

# City of Stuart

*Sailfish Capital of the World*



BEFORE THE CITY COMMISSION  
CITY OF STUART, FLORIDA

## RESOLUTION NO. 38-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A GROUND LEASE AGREEMENT BETWEEN CITY OF STUART, FLORIDA AND ROAD TO VICTORY MILITARY MUSEUM, INC. FOR THE LEASE OF THE FORMER AMERICAN LEGION POST BUILDING LOCATED IN MEMORIAL PARK; AND PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

**SECTION 1:** The City Commission of the City of Stuart hereby authorizes the Mayor and City Clerk to execute a Ground Lease Agreement between City of Stuart, Florida and Road to Victory Military Museum, Inc, for the lease of the former American Legion Post Building located in Memorial Park.

**Section 2:** This Resolution shall take effect immediately upon its adoption.

Commissioner Christie offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner Hutchinson and upon being put to a roll call vote, the vote was as follows:

JEFFREY KRAUSKOPF , MAYOR  
JAMES CHRISTIE, VICE MAYOR  
MICHAEL MORTELL, COMMISSIONER  
MARY HUTCHINSON, COMMISSIONER  
CAROL WAXLER, COMMISSIONER

YES	NO	ABSENT
✓		
✓		
✓		
✓		
✓		

ADOPTED this 14<sup>th</sup> day of April, 2008.

ATTEST:

*C. White*  
CHERYL WHITE  
CITY CLERK

*[Signature]*  
JEFFREY A. KRAUSKOPF  
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

*[Signature]*  
PAUL J. NIGOLETTI, CITY ATTORNEY



## GROUND LEASE

THIS GROUND LEASE is made and executed as of the 14<sup>TH</sup> day of APRIL, 2008 between the **CITY OF STUART, FLORIDA**, a municipal corporation, 121 SW Flagler Avenue, Stuart, FL 34994, hereinafter referred, to as "Lessor", and **ROAD TO VICTORY MILITARY MUSEUM, INC.**, a Florida not for profit corporation, hereinafter referred to as "Lessee", 208 SE Lincoln Avenue, Stuart, FL 34994.

### **Section 1. Demise, Description and Use of Demised Premises.**

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor leases to Lessee, and Lessee hires from Lessor, upon the terms and conditions contained herein, for the purpose of conducting thereon the lawful uses of a MILITARY MUSEUM, and for no other purpose, upon the following described real property located in Martin County, Florida, to wit:

**See Exhibit "A," attached hereto and made a part hereof, which includes a sketch of the said parcel, and the Building thereon, which together shall be hereinafter termed the "Demised Premises."**

As used herein, the term "Demised Premises" also refers to the real property above described, and to any improvements located thereon from time to time during the term hereof. The parties acknowledge that the Lessor shall, concurrent with the execution of the Lease, convey all right, title and interest to the Building located on the

Demised Premises (the "Building"), and shown on the survey attached hereto in **Exhibit "A"** by a lawful Bill of Sale, a copy of which is attached hereto as **Exhibit "B."** The conveyance of the Building is subject to the Lessee's right and obligation to remove the Building from the Demised Premises, on or before the termination of the Lease, except as further provided or limited herein, or in the Bill of Sale.

**Section 2. Commencement and Term.**

The term of this Lease shall commence on **May 1, 2008**, regardless of the date of full execution of this Lease (the "Commencement Date"). Rental payments due hereunder shall commence on that date. The date upon which the rental payments commence pursuant to the terms hereof is hereinafter referred to as the "Rent Commencement Date."

**The term of this Lease shall continue for a period of TWENTY-FOUR (24) MONTHS from the Rent Commencement Date, until and including April 30, 2010, subject to extension or prior termination as set forth herein.**

**Section 3. Right to Terminate or Extend.**

A) Lessee shall have the right to terminate this Lease at any time upon sixty (60) days written notice to the Lessor, and complete removal of the Building. If a notice of termination is given by the Lessee, it shall indicate in such notice how, when and where it intends to relocate the Building. In the event that no relocation of the Building is requested, or if no relocation of the Building occurs on or before the termination date, the Building shall revert, to the ownership of the Lessor, without further legal challenge by the Lessee, and the Bill of Sale, escrowed herein, shall be released to the City of Stuart.

**B)** Provided the Lessee is not in default under any of the terms and conditions of this Lease, and provided the Tenant has faithfully performed all of its covenants and undertakings contained in this Lease, Lessee shall have the right to request and extension of the term **for up to an additional twelve (12) months**, subject to the needs of the Lessor, which needs shall be the sole and determinant factor in allowing or disallowing the extension, if requested. Such request for extension notice shall be sent to the Lessor no later than sixty (60) days prior to the expiration of the Lease, and as otherwise provided for notices herein.

**C) Section 4. Basic Rent.**

It is the purpose and intent of the Lessor and the Lessee that the rental shall be absolutely net to the Lessor. Lessee hereby agrees to pay to Lessor as its Basic Rent for the Demised Premises, the **sum of \$100.00 per month**, payable in advance on the **Rent Commencement Date**. Payment shall be made in the form of a local check, and shall be made payable to **"The City of Stuart," or in such other manner as the parties mutually agree upon**. All sums due as rent or additional rent shall be paid without set-off for any reason.

**Section 5. Rent Escalation.**

The basic rent herein shall not increase, unless the Lessee shall "holdover" beyond the expiration of the Lease and any extension thereof, in which case the rent thereafter shall be at a rate of \$2,500.00 per month, or any part thereof.

**Section 6. Taxes.**

Beginning on the Commencement Date and throughout the term of this Lease thereafter, including any extension terms, Lessee shall pay, as additional rent

**City of Stuart Ground Lease with Road to Victory Military Museum, Inc.**

hereunder, before they become delinquent, all taxes, if any. "Taxes" as used herein means all real property taxes, rates, duties and assessments, local improvement taxes, whether a general or special, that are levied, rated, charged or assessed against the Demised Premises or any part thereof and any rents due Lessor therefrom from time to time by any lawful taxing authority, whether Federal, State, Municipal, School, or otherwise, and any and all taxes which are imposed in lieu of, or in addition to any such real property taxes whether of the foregoing character or not and whether in existence at the Commencement Date. Lessor shall promptly forward to Lessee all notices, bills or invoices Lessor receives requiring payment for any of the items set forth above. All taxes for the beginning and ending years of the term hereof, from date hereof, including any extension terms, shall be prorated between Lessor and Lessee based upon the respective periods in which they hold possession of the Demised Premises. Lessee may contest any tax or assessment it is required to pay and may file protests or otherwise proceed in the name of Lessor. Any contest must be made by posting with the Lessor sufficient collateral, in a form acceptable to Lessor to protect the Lessor against loss of the property by tax sale or other tax collection procedure. Lessor may use the collateral at any time Lessor determines in good faith, that such a loss is imminent. All Federal or state sales taxes or taxes similar in nature imposed upon payments made by Lessee to the Lessor, or upon this lease whether on the rents, additional rent or the lease or leasing privilege shall be paid in full by Lessee promptly when due or upon demand therefor.

**Section 7. Reserved.**

**Section 8. No Encumbrances of Lessor's Property.**

Lessee shall not encumber, or allow to be encumbered, its Leasehold interest in the Demised Premises for any reason whatsoever, including as security for any indebtedness of Lessee. Lessor shall not be required to subordinate its fee interest in the Demised Premises to the lien of any security interest which Lessee may execute.

**Section 9. Assignment and Sublease.**

Lessee shall not assign this Lease, or sub-lease the Demised Premises in any manner, or for any purpose.

**Section 10. Uses Prohibited.**

Lessee shall not use or permit the use of the Demised Premises, or any part thereof, for any illegal purpose or purposes, nor shall Lessee maintain a nuisance on the Demised Premises or use or permit the use thereof for immoral purposes. The Demised Premises may not be used for the storage or disposal of any toxic waste, or toxic materials of any sort. The Lessee shall not commit waste. No use may be made of the property which would legally impair the right to collect rent called for herein.

**Section 11. Improvements, Repairs, Additions, Replacements to the Real Property.**

Through the term of this Lease, the Lessee shall have the right, but not the duty, to repair or reconstruct any and all of the building, works, or improvements upon the Demised Premises, as are permitted by the then applicable building and zoning ordinances of the City. Lessee shall, at all times during the term of this Lease, and at its own cost and expense, keep and maintain or cause to be kept and maintained in repair and good condition (ordinary wear and tear excepted), all buildings and improvements

at any time erected on the Demised Premises, and shall use all reasonable precaution to prevent waste, damage or injury. Lessor shall not be required to furnish any services or facilities or to make any improvements, repairs, or alterations in or to the Demised Premises during the term of this Lease. Lessee's rights, as set forth in this Section 11, shall be subject to the following conditions:

- A) The cost of any such construction, alteration or improvements, shall be borne Lessee.
- B) The Demised Premises shall, at all times, be kept free of mechanics and materialmen's liens.
- C) The Lessee agrees to execute such further agreements as may be necessary, from time to time, to preserve the leased Demised Premises from the imposition of liens. The Lessee shall provide in any contracts and shall require the general contractor to provide in all sub-contracts and sub-sub-contracts that the parties thereto must look solely to the Lessee for payment and that no liens shall be filed against the land itself.
- D) During the term of the Lease (or any extended term hereunder) Lessee may remove the building located on the Demised Premises, by notifying the Lessor, in writing, at least fourteen (14) days prior. At the end of the term hereof, including any extension granted by Lessor, all improvements located on the Demised Premises must be removed by the Lessee, unless the title for the same has not been given to the Lessee, or the improvements have reverted to the ownership of the Lessor, notwithstanding any Bill of Sale previously given by the Lessor to the Lessee for the building.
- E) During the term of the Lease, any change in color of the building, or exterior modification, must be approved by the Lessor.

F) During the term of the Lease, the Lessor shall be responsible for grounds maintenance, and water and sewer service as included within the base rent. The Lessee shall be solely responsible for all other services, including pest extermination, electric power, and telecommunications services.

**Section 12. Insurance.**

Lessee covenants to provide, during the entire term hereof at Lessee's own cost and expense, as additional rent, by advance payment of premiums, a comprehensive liability policy of insurance protecting Lessor as an "additional insured" against any liability whatsoever, occasioned by accident on or about the Demised Premises or any appurtenances thereto. Such policy shall be approved by Lessor, written by a company rated not less than "AAA", by Best's Register, in an amount of not, less than One Million Dollars (\$1,000,000.00) to cover the claim or damage from any single person, and not less than Two Million Five Hundred Thousand Dollars (\$2,500,000.00) to cover more than a Single claim which may arise from a single action, and in the sum of Five Hundred Thousand Dollars (\$500,000.00) in respect to claims for property damage. Such policy shall insure Lessee and Lessor against any liability that may accrue against them or either of them, on account of any occurrence on or to the Demised Premises during the term thereof, resulting in personal injury, death, property damage, or any other liability whatsoever; and said policies shall include indemnity against loss, expense and damage of any and every kind, including costs of investigation and attorney's fees, and other costs of defense. Lessee agrees to pay all premiums for all policies promptly as additional rent and deliver to Lessor an original or duplicate original of all such policies, together with evidence of payment of premium thereon, upon the

beginning date of this Lease, and from time to time thereafter as premiums shall fall due. Lessor may require an increase in the limits of coverage or extent or coverage at anytime such increase is deemed commercially reasonable by Lessor. All insurance coverage called for under the Lease shall contain provisions granting Lessor thirty (30) days written notice prior to termination thereof and shall be written by an insurance company authorized to do business in Florida. Copies of the policies shall be promptly furnished to Lessor.

**Section 13. Indemnification of Lessor.**

In consideration of said Demised Premises being leased to Lessee for the above rental, Lessee agrees: that Lessee, at all times, will indemnify and hold harmless Lessor, its officers, employees and agents, from all losses, damages, liabilities and expenses, which may arise or be claimed against Lessor and be in favor of any persons, firms or corporations, for any injuries or damages to the person or property of any persons, firms or corporations, consequent upon or arising from the use or occupancy of said Demised Premises by Lessee, or consequent upon or arising from any acts, omission, neglect or fault of Lessee, his agents, servants, employees, licensees, visitors, customers, patrons, or invitees, or consequent upon or arising from Lessee's failure to comply with any laws, statutes, ordinances, codes or regulations as herein provided; that Lessor shall not be liable to Lessee or any damages, losses or injuries to the persons or to property of Lessee which may be caused by the acts, neglect, omissions or faults of any persons, firms or corporations and that Lessee will indemnify and keep harmless Lessor from all damages, liabilities, losses, injuries or expenses which may arise or be claimed against Lessor and be in favor of any persons, firms or corporations, for any injuries or

damages to the person or property of any persons, firms or corporations, where said injuries or damages arose about or upon said Demised Premises, as a result of the negligence of Lessee, his agents, employees, servants, licensees, visitors, customers, patrons and invitees. All personal property placed or moved into the Leased Demised Premises or Building shall be at the risk of Lessee or the owners thereof, and Lessor shall not be liable to Lessee for any damages to said personal property. Lessee shall maintain at all times during the term of this Lease an insurance Policy or policies in an amount or amounts sufficient to indemnify Lessor and to pay Lessor's damages, if any, resulting from any matters set forth herein before in this Paragraph 13. Lessee's property insurance policies shall contain a waiver of the right of subrogation against the Lessor.

**LESSEE COVENANTS NOT TO SUE LESSOR OR TO RECOVER FROM LESSOR FOR ANY DAMAGES CAUSED BY SIMPLE NEGLIGENCE OF LESSOR, ITS AGENTS OR EMPLOYEES.**

**Section 14. Time.**

It is understood and agreed between the parties hereto that time is of the essence of all the terms, provisions, covenants and conditions of this Lease.

**Section 15. Condemnation.**

(a) If, at any time during the term of this Lease, title to all of the Demised Premises shall be taken by the exercise of the right of condemnation or eminent domain, this Lease shall terminate and expire on the date of such taking, and the rent and other charges provided to be paid by Lessee shall be apportioned and paid to the date of such taking.

(b) If at any time during the term of this Lease, title to less than all of the Demised Premises shall be taken as aforesaid, this Lease shall continue (unless Lessee shall elect to terminate this Lease by giving notice thereof to Lessor within thirty (30) days after the date of such taking, in which case this Lease shall terminate on the date therefor set forth in such notice), except that thereafter the rent shall be reduced to a fraction of the former amount which fraction shall be determined by dividing the area of the untaken portion of the Demised Premises by the area of the Demised Premises immediately before the taking.

(c) Lessee may, at its option, but shall not be required to, repair, restore, replace or rebuild any damage or destruction to the Demised Premises and improvements located thereon resulting or arising from any taking of all or any part thereof.

**Section 16. Requirements of Public Authority.**

(a) During the term of this Lease, Lessee shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations (collectively "regulations") of the Federal, State, County, and City governments and of all other governmental authorities affecting the Demised Premises or appurtenances thereto or any part thereof whether the same are in force on the Commencement Date or may in the future be passed, enacted or directed and Lessee shall pay all costs, expenses, liabilities losses' damages fines, penalties, claims and demands, including reasonable counsel fees, that may, in any manner arise out of or be imposed because of the failure of Lessee to comply with the covenants of this Section 16. If such regulations shall so restrict the use or development, of the Demised Premises so as to render the further development of the

Demised Premises unfeasible in the discretion of Lessee, Lessee shall have the option to terminate this Lease upon thirty (30) days written notice to Lessor.

(b) Lessee shall have the right to contest by appropriate legal proceeding diligently conducted in good faith, in the name of the Lessee, without costs, liability or expense to Lessor, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in paragraph (a) of this section and, if by the terms of any such law, ordinance, order, rule, regulation, or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Lessee may delay such compliance therewith until the final determination of such proceedings. Nothing herein shall delay the payment of all sums due to Lessor herein required to be paid.

**Section 17. Lessor's Title/Possession.**

Lessor covenants that as of the Commencement Date, Lessor retains and has fee simple title to the Demised Premises with full right and authority to make this Lease; the Demised Premises are free and clear of all liens, easements, restrictions, leases and encumbrances. Lessee shall be delivered possession of the Demised Premises; and Lessee shall have quiet and peaceful possession and enjoyment of the Demised Premises and of all appurtenances thereunto belonging during the term of this Lease including all extension terms.

**Section 18. Care of Demised Premises.**

Lessee shall in no wise violate any of the zoning or other governmental restrictions now or hereafter placed upon the said real property. Lessee shall, at its sole expense, pay for any alterations, improvements, machinery or equipment which may be required by any applicable governing body now or at any time during the term of this Lease.

**Section 19. Reserved.**

**Section 20. Lessee Defaults.**

This Ground Lease and the term hereof, and the Bill of Sale, are subject to the limitation that if at any time during the term of this Ground Lease, anyone or more of the following events (herein called an "event of default") shall occur, that is to say:

- (1) If Lessee shall make an assignment for the benefit of its creditors; or
- (2) If any petition shall be filed against Lessee in any court, whether or not pursuant to any Statute of the United States or of any State, in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, and Lessee shall thereafter be adjudicated bankrupt, and if any such proceedings shall not be dismissed within ninety (90) days after the institution of the same; or if any such petition shall be so filed by Lessee; or
- (3) If Lessee shall fail to pay any installment of the rent, or any part hereof, when the same shall become due and payable, and such failure shall continue for thirty (30) days; or
- (4) If Lessee shall fail to pay when due any other charge required to be paid by Lessee hereunder, and such failure shall continue for thirty (30) days after written notice thereof from Lessor to Lessee; or
- (5) If Lessee shall fail to perform or observe any other requirement of this Lease (not hereinbefore in this Section 20 specifically referred to) on the part of Lessee to be performed or observed, and such failure shall continue for thirty (30) days after written notice thereof from Lessor to Lessee, unless Lessee shall have commenced to cure any such default as is referred to in this sub-section five (5) within said thirty (30) day period

and diligently pursues such cure to completion; then upon the happening of anyone or more of the aforementioned events of default, and the expiration of the period of time for remedying the same, Lessor may:

a) give to Lessee a notice (hereinafter called "notice of termination") of intention to end the term of this Ground Lease and the term hereof, as well as all of the right, title and interest of the Lessee hereunder, and of and to the Bill of Sale, shall wholly cease and expire in the same manner and with the same force and effect as if the date originally specified herein for the expiration of this Lease had arrived and the Lessee shall then quit and surrender the Demised Premises to Lessor, and b) Lessor may at any time after an event of default reenter the Demised Premises and remove Lessee therefrom, and all or any of its property therefrom, either by summary dispossession proceedings or by any suitable action or proceeding at law; and c) It is expressly and specifically covenanted and agreed that the entire unpaid balance of the basic rent with an estimated adjustment as provided in Section 5 and the entire amount of estimated additional rental to the end of the term, based upon existing additional rentals already accrued, shall, at the sole option of the Lessor, immediately become due and payable, and d) All of the right, title, estate and interest of Lessee (i) in and to the Building or other improvements, all changes, additions and alterations therein, and all renewals and replacements thereof, and (ii) all rents, sub-leases, issues and profits of the Demised Premises, or any part thereof whether then accrued or to accrue, shall automatically pass to, vest in, revert to, and belong to Lessor, without further action on the part of either party, free of any claim thereto by Lessee. e) Lessor shall have any other remedy provided by Florida Law.

**Section 21. Lessor's Defaults.**

If Lessor fails to perform or observe any requirement or covenant of this Lease to be performed and observed by Lessor and such default continues for a period of thirty (30) days after written notice thereof from Lessee to Lessor, Lessee shall have the option of terminating this Lease upon thirty (30) days written notice to Lessor without waiving any other legal rights hereunder or in the alternative Lessee shall have the right of specific performance.

**Section 22. Waivers.**

Failure of Lessor or Lessee to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Lessor or Lessee at any time, express or implied, of any breach of any provisions of this Ground Lease shall be deemed a waiver of a breach of any other provisions of this Lease or a consent to any subsequent breach of the same of any other provisions. No acceptance by Lessor of any partial payment shall constitute an accord or satisfaction but shall only be deemed a partial payment on account.

**Section 23. Notices, etc.**

All notices, consents, demands and requests which are required or desired to be given by either party to the other shall be in writing. All such notices, consents, demands and requests shall be sent by United States First Class Certified Mail, return receipt requested, postage prepaid, addressed to the other party at its address set forth in this Lease, or at such other place as it may from time to time designate in a written notice to the other party given pursuant to the provisions of this Section. Notices, consents,

demands and requests which are served upon Lessor or Lessee in the manner aforesaid, shall be deemed to have been given or served for all purposes hereunder on the third (3rd) business day next following the date on which such notice, consent, demand or request shall have been mailed as aforesaid.

**Section 24. Governing Law; jurisdiction and venue.**

This Lease and the performance of the covenants and terms thereof shall be governed, interpreted, construed and regulated in accordance with the laws of the State of Florida, and jurisdiction for enforcement of this Lease shall be exclusively in the Circuit Court in and for the Nineteenth Judicial Circuit of Florida, with venue in Martin County..

**Section 25. Partial Invalidity.**

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, and condition of this Lease, remaining, shall be valid and enforced to the fullest extent permitted by law.

**Section 26. Integration.**

This Ground Lease and the Bill of Sale, and any other documents referred to herein embody the whole agreement of the parties and there are no promises, terms, conditions, or obligations other than those herein contained. This Ground Lease shall supersede all previous communications, representations, advertisements, brochures, proposals, or agreements, either verbal or written between the parties hereto and not herein contained.

**Section 27. Sales Taxes.**

Lessor will endeavor to collect and Lessee shall promptly pay all sales or similar type taxes imposed upon the various amounts of money payable as rent hereunder. In the event it is subsequently determined that any amount required to be paid or paid for hereunder is subject to such a tax Lessee shall promptly pay the same and any penalties and interest payable thereon.

**Section 28. Covenants Binding the Respective Parties.**

Except as herein expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and their respective heirs, successors and assigns.

**Section 29. Disposition of Improvements on Termination of Lease; and Escrow Terms.**

A) On termination of this Lease by the Lessor, for any cause, Lessor shall become the owner of any building or improvements on the Demised Premises, unless the Lessee shall have lawfully relocated the building, and further subject to the provisions of the Bill of Sale given by the Lessor to the Lessee for the building, and further subject to the reverter contained therein.

B) On termination or expiration of the Lease, and if Lessee is not then in default, Lessee shall have the right to remove the building and any furniture, fixtures, equipment or other things which were placed in the building by the Lessee. On or before the last day of the Lease term, or sooner upon the termination of the term of this Lease by the Lessee, the Lessee shall quit and surrender the Demised Premises and provide for the removal of the building, unless the same shall have reverted to the Lessor. Upon such

lawful removal and relocation of the Building by the Lessee, and the payment of all amounts then outstanding to be paid by the Lessee to the Lessor, the Lessor shall release and give the Bill of Sale to the Lessee, in full satisfaction of this Ground Lease.

C) Lessee shall be responsible for the payment of holdover rent as provided in Section 5 herein, for any hold over period.

**Section 30. No Broker's Commission.**

Each of the parties represents and warrants to the other that there are no Brokers in connection with this Ground Lease and that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease, and the Lessee agrees to indemnify the Lessor against and hold it harmless from, all liabilities arising from any such claim, including without limitation, the costs of reasonable counsel fees in connection therewith.

**Section 31. Attorney's Fees and Costs.**

In connection with any litigation arising out of this Lease, the prevailing parties shall be entitled to recover all costs incurred, including reasonable attorneys' fees through and including any and all appellate actions.

**Section 32. Lease Amendments.** The parties may amend this Lease by mutual agreement, in a writing, signed by the parties.

**Section 33. Waiver of Trial by Jury.**

It is mutually agreed by and between Lessor and Lessee that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter arising out of or in any way connected with this Lease, the relationship of Lessor and

City of Stuart Ground Lease with Road to Victory Military Museum, Inc.

Lessee and Lessee's use of or occupancy of the Demised Premises. Lessee further agrees that it shall not interpose any counterclaim or counterclaims in a summary proceeding or in any action based upon nonpayment of rent or any other payment required of Lessee hereunder.

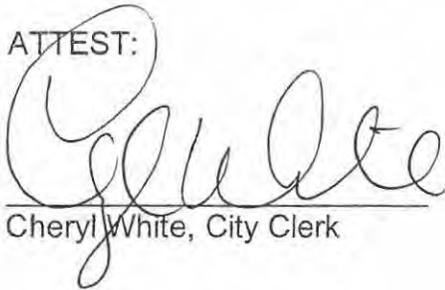
**Section 34. Additional Terms and Conditions.**

a) If the Lessee fails to pay any sum when due for taxes, insurance or other sums required to be paid under the Lease, the Lessor may, at Lessor's option and without waiving its right to dispossess Lessee, pay such sum and such sum shall immediately become due and payable as additional rent.

b) All rents due under the Lease and unpaid in a timely manner, shall bear interest at the highest rate provided under Florida law.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first shown above.

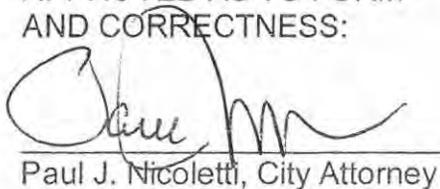
ATTEST:

  
Cheryl White, City Clerk

LESSOR:  
CITY OF STUART, FLORIDA

  
Jeffrey A. Krauskopf, Mayor

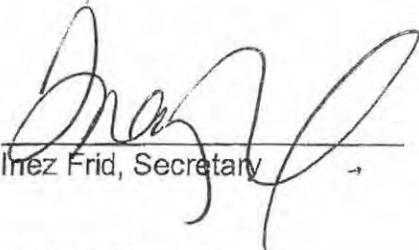
APPROVED AS TO FORM  
AND CORRECTNESS:

  
Paul J. Nicoletti, City Attorney



City of Stuart Ground Lease with Road to Victory Military Museum, Inc.

ATTEST:



Inez Frid, Secretary

LESSEE:  
ROAD TO VICTORY  
MILITARY MUSEUM, INC.



Michael Roberts, President

CORPORATE SEAL



63704

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BOOK

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THIS INDENTURE, executed this 27 day of August, A.D. 1947 by and between the CITY OF STUART, a municipal corporation, hereinafter referred to as the "Lessor", and the HAROLD JOHNS POST NO. 62, AMERICAN LEGION, a non-profit corporation, hereinafter referred to as the "Lessee":

WITNESSETH: That for and in consideration of the sum of One (\$1.00) Dollar per annum, and in consideration of the covenants and agreements hereinafter set out to be kept and performed by the Lessee, the Lessor does hereby lease and demise the following described property, situate in Martin County, Florida, to-wit:

Lots Twenty-four (24), Twenty-five (25) and Twenty-six (26), Block Seven (7), Forty-Seven Acre Addition to the Town of Stuart

TOGETHER with all rights, easements and appurtenances thereunto belonging, to the Lessee for a period of One (1) year from the date of the execution hereof, and for continuing similar terms thereafter, unless the said Lease shall be terminated prior to such time by breach of covenant, default of agreement, or non user by the Lessee, for the purposes hereinafter set out.

The Lessee covenants and agrees as follows:

1. That the premises and the improvements placed thereon shall at all times be used by the Lessee and other veteran organizations, or their affiliates.

2. That all improvements placed upon the premises shall be made to conform to all building and zoning regulations and restrictions, and shall be kept in a good condition that will not detract from surrounding improvements.

3. That all improvements placed upon the premises shall be at the expense of the Lessee, and that the said Lessee shall indemnify and save the Lessor harmless from any expense

**EXHIBIT**  
"A"

or legal imposition for any labor or material that may be used in the said improvements, and that should it become necessary for the Lessor to protect its interest by payment of such claims or demands, title to such improvements shall forthwith vest in the said Lessor, and the hereinabove set out Lease shall immediately be terminated, without notice to the said Lessee.

4. That the Lessor shall be indemnified and saved harmless from any and all suits for damages that may occur as a result of the use of the above described premises.

5. That the above described premises, or any portion thereof, or any part of the improvements placed thereon, shall not be sublet or used by any person, firm or corporation other than the above named Lessee, or other veteran organizations, or their affiliates.

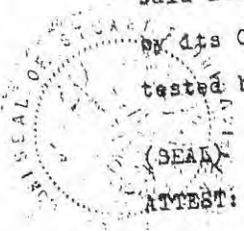
IT IS MUTUALLY AGREED by and between the parties hereto, that the title to the buildings placed upon the demised premises shall be vested in the Harold Johns Post No. 62, American Legion, and shall so remain unless the same shall cease, as provided in Paragraph 3. above; and that should the Lessee secure more suitable premises for the location of the buildings during the term of the herein set out Lease, the improvements may be moved at the expense of the Lessee, and the premises placed in the same condition as they now are; PROVIDED, however, that should the improvements placed thereon cease to be used by the Lessee for the purposes hereinabove set forth, then, and in such an event, the aforesaid buildings shall become the property of the Lessor.

IN WITNESS WHEREOF said Lessor has caused these presents to be signed in its name by its Mayor, and its corporate seal to be affixed, attested by its City Auditor and Clerk, and

O. R.  
BOOK

6 PAGE 240

said Lessee has caused these presents to be signed in its name,  
by its Commander, and its corporate seal affixed thereto, at-  
tested by its Adjutant, the day and year first above written.



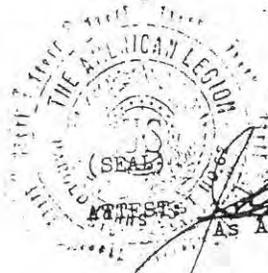
ATTEST: H. B. E. J. CITY OF STUART  
As City Auditor and Clerk

By [Signature]  
As Mayor

Signed, sealed and delivered  
in the presence of:

Ann Warthen

Carrie McCann  
As to said Lessor



HAROLD JOHNS POST NO. 62,  
AMERICAN LEGION

ATTESTS: John W. Keller  
As Adjutant

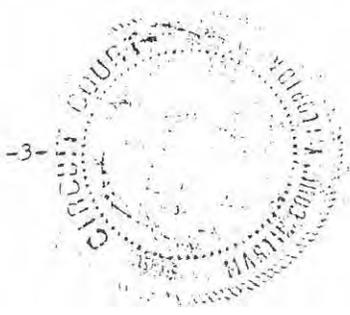
By Harold Johns Jr.  
As Commander

Signed, sealed and delivered  
in the presence of:

Guth Ham

Anna G. Kidd  
As to said Lessee

FILED & RECORDED  
IN MARTIN COUNTY, FLA.  
1958 JUN 30 PM 1:23  
DOROTHY PIERCE, CLERK  
*D. E. Lewis*



#60658

Dated 27th August, 1947 on page 325 of Book 97

Lots Twenty-four, Twenty-five  
and Twenty-six, Block Seven,  
Forty-Seven Acre Addition to  
Town of Stuart

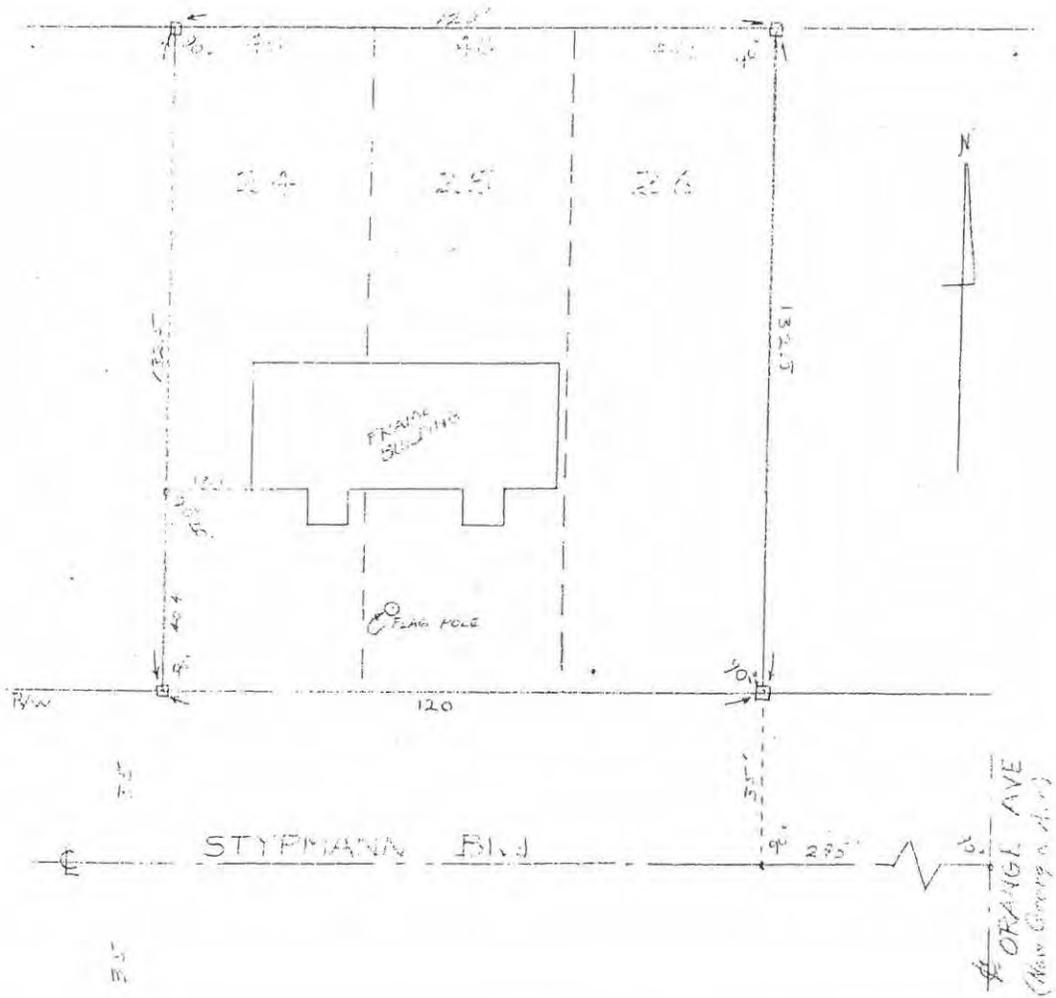
Each lot 40foot total of 120'

American Legion Property in Memorial Park

*Insurance Paid thru Aug 1962*

# SURVEY MAP

Lot 24, 25, 26, Block 7, Tract 1, P.O. Box 1000  
 City of Stuart, Florida, Plat E-1, Pg. 27, Public  
 Record of Martin County, Florida.



I HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey, made under my direction, and that said survey is accurate to the best of my knowledge and belief.

*[Signature]*  
 \_\_\_\_\_  
 Surveyor

**STAFFORD & BROCK**  
 ENGINEERING—SURVEYING  
 STUART, FLORIDA

American Legion

Date: Dec. 3, 1959

63704

BOOK

6 PAGE 238

THIS INDENTURE, executed this 27 day of August, A.D. 1947 by and between the CITY OF STUART, a municipal corporation, hereinafter referred to as the "Lessor", and the HAROLD JOHNS POST NO. 62, AMERICAN LEGION, a non-profit corporation, hereinafter referred to as the "Lessee":

WITNESSETH: That for and in consideration of the sum of One (\$1.00) Dollar per annum, and in consideration of the covenants and agreements hereinafter set out to be kept and performed by the Lessee, the Lessor does hereby lease and demise the following described property, situate in Martin County, Florida, to-wit:

Lots Twenty-four (24), Twenty-five (25) and Twenty-six (26), Block Seven (7), Forty-Seven Acre Addition to the Town of Stuart

TOGETHER with all rights, easements and appurtenances thereunto belonging, to the Lessee for a period of One (1) year from the date of the execution hereof, and for continuing similar terms thereafter, unless the said Lease shall be terminated prior to such time by breach of covenant, default of agreement, or non user by the Lessee, for the purposes hereinafter set out.

The Lessee covenants and agrees as follows:

1. That the premises and the improvements placed thereon shall at all times be used by the Lessee and other veteran organizations, or their affiliates.
2. That all improvements placed upon the premises shall be made to conform to all building and zoning regulations and restrictions, and shall be kept in a good condition that will not detract from surrounding improvements.
3. That all improvements placed upon the premises shall be at the expense of the Lessee, and that the said Lessee shall indemnify and save the Lessor harmless from any expense

or legal imposition for any labor or material that may be used in the said improvements, and that should it become necessary for the Lessor to protect its interest by payment of such claims or demands, title to such improvements shall forthwith vest in the said Lessor, and the hereinabove set out Lease shall immediately be terminated, without notice to the said Lessee.

4. That the Lessor shall be indemnified and saved harmless from any and all suits for damages that may occur as a result of the use of the above described premises.

5. That the above described premises, or any portion thereof, or any part of the improvements placed thereon, shall not be sublet or used by any person, firm or corporation other than the above named Lessee, or other veteran organizations, or their affiliates.

IT IS MUTUALLY AGREED by and between the parties hereto, that the title to the buildings placed upon the demised premises shall be vested in the Harold Johns Post No. 62, American Legion, and shall so remain unless the same shall cease, as provided in Paragraph 3. above; and that should the Lessee secure more suitable premises for the location of the buildings during the term of the herein set out Lease, the improvements may be moved at the expense of the Lessee, and the premises placed in the same condition as they now are; PROVIDED, however, that should the improvements placed thereon cease to be used by the Lessee for the purposes hereinabove set forth, then, and in such an event, the aforesaid buildings shall become the property of the Lessor.

IN WITNESS WHEREOF said Lessor has caused these presents to be signed in its name by its Mayor, and its corporate seal to be affixed, attested by its City Auditor and Clerk, and

said Lessee has caused these presents to be signed in its name,  
by its Commander, and its corporate seal affixed thereto, at-  
tested by its Adjutant, the day and year first above written.



H. B. E. J.  
As City Auditor and Clerk

CITY OF STUART  
By [Signature]  
As Mayor

Signed, sealed and delivered  
in the presence of:

Ann Warthen  
Caddie McQuay  
As to said Lessor



HAROLD JOHNS POST NO. 62,  
AMERICAN LEGION

John M. Keller  
As Adjutant

By Sam Loring Jr.  
As Commander

Signed, sealed and delivered  
in the presence of:

Perth Horn  
Anna G. Kidd  
As to said Lessee

FILED & RECORDED  
IN MARTIN COUNTY, FLA.  
1958 JUN 30 PM 1:23  
DOROTHY PIERCE, CLERK  
By [Signature] M.C.



LAW OFFICES  
OUGHTERSON, SUNDHEIM, & WOODS, P. A.

310 SW OCEAN BOULEVARD  
STUART, FLORIDA 34994-2007  
PHONE: (772) 287-0660 FAX: (772) 287-0422 E-MAIL: oswpa@bellsouth.net

FREDERICK C. SUNDHEIM, JR.  
WALTER C. WOODS\*

WM. A. OUGHTERSON  
OF COUNSEL

\*BOARD CERTIFIED REAL ESTATE LAWYER

SANDRA L. SUNDHEIM - STRAUSBAUGH

December 3, 2004

Mr. Carl Coffin  
City of Stuart  
121 SW Flagler Avenue  
Stuart, FL 34994

RE: American Legion/Harold Johns Post No. 62 building rental

Dear Carl:

This is a short note to follow up on a telephone conversation wherein I advised you that my clients are considering vacating the building behind the monument in the park off of East Ocean Blvd. The cost of maintaining the building and the insurance is extremely expensive for them since they are a very small post with few remaining members. As a result, they are concerned over the fact that they may have to move the building which was one of the original concepts when the lease was done in 1947.

There is also another provision in that lease, a copy of which is enclosed, which indicates that if they vacate the building then the City of Stuart will take the property and will take the improvements that are located on it. If you get a chance, discuss this with the powers that be. This is an option that we are considering at this time since it makes more sense for this small group to incorporate itself with one of the other veteran's organizations here in Stuart. We do not want to have to move the building.

I look forward to hearing from you.

Sincerely yours,



Frederick G. Sundheim Jr.

FGS/sn

cc: Harold Johns Post No. 62

BILL OF SALE

BE IT KNOWN that the **ROAD TO VICTORY MILITARY MUSEUM, INC.**, a not for profit corporation, and IRS Sec. 501(c)(3) organization, operating in and around Stuart, Florida ("Buyer"), for and in consideration of the sum of TEN DOLLARS (\$10.00 USD, as paid to the CITY OF STUART, a Florida municipal corporation ("Seller"), the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto Buyer, it's successors and assigns, the following described Property:

**A WOOD FRAME BUILDING**

SAID BUILDING IS A WORLD WAR II BUILDING ORIGINALLY LOCATED ON CAMP MURPHY, IN HOBE SOUND, MARTIN COUNTY, FLORIDA, AND LATER MOVED TO ITS CURRENT LOCATION ON LOTS TWENTY-FOUR (24), TWENTY-FIVE (25) AND TWENTY -SIX (26), BLOCK SEVEN (7), FORTY-SEVEN ACRE ADDITION TO THE TOWN OF STUART, THAT BEING IN MEMORIAL PARK.

SAID BUILDING IS HEREBY DECLARED AS SURPLUS BY THE CITY MANAGER, AND IS AVAILABLE FOR ACQUISITION AND USE BY THE BUYER.

AND Seller does, for itself, its heirs, successors and administrators, covenant that IT is the lawful owner of the property and that the property is free from all encumbrances; that it has good right to sell the property and that it will warrant and defend the right against the lawful claims and demands of all persons the property unto Buyers, its successors and assigns against the lawful claims and demands of all persons.

**This Bill of Sale shall be held in escrow by the City of Stuart in accordance with the conditions of the Ground Lease between the parties of even date, and for which acceptance has already occurred, and further subject to the conditions subsequent therein, including the reversionary interest of the City of Stuart. Said interest may only be released by the City of Stuart, and by signature hereon.**

THIS BILL OF SALE is executed at City Hall, 121 SW Flagler Avenue, Stuart, Florida 34994 on April \_\_\_\_, 2008.

THE CITY OF STUART, FLORIDA

\_\_\_\_\_  
JEFFREY A. KRAUSKOPF  
MAYOR

\_\_\_\_\_  
DAN HUDSON  
CITY MANAGER

THIS BILLOF SALE IS HEREBY GIVEN AND RELEASED, FREE OF ESCROW, TO THE ROAD TO VICTORY MUSEUM, INC., WHICH SHALL HEREAFTER HAVE SOLE AND UNENCUMBERED OWNERSHIP OF THE BUILDING.

GIVEN THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_, BY: \_\_\_\_\_,  
CITY ATTORNEY.

**EXHIBIT**  
"A"

BILL OF SALE

BE IT KNOWN that the **ROAD TO VICTORY MILITARY MUSEUM, INC.**, a not for profit corporation, and IRS Sec. 501(c)(3) organization, operating in and around Stuart, Florida ("Buyer"), for and in consideration of the sum of TEN DOLLARS (\$10.00 USD, as paid to the CITY OF STUART, a Florida municipal corporation ("Seller"), the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto Buyer, it's successors and assigns, the following described Property:

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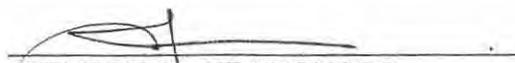
SAID BUILDING IS HEREBY DECLARED AS SURPLUS BY THE CITY MANAGER, AND IS AVAILABLE FOR ACQUISITION AND USE BY THE BUYER.

AND Seller does, for itself, its heirs, successors and administrators, covenant that IT is the lawful owner of the property and that the property is free from all encumbrances; that it has good right to sell the property and that it will warrant and defend the right against the lawful claims and demands of all persons the property unto Buyers, its successors and assigns against the lawful claims and demands of all persons.

**This Bill of Sale shall be held in escrow by the City of Stuart in accordance with the conditions of the Ground Lease between the parties of even date, and for which acceptance has already occurred, and further subject to the conditions subsequent therein, including the reversionary interest of the City of Stuart. Said interest may only be released by the City of Stuart, and by signature hereon.**

THIS BILL OF SALE is executed at City Hall, 121 SW Flagler Avenue, Stuart, Florida 34994 on April \_\_\_\_, 2008.

THE CITY OF STUART, FLORIDA

  
\_\_\_\_\_  
JEFFREY A. KRAUSKOPF  
MAYOR

  
\_\_\_\_\_  
DAN HUDSON  
CITY MANAGER

THIS BILLOF SALE IS HEREBY GIVEN AND RELEASED, FREE OF ESCROW, TO THE ROAD TO VICTORY MUSEUM, INC., WHICH SHALL HEREAFTER HAVE SOLE AND UNENCUMBERED OWNERSHIP OF THE BUILDING.

GIVEN THIS 14<sup>th</sup> DAY OF APRIL, 2008, BY:   
CITY ATTORNEY.

9

CITY OF STUART, FLORIDA  
AGENDA ITEM REQUEST

Meeting Date: April 14, 2008

Prepared by: Paul J. Nicoletti

**Title of Item: RESOLUTION 38-08 AUTHORIZING THE EXECUTION OF A GROUND LEASE WITH THE "ROAD TO VICTORY MILITARY MUSEUM, INC.," A NOT FOR PROFIT CORPORATION, AND I.R.S. SECTION 501(c)(3) EDUCATIONAL ORGANIZATION, FOR A PORTION OF MEMORIAL PARK LAND; AND A BILL OF SALE FOR THE BUILDING (FORMERLY THE AMERICAN LEGION BUILDING) LOCATED AT 319 STYPMANN BOULEVARD IN THE CITY OF STUART.**

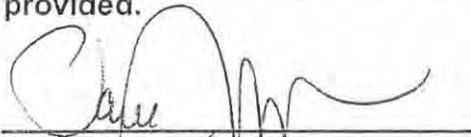
Summary Explanation/Background Information on Agenda Request:

Michael Roberts (Special Forces Restoration and Construction, Inc.)) and Inez Frid, as President and Secretary (respectively) of the Road to Victory Military Museum, Inc. have pursued a ground lease and acquisition of the former American Legion Building, located at 319 Stypmann Boulevard, for use as an educational and historical military museum. The museum will serve as an educational resource for the students of our community to visit, and as a storage ,restoration and display facility for the military vehicles and equipment currently viewed in veterans/military functions throughout the year, including the Stuart Air Show, Veterans Day, and Memorial Day observances. The City Manager has declared the building to be "surplus," and therefore eligible for use by a not for profit organization.

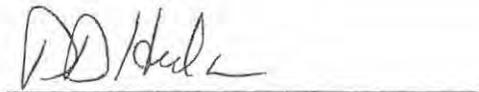
A Bill of Sale will be held in escrow as provided by the terms and conditions set forth in the attached Lease Agreement

Recommended Action:

Adopt Resolution # 38-08, approving the Lease Agreement and the Bill of Sale, as provided.

  
\_\_\_\_\_  
PAUL J. NICOLETTI  
City Attorney

4-9-08  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
DAN HUDSON  
City Manager

4/9/08  
\_\_\_\_\_  
Date

**2008 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT**

**FILED**  
**Feb 11, 2008 8:00 am**  
**Secretary of State**

02-11-2008 90061 006 \*\*\*\*61.25

**DOCUMENT # N06000007203**

1. Entity Name  
 ROAD TO VICTORY MILITARY MUSEUM, INC.



Principal Place of Business  
 908 SE LINCOLN AVE.  
 STUART, FL 34994

Mailing Address  
 908 SE LINCOLN AVE.  
 STUART, FL 34994



2. Principal Place of Business - No P.O. Box #  
 Suite, Apt. #, etc.  
 City & State  
 Zip Country

3. Mailing Address  
 Suite, Apt. #, etc.  
 City & State  
 Zip Country

02062008 Chg-NP CR2E037 (12/06)

6. Name and Address of Current Registered Agent

ROBERTS, MICHAEL  
 1510 SE 5TH STREET  
 STUART, FL 34996

4. FEI Number  
 22-3937767

Applied For  
 Not Applicable

5. Certificate of Status Desired  \$8.75 Additional Fee Required

7. Name and Address of New Registered Agent

Name  
 Street Address (P.O. Box Number is Not Acceptable)  
 City FL Zip Code

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.

SIGNATURE \_\_\_\_\_ (NOTE: Registered Agent signature required when re-registering) DATE \_\_\_\_\_

**Filing Fee is \$61.25**  
**Due by May 1, 2008**

9. Election Campaign Financing Trust Fund Contribution.  \$5.00 May Be Added to Fees

**Make check payable to Florida Department of State**

10. OFFICERS AND DIRECTORS		11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 10	
TITLE NAME STREET ADDRESS CITY-ST-ZIP	PD ROBERTS, MICHAEL COL. 908 SE LINCOLN AVE. STUART, FL 34994 <input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	VPD WEIERMAN, ALAN COL. 908 SE LINCOLN AVE. STUART, FL 34994 <input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	S FRID, INEZ 908 SE LINCOLN AVE. STUART, FL 34994 <input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	T JONES, STEVEN LT. 908 SE LINCOLN AVE. STUART, FL 34994 <input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	D GROSS, BARRY 908 SE LINCOLN AVE. STUART, FL 34994 <input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input checked="" type="checkbox"/> Change <input type="checkbox"/> Addition GOSS, BARRY 908 SE LINCOLN AVE STUART, FL 34994 Spelling correction
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition

12. I hereby certify that the information supplied with this filing does not qualify for the exemptions contained in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address, with all other like empowered.

SIGNATURE: \_\_\_\_\_ Date: Feb 04/08 772-692-0302 Daytime Phone: \_\_\_\_\_

No6000007203

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



400076570554

07/06/06--01032--012 \*\*1470.00

FILED

06 JUL -6 PM 3:02

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

RECEIVED

06 JUL -6 PM 12:27

SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

MRS  
7/7



TOWN OF SEWALL'S POINT BUILDING DEPARTMENT  
One S. Sewall's Point Road  
Sewall's Point, Florida 34996  
Tel 772-287-2455 Fax 772-2204765

## FENCE and or POOL BARRIER CHECKLIST

A document review will be performed on the following items prior to the submittal of a permit application. Failure to submit these items will result in the application package returned to the applicant until the deficient documents are included. This review sheet must accompany the application submittal.

Please make sure you have ALL required copies before submitting permit application

- \_\_\_\_\_ 1 Copy Completed permit application
- \_\_\_\_\_ 2 Copies Survey or site plan showing the following:
  - All existing structures on property
  - Location of proposed fence
  - Setbacks from the fence to property lines
  - Height & type of fence
  - Location of all easements
  - Street & house number on site plans

**\*DO NOT SUBMIT PREVIOUSLY STAMPED SITE PLANS\***

- \_\_\_\_\_ 2 Copies support post footer sketch indicating size of footers. Fences to be used as a Pool Barrier (other than chain link fence) must include an accurate sketch or drawing indicating barrier requirement compliance.
- \_\_\_\_\_ 2 Copies, if fence crosses any easement, Easement agreement from all utility companies are required. Agreement form included in permit package.

Typical Fence Footer

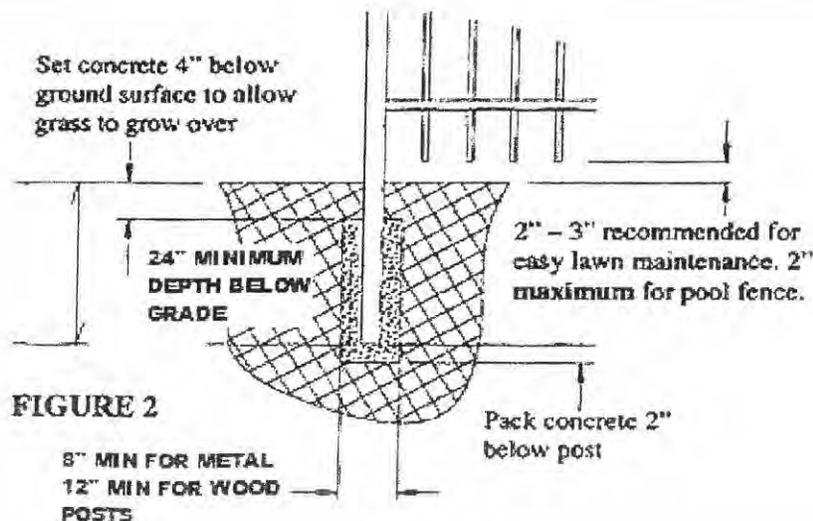


FIGURE 2

**ARTICLES OF INCORPORATION**

**OF**

**FILED**

06 JUL -6 PM 3: 02

**ROAD TO VICTORY MILITARY MUSEUM, INC.** SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned subscriber to these Articles of Incorporation is a natural person competent to contract and hereby form a non profit Corporation under Chapter 617 of the Florida Statutes.

**ARTICLE 1 - NAME**

The name of the Corporation is **ROAD TO VICTORY MILITARY MUSEUM, INC.**, (hereinafter "Corporation").

**ARTICLE 2 - PURPOSE OF CORPORATION**

The Corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

**ARTICLE 3 - PROHIBITIONS**

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Second hereof. No substantial part of the activities of the Corporation shall be carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a Corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a Corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.



**SPIEGEL & UTRERA, P.A.**

LAWYERS  
www.amerilawyer.com

case may be, is permissible in the circumstances because the director, officer, employee or agent has met the standard of conduct set forth by the board of directors. The indemnification and advancement of attorney fees and expenses for directors, officers, employees and agents of the Corporation shall apply when such persons are serving at the Corporation's request while a director, officer, employee or agent of the Corporation, as the case may be, as a director, officer, partner, trustee, employee or agent of another foreign or domestic Corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, whether or not for profit, as well as in their official capacity with the Corporation. The Corporation also may pay for or reimburse the reasonable attorney fees and expenses incurred by a director, officer, employee or agent of the Corporation who is a party to a proceeding in advance of final disposition of the proceeding. The Corporation also may purchase and maintain insurance on behalf of an individual arising from the individual's status as a director, officer, employee or agent of the Corporation, whether or not the Corporation would have power to indemnify the individual against the same liability under the law. All references in these Articles of Incorporation are deemed to include any amendment or successor thereto. Nothing contained in these Articles of Incorporation shall limit or preclude the exercise of any right relating to indemnification or advance of attorney fees and expenses to any person who is or was a director, officer, employee or agent of the Corporation or the ability of the Corporation otherwise to indemnify or advance expenses to any such person by contract or in any other manner. If any word, clause or sentence of the foregoing provisions regarding indemnification or advancement of the attorney fees or expenses shall be held invalid as contrary to law or public policy, it shall be severable and the provisions remaining shall not be otherwise affected. All references in these Articles of Incorporation to "director", "officer", "employee" and "agent" shall include the heirs, estates, executors, administrators and personal representatives of such persons.

#### **ARTICLE 17 - DISSOLUTION**

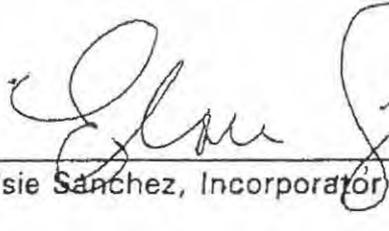
Upon dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government for public purpose. Any such assets not so disposed of shall be disposed of by Court of Competent Jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.



**SPIEGEL & UTRERA, P.A.**

LAWYERS  
www.amerilawyer.com

IN WITNESS WHEREOF, I have hereunto set my hand and seal, acknowledged and filed the foregoing Articles of Incorporation under the laws of the State of Florida, this \_\_\_\_\_.

  
Elsie Sanchez, Incorporator

**FILED**  
06 JUL -6 PM 3:02  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ACCEPTANCE OF REGISTERED AGENT DESIGNATED  
IN ARTICLES OF INCORPORATION**

Spiegel & Utrera, P.A., having a business office identical with the registered office of the Corporation name above, and having been designated as the Registered Agent in the above and foregoing Articles of Incorporation, is familiar with and accepts the obligations of the position of Registered Agent under the applicable provisions of the Florida Statutes.

Spiegel & Utrera, P.A.

By:   
Natalia Utrera, Vice President

