

**EXTENSION TO LEASE AGREEMENT**

9<sup>th</sup> This Extension to Lease Agreement dated February 27, 2012 made and entered into this day of March, 2015 by and between the City of Stuart, Florida, whose principal address is 121 SW Flagler Avenue, Stuart, Florida 34994 (lessor) and Stuart Heritage, Inc. a Florida not-for-profit Corporation, whose principal address is 161 SW Flagler Avenue, Stuart, Florida, (lessee).

**WITNESSETH:**

In consideration of \$10.00, in hand paid, and the mutual promise, covenants and considerations herein contained, to be kept, and performed by each of the parties hereto, the parties agree to extend the Lease Agreement dated February 27, 2012, as follows:

**TERM**

The term, obligations to pay rent, rights to occupy and other provisions concerning the leased premises, shall be extended to February 27, 2020, unless otherwise extended or terminated.

ALL OTHER TERMS AND CONDITIONS OF THE LEASE AGREEMENT DATED FEBRUARY 27, 2012 SHALL REMAIN UNCHANGED.

This lease may be modified re amended only by written instrument, duly authorized and executed by both p[arties].

Wherefore, the parties have hereunto affixed the hands and seals as of this 9<sup>th</sup> day of March, 2015.

IN WITNESS WHEREOF, the parties have signed on the day, month and year aforesaid.

**CITY OF STUART, FLORIDA:**

**LESSEE:  
STUART HERITAGE, INC:**

Kelli Glass Leighton  
KELLI GLASS LEIGHTON  
MAYOR

Toley Engbretsen  
TOLEY ENGBRETSEN  
PRESIDENT

APPROVED AS TO FORM AND CORRECTNESS

Michael J. Mortell  
MICHAEL J. MORTELL  
CITY ATTORNEY

ATTEST:  
Cheryl White  
CHERYL WHITE  
CITY CLERK



## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT** made and entered into this 27 day of February, 2012 by and between the **CITY OF STUART, FLORIDA**, whose principal address is 121 SW Flagler Avenue, Stuart, Florida 34994 ("LESSOR"), and **STUART HERITAGE, INC.**, a Florida not for profit corporation, whose principal address is 161 SW Flagler Avenue, Stuart, Florida 34994, ("LESSEE").

### **SECTION 1 LEASED PREMISES**

LESSOR hereby leases to LESSEE a 2388 square foot City owned building at 161 S.W. Flagler Avenue. LESSEE will use the entire structure, first, second and basement floors as a Museum, Gift Shop and storage.

### **SECTION 2 TERM**

The premises are leased for a term of three (3) years beginning February 27, 2012. This lease may be extended at the option of both parties.

### **SECTION 3 RENT**

In consideration of LESSEE operating an admission free museum for artifacts relating to the history of the City of Stuart and the surrounding area, the rent shall be \$1.00 per year.

**SECTION 4**  
**CARE AND REPAIR OF PORTIONS OF LEASED STRUCTURE**

LESSEE accepts the premises "as is". LESSOR shall make such improvements as are needed at the discretion of the LESSOR. LESSEE shall commit no act of waste and shall take good care of the exterior of the building and the fixtures and appurtenances therein, and shall, in the use and occupy of the premises, conform to all laws, orders, and regulations of the federal, state, and municipal governments or any of their departments.

**SECTION 6**  
**LIABILITY INSURANCE**

LESSEE hereby covenants and agrees that during the Term of this Lease it shall save, hold, and keep harmless and indemnify LESSOR against any and all claims, demands, penalties, judgments, court costs, attorneys fees, and liabilities of every kind and nature whatsoever in connection with any injury to or death of any person or damage to property due to or arising out of LESSEE'S occupancy of the Leasehold Premises, or any part thereof, or arising out of any negligent activity of the user or due to the negligent installation, operation or maintenance by the user or any fixtures or equipment in or upon the Leasehold Premises or which may be incurred by user of any default or failure of LESSEE to comply in any respect with the provisions of this Lease, and LESSEE agrees to provide to LESSOR, at the commencement of the Term, evidence of Liability coverage written on an occurrence basis, with a limit of liability of at least \$500,000 for injury to any person or persons, including death and for damage to property covering the Leasehold Premises. LESSOR shall be an Additional

Named Insured on the Liability policy. The insurance company providing such insurance must be authorized to conduct business in the State of Florida by the Insurance Commission of the State of Florida.

**SECTION 6**  
**ALTERATIONS, ADDITIONS OR IMPROVEMENTS**

LESSEE shall not, without first obtaining the written consent of LESSOR, make any alterations, additions or improvements in, to or about the premises. LESSOR agrees LESSEE may install additional lighting, window treatments and phone jacks in all of the rooms to be the property of LESSEE.

**SECTION 7**  
**ACCUMULATION OF WASTE OR REFUSE MATTER**

LESSEE shall not permit the accumulation of waste or refuse matter on the leased premises or anywhere in or near the building.

**SECTION 8**  
**ASSIGNMENT OF SUBLEASE**

LESSEE shall not, without first obtaining the written consent of the LESSOR, assign, mortgage, pledge, or encumber this lease, in whole or in part, or sublet the premises or any part of the premises. LESSEE shall not sublet or allow other to occupy the premises without the prior approval of the City.

**SECTION 9**  
**UTILITIES**

LESSEE agrees to pay for all utility services.

**SECTION 10**  
**DEFAULT**

In the event any action is instituted at law to enforce any covenant in this Lease or to recover possession of the Leasehold Premises for any default or breach of this Lease by LESSEE, LESSEE shall pay such reasonable attorney's fees as may be determined by the court should LESSOR be the prevailing party.

**SECTION 11**  
**EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS**

The failure of either party to insist on strict performance of any covenant or condition of this Lease, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

**SECTION 12**  
**LESSOR'S RIGHT TO CURE LESSEE'S BREACH**

If LESSEE breaches any covenant or condition of this Lease, LESSOR may, on reasonable notice to LESSEE (except that no notice need be given in case of emergency), cure such breach at the expense of LESSEE and the reasonable amount of all expenses, including attorney's fees, incurred by LESSOR in so doing (whether paid by LESSOR or not) shall be deemed additional rent payable on demand.

**SECTION 13  
NOTICES**

Any notice by either party to the other shall be in writing and shall be deemed to have been given only if delivered personally or sent by registered or certified mail in an addressed postpaid envelope:

To LESSOR:           City Manager, City of Stuart  
                              121 S.W. Flagler Avenue  
                              Stuart, Florida 34994

To LESSEE:            Stuart Heritage, Inc.  
                              161 S.W. Flagler Avenue  
                              Stuart, Florida 34994

Or at such other address as LESSOR or LESSEE, respectively, may designate in writing. Notice shall be deemed to have been duly given, if delivered personally, upon delivery, and if mailed, upon the 3<sup>rd</sup> day after the mailing of such notice.

**SECTION 14  
LESSOR'S RIGHT TO INSPECT**

LESSOR may enter the Leasehold Premises at any reasonable time, upon adequate notice to LESSEE (except that no notice need be given in case of emergency) for the purpose of inspection of the condition of the building, as LESSOR deems necessary or desirable. LESSEE shall have no claim or cause of action against LESSOR by reason of such reasonable entry.

**SECTION 16  
PEACEFUL ENJOYMENT**

LESSOR covenants that if, and so long as, LESSEE pays the rent and performs the covenants of this Lease; LESSEE shall peaceably and quietly have, hold, and enjoy the Leasehold Premises for the Term herein mentioned, subject to the provisions of this Lease.

**SECTION 17  
LESSEE'S EMPLOYEES NOT EMPLOYEES OF LESSOR**

Agents, servants or employees of LESSEE shall be solely representatives of LESSEE and shall not be considered agents, servants or employees of LESSOR.

**SECTION 18  
JURISDICTION: VENUE**

This Lease shall be governed and interpreted by the laws of the State of Florida then in force. Venue shall be in Martin County.

**SECTION 20  
SEVERABILITY**

If for any reason whatsoever any of the provisions of this Lease shall be unenforceable or ineffective, all of the other provisions of this Lease shall be and remain in full force and effect. The provisions of this lease constitute and are intended to constitute the entire agreement of the parties. No terms, conditions, warranties, promises or understandings of any nature whatsoever, express or implied, exist between the parties except as herein expressly set forth.

**SECTION 21  
AMENDMENT**

This Lease may be modified or amended only by written instrument, duly authorized and executed by both parties.

**SECTION 22  
Authority to Execute Contract**

By signing this Agreement the Lessee swears or affirms, under penalty of perjury, that this is a valid act of the Lessee, and that no later claim shall be made by the Lessee that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the

**LEASE AGREEMENT**  
**Stuart Heritage, Inc. ("LESSEE")**

proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

**WHEREFORE**, the parties have hereunto affixed their hands and seals as of this 27<sup>th</sup> day of February, 2012.

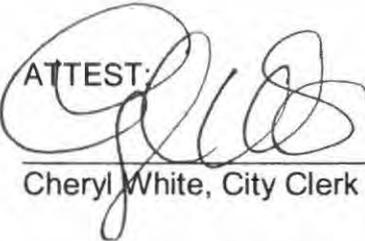
Signed, sealed and witnessed in our presence:

**LESSOR:**

CITY OF STUART

  
JAMES A. CHRISTIE, JR.  
MAYOR

ATTEST:

  
Cheryl White, City Clerk

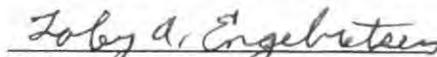
APPROVED AS TO FORM  
AND CORRECTNESS:

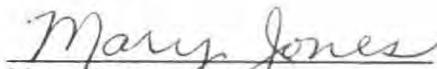
  
Michael D. Durham, City Attorney



**LESSEE:**

STUART HERITAGE, INC.

  
Toley Engebretsen  
President

  
Mary Jones  
Executive Director

From: "Sharon Scalera" <SScalera@rvjohnson.com>  
 Subject: **stuart heritage**  
 Date: February 7, 2012 7:48:33 AM EST  
 To: <stuartheritage1@yahoo.com>  
 1 Attachment, 53.6 KB



Sharon Scalera  
 R.V. Johnson Insurance  
 Phone (772) 600-1979  
 Fax (772) 287-4255  
 Email: sscalera@rvjohnson.com

CONFIDENTIALITY NOTE: This email & attachment are intended for the view of the recipient named above only. No coverage may be bound, altered or cancelled via email.



**CERTIFICATE OF LIABILITY INSURANCE**

STUA-19 OP ID: SS

DATE (MM/DD/YYYY)  
 02/07/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER R.V. Johnson Insurance 2041 SE Ocean Blvd Stuart, FL 34996 R.V. Johnson Agency, Inc.	772-287-3366 772-287-4439	CONTACT NAME: Cindy Bartels PHONE (A/C, No, Ext): 772-287-3366 E-MAIL ADDRESS: cbartels@rvjohnson.com	FAX (A/C, No): 772-287-4255
INSURED Stuart Heritage Inc. A Florida Not For Profit Corp 161 SW Flagler Ave Stuart, FL 34994		INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners Insurance Co NAIC # 18986 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		72033089	08/21/11	08/21/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEG. RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If "Y" describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUS/TOR/LIMITS <input type="checkbox"/> OTH/EE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Certificate Holder is an Additional Insured on the Liability Policy

LEASE ADDENDUM

THIS LEASE ADDENDUM made and entered into this 25<sup>th</sup> day of ~~August~~ <sup>June</sup>, 2004 by and between Stuart Heritage, Inc., a Florida not-for-profit corporation, 161 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter the "Lessee," and the City of Stuart, a Florida municipal corporation, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter the "City."

\* \* \* \* \*

WHEREAS, these parties have entered into a five year Lease beginning November 26, 1999 whereby the Lessee leased from the City the interior of the "Stuart Feed Store" building at 161 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter the "Building," to operate a museum of local history at a nominal rent of \$1.00 per year; and

WHEREAS, the last day of the five year Lease term is November 25, 2004; and

WHEREAS, the City desires to renovate the Building and has contracted with "Masterpiece Builders" for the construction of these improvements at a cost of approximately \$300,000.00; and

WHEREAS, the City and the Lessee agree that the Lessee will provide \$48,616.00 as its share of the construction costs to complete the renovation of the Building including construction of a new basement therein, hereinafter "Lessee's Share."

NOW THEREFORE, the parties hereto agree as follows:

1. The foregoing recitals are true and correct.
2. With the commencement of the restoration work by Masterpiece Builders, the Lessee shall pay to the City the sum of \$12,000.00 as a portion of Lessee's Share. During the 190 day period of renovation construction by Masterpiece Builders, the Lessee shall make two payments of \$12,308.00 each, the second of which shall be tendered to the City prior to and as a condition of the occupancy of the Building by the Lessee. Within five days of the re-occupancy of the Building by the Lessee, the Lessee shall pay the final payment to the City in the amount of \$12,000.00.
3. The Lessee shall not re-occupy the Building or any portion thereof following the completion of renovation until the Lessee has made the payments described in paragraph 2 above. In such event the City may elect to terminate the Lease upon 30 days written notice of termination to the Lessee.

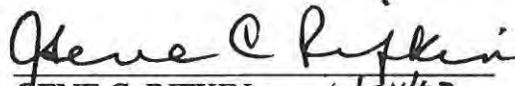
4. In the event the aforesaid payments are timely received, the Lease shall not be terminated by the City as provided in paragraph 4 above and the Lease term shall be extended six years through November 25, 2010.

5. In all other respects and except as amended hereby, the aforesaid Lease shall remain in full force and effect.

WHEREFORE, the parties have caused their hands and seals to be affixed hereto by their duly authorized representatives on the day and year first above written.

CITY:

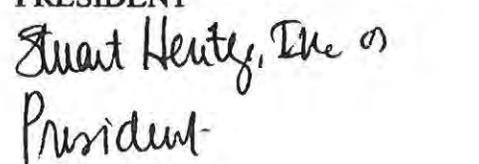
  
DIANNE M. O'DONNELL *4/29/02*  
CITY CLERK

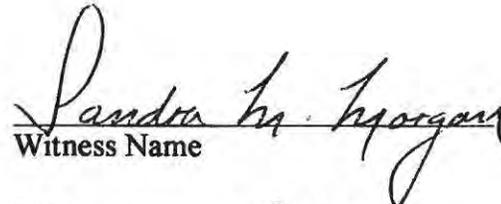
  
GENE C. RIFKIN *6/24/02*  
MAYOR

APPROVED AS TO FORM  
AND CORRECTNESS:

  
CARL V.M. COFFIN  
CITY ATTORNEY

LESSEE:

  
CHRIS SAWICKI  
PRESIDENT  
  
Stuart Henty, Inc. is  
President

  
Witness Name

  
Witness Name

# LEASE

1. **Parties.** This Lease is made by and between:

**City of Stuart, Florida**, a municipal corporation  
("Lessor"), whose Post Office address is 121 Southwest  
Flagler Avenue, Stuart, Florida 34994

And

**Stuart Heritage, Inc.**, a Florida not for profit corporation  
("Lessee"), whose Post Office address is 161 southwest  
Flagler Avenue, Stuart, Florida 34994

2. **Leasehold Premises.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the first and second floors and the basement of the Stuart Feed Store located at 161 Southwest Flagler Avenue, Stuart, Florida (the "Leasehold Premises").

3. **Term.** The above described space is leased for a term of five (5) years commencing on the 26<sup>th</sup> day of November 1999 and terminating on the 25<sup>th</sup> day of November 2004.

4. **Use and Occupancy.** Lessee shall use and occupy the "Leasehold Premises" as a museum of local history operating the same for no less than six (6) days a week, five (5) hours a day for the duration of the Lessee's tenancy. In addition, Lessee may conduct, as an ancillary museum use, a small gift shop selling items related to the City of Stuart and other areas of Martin county and to books, video and voice tapes and periodicals related to historical matters and items designed to assist Stuart Heritage, Inc. to raise funds to carry out its purposes, duties and responsibilities.

5. **Rent.** In consideration of Lessee operating an admission free museum for artifacts relating to the history of the City of Stuart and its surrounding environs, the rent shall be \$1.00 per year. Although the public's admission shall be free, donations for the operation or improvement of the museum shall be allowed. Lessee shall keep accurate records of any and all donations and expenditures from such funds which shall, at all times, be open to inspection by Lessor.

6. **Place for Payment of Rent.** Whenever rent is due under tis lease, Lessee shall pay the applicable sume on or before the first day of each annual term at the above stated address or at such other place as Lessor may designate in writing.

7. **Care and Repair of the Structure on the Leasehold Premises.** Lessee shall commit no act of waste and shall take good care of the interior of the Leasehold Premises and the fixtures and appurtenances therein contained, and shall, in the use and occupancy thereof, conform to all laws, orders, and regulations of the federal, state and municipal

governments or any of their departments. Lessor shall make all such necessary major repairs to the Leasehold Premises, except where the repair has been made necessary by misuse or neglect by Lessee or Lessee's agents, servants, visitors or licenses. Lessee shall make all all necessary non-major repairs to the Leasehold Premises. Any improvements made by the Lessee to the Leasehold Premises which are so attached that they cannot be reoved without material injury to the Leasehold Premises shall become the property of the Lessor upon installation.

**A. Lessor Maintenance.** In addition to the Lessor's improvements as hereinafter set forth, the Lessor ovenants to maintain at it cost and expense, the exterior, structural and foundation components of the Leasehold Premises. Such maintenance shall specifically include the repair and replacement, if necessary, of the roof. For the purposes hereof , "major repairs" are agreed by the parties to be those repairs to the individual systems which are estimated to cost in excess of ONE THOUSAND AND NO/100'S DOLLARS (\$ 1,000.00). Lessor's maintenance shall also specificall include: the paving, curbing and repair of all parking areas, driveways, sidewalks and termite control.

**B. Lessee Maintenance.** During its occupancy of the Leased Premises, Lessee covenants to keep in good order and maintain the following: the interior portions of the Buoding, windows, the air conditioning, electrical and plumbing systems wich maintenance shall include the non-major repairs to such systems, all external signage and lighting on the building, any landscaping and lawn, and all pest control except termites. Tenant shall cause all refcuse and debris to be removed from the Leased Premises by the City of Stuart for the normal fee.

The Lessee shall promptly notify the Lessor of any needed repairs to the roof or of any major repairs to the Building systems or its structure that are the responsibility of the Lessor hereunder. Lessor shall thereafter promptly commence and diligently pursue such repair work. In the event that Lessor does not commence wrk on such repairs within twenty (20) days of receipt of notice of the need thereof, if the repair is more than One Thousand and No/100 Dollars, Lessee may elect to undertake such repairs and Lessor shall reimburse Lessee for the cost therof. In the event that Lessor does not reimburse Lessee for such costs within thirty (30) if Lessee's submission of an actual statement therefor, Lessee may deduct the repair costs fro subsequent Base Rent payments. In the event of emergency, Lessee shall promptly notify Lessor of such and Lessee may immediately undertake the needed repair work as is necessary under the circumstances to those items which are considered to be the Lessor's responsibility and Lessor shall, as soon as practical thereafter, commence its repair work. In the event of such emergency, Lessee shall be reimbursed for the cost of making such emergency repairs which actually would have been the responsibility of the Lessor.

In the event that Lessor fails to complete its required emergency and non-emergency repairs within ninety (90) days of receipt of notice, Lessee may terminate this Lease unless Lessee has elected to undertake such repairs as provided herein above.

**8. Insurances.**

**A. Liability.** Lessee hereby covenants and agrees that during the term of this Lease it shall save, hold, and keep harmless and indemnify Lessor against any and all claims, demands, penalties, judgements, court costs, attorneys fees, and liabilities of every kind and nature whatsoever in connection with any injury to or death of any person or damage to property due to or arising out of Lessee's occupancy of the Leasehold Premises, or an part thereof, or arising out of any negligent activity of the user or due to the negligent instalation, operation or maintenance by the user of any fixtures or equipment in or upon the Leasehold Premises or which may be incurred by user of any default or failure of Lessee to comply in any respect with the provisions of this Lease, and Lessee agrees to provide, at its own cost and expense, all insurance reuired in this Lease, Lessee shall rprovide to Lessor prior to occupancy of the Facility, evidence of the following coverages:

(1) Commercial General Liability written on an occurrence basis, with a limit of liability of at least \$1,000,000 for injury to any person or persons, including death and for damage to property covering the Leasehold Premises. Lessor shall be an Additional Named Insured on the Commercial General Liability policy, The insurance company providing such insurance must be authorized to conduct business in the State of Florida by the Insurance Commissioner of the State of Florida.

(2) Worker's compensation, if required by law, written in accordance with Florida Statute 440, Part A as it may be amended from time to time with statutory limits and Florida Statute 440, Part B Employers Liambility coverage as required by law.

**B. Contents.** Lessee agrees to provide, at its own cost and expense, firme extended coverage and vandalism insurance covering its personal property, the personal property of other under its care, custody and control and all improvements installed in the Leasehold Premises by Lessee in an amount equal to the full insurable value thereof.

**9. Alterations, Additions or Improvements:** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions or improvements in, to or about the Leasehold Premises; and said consent shall not be unreasonably withheld.

**10. Accumulation of Waste or Refuse Matter:** Lessee shall not permit the accumulation of waste, refuse or other articles which constitute and unsightly appearance to the Leasehold Premises.

**11. Abandonment:** Lessee shall not, without first obtaining the written consent of Lessor, abandon the Leasehold Premises, or allow the Leasehold Premises to become vacant or deserted.





**25. Peaceful Enjoyment:** Lessor covenants that if, and so long as, Lessee pays the rent and performs the covenants of this Lease, Lessee shall peaceably and quietly have, hold and enjoy the Leasehold Premises for the term herein mentioned, subject to the provisions of this Lease.

**26. Lessee's Employees Not Employees of Lessor:** Agents, servants or employees of Lessee shall be solely representatives of Lessee and shall not be considered agents, servants or employees of Lessor.

**27. Non-Discriminatory Uses:** Lessee agrees that entry to and use of the Museum shall be made available to the general public without regard to age, sex, race, religion or national origin.

**28. Section Headings:** The Section heading in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

**29. Jurisdiction; Venue:** This Lease shall be governed and interpreted by the laws of the State of Florida then in force. Venue shall be in Martin County.

**30. Severability:** If for any reason whatsoever any of the provisions of this Lease shall be unenforceable or ineffective, all of the other provisions hereof shall be and remain in full force and effect.

**31. Amendment:** This lease may be modified or amended only by written instrument, duly authorized and executed by both parties.

WHEREFORE, the parties have hereunto affixed their hands and seals in this 22<sup>nd</sup> day of November, 1999.

Lessee:

Signed, sealed and witnessed in our presence:

[Signature]  
Witness Name

[Signature]  
Witness Name

STUART HERITAGE, INC.

By: Chris Sawicki, President  
Chris Sawicki, President

(Corporate Seal)

Lessor:

Attest:

[Signature]  
DIANNE O'DONNELL, City Clerk

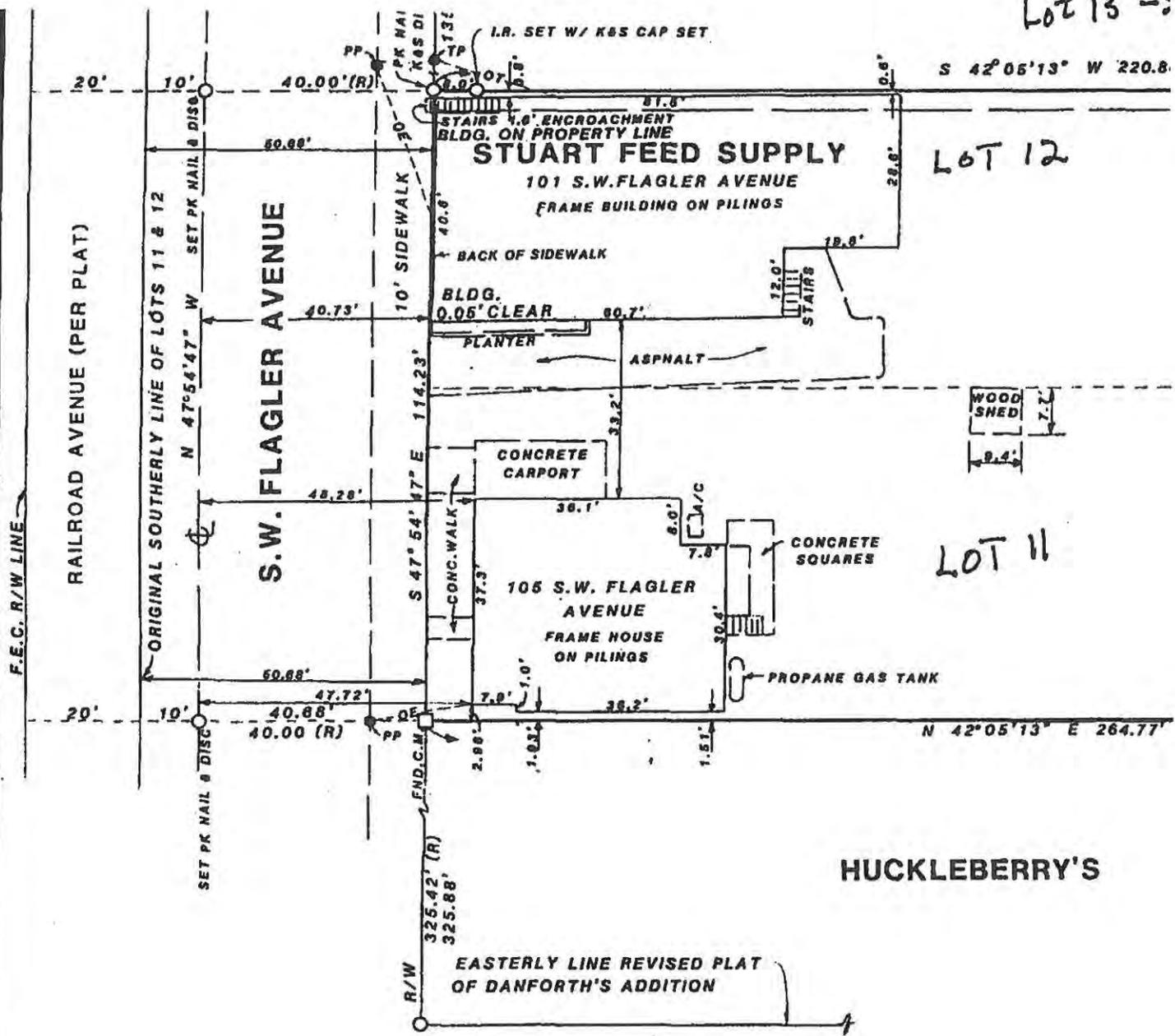
CITY OF STUART

[Signature]  
KARL J. KRUEGER, JR., Mayor

Approved as to form and correctness:

[Signature]  
CARL V. M. COFFIN, City Attorney

Lot 13 ->



**LAND DESCRIPTION**

LOT 12, ACCORDING TO THE REVISED PLAT OF DANFORTH'S ADDITION TO THE TOWN OF STUART, FILED SEPTEMBER 29, 1914, AND RECORDED IN PLAT BOOK 5, PAGE 69, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA PUBLIC RECORDS. LESS AND EXCEPT THE SOUTHWESTERLY 50.68 FEET FOR FLAGLER AVENUE AND CONCRETE WALKWAY AS LAID OUT AND NOW IN USE.

THE SOUTHERLY 4 FEET OF LOT 13, ACCORDING TO THE REVISED PLAT OF DANFORTH'S ADDITION TO THE TOWN OF STUART, FLORIDA, FILED SEPTEMBER 29, 1914, AND RECORDED IN PLAT BOOK 5, PAGE 69, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, PUBLIC RECORDS AND BOUNDED ON THE SOUTHEAST BY THE SOUTHEAST LINE OF LOT 13; ON THE NORTHEAST BY THE WATERS OF THE ST. LUCIE RIVER; ON THE SOUTHWEST BY FLAGLER AVENUE; AND ON THE NORTHWEST BY A LINE PARALLEL TO AND 4 FEET DISTANCE MEASURED ON THE PERPENDICULAR FROM THE SAID SOUTHEAST LINE OF SAID LOT 13. LESS AND EXCEPT THE SOUTHWESTERLY 50.68 FEET FOR FLAGLER AVENUE AND CONCRETE WALKWAY AS LAID OUT AND NOW IN USE.

LOT 11, REVISED PLAT OF DANFORTH'S ADDITION TO THE TOWN OF STUART FILED SEPTEMBER 29, 1914, AND RECORDED IN PLAT BOOK 5, PAGE 69, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, PUBLIC RECORDS. LESS AND EXCEPT THE SOUTHWESTERLY 50.68 FEET FOR FLAGLER AVENUE AND CONCRETE WALKWAY AS LAID OUT AND NOW IN USE.