

## OPTION TO LEASE

This Agreement is made this \_\_\_ day of \_\_\_\_\_, 2024, hereinafter referred to as “Agreement” or “Option”, between **MARTIN COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the “County” and **HOBESOUND HISTORICAL SOCIETY, INC.**, a Florida not-for-profit corporation, having its principal office at Po Box 1712, Hobe Sound, FL 33475, hereinafter referred to as “HS Historical Society”. The County and the HS Historical Society collectively referred to as the “Parties”.

### WITNESSETH:

**WHEREAS**, HS Historical Society is a Florida not-for-profit corporation organized for the purpose of promoting historical awareness of Hobe Sound, Florida via the collection, recording and preserving of architecture, artifacts, documents, photographs, recordings, and other memorabilia; and

**WHEREAS**, HS Historical Society has applied to the County for a lease of the historical Train Station (the “Lease”) on property, located at 12092 SE Vulcan Ave., Hobe Sound, FL 33455 and more fully described in Exhibit “A” (the “Property”). The historical Train Station shall hereinafter be referred to as the “Museum”, for use as a history and community center; and

**WHEREAS**, the County has determined that the use of the Museum by HS Historical Society will promote community interest and welfare and the facility is required for such use and is not currently needed for County purposes; and

**WHEREAS**, the County is statutorily authorized under Fla. Stat. 125.38 to enter into any lease of real property owned by the County to not for profit organizations organized for the purpose of promoting community interest and welfare; and

**WHEREAS**, the County desires to grant HS Historical Society an Option to lease such

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property for restoration, maintenance and providing a space for the Museum.

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

**SECTION I**  
**GRANT OF OPTION**

The County grants to HS Historical Society the Option to lease the Property for historical and community center purposes, the Property being more particularly described in Exhibit “A” and located between SE Dixie Hwy and SE Vulcan Ave., Hobe Sound, Florida in accordance with the Lease attached hereto and incorporated herein as Exhibit “B”. This Option shall terminate on December 31, 2029.

**SECTION II**  
**EXERCISE OF OPTION**

A. HS Historical Society and County recognize that the cost of improvements necessary for use of the Property as a public facility for the purpose of a history and community center are necessary and that HS Historical Society may exercise its Option to Lease upon the timely satisfaction of the following conditions:

1. On or before December 31, 2025, HS Historical Society shall submit, at HS Historical Society’s sole cost and expense, to County for its review and approval:

(a) Design development stage architectural and engineering designs/plans for the Museum to be used as a history and community center.

(b) A development schedule setting forth in detail the development milestones and dates of completion thereof. Provided, however, that such development schedule shall require that all structural and exterior renovations and no less than fifty percent (50%) of the interior renovations (approximately 435 square feet) be

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completed and be utilized as a center for historical viewing and learning no later than one (1) year from the date of the Lease's execution.

(c) Detailed cost estimates, certified by its Florida licensed engineer, architect and general contractor, for the construction and renovation of the Property for use as a history and community center.

2. The above-described plans, development schedules and cost estimates and other documents shall be subject to the review and approval by the County Administrator or designee. The County Administrator in reviewing the above-described documents shall have the right to approve, to reject, to request additional information and to suggest amendments to the plans, schedules or certifications. The County Administrator agrees to review and respond in a timely manner and agrees its approval thereof will not be unreasonably withheld.

3. By December 31, 2028, HS Historical Society shall submit to the County written certification by both its Treasurer and Accountant that HS Historical Society has assets of no less than the full amount of the certified development cost. Such certification shall specify the amount of cash, invested funds, signed pledge commitments and approved grants from state, federal or private sources as well as any loans or other financing agreements. The number of years within which any signed pledge or grant is payable shall also be specified. The County shall review such certification and documentation within sixty (60) days from the date of HS Historical Society's submission of this final financial certification. County shall have the right to request additional information concerning the certification.

B. Following timely compliance with all the requirements set forth in Section II. Paragraph A above, including approval by County of the plans as provided in Section II. Paragraph A.1.(a) herein, and acceptance by the County of the certification of funds as provided in Section II,

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Paragraph A.3. above, this Option may be exercised in writing by HS Historical Society to the County at 2401 SE Monterey Road, Stuart, Florida 34996. The exercise of this Option must be received by the County on or before December 31, 2029. If this Option is not exercised in accordance with the provisions herein, such Option shall expire and terminate and be of no force or effect.

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

### **SECTION III TIME**

A. Time is of the essence as to every time period and date described herein.

B. Notwithstanding, the foregoing, in the event the train station Museum is moved to the Property after March 31, 2025, then the December 31, 2025 deadline contained in Article II(A)(1) shall be automatically extended to June 30, 2026 or six (6) months from the date the Museum is located on the Property, whichever is greater.

### **SECTION IV EXECUTION OF LEASE**

In the event the Option is exercised, the Lease, attached hereto as Exhibit “B”, shall be executed by the County and HS Historical Society, respectively. Whenever required by either party, and from the date of the exercise of the Option until the execution of the Lease, the Parties shall be bound by the covenants to be contained in the Lease as if the Lease had been executed on the date the Option is exercised. It is understood and agreed that the Lease will be the Lease attached hereto as Exhibit “B” on the terms, conditions, and covenants contained therein.

**SECTION V**  
**BUILDINGS AND IMPROVEMENTS ON THE PROPERTY**

During the term of this Agreement, HS Historical Society shall have the right to enter the Property to conduct tests and inspect and investigate all aspects of the Property to determine whether, in the sole discretion of HS Historical Society, the Museum is satisfactory for HS Historical Society's intended use and development. HS Historical Society agrees to repair or replace any damage caused by HS Historical Society, its contractors, employees, agents or volunteers in connection with the activities listed in this paragraph.

No buildings or improvements of any kind now on the Property shall be removed by HS Historical Society, its contractors, employees, agents or volunteers prior to the final approval, delivery, and execution of the Lease by both Parties. The Parties agree that this instrument is an Option which grants HS Historical Society no rights of possession, nor maintenance obligation, prior to execution of the Lease by both Parties.

The County shall not be liable during the term of this Option for any loss, injury, death or damage to persons or property sustained by the HS Historical Society or its employees, contractors, service providers, agents, or invitees, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of the HS Historical Society, its employees, contractors, service providers, agents or invitees, arising from or connected with this Option, the Lease, or use of the Property or Museum.

HS Historical Society shall indemnify the County against all claims, liabilities, loss or damage whatsoever on account of any such loss, injury, death or damage arising out of its actions on the Property or related to this Option. The HS Historical Society hereby waives all claims against the County for damages to the Property, on or about the Property, and for injuries to persons

or property in or about the Property from any cause arising at any time for its use. The HS Historical Society agrees to hold the County harmless from and against any and all claims, lawsuits, judgments, or similar causes of action, for any injuries to persons or property arising out of the activities conducted by the HS Historical Society on the Property. Further, HS Historical Society agrees to defend the County against any and all such claims and suits as described above at the HS Historical Society's sole cost and expense with no cost and expense to be incurred by the County. Notwithstanding the foregoing, the waiver, indemnification, and hold harmless provisions contained herein shall not apply to any gross negligence or willful conduct or misconduct by the County. Provided however, nothing herein is intended to serve as a waiver of the County's sovereign immunity provided by The Florida Constitution nor a waiver of the provisions of Section 768.28 Fla. Stat. nor as a consent by the County to be sued by third parties in any manner arising out of this Agreement.

The parties agree that this instrument is a Lease Option which grants HS Historical Society no rights of possession, nor maintenance obligations, prior to execution of the Lease by both Parties.

#### **SECTION VI** **TERM OF LEASE**

The Lease shall commence on the day the Option to lease is exercised but not later than 5:00 p.m. Eastern Standard Time , January 1, 2030 and shall be for a period of twenty-five (25) years, ending at midnight on December 31, 2050.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date written above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

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CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

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HAROLD E. JENKINS II, CHAIRMAN

APPROVED AS TO FORM & LEGAL  
SUFFICIENCY:

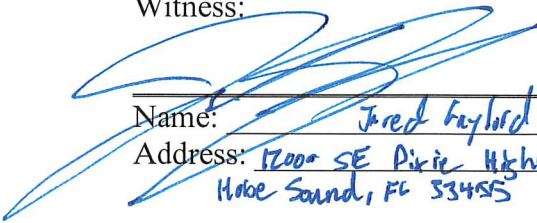
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SARAH W. WOODS, COUNTY ATTORNEY

ATTEST:


HOBE SOUND HISTORICAL SOCIETY,  
INC., a Florida not for profit Corporation

Witness:

  
Name: Jared Gaylord  
Address: 12000 SE Dixie Highway  
Hobe Sound, FL 33455

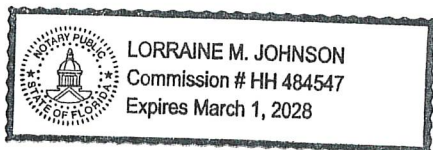
  
PAULA S. COOPER, PRESIDENT

Witness:

  
Name: Lorraine M. Johnson  
Address: 12000 SE Dixie Hwy  
Hobe Sound FL 33455

STATE OF FLORIDA  
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 22 day of October, 2024, by Paula S. Cooper, as President of Hobe Sound Historical Society, a not-for-profit, on behalf of the corporation () by means of physical presence or ( ) online notarization. She/He is ( ) personally known to me or has produced () as driver license identification.



(NOTARY SEAL)  
  
Notary Public, State of Florida



# EXHIBIT "A"

## LEGAL DESCRIPTION:

(O.R.B. 3124, PG. 379)

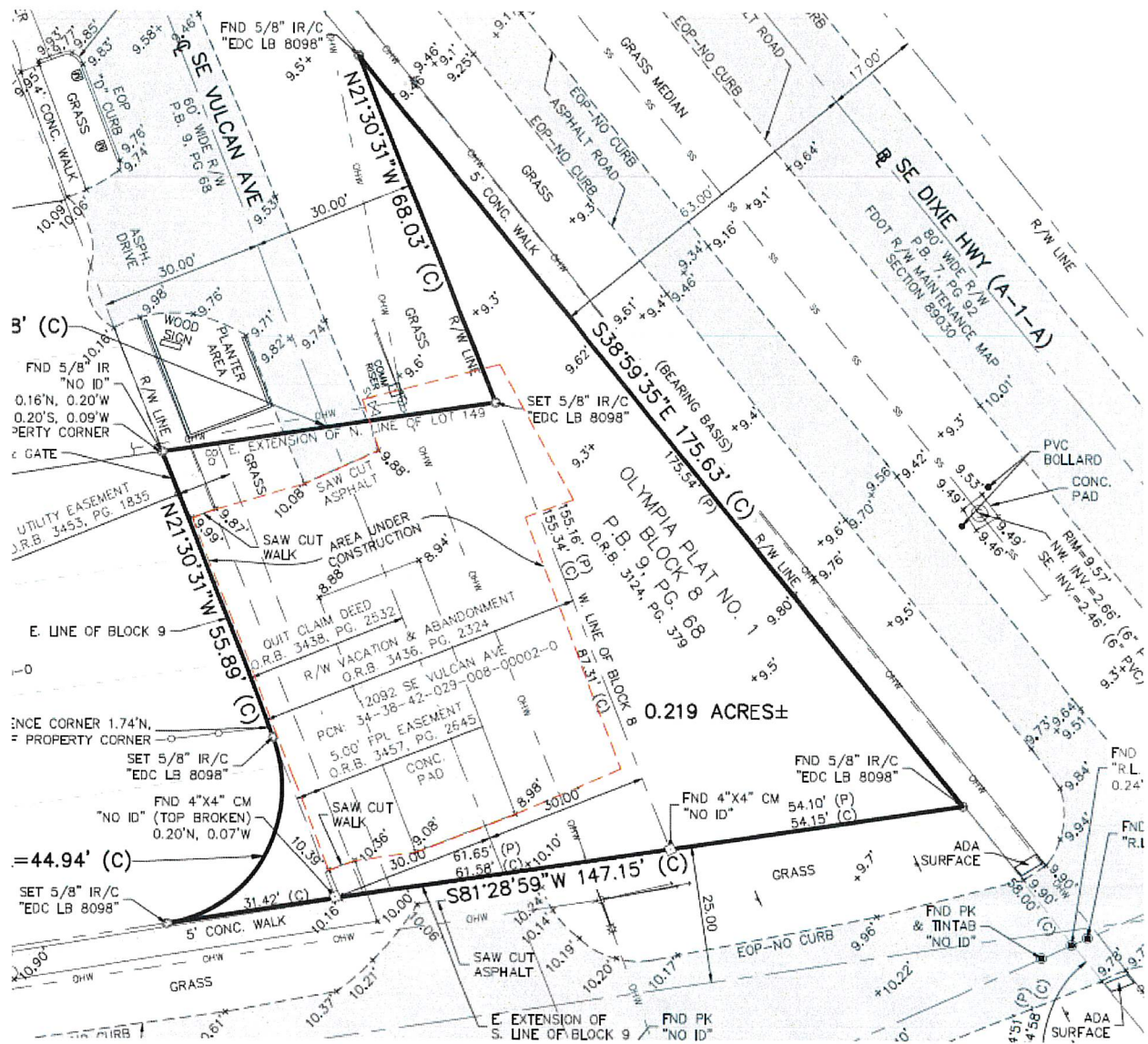
ALL OF BLOCK 8, OLYMPIA, PLAT NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, AT PAGE 68, OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

(O.R.B. 3436, PG. 2324)

THAT PORTION OF VULCAN AVENUE BEING BOUNDED ON THE NORTH BY THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 149, BLOCK 9, BOUNDED ON THE EAST BY THE WESTERLY LINE OF BLOCK 8, BOUNDED ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF BLOCK 9, AND BOUNDED ON THE WEST BY THE EASTERLY LINE OF BLOCK 9, OLYMPIA PLAT NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 68, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA.

CONTAINING 0.219 ACRES, MORE OR LESS.



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**Exhibit “B”**  
**PUBLIC PURPOSE LEASE AGREEMENT**  
**BETWEEN**  
**MARTIN COUNTY**  
**AND**  
**HOBE SOUND HISTORICAL SOCIETY, INC.**

**THIS PUBLIC PURPOSE LEASE AGREEMENT** (“Lease”) made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between **MARTIN COUNTY**, a political subdivision of the State of Florida, having its principal office at 2401 SE Monterey Road, Stuart, Florida 34996, (“COUNTY”), and the **HOBE SOUND HISTORICAL SOCIETY, INC.**, a Florida not-for-profit corporation, having its principal office at P.O. Box 1712, Hobe Sound, FL 33475, (“LESSEE”). The COUNTY and the LESSEE collectively referred to as the “Parties.”

**WITNESSETH:**

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

**WHEREAS**, the LESSEE has applied to the COUNTY for a lease of the property located at 12092 SE Vulcan Ave., Hobe Sound, FL 33455 (more fully described on the attached **Exhibit "A"**, hereinafter the “Property” or “Premises”) to create a history and community center for purposes of its commitment to promoting historical awareness of Hobe Sound, Florida via the collection, recording and preserving of architecture, artifacts, documents, and photographs, recordings, and other memorabilia; and

**WHEREAS**, the COUNTY has determined that such a use is compatible with the public purpose described above, and the Premises is suited for said stated public purpose; and

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

**WHEREAS**, the COUNTY desires to lease the Premises to the LESSEE.

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

1. **Description of Property.** The COUNTY hereby leases to the LESSEE land which is located at 12092 SE Vulcan Ave., Hobe Sound, FL 33455 and described in **Exhibit “A”** attached hereto and made a part hereof by this reference on the terms that follow.

2. **Use of Premises.** The LESSEE shall use the Premises solely and exclusively as a history and community center. Nothing herein shall prohibit the LESSEE from accepting

donations.

3. **Term and Rent.** The initial term of this Lease shall be for twenty-five (25) years, commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_ (“Term”), for an annual rent of Ten Dollars (\$10.00), which is in addition to the other valuable consideration attendant with the execution of this Lease, the value and sufficiency of which is acknowledged by the Parties. Rent is based on an “as is” rental valuation as of the beginning of the Lease Term, which is acceptable to the Parties.

4. **Options and Renewal.** No less than 180 days prior to expiration of this Lease, the LESSEE must provide the COUNTY with written notice of its intention to renew this Lease. Upon receipt of the notice from the LESSEE, the COUNTY will evaluate whether the Lease should be renewed, renewed with amendments, or not renewed subject to approval by the Martin County Board of County Commissioners in a public meeting. The LESSEE, subject to the COUNTY’s consent, may renew the Lease for two (2) ten (10) year periods at the end of the initial Term, so long as it is not in violation of any of the terms and conditions of this Lease.

5. **Improvements.** The Premises is not improved and consists of vacant land as more particularly described in **Exhibit “A”**. As a material inducement to the COUNTY to enter into this Lease, the LESSEE agrees as follows:

A. **Construction and/or Alteration of Improvements:**

All improvements and new structures placed or constructed on the Premises and any and all alterations and additions to any improvements or structures are subject to the prior written approval by the COUNTY as the owner of the Premises and shall be made and maintained at the expense of the LESSEE and without cost or expense to the COUNTY. The LESSEE shall obtain a performance bond or other surety pursuant to Section 255.05, Fla. Stat., prior to the commencement of any construction, alteration or demolition of any improvements or structures. Such surety shall ensure payment of all costs and the proper and timely completion of all the LESSEE’s obligations as outlined in **Exhibits “B”, “C”, and “D”** 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 the COUNTY named as an additional payee in the event the 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. All improvements must be completed no later than five (5) years from the date of this Lease. This provision includes earth moving and alteration to the land.

B. **Mandatory Improvements:**

The LESSEE agrees, at its sole cost and expense, to improve the Premises in accordance with the architectural and engineering designs and plans, attached hereto and incorporated herein as **Exhibit “B”**, and the development schedule, attached hereto and incorporated herein as **Exhibit “C”**. The cost of improvements set forth

in **Exhibit “D”**, attached hereto and incorporated herein. The LESSEE shall provide signage to indicate that the Premises is owned by the COUNTY and is being operated for the benefit of the public for the purposes stated herein. Notwithstanding the foregoing, if the COUNTY wishes to provide additional signage information for any other purposes (e.g., a COUNTY park, traffic control, directions, parking, etc.), then that such signage shall be at the sole cost and expense of the COUNTY.

C. Permissive Improvements:

The LESSEE shall have the right to make renovations or improvements or to construct only with the prior written consent of the County Administrator, who may, at his or her discretion, request approval by the Board of County Commissioners, as owner of the Premises. All plans and specifications for such renovations, improvements or construction shall be submitted in writing to the COUNTY with a request for approval. The COUNTY agrees that its approval of the LESSEE’s renovation and improvement plans shall not be unreasonably withheld. This obligation is in addition to the LESSEE’s obligation to obtain permits from the COUNTY in accordance with paragraph (D) below.

D. Governmental Approvals, Leases and Easements:

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

E. Ownership:

All improvements, structures and fixtures upon the Premises shall be exclusively operated and controlled by the LESSEE during the Term of this Lease; provided, however, that at the end of the Term of this Lease, the LESSEE shall deliver the Premises to the COUNTY in good repair and condition, reasonable wear and tear arising from the LESSEE’s permitted use of the Premises excepted, and all improvements, structures, installations, alterations and additions, whether by the COUNTY or any other person (except only sign panels and movable trade fixtures

installed at the LESSEE's costs) shall become, when made, a part of the COUNTY's real estate, and on termination of this Lease, shall be surrendered with the Premises in good condition. However, nothing contained herein shall be construed to make any exhibits, artifacts, or other unattached personal property contained in the Premises to be the COUNTY's property.

## **6. Repairs and Maintenance**

A. The LESSEE agrees that all portions of the Premises shall be kept in good repair and condition by the LESSEE including, but not limited to, buildings, grounds, landscaping. The LESSEE shall maintain and make all repairs and alterations of every kind with respect to the Premises and do all repairs required by any laws, ordinances or requirements of public authorities, beginning at the point from which they serve the Premises exclusively, whether located inside or outside. The LESSEE agrees to use its best efforts to ensure that the Premises is maintained in an attractive condition and in a good state of repair. The LESSEE shall also clean up trash and debris generated from the LESSEE's use of the Premises.

B. The LESSEE shall maintain a service contract with a reputable air conditioning repair firm, fully licensed to repair air conditioning units in the State of Florida, and any system servicing the Premises, which firm shall regularly service and inspect the air conditioning unit(s) on the Premises in accordance with the manufacturer's requirements. The LESSEE shall furnish copies of all maintenance records and service reports to the COUNTY's General Services Department on an annual basis.

C. The interior and exterior of any and all structures and improvements placed on the Premises shall be kept clean. It shall be the LESSEE's responsibility to provide and pay for interior facility cleaning services.

D. LESSEE's sole right of recovery shall be against its insurers and any responsible third-party for losses or damage to stock, furniture and fixtures, equipment, improvements and betterment. In no event shall LESSEE have a right of recovery against the COUNTY.

E. Any necessary repair work must be performed within fourteen (14) days of any written notice by COUNTY requiring such repair; provided, however, that such fourteen (14) day period may be extended in the event of catastrophic occurrence and damage to the Premises. The LESSEE agrees to make or contract for emergency repairs and provide protective measures necessary to protect the Premises from damage and to prevent injury to persons or loss of life.

## **7. Utilities and Encumbrances**

### **A. Utilities:**

The LESSEE shall have sole responsibility for the cost of installation, connection and usage of any water services, electricity, telephone, cable, internet, and wireless communication, solid waste and sewerage services to the Premises throughout the Term of this Lease. The LESSEE shall have sole responsibility for ensuring that any meters and/or submeters

and bills are used for all utilities.

B. The LESSEE shall make all repairs, replacements and alterations necessary to maintain in good condition all lines, apparatus, ducts, and equipment relating to utilities at all times during this Lease.

8. **Insurance, Indemnification and Damage by Casualty.**

A. The LESSEE shall procure and maintain in force at its expense during the Term of this Lease, commercial general liability insurance adequate to protect the COUNTY against liability for all damage claims, with the exception of windstorm claims, in a minimum amount of One Million and no/100 Dollars (\$1,000,000.00) per claim for bodily injury and property damage and an aggregate amount of Two Million and No/100 Dollars (\$2,000,000.00). A certificate of insurance evidencing such insurance and listing the COUNTY as an additional insured shall be provided to the COUNTY prior to utilization of the Premises and will be provided annually thirty (30) days prior to the anniversary date of this Lease. Such policy shall be non-cancelable with respect to the COUNTY except upon thirty (30) days prior written notice to the County, and a substitute policy meeting the requirements of this Lease shall be provided prior to the effective date of any such cancellation. A waiver of subrogation must be provided.

B. The 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 any business operated under this Lease. Such insurance shall fully comply with the Workers Compensation Law, Chapter 440, Fla. Stat. The workers' compensation insurance policy required by this Lease shall also include Employers Liability. The LESSEE shall provide proof of workers' compensation insurance as required by law, if applicable and a waiver of subrogation must be provided.

C. The LESSEE will carry fire, extended coverage, vandalism and extended hazards coverage insurance in an amount of not less than one hundred percent (100%) of the replacement value of any improvements and betterments located on the Premises 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 as additional named insured. Such policy shall be non-cancelable with respect to the COUNTY except upon thirty (30) days prior written notice to the COUNTY, and a substitute policy meeting the requirements of this Lease shall be provided prior to the effective date of any such cancellation. A waiver of subrogation will be provided.

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

E. For the sum of ten dollars (\$10.00) consideration, receipt of which is hereby acknowledged, the LESSEE shall indemnify the COUNTY against all claims, liabilities, loss or damage whatsoever on account of any loss, injury, death or damage arising from the LESSEE's use of the Premises. The LESSEE hereby waives all claims against the 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 the 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. The LESSEE agrees to hold the COUNTY harmless from and against any and all claims, lawsuits, judgments, or similar causes of action, for any injuries to persons or property arising out of the activities conducted by the LESSEE on the property described herein. Further, the LESSEE agrees to defend and hold the COUNTY harmless against any and all such claims and suits as described above at the LESSEE's sole cost and expense with no cost and expense to be incurred by the COUNTY. The LESSEE agrees to include the COUNTY in any and all Release and Waiver of Liability forms signed by participants and spectators. Notwithstanding the foregoing, the waiver, indemnification, and hold harmless provisions contained herein shall not apply to any gross negligence or willful conduct or misconduct by the County. Provided however, nothing herein is intended to serve as a waiver of the County's sovereign immunity provided by The Florida Constitution nor a waiver of the provisions of Section 768.28, Fla. Stat. nor as a consent by the County to be sued by third parties in any manner arising out of this agreement.

F. The LESSEE shall procure and maintain during the full Term of this Lease, and any extension thereof, adequate flood insurance from a provider approved by the COUNTY, in an amount which would be sufficient to cover all damages to the real property, fixtures and structures upon the Premises, in an amount equal to the full replacement cost thereof.

9. **Taxes.** The LESSEE will be required to pay all taxes lawfully levied against the Premises during the Term of this Lease, if any.

10. **LESSEE's Responsibilities.**

1. The LESSEE agrees to follow and abide by all local, state and federal laws, ordinances and regulations.

2. At the end of the Term of this Lease, the LESSEE shall deliver the Premises to the COUNTY in good repair and condition, reasonable wear and tear accepted, arising from the LESSEE's permitted use of the Premises as specified herein.

3. The LESSEE agrees to establish a schedule of reasonable fees for its uses including event fees and other use or program fees and agrees to maintain adequate records and internal controls to ensure that fees collected are used by the LESSEE for the operation of the Premises as permitted by this Lease, including but not limited to employee salaries and building maintenance.

4. The LESSEE agrees to submit its schedule of fees to the COUNTY for its review on or before September 1 of each year. The LESSEE and the COUNTY agree that, in the event that the COUNTY does not approve the LESSEE's fee schedule, the COUNTY's determination of reasonable fees shall be the final determination. If the COUNTY fails to act within thirty (30) days, upon LESSEE's request for approval of the fee schedule, such schedule shall be deemed approved for that fiscal year.

5. The LESSEE agrees to keep books, accounts and records that reflect all

revenues and expenditures received in connection with the management and operation of the Premises. The books, accounts and records shall be maintained in accordance with generally accepted accounting principles at the LESSEE's principal place of business. The 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 seven (7) days' written notice. In addition, the LESSEE shall provide the COUNTY with a copy of its annual audit and other financial statements relating to the LESSEE's occupancy and use of the Leased.

**11. Inspection by COUNTY.**

The COUNTY and its agents may, with reasonable notice of no less than five (5) days, make periodic inspections of the Premises to determine whether the LESSEE is operating in compliance with the terms and conditions of this Lease. The frequency of the inspections shall be as deemed necessary by the COUNTY, but shall not exceed once per quarter unless in the event of an emergency or catastrophe. Upon notification by the COUNTY and within the timeframe specified within such notification, the LESSEE shall make all changes necessary to ensure compliance with the terms and conditions of this Lease and/or any applicable law(s) or regulation(s).

**12. Prohibition on Assignment, Encumbrance, and Use.**

A. The 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, assignees and sublessees of the LESSEE.

B. The LESSEE shall not assign this Lease or sublet the Premises to any other party without the prior express written approval of the COUNTY. Any attempt to assign this Lease or sublet the Premises without the prior express written approval of the COUNTY will constitute an automatic termination of this Lease. This covenant shall be binding on the successors in interest, assignees and sublessees of the LESSEE. The LESSEE may allow use of the Premises by third parties providing programming consistent with the use of the Premises by the LESSEE under this Lease. The LESSEE shall be permitted to recover any and all operating costs from group/agencies/individuals wishing to use space for the purpose of conducting a program or event. All such programs and events shall be community based and consistent with the use of the Premises by LESSEE under this Lease.

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



13. **Miscellaneous Conditions.**

A. LESSEE agrees to operate the Leased Premises for the above described permitted use a minimum of forty (40) hours per month on average within one (1) year of obtaining a Certificate of Occupancy on the Leased Premises and continuing for the remainder of the Term.

B. The LESSEE shall engage a qualified experienced facility manager for its operations who shall be on call 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. However, LESSEE may serve alcoholic beverages in the Leased Premises for LESSEE's events in compliance with Martin County and State of Florida laws, rules and regulations.

D. The LESSEE shall provide suitable trash containers and separate recycling containers. Should the LESSEE not meet this requirement, the LESSEE agrees to secure a contracted waste collection service.

E. LESSEE agrees all persons engaged in any 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.

F. The LESSEE shall annually ensure that all of its volunteers and employees have passed an employment Level 1 background screening at the expense of the LESSEE and shall submit to the COUNTY a signed attestation of compliance with the provisions of Chapter 435, Fla. Stat. 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 Level 1 background screening requirement and will be included in the attestation as exempt. The LESSEE shall take reasonable steps to ensure that none of its volunteers and employees are a convicted sexual predator or sexual offender. Information received from these background screenings will be made available to the COUNTY upon request to determine if the LESSEE is in compliance with this requirement.

G. The LESSEE shall not permit any person involved in the operation or organization of any activity on the Premises, including but not limited to trainers, volunteers, and employees, to directly supervise, control, or assist children in a position of trust or responsibility on the Premises if that person is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website . The LESSEE is responsible for conducting this search or obtaining an attestation as to this search prior to holding or allowing any activity on the Premises.

H. 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 facilities or 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.

I. LESSEE shall annually 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 annually furnish COUNTY with the names and addresses of LESSEE’S officers and employees who have the authority to pay LESSEE’s bills.

J. The LESSEE shall provide and maintain an active website listing, at a minimum, a copy of its schedule of activities to be held on the Premises, a listing of its officers/directors and general contact information.

K. The LESSEE acknowledges and agrees that it has been informed of the possible presence of pathogens, asbestos or any other potentially hazardous substances that may be present in, on or about the Premises. To the extent that pathogens, asbestos or any other potentially hazardous substances may exist in, on or about the Premises, then the LESSEE shall have the obligation to properly remove and dispose of such pathogens, asbestos or any other potentially hazardous substances at the LESSEE’s sole cost and expense and shall indemnify and hold the COUNTY harmless from any liability or damage incurred by the LESSEE in connection with the presence of any pathogens, asbestos or any other potentially hazardous substances existing on the Premises. As used herein, the term “hazardous substance” means: (a) any “hazardous substance” as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, as well as any 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, as well as any regulations promulgated thereunder.

L. Pursuant to Chapter 616, Fla. Stat., upon the dissolution of the LESSEE, monies and any improvements on the Premises whether paid for by the LESSEE or the COUNTY shall revert to the COUNTY. The COUNTY may require the LESSEE'S Board of Directors to provide to it a distribution resolution as provided for in Section 616.07, Fla. Stat.

**13. Termination.**

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

- 1) Institution of proceedings in voluntary bankruptcy by the LESSEE.
- 2) Institution of proceedings in involuntary bankruptcy against the LESSEE if such proceedings are not dismissed within 90 days.
- 3) Assignment of this Lease for the benefit of creditors.
- 4) Operating the Premises in an illegal or for a non-charitable purpose. LESSEE shall operate the Premises continuously, actively and in a good faith manner consistent with the purposes and requirements of this Lease.
- 5) Dissolution, whether voluntary or involuntary, of the 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.
- 7) Violation of any federal, state or local law, rule or regulation.
- 8) Failure to substantially comply with the plans as shown in Exhibit B or the development schedule set in Exhibit C, as they may be modified by written agreement of the Parties.

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

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

Lease on not less than seven (7) days' notice to the LESSEE.

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

E. 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. Such termination by LESSEE shall release LESSEE from future liability following payment by LESSEE of any and all amounts due under this Lease and inspection and approval by the COUNTY of the safety and security of the improvements made by LESSEE.

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

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

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

**16. Governing Law, Venue, Fees and Waiver of Jury Trial.**

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

B. The rights and remedies with respect to any of the terms and conditions of this

Lease shall be cumulative and not exclusive and shall be in addition to all other rights and remedies available to either Party in law or equity. In connection with any litigation (including all appeals therefrom) arising out of this Lease, the Parties expressly agree that each Party will bear its attorney's fees and court costs incurred in connection with this Lease. Further, the Parties expressly and specifically waive the right to a jury trial in any way connected with this Lease.

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

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

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

LESSEE: Hobe Sound Historical Society, Inc.  
Po Box 1712  
Hobe Sound, FL 33475  
Telephone: (772) \_\_\_\_\_  
Email: \_\_\_\_\_

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

**18. LESSEE's Duties Regarding Public Records.** The LESSEE must provide public access to all records concerning this Lease according to applicable Florida laws including Chapter 119, Fla. Stat. If the LESSEE asserts any exemptions to Florida's public record laws, the LESSEE has the burden of establishing and defending the exemption.

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

**20. No Waiver.** There shall be no waiver of the right of either Party to demand strict performance of any of the provisions, terms, and covenants of this Lease nor shall there be any

waiver of any breach, default, or non-performance by either Party, unless such waiver is explicitly made in writing by the other Party. Any previous waiver or course of dealing shall not affect the right of either Party to demand strict performance of the provisions, terms and covenants of this Lease with respect to any subsequent event or occurrence of any subsequent breach, default or non-performance hereof by the other party.

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

**22. Mediation.** In the event of a dispute between the Parties in connection with this Lease, the Parties agree to submit the disputed issue or issues to a mediator for non-binding mediation prior to filing a lawsuit. The Parties shall agree on a mediator chosen from a list of Florida Supreme Court certified mediators available from the Clerk of Court for Martin County. The fee of the mediator shall be shared equally by the Parties. To the extent allowed by law, the mediation process shall be confidential.

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

ATTEST:

HOBE SOUND HISTORICAL SOCIETY,  
INC., a Florida not for profit Corporation

Witness:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
PAULA S. COOPER, PRESIDENT

Witness:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of the corporation ( ) by means of physical presence or ( ) online notarization. She/He is ( ) personally known to me or has produced ( ) as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

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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



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## Exhibit A

### LEGAL DESCRIPTION

#### LEGAL DESCRIPTION:

(O.R.B. 3124, PG. 379)

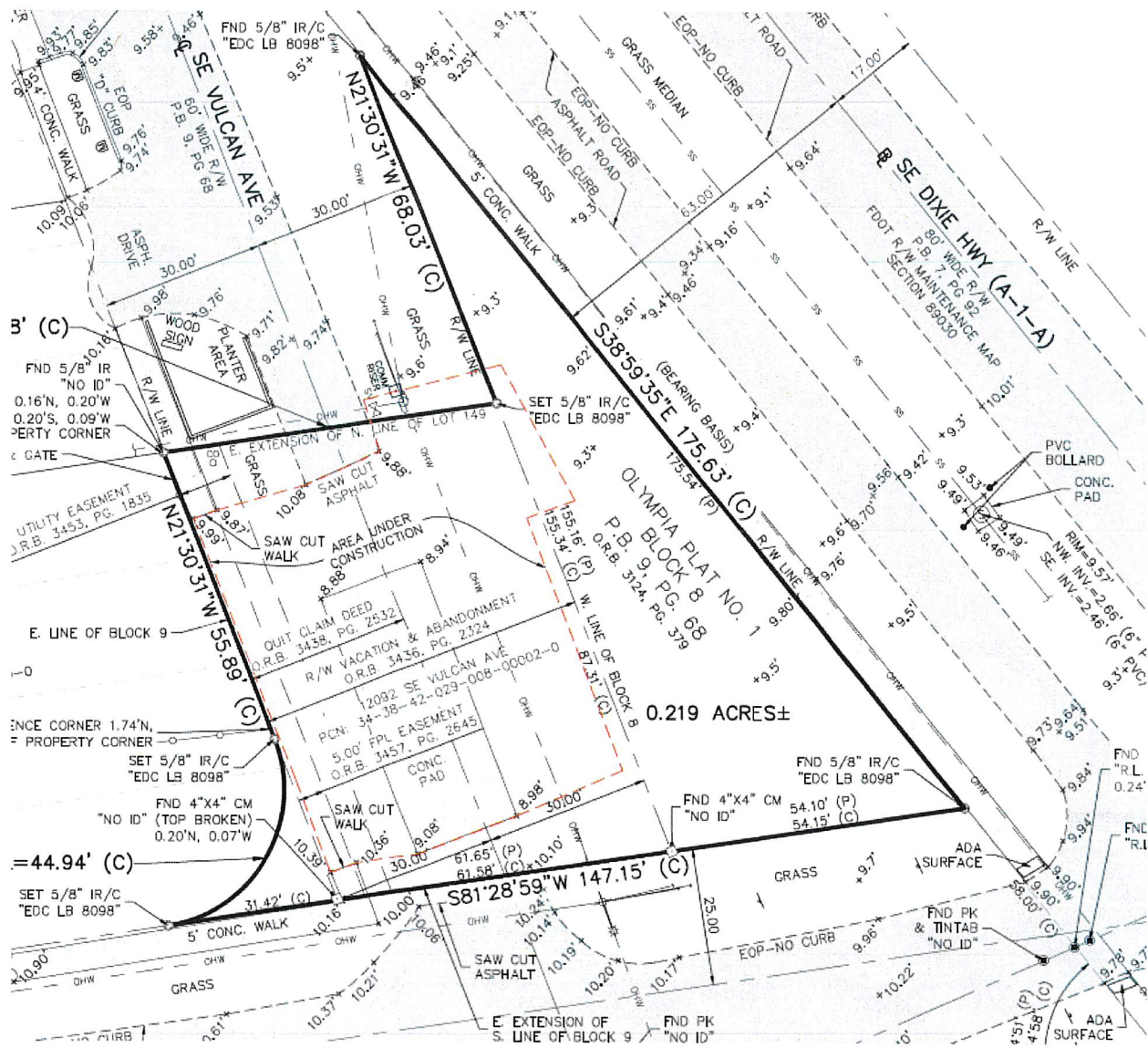
ALL OF BLOCK 8, OLYMPIA, PLAT NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, AT PAGE 68, OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

(O.R.B. 3436, PG. 2324)

THAT PORTION OF VULCAN AVENUE BEING BOUNDED ON THE NORTH BY THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 149, BLOCK 9, BOUNDED ON THE EAST BY THE WESTERLY LINE OF BLOCK 8, BOUNDED ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF BLOCK 9, AND BOUNDED ON THE WEST BY THE EASTERLY LINE OF BLOCK 9, OLYMPIA PLAT NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 68, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA.

CONTAINING 0.219 ACRES, MORE OR LESS.



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## Exhibit B

### **ARCHITECTURAL AND ENGINEERING DESIGNS AND PLANS**

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## Exhibit C

### **DEVELOPMENT SCHEDULE**

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## Exhibit D

### **COST OF IMPROVEMENTS**