

**LEASE AGREEMENT  
BETWEEN  
MARTIN COUNTY, FLORIDA  
AND  
THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA**

A lease made this 9 day of March, 1993, between MARTIN COUNTY, a political subdivision of the State of Florida, having its principal office at 2401 S.E. Monterey Road, Stuart, Florida, 34996, hereinafter referred to as the "LESSOR", and THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA, 500 East Ocean Boulevard, Stuart, Florida, 34994, hereinafter referred to as the "LESSEE".

**WITNESSETH:**

WHEREAS, the Board of County Commissioners is authorized pursuant to Section 125.38, Florida Statutes, to lease real property owned by the County to other agencies or to not for profit organizations organized for the purposes of promoting community interest and welfare, and

WHEREAS, THE SCHOOL BOARD OF MARTIN COUNTY has applied to MARTIN COUNTY for a lease of the below-described real property for use by the Environmental Studies Center as a community educational facility, and

WHEREAS, MARTIN COUNTY has found that the property is required for such use and is not needed for County purposes, and

WHEREAS, MARTIN COUNTY desires to lease such property to THE SCHOOL BOARD OF MARTIN COUNTY;

NOW THEREFORE, in consideration of the foregoing and in further consideration of the rental payment stated below the parties agree as follows:

1. Property: LESSOR does hereby lease to the LESSEE land located in Martin County, Florida more particularly described in Exhibit "A" attached hereto and incorporated herein, and referred to as Parcel B.

2. Purpose: The premises shall be used by the LESSEE only for the Environmental Studies Center and public use purposes and as outlined in this Lease.

3. Term: LESSOR demises the above premises for a period of twenty years, commencing on March 9, 1993 and terminating on March 8, 2013, for ten dollars per year and other good and valuable consideration. LESSOR shall have the right to terminate this lease at any time without recourse upon sixty (60) days written notice to the LESSEE of any default or non-compliance with any provision of this lease agreement. Any violation of any State or local law shall be considered a default. LESSEE shall have the opportunity to cure any default within the sixty day period and LESSOR may terminate this lease only if the default still exists thereafter.

4. Renewal: LESSEE shall have the option to renew the lease for a five (5) year period at the end of the initial term, and, subject to the LESSOR's consent, at the end of any such five year extension. Sixty days written notice must be furnished to LESSOR of an intention either to exercise this option and each successive five (5) year option or not to exercise said option.

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. Permissive improvements: The LESSEE shall have the right to construct facilities for public use that may include, but not necessarily be limited to outdoor classrooms, and shelters for environmental education and instruction, nature trails 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 their 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, excluding all School Board permitting exemptions. LESSEE agrees to install and to pay all costs for utilities used on the leased premises.

c. Because the Florida Oceanographic Society, Inc. (FOS) leases adjoining property from the County, FOS shall have the right to review and comment on any improvements proposed by the School Board and the County shall consider these comments in determining whether the proposed improvements serve a public

purpose and comply with the terms of the Lease between the County and the School Board.

d. 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.

e. 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. Liability: The LESSEE assumes responsibility for claims for personal injury damages arising out of school use of the subject facilities. Use of the facilities by groups or organizations by their request shall be at their own risk and such use is conditioned upon their assumption of responsibility and liability for claims for personal injury damages arising out of their use of the facilities.

b. **Insurance:** The LESSEE agrees to maintain tort liability insurance or self-insurance coverage on the facilities for no less than the maximum amount for which the Legislature waives sovereign immunity for the state and its agencies, which amount is currently \$100,000.00 per claim, and \$200,000.00 per incident pursuant to Section 768.28, Florida Statutes (1991).

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 public 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 with the names and addresses of LESSEE's administrator who shall have authority to pay LESSEE's bills.

9. **Special Provisions:** LESSEE shall permit FOS reasonable use of the property described in this Lease for purposes of environmental education, research and other purposes consistent with FOS' charter. In the event of a disagreement, the Board of County Commissioners, Martin County, Florida, shall make the

determination of reasonable use. FOS use of the property and facilities shall be coordinated with and subject to the plans and use of the property by the Environmental Studies Center as set forth in this Lease. LESSEE shall cooperate with LESSOR in providing for use of LESSEE'S parking facilities by the general public using Stuart Beach Park, when parking is available on the leased premises.

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 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 foregoing provision in this Lease, Martin County may terminate this Lease if LESSEE fails to begin

significant construction of improvements with three (3) years from the date of this Lease.

In witness whereof, the parties have executed this Agreement on the date indicated above.

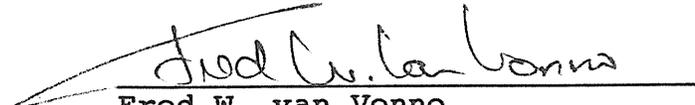
ATTEST:

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

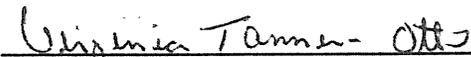
ATTEST:

THE SCHOOL BOARD OF MARTIN  
COUNTY, FLORIDA

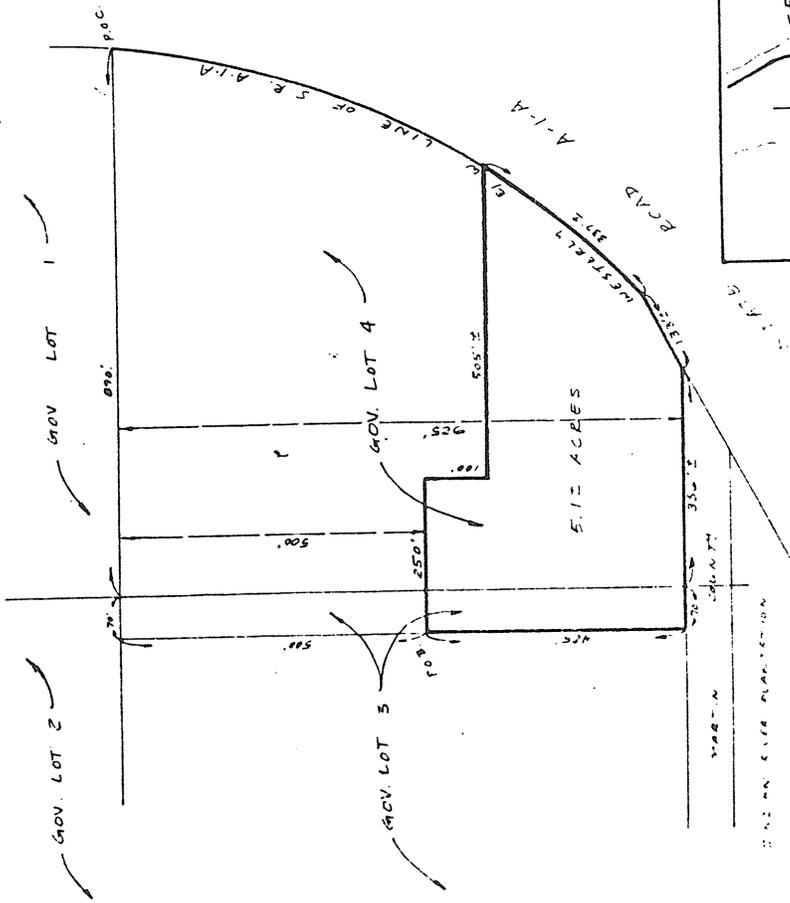
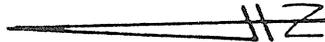
  
Frank T. Brogan, Superintendent  
and Secretary to the School Board

By:   
Michael H. Olenick, Chairman

APPROVED AS TO FORM AND  
CORRECTNESS:

  
Virginia Tanner-Otts  
School Board Attorney

SKETCH OF DESCRIPTION  
NOT A BOUNDARY SURVEY

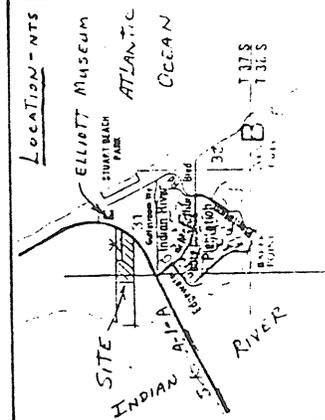


LEGAL DESCRIPTION

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 17 South, Range 42 East, Martin County, Florida, 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 Northeast 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 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 156.00 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.

CONTAINING 5.12 AC. MORE OR LESS.



REVISIONS	BY	DATE

ALLEN E. BECK  
PROFESSIONAL LAND SURVEYOR  
260 BANYAN DR. PORT ST. LUCIE, FL.  
(407) 340-1432 34952

SCALE 1" = 200' JOB NO 92-571

FR PAGE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY TO THE BEST OF MY BELIEF THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING AS PER CHAPTER 204-6 OF THE FAC SUBJECT TO ALL NOTES AND NOTATIONS SHOWN HEREIN.

Allen E. Beck  
ALLEN E. BECK P.L.S. #30190

25:92  
PAGE