

**FIRST AMENDMENT TO
LEASE BETWEEN
MARTIN COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
AND
HISTORICAL SOCIETY OF MARTIN COUNTY, INC.**

THIS FIRST AMENDMENT TO LEASE (“Amendment”) is made this ____ day of _____, 2024, by and between **MARTIN COUNTY**, a political subdivision of the State of Florida, (hereinafter referred to as the "County") and **HISTORICAL SOCIETY OF MARTIN COUNTY, INC.**, f/k/a **MARTIN COUNTY HISTORICAL SOCIETY**, a non-profit corporation organized and existing under the laws of the State of Florida, (hereinafter referred to as the "Lessee").

RECITALS

WHEREAS, on August 21, 2008, County and Lessee entered into that certain Lease (the “Lease”) pursuant to Section 125.38, Florida Statutes, to lease real property owned by the County to not for profit organizations and determined the improvements and use as a museum have been and are compatible with the primary purpose of the use of the Leased Premises located at 825 N.E. Ocean Boulevard, Stuart, Florida 34996-1696 (the “Premises”); and

WHEREAS, on February 7, 2023, the Martin County Board of County Commissioners (the “Board”) directed staff to amend the existing lease to include a portion of the property known as the “Former Fire Station 14” site adjacent to, and south of, the current Premises for proposed addition to the building and shared parking; and

WHEREAS, the parties have agreed to modify and amend the Lease to expand the Premises to accommodate proposed additions to the current building and added shared parking spaces, which Lessee has agreed to construct, maintain, and make available for public access, all as more particularly set forth herein.

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

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

2. **Description of Leased Premises.** Exhibit “A” to the Lease is hereby deleted in its entirety and replaced with the sketch and description attached hereto and made a part hereof as Exhibit “AA”, which description describes the land hereinafter referred to as the “Leased Premises”. Leased Premises do not include any designated wetland or wetland buffer areas.

3. **Conservation Easement, wetlands and wetland buffer area.** Lessee understands there is a Conservation Easement adjacent to the Leased Premises, recorded in OR Book 2471, Page 1865, official records of Martin County, along with wetlands and wetland buffer areas. The County will be responsible for all maintenance associated with the wetland areas adjacent to the Leased Premises. Lessee will not alter the existing surface water management system without prior written consent of County and without appropriate permits from the District and any other public agency regulating surface water management areas and wetlands. Wetlands, wetland buffer areas and other preservation areas shall not be used by Lessee for any purpose.

4. **Demolition and Proposed Improvements.** The following is hereby added to Section 4, as new language:

4.2 County agrees, at its expense, to demolish and remove all existing improvements, including but not limited to building, slab, pavement, from the "Former Fire Station 14" site restoring the site back to a vacant parcel. Lessee will begin the process of approvals and construction of an addition to the current Museum and shared parking (hereinafter "new improvements"). New Improvements shall include, without limitation, curb cuts, driveways, parking areas, utilities, landscaping, exterior lighting, irrigation and signage. As a material inducement to the County to enter into this Lease, the Lessee agrees as follows:

- A. Lessee agrees, at its sole cost and expense, to obtain appropriate governmental approvals, prior to constructing any improvements on the Leased Premises in accordance with any future Development Schedule.
- B. Lessee agrees to coordinate its additions and shared parking construction projects with the County's Parks and Recreation Department so as to not adversely affect ingress and egress to/from Stuart Beach Park.

5. **Insurance, Indemnification and Damage by Casualty.** Lessee shall revise all insurance policies required of the Lease to include coverage for the Additional Improvements and shall provide an updated certificate of insurance naming the County as an additional insured.

6. **Full Force and Effect; Conflicts.** Except as specifically amended hereby, all other aspects of the Lease shall remain in full force and effect and are hereby in all respects ratified and confirmed. In the event the terms of this Amendment and those of the Lease conflict, the terms of this Amendment shall govern. Wherever used in this Amendment the term "Lease" shall include this Amendment.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ATTEST:

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

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

HAROLD E. JENKINS II, CHAIRMAN

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

LESSEE:
**HISTORICAL SOCIETY OF MARTIN
COUNTY, INC.**, a Florida non-profit corporation

WITNESSES:


Print Name: VICTORIA TOBUSCZ
Address: 718 SE HIBISCUS AV.
STUART, FL 34996


Print Name: Chesly Ricca
Address: 5057 SE Lisbon Cir.
Stuart, FL. 34997


BY: _____
Name: Robert Steele
Title: President & CEO

STATE OF Florida
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 26 day of June, 2024 by Robert Steele, as the President/CEO of Historical Society of Martin County, Inc., a non-profit corporation existing under the laws of the State of Florida, () by means of physical presence or () online notarization. He/she is () personally known to me or () has produced _____ as identification.




Notary Public, State of Florida
My Commission Expires:

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