities by the general public using Stuart Beach Park, when the LESSEE determines that parking is available on the leased premises.

3. Effective Date: This effective date of this agreement shall be March 9, 1993.

Except as expressly herein modified, all of the terms and conditions of the original Lease Agreement will remain in full force and effect.

In witness whereof, the parties have executed this Agreement on the dates indicated below.

EXECUTED by LESSOR this 17 day of March, 1993.

ATTEST:


MARSHA STILLER, CLERK

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

By: 
JEFF KRAUSKOPF, CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS


FRED W. VAN VONNO
ASSISTANT COUNTY ATTORNEY

EXECUTED by LESSEE this 24 day of Feb, 1993.

FLORIDA OCEANOGRAPHIC SOCIETY,
INC., a Florida not-for-profit
corporation

By: Darryl J. Hatheway - Pres.
DARRYL J. HATHEWAY, PRESIDENT

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this
24 day of Feb, 1993, by Darryl J. Hatheway
of Florida Oceanographic Society, a Florida not-for-profit corporation, on behalf
of the corporation. He is personally known to me or has produced
_____ and did take an oath.

NOTARY PUBLIC

Madeline J. Gardner

My commission expires:

Notary Public
State of Florida at Large
My Commission Expires:
November 27, 1994

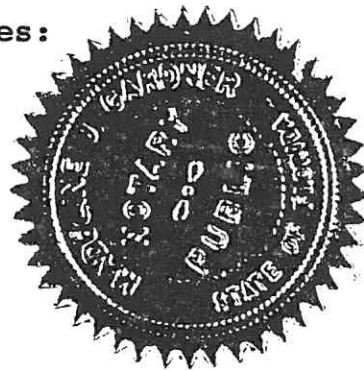


EXHIBIT "A" TO THAT CERTAIN LEASE AGREEMENT
BETWEEN MARTIN COUNTY, LESSOR AND FLORIDA
OCEANOGRAPHIC SOCIETY, INC., LESSEE

LEGAL DESCRIPTION OF PROPERTY BEING LEASED; Parcel "A":

That portion of the North 925.00 feet of Government Lots 3 and 4 lying West of State Road A-1-A, located in Section 31, Township 37 South, Range 42 East, Martin County, Florida.

Together with and including an easement for access and utilities over and across the South 75.00 feet of North 1000.00 feet of said Government Lots 3 and 4.

Less and excepting Lots 20 and 21, Block 3, and Lots 16 and 17, Block 4, Ocean Side Park Subdivision as recorded in Plat Book 1, Page 6, Public Records of Martin County, Florida and now vacated, and subject to an easement for ingress and egress to Lots 16 and 17, Block 4 of the Plat of Ocean Side Park, now vacated, and less and excepting also a parcel of land (herein referred to as Parcel "B"), which may be leased only to the School Board of Martin County for use by the Martin County Environmental Studies Center, said Parcel "B" being a portion of the North 925.00 feet of Government Lots 3 and 4 lying West of State Road A-1-A, located in Section 31, Township 37 South, Range 42 East, Martin County, Florida. Said parcel being more particularly described as follows:

Commence at a point of intersection of the North line of Government Lot 4 and the Westerly right-of-way line of State Road A-1-A; thence West along the North line of Government Lot 4, a distance of 890.00 feet to the Northwest corner of Government Lot 4; thence, West along the North line of Government Lot 3 a distance of 70.00 feet; thence, South perpendicular to the North line of Government Lot 3, a distance of 500.00 feet to the Point-of-Beginning; thence East along a line 500.00 feet South and parallel to the North line of Government Lots 3 and 4 a distance of 250.00 feet to a point; thence, South perpendicular to the North line of Government Lot 3, a distance of 100.00 feet; thence, East, parallel to the North line of Government Lot 4, to the Westerly right-of-way line of State Road A-1-A; thence Southwesterly along said right-of-way line, to a point of intersection with the South line of the North 925.00 feet of Government Lot 4; thence, West along said South line, a distance of 350.00 feet, more or less, to the East line of Government Lot 3; thence, continue West, along the South line of the North 925.00 feet of Government Lot 3, a distance of 70.00 feet; thence, North, a distance of 425.00 feet to the Point-of-Beginning.

Subject to an easement for access, utilities and reasonable use by the Florida Oceanographic Society, Inc.

LEASE AGREEMENT

A lease made this 5th day of November, 1985, between MARTIN COUNTY, a political subdivision of the State of Florida, having its principal office at 50 Kindred Street, Stuart, Florida 33494, hereinafter referred to as the LESSOR, and THE FLORIDA OCEANOGRAPHIC SOCIETY, INC. (FOS), 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.

In consideration of the mutual covenants contained herein the parties agree as follows:

1. PROPERTY: LESSOR leases land located in Martin County and more particularly described in Exhibit "A" attached hereto and incorporated herein, and referred to as Parcel A.
2. PURPOSE: The premises shall be used by the LESSEE only for FOS and public use purposes and as outlined in this Lease.
3. TERM: LESSOR demises the above premises for a term of ninety-nine (99) year(s), commencing on November 5, 1985 and terminating on November 5, 2084 or sooner as provided herein, for (one) dollar(s) (\$1.00) and other good and valuable consideration.
4. RENEWAL: LESSEE shall have the option to renew the Lease on a year-to-year basis at the end of the original period subject to the approval of the LESSOR. Sixty (60) days written notice must be furnished to LESSOR of an intention to exercise this option and each successive one-year extension.
5. STRUCTURES:

A. Expense of construction and maintenance: All improvements and structures upon the subject property shall be made and maintained at the expense of the LESSEE and without expense of the LESSOR.

B. Mandatory improvements: The LESSEE shall provide sanitary facilities meeting with the approval of the Martin County Health Department prior to utilization of the property.

C. Permissive improvements: The LESSEE shall have the right to construct facilities for FOS and public use that may include, but not necessary be limited to aquariums, educational exhibits and facilities, nature trails, research laboratories and nurseries, auditorium, library, docking facilities, parking areas, FOS administrative offices and similar related facilities only with the consent of the LESSOR. All plans and specifications for any improvements shall be submitted to the LESSOR for approval as an initial requisite to said consent. In approving any improvements the County shall determine that the provisions of this Lease are complied with and the improvements serve a public purpose. LESSEE understands that it must comply with any and all county, state and federal permitting procedures which may be applicable prior to construction of any improvements, in that this lease does not waive any permitting requirements. LESSEE agrees to install and to pay all costs for utilities used on the leased premises.

D. The School Board shall have the right to review and comment on any improvements and the County shall consider these comments in determining public interest.

E. Repairs: LESSEE agrees to be responsible for the maintenance of the leased premises, including any necessary repair work

to the structures and improvements placed on the leased premises.

P. Ownership: All structures and fixtures to be constructed upon the subject premises shall be owned by the LESSEE during the term of the Lease. However, upon the termination, revocation or surrender of the Lease, LESSOR shall become the owner of all structures, fixtures and improvements without further action.

6. ENCUMBRANCES: LESSEE shall not pledge, mortgage or otherwise lien or cause to be liened the subject property. In the event any lien or other encumbrance is placed upon said property and is not removed within sixty (60) days, this Lease shall forthwith be terminated.

7. INSURANCE AND INDEMNIFICATION:

A. Public Liability:

LESSEE shall procure and maintain in force at its expense during the term of this Lease and any extension thereof public liability insurance adequate to protect Martin County against liability for damage claims through public use of or arising out of accidents occurring in or about the leased premises in a minimum amount of \$1.0 million combined single limit for bodily injury and property damage. A certificate of insurance evidencing such insurance shall be provided to the LESSOR prior to utilization of the property. In the event that the County's limits of liability are increased any time in the future, the Board may require a policy of insurance equal to the County's.

B. Liability:

LESSOR shall not be liable for any loss, injury, death or damages 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 any occupant, subtenant, visitor or user of any portion of the premises.

C. Indemnification:

LESSEE shall indemnify LESSOR against all claims, liabilities, loss or damage whatsoever on account of any such loss, injury, death or damage. LESSEE hereby waives all claims against LESSOR 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 LESSOR from and against any and all claims, lawsuits, judgements, or similar accusations 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 LESSOR 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 LESSOR.

8. CONTROL: All control of the activities conducted by the LESSEE on the premises shall be under the exclusive management and direction of the LESSEE'S directors. Such activities are subject to all laws, ordinances and police regulations governing same, now and in the future. LESSEE may charge a fee, subject to the approval of the Board of County Commissioners, for all those facilities which are made available to the public. LESSEE agrees to establish and maintain accurate accounting procedures to keep records of donations and expenses.

LESSOR reserves the right to request financial statements from the LESSEE relating to LESSEE'S occupancy and use of the premises. LESSEE shall furnish LESSOR a list of their officers and directors. LESSEE shall furnish LESSOR with the names and addresses of LESSEE'S officer or employee who shall have authority to pay LESSEE'S bills.

9. SPECIAL PROVISION: LESSEE shall permit the ENVIRONMENTAL STUDIES CENTER of the Martin County School System reasonable use of the property described in this lease for purposes of environmental education. In the event of a disagreement, the Board of County Commissioners Martin County shall make the determination of reasonable use. The Environmental Studies Center's use of the property and facilities shall be coordinated with and subject to the plans and use of the property by Florida Oceanographic Society as set forth in this lease.

10. ASSIGNMENT: LESSEE shall not assign this Lease or sublet the premises to any other party without the express written approval of LESSOR. Any attempt to assign this Lease or sublet the premises without the express written approval of LESSOR will be cause for termination of this Lease.

11. MODIFICATION: This Lease contains the entire agreement between the parties and cannot be changed or terminated except by written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the heirs, successors and assigns of both parties.

12. TERMINATION: LESSEE specifically represents that its purposes and objectives are as outlined in this Lease. In the event LESSEE fails to operate in a manner consistent with any of the representations, purposes, objectives or agreements in this Lease,

LESSOR may, at any time, serve written notice of the LESSEE'S failure, and if the LESSEE'S failure is not remedied within sixty (60) days, Lessor may terminate this Lease at will.

Notwithstanding any forgoing provision in this Lease, Martin County may terminate this Lease if Lessee fails to begin significant construction of improvements within three (3) years from the date of this Lease.

In witness whereof, the parties have executed this Agreement on the dates indicated below.

Attest:

Board of County Commissioners

Martin County, Florida

Louise V. Isaacs
Louise V. Isaacs, Clerk

By: Tom Higgins
Tom Higgins, Chairman

By: Marsha Stiller, SC

Michael H. Olenick
Michael H. Olenick,
County Attorney

Dated: November 5, 1985

Attest:

Florida Oceanographic Society, Inc.

John Wakeman
John Wakeman, Secretary

George Gross
By: George Gross, President

Dated: 11/6/85