



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 49 - 97

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A UNILATERAL AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY AND STUART HERITAGE, INC. OF CERTAIN REAL PROPERTY BELONGING TO THE CITY AT 161 S.W. FLAGLER AVENUE IN THE CITY; RELEASING THE LESSEE FROM THE LEASE OBLIGATION OF PROVIDING FIRE INSURANCE TO COVER THE BUILDING; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, on November 25, 1996 the City of Stuart and Stuart Heritage, Inc., a Florida not-for-profit corporation entered into a multi-year lease of certain City property at 161 S.W. Flagler Avenue in the City, hereinafter the "Lease," which requires that the lessee provide fire insurance in relation to the leasehold premises; and

WHEREAS, the parties agree that this insurance is not needed by the City and is an unnecessary expense of the not-for-profit lessee organization.

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

SECTION 1: The Lease is hereby amended at Paragraph 8(a)(1) to delete the requirement that the lessee provide "Fire Damage Legal Liability ... at a sub-limit of at least \$350,000."

SECTION 2: This amendment shall take effect upon adoption.

ADOPTED this 14 day of April, 1997.

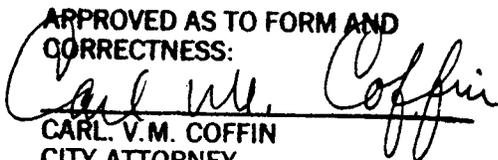
ATTEST:



DIANNE M. O'DONNELL
CITY CLERK



JEFFREY A. KRAUSKOPF
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:


CARL V.M. COFFIN
CITY ATTORNEY

City of Stuart

Sailfish Capital of the World



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 146-96

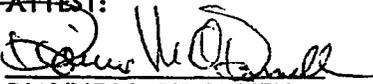
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF STUART, FLORIDA AND STUART HERITAGE, INC., TO LEASE THE GROUND FLOOR AND A PROPORTIONATE SHARE OF THE BASEMENT OF THE STUART FEED STORE BUILDING LOCATED AT 161 S.W. FLAGLER AVENUE, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

SECTION 1: The Mayor and City Clerk are authorized to execute a lease agreement between the City and Stuart Heritage, Inc., to lease the ground floor and a proportionate share of the basement of the Stuart Feed Store Building located at 161 S.W. Flagler Avenue. A copy of the agreement is attached as "Exhibit A".

SECTION 2: This resolution shall take effect upon adoption.

PASSED AND ADOPTED, effective this 25th day of November, 1996.

ATTEST:

DIANNE M. O'DONNELL
CITY CLERK

CITY OF STUART

CHARLES E. WHITE
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

CARL V.M. COFFIN, CITY ATTORNEY

LEASE AGREEMENT

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

City of Stuart, Florida, a municipal corporation ("Lessor"),
whose post office address is 121 S. W. Flagler Avenue, Stuart,
Florida 34994,

and

Stuart Heritage, Inc., a Florida not for profit corporation
("Lessee"), whose post office address is 161 S. W. Flagler
Avenue, Stuart, Florida 34994.

2. **Leasehold Premises:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the ground floor and a proportionate share of the basement of the Stuart Feed Store located at 161 S. W. Flagler Avenue, Stuart, Florida (the "Leasehold Premises").

3. **Term:** The above-described space is leased for a term of three (3) years commencing on the 25 day of November, 1996.

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 five (5) days a week, five (5) hours per day for the duration of 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 this Lease, Lessee shall pay the applicable sum 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 repairs to the exterior of the Leasehold Premises, except where the repair has been made necessary by misuse or neglect by

Lessee or Lessee's agents, servants, visitors or licensees. Lessee shall make all such necessary repairs to the interior of the Leasehold Premises. Any improvements made by Lessee to the Leasehold Premises which are so attached that they cannot be removed without material injury to the Leasehold Premises shall become the property of Lessor upon installation.

8. Insurance:

(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, 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, at its own cost and expense, all insurance required in this Lease. Lessee shall provide 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. Fire Damage Legal Liability shall be written with a limit of liability of at least \$350,000. 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 Liability coverage as required by law.

(b) **Contents:** Lessee agrees to provide, at its own cost and expense, fire, extended coverage and vandalism insurance covering its personal property, the personal property of others 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 or refuse matter anywhere on or about 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.

12. **Assignment or Sublease:** Lessee shall not, without first obtaining the written consent of Lessor, assign, mortgage, pledge, or encumber this Lease, in whole or in part, or sublet the Leasehold Premises or any part thereof. The operation of a gift shop, as hereinabove contemplated, even if operated by a concessionaire, shall not require the consent of Lessor.

13. **Utilities:** Lessor agrees to pay for all electrical utility services incurred in the use of the Leasehold Premises. Lessee shall be required to pay for water utility services and garbage collection.

14. **Default:** In the event any action is instituted at law to enforce any covenant contained 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.

15. **Failure to Operate a Museum:** Failure of Lessee to operate a museum on the Leasehold Premises shall constitute a default of this Lease and Lessor may take such action as is afforded by law, including but not limited to termination of this Lease. If this Lease is terminated by Lessor, then and in that event, Lessor shall have the right to immediately remove all of the property of Lessee from the Leasehold Premises. Lessor shall also have the right to store the property at Lessee's sole expense, save and except such property as may be necessary in order to satisfy the lien provided for in this Lease for unpaid rental to Lessor.

16. **Lessor's Remedies on Default:** If Lessee defaults in the performance of any of the covenants or conditions of this Lease, Lessor may give Lessee notice of such default and if Lessee does not cure any default within twenty (20) days after the giving of such notice (or if such default is of such nature that it cannot be completely cured within such period, and if Lessee does not commence such curing within twenty (20) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than thirty (30) days' notice to Lessee. On the date specified in the notice the term of this Lease shall terminate and Lessee shall then quit and surrender the Leasehold Premises to Lessor, but Lessee shall remain liable as provided below. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Leasehold Premises by any lawful means and remove Lessee or other occupants and their effects.

17. **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.

18. **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 attorneys' fees, incurred by Lessor in so doing (whether paid by Lessor or not) shall be deemed additional rent payable on demand.

19. **Construction Liens:** Lessee shall within 20 days after notice from Lessor discharge any construction liens for materials or labor claimed to have been furnished to the Leasehold Premises on Lessee's behalf.

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

if to Lessee: President, Stuart Heritage, Inc.
161 S. W. Flagler Avenue
Stuart, Florida 34994

if to Lessor: City Manager, City of Stuart
121 S. W. Flagler Avenue
Stuart, Florida 34994

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

21. **Lessee's Renewal:** Upon giving Lessor written notice not less than sixty (60) days prior to the expiration of the term of this Lease of Lessee's desire to extend the lease for added periods, Lessor may enter into negotiations with Lessee at its sole and exclusive option, but is not obligated so to do and is not obligated to renew or extend the lease beyond its current term. The result of such negotiations shall be subject to approval by Lessor's governing body.

22. **Lessor's Right to Inspection, Repair, and Maintenance:** 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 or the making of such repairs, replacements, or additions in, to, on and about the Leasehold Premises as Lessor deems necessary or desirable. Lessee shall have no claim or cause of action against Lessor by reason of such reasonable entry.

23. **Lessor's Right to Temporarily Close the Premises for the Purpose of Renovation:** Upon 180 days written notice to Lessee, Lessor shall have the right to require the museum to close for major renovations during the term of such major renovations and require the vacation of the premises while such renovations are in progress. Under such circumstances, Lessee shall not be entitled to claim constructive eviction from the Leasehold Premises.

24. **Effect of Other Representations:** No representations or promises shall be binding on the parties to this Lease except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.

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 headings 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. 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.

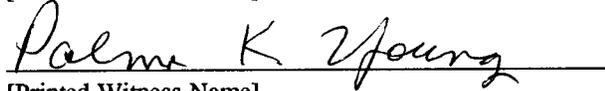
31. **Amendment:** This Lease may be modified or amended only by written instrument, duly authorized and executed by both parties.

WHEREFORE, the parties have hereunto affixed their hands and seals this 5 day of December, 1996.

Signed, sealed and witnessed in our presence:



[Printed Witness Name]



[Printed Witness Name]

Lessee:

STUART HERITAGE, INC.

By: 
JERRY RANDOLPH, Jr., President

[Corporate Seal]



Attest:


DIANNE M. O'DONNELL, City Clerk

Lessor:

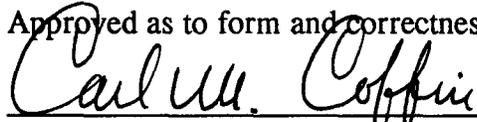
CITY OF STUART

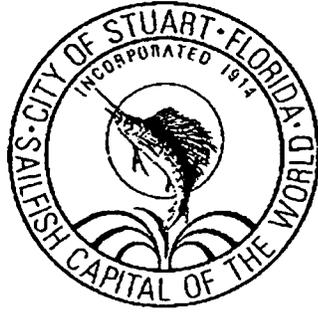
By:


~~Charles E. White Mayor~~
Peter R. Walker, Vice Mayor

[Official Seal of the City of Stuart]

Approved as to form and correctness:


CARL V. M. COFFIN, City Attorney



A G E N D A

**REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD February 8, 1999
AT 7:00 P.M. IN THE CITY COMMISSION CHAMBERS**

CITY COMMISSION

**Mayor Karl J. Krueger, Jr.
Vice Mayor Gene C. Rifkin
Commissioner Charles S. Foster
Commissioner Jeffrey A. Krauskopf
Commissioner Robert R. Walker**

ADMINISTRATIVE

**City Manager David Collier
City Attorney Carl V. M. Coffin
City Clerk Dianne M. O'Donnell**

5. Request approval of minutes from Regular Commission meeting of December 14, 1998.
6. Personnel Action Report.

8:00 **QUASI-JUDICIAL HEARINGS**
(Motion to read all ordinances by TITLE ONLY)

7. Request to approve a subdivision plat for Millennium Square for compliance with Martin County comprehensive Land Use Plan, Zoning, and Subdivision Regulations which control the development of the recently annexed subject property. Property location: No. U. S. Highway 1 directly north of Baker Road. Applicant: Dave Satur and Karen Hendry. Representative: Donald Cuzzo, Houston Cuzzo Group.
 - a. **RESOLUTION 34-99: Resolution conditionally approving pursuant to Martin County Land Development Regulations a major development master plan for "Millennium Square" Development at U. S. Highway One and Buck Hendry Way. (RC)**
8. **ORDINANCE 1661-99: Ordinance to approve an amendment to Parcel 3 (9.08 acres) of the "Central Park Commercial Planned Unit Development;" permitting the construction of a four story assisted living facility in Phase 2 and an adult day care facility in Phase 3 on the site; providing for conditions; providing a timetable for development. (RC)**

8:15 **FIRST READING OF ORDINANCES**

9. **ORDINANCE 1658-99: Ordinance providing for the voluntary annexation by the City of Stuart of land being generally a 187 acre parcel of land on the south side on Jensen Beach Boulevard east of U. S. Highway One in Section 20 and Section 29, Township 37 South, Range 41 East, Martin County, Florida. Upon the petition of the owner thereof; declaring that the voluntary petition for annexation filed pursuant to Florida Statute 171.044 bears the signature of the owner of the property to be annexed and that such application complies with all requirements of Chapter 171, Florida Statutes. (RC)**
10. **ORDINANCE 1659-99: Ordinance providing for the voluntary annexation by the City of Stuart of land being generally a seven acre parcel of land on the south side of Jensen Beach Boulevard east of U. S. Highway One in**

17. **RESOLUTION 36-99: Resolution approving project authorization relating to the "Atlanta Avenue Water Main Replacement and Extension;" directing Keith & Schnars, P.A. to design the project, review a title search, prepare the bidding documents, and perform the engineering services during construction of the project for an amount not to exceed \$14,000. (RC)**
18. **RESOLUTION 37-99: Resolution to provide for a "loan" of funds from the Water and Sewer Fund to the City General fund in the amount of \$45,999 for the purchase of a backhoe for the Streets Maintenance Team. (RC)**
19. **RESOLUTION 38-99: Resolution authorizing the purchase by the City of a Ford model 575 Backhoe from Ford New Holland of Tucker, Georgia for use by the Streets Team in the amount of \$45,999. (RC)**
20. **RESOLUTION 39-99: Resolution authorizing the Mayor and City Clerk to execute an agreement between Lindahl, Browning, Ferrari & Hellstrom, Inc. and the City in an amount of \$22,300.00 to provide professional engineering services including design, preparation of bidding documents and services in preparation of bidding documents and services in conjunction with the construction of the "Martin Luther King Boulevard and Tressler Street Water Main Loop;" (RC)**
21. **RESOLUTION 40-99: Budget Amendment:**
 - a. **Amendment #22 General Fund this amendment reflects the transfer of \$1,294 from Revenues, Other Sources, LETF Reserve, to LETF, Operating, for the purchase of drug equipment for the DARE program. This action does increase appropriations for this fund in the 1998/99 Fiscal Budget for this year in the "total" amount of \$164,542.**
 - b. **Amendment #23 Sanitation Fund this amendment reflects the transfer of \$21,500 from Yard Trash Collection Team, Capital Outlay, Machinery/Equipment, to Yard Trash Collection Team, Operating, R/M Vehicles for the purchase, repairs/maintenance to equipment. This action does not increase appropriations for this fund in the 1998/99 Fiscal Budget.**

9:15 DISCUSSION AND DELIBERATION

CITY MANAGER; David Collier

22. Approval of interest payment on unpaid impact fees to Martin County.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DE
STUA-19

DATE (MM/DD/YYYY)

01/20/04

PRODUCER

R.V. Johnson Agency, Inc.
2041 SE Ocean Blvd
Stuart FL 34996
Phone: 772-287-3366 Fax: 772-287-4255

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Stuart Heritage Inc
A Florida Not For Profit Corp
161 SW Flagler Ave
Stuart FL 34994

INSURERS AFFORDING COVERAGE

NAIC #

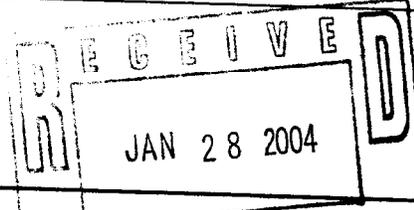
INSURER A: Ohio Casualty Group	09385
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BLO50587141	08/21/03	08/21/04	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 1000000 PRODUCTS - COMP/OP AGG \$ 1000000
		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	NOT COVERED BY THIS AGENT			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT COVERED BY THIS AGENT			AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	NOT COVERED BY THIS AGENT			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	NOT COVERED BY THIS AGENT			WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS



CERTIFICATE HOLDER

CANCELLATION

MARTI05

MARTIN COUNTY FAIR ASSOC
2616 SE DIXIE HWY
STUART FL 34996

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
[Signature]

City of Stuart

121 S. W. Flagler Avenue • Stuart • Florida 34994

Cherie White
City Clerk

PHONE (561) 288-5306
FAX (561) 288-5305

January 2, 2004

Stuart Heritage, Inc.
161 SW Flagler Ave.
Stuart, Fl. 34994

RE: Proof of Insurance for leased City Property at 161 SW Flagler Ave.

Dear Stuart Heritage;

In reviewing the file for the lease of the property located at 161 Sw Flagler Avenue, I do not have a current Certificate of Insurance.

Enclosed for your review is a copy of the leases Insurance requirements. Please provide this Certificate of Insurance to my attention as soon as possible.

If you have already sent this with your lease payment, please disregard this notice.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cherie White', written over a circular stamp or mark.

Cherie White
City Clerk

encl.

City of Stuart

Sailfish Capital of the World



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 205-99

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDED LEASE AGREEMENT BETWEEN THE CITY OF STUART, FLORIDA AND STUART HERITAGE, INC., FOR PROPERTY LOCATED AT 161 S.W. FLAGLER AVENUE, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

SECTION 1: The Mayor and City Clerk are authorized to execute an amended lease agreement between the City and Stuart Heritage, Inc., for property located at 161 S.W. Flagler Avenue, Stuart. A copy of the agreement is attached as "Exhibit A".

SECTION 2: This resolution shall take effect upon adoption.

PASSED AND ADOPTED, effective this 8th day of November, 1999.

ATTEST:


DIANNE M. O'DONNELL
CITY CLERK

CITY OF STUART

KARL J. KRUEGER, JR.
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:


CARL V.M. COFFIN, CITY ATTORNEY

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 26th day of November 1999 and terminating on the 25th 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 removed 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 covenants to maintain at its 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 specifically 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 Building, windows, the air conditioning, electrical and plumbing systems which 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 refuse 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 work 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 thereof. In the event that Lessor does not reimburse Lessee for such costs within thirty (30) days of Lessee's submission of an actual statement therefor, Lessee may deduct the repair costs from 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.

12. Assignment or Sublease: Lessee shall not, without first obtaining the written consent of Lessor, assign, mortgage, pledge, or encumber this Lease, in whole or in part, or sublet the Leasehold Premises or any part thereof. The operation of a gift shop, as hereinabove contemplated, even if operated by a concessionaire, shall not require the consent of Lessor.

13. Utilities: Lessee agrees to pay for all electrical, water, and sewer utility services and garbage collection incurred in the use of the leasehold Premises.

14. Default: In the event any action is instituted at law to enforce any covenant contained 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.

15. Failure to Operate a Museum: Failure of Lessee to operate a museum on the Leasehold Premise shall constitute a default of this Lease and Lessor may take such action as is afforded by law, including but not limited to termination of this Lease. If this Lease is terminated by Lessor, then and in that event, Lessor shall have the right to immediately remove all of the property of Lessee from the Leasehold Premises. Lessor shall also have the right to store the property at Lessee's sole expense, save and except such property as may be necessary in order to satisfy the lien provided for in this Lease for unpaid rental to Lessor.

16. Lessor's Remedies on Default: If Lessee defaults in the performance of any of the covenants or conditions of this Lease, Lessor may give Lessee notice of such default and if Lessee does not cure any default within twenty (20) days after the giving of such notice (or if such default is not of such nature that it cannot be completely cured within such period, and if Lessee does not commence such curing within twenty (20) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than thirty (30) days' notice to Lessee. On the date specified in the notice the term of this Lease shall terminate and Lessee shall then quit and surrender the Leasehold Premises to the Lessor, but Lessee shall remain liable as provided below. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Leasehold premises by any lawful means and remove Lessee or other occupants and their effects.

17. 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.

18. 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

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.

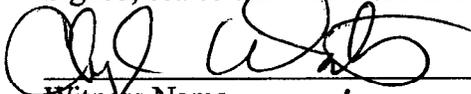
30. Severability: If for any reason whatsoever any of the provisions of this Lease shall be unenforceable or ineffective, all of the other provisions hereof shall be and remain in full force and effect.

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

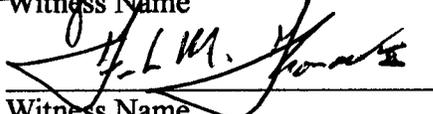
WHEREFORE, the parties have hereunto affixed their hands and seals in this 22nd day of November, 1999.

Lessee:

Signed, sealed and witnessed in our presence:



Witness Name



Witness Name

STUART HERITAGE, INC.

By: Chris Sawicki, President
Chris Sawicki, President

(Corporate Seal)

Lessor:

Attest:



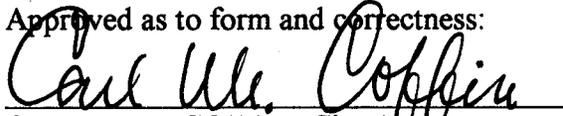
DIANNE O'DONNELL, City Clerk

CITY OF STUART



KARL J. KRUEGER, JR., Mayor

Approved as to form and correctness:



CARL V. M. COFFIN, City Attorney

From: Laura Pitzinger At: R V Johnson Insurance FaxID: To: Kristy

ACORD. CERTIFICATE OF LIABILITY INSURANCE		OP ID LP STUA-19	DATE (MM/DD/YYYY) 08/17/06
PRODUCER R.V. Johnson Agency, Inc. 2041 SE Ocean Blvd Stuart FL 34996 Phone: 772-287-3366 Fax: 772-287-4255	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED Stuart Heritage Inc- A Florida Not For Profit Corp 161 SW Flagler Ave Stuart FL 34994	INSURERS AFFORDING COVERAGE INSURER A: Ohio Casualty Group INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # 24074	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BLO50587141	08/21/06	08/21/07	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 1000000 PRODUCTS - COMP/OP AGG \$ 1000000
	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	NOT WITH THIS OFFICE			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	NOT WITH THIS OFFICE			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER CITY004 CITY OF STUART 121 SW FLAGLER ST STUART FL 34994	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10+ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
---	--

City of Stuart



Southern Capital of the World
BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 133-01

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE ADDENDUM TO THE LEASE BETWEEN THE CITY AND STUART HERITAGE, INC., TO PROVIDE FOR THE FUNDING OF THE RENOVATIONS TO THE STUART FEED STORE BUILDING AT 161 S.W. FLAGLER AVENUE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

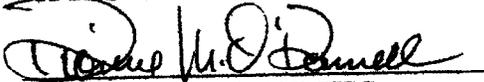
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The Mayor and City Clerk are hereby directed to execute a Lease Addendum to the Lease between the City and Stuart Heritage, Inc. to provide for the funding of certain renovations to the Stuart Feed Store building at 161 S.W. Flagler Avenue in the City. A copy of the Lease Addendum is attached to this resolution as "Attachment A."

SECTION 2: This resolution shall take effect upon adoption.

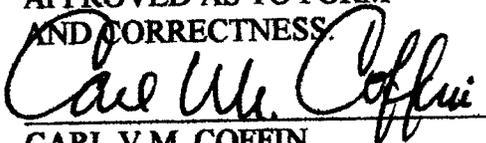
ADOPTED this 20th day of August, 2001.

ATTEST:


DIANNE M. O'DONNELL
CITY CLERK


GENE C. RIFKIN
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS.


CARL V.M. COFFIN
CITY ATTORNEY

LEASE ADDENDUM

THIS LEASE ADDENDUM made and entered into this 25th day of ~~August~~^{June}, 2004² 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.

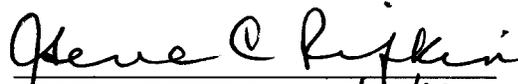
4. In the event the aforesaid payments are timely received, the Lease shall not be terminated by the City as provided in paragraph 4 above and the Lease term shall be extended six years through November 25, 2010.

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:

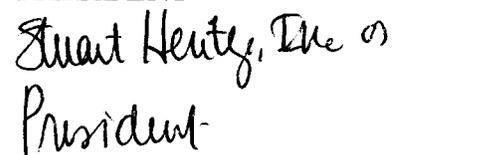

DIANNE M. O'DONNELL *4/29/02*
CITY CLERK

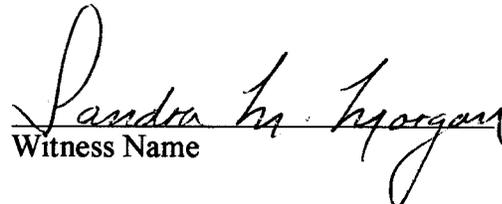

GENE C. RIFKIN *6/24/02*
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


CARL V.M. COFFIN
CITY ATTORNEY

LESSEE:


CHRIS SAWICKI
PRESIDENT

Stuart Hertz, Inc. is
President


Witness Name


Witness Name



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION No. 19-2012

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF STUART, FLORIDA AUTHORIZING THE
EXECUTION OF THE LEASE AGREEMENT BETWEEN
CITY OF STUART AND STUART HERITAGE, INC. FOR
LEASE OF THE PROPERTY KNOWN AS THE STUART
FEED STORE, PROVIDING AN EFFECTIVE DATE; AND
FOR OTHER PURPOSES.**

* * * * *

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

SECTION 1: The City Commission of the City of Stuart, Florida approves the execution of a Lease Agreement between Stuart Heritage, Inc and the City of Stuart to February 27, 2015 for property known as the Stuart Feed Store to be used as a local museum.

SECTION 2: This resolution authorizes the Mayor and City Clerk, the City Manager and any other City Official necessary to execute the Lease upon review and approval of the City Attorney.

SECTION 3: This resolution shall take effect upon adoption.

Resolution. 19-2012
Lease Agreement with Stuart Heritage, Inc.

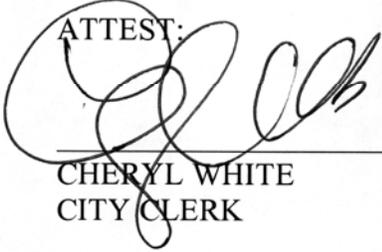
Commissioner Krauskopf offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner Clarke and upon being put to a roll call vote, the vote was as follows:

JAMES A. CHRISTIE, Jr, MAYOR
EULA R. CLARKE., VICE MAYOR
KELLI GLASS-LEIGHTON, COMMISSIONER
JEFFREY A. KRAUSKOPF, COMMISSIONER
TROY A. MCDONALD, COMMISSIONER

YES	NO	ABSENT
✓		
✓		
✓		
✓		
✓		

ADOPTED this 27th day of February, 2012.

ATTEST:

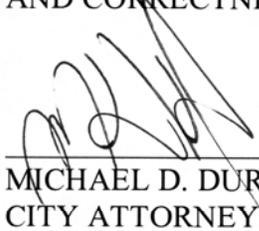


CHERYL WHITE
CITY CLERK



JAMES A. CHRISTIE, Jr.
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



MICHAEL D. DURHAM
CITY ATTORNEY



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

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

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 3rd 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 27th 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

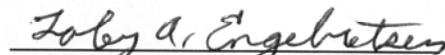
APPROVED AS TO FORM
AND CORRECTNESS:

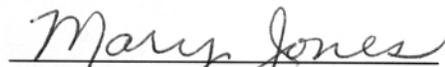

Michael D. Durham, City Attorney



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

RECEIVED
 MAR 14 2012
 BY: _____

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	CONTACT NAME: Cindy Bartels
	772-287-4439	PHONE (A/C, No, Ext): 772-287-3366 FAX (A/C, No): 772-287-4255
E-MAIL ADDRESS: cbartels@rvjohnson.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Auto-Owners Insurance Co		18988
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED **Stuart Heritage Inc.
 A Florida Not For Profit Corp
 161 SW Flagler Ave
 Stuart, FL 34994**

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

CERTIFICATE HOLDER

CANCELLATION

CITST01

City of Stuart
Christy Stevens
121 SW Flagler Avenue
Stuart, FL 34994

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ACORD 25 (2010/05)

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CITY OF STUART, FLORIDA
CITY COMMISSION
AGENDA ITEM REQUEST

Meeting Date: 2/27/2012

Prepared by: Alice Lyons

Ordinance/Resolution No. 19-2012

Title of Item:

Three year lease with Stuart Heritage for Feed Store

Summary Explanation/Background Information on Agenda Request:

Stuart Heritage, Inc. has used the Stuart Feed Store as a museum since 1992. They do not charge admission to the museum and in exchange for this community service, we only charge \$1 per year for rent. This is a new lease for three years (the old lease was allowed to expire about 15 months ago). Since that time, Stuart Heritage has spent over \$100k on improvements to the building.

If you haven't been in the Feed Store for awhile... they've done a great job, and made lots of improvements that will preserve their collection.

Funding Source:

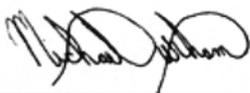
n/a

Recommended Action:

Renew the lease agreement with Stuart Heritage, Inc.



Zaharako, Dorothy
Finance Director



Durham, Michael
City Attorney



Nicoletti, Paul
City Manager