



City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION

DECEMBER 8, 2025

AT 4:00 PM

COMMISSION CHAMBERS

121 SW FLAGLER AVE.

STUART, FLORIDA 34994

CITY COMMISSION

Mayor Campbell Rich

Vice Mayor Christopher Collins

Commissioner Eula R. Clarke

Commissioner Laura Giobbi

Commissioner Sean Reed

ADMINISTRATIVE

Interim City Manager, Louis J. Boglioli III

City Attorney, Lee J. Baggett

City Clerk, Mary R. Kindel

Agenda items are available on our website at <http://www.cityofstuart.us>
Phone: (772) 288-5306. Fax: (772) 288-5305. E-mail: mkindel@ci.stuart.fl.us

In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation to attend this meeting should contact the City's ADA coordinator at 772-288-5306 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

If a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

(RC) next to an item denotes there is a City Code requirement for a Roll Call vote.

(QJ) next to an item denotes that it is a quasi-judicial matter or public hearing.

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - GERTRUDE WALDEN DAYCARE CENTER PERFORMANCE
2. SELECTION OF MAYOR AND VICE MAYOR

PRESENTATIONS

3. SERVICE AWARDS - DECEMBER 2025
4. 2026 CALENDAR PHOTO CONTEST WINNERS

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (Non-Agenda Related) (3 Minutes Max.)

APPROVAL OF CONSENT CALENDAR

5. APPROVAL OF 11/24/2025 CCM MINUTES (RC)
6. APPROVAL OF THE 2026 MEETING CALENDAR (RC):

RESOLUTION No. 106-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADOPTING THE CITY OF STUART PUBLIC MEETING CALENDAR FOR 2026; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

7. JORDAN CONNORS GROUP, INC. LOBBYING SERVICES CONTRACT (RC):

RESOLUTION No. 112-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA WAIVING THE COMPETITIVE SELECTION PROCESS AND AUTHORIZING THE CITY TO EXECUTE AN AGREEMENT FOR LOBBYING SERVICES WITH THE JORDAN CONNORS GROUP, INC. IN AN AMOUNT NOT TO EXCEED \$75,000.00 PER YEAR; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

8. FIRST AMENDMENT TO FEC REAL ESTATE LEASE (RC):

RESOLUTION No. 90-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FIRST AMENDMENT TO REAL ESTATE LEASE BETWEEN FLORIDA EAST COAST RAILWAY, LLC AND THE CITY OF STUART, FLORIDA FOR ADDITIONAL LEASED RIGHT-OF-WAY SPACE FOR BEAUTIFICATION, PARKING, AND DRAINAGE RETENTION PURPOSES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

9. APPOINTMENTS OF CITY COMMISSIONERS TO COMMUNITY BOARDS (RC):

RESOLUTION No. 107-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADOPTING THE ANNUAL APPOINTMENTS OF CITY OF STUART COMMISSIONERS AS CITY REPRESENTATIVES TO SPECIFIED LOCAL COMMUNITY BOARDS FOR THE 2026 CALENDAR YEAR; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

10. ADVISORY BOARD MEMBER APPOINTMENTS / RATIFICATION OF TERMS (RC):

RESOLUTION No. 108-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPOINTING AND RATIFYING THE MEMBERSHIP OF THE ADVISORY BOARD MEMBERS AND ADOPTING THE MEMBER TERMS FOR THE 2026 CALENDAR YEAR; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

11. ASSIGNMENT OF LEASE TO COMMUNITY ONCOLOGY REVITALIZATION ENTERPRISE VENTURES, LLC (RC):

RESOLUTION No. 109-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE ASSIGNMENT OF THE LEASE AGREEMENT, INCLUDING ANY AMENDMENTS, ENTERED INTO BETWEEN THE CITY OF STUART, FLORIDA AND FLORIDA CANCER SPECIALISTS & RESEARCH INSTITUTE, LLC FOR LEASE OF THE PROPERTY LOCATED AT 301 S.E. OCEAN BLVD., SUITE 102 TO COMMUNITY ONCOLOGY REVITALIZATION ENTERPRISE VENTURES, LLC FOR THE BALANCE OF THE LEASE TERM, PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

12. FSP GRANT WITH FIND FOR SAINT LUCIE RIVER RAILROAD BRIDGE (RC):

RESOLUTION No. 110-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA SUPPORTING THE U.S. DEPARTMENT OF TRANSPORTATION (USDOT) FED-STATE PARTNERSHIP FOR INTERCITY PASSENGER RAIL PROGRAM (FSP) APPLICATION FOR THE REPLACEMENT OF THE ST. LUCIE RIVER RAILROAD BRIDGE, AUTHORIZING THE CO-APPLICATION WITH THE FLORIDA INLAND NAVIGATION DISTRICT (FIND), ACCEPTANCE IF APPROVED, AND EXECUTION THEREOF; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

13. AIHC COMPENSATION FOR INTERIM CITY MANAGER (RC):

RESOLUTION No. 111-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AN INCREASE IN COMPENSATION FOR THE INTERIM CITY MANAGER WHILE ACTING IN A HIGHER CAPACITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

DISCUSSION AND DELIBERATION

14. DIRECTION OF THE EAST STUART HISTORICAL ADVISORY COMMITTEE

15. COMMISSION ACTION TO APPROVE A RECRUITMENT PROCESS FOR THE EMPLOYMENT OF A CITY MANAGER; ESTABLISHING TARGET DATES; AN INTERVIEW METHODOLOGY; AND A SALARY RANGE

ADJOURNMENT

WHAT IS CIVILITY? Civility is caring about one's identity, needs and beliefs without degrading someone else's in the process. Civility is more than merely being polite. Civility requires staying "present" even with those persons with whom we have deep-rooted and perhaps strong disagreements. It is about constantly being open to hear, learn, teach and change. It seeks common ground as a beginning point for dialogue. It is patience, grace, and strength of character. Civility is practiced in our City Hall.

PUBLIC COMMENT: If a member of the public wishes to comment upon ANY subject matter, including quasi-judicial matters, please submit a Request to Speak form. These forms are available in the back of the Commission Chambers, and should be given to the City Clerk prior to introduction of the item number you would like to address.

CONSENT CALENDAR: Those matters included under the Consent Calendar are self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by one motion. If discussion on an item is desired by any City Commissioner that item may be removed by a City Commissioner from the Consent Calendar and considered separately. If an item is quasi-judicial it may be removed by a Commissioner or any member of the public from the Consent Calendar and considered separately.

QUASI-JUDICIAL HEARINGS: Some of the matters on the Agenda may be "quasi-judicial" in nature. City Commissioners will disclose all ex-parte communications, and may be subject to voir dire by any interested party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment without being sworn. Unsworn testimony will be given appropriate weight and credibility by the City Commission.

INVOCATION: Any invocation that may be offered at the opening of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 12/8/2025

Prepared by: Nina Mullin

Title of Item:

ARTS MOMENT - GERTRUDE WALDEN DAYCARE CENTER PERFORMANCE

Summary Explanation/Background Information on Agenda Request:

The children of the Gertrude Walden Childcare Center will entertain us with a holiday song.

Funding Source:

N/A

Recommended Action:

Enjoy!

ATTACHMENTS:

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 12/8/2025

Prepared by: Susej Meleqi

Title of Item:

SELECTION OF MAYOR AND VICE MAYOR

Summary Explanation/Background Information on Agenda Request:

This is the annual reorganization of the City Commission. Each year, the City Commission has the opportunity to elect and name a Mayor and Vice Mayor as the presiding officers of the City Commission. The City Charter (Sec 7.09 (a)) does not prescribe a method for this reorganization, except that at the "second Monday in December of each year, the City Commission shall select from its membership a mayor and vice mayor." The re-organization of the Board shall take place in two votes. First, the City Commission shall appoint the mayor to serve for the 2025 calendar year. Then, the newly appointed mayor shall accept a motion to appoint a new vice mayor to serve for the 2025 Calendar year.

Funding Source:

N/A

Recommended Action:

Motion to approve the selection of Mayor and Vice Mayor.

ATTACHMENTS:

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 12/8/2025

Prepared by: Margaret Reilly-Dalton

Title of Item:

SERVICE AWARDS - DECEMBER 2025

Summary Explanation/Background Information on Agenda Request:

Michael DeFrank - Technology Services - 25 Years

Jordan Grose - Police - 10 Years

Funding Source:

General Fund

Recommended Action:

Present Awards

ATTACHMENTS:

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 12/8/2025

Prepared by: Milton Leggett

Title of Item:

2026 CALENDAR PHOTO CONTEST WINNERS

Summary Explanation/Background Information on Agenda Request:

The Stormwater Division of the Public Works Department in association with the Utilities & Engineering Department provides for the production of the "Creating A Healthier St. Lucie River...Day by Day" biennial calendar. A key component of this production is a calendar photo contest.

Staff will award all contest winners a Certificate and a group photo will be taken with the Mayor.

Funding Source:

Stormwater Division

Recommended Action:

Recognize 2026 Photo Contest Winners

ATTACHMENTS:

1. 2026_Stormwater_Calendar_WORKING-



PRSRT STD
U.S. POSTAGE
PAID
WEST PALM BEACH, FL
PERMIT #611

This 2026 Stormwater Calendar was created by the City of Stuart Public Works and Utilities & Engineering Departments.

CREATING A HEALTHIER ST. LUCIE RIVER

Day by Day



2026 Stormwater Calendar

"Whistling Ducklings" by Mia Gifford
Memorial Park



"Tranquility" by Anastazia Huryan
Downtown Stuart Riverwalk

Stormwater Matters

Ever notice how fast the streets fill with water during a Florida downpour? That rushing water is called **stormwater runoff**, and it plays a huge role in the health of our rivers, canals, and even our drinking water.

When rain falls on **hard surfaces** like streets, rooftops, driveways, and sidewalks, it can't soak into the ground. Instead, it races into storm drains and waterways — picking up pollution along the way.

What's in Stormwater?

As stormwater flows, it carries:

- **Oil & grease** from roads and driveways
- **Fertilizers & pesticides** from lawns
- **Pet waste** left on the ground
- **Trash & litter** from our streets

All of this washes directly into our canals, rivers, and lagoon — hurting wildlife, polluting ecosystems, and lowering the quality of water we rely on.

What You Can Do at Home

Every homeowner, renter, and business can help reduce pollution:

- **Capture roof runoff** in rain barrels
- **Plant rain gardens or native plants** to soak up water naturally
- **Dispose of chemicals & yard waste**

properly — never in storm drains

- **Pick up after pets** (yes, every time!)
- **Swap out hard surfaces** with gravel, pavers, or permeable concrete

Why it matters: What goes down the drain doesn't just disappear — it flows right back into the waterways we love. By making small changes, we can keep our canals, the St. Lucie River, and the Indian River Lagoon clean and healthy.

Together, we can protect our waters — one drop at a time.

Significant Dates

JANUARY 1: New Years Day (City offices closed.) Sanitation collection. Sanitation schedules adjusted—refer to sanitation collection schedule on back cover.

JANUARY 10: Neighborhood Cleanup, 8 a.m.—11 a.m. Host location Hildabrad Park on Riverside Dr. for West Riverside, Historic Downtown Stuart, and Krueger West residential neighborhoods. Bring electronic waste and household hazardous waste to HazMobile host site. Place garbage and bulk trash at curb by 8 a.m.

JANUARY 14: Mobile household hazardous waste collection vehicle at the Stuart Public Safety Complex, 800 SE MLK Blvd, Stuart. For HazMobile guidelines on what is accepted, please call (772) 419-6967.

JANUARY 19: Martin Luther King, Jr. Day. (City offices closed.) Sanitation schedules adjusted—refer to sanitation collection schedule on back cover.

January

2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 	2	3
4	5 City Commission Meeting 4:00 p.m.	6	7	8	9	10 
11	12	13	14 	15	16	17
18	19 Martin Luther King Jr. Day	20 City Commission Meeting 5:30 p.m.	21	22	23	24
25	26	27	28	29	30	31



"Stuart Colorado Ave. Park" by Mark A. Stall
Colorado Avenue Park

Best Practices for Waste Management & Stormwater Pollution Prevention

Keeping our community clean starts with how we handle waste. A few small changes can make a big difference in protecting our waterways!

Waste Storage & Disposal

- ✗ Don't leave waste or materials uncovered outdoors—rain can wash pollutants straight into drains.
- 🔒 Keep dumpster lids closed when not in use to block rainwater (and critters!).
- 💧 Never pour liquids into dumpsters—they can leak out and contaminate stormwater.
- ☑ Store waste properly so it's protected from rainfall and runoff.

Cleaning Practices

- 🚫 Skip the hose—never wash shop floors, restaurant areas, or equipment in a way that lets dirty water reach storm drains.
- 🧼 Choose dry cleanup methods like sweeping or using absorbent

materials instead of washing down.

- ⚡ Clean spills quickly—use absorbent pads or granules for best results.
- 🗑 Dispose of used absorbents properly to keep pollutants out of waterways.

Every action counts—what goes on the ground often ends up in our rivers and lagoons. Together, we can keep Stuart's waters clean and healthy! 🐟

Significant Dates

FEBRUARY 11: Mobile household hazardous waste collection vehicle at the Stuart Public Safety Complex, 800 SE MLK Blvd, Stuart. For HazMobile guidelines on what is accepted call (772)419-6967.

FEBRUARY 28: Sailfish Sprint (5K, 10K and 1/2 Mile Kids Dash) and Walk4H2O — 1 mile walk for safe clean drinking water and adequate sanitation services.

Do Your Part! Report flooding, construction runoff or intentional dumping to storm drains, ditches, ponds, lakes or streams to the Stormwater Pollution Hotline at (772) 600-1260 or email stormwaterhotline@ci.stuart.fl.us or <http://seeclifix.com/stuart>.

February

2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9 City Commission Meeting 4:00 p.m.	10	11  8:30 AM - 1:30 PM	12	13	14 
15	16	17	18	19	20	21
22	23 City Commission Meeting 5:30 p.m.	24	25	26	27	28



"Sailboat Sunset" by Paul Strauss
Shepard Park facing west

Stormwater Pollution Prevention Tips for Storing and Handling Outside Materials

How you store and handle materials outdoors can make all the difference for our waterways. A little prevention today helps keep pollution out of tomorrow's storm drains!

Outdoor Storage of Materials

- ✗ Don't leave dirty, oily, or rusty items sitting outside uncovered—rain turns them into stormwater pollution.
- ✓ Dispose of these items properly or store them under cover to keep stormwater clean.

At the very least:

- 📦 **Cover it up** with weighted or secured tarps.
- 📦 **Raise it up** off the ground on pallets to prevent runoff contact.
- 🔑 **Drain it first** – remove fluids from engines, radiators, and differentials before storage, and dispose of them the right way.

General Housekeeping

- 🧹 **Sweep it clean** – keep indoor and outdoor areas tidy to prevent pollutants from being tracked offsite.

👁️ **Watch the small stuff** – sediment, debris, or spills may seem minor, but once carried by feet, tires, or stormwater, they add up fast.

In Stuart, what sits on the ground doesn't just stay there—it often ends up in our river and lagoon. By following these simple steps, you're helping protect our waters, our wildlife, and our way of life.

Do Your Part! Report flooding, construction runoff or intentional dumping to storm drains, ditches, ponds, lakes or streams to the Stormwater Pollution Hotline at (772) 600-1260 or email stormwaterhotline@ci.stuart.fl.us or <http://seeclickfix.com/stuart>.

Significant Dates

MARCH 11: Mobile household hazardous waste collection vehicle at the Stuart Public Safety Complex, 800 SE MLK Blvd, Stuart. For HazMobile guidelines on what is accepted call (772) 419-6967.

MARCH 21: Neighborhood Cleanup, 8 - 11 a.m., host location Shepard Park on Riverside Dr. for Bessey Creek, Frazier, Potsdam, Indian Groves/ Poppleton, and Casa Terrace residential neighborhoods. Bring electronic waste and household hazardous waste to HazMobile host site. Place garbage and bulk trash at curb by 8 a.m.

March

2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8 	9 City Commission Meeting 4:00 p.m.	10	11  Household Hazardous Waste Collection 8:30 AM - 1:30 PM	12	13	14
15	16	17 	18	19	20 	21  Neighborhood Cleanup 8 - 11 a.m.
22  WORLD WATER DAY	23 City Commission Meeting 5:30 p.m.	24	25	26	27	28
29	30	31				



"Railroad Bridge Oyster Reef" by Darlene Encomio
Downtown Stuart Riverwalk

One Drop, BIG Damage

Did you know just **one drop of oil can pollute 100 liters of water**—that's about **26 gallons**? Once it hits the water, oil spreads fast, smothering plants, harming fish and wildlife, and throwing entire ecosystems off balance?

The good news? You can stop it at the source. Here's how to handle oils safely:

Used Motor Oil

- ✗ Never pour it down drains, on the ground, or into storm drains.
- ☑ Collect it in a **clean, leak-proof container with a lid**.
- 🚚 Take it to a **recycling center, auto shop, or hazardous waste collection event**.

Used Cooking Oil

- ❄ Let it cool first.
- 🗑 Pour it into a **sealed container** (like an empty milk jug).
- ♻ Drop it off at a **grease recycling program** if available—or place in the trash if local rules allow.

Remember: What goes down the drain can end up in the St. Lucie River or Indian River Lagoon. Protecting our waterways starts with simple actions at home. Every drop counts! 💧

Significant Dates

APRIL 8: Mobile household hazardous waste collection vehicle at the Stuart Public Safety Complex, 800 SE MLK Blvd, Stuart. For HazMobile guidelines on what is accepted call (772) 419-6967.

Do Your Part! Report flooding, construction runoff or intentional dumping to storm drains, ditches, ponds, lakes or streams to the Stormwater Pollution Hotline at (772) 600-1260 or email stormwaterhotline@ci.stuart.fl.us or <http://seeclickfix.com/stuart>.



April

2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2 <i>Happy Passover</i>	3	4
5 	6	7	8 	9	10	11
12	13 City Commission Meeting 4:00 p.m.	14	15 	16	17	18
19	20	21	22 	23	24	25
26	26 City Commission Meeting 5:30 p.m.	28	28	30		



"Sunset in Downtown Stuart" by Wayne King
Taken from Roosevelt Bridge looking west

Fertilizer Application Best Practices

A healthy yard doesn't have to come at the expense of healthy waterways! The way we apply fertilizer directly impacts our rivers, lagoons, and the wildlife that call them home. Here's how to grow green the right way:

Smart Fertilizer Use

 **Read the label, follow directions** – more is not better. Stick to the recommended amount.

 **Don't over-fertilize** – excess product washes away, wasting money and harming the environment.

 **Sweep it up** – clean spilled fertilizer off sidewalks, driveways, and hard surfaces right away.

 **Never leave it loose** – rain or sprinklers will carry it straight into storm drains and waterways.

Going Green

Choosing glyphosate-free options and practicing Green Best Management Practices helps protect our environment—today, tomorrow, and for generations to come.

Local Rules to Know

In the City of Stuart, fertilizers containing nitrogen or phosphorus are prohibited from June 1 – November 30 each year (Ord. No. 2280-2014; Ord. No. 2380-2018). This rainy season restriction protects our waterways when they are most vulnerable.

Remember: What's good for your lawn should also be good for the St. Lucie River and Indian River Lagoon. Together, we can keep Stuart growing green and thriving!

Significant Dates

MAY 13: Mobile household hazardous waste collection vehicle at the Stuart Public Safety Complex, 800 SE MLK Blvd, Stuart. For HazMobile guidelines on what is accepted call (772) 419-6967.

MAY 16: Neighborhood Cleanup. Host location: 10th Street Community Center. Neighborhoods: Stypmann, East Stuart, & Eldorado Heights.

MAY 25: Memorial Day. (City offices closed.) Sanitation schedules adjusted—refer to sanitation collection schedule on back cover.

May

2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5 	6	7	8	9
10 	11 City Commission Meeting 4:00 p.m.	12	13 	14	15	16 
17	18	19	20	21	22	23
24	25 Memorial Day	26 City Commission Meeting 5:30 p.m.	27	28	29	30
31						



"Reflection" by Anastazia Huryan
Shephard Park

Chemicals & Pollutants in Our Stormwater

When it rains, it drains—and sometimes that rain carries more than just water. In **2020 alone, more than 200 million pounds of toxic chemicals** were released into U.S. waterways (EPA Toxics Release Inventory).

The impact is staggering:

- **Wildlife at risk** – Chemicals disrupt fish and amphibian reproduction, wipe out aquatic plants, and climb the food chain—harming birds, mammals, and biodiversity.
- **Human health concerns** – Contaminated drinking water increases risks of cancer, neurological damage, and developmental issues in children.

But the good news is: we can all make a difference.

How to Dispose of Chemicals

- **Read the label** – follow disposal instructions carefully.
- **Never dump** – don't pour chemicals into storm drains, sinks, or toilets. Many lead straight to our rivers and lagoons.
- Use hazardous waste drop-off sites or collection events for:
 - ⇒ Paints & solvents

- ⇒ Pesticides & herbicides
- ⇒ Household cleaners
- ⇒ Automotive fluids

Best Practices to Prevent Runoff

- Store chemicals in sealed containers, away from rain.
- Choose biodegradable products when possible.
- Clean spills fast—use absorbents like cat litter and bag it for proper disposal.
- Maintain your car to prevent leaks before they hit the pavement.

Here in Stuart, everything on the ground is just one storm away from the St. Lucie River and Indian River Lagoon. Together, we can keep toxic chemicals out of our water, protect marine life, and safeguard our community's health.

Significant Dates

JUNE 10: Mobile household hazardous waste collection vehicle at the Stuart Public Safety Complex, 800 SE MLK Blvd, Stuart. For HazMobile guidelines on what is accepted call (772) 419-6967.

REMINDER: Residential yard waste picked up **FREE OF CHARGE** during June!

June

2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 HURRICANE SEASON BEGINS 	2	3	4	5 World Environment Day	6
7	8 City Commission Meeting 4:00 p.m.	9	10  8:30 AM - 1:30 PM	11	12	13
14	15	16	17	18	19	20
21 	22 City Commission Meeting 5:30 p.m.	23	24	25	26	27
28	29	30				



"Thirsty Hummingbird" by Karl H. Krueger
Taken in Mr. Krueger's backyard

How YOU Can Help Protect the St. Lucie River

The **St. Lucie River** is more than a waterway—it's our community's heartbeat, supporting our environment, economy, and way of life. Protecting it starts with small steps at home, in the yard, and even on the water.

At Home

- Reduce, reuse, and recycle
- Choose eco-friendly household products.
- Keep your septic system in check with regular inspections.

In the Community

- Plant trees to reduce stormwater pollution.
- Join a cleanup to keep trash out of our rivers.
- Never pour chemicals or waste into storm drains.

In the Yard

- Scoop pet waste—it washes into waterways if left behind.
- Install a rain garden or rain barrel to reduce runoff.
- Apply fertilizer sparingly—and follow the City's rules.

On the Water

- Use designated sewage pump-out stations.
- Steer clear of seagrass beds to protect sensitive habitats.
- Respect wildlife—watch from a distance and never feed.

Every action counts. Whether you're picking up a single bottle, planting a tree, or protecting seagrass beds while boating, you're helping preserve the **beauty and health of the St. Lucie River** for generations to come.

Together, let's keep our river clear, clean, and thriving.

Significant Dates

JULY 3: Independence Day Observed. City offices closed. No change in sanitation schedule.

JULY 8: Mobile household hazardous waste collection vehicle at the Stuart Public Safety Complex, 800 SE MLK Blvd, Stuart. For HazMobile guidelines on what is accepted call (772) 419-6967.

JULY 18: Neighborhood Cleanup, 8-11 a.m. Host location: Sabe Club Parking Lot. Neighborhoods: Sarita Heights, St. Lucie Estates/Broadway.

JULY 25: Treasure Coast Waterway Cleanup. Information at www.tcwaterwaycleanup.com.

July

2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3 City Offices Closed in Observance of Independence Day.	4 
5	6	7	8 	9	10	11
12	13 City Commission Meeting 4:00 p.m.	14	15	16	17	18 
19	20	21	22	23	24	25 
26	27 City Commission Meeting 5:30 p.m.	28	29	30	31	

Join Us!

Sign up for the
18th Treasure Coast Waterway Cleanup
at www.tcwaterwaycleanup.com





What is a Watershed?

Here's something you may not know: no matter where you live, you live in a watershed.

A watershed is simply the land that drains into a single body of water—a river, lake, wetland, or even an underground aquifer. It includes streams, canals, ditches, and yes—even our streets and storm drains. When it rains in Stuart, stormwater carries whatever is on the ground—fertilizer, oil, trash, pet waste—straight into the St. Lucie River or Indian River Lagoon.

Think of your watershed as your backyard. If you wouldn't dump it in your own yard and then drink it later, don't dump it on the ground here either.

Simple Ways to Protect Your "Backyard" Watershed

Dispose of Hazardous Chemicals Properly

Take paints, oils, and cleaners to a recycling or hazardous waste center—never to the ground or storm drains.

Go Florida-Friendly in Your Yard

Plant Florida-Friendly species that thrive without heavy watering or chemicals.

Compost your yard waste instead of bagging it.

Pick Up After Pets

Pet waste carries harmful bacteria. Scoop it, bag it, and trash it to keep it out of our waterways.

Be a Good Neighbor

What you do in your yard impacts your community. Small steps by everyone = a healthier river for all.

Significant Dates

AUGUST 12: Mobile household hazardous waste collection vehicle at the Stuart Public Safety Complex, 800 SE MLK Blvd, Stuart. For HazMobile guidelines on what is accepted call (772) 419-6967.

AUGUST 18: Primary Election



August

2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10 City Commission Meeting 4:00 p.m.	11 	12 	13	14	15
16	17	18 	19	20	21	22
23	24 City Commission Meeting 5:30 p.m.	25	26	27	28	29
30	31					



"Foggy Roosevelt Bridge" by Mark A. Stall
Just under the Roosevelt Bridge

Stormwater Facts vs Fiction

When it comes to stormwater, there are a few common misconceptions that can cause confusion. One of the biggest is the belief that water flowing into storm drains gets cleaned at a treatment plant. In reality, stormwater isn't treated like wastewater. Whatever runs off our streets, driveways, and yards—fertilizer, pet waste, oil, or litter—goes straight through the storm drain system and directly into the St. Lucie River and Indian River Lagoon. That's why it's so important to keep harmful materials out of the drains.

Floodwater & Stormwater the Same?

Another mix-up is thinking that “floodwater” and “stormwater” are the same thing. Floodwater is the excess water that covers streets and yards during heavy rains or king tides. Stormwater is the runoff from rain that flows across hard surfaces, often carrying pollutants with it. While too much stormwater can lead to localized flooding, they're not exactly the same. Managing stormwater properly helps keep both flooding and pollution in check.

Lakes and Ponds

Here in Stuart, many residents also see neighborhood ponds and think of them as pretty lakes. In fact, those ponds are part of the stormwater system. They're designed to catch runoff, filter out some of the pollutants, and slow down the flow of water before it reaches

our waterways. They're not meant for swimming, fishing, or feeding wildlife, and when we treat them like natural lakes, we can unintentionally reduce their effectiveness. And perhaps the most important misnomer of all: thinking that one person's actions don't make a difference. In reality, the little things each of us does—like picking up after our pets, following the summer fertilizer ban, keeping yard debris out of the street, and using water wisely—add up to a big impact for the health of our river, lagoon, and community. Protecting Stuart's waterways starts right at home, one action at a time.

Significant Dates

SEPTEMBER 7: Labor Day. City offices are closed. Sanitation schedules adjusted—refer to sanitation collection schedule on back cover.

SEPTEMBER 9: Mobile household hazardous waste collection vehicle at the Stuart Public Safety Complex, 800 SE MLK Blvd, Stuart. For HazMobile guidelines on what is accepted call (772) 419-6967.

SEPTEMBER 19: Neighborhood Cleanup. 8–11 a.m. Host location: Windemere Dr. in the Pines. Neighborhoods: The Pines, Bahama Terrace, Windemere/The Pines. Bring electronic waste and household hazardous waste to HazMobile host site. Place garbage and bulk trash at curb by 8 a.m.

Do Your Part! Report flooding, construction runoff or intentional dumping to storm drains, ditches, ponds, lakes or streams to the Stormwater Pollution Hotline at (772) 600-1260 or email stormwaterhotline@ci.stuart.fl.us or <http://seeclickfix.com/stuart>.

September

2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7 	8 City Commission Meeting 4:00 p.m.	9 	10	11	12
13	14	15	16	17	18	19 
20	21 City Commission Meeting 5:30 p.m.	22	23	24	25	26
27	28	29	30			



"Great Blue Heron" by Karl H. Krueger
Pierpoint Condo Association.

Don't Waste Your Yard Waste: Put It to Work!

Leaves, grass clippings, and other yard debris aren't trash—they're **treasures** for your garden! Instead of sending them to the curb, turn them into mulch or compost and watch your yard thrive.

Why Mulch Matters

Mulch doesn't just cover your soil—it **nourishes it**:

- **Feeds the soil** with essential micronutrients
- **Stabilizes temperature** to protect roots
- **Locks in moisture** to keep plants happy
- **Fights weeds** so you spend less time pulling and more time enjoying your garden. By giving your yard waste a second life, you're creating healthier soil, reducing waste, and making your garden stronger, greener, and more vibrant.

Small effort, big reward—your garden (and the planet) will thank you!

Significant Dates

OCTOBER 14: Mobile household hazardous waste collection vehicle at the Stuart Public Safety Complex, 800 SE MLK Blvd, Stuart. For HazMobile guidelines on what is accepted call (772) 419-6967.



City residents can earn a FREE compost tumbler by attending a City of Stuart 2026 Composting Workshop! For information, call (772) 600-1206 or visit www.stuartfl.gov and search for 'Composting Workshops'.

October

2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12 City Commission Meeting 4:00 p.m.	13	14  8:30 AM - 1:30 PM	15	16	17
18	19	20	21	22	23	24
25	26 City Commission Meeting 5:30 p.m.	27	28	29	30	31 



"River Otter" by Paul Strauss
Possum Long Nature Center

Keep Stormwater Healthy: Maintenance Tips

Stormwater isn't treated before it reaches our rivers, canals, and lagoons — so what we do at home **matters a lot!** Here are simple ways to protect our waterways and keep our stormwater system working its best:

Easy Steps You Can Take

- **Keep Storm Drains Clear.** Don't cover drains with leaves, trash, or debris. Sweep or rake near your property and dispose of waste properly.
- **Pick Up Pet Waste.** Always scoop the poop! Pet waste carries bacteria that pollutes water.
- **Never Dump Anything Down Drains.** Storm drains lead directly to rivers, lakes, and streams — only rain should go down there.
- **Mulch or Compost Leaves.** Don't blow them into the street. Yard waste in drains becomes pollution.
- **Use Fertilizers and Chemicals Wisely.** Apply sparingly and avoid heavy rain days. Excess runs straight into waterways.
- **Report Clogged or Damaged Drains.** Spot a blocked or broken drain? Call the Public Works Department.
- **Redirect Downspouts.** Point gutters toward gardens or yards instead of

driveways or sidewalks to reduce runoff.

- **Collect Rainwater.** Use a rain barrel to water plants — it saves water and keeps stormwater out of drains.
- **Wash Cars Smartly.** Wash on the lawn or at a car wash so soaps and dirt don't flow into storm drains.
- **Support Green Spaces.** Advocate for and help maintain rain gardens, swales, and other green infrastructure in your neighborhood.

Remember: Stormwater goes straight to our local waterways — no treatment. Your everyday actions at home can protect the St. Lucie River, Indian River Lagoon, and all the wildlife that call them home. Every little bit counts!

Significant Dates

NOVEMBER 3: General Election.

NOVEMBER 11: Veteran's Day. City offices closed.

NOVEMBER 12: Mobile household hazardous waste collection vehicle at the Stuart Public Safety Complex, 800 SE MLK Blvd, Stuart. For HazMobile guidelines on what is accepted call (772) 419-6967.

NOVEMBER 14: Neighborhood Cleanup 8 - 11 a.m.. Host location: Lot on Oriole Avenue & Riverside Drive. Neighborhood: East Riverside.

NOVEMBER 26-27: Thanksgiving holidays—city offices closed.

NOTE: Full holiday sanitation collection schedule in the back of calendar.

November

2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 	4	5	6	7
8	9 City Commission Meeting 4:00 p.m.	10	11  VETERANS DAY  HAZMobile 8:30 AM - 1:30 PM	12	13	14  Neighborhood Cleanup 8 - 11 a.m.
15 America Recycles Day	16 National Stormwater Day	17	18	19	20	21
22	23 City Commission Meeting 5:30 p.m.	24	25	26  Happy Thanksgiving	27 City Offices Closed in Observance of Thanksgiving	28
29	30 HURRICANE SEASON ENDS 					



"St. Lucie River Oyster Reef" by Vincent Encomio
Oyster reef offshore of Roosevelt Bridge

The 12 Days of Clean Water

Every small action helps protect the St. Lucie River, Indian River Lagoon, and local wildlife.

Together, we can keep Stuart's waters clean and thriving. What can you do to help? Here are 12 ways you help protect stormwater and help to keep our waterways clean:

DAY 1: Scoop the Poop – Keep pet waste out of storm drains.

DAY 2: Dispose of Chemicals Properly – Paint, oil, and cleaners belong at recycling or hazardous waste centers.

DAY 3: Fertilize Wisely – Apply sparingly to prevent algae blooms.

DAY 4: Maintain Your Car – Fix leaks to stop oil and fluids from entering stormwater.

DAY 5: Wash Cars on Grass or at a Car Wash – Protect storm drains from soap and grime.

DAY 6: Sweep, Don't Hose – Keep sidewalks and driveways clean while saving water.

DAY 7: Plant Native Vegetation – Filters pollutants, reduces erosion, and requires less care.

DAY 8: Install a Rain Barrel – Collect rainwater for your garden instead of letting it run off.

DAY 9: Use Permeable Surfaces – Gravel, pavers, or permeable concrete let water soak naturally.

DAY 10: Clean Up After Lawn Care – Sweep leaves and clippings off streets and sidewalks.

DAY 11: Report Illegal Dumping. Call (772) 600-1260! – Keep trash, oil, and chemicals out of our waterways.

DAY 12: Educate Others – Share these tips with friends, neighbors, and your community.

Significant Dates

DECEMBER 9: Mobile household hazardous waste collection vehicle at the Stuart Public Safety Complex, 800 SE MLK Blvd, Stuart. For HazMobile guidelines on what is accepted call (772) 419-6967.

DECEMBER 24 & 25: Christmas Holidays Observed. City offices closed. Sanitation schedules adjusted—refer to sanitation collection schedule on back cover.

JANUARY 1, 2027: New Year Holiday Observed. City offices closed. Sanitation schedules adjusted—refer to sanitation collection schedule on back cover.

December

2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4 	5 
6	7 City Commission Meeting 4:00 p.m.	8	9 	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24 City Offices Closed 	25 	26
27	28	29	30	31 	1 City Offices Closed	



SANITATION COLLECTION SCHEDULE - CITY OF STUART OFFICES ARE CLOSED THE FOLLOWING HOLIDAYS

Garbage, recycling, yard debris, and bulk trash collection days can vary during the week in which a holiday occurs. In general, the holiday and the days following a holiday have schedule changes. Collection times may vary. Please place trash and recycling **at the curb no later than 6:00 a.m.** on the day of service.

NEW YEAR'S DAY – January 1 (Thursday)

- **Garbage Carts:** Normal schedule; no change.
- **Recycle:** Thursday's carts will be collected on Friday; Friday's carts will be collected on Saturday.
- **Yard Debris:** Normal schedule; no change.
- **Bulk Trash:** Wednesday's bulk route will be collected on Thursday; Thursday's bulk route will be collected on Friday.

MARTIN LUTHER KING, JR DAY – January 19 (Monday)

- **Garbage Carts:** Monday's pickup will occur on Tuesday; Tuesday's pickup will occur on Wednesday; Regular schedule resumes Thursday.
- **Recycle:** Normal schedule – no change.
- **Yard Debris:** Monday's pickup will be on Tuesday; Tuesday's pickup will be on Wednesday.
- **Bulk Trash:** Wednesday's bulk route will be collected on Thursday; Thursday's bulk route will be collected on Friday.

MEMORIAL DAY – May 25 (Monday)

- **Garbage Carts:** Monday's pickup will occur on Tuesday; Tuesday's pickup will occur on Wednesday; Regular schedule resumes Thursday.
- **Recycle:** Normal schedule – no change.
- **Yard Debris:** Monday's pickup will be on Tuesday; Tuesday's pickup will be on Wednesday.
- **Bulk Trash:** Wednesday's bulk route will be collected on Thursday; Thursday's bulk route will be collected on Friday.

INDEPENDENCE DAY OBSERVED – July 4 (Saturday)

- **Garbage Carts:** Normal schedule Friday.
- **Recycle:** Normal schedule Friday.

LABOR DAY – September 7 (Monday)

- **Garbage Carts:** Monday's pickup will occur on Tuesday; Tuesday's pickup will occur on Wednesday; Regular schedule resumes Thursday.
- **Recycle:** Normal schedule – no change.
- **Yard Debris:** Monday's pickup will be on Tuesday; Tuesday's pickup will be on Wednesday.
- **Bulk Trash:** Wednesday's bulk route will be collected on Thursday; Thursday's bulk route will be collected on Friday.

VETERAN'S DAY – November 11 (Wednesday)

- **Garbage Carts:** Normal schedule—no change.
- **Recycle:** Wednesday's multi-family will be serviced on Thursday; Thursday's multi-family carts will be collected on Friday. Normal schedule for residential carts resumes Thursday.
- **Yard Debris:** Normal schedule—no change.
- **Bulk Trash:** Wednesday's bulk route will be collected on Thursday; Thursday's bulk route will be collected on Friday.

THANKSGIVING HOLIDAYS – November 26 & 27 (Thursday & Friday)

- **Garbage Carts:** Thursday's carts will be serviced on Friday; Friday's carts will be serviced on Saturday.
- **Recycle:** Thursday's carts will be picked up on Friday; Friday's carts will be picked up on Saturday.
- **Yard Debris:** Normal schedule Monday & Tuesday.
- **Bulk Trash:** Thursday's bulk route will be collected on Friday.

CHRISTMAS HOLIDAYS OBSERVED – December 24 & 25 (Thursday & Friday)

- **Garbage Carts:** Thursday carts, no change. Friday's carts, will be picked up on Saturday.
- **Recycle:** Thursday's carts no change. Friday's carts will be picked up on Saturday.
- **Bulk Trash:** Normal service days.

NEW YEAR'S HOLIDAY— January 1 (Friday)

Please visit www.stuartfl.gov/257/Sanitation-Services for schedule.

Customer Service: (772) 288-5317 | HazMobile Guidelines: (772) 419-6967

Where can I get more information?

In addition to the telephone numbers, internet addresses and websites listed in this document, the following agencies can help you with any questions you may have about stormwater management and/or environmental conservation:



City of Stuart
Public Works Department
Telephone (772) 288-5398
Website: www.stuartfl.gov



Florida Department of Environmental Protection
Southeast District
Fort Pierce Branch Office
Telephone (772) 467-5500
Website: www.dep.state.fl.us/southeast



United States Environmental Protection Agency
Region 4
Telephone (404) 562-9900
Website: www.epa.gov/region4



Martin County Transfer & Recycle Facility
9101 SW Busch St, Palm City
Telephone (772) 288-5772
Website: www.martin.fl.us/TransferFacility



Florida Yards & Neighborhoods
University of Florida - Cooperative Extension Service
Institute of Food and Agricultural Sciences
Telephone (772) 288-5654
Website: <https://sfyl.ifas.ufl.edu/martin/>



South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406
Telephone (561) 686-8800
Website: www.sfwmd.gov

Report an issue on
SeeClickFix



Report flooding, construction runoff or intentional dumping to storm drains, ditches, ponds, lakes or streams to the Stormwater Pollution Hotline at (772) 600-1260 or email stormwaterhotline@ci.stuart.fl.us or <http://seeclickfix.com/stuart>.

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 12/8/2025

Prepared by: Nina Mullin

Title of Item:

APPROVAL OF 11/24/2025 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Minutes.

ATTACHMENTS:

1. 11/24/2025 CCM Minutes

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
NOVEMBER 24, 2025
AT 5:30 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Campbell Rich
Vice Mayor Christopher Collins
Commissioner Eula R. Clarke
Commissioner Laura Giobbi
Commissioner Sean Reed

ADMINISTRATIVE

Interim City Manager, Louis J. Boglioli III
City Attorney, Lee J. Baggett
City Clerk, Mary R. Kindel

ROLL CALL

5:30 PM

PRESENT: Mayor Rich, Vice Mayor Collins, Commissioner Clarke, Commissioner Giobbi, and Commissioner Reed

INVOCATION

Pastor James Brocious, Stuart Alliance Church, gave the Invocation.

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

Commissioner Giobbi

- Congratulated Susej Meleqi, Deputy Clerk, on her achievement of receiving the Certified Municipal Clerk (CMC) certification.
- Commented on four proposed bills pertaining to the Live Local Act, encouraged people to write to their representatives.
- Requested to add a D&D to the next meeting to discuss the East Stuart Historical Advisory Committee (ESHAC).
- Addressed comments made about Commissioners not paying attention to the audience while having computers on the Dais, explained that they are looking at the agenda.
- Recommended property owners of downtown to dress up their windows for the holidays.
- Wished all a healthy and happy Thanksgiving.

Commissioner Clarke

- Announced Sheriff Crowder's passing and service in Martin County.
- Commented that the NAACP is sponsoring the Miracle on 10th Street event on December 13 and inquired about a toy drive collection box at City Hall.
- Commented on the ESHAC, a sunset date, and the website for the East Stuart history and requested a follow-up.
- Reported communication with Interim City Manager about the timeline for discussions on hiring a new City Manager.

Vice Mayor Collins

- Commented on the ESHAC's purpose, felt there is a liability in it turning into more and that they have completed their purpose.
- Stated he is interested in moving forward with hiring a City Manager just after the new year, and getting started in December.

Commissioner Giobbi commented that she spoke with ESHAC member, Betty Brinkley, and felt there is more that they can do as a stand-alone committee and would like to move forward to sunset the ESHAC.

In reference to the City Manager position, Roz Strong, Human Resource Director, commented that she would not be in town on December 8th, however, her Assistant Director would attend for the discussion in her place.

Discussion continued among Commissioners on the hiring and responsibilities of the City Manager.

Consensus is to have staff prepare an agenda item for the December 8th City Commissioner Meeting, and wait to advertise after the new year.

Mayor Rich

- Commented on Thanksgiving, and a recent experience of seeing people feed the unhoused in Memorial Park. Thanked the staff who do so much for them and the City.

COMMENTS BY CITY MANAGER

- Commented on Susej Meleqi's achievement in receiving the Certified Municipal Clerk (CMC) designation and thanked the City Clerk's office for continuing a tradition of professionalism.
- Thanked staff for decorating for the holidays.
- Confirmed he will put together the agenda item of the City Manager proposal.

APPROVAL OF AGENDA

5:56 PM MOTION: Approve.

MOVED BY: Christopher Collins

SECONDED BY: Eula Clarke

Motion approved unanimously.

COMMENTS FROM THE PUBLIC (Non-Agenda Related) (3 Minutes Max.)

1. David Kehlmann - Stuart; Followed up on Poppleton Creek and his past request for inspection and cleanup.
2. William Rudge - Stuart; Commented on allegations not being looked into, concerned there may be something to hide.
3. Caryn Yost-Rudge - Stuart; Provided a handout and commented on document provided to the Commission in 2020, the City Manager needs to respond to the different case numbers.
4. Candace Callahan - Stuart; thanked Public Works, Community Services, Police and Fire, and CRA Departments. Also thanked Buckhardt Construction for the downtown underground project and all to join them for the downtown Tree Lighting event on November 28th, from 4-7 p.m.

Pinal Gandhi-Savdas came forward and announced the majority of the work is completed on Seminole Street. The roads will be closed during the tree lighting but will be open on Saturday, November 29th.

APPROVAL OF CONSENT CALENDAR

1. APPROVAL OF 11/10/2025 CCM MINUTES (RC)

END OF CONSENT CALENDAR

6:07 PM MOTION: Approve.

MOVED BY: Christopher Collins

SECONDED BY: Laura Giobbi

Motion approved unanimously.

COMMISSION ACTION

2. RENEWAL AND AMENDMENT TO THE "FLAGLER CENTER" LEASE WITH STUART MAIN STREET ASSOCIATION, INC. (RC):

RESOLUTION No. 101-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZE THE RENEWAL AND EXECUTION OF AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF STUART AND STUART MAIN STREET ASSOCIATION, INC. FOR THE "FLAGLER CENTER" LOCATED AT 201 SW FLAGLER AVENUE, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. .

Lee Baggett, City Attorney, provided information on the amendment, giving additional information on the lease agreements and their renewal terms. Noted that there is one

change to lease in order for all leases to renew at the same time.

6:14 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously.

3. F.I.N.D. WATERWAY ASSISTANCE PROGRAM GRANT FOR COURTESY DOCK (RC):

RESOLUTION No. 105-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY OF STUART TO ACCEPT A FLORIDA INLAND NAVIGATION DISTRICT WATERWAY ASSISTANCE PROGRAM GRANT FOR A COURTESY DOCK AND WAVE ATTENUATOR; AUTHORIZING THE SUBMISSION OF ANY GRANT APPLICATION, IF NECESSARY, AND THE EXECUTION OF ANY GRANT AGREEMENT, IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Joly Boglioli, Interim City Manager, updated the board on the wave attenuator future grant plan. If approved, it would eliminate the floating dock portion with a fixed pier; a Budget Amendment would follow.

A brief discussion included dock space and a stationary ladder.

6:22 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously.

DISCUSSION AND DELIBERATION

None.

ADJOURNMENT

6:22 PM

Mary R. Kindel, City Clerk

Campbell Rich, Mayor

Minutes to be approved at the Regular Commission Meeting this 8th day of December, 2025.

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 12/8/2025

Prepared by: Susej Meleqi

Title of Item:

APPROVAL OF THE 2026 MEETING CALENDAR (RC):

RESOLUTION No. 106-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADOPTING THE CITY OF STUART PUBLIC MEETING CALENDAR FOR 2026; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Meeting Calendar, adopted by the City Commission annually, provides a scheduled public meeting listing consisting of Regular City Commission Meetings, Advisory Board Meetings, Community Redevelopment Agency Meetings, Joint Meetings, Magistrate Hearings, and City-recognized Holidays.

Funding Source:

N/A

Recommended Action:

Approve the 2025 Meeting Calendar.

ATTACHMENTS:

1. R106-2025; 2026 Meeting Calendar
2. R106-2025 Exhibit A, 2026 Meeting Calendar



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

RESOLUTION NUMBER 106-2025

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA, ADOPTING
THE CITY OF STUART PUBLIC MEETING
CALENDAR FOR 2026; PROVIDING AN
EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, the Meeting Calendar, adopted by the City Commission annually, provides a scheduled public meeting listing consisting of Regular City Commission Meetings, Advisory Board Meetings, Community Redevelopment Agency Meetings, Joint Meetings, Magistrate Hearings, and City-recognized Holidays.

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

SECTION 1: The City Commission hereby adopts the 2026 Meeting Calendar for the City of Stuart for identified public meetings from January 1, 2026, to December 31, 2026, as attached hereto as **Exhibit “A”** and authorizes the City Clerk to distribute and publicize the Meeting calendar.

SECTION 2: Effective Date. This Resolution shall take effect immediately upon adoption and shall be in effect through December 31, 2026.

Commissioner _____ offered the foregoing resolution and moved its adoption.

The motion was seconded by Commissioner _____ and upon being put to a roll call vote,

the vote was as follows:

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 8th day of December, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY



City of Stuart 2026 Meeting Calendar



1 New Years Holiday 6 CRB Meeting 4:00pm 8 LPA Meeting 5:30pm 12 City Commission Meeting 4:00pm 19 Martin Luther King Jr Holiday 21 Magistrate Hearing 2:00pm 26 CRA/CRB/CCM Meeting 4:00pm 26 City Commission Meeting 5:30pm	JANUARY <table><tr><th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th></tr><tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td></tr><tr><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr><tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr><tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr><tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td></tr></table>	S	M	T	W	T	F	S					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	3 4th of July Holiday 7 CRB Meeting 4:00pm 9 LPA Meeting 5:30pm 13 City Commission Meeting 4:00pm 15 Magistrate Hearing 2:00pm 27 CRA/CRB/CCM Meeting 4:00pm 27 City Commission Meeting 5:30pm	JULY <table><tr><th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th></tr><tr><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td></tr><tr><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr><tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr><tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr><tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td></tr></table>	S	M	T	W	T	F	S				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31								
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CCM - City Commission Meeting
CRA - Community Redevelopment Agency
CRB - Community Redevelopment Board
LPA - Local Planning Agency
* Not the regularly scheduled meeting date.

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 12/8/2025

Prepared by: Lee Baggett

Title of Item:

JORDAN CONNORS GROUP, INC. LOBBYING SERVICES CONTRACT (RC):

RESOLUTION No. 112-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA WAIVING THE COMPETITIVE SELECTION PROCESS AND AUTHORIZING THE CITY TO EXECUTE AN AGREEMENT FOR LOBBYING SERVICES WITH THE JORDAN CONNORS GROUP, INC. IN AN AMOUNT NOT TO EXCEED \$75,000.00 PER YEAR; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

In Section 17, Single Source Procurement, of the City's Updated Procurement Policy, a contract may be awarded without competitive selection when it is determined that the vendor has unique historical, institutional knowledge and experience which will provide a continuity of service not available from any other vendor. The City has previously waived the competitive selection process and awarded lobbying services to Jordan Connors Group, Inc. via Resolution 98-2023.

The original term under the previous agreement and the one-year renewal term were from October 1, 2023, through September 30, 2025. The City has benefited tremendously in obtaining grants through the lobbying efforts of Jordan Connors Group on behalf of the City. By entering a new agreement with Jordan Connors Group, the City can continue to receive the lobbying services.

Funding Source:

Budgeted for FY2026.

Recommended Action:

Move to Approve Resolution 112-2025

ATTACHMENTS:

1. R112-2025 Jordan Connors Consulting Agreement
2. CONSULTING SERVICES AGREEMENT
3. 098-2023 Resolution Jordan Connors Group



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

RESOLUTION NUMBER 112-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA WAIVING THE COMPETITIVE SELECTION PROCESS AND AUTHORIZING THE CITY TO EXECUTE AN AGREEMENT FOR LOBBYING SERVICES WITH THE JORDAN CONNORS GROUP, INC. IN AN AMOUNT NOT TO EXCEED \$75,000.00 PER YEAR; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, in Section 17, Single Source Procurement, of the City's Updated Procurement Policy, a contract may be awarded without competitive selection when it is determined that the vendor has unique historical, institutional knowledge and experience which will provide a continuity of service not available from any other vendor; and

WHEREAS, Florida Statutes § 287.057(3)(c) requires the City to post a description of the contractual services believed to come from a single source for at least 15 business days; and

WHEREAS, the City has previously waived the competitive selection process and awarded lobbying services to Jordan Connors Group, Inc. via Resolution 98-2023; and

WHEREAS, the original term under the previous agreement and the one-year renewal term were from October 1, 2023 through September 30, 2025.

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

SECTION 1: The above referenced recitals are hereby incorporated as if fully set forth herein.

SECTION 2: The competitive selection process is hereby waived for lobbying services provided by Jordan Connors Group, Inc. under Single Source Procurement subject to the posting requirement under Florida Statutes § 287.057(3)(c). Subsequent to the posting requirement under Florida Statutes § 287.057(3)(c), the City Manager is authorized to enter into a Lobbying Services Agreement with Jordan Connors Group, Inc., retroactively back to October 1, 2025, for one year with a one year renewal option subject to final review and approval of the City Attorney.

SECTION 3: This Resolution shall take effect immediately upon adoption.

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

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of December, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

**CONSULTING SERVICES AGREEMENT
JORDAN CONNORS GROUP, INC.**

THIS AGREEMENT EXTENSION is entered into this 1st day of October 2025, by and between the City of Stuart, Florida, a Florida municipal corporation (“City”) and Jordan Connors Group, Inc. (“JCG”), whose address is 701 Stanley Drive, Fernandina Beach, FL 32034.

WHEREAS, the City and JCG previously entered into a Consulting Services Agreement on October 1, 2023 and continued for two annual terms under said agreement; and

WHEREAS, in providing lobbying services in the past to the City on specific projects requiring grant monies, JCG has unique historical, institutional knowledge and experience which will provide a continuity of service which have unique characteristics essential to the operational needs of the City; and

WHEREAS, the City desires to continue to retain JCG to render certain lobbying services, as described herein; and

WHEREAS, JCG represents that JCG is qualified, willing and able to provide the described services according to the terms of this Agreement.

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the parties hereby agree as follows:

1. The above referenced recitals are hereby incorporated as if fully set forth herein.
2. Scope of Agreement. The purpose of this Agreement is for the City to retain JCG to provide lobbying and consulting services to the City which shall include representation in Tallahassee, Florida, with the Legislature, Governor and Executive Branch of the State of Florida. JCG shall work closely with the City Manager and City Staff as directed in the development and ongoing implementation of the programs, policies and initiative as adopted by the City Commission and shall provide, at a minimum, the following services:
 - a. Confer with City Staff and City Commissioners to assist in the development of the City’s list of goals, priorities and specific projects. Identify which of these goals, priorities and specific projects could be addressed at the state level and assist in developing written material on each budget request to be presented to legislatures and staff.
 - b. Develop and deploy strategies to advocate and secure State funding for the City’s budget priorities. Secure Senate and House sponsors for budget requests.
 - c. Monitor current State legislation and the State budget process and report to the City, both orally and in writing, legislative events that may directly or indirectly impact the City.
 - d. Provide the City with updates on issues that may impact the City.

- e. Advocate the City's legislative agenda to the Florida Legislature.
 - f. Coordinate lobbying efforts with the City.
3. Commencement and Term. The term of this Agreement shall be from October 1, 2025 through September 30, 2026.
4. Payments to JCG. The City shall pay JCG \$75,000 per year, to be billed in twelve (12) equal monthly amounts on the 1st day of each month. JCG shall provide an invoice on the first day of each month and payment will be made within 30 days of receipt. All payments will be processed by the City through Automatic Clearing House (ACH) and electronically deposited to the financial institution identified by JCG.
5. Lobbyist Registration Requirements. City agrees to complete any forms necessary to comply with lobbyist registration requirements under Florida Law that may arise as a result of JCG's representation of the City during the term of this Agreement or after its termination should reporting periods overlap. JCG shall assist in the preparation of said forms and verify that forms being executed by the City are accurate.
6. Termination. Either party may terminate this Agreement without regard to cause by providing written notice to the other party at least 30 days prior to the next monthly interval. Written notice shall include email to valid email currently used by JCG or the current City Manager and Director of Finance for the City. Upon receiving a valid termination notice, both parties shall cooperate in a timely manner to conclude any outstanding obligations and responsibilities under this Agreement. Termination shall not relieve either party of obligations that have accrued prior to the effective termination date. Notwithstanding the termination the termination provision, this Agreement shall automatically renew for an additional term of one (1) year unless written notice is provided by August 30, 2026.
7. Construction, Jurisdiction and Venue. This Agreement shall be governed by the laws, rules and regulations of the state of Florida. Further, it is agreed by the parties that the Agreement was drafted jointly and there shall be no presumption in favor of or against either party upon assertion that one entity was the drafting party. Jurisdiction and venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

8. Independent Contractor Relationship. Nothing contained in this Agreement shall be deemed or construed to create the relationship between the parties of principal and agent, or of partnership or joint venture, or of employer and employee; it is being expressly agreed that the relationship of JCG to the City is that of an independent contractor. It is expressly understood that as an independent contractor, JCG shall have behavioral control and therefore have the freedom to determine how to perform the work without detailed instructions; financial control to the extent that JCG shall provide its own equipment and facilities necessary to perform. However, JCG shall be allowed to seek specific costs from the City on a case-by-case basis so long as the costs are approved in writing in advance of incurring said expenses. It is anticipated that costs will not be necessary, but the parties also recognize that a circumstance might arise and therefore expressly agree that any such expenses must be approved in writing in advance or such shall be deemed denied.
9. JCG neither promises nor warrants any particular outcome or result in this matter.
10. The parties agree to comply with all ordinances and rules related to lobbying governmental officials and neither party shall do anything in any way which constitutes a violation of law in order to influence the actions of a public official(s) or others concerned with the administration of public affairs.
11. Modification. This Agreement shall constitute the entire agreement between the City and JCG and can be modified only by written agreement signed by both parties. Both parties acknowledge that any prior negotiations or representations not included herein shall not be part of this Agreement and any changes or modifications of same shall be in writing and signed by both parties.
12. Sovereign Immunity. Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under Florida Statutes § 768.28.
13. Public Records.

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at PublicRecordsRequest@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

In compliance with F.S. 119.0701 the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

- F. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Florida Statutes § [119.10](#).
- H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- I. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- J. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

IN WITNESS WHEREOF, the City has hereunto subscribed and JCG has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:

MARY R. KINDEL
CITY CLERK

LOUIS BOGLIOLI, III
CITY MANAGER

**APPROVED AS TO FORM
AND CORRECTNESS:**

LEE J. BAGGETT, ESQ
CITY ATTORNEY

CGC

(Signature)

Jordan Connors

Title



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

RESOLUTION NUMBER 98-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, WAIVING A COMPETITIVE SELECTION PROCESS AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR LOBBYING SERVICES WITH THE JORDAN CONNORS GROUP, INC. IN AN AMOUNT NOT TO EXCEED \$75,000.00 PER YEAR; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS; SEVERABILITY, AND EFFECTIVE DATE.

* * * * *

WHEREAS, the City of Stuart, Florida recognizes the Jordan Connors Group, Inc. has unique, historical, institutional knowledge and experience.

WHEREAS, the City of Stuart, Florida waives the competitive selection process and authorizes the City Manager to execute a State Lobbying Services Agreement Extension with the Jordan Connors Group, Inc.

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

SECTION 1: The City Commission of the City of Stuart hereby waives the competitive selection process related to State Lobbying Services.

SECTION 2: The City Commission of the City of Stuart hereby authorizes the City Manager to execute the State Lobbying Services Agreement Extension with the Jordan Connors Group, Inc. for the period October 1, 2023 through September 30, 2024 in an amount not to exceed \$75,000.00 per year.

SECTION 3: This resolution shall take effect upon adoption.

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

TROY MCDONALD, MAYOR
BECKY BRUNER, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

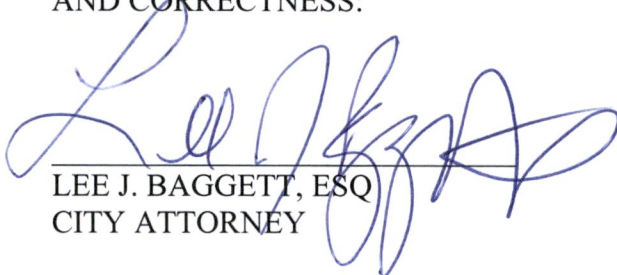
ADOPTED this 9th day of October, 2023.

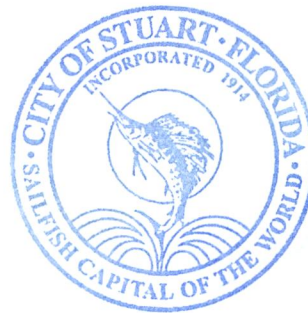
ATTEST:


MARY R. KINDEL
CITY CLERK


TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


LEE J. BAGGETT, ESQ
CITY ATTORNEY



**FLORIDA CONSULTING SERVICES AGREEMENT
JORDAN CONNORS GROUP, INC.**

THIS AGREEMENT EXTENSION is entered into this ____ day of October 2023, by and between the City of Stuart, a Florida municipal corporation ("City") and Jordan Connors Group, Inc. ("JCG"), whose address is 701 Stanley Drive, Fernandina Beach, FL, 32034.

WHEREAS, CITY desires to retain JCG to render certain lobbying services, as described herein; and

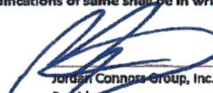
WHEREAS, JCG represents that JCG is qualified, willing and able to provide the described services according to the terms of this Agreement Extension; it is therefore agreed that:

1. **SCOPE OF AGREEMENT.** The purpose of this Agreement is for the City of Stuart to retain JCG to provide lobbying/consulting services to the City which shall include representation in Tallahassee, Florida, with the Legislature, Governor and Executive Branch. JCG shall work closely with the City Manager and staff as directed in the development and ongoing implementation of the programs, policies and initiatives as adopted by the City Commission and shall provide, at a minimum, the following services:
 - A. Confer with City staff and City Commissioners to assist in the development of the City's list of goals, priorities and specific projects. Identify which of these goals, priorities and specific projects could be addressed at the State level and assist in developing written material on each budget request to be presented to legislators and staff.
 - B. Develop and deploy strategies to advocate and secure State funding for City's budget priorities. Secure Senate and House sponsors for budget requests.
 - C. Monitor current State legislation and the State budget process and report to the City, both orally and in writing, legislative events that may directly or indirectly impact the City.
 - D. Provide the City with updates on issues that may impact the City.
 - E. Advocate the City's Legislative agenda to the Florida Legislature.
 - F. Coordinate lobbying efforts with City.
2. **COMMENCEMENT AND TERM.** The term of this Agreement shall be from October 1, 2023, to September 30, 2024.
3. **PAYMENTS TO JCG.** The City shall pay JCG \$75,000 per year, to be billed in twelve (12) equal monthly beginning October 1, 2023. JCG will provide an invoice on the first day of each month and payment will be made within 30 days of receipt. All payments will be processed by the City through Automated Clearing House (ACH) and electronically deposited to the financial institution provided by JCG. The total amount of the agreement shall increase at an index of three percent beginning on October 1 for each calendar year that this agreement is extended.
4. **LOBBYIST REGISTRATION REQUIREMENTS.** City agrees to complete any forms necessary to comply with lobbyist registration requirements under Florida law that may arise as a result of JCG's representation of City during the term of this Agreement or after its termination should reporting periods overlap. JCG shall assist in the preparation of said forms and verify that the forms being executed by the City are accurate.
5. **TERMINATION.** Either party may terminate this Agreement without regard to cause by providing written notice to the other party at least 30 days prior to the next monthly interval. Written notice shall include email to the valid email currently used by JCG or to the current City Manager or Finance Director for the City. Upon receiving a valid termination notice, both parties shall cooperate in a timely manner to conclude any outstanding obligations and responsibilities under this agreement. Termination shall not relieve either party of obligations that have accrued prior to the effective termination date. Notwithstanding the termination provision, the contract shall automatically renew for an additional term of one (1) year unless written notice is provided within 30 days following the end of the current calendar year's legislative session.
6. **CONSTRUCTION.** This Agreement shall be governed by the laws, rules and regulations of the State of Florida. Further, it is agreed by the parties that the agreement was drafted jointly and there shall be no presumption in favor of or against either party based upon an assertion that one entity was the drafting party.
7. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Nothing contained in this Agreement Extension shall be deemed or construed to the relationship between the parties of principal and agent, or of partnership or joint venture, or of employer and employee; it being expressly agreed that the relationship of JCG to City is that of an independent contractor. It is expressly understood that as an Independent Contractor, JCG shall have behavioral control and therefore have the freedom to determine how to perform the work without detailed instructions; Financial Control to the extent that JCG shall provide his own equipment and facilities necessary to perform. However, JCG shall be allowed to seek specific costs from the City on a case-by-case basis so long as the costs are approved in writing in advance of incurring said expenses. It is anticipated that costs will not be necessary, but the parties also recognize that a circumstance might arise and therefore expressly agree that any such expense must be approved in writing in advance or is deemed denied.

Jordan Connors Group, Inc. neither promises nor warrants any particular outcome or result in this matter.

The parties agree to comply with all ordinance and rules relating to lobbying governmental officials and neither party shall do anything in any way which constitutes a violation of law in order to influence the actions of public officials or others concerned with the administration of public affairs.

This agreement shall constitute the entire agreement between the City and Jordan Connors Group, Inc., and can be modified only by written agreement signed by both parties. Both parties acknowledge that any prior negotiations or representations not included herein shall not be part of this agreement and any changes or modifications of same shall be in writing and signed by both parties.


Jordan Connors Group, Inc.
President
M. Jordan Connors

Date:

10-18-2023


City of Stuart, Florida
City Manager
Michael Mortelli

Date:

10/19/23

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 12/8/2025

Prepared by: Lee Baggett

Title of Item:

FIRST AMENDMENT TO FEC REAL ESTATE LEASE (RC):

RESOLUTION No. 90-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FIRST AMENDMENT TO REAL ESTATE LEASE BETWEEN FLORIDA EAST COAST RAILWAY, LLC AND THE CITY OF STUART, FLORIDA FOR ADDITIONAL LEASED RIGHT-OF-WAY SPACE FOR BEAUTIFICATION, PARKING, AND DRAINAGE RETENTION PURPOSES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Florida East Coast Railway, LLC (hereinafter "FECR") owns certain rights-of-way located throughout the City of Stuart, Florida. The City of Stuart, Florida entered into a Real Estate Lease Agreement with FECR on November 10, 2006, for the use of ten (10) right-of-way parcels for beautification, parking, and drainage retention purposes.

FECR periodically reviews and revises its lease agreements to reflect changing economic conditions, edit terms and/or conditions, and any other mutually agreed-upon needs of FECR or its lessee. After FECR's periodic review of the Real Estate Lease Agreement with the City of Stuart, an additional right-of-way parcel (Parcel #11) is required to be added to the Lease Agreement for a total of 172,230 square feet.

The annual base rental for all eleven (11) parcels is \$163,162.03, plus all sales or use tax levied by any governmental body for the use or occupancy of the leased premises.

It would be in the best interest of the City of Stuart to amend the Real Estate Lease with FECR to include the additional right-of-way parcel for beautification, parking, and drainage retention purposes.

Funding Source:

Recommended Action:

Move for approval of Resolution 90-2025.

ATTACHMENTS:

1. R90-2025 First Amendment to FEC Lease
2. City of Stuart 11.18_FINAL
3. FEC ROW Lease-Parking-Beautification 261+2029



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

RESOLUTION NUMBER 90-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FIRST AMENDMENT TO REAL ESTATE LEASE BETWEEN FLORIDA EAST COAST RAILWAY, LLC AND THE CITY OF STUART, FLORIDA FOR ADDITIONAL LEASED RIGHT-OF-WAY SPACE FOR BEAUTIFICATION, PARKING, AND DRAINAGE RETENTION PURPOSES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, Florida East Coast Railway, LLC (hereinafter “FECR”) owns certain rights-of-way located throughout the City of Stuart, Florida; and

WHEREAS, the City of Stuart, Florida entered into a Real Estate Lease Agreement with FECR on November 10, 2006 for the use of ten (10) right-of-way parcels for beautification, parking, and drainage retention purposes; and

WHEREAS, FECR periodically reviews and revises its lease agreements to reflect changing economic conditions, edit terms and/or conditions, and any other mutually agreed upon needs of FECR or its lessee; and

WHEREAS, after FECR’s periodic review of the Real Estate Lease Agreement with the City of Stuart, an additional right-of-way parcel (Parcel #11) is required to be added to the Lease Agreement for a total of 172,230 square feet; and

WHEREAS, the annual base rental for all eleven (11) parcels is \$163,162.03, plus all sales or use tax levied by any governmental body for the use or occupancy of the leased premises; and

WHEREAS, the City of Stuart City Commission believes it is in the best interest of the City of Stuart to amend the Real Estate Lease with FECR to include the additional right-of-way parcel for beautification, parking, and drainage retention 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 hereby authorized and directed to execute the First Amendment to Real Estate Lease between Florida East Coast Railway, LLC and the City of Stuart, Florida after review by the City Attorney.

SECTION 2: The City Clerk is hereby directed to obtain any signatures on behalf of FECR. A copy of the executed First Amendment to Real Estate Lease will be on file in the Office of the City Clerk.

SECTION 3: This Resolution shall take effect upon adoption.

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

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of December, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

FIRST AMENDMENT TO REAL ESTATE LEASE

THIS AMENDMENT TO REAL ESTATE LEASE (this “Amendment”) is made and entered into as of the ____ day of _____, 2024 by and between **Florida East Coast Railway, L.L.C.**, a Florida limited liability company (“Railway”), and **City of Stuart** a Municipal corporation (“Lessee”).

RECITALS:

WHEREAS, Railway and Lessee entered into that certain Real Estate Lease dated as of November 10, 2006 (the “Lease”) with respect to the parcels of land in Martin County, Florida, as more particularly described in the Lease as the Leased Premises; and

PARCEL #1: Begin at a point on Railway's easterly Right-of-Way line being 2066 feet, more or less, southerly of Railway's Mile Post 261; thence run southeasterly along said easterly Right-of-Way line for a distance of 220 feet to a point on the northerly line of Second Street; thence run southwesterly along said line of Second Street a distance of 25 feet, more or less; thence run northeasterly on a line parallel to Railway's easterly Right-of-Way line a distance of 220 feet, more or less; thence run southeasterly a distance of 25 feet, more or less, to the Point of Beginning.

PARCEL #2: Begin at the intersection of Railway's easterly Right-of-Way line with the centerline of Second Street being 2292 feet, more or less, south of Railway's Mile Post 261; thence proceed southeasterly along Railway's easterly Right-Of-Way line a distance of 250 feet; thence proceed at a right angle southwesterly a distance of 25 feet to a point; thence proceed northwesterly on a line parallel to Railway's easterly Right-of-Way line a distance of 250 feet, more or less; thence proceed northeasterly along said centerline of Second Street to the Point of Beginning; excepting that portion of said Parcel #2 lying within the Right-of-Way of Second Street.

PARCEL #3: Commence at the intersection of Railway's easterly Right-of-Way line with the centerline of Second Street, being 2292 feet, more or less, south of Railway's Mile Post 261; thence proceed southeasterly along Railway's easterly Right-of-Way line a distance of 250 feet to a Point of Beginning; thence proceed southeasterly along said easterly Right-of-Way line a distance of 514 feet, more or less; thence proceed southwesterly at right angles a distance of 25 feet; thence proceed northwesterly parallel to said easterly Right-of-Way line a distance of 514 feet, more or less; thence proceed northeasterly a distance of 25 feet, more or less, to the Point of Beginning.

PARCEL #4: Commence at the intersection of Railway's easterly Right-of-Way line with the centerline of Second Street being 2292 feet, more or less, south of Railway's Mile Post 261; thence proceed southeasterly along Railway's easterly Right-of-Way line a distance of 764 feet, more or less, to a Point of Beginning; thence proceed southeasterly along said easterly Right-of-Way line to the centerline of Colorado A venue; thence proceed along said centerline of Colorado A venue to a point which is 25 feet, more or less, distant from the centerline of Railway's main track; thence proceed northwesterly parallel to said

easterly Right-of-Way line a distance of 250 feet, more or less; thence proceed northeasterly a distance of 25 feet, more or less, to the Point of Beginning. Excepting therefrom that portion of Parcel #4 lying within the Right-of-Way of Colorado A venue.

PARCEL #5: begin at the intersection of Railway's westerly Right-of-Way line with the centerline of Second Street being 2292 feet, more or less, south of Railway's Mile Post No. 261; thence proceed southeasterly along Railway's westerly Right-of-Way line a distance of 250 feet; thence proceed at a right angle northeasterly a distance of 12.5 feet to a point; thence proceed northwesterly on a line parallel to Railway's westerly Right-of-Way line a distance of 250 feet, more or less; thence proceed southwesterly along said centerline of Second Street to the Point of Beginning.

PARCEL #6: Commence at the intersection of Railway's westerly Right-of-Way line with the centerline of Second Street being 2292 feet, more or less, south of Railway's Mile Post 261; thence proceed southeasterly along Railway's westerly Right-of-Way line a distance of 250 feet to a Point of Beginning; thence proceed southeasterly along said westerly Right-of-Way line a distance of 514 feet, more or less; thence proceed northeasterly at right angles a distance of 12.5 feet; thence proceed northwesterly parallel to said westerly Right-of-Way line a distance of 514 feet; thence proceed southwesterly a distance of 12.5 feet, to the Point of Beginning.

PARCEL #7: Commence at the intersection of Railway's westerly Right-of-Way line with the centerline of Second Street being 2292 feet, more or less, south of Railway's Mile Post 261; thence proceed southeasterly along Railway's westerly Right-of-Way line a distance of 764 feet, more or less, to a Point of Beginning; thence proceed southeasterly along said westerly Right-of-Way line to the centerline of Colorado A venue; thence proceed along said centerline of Colorado A venue to a point which is 25 feet distance from the centerline of Railway's main track; thence proceed northwesterly parallel to said westerly Right-of-Way line a distance of 250 feet; thence proceed southwesterly a distance of 12.5 feet to the Point of Beginning. Excepting therefrom that portion of Parcel #7 lying within the Right-of-Way of Colorado Avenue.

PARCEL #8: Begin at a point on Railway's easterly Right-of-Way line being 1471 feet, more or less, southerly of Railway's Mile Post 261; thence run southerly along said easterly Right-of-Way line for a distance of 576 feet to a point 220 feet north of the northerly line of Second Street; thence run southwesterly a distance of 25 feet, more or less; thence run northwesterly on a line parallel to Railway's easterly Right-of-Way line a distance of 597 feet, more or less; thence run northerly a distance of 28 feet, more or less, to the Point of Beginning.

PARCEL #9: Begin at the intersection of Railway's easterly Right-of-Way line with the south bank of the St. Lucie River being 6 feet, more or less, south of Railway's Mile Post 261; thence proceed southeasterly along Railway's easterly Right-of-Way line a distance of 608 feet, more or less, thence run southerly a distance of 41 feet, more or less, to a point; thence run northwesterly on a line parallel with and 25 feet easterly of the centerline of Railway's main track a

distance of 645 feet, more or less; thence proceed northerly along the said south bank of the St. Lucie River to the Point of Beginning.

PARCEL #10: Begin at the intersection of Railway's westerly Right-of-Way line with the centerline of Colorado Avenue being 3322 feet, more or less, south of Railway's Mile Post 261; thence proceed southeasterly along Railway's westerly Right-of-Way line a distance of 4645 feet, more or less, to a point being 2687 feet south of Railway's Mile Post 262 to the centerline of SR A1A; thence proceed easterly along said centerline of SR A1A 12.5 feet to a point which is 25 feet distance from the centerline of Railway's main track; thence proceed northwesterly parallel to said westerly Right-of-Way line a distance of 4645 feet; thence proceed westerly a distance of 12.5 feet to the Point of Beginning. Excepting therefrom that portion of Parcel #10 lying with the Right of Way of Pinewood and Florida Street.

WHEREAS, Lessee has requested that Railway make certain modifications to the Lease and Railway has agreed to make such modifications, all as more specifically set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein and, in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Railway and Lessee hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are expressly incorporated into and made a part of this Amendment as if fully rewritten herein.
2. Defined Terms. Any terms used in this Amendment as defined terms, but which are not defined herein, shall have the meanings attributed to those terms in the Lease.
3. Leased Premises. Section 1 of the Lease is hereby restated in its entirety as follows:

“Leased Premises: Railway hereby leases to Lessee and Lessee hereby leases from Railway under the terms and conditions set forth in this Lease, the following described property:

SEE EXHIBIT A
[Attached hereto and made a part hereof]

All as shown on Railway's Drawing C-166 dated 9/30/1997 revised 9/11/2024, attached hereto as **Exhibit B**, and made a part hereof, located within the Florida East Coast Railway, L.L.C. right of way (the “ROW”) (collectively with any building, facilities and improvements currently or in the future located on the described property, the “Lease Premises”).

4. Rent. Section 3(a) of the Lease is hereby deleted in its entirety and replaced with following:

“During the Term of this Lease, the Lessee shall pay to Railway an annual rent in advance on or before the 1st day of each term year plus all sales or use taxes levied by any governmental body for the use or occupancy of the Leased Premises (“Sales and Use Tax”), as set forth below (“Base Rent”):

Effective Date
November 10, 2024

Base Rental
\$163,162.03

Base Rent and Additional Rent (as hereinafter defined) shall be paid to Lessor at FEC ROW LLC, P.O. Box 744305, Atlanta, Georgia 30374, or as otherwise directed by Lessor in writing. The requirement to pay Base Rent, Additional Rent and other payments shall survive expiration or termination of this Lease until all Lessee’s Property (as defined in Paragraph 20 hereof) is removed from the Leased Premises in accordance with this Lease and the requirements of Paragraph 20 of this Lease are met.”

5. Purpose of Lease. Section 11 of the Lease is hereby restated in its entirety as follows:

“The premises shall be used only for the purpose of **landscape, parking and drainage retention**. All approved improvements are listed in Exhibit C which shall be removed per Paragraph 14 of this Lease.”

6. Authority. Railway and Lessee affirm and covenant that each has the authority to enter into this Amendment, to abide by the terms hereof, and that the signatories hereto are authorized representatives of their respective entities empowered by their respective entities to execute this Amendment.
7. Provisions of Amendment Control. To the extent the provisions of this Amendment are inconsistent with the Lease, the terms of this Amendment shall control.
8. Force and Effect. Except as expressly amended or modified herein, all other terms, covenants and conditions of the Lease shall remain in full force and effect.
9. Successors and Assigns. The terms, conditions, covenants, and agreements contained herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No reference in the preceding sentence to assigns shall be deemed to authorize any assignment or other transfer, in whole or in part, of the interest of Lessee in violation of any of the provisions of the Lease.
10. C counterparts. This Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart. The parties agree that a scanned or

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Page 66 of 264

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

Signed
in the presence of:
Company

FEC ROW LLC
A Florida Limited Liability

Witness as to Lessor

By: _____

Print Name

Print Name: _____

Title: _____

Date of Execution: _____

City of Stuart
a Municipal corporation

Witness as to Lessee

By: _____

Print Name

Print Name: _____

Title: _____

Attest:

Date of Execution: _____

Mary R. Kindel, MMC
Title: City Clerk, City of Stuart

Approved as to Form and Correctness

Lee J. Baggett, Esquire:
Title: City Attorney, City of Stuart

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PREMISES

PARCEL #1: Begin at a point on Railway's easterly Right-of-Way line being 2066 feet, more or less, southerly of Railway's Mile Post 261; thence run southeasterly along said easterly Right-of-Way line for a distance of 220 feet to a point on the northerly line of Second Street; thence run southwesterly along said line of Second Street a distance of 25 feet, more or less; thence run northeasterly on a line parallel to Railway's easterly Right-of-Way line a distance of 220 feet, more or less; thence run southeasterly a distance of 25 feet, more or less, to the Point of Beginning.

PARCEL #2: Begin at the intersection of Railway's easterly Right-of-Way line with the centerline of Second Street being 2292 feet, more or less, south of Railway's Mile Post 261; thence proceed southeasterly along Railway's easterly Right-Of-Way line a distance of 250 feet; thence proceed at a right angle southwesterly a distance of 25 feet to a point; thence proceed northwesterly on a line parallel to Railway's easterly Right-of-Way line a distance of 250 feet, more or less; thence proceed northeasterly along said centerline of Second Street to the Point of Beginning; excepting that portion of said Parcel #2 lying within the Right-of-Way of Second Street.

PARCEL #3: Commence at the intersection of Railway's easterly Right-of-Way line with the centerline of Second Street, being 2292 feet, more or less, south of Railway's Mile Post 261; thence proceed southeasterly along Railway's easterly Right-of-Way line a distance of 250 feet to a Point of Beginning; thence proceed southeasterly along said easterly Right-of-Way line a distance of 514 feet, more or less; thence proceed southwesterly at right angles a distance of 25 feet; thence proceed northwesterly parallel to said easterly Right-of-Way line a distance of 514 feet, more or less; thence proceed northeasterly a distance of 25 feet, more or less, to the Point of Beginning.

PARCEL #4: Commence at the intersection of Railway's easterly Right-of-Way line with the centerline of Second Street being 2292 feet, more or less, south of Railway's Mile Post 261; thence proceed southeasterly along Railway's easterly Right-of-Way line a distance of 764 feet, more or less, to a Point of Beginning; thence proceed southeasterly along said easterly Right-of-Way line to the centerline of Colorado A venue; thence proceed along said centerline of Colorado A venue to a point which is 25 feet, more or less, distant from the centerline of Railway's main track; thence proceed northwesterly parallel to said easterly Right-of-Way line a distance of 250 feet, more or less; thence proceed northeasterly a distance of 25 feet, more or less, to the Point of Beginning. Excepting therefrom that portion of Parcel #4 lying within the Right-of-Way of Colorado A venue.

PARCEL #5: begin at the intersection of Railway's westerly Right-of-Way line with the centerline of Second Street being 2292 feet, more or less, south of Railway's Mile Post No. 261; thence proceed southeasterly along Railway's

westerly Right-of-Way line a distance of 250 feet; thence proceed at a right angle northeasterly a distance of 12.5 feet to a point; thence proceed northwesterly on a line parallel to Railway's westerly Right-of-Way line a distance of 250 feet, more or less; thence proceed southwestwardly along said centerline of Second Street to the Point of Beginning.

PARCEL #6: Commence at the intersection of Railway's westerly Right-of-Way line with the centerline of Second Street being 2292 feet, more or less, south of Railway's Mile Post 261; thence proceed southeasterly along Railway's westerly Right-of-Way line a distance of 250 feet to a Point of Beginning; thence proceed southeasterly along said westerly Right-of-Way line a distance of 514 feet, more or less; thence proceed northeasterly at right angles a distance of 12.5 feet; thence proceed northwesterly parallel to said westerly Right-of-Way line a distance of 514 feet; thence proceed southwestwardly a distance of 12.5 feet, to the Point of Beginning.

PARCEL #7: Commence at the intersection of Railway's westerly Right-of-Way line with the centerline of Second Street being 2292 feet, more or less, south of Railway's Mile Post 261; thence proceed southeasterly along Railway's westerly Right-of-Way line a distance of 764 feet, more or less, to a Point of Beginning; thence proceed southeasterly along said westerly Right-of-Way line to the centerline of Colorado A venue; thence proceed along said centerline of Colorado A venue to a point which is 25 feet distance from the centerline of Railway's main track; thence proceed northwesterly parallel to said westerly Right-of-Way line a distance of 250 feet; thence proceed southwestwardly a distance of 12.5 feet to the Point of Beginning. Excepting therefrom that portion of Parcel #7 lying within the Right-of-Way of Colorado Avenue.

PARCEL #8: Begin at a point on Railway's easterly Right-of-Way line being 1471 feet, more or less, southerly of Railway's Mile Post 261; thence run southerly along said easterly Right-of-Way line for a distance of 576 feet to a point 220 feet north of the northerly line of Second Street; thence run southwestwardly a distance of 25 feet, more or less; thence run northwesterly on a line parallel to Railway's easterly Right-of-Way line a distance of 597 feet, more or less; thence run northerly a distance of 28 feet, more or less, to the Point of Beginning.

PARCEL #9: Begin at the intersection of Railway's easterly Right-of-Way line with the south bank of the St. Lucie River being 6 feet, more or less, south of Railway's Mile Post 261; thence proceed southeasterly along Railway's easterly Right-of-Way line a distance of 608 feet, more or less, thence run southerly a distance of 41 feet, more or less, to a point; thence run northwesterly on a line parallel with and 25 feet easterly of the centerline of Railway's main track a distance of 645 feet, more or less; thence proceed northerly along the said south bank of the St. Lucie River to the Point of Beginning.

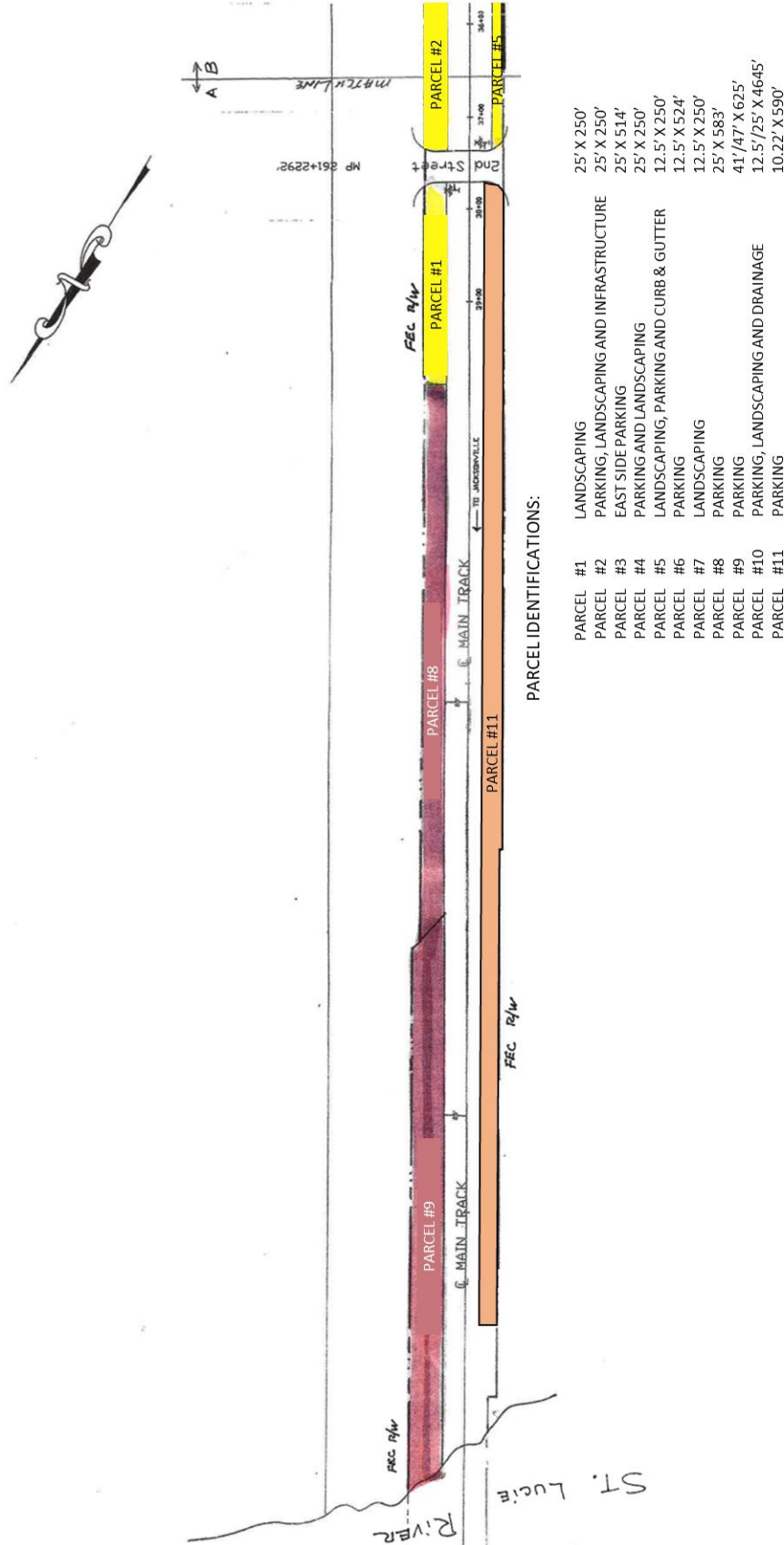
PARCEL #10: Begin at the intersection of Railway's westerly Right-of-Way line with the centerline of Colorado A venue being 3322 feet, more or less, south of Railway's Mile Post 261; thence proceed southeasterly along Railway's westerly Right-of-Way line a distance of 4645 feet, more or less, to a point being 2687 feet south of Railway's Mile Post 262 to the centerline of SR A1 A; thence

proceed easterly along said centerline of SR A1A 12.5 feet to a point which is 25 feet distance from the centerline of Railway's main track; thence proceed northwesterly parallel to said westerly Right-of-Way line a distance of 4645 feet; thence proceed westerly a distance of 12.5 feet to the Point of Beginning. Excepting therefrom that portion of Parcel #10 lying with the Right of Way of Pinewood and Florida Street.

PARCEL #11: Begin at a point on Railway's easterly Right-of-Way line being 1580 feet, more or less, southerly of Railway's Mile Post 261; thence run southerly along said easterly Right-of-Way line for a distance of 590 feet to a point of the northerly line of SW St. Lucie Ave; thence run westerly a distance of 10.22 feet, more or less; thence run northwesterly on a line parallel to Railway's westerly Right-of-Way line a distance of 590 feet, more or less; thence run easterly a distance of 10.22 feet, more or less, to the Point of Beginning.

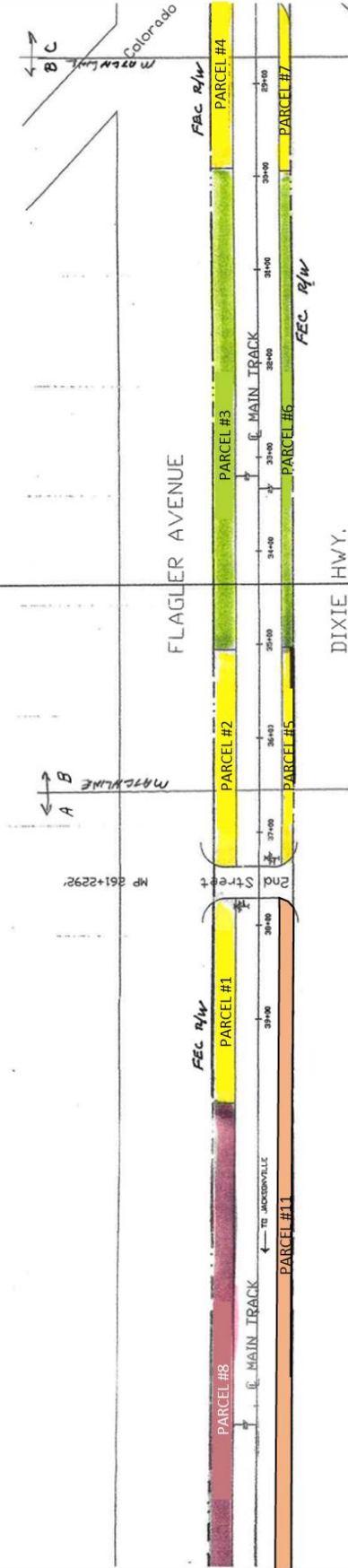
TOTAL LEASED PREMISES: 172,230 square feet.

EXHIBIT B



PL 1053 DUB C-146

SEC 5, TWP38S, RGE41E



PARCEL #1	LANDSCAPING	25' X 250'
PARCEL #2	PARKING, LANDSCAPING AND INFRASTRUCTURE	25' X 250'
PARCEL #3	EAST SIDE PARKING	25' X 514'
PARCEL #4	PARKING AND LANDSCAPING	25' X 150'
PARCEL #5	LANDSCAPING, PARKING AND CURB & GUTTER	12.5' X 250'
PARCEL #6	PARKING	12.5' X 520'
PARCEL #7	LANDSCAPING	12.5' X 250'
PARCEL #8	PARKING	25' X 583'
PARCEL #9	PARKING	41' X 147' X 60'
PARCEL #10	PARKING, LANDSCAPING AND DRAINAGE	12.5' X 25' X 150'
PARCEL #11	PARKING	1022' X 50'

LANDSCAPING OF BEAUTIFICATION PARCELS SHALL NOT CONTAIN PLANTS WHICH ATTAIN A HEIGHT GREATER THAN 24" AT MATURITY

BEAUTIFICATION PARCELS ARE MEASURED FROM CENTERLINE OF ADJACENT GRADE CROSSING - 250'

PARKING PARCELS SHALL MAINTAIN A MINIMUM DISTANCE OF 250' FROM CENTERLINE OF NEAREST GRADE CROSSING.

3	9/11/20
2	5/8/03
1	2/8/02
REV. NO.	DATE



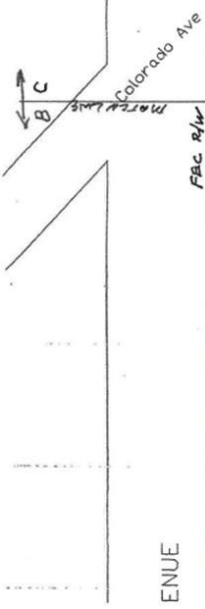
DRAWN BY	M
CHECKED BY	
FILE NO.	261-21-

P620F3 DWL C-166

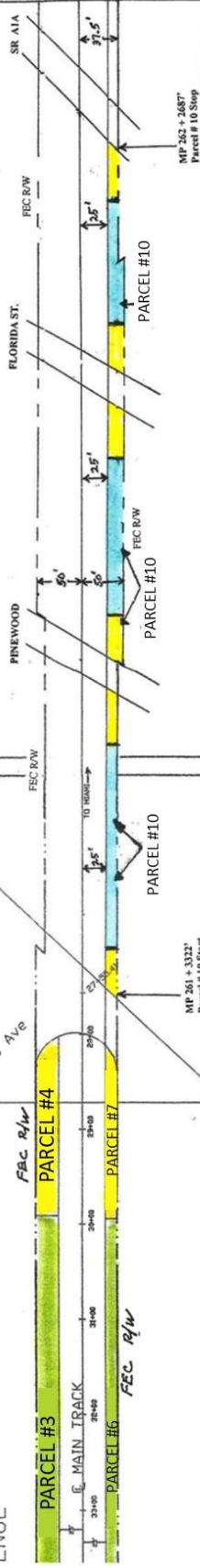
EXHIBIT B

NTY, FLORIDA

'38S, RGE41E



ENUE



3. 8/11/2024 GA Add Parcel #11		MP 262 + 2687' Parcel # 10 Stop	
2. 5/8/03 B Add Parcel # 10		MP 261 + 3327' Parcel # 10 Start	
REV. NO.	DATE	BY	DESCRIPTION
1	2/8/02	A	Add curb and gutter to parcel #5
REVISIONS			
FLORIDA EAST COAST RAILWAY, L.L.C.			
OFFICE OF INDUSTRIAL DEVELOPMENT AND REAL ESTATE ST. AUGUSTINE, FLORIDA ST. AUGUSTINE, FLORIDA			
LEASE OF SPACE TO CITY OF STUART			
DRAWN BY	M	MAP. LOC.	261+2292' SCALE 1"=100'
CHECKED BY		VAL. MAP.	DATE 8/30/27
FILE NO.	261-21-2	DWG. NO.	C-188

ICATION PARCELS SHALL NOT CONTAIN
HEIGHT GREATER THAN 24' AT MATURITY
ARE MEASURED FROM CENTERLINE OF ADJACENT
MAINTAIN A MINIMUM DISTANCE OF 250' FROM
GRADE CROSSING.

PL 3 OF 3

EXHIBIT C

Leased premises is leased as it exists in AS IS condition with ownership of the following improvements:

Parcel 1

Fencing, landscaping (only palm trees).

Parcel 2

Driveway to parking area with asphalt, a spot for dumpster, landscape with palm trees, sidewalk, curb & gutter and fencing, 3 Street Lights.

Parcel 3

Parking area with asphalt including two spots for dumpsters, drainage, landscape with palm trees, sidewalk, curb & gutter and fencing 6 Street Lights.

Parcel 4

Driveway to parking lot, parking area with asphalt including two spots for dumpsters, sidewalk, drainage, curb & gutter, fencing, water meter, and landscape including palm trees 1 street light with 1 proposed.

Parcel 5

Fencing, landscape including palm trees, parking and curb & gutter.

Parcel 6

Fencing, drainage, landscape including a palm tree, parking and curb & gutter.

Parcel 7

Landscape including palm tree, water meter and water hydrant, irrigation system (sprinklers).

Parcel 8

Parking including a spot for dumpster, fencing, and landscape including palm trees.

Parcel 9

Parking with asphalt, curb & gutter, fencing, landscape including palm trees.

Parcel 10

Sidewalk, fencing, drainage, curb & gutter, parking areas with asphalt and landscaping.

Parcel 11

Sidewalk, fencing, parking with asphalt, landscape including palm trees and drainage.

M.O. "Mike" Bagley
Director
Industrial Development & Real Estate

June 20, 2008

Ms. Cheryl White
City Clerk
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

Re: Real Estate Lease File #261-21-2-1 dated November 10, 2006 for property located at Mile Post 0261+2029, with Lessee: City of Stuart.

Dear Ms. White,

You are a party to a Real Estate Lease (Lease) granting you rights to use or occupy certain referenced properties of Florida East Coast Railway, L.L.C. (FECR). This is to notify you that effective December 20, 2007, FECR assigned certain of its rights under the Lease to FDG ROW Holdings LLC (FDG), a Delaware limited liability company, an affiliate of Flagler Development Group.

Pursuant to that assignment, FDG acquired the right to receive all of the rents, taxes, late charges and interest payable under the Lease. FECR retained all other rights, benefits, liabilities and obligations under the Lease.

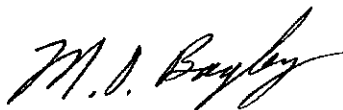
Therefore, while the parties to the Lease remain FECR and you, future rents should be made payable to FDG. Since December 20th the Railway has delivered all rents and other assigned fees received over to FDG, but commencing July 1, 2008, you will be invoiced directly by FDG for rental and other charges pursuant to the Lease.

Consequently, effective immediately please remit all future payments payable to Flagler Development Group and send them to the following address:

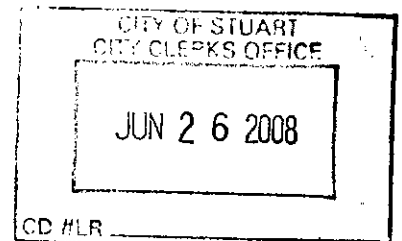
Flagler Development Group
P.O. Box 862613
Orlando, Florida 32886-2613

If you have any questions regarding the Lease or its assignment, please contact Ms. Sharon Toomey at Flagler Development Group, 10151 Deerwood Park Boulevard, Building 100 Suite 330, Jacksonville FL 32256; (904) 565-4135, or me at (904) 538-6346.

Sincerely yours,



Michael O. Bagley, Director
Industrial Development & Real Estate



February 21, 2002
File: 261-21-2

M.O. "Mike" Bagley
Director

Industrial Development & Real Estate

STUART: Lease of Space for Beautification, Parking and Drainage Retention – Mile Post 261 + 2029'

Ms. Dianne M. O'Donnell
City Clerk
City of Stuart
121 S. W. Flagler Avenue
Stuart, Florida 34994



Dear Ms. O'Donnell:

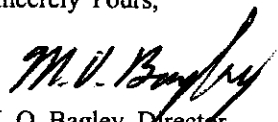
This has reference to that certain Lease Agreement dated November 10, 2000 by which the City of Stuart leases nine (9) parcels of Railway's right of way for beautification, parking and drainage retention.

Parcel No. 5 shown on Railway's Drawing No. C-166 has been amended to reflect the addition of the existing and the relocation curb and gutter. It is understood the construction is in connection with roadway improvements for Second Street and Dixie Highway as shown on LBFH, Inc. construction plans.

Please be advised several communications companies have installed a fiber optic communications system within the leased area and prior to digging or subgrade work on the leased premises, you must call "SUNSHINE" at 1-800-432-4770, in order that the said companies will be properly notified and in turn can locate cables and protect against damages. You will also need to contact the Railway's Signal locate personnel at (800) 342-1131 ext. 2377 as our signal cables are not listed with Sunshine and require a separate locate.

All other terms and conditions of the Agreement will remain unchanged and in full force and effect. Kindly acknowledge your acceptance of this amendment by endorsing and returning one executed original of this letter to the undersigned prior to the effective date. Your prompt handling and return is requested.

Sincerely Yours,

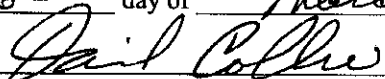

M. O. Bagley, Director
Industrial Development and Real Estate

MOB:a

cc: Ms. Bonnie Seyle – FEC Railway

AMENDMENT TO AGREEMENT ACKNOWLEDGED AND ACCEPTED:

This 6th day of March, 2002

By: 

Print Name and Title: David Collier, City Manager

City of Stuart

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

Dianne M. O'Donnell
City Clerk

Phone (772) 288-5306
Fax (772) 288-5305
[www.dodonnell@cityofstuart.com](mailto:dodonnell@cityofstuart.com)

March 7, 2002

FEC Railway, LLC
M.O. Bagley, Director
One Malaga Street
PO Box 1048
St. Augustine, FL 32085-1048

ATTENTION: M. O. Bagley

REFERENCE: Stuart: Lease of Space for Beautification, Parking and Drainage
Retention
Mile Post 261+2029' / Parcel 5 Drawing No. C-166

MESSAGE: Enclosed is one copy of the amendment to the above mentioned
agreement, executed by David Collier, City Manager per your
request.

If you have any questions or need further information do not
hesitate to call.

Sincerely,



Dianne M. O'Donnell
City Clerk

RIVER

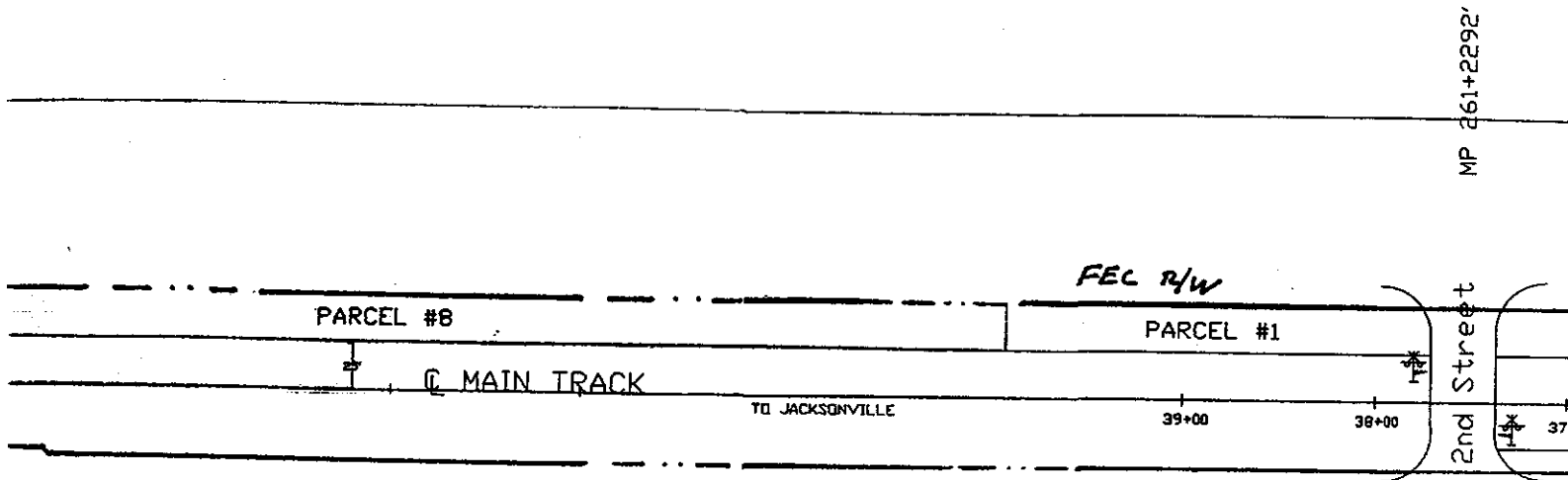
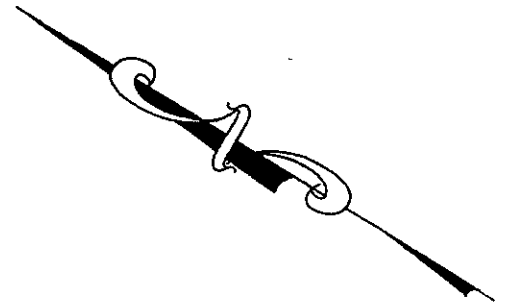
FEC R/W

PARCEL #9

Q MAIN TRACK

FEC R/W

ST. LUCIE



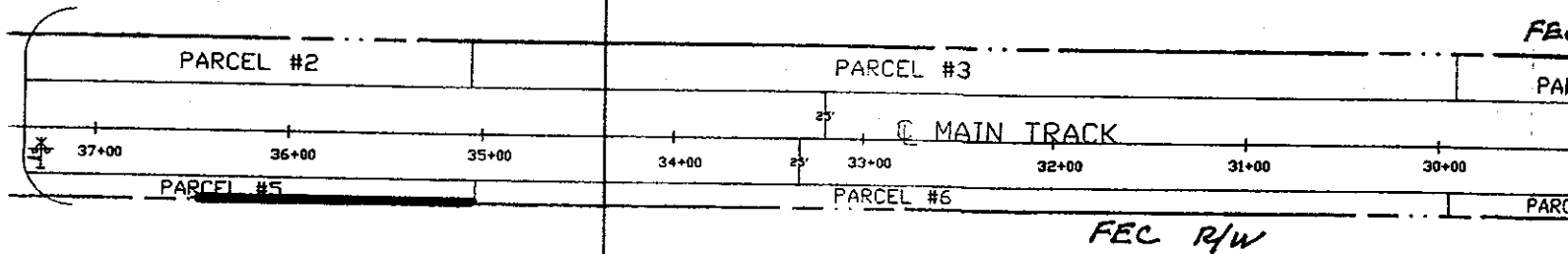
PARCEL IDENTIFICATIONS:

PARCEL #1	BEAUTIFICATION ONLY	25' X 25'
PARCEL #2	BEAUTIFICATION ONLY	25' X 25'
PARCEL #3	EAST SIDE PARKING	25' X 50'
PARCEL #4	BEAUTIFICATION ONLY	25' X 25'
PARCEL #5	BEAUTIFICATION AND GURB & GUTTER	12.5' X 25'
PARCEL #6	WEST SIDE PARKING	12.5' X 50'
PARCEL #7	BEAUTIFICATION ONLY	12.5' X 25'
PARCEL #8	EAST SIDE PARKING	25' X 50'
PARCEL #9	EAST SIDE PARKING	41' / 47' X 50'

MARTIN COUNTY, FLORIDA

SEC 5, TWP38S, RGE41E

FLAGLER AVENUE



DIXIE HWY.

GENERAL NOTES:

25' X 250'

25' X 250'

25' X 514'

25' X 250'

12.5' X 250'

12.5' X 514'

2.5' X 250'

25' X 583'

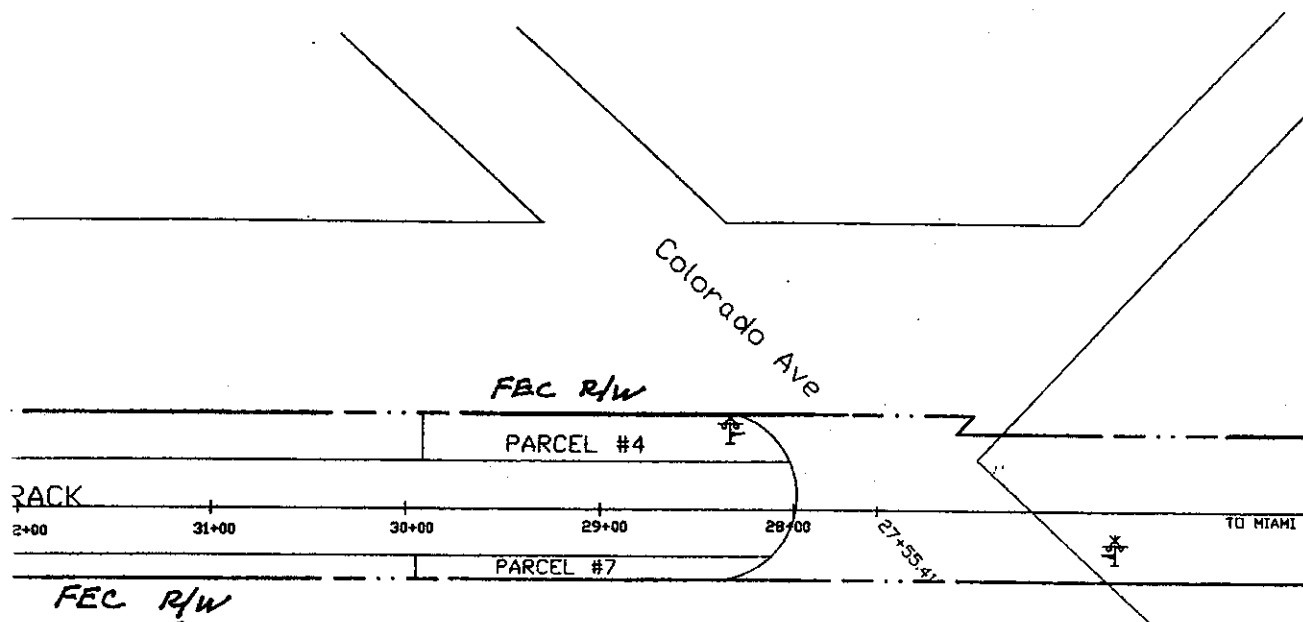
41' / 47' X 625'

LANDSCAPING OF BEAUTIFICATION PARCELS SHALL NOT CONTAIN PLANTS WHICH ATTAIN A HEIGHT GREATER THAN 24' AT MATURITY

BEAUTIFICATION PARCELS ARE MEASURED FROM CENTERLINE OF ADJACENT GRADE CROSSING - 250'

PARKING PARCELS SHALL MAINTAIN A MINIMUM DISTANCE OF 250' FROM CENTERLINE OF NEAREST GRADE CROSSING.

A



NOT CONTAIN
AT MATURITY

TERLINE OF ADJACENT

ANCE OF 250' FROM

1	2/8/02	A	Add curb and gutter to parcel #5
REV. NO.	DATE	BY	DESCRIPTION
REVISIONS			
FLORIDA EAST COAST RAILWAY, L.L.C.			
 OFFICE OF INDUSTRIAL DEVELOPMENT AND REAL ESTATE ST. AUGUSTINE, FLORIDA STUART, FLORIDA			
LEASE OF SPACE TO CITY OF STUART			
DRAWN BY H		M.P. LOC. 261+2292'	SCALE 1"=100'
CHECKED BY		VAL. MAP.	DATE 9/30/97
FILE NO. 261-21-2			DWG. NO. C - 166

City of Stuart

Sailfish Capital of the World

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 85-00

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE OF FLORIDA EAST COAST RAILWAY COMPANY RIGHT-OF-WAY FOR PARKING AND BEAUTIFICATION FOR \$10,600 ANNUALLY TO COMMENCE NOVEMBER 10, 2000; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

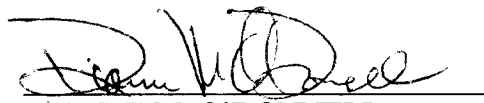
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

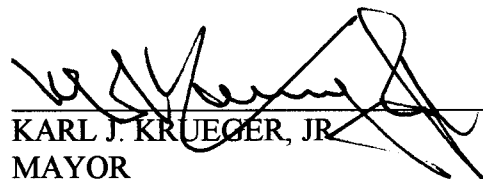
SECTION 1: The Mayor and City Clerk and hereby authorized and directed to execute a lease between the City and the Florida East Coast Railway Company to commence November 10, 2000 to permit the City to construct parking and beautification improvements in the leased area. A copy of the lease contract is attached hereto as "Attachment A."

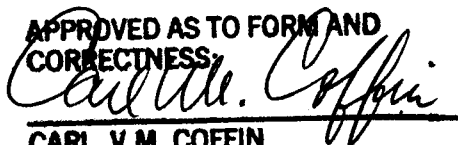
SECTION 2: This resolution shall take effect upon adoption.

ADOPTED this 22nd day of May, 2000. ✓

ATTEST:


DIANNE M. O'DONNELL
CITY CLERK


KARL J. KRUEGER, JR.
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

CARL V.M. COFFIN
CITY ATTORNEY



FLORIDA EAST COAST RAILWAY COMPANY

ONE MALAGA STREET, P. O. BOX 1048, ST. AUGUSTINE, FLORIDA 32085-1048

June 8, 2000

File: 261-21-2; 261-52

STUART: City of Stuart - Lease of 7 Parcels for Beautification and Parking with additional Two Parcels - 8 & 9 MP 261 + 2029; **Cancellation** of Lease Agreement with The Thirsty Turtle, Inc. dated 2/2/98 MP 261 + 1450, covering the two parcels 8 & 9 now leased to City of Stuart, by resolution between City of Stuart and The Thirsty Turtle, Inc. dated December 8, 1999.

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

Mr. Arthur Dombrose
The Thirsty Turtle, Inc.
131 SW Flagler Avenue
Stuart, FL 34994

Dear Mr. Coffin & Mr. Dombrose:

Reference is made to our recent exchanges on the captioned Lease Agreements and the agreed upon resolution between the City of Stuart and The Thirsty Turtle, Inc., releasing parcels 8 & 9 covered under agreement with The Thirsty Turtle, Inc. dated February 2, 2000, to the City of Stuart. (Copy of Resolution Agreement attached.) In this regard agreement between the Railway and The Thirsty Turtle, Inc. dated February 2, 1998 shall be considered canceled as noted below.

Enclosed for the City's file, is fully executed Lease Agreement to cover the new leasehold area, effective November 10, 2000. At this time we are giving notice of cancellation to The Thirsty Turtle, Inc. effective November 10, 2000. The Thirsty Turtle, Inc. shall remain in possession of the leasehold premises until this date, and should advise my office of handling for any unearned prepaid rental between November 11, 2000 through February 1, 2001.

Please be advised several communications companies have installed a fiber optic communications system within the leased area and prior to digging or subgrade work on the leased premises, you must call "SUNSHINE" at 1-800-432-4770, in order that the said companies will be properly notified and in turn can locate cables and protect against damages.

Sincerely yours,

M. O. Bagley, Director
Industrial Development & Real Estate

MOB/bb
Encl.



CARL V.M. COFFIN
CITY ATTORNEY

City of Stuart

121 S.W. FLAGLER AVENUE • STUART, FLORIDA 34994

TELEPHONE 561/288-5386
FAX 561/288-5316

December 8, 1999

Mr. Arthur Dombrose
"Dockside" restaurant
131 S.W. Flagler Avenue
Stuart, FL 34994

Dear Mr. Dombrose:

The City would like to control by lease all of the available FEC right-of-way on the north side of the tracks between the Second Street crossing and the St. Lucie River. As explained in my September 8 letter, the City proposes to lease all the FEC right-of-way west of Second Street from the FEC for parking and beautification. This includes the area you presently lease from FEC for restaurant parking.

If the City leases this entire area, the 1992 special exception to Baird Tewksbury will need to be adjusted. It requires that Tewksbury (and successor restaurants) lease from FEC 30 parking spaces in the FEC leased area to continue the 250 seat restaurant. Otherwise, the restaurant must revert to a 235 seat configuration.

If the special exception is amended by the City Commission to waive the provision of the 30 spaces, Arthur Dombrose will agree to terminate his FEC lease. This waiver must be perpetual and will not be re-imposed as long as a restaurant on the site has 250 seats. Upon receipt of the amended special exception resolution Arthur Dombrose will contact FEC to terminate the lease.

Very truly yours,

Carl V.M. Coffin
City Attorney

I accept the above proposal.

Arthur Dombrose

THIS LEASE, is effective this 10th day of November A.D. 2000, by and between FLORIDA EAST COAST RAILWAY COMPANY, hereinafter called "Railway" and **CITY OF STUART**, a Municipal Corporation of the State of Florida, whose mailing address is 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter called "Lessee",

WITNESSETH:

That in consideration of the covenants herein contained to be kept and performed, Railway does hereby lease to said Lessee the following described property:

PARCEL #1: Begin at a point on Railway's easterly right of way line being 2066 feet, more or less, southerly of Railway's Mile Post No. 261; thence run southeasterly along said easterly right of way line for a distance of 220 feet to a point on the northerly line of Second Street; thence run southwesterly along said line of Second Street a distance of 25 feet, more or less; thence run northeasterly on a line parallel to Railway's easterly right of way line a distance of 220 feet, more or less; thence run southeasterly a distance of 25 feet, more or less, to the Point of Beginning.

PARCEL #2: Begin at the intersection of Railway's easterly right of way line with the centerline of Second Street being 2,292 feet, more or less, south of Railway's Mile Post No. 261; thence proceed southeasterly along Railway's easterly right of way line a distance of 250 feet; thence proceed at a right angle southwesterly a distance of 25 feet to a point; thence proceed northwesterly on a line parallel to Railway's easterly right of way line a distance of 250 feet, more or less; thence proceed northeasterly along said centerline of Second Street to the Point of Beginning; excepting that portion of said Parcel #2 lying within the right of way of Second Street.

PARCEL #3: Commence at the intersection of Railway's easterly right of way line with the centerline of Second Street, being 2,292 feet, more or less, south of Railway's Mile Post No. 261; thence proceed southeasterly along Railway's easterly right of way line a distance of 250 feet to a point of beginning; thence proceed southeasterly along said easterly right of way line a distance of 514 feet, more or less; thence proceed southwesterly at right angles a distance of 25 feet; thence proceed northwesterly parallel to said easterly right of way line a distance of 514 feet, more or less; thence proceed northeasterly a distance of 25 feet, more or less, to the Point of Beginning.

5956

File: 261-21-2

PARCEL #4: Commence at the intersection of Railway's easterly right of way line with the centerline of Second Street being 2,292 feet, more or less, south of Railway's Mile Post No. 261; thence proceed southeasterly along Railway's easterly right of way line a distance of 764 feet, more or less, to a point of beginning; thence proceed southeasterly along said easterly right of way line to the centerline of Colorado Avenue; thence proceed along said centerline of Colorado Avenue to a point which is 25 feet, more or less, distant from the centerline of Railway's main track; thence proceed northwesterly parallel to said easterly right of way line a distance of 250 feet, more or less; thence proceed northeasterly a distance of 25 feet, more or less, to the Point of Beginning. Excepting therefrom that portion of Parcel #4 lying within the right of way of Colorado Avenue.

PARCEL #5: Begin at the intersection of Railway's westerly right of way line with the centerline of Second Street being 2,292 feet, more or less, south of Railway's Mile Post No. 261; thence proceed southeasterly along Railway's westerly right of way line a distance of 250 feet; thence proceed at a right angle northeasterly a distance of 12.5 feet to a point; thence proceed northwesterly on a line parallel to Railway's westerly right of way line a distance of 250 feet, more or less; thence proceed southwestwardly along said centerline of Second Street to the Point of Beginning.

PARCEL #6: Commence at the intersection of Railway's westerly right of way line with the centerline of Second Street being 2,292 feet, more or less, south of Railway's Mile Post No. 261; thence proceed southeasterly along Railway's westerly right of way line a distance of 250 feet to a point of beginning; thence proceed southeasterly along said westerly right of way line a distance of 514 feet, more or less; thence proceed northeasterly at right angles a distance of 12.5 feet; thence proceed northwesterly parallel to said westerly right of way line a distance of 514 feet; thence proceed southwestwardly a distance of 12.5 feet, to the Point of Beginning.

PARCEL #7: Commence at the intersection of Railway's westerly right of way line with the centerline of Second Street being 2,292 feet, more or less, south of Railway's Mile Post No. 261; thence proceed southeasterly along Railway's westerly right of way line a distance of 764 feet, more or less, to a point of beginning; thence proceed southeasterly along said westerly right of way line to the centerline of Colorado Avenue; thence proceed along said centerline of Colorado Avenue to a point which is 25 feet distant from the centerline of Railway's main track; thence proceed northwesterly parallel to said westerly right of way line a distance of 250 feet; thence proceed southwestwardly a distance of 12.5 feet to the Point of Beginning. Excepting therefrom that portion of Parcel #7 lying within the right of way of Colorado Avenue.

PARCEL #8: Begin at a point on Railway's easterly right of way line being 1471 feet, more or less, southerly of Railway's Mile Post No. 261; thence run southerly along said easterly right of way line for a distance of 576 feet to a point 220' north of the northerly line of Second Street; thence run southwestwardly a distance of 25 feet, more or less; thence run northwesterly on a line parallel to Railway's easterly right of way line a distance of 597 feet, more or less; thence run northerly a distance of 28 feet, more or less, to the Point of Beginning.

PARCEL #9: Begin at the intersection of Railway's easterly right of way line with the south bank of the St. Lucie River being 6 feet, more or less, south of Railway's Mile Post No. 261; thence proceed southeasterly along Railway's easterly right of way line a distance of 608'±; thence run southerly a distance of 41 feet ± to a point; thence run northwesterly on a line parallel with and 25' easterly of the centerline of Railway's main track a distance of 645 feet, more or less; thence proceed northerly along the said south bank of the St. Lucie River to the Point of Beginning.

All as shown on Railway's Drawing C-166, dated 9/30/97, attached hereto and made a part hereof.

County: Martin

Contract Type: 25

File: 261-21-2

TO HAVE AND TO HOLD the hereby leased property:

For the term of one (1) year from the effective date hereof subject to renewal as provided in paragraph D hereof, or until terminated as hereinafter provided.

LESSEE COVENANTS TO PAY RENTAL AS FOLLOWS:

An annual rental of **\$10,600.00**, plus Florida Sales and Use Tax if applicable, payable in cash upon the execution and delivery of this lease, and if renewed, the same amount in cash in advance for each and every year thereafter until terminated. All rentals for initial and renewal terms are payable in cash on the date specified, in advance, without oral or written demand. Lessee hereby expressly waiving such demand.

LESSEE AND RAILWAY COVENANT AS FOLLOWS:

A. In the event of termination of this lease by Railway before the expiration of the initial or any renewal terms, any rental paid in advance unearned shall be returned to Lessee, less any amounts owing to Railway under this lease.

B. That none of the provisions hereof shall be waived or modified, except by Railway, or by mutual agreement, in writing, and no alleged verbal or written inducement prior to execution nor subsequent verbal waiver, or modification, shall be binding under any circumstances. Further, that this lease constitutes the entire understanding of the parties and that neither the failure of the Railway to enforce each and every provision, nor any course of conduct by the Railway shall be considered as a waiver of these provisions.

C. Either party may, in its discretion, for any reason whatsoever, terminate this lease at any time by the giving of notice to the other party as hereinafter provided. If this lease is for a term of one or more years, then 30 days prior notice in writing of the intention of the party to terminate this lease shall be given to the other party. If this lease is for any term less than one year, then 10 days prior notice in writing of the intention of the party to terminate this lease shall be given to the other party; PROVIDED, HOWEVER, Railway may, at its option, terminate this lease for any default or breach of lessee by giving 2 days notice in writing of such termination to the lessee. Any notice of termination shall be delivered to the other party by placing such notice in the United States mail with sufficient postage directed to the other party's post office address, either as last furnished to the terminating party or as otherwise known to it.

D. If Lessee holds over and remains in possession of the hereby leased property after the expiration of the term specified in this lease, or any renewals of such term, this lease shall be considered as renewed for one (1) year, subject to the same terms and conditions as herein contained in this lease. That Lessee shall have no expectation of renewal and that the term of this lease is only for the time specified herein, subject always to the termination provisions and regardless of the length of time that Lessee has occupied the leased property, or the construction by Lessee of any buildings, structures, works, paving, barricades or personal property placed thereon.

E. That if any provision or provisions of this lease shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

F. That Lessee shall use the leased property only for:

Beautification, Parking and Drainage Retention

AND LESSEE COVENANTS WITH RAILWAY AS FOLLOWS:

1. To keep the leased property and any buildings or other structure, now or hereafter erected thereon, in good condition and repair at Lessee's own expense during the existence of this lease, and to keep the leased property or premises free and clear of any and all grass, weeds, brush and debris of any kind, so as to prevent the same becoming dangerous, inflammable or objectionable. Railway shall have no duty to inspect or maintain any of the leased property, buildings, or other structures, if any, during the term of this lease.

2. To vacate, quit and deliver up the leased property on or before any termination date of this lease in as good condition as it is now.

3. Not to erect or cause to be erected any building or other structure, or any addition to existing buildings or structures on the leased property without first obtaining the approval in writing by Railway of the location, material and construction of the same.

4. Not to sublet the leased property or any part thereof, nor assign this lease, without the consent in writing of Railway, this lease being executed by Railway upon the credit and reputation of Lessee. Acceptance by Railway of rental from a third party shall not be considered as an assignment.

5. Not to take any action or allow any action to be taken by third parties which will interfere with or disparage Railway's title to the leased property.

6. Not to permit the use of the leased property in any manner that will obstruct or interfere with the operation of the Railway, or use of its property.

7. Not to make or suffer any waste or any unlawful, improper, or offensive use of the leased property or premises, or any use disapproved by Railway.

8. To the extent allowed by law, and subject to the limitations of Florida State Statutes 768.28, to indemnify, save and hold harmless Railway, its agents, servants and employees from and against all loss, claims, costs charges, expense, suits, damage and judgments, which they may suffer, sustain or in anywise be subjected to, or for which it may be held liable on account of the death, personal injuries, damage or loss to any person or persons, including employees, agents and officers of Railway and of Lessee, directly or indirectly arising out of or on account of the leasing to or use

of the property by Lessee; whether due or claimed to be due by the joint negligence of Railway, its employees, agents or servants, or otherwise.

9. To the extent allowed by law, and subject to the limitations of Florida Statutes 768.28, to indemnify, save and hold harmless Railway, its agents, servants and employees from and against all loss, claims, costs, charges, expense, suits, damage and judgments, which they may suffer, sustain or in anywise be subjected to, or for which it may be held liable on account of any loss or damage caused in any manner to any of Lessee's buildings, structures, works and any personal property whatsoever of Lessee, situated, placed, kept or stored on, in or near the property or premises hereby leased, as well as on account of loss or damage to any personal property whatsoever, not owned by Lessee, whether owned by Railway or by others, arising directly or indirectly out of or on account of the leasing to or use by Lessee of the property hereby leased; whether due or claimed to be due by the joint negligence of Railway, its employees, agents or servants or otherwise.

10. To the extent allowed by law, and subject to the limitations of Florida Statutes 768.28, to indemnify Railway for all loss, claims, damage, costs and expenses, including attorneys' fees and environmental cleanup costs arising from Lessee's presence upon or use of the leased premises which causes the premises to become contaminated by toxic or hazardous substances or wastes above levels which exceed the allowable levels as set forth in local, state or federal laws and regulations. Railway shall have the right, at reasonable times during the term of this Lease, upon prior notice to Lessee and accompanied by a representative of Lessee (except in cases of emergency) to enter the leased property, including any building or structure that may at any time be on the leased property, for the purpose of examining and inspecting the condition of the leased property and to ensure Lessee's compliance with the terms and conditions of this Lease.

11. To be responsible for and pay Railway the actual cost and expense Railway may incur in paying for, repairing or replacing any engines, cars, rail material, cross-ties, equipment, tools, machinery, freight or other property whatsoever, either owned or in possession of Railway, lost or damaged by any default by Lessee hereunder, or negligence, affirmative act, or omission of Lessee.

12. To perform, at the sole expense of Lessee, all work required in the preparation of the property or premises hereby leased for occupancy by Lessee, in the absence of any special provision herein contained to the contrary; and Lessee does hereby accept the leased property or premises as now being in fit and tenantable condition for all purposes of Lessee.

13. To pay, within thirty (30) days after presentation unto Lessee by Railway of bills for the same, all special assessments, ad valorem taxes, and any other taxes of whatsoever kind or nature levied by the United States of America, State of Florida, any county, municipality or special taxing district organized and existing under the laws of the State of Florida, upon any of the property or premises herein leased. All taxes and special assessments, payable on an annual basis, are to be prorated by the parties hereto for the year during which this lease is made, as well as the year in which the same may be terminated.

14. To pay in the same manner as provided in Paragraph 13 hereof, the amount of any necessary documentary stamp taxes required to be affixed to this lease under the laws of the United States of America, the State of Florida, or both.

15. To pay, either directly or upon bills presented unto Lessee by Railway within thirty (30) days after presentation of the same, all bills for electricity for lighting or power, gas, water, telephone and telegraph services, or the proportionate part of the same used by Lessee upon or in the leased property or premises.

16. That it will indemnify, save and hold harmless Railway from any loss, claim or damage which Lessee may sustain arising directly or indirectly by reason of either existing or future zoning or other regulations promulgated by any governmental agency which may adversely affect use by Lessee of the lands hereinabove described, and Lessee shall assume all responsibility for procuring or complying with any ordinance, resolution, order, permit, consent or other such regulation, promulgated by any governmental agency whatsoever, for building or otherwise, required for the use of the premises hereinabove described or for the construction of any facilities upon such premises.

17. That it shall not permit others to use the whole or any part of the leased property or premises, except under and in compliance with the terms and conditions of this lease, and Lessee shall hold Railway harmless as to any such use.

18. That none of the provisions of Paragraph "A" hereof shall be construed as any waiver by Railway of any landlord's lien or liens of Railway upon any personal property, buildings or structures of Lessee, for any rental due or to become due hereunder unto Railway, and Lessee shall not remove any such structures, buildings or personal property from the hereinabove described premises, unless and until all rentals and any other sum of money herein specified to be paid the Railway shall have been fully paid unto Railway.

19. That Lessee shall remove any buildings, structures, works or personal property upon the leased property or premises, including any such items placed upon the leased property or premises subsequent to the date of this lease on or before any termination date of this lease, upon request from the Railway to do so, and in default thereof, such property shall become the property of the Railway. PROVIDED, HOWEVER, Railway may, at its option cause removal of the same from the hereby leased property or premises and/or storage thereof, and storage of any of Lessee's property and property of others, placed by or with Lessee's permission or sufferance on the hereby leased property or premises. The reasonable cost or expense of removal and/or storage of any buildings, structures, works or personal property shall be paid by Lessee unto Railway forthwith upon demand for same.

20. That it waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including but not limited to special damages, severance damages, removal costs or loss of business profits resulting from its loss of occupancy of the leased property specified in this agreement, or adjacent properties owned or leased by it, when any or all of such properties are taken by eminent domain proceedings or sold under the threat thereof. That this waiver and relinquishment applies whether (1) this lease is in existence on the date of taking or sale; or (2) has been terminated prior thereto.

21. That it is expressly agreed by and between the parties hereto that any obligations of the Lessee under the terms of this agreement which are not paid within thirty (30) days of presentation of bills for same by Railway shall bear interest at the rate of twelve per cent (12%) per annum compounded annually from the date of presentation of the bill until same shall be paid. It is further expressly agreed that in the event Railway shall institute and prevail in any action or suit for the enforcement of any of its rights under the provisions of this agreement, Lessee will pay to Railway a reasonable attorney's fee on account thereof. Also in the event of litigation, the parties agree that the laws of the State of Florida will apply. In an action to enforce any of the provisions of this agreement, the parties hereto specifically agree that venue shall lie in St. Johns County, Florida.

22. That its facilities and operations on the herein leased area shall conform to all applicable regulations and ordinances of any governmental agency having jurisdiction thereof.

23. That, at its expense, it will install and maintain facilities to prevent accumulation of surface water, industrial liquids, solid waste matter and sanitary waste resulting from Lessee's operations within the herein leased area. Such facilities to be approved by the Railway and any other governmental agency having jurisdiction thereof.

24. Should any portion of the property described in this lease be used for the loading, unloading or storage of hazardous materials, the Lessee shall (1) be solely responsible for ascertaining that local, state and federal laws, ordinances and regulations do not prohibit the loading, unloading or storage of hazardous materials on the leased property and (2) be solely responsible as between the Railway and the Lessee, for complying with all of the foregoing laws, ordinances and regulations which affect or regulate the loading, unloading or storage operations of hazardous materials on this leased property.

25. It is understood between the parties hereto that Railway reserves unto itself, its successors, permittees, licensees, or other persons, the right to construct and maintain other facilities, including but not limited to, pipelines and/or communication cables, over and across the Railway's affected herein leased property, and further, that Lessee shall take no measures to interfere with the construction or maintenance of said facilities and shall at all times allow ingress and egress to the herein leased property by said successors, permittees, licensees or other persons.

26. Lessee will do no grading on said leased ground space that will in any manner interfere with the Railway's roadbed or other facilities.

27. Lessee is specifically notified that its personnel may be working in an area containing buried active fiber-optic transmission cables as well as other cables and other facilities. Great care will be taken by the Lessee to ensure that no damage is done to those cables and facilities. However, if a cable or other facility is damaged or cut, Lessee agrees to indemnify Railway for any monetary damages which may result.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed under the seal.

Signed, sealed and delivered
in the presence of:

Brenda A Buice
Witness as to Railway
(Print Name) Brenda A Buice

Bruce L. Baker
Witness as to Railway
(Print Name) Bruce L. Baker

**FLORIDA EAST COAST RAILWAY
COMPANY, a Florida Corporation**

By: R. F. MacSwain (SEAL)
R. F. MacSwain, Executive Vice President

Attest: Theresa W. Rayno
Assistant Secretary

(Print Name) Theresa W. Rayno

Date of Execution: 6/6/00

CITY OF STUART
a Municipal Corporation of the
State of Florida

Mary F. Whisenant
Witness as to Lessee
(Print Name) MARY F. WHISENANT

Frank M. Thomas, III
Witness as to Lessee
(Print Name) Frank M. Thomas, III

By: Karl J. Krueger, Jr. (SEAL)
Mayor
(Print Name) Karl J. Krueger, Jr.

Attest: Diane M. O'Donnell
City Manager CLERK
(Print Name) Diane M. O'Donnell

Date of Execution: 5/24/00

Approved as to Form: _____

APPROVED AS TO FORM AND
CORRECTNESS:
Carl V. M. Coffin
CARL V. M. COFFIN
CITY ATTORNEY

AGENDA ITEM REQUEST

MEETING DATE: May 22, 2000PREPARED BY: CARL V.M. COFFIN

TITLE OF ITEM: RESOLUTION 85-00 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE OF FLORIDA EAST COAST RAILWAY COMPANY RIGHT-OF-WAY FOR PARKING AND BEAUTIFICATION FOR \$10,600 ANNUALLY TO COMMENCE NOVEMBER 10, 2000; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

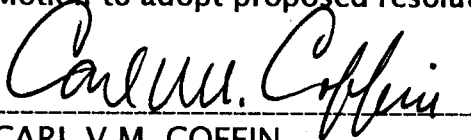
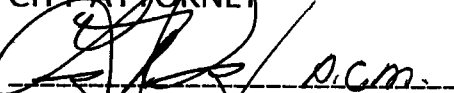
SUMMARY EXPLANATION/BACKGROUND INFORMATION:

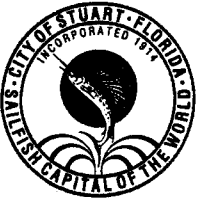
See attached memorandum number 00-15.

See attached resolution and lease agreement.

DEPARTMENT HEAD RECOMMENDED ACTION:

Motion to adopt proposed resolution and lease agreement

CARL V.M. COFFIN
CITY ATTORNEY5/12/00
DATE D.C.M.DAVID COLLIER
CITY MANAGER5/16/2000
DATE



CARL V.M. COFFIN
CITY ATTORNEY

City of Stuart

121 S.W. FLAGLER AVENUE • STUART, FLORIDA 34994

TELEPHONE 561/288-5386
FAX 561/288-5316

MEMORANDUM NUMBER 00 - 15

TO: CITY COMMISSION

FROM: CITY ATTORNEY

DATE: 5/10/00

SUBJECT: FEC PARKING LEASE
NORTH OF SECOND STREET

On November 10, 1998 the city leased certain railroad right-of-way from the FEC for beautification and parking. The parking area became the 42 space parking facility for which the parking special assessments were levied by the City last year. The total annual rent was set at \$5,000. The lease is cancelable by FEC on 30 days notice.

FEC has agreed to expand the existing lease area to include additional right-of-way on the north side of the FEC tracks between Second Street and the St. Lucie River. Again, the lease will be cancelable on 30 days notice. The rent payment for the entire area will be \$10,600 annually. This is a slight increase in the annual rent rate from \$0.11 to \$0.15 per square foot.

A map showing the area subject to the proposed lease is attached for your information. The new area included for additional beautification and parking is shown in red.

SEC R/W

GENERAL NOTES:

PARCEL 01	BEAUTIFICATION ONLY	25' x 250'
PARCEL 02	BEAUTIFICATION ONLY	25' x 250'
PARCEL 03	EAST SIDE PARKING	25' x 514'
PARCEL 04	BEAUTIFICATION ONLY	25' x 250'
PARCEL 05	BEAUTIFICATION ONLY	12.5' x 250'
PARCEL 06	WEST SIDE PARKING	12.5' x 514'
PARCEL 07	BEAUTIFICATION ONLY	12.5' x 250'
PARCEL 08	EAST SIDE PARKING	25' x 503'
PARCEL 09	EAST SIDE PARKING	407'0" x 625'0"

PARCEL 85	BEAUTIFICATION ONLY	25' x 250'
PARCEL 86	BEAUTIFICATION ONLY	12.5' x 250'
PARCEL 86	WEST SIDE PARKING	12.5' x 216'
PARCEL 87	BEAUTIFICATION ONLY	12.5' x 250'
PARCEL 88	EAST SIDE PARKING	25' x 243'
PARCEL 89	EAST SIDE PARKING	41' 8" x 425'



FLORIDA EAST COAST RAILWAY COMPANY

ONE MALAGA STREET, P. O. BOX 1048, ST. AUGUSTINE, FLORIDA 32085-1048

April 28, 2000
File: 261-21-2

STUART: City's Lease of 7 Parcels for Beautification and Parking with Revision to Add Two Additional Parcels Being #8 & 9 MP 261+

Mr. Carl V. M. Coffin
City Attorney
City of Stuart
121 S.W. Flagler Avenue
Stuart, FL 34994

Dear Mr. Coffin:

This has reference to our past correspondence concerning the above captioned Lease Agreement and the revision to add the additional two parcels.

Enclosed for your handling for execution are duplicate originals of Revised Lease Agreement to cover. The agreements are being forwarded to you in advance of our Management's full approval to expedite handling. In this regard, kindly handle for execution in accordance with instructions attached to the agreement, returning the duplicate originals to this office for completion, after which one fully executed agreement will be returned to you for your file once we have received full approval.

Please contact me if you have any questions. Your prompt handling and return are requested.

Sincerely yours,

M. O. Bagley, Director
Industrial Development & Real Estate

MOB/bb
Encls.

City of Stuart

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

Dianne O'Donnell
City Clerk

Phone: 561/288-5306
Fax: 561/288-5305
E Mail: dodonnell@cityofstuart.com

June 1, 2000

Florida East Coast Railway Company
Mr. M.O. Bagley, Director
Industrial Development & Real Estate
One Malaga Street
PO Box 1048
St. Augustine, Florida 32085-1048

RE: File: 261-21-2
City of Stuart lease of 7 Parcels for Beautification & Parking
w/Revision to Add Two Additional Parcels Being #8 & 9 MP 261

Dear Mr. Bagley:

Enclosed are two original copies of the above mentioned agreement including Resolution 85-00 signed by city officials. There was no Lease/License Tenant Information Sheet attached to the agreement.

Attorney Coffin did insert the date on page 1 as previously discussed with you.

Once the lease has been fully executed by your office please forward one original to the office of the City Clerk at the address indicated above.

Sincerely,

Dianne M. O'Donnell
City Clerk

/dmo
Enc.



**BEFORE THE COMMUNITY REDEVELOPMENT AGENCY
CITY OF STUART, FLORIDA**

RESOLUTION 4-05

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA APPROVING A REAL ESTATE LEASE WITH THE FLORIDA EAST COAST RAILWAY, L.L.C. OF CERTAIN AREAS WITHIN THE FEC RIGHT-OF-WAY FOR PARKING AND BEAUTIFICATION TO INCREASE THE ANNUAL RENT PAYMENT OF \$13,500.00 TO \$15,000.00; 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 Stuart Community Redevelopment Agency of the City of Stuart, Florida hereby approves a Real Estate Lease with the Florida East Coast Railway, L.L.C. of certain areas within the FEC right-of-way for parking and beautification increasing the annual rent payment of \$13,500.00 to \$15,000.00. A copy of the Real Estate Lease is on file in the office of the City Clerk.

SECTION 2: This resolution shall take effect upon adoption.

PASSED AND ADOPTED THIS 10TH DAY OF OCTOBER, 2005.

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

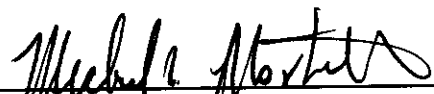
MICHAEL MORTELL, CHAIRMAN
 KARL KRUEGER, VICE CHAIRMAN
 JEFFREY KRAUSKOPF, BOARD MEMBER
 MARY HUTCHINSON, BOARD MEMBER
 CAROL WAXLER, BOARD MEMBER
 MEG WHITMER, BOARD MEMBER
 GENE RIFKIN, BOARD MEMBER

YES	NO	ABSENT
✓		
		✓
✓		
✓		
✓		
✓		
✓		

ATTEST:

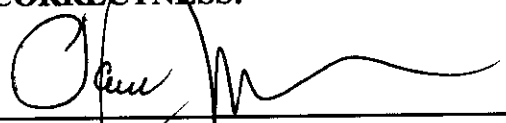


 CHERYL WHITE
 SECRETARY



 MICHAEL J. MORTELL
 CHAIRMAN

APPROVED AS TO FORM AND
 CORRECTNESS:



 PAUL J. NICOLETTI
 CITY ATTORNEY



TV

COMMUNITY REDEVELOPMENT AGENCY
AGENDA ITEM REQUEST

MEETING DATE: OCTOBER 10, 2005

PREPARED BY: MARY GHIANULY

RESOLUTION 4 -05 CRA

TITLE OF ITEM A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA APPROVING A REAL ESTATE LEASE WITH THE FLORIDA EAST COAST RAILWAY, L.L.C. OF CERTAIN AREAS WITH THE FEC RIGHT-OF-WAY FOR PARKING AND BEAUTIFICATION TO INCREASE THE ANNUAL RENT PAYMENT OF \$13,500 TO \$15,000.00.

SUMMARY EXPLANATION/BACKGROUND INFORMATION:

See attached resolution and real estate lease
See attached letter dated September 7, 2005 from Michael o. Bagley, director

DEPARTMENT HEAD RECOMMENDED ACTION:

Motion to adopt resolution and real estate lease.

PAUL J. NICOLETTI
CITY ATTORNEY

DATE

David Collier

DAVID COLLIER
CITY MANAGER

10/4/05

DATE

M.O. "Mike" Bagley
Director
Industrial Development & Real Estate

September 7, 2005
File: 261-21-2-1

STUART: Lease of Space for Beautification – Mile Post 261 + 2029''

Mr. David Collier
City Manager
City of Stuart
121 S. W. Flagler Avenue
Stuart, Florida 34994

RECEIVED
SEP 12 2005

CITY OF STUART-CITY MGR.

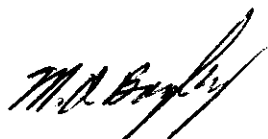
Dear Mr. Collier:

As part of the Railway's ongoing Lease review and revision program, rentals for Railway's property are periodically amended to reflect changing economic conditions. Additionally, new terms and conditions are added to reflect the changing needs of the customer and the Railway. Accordingly, a new lease is being forwarded to you to include a new annual rental charge in the amount of \$15,000.00 effective November 10, 2005.

Enclosed for your handling for execution are duplicate originals of Lease Agreement to cover. Kindly handle for execution in accordance with instructions attached to the agreements, returning the duplicate originals to this office for completion, after which one fully executed agreement will be returned to you for your file.

Please contact me if you have any questions. Your prompt handling and return are requested.

Sincerely Yours,



Michael O. Bagley, Director
Industrial Development & Real Estate

/a
Enclosures

Cc: Ms. Bonnie Seyle
Mrs. Christie Stewart



OFFICE OF THE CITY CLERK

TO: FINANCIAL SERVICES

DATE: 10/17/05

SUBJECT: PLEASE ISSUE A CHECK TO THE FOLLOWING:

VENDOR NUMBER: AMOUNT: \$ 15,000.00

PAYABLE TO Florida East Coast Railway

PURPOSE: 2006 Annual Lease Agreement FEC RR 6523378 001 (4-05 CRA)

SPECIAL INSTRUCTIONS: Please give check to Cheryl White, City Clerk

REQUESTED BY: Cherie White, City Clerk

DEPT NO: **ACCT. NO**

1117

549

APPROVAL:

DEPARTMENT DIRECTOR

CITY MANAGER

COPY

COPY

City Annual Leases to FEC - Charge 1117.549 - except Blanket Lease Agreement

Mile Post / PCN	Agreement No.	Location	Res. #	Effective	Dept Charged .549	Mo Due	Ad Val Taxes	cpi adjust.	2006 Estms		Actual Amt	07 esti	
									Taxes	Lease		Taxes	
261 + 5112 ft	RR 6531371 001	MLK/Dixie Hwy	44-04	Feb-04	1117	June		no		1,250			
261 + 5092 ft	RR 6524585 001	Confusion Corner	232-02	Jan-03	1117	Jan		no		2,820			
262 + 1327 ft	RR 6524586 001	MLK Blvd/A1A crossing	233-02	Jan-03	1117	Jan		no		2,820			
261 + 2066 ft & 261 + 2029 ft	RR 6523378 001	2nd Str - 10 parcels (amended 6/03 - #119-03)	4-05 CRA	Nov-05	1117	Nov	.	no		13,500	15,000		
05-38-41-000-000-00440.10000		Adv taxes - 03 (J Jefferson towards Rec Cnt)			1117	Nov	\$1,547-\$1,568	yes - taxes	1,750				
261 + 2292 ft	RR 6523780 001	2nd Str - maint (amended 7/01)		Dec-95	1117			no		1,410			
0260 + 3231 ft	RR 54 7892; RR 6525161 001	Fern Str - signal maint (amended 7/01)		Jul-96	1117	March		no		1,410			
	RR 6523379001	Fern Str - public road crossing		Nov-78	1117	Nov		no		10			
0260 + 3067 ft	RR 43 6688; RR 6525162 001	N of St Lucie Riv bridge - drainage swale			1117	March		no		50			
261 + 818 ft	6527898 001	Trestle walkway - annual	172-00	Oct-00	1117	Oct		no		2,500			
	6522115	*Blanket License Agrmnt - Utilis - (CPI)	105-00		1630	Aug		yes		9,930		charge 1670.549	
*CPI 2.5% increase for 05 (Mr. Baker X 2271)									Totals		1,750	35,700	

REAL ESTATE LEASE

Florida East Coast Railway, L.L.C.; a limited liability company existing under the laws of the State of Florida and having an address of One Malaga Street, St. Augustine, Florida 32084 (hereinafter "Lessor" or "Railway") hereby leases to **CITY OF STUART**, a Municipal Corporation of the State of Florida, and whose business address is 121 S. W. Flagler Avenue, Stuart, Florida 34994, (hereinafter "Lessee"), the following described property:

Leased Premises:

PARCEL #1: Begin at a point on Railway's easterly Right-of-Way line being 2066 feet, more or less, southerly of Railway's Mile Post 261; thence run southeasterly along said easterly Right-of-Way line for a distance of 220 feet to a point on the northerly line of Second Street; thence run southwesterly along said line of Second Street a distance of 25 feet, more or less; thence run northeasterly on a line parallel to Railway's easterly Right-of-Way line a distance of 220 feet, more or less; thence run southeasterly a distance of 25 feet, more or less, to the Point of Beginning.

PARCEL #2: Begin at the intersection of Railway's easterly Right-of-Way line with the centerline of Second Street being 2292 feet, more or less, south of Railway's Mile Post 261; thence proceed southeasterly along Railway's easterly Right-of-Way line a distance of 250 feet; thence proceed at a right angle southwesterly a distance of 25 feet to a point; thence proceed northwesterly on a line parallel to Railway's easterly Right-of-Way line a distance of 250 feet, more or less; thence proceed northeasterly along said centerline of Second Street to the Point of Beginning; excepting that portion of said Parcel #2 lying within the Right-of-Way of Second Street.

PARCEL #3: Commence at the intersection of Railway's easterly Right-of-Way line with the centerline of Second Street, being 2292 feet, more or less, south of Railway's Mile Post 261; thence proceed southeasterly along Railway's easterly Right-of-Way line a distance of 250 feet to a Point of Beginning; thence proceed southeasterly along said easterly Right-of-Way line a distance of 514 feet, more or less; thence proceed southwesterly at right angles a distance of 25 feet; thence proceed northwesterly parallel to said easterly Right-of-Way line a distance of 514 feet, more or less; thence proceed northeasterly a distance of 25 feet, more or less, to the Point of Beginning.

PARCEL #4: Commence at the intersection of Railway's easterly Right-of-Way line with the centerline of Second Street being 2292 feet, more or less, south of Railway's Mile Post 261; thence proceed southeasterly along Railway's easterly Right-of-Way line a distance of 764 feet, more or less, to a Point of Beginning; thence proceed southeasterly along said easterly Right-of-Way line to the centerline of Colorado Avenue; thence proceed along said centerline of Colorado Avenue to a point which is 25 feet, more or less, distant from the centerline of Railway's main track; thence proceed northwesterly parallel to said easterly Right-of-Way line a distance of 250 feet, more or less; thence proceed northeasterly a distance of 25 feet, more or less, to the Point of Beginning. Excepting therefrom that portion of Parcel #4 lying within the Right-of-Way of Colorado Avenue.

PARCEL #5: begin at the intersection of Railway's westerly Right-of-Way line with the centerline of Second Street being 2292 feet, more or less, south of Railway's Mile Post No. 261; thence proceed southeasterly along Railway's westerly Right-of-Way line a distance of 250 feet; thence proceed at a right angle northeasterly a distance of 12.5 feet to a point; thence proceed northwesterly on a line parallel to Railway's westerly Right-of-Way line a distance of 250 feet, more or less; thence proceed southwesterly along said centerline of Second Street to the Point of Beginning.

PARCEL #6: Commence at the intersection of Railway's westerly Right-of-Way line with the centerline of Second Street being 2292 feet, more or less, south of Railway's Mile Post 261; thence proceed southeasterly along Railway's westerly Right-of-Way line a distance of 250 feet to a Point of Beginning; thence proceed southeasterly along said westerly Right-of-Way line a distance of 514 feet, more or less; thence proceed northeasterly at right angles a distance of 12.5 feet; thence proceed northwesterly parallel to said westerly Right-of-Way line a distance of 514 feet; thence proceed southwesterly a distance of 12.5 feet, to the Point of Beginning.

PARCEL #7: Commence at the intersection of Railway's westerly Right-of-Way line with the centerline of Second Street being 2292 feet, more or less, south of Railway's Mile Post 261; thence proceed southeasterly along Railway's westerly Right-of-Way line a distance of 764 feet, more or less, to a Point of Beginning; thence proceed southeasterly along said westerly Right-of-Way line to the centerline of Colorado Avenue; thence proceed along said centerline of Colorado Avenue to a point which is 25 feet distance from the centerline of Railway's main track; thence proceed northwesterly parallel to said westerly Right-of-Way line a distance of 250 feet; thence proceed southwesterly a distance of 12.5 feet to the Point of Beginning. Excepting therefrom that portion of Parcel #7 lying within the Right-of-Way of Colorado Avenue.

PARCEL #8: Begin at a point on Railway's easterly Right-of-Way line being 1471 feet, more or less, southerly of Railway's Mile Post 261; thence run southerly along said easterly Right-of-Way line for a distance of 576 feet to a point 220 feet north of the northerly line of Second Street; thence run southwesterly a distance of 25 feet, more or less; thence run northwesterly on a line parallel to Railway's easterly Right-of-Way line a distance of 597 feet, more or less; thence run northerly a distance of 28 feet, more or less, to the Point of Beginning.

PARCEL #9: Begin at the intersection of Railway's easterly Right-of-Way line with the south bank of the St. Lucie River being 6 feet, more or less, south of Railway's Mile Post 261; thence proceed southeasterly along Railway's easterly Right-of-Way line a distance of 608 feet, more or less, thence run southerly a distance of 41 feet, more or less, to a point; thence run northwesterly on a line parallel with and 25 feet easterly of the centerline of Railway's main track a distance of 645 feet, more or less; thence proceed northerly along the said south bank of the St. Lucie River to the Point of Beginning.

PARCEL #10: Begin at the intersection of Railway's westerly Right-of-Way line with the centerline of Colorado Avenue being 3322 feet, more or less, south of Railway's Mile Post 261; thence proceed southeasterly along Railway's westerly Right-of-Way line a distance of 4645 feet, more or less, to a point being 2687 feet south of Railway's Mile Post 262 to the centerline of SR A1A; thence proceed easterly along said centerline of SR A1A 12.5 feet to a point which is 25 feet distance from the centerline of Railway's main track; thence proceed northwesterly parallel to said westerly Right-of-Way line a distance of 4645 feet; thence proceed westerly a distance of 12.5 feet to the Point of Beginning. Excepting therefrom that portion of Parcel #10 lying with the Right of Way of Pinewood and Florida Street.

All as shown on Railway's Drawing No. C-166, dated September 30, 1997, last revised May 8, 2003, attached hereto and made a part hereof and collectively referred to as Leased Premises.

1. Term

The term of this lease shall date from November 10, 2005 and until November 9, 2006 provided that Lessee shall have the option to extend the lease after the expiration of the term specified in this lease, or any renewals of such terms, by furnishing Lessor advance written notice of its intent, subject to same terms and conditions as herein contained in this lease. Lessee shall have no expectation of renewal and that the term of this lease is only for the time specified herein, subject always to the termination provisions and regardless of the length of time that lessee has occupied the leased Premises, or the construction by Lessee of any buildings, structures, works, paving, barricades or personal property placed on the leased premises.

2. Rent

(1) Annual Rent

During the term of this lease, the Lessee shall pay to the Lessor an annual rental in advance on or before the 1st day of each year in the amount of **\$15,000.00**, plus Florida Sales and Use Tax. Annual rental shall be paid to FEC's office at One Malaga Street, St. Augustine, Florida 32084 or as otherwise indicated on invoices.

(2) Additional Charges

If Lessee's presence or activities on the Lease Premises causes Lessor to incur costs for cleaning, trash removal, inspections, or like expenses, Lessee agrees to pay such cost to Lessor on demand, the amount of such costs incurred by Lessor. Notwithstanding the foregoing, Lessee will pay on demand the greater of the actual inspection costs or \$350.00 for any inspection conducted by Lessor or its agents on the Leased Premises the results of which show, in Lessor's sole determination, a violation of this Lease of any federal, state or municipal law or regulation. Lessee shall also pay on demand the greater of the actual inspection costs or \$350.00 for any follow-up inspections related to the violation.

(3) Late Charge

If any annual Rent or other payment due under this Lease is not received by Lessor within ten (10) days of the due date of such payment, Lessee shall pay, in addition to such payment a late charge equal to the greater of 5% of the payment which is past due or Two Hundred Fifty and No/100 Dollars (\$250.00). If any payment due from Lessee shall remain overdue for more than ten (10) days, interest shall accrue daily on the past due amount from the date such amount was due until paid or judgment is entered at a rate equivalent to the lesser of eighteen (18%) percent per annum or the highest rate permitted by law. Interest on the past due amount shall be in addition to and not in lieu of the five (5%) percent late charge or any other remedy available to Lessor.

3. Utility Charges, Taxes, Document Stamps

(a) Utility Charges

All charges on the premises for all utilities, including but not limited to water, electricity, gas, heat and sewers and for taxes on Lessee's improvements shall be paid by the Lessee within thirty (30) days after date of invoice.

(b) Ad Valorem Taxes

Lessee agrees to pay, within thirty (30) days after presentation unto Lessee by Railway, bills for all special assessments, ad valorem taxes and any other taxes of whatsoever kind or nature levied by the United States of America, State of Florida, any county, municipality or special taxing district organized and existing under the laws of the State of Florida, upon any of the property herein leased on a pro-rated basis. All taxes and special assessments, payable on an annual basis, are to be pro-rated by the parties hereto for the year during which this lease is made, as well as the year in which the same may be terminated.

(c) Document Stamps

Lessee shall pay any necessary documentary stamp taxes required to be affixed to this lease under the laws of the United States of America, the State of Florida, or both.

(d) Sales and Use Tax, Personal Property Tax

Lessee will pay the Florida Sales and Use Taxes levied under Chapter 212.02 F.S., as amended, or other applicable statutes, and shall pay all personal property taxes that may be levied or assessed against the personal property of the Lessee.

4. As Is, Maintenance

The Lessor MAKES NO WARRANTY, REPRESENTATION OR UNDERTAKING, EXPRESSED or implied, to the condition of the Leased Premises for the proposed use and the Lessee, at its sole cost and expense, hereby agrees to put said premises in such condition for its proposed use and to maintain them in their entirety. The property is leased as it currently exists in an AS IS condition and the Lessee, who has inspected the premises prior to entering into this Lease Agreement, accepts the premises as is and shall henceforth be responsible for any and all repairs and maintenance to the Land, Buildings, facilities and improvements located thereon. Lessee shall perform all work required for the preparation of the Leased Premises for occupancy by Lessee, in the absence of any special provision herein contained to the contrary; and Lessee does hereby accept the Leased Premises as now being in fit and Leasable condition for all purposes of Lessee.

Lessee will keep the leased property or premises free and clear of any and all trash, brush and debris of any kind, so as to prevent the trash, brush and debris from becoming dangerous, inflammable or objectionable. Railway shall have no duty to inspect or maintain any the Leased Premises during the term of this lease.

Lessee shall have no claim of any kind or description for damages to goods, wares or merchandise on the Leased Premises from any cause whatsoever, INCLUDING FIRE, STORM, CASUALTY OR ACT OF GOD, NEGLIGENCE OF LESSOR UNLESS CAUSED BY THE WILLFUL OR INTENTIONAL ACTS OF LESSOR.

5. Lessee's Compliance With Law

(a) Zoning and Use Regulation

Lessee will release Railway from any loss, claim or damage which Lessee may sustain arising directly or indirectly by reason of either existing or future zoning or other regulations promulgated by any governmental agency which may adversely affect use by Lessee of the lands hereinabove described. Lessee shall assume all responsibility for procuring or complying with any ordinance, resolution, order, permit, consent or other such regulation, promulgated by any governmental agency whatsoever, for building or otherwise, required for the use of the leased property hereinabove described or for the construction of any facilities upon such leased property, and shall indemnify and hold harmless Railway from any loss, claim or damage suffered by Railway for Lessee's failure to properly and completely perform this responsibility,

(b) Other Regulation

The Lessee shall comply with all federal, state and municipal regulations as to health, safety, zoning, police, nuisance, fire, water, liquid, solid waste and hazardous waste, highways sidewalks and other matters, and with the regulations of all persons or corporations supplying water, gas, heat, electricity or steam on the premises, and shall indemnify the Lessor against all fines, penalties, expense, damages and costs for violation thereof. Lessee is solely responsible for obtaining any and all federal, state and local licenses, permits, or other authority for its use of the premises and shall indemnify and hold harmless Lessor against all fines, penalties, expenses, damage and costs for violation of or failure to comply with any federal, state or local laws or regulations.

6. Hazardous Materials

Lessee will prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials (as hereinafter defined) on, under, in, above, to, or from the Leased Premises except that Hazardous Materials may be used in the Leased Premises as necessary for the customary maintenance of the Leased Premises provided that same are used, stored and disposed of in strict compliance with applicable laws. For purposes of this provision, the term "Hazardous Materials" will mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any federal, state or local laws.

If Lessee's activities at the Leased Premises or Lessee's use of the Leased Premises (a) results in a release of Hazardous Materials that is not in compliance with Applicable Laws or permits issued thereunder; (b) gives rise to any claim or requires a response under common law or Applicable Laws or permits issued thereunder; (c) causes a significant public health effect; or (d) creates a nuisance, then Lessee shall, at its sole cost and expense: (i) immediately provide verbal notice thereof to Lessor as well as notice to Lessor in the manner required by this Lease, which notice shall identify the Hazardous Materials involved and the emergency procedures taken or to be taken; and (ii) promptly take all action in response to such situation required by Applicable Laws, provided that Lessee shall first obtain Lessor's approval of the non-emergency remediation plan to be undertaken.

7. Inspection by Lessor

Lessor shall have the right, at reasonable times and upon reasonable prior notice to Lessee, to enter the Leased Premises, the Land or the Buildings for the purpose of examining and inspecting the condition of the Leased Premises, Land or Buildings and to evaluate Lessee's compliance with the terms and conditions of this Lease.

8. Signs

Lessee shall not place any signs on the Leased Premises, Land or Buildings except with the prior written consent of the Lessor, including consent as to location and design, which may be withheld in Lessor's sole discretion. Any and all such approved signs shall be installed and shall be maintained by Lessee, at its sole cost and expense and shall be in compliance with all Applicable Laws. Lessee shall be responsible to Lessor for the installation, use, or maintenance of said signs and any damage caused thereby. Lessee agrees to remove said sign prior to termination of the Lease and upon such removal to repair all damage incident to such removal.

9. INDEMNIFICATION OF THE PARTIES

A. To the extent allowed by law, and subject to the limitations of Florida State Statutes 768.28, to indemnify, save and hold harmless Railway, its agents, servants and employees from and against all loss, claims, costs charges, expense, suits, damage and judgments, which they may suffer, sustain or in anywise be subjected to, or for which it may be held liable on account of the death, personal injuries, damage or loss to any person or persons, including employees, agents and officers of Railway and of Lessee, directly or indirectly arising out of or on account of the leasing to or use of the property by Lessee; whether due or claimed to be due by the joint negligence of Railway, its employees, agents or servants, or otherwise. In the event that a loss or damage is due to or claimed to be due by the partial negligence of Lessee, then the Lessee's liability for indemnity to the Railway extends only to that portion of negligence, which is attributable to the Lessee. In all cases, the Lessee's liability under this clause will be governed by the limitations and to the extent provided in Section 768.28, Florida Statutes.

B. To the extent allowed by law, and subject to the limitations of Florida Statutes 768.28, to indemnify, save and hold harmless Railway, its agents, servants and employees from and against all loss, claims, costs, charges, expense, suits, damage and judgments, which they

may suffer, sustain or in anywise be subjected to, or for which it may be held liable on account of any loss or damage caused in any manner to any of Lessee's buildings, structures, works and any personal property whatsoever of Lessee, situated, placed, kept or stored on, in or near the property or premises hereby leased, as well as on account of loss or damage to any personal property whatsoever, not owned by Lessee, whether owned by Railway or by others, arising directly or indirectly out of or on account of the leasing to or use by Lessee of the property hereby leased; whether due or claimed to be due by the joint negligence of Railway, its employees, agents or servants or otherwise. In the event that a loss or damage is due to or claimed to be due by the partial negligence of Lessee, then the Lessee's liability for indemnity to the Railway extends only to that portion of negligence, which is attributable to the Lessee. In all cases, the Lessee's liability under this clause will be governed by the limitations and to the extent provided in Section 768.28, Florida Statutes.

C. To the extent allowed by law, and subject to the limitations of Florida Statutes 768.28, to indemnify Railway for all loss, claims, damage, costs and expenses, including attorneys' fees and environmental cleanup costs arising from Lessee's presence upon or use of the leased premises which causes the premises to become contaminated by toxic or hazardous substances or wastes above levels which exceed the allowable levels as set forth in local, state or federal laws and regulations. Railway shall have the right, at reasonable times during the term of this Lease, upon prior notice to Lessee and accompanied by a representative of Lessee (except in cases of emergency) to enter the leased property, including any building or structure that may at any time be on the leased property, for the purpose of examining and inspecting the condition of the leased property and to ensure Lessee's compliance with the terms and conditions of this Lease.

D. Lessee acknowledges that use of Railway's property involves risk of loss or damage. Notwithstanding anything in this agreement to the contrary, Lessee hereby expressly assumes all risks of injury or death to Lessee's employees, contractors, agents and invitees and damage to or destruction of Lessee's property resulting from or arising from Railway's operations, REGARDLESS OF THE SOLE OR JOINT NEGLIGENCE OF RAILWAY. Lessee will defend, indemnify, and save Railway harmless from and against losses from injuries or death to Lessee's employees, contractors, agents and invitees while on Railway's property or seeking ingress or egress from Railway's property leased hereunder and from damage to or destruction of Lessee's property.

10. Purpose of Lease

The premises shall be used only for the purpose of **Beautification**.

11. No Interference with Railway Operations, Reservation of Rights

The Lessee's use and/or maintenance of the Leased Premises shall not in any way, or at any time, interfere with or obstruct the use of the Leased Premises or of the remaining land of the Lessor by the Lessor, its agents, employees, patrons or assigns. The Lessee will not discharge surface water upon the remaining property and railroad tracks of the Lessor and Lessee hereby expressly releases the Lessor from liability for any surface water flowing naturally from the remaining property herein leased. Lessee further agrees not to alter the leased premises so as to cause water to drain or flow onto Lessor's property nor so as to cause an undermining of the adjacent property owned by Lessor.

Lessee shall not have or assert any claim or demand whatsoever for compensation or damages to the Leased Premises or to any improvements now or hereafter erected or property located thereon which may be caused by the operation, maintenance, repair, relocation, or removal of Lessor's railroad or which may be caused by vibration resulting from the operation of said railroad and Lessee releases Lessor from any liability for any such damage.

No right of way, expressed or implied, over remaining property of Lessor for the benefit of the lease premises is granted by this lease agreement other than as set forth above in the definition of the Leased Premises.

It is understood between the parties hereto that Railway reserves unto itself, its successors, permittees, licensees, or other persons, the right to construct and maintain other facilities, including but not limited to pipelines and/or communication cables, over and across the Leased Premises, and further, that Lessee shall take no measures to interfere with the construction or maintenance of said facilities and shall at all times allow ingress and egress to the Leased Premises by said successors, permittees, licensees or other persons provided that such shall not unreasonably interfere with Lessee's use of the Leased Premises.

Lessee acknowledges the fact that the herein leased property may contain fiber optic communication systems, Railway signal and train control cables and other utilities. Prior to any digging or subgrade work on the leased premises, you must call SUNSHINE for utility locations at 1-800-432-4770 and the Railway Signal Department at 904-826-2428 for signal and train control cable locations. Proper notification is required for cable locations and field inspections to protect against damages.

12. Termination

Either party may, in its discretion, for any reason whatsoever, terminate this lease at any time by the giving of 30 days notice to the other party as hereinafter provided.

13. Condition of Premises on Termination

The Lessee shall not mutilate, damage, misuse, or alter, the Leased Premises, but shall keep the same in good condition and repair, and upon the termination hereof deliver them up, in as good condition as they now are in, or may be put in by the Lessor, ordinary wear and tear, and damages by the elements without concurring fault on the part of the Lessee, excepted: any and all repairs, alterations or improvements made on the premises by the Lessor at Lessee's request shall be at Lessee's expense unless otherwise expressly agreed in writing.

Upon the termination or expiration of the Lease, Lessee shall surrender the Leased Premises to Lessor, broom clean and in the same condition as received except for ordinary wear and tear which Lessee was not otherwise obligated to remedy under any provision of this Lease. Lessee shall remove all equipment, materials, works, and personal property ("Lessee's Property") prior to termination or expiration of this Lease. Lessee shall repair, at Lessee's expense, any damage to the Premises or Building caused by the removal of any of Lessee's personal property, including but not

limited to furniture, machinery and equipment. In no event, however, shall Lessee remove any of the following materials or equipment without Lessor's prior written consent: any power wiring or power panels; lighting or lighting fixtures; millwork and cabinetry; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners, or any other heating or air conditioning equipment; fencing or security gates; plumbing fixtures, water fountains; or other similar building operating equipment and decorations. If Lessee fails to remove Lessee's Property, at Lessor's option such Lessee's Property will become the property of Lessor or at Lessor's option, may cause removal of the same from the hereby leased property or premises and/or storage thereof, and storage of any of Lessee's property and property of others placed by or with Lessee's permission or sufferance on the hereby leased property or premises. The reasonable cost or expense of removal and/or storage of any equipment, materials, works or personal property shall be paid by Lessee to Lessor forthwith upon demand for same.

14. Lessee Improvements

Lessee agrees not to erect or cause to be erected any building or other structure, or any material addition to existing buildings or structures on the leased premises or any other improvements without first obtaining the approval in writing by Railway of the location, material and construction of the same, such approval by Railway not to be unreasonably withheld.

Lessee will not make or allow to be made any alterations in or to the Leased Premises without first obtaining the written consent of Lessor, which consent may be granted or withheld in Lessor's sole discretion. Lessor may require Lessee to provide demolition and/or lien and completion bonds in form and amount satisfactory to Lessor. All Lessee alterations will be accomplished in a good and workmanlike manner at Lessee's sole expense, in conformity with all Applicable Laws by a licensed and bonded contractor approved in advance by Lessor, such approval of contractor not to be unreasonably withheld or delayed. All contractor's performing alterations in the Leased Premises shall carry workers' compensation insurance, commercial general liability insurance, automobile insurance and excess liability insurance in amounts reasonably acceptable to Lessor and shall deliver a certificate of insurance evidencing such coverages to Lessor prior to commencing work in the Leased Premises. Upon completion of any such work, Lessee shall provide Lessor with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials. Any Lessee alterations to the Leased Premises made by or installed by either party hereto will remain upon and be surrendered with the Leased Premises and become the property of Lessor upon the expiration or earlier termination of this Lease without credit to Lessee; provided, however, Lessor, at its option, may require Lessee to remove any additions and/or repair any alterations to restore the Leased Premises to the condition existing at the time Lessee took possession, with all costs of removal, repair, restoration, or alterations to be borne by Lessee. This clause will not apply to moveable equipment, furniture or moveable trade fixtures owned by Lessee, which may be removed by Lessee at the end of the Lease Term if Lessee is not then in default and if such equipment and furniture are not then subject to any other rights, liens and interests of Lessor. Lessee will have no authority or power, express or implied, to create or cause any construction lien or mechanics' or materialmen's lien or claim of any kind against the Leased Premises or any portion thereof or any Railway property. Lessee will promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after request by Lessor, and will indemnify Lessor against losses arising out of any such claim including, without limitation, legal fees and court

costs. NOTICE IS HEREBY GIVEN THAT LESSOR WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO LESSEE, OR TO ANYONE HOLDING THE PREMISES THROUGH OR UNDER LESSEE, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF LESSOR IN THE PREMISES. LESSEE WILL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR ENGAGED BY LESSEE PROVIDING LABOR, SERVICES OR MATERIAL TO THE PREMISES.

15. Assignment

Lessee will not assign this Lease, in whole or in part, or sublease the Leased Premises, in whole or in part, without the prior written consent of Lessor, which consent will not be unreasonably withheld, subject to Lessor's right of recapture set forth below, and in no event will Lessee be released from any obligation or liability under this Lease following any such assignment or sublease. No sublessee of the Leased Premises or any portion thereof, may further assign or sublease its interest in the Leased Premises or any portion thereof. All legal fees and expenses incurred by Lessor in connection with the review by Lessor of Lessee's requested assignment or sublease pursuant to this Section, together with any legal fees and disbursements incurred in the preparation and/or review of any documentation, will be paid by Lessee within thirty (30) days of invoice for payment thereof, as additional rent. If the rent due and payable by any assignee or sublessee under any permitted assignment or sublease exceeds the Rent payable under this Lease for such space, Lessee will pay to Lessor all such excess rent and other excess consideration within ten (10) days following receipt thereof by Lessee.

Within fifteen (15) days after Lessor's receipt of Lessee's request for Lessor's consent to a proposed assignment or sublease, excluding any assignment or sublease to an affiliate of Lessee, Lessor shall have the right to require Lessee to reconvey to Lessor that portion of the Premises which Lessee is seeking to assign or sublet. Lessee shall reconvey that portion of the Premises in consideration of Lessor's release of Lessee from all future Rent and other obligations, which would not otherwise survive termination of the Lease, with respect to the portion of the Premises so reconveyed. Any such reconveyance shall be evidenced by an agreement reasonably acceptable to Lessor and Lessee in form and substance.

16. Care Around Tracks

Lessee shall adopt, monitor and enforce reasonable rules and regulations for the conduct of Lessee's employees, patrons, agents and contractors (including employees thereof) or any other persons using said premises to protect them from injury while on, about or near any track on or adjoining the Leased Premises.

17. Destruction or Damage to Leased Premises

If the Premises are at any time damaged or destroyed in whole or in part by fire, casualty or other causes, Lessor shall have sixty (60) days from such damage or destruction to determine in its sole discretion and inform Lessee whether Lessor will restore the Premises to substantially the condition that existed immediately prior to the occurrence of the casualty. If Lessor

determines not to restore the Leased Premises, it will notify Lessee and Lessee's sole remedy shall be to terminate the Lease upon prior written notice to Lessor. If Lessor elects to rebuild, Lessor shall complete such repairs to the extent of insurance proceeds within one hundred and eighty (180) days from the end of the sixty (60) day period. If such repairs have not been completed within that 180-day period, and Lessee desires to terminate the Lease as a result thereof, then Lessee must notify Lessor prior to Lessor's completion of the repairs of Lessee's intention to terminate this Lease. Lessor shall then have ten (10) days after Lessor's receipt of written notice of Lessee's election to terminate to complete such repairs (as evidenced by a certificate of completion). If Lessor does complete such repairs prior to the expiration of such ten-day cure period, Lessee shall have no such right to terminate this Lease. Lessee shall, upon substantial completion by Lessor, promptly and diligently, and at its sole cost and expense, repair and restore any improvements to the Leased Premises made by Lessee to the condition which existed immediately prior to the occurrence of the casualty. If, in Lessor's reasonable estimation, the Leased Premises cannot be restored within two hundred forty (240) days of such damage or destruction, then either Lessor or Lessee may terminate this Lease as of a date specified in such notice, which date shall not be less than thirty (30) nor more than sixty (60) days after the date such notice is given. Subsequent to Lessor's determination to restore the Leased Premises, and until the restoration of the Premises is complete, there shall be an abatement or reduction of the Rent in the same proportion that the square footage of the Leased Premises so damaged or destroyed and under restoration bears to the total square footage of the Leased Premises, unless the damaging event was caused by the negligence or willful misconduct of Lessee, its employees, officers, agents, licensees, invitees, visitors, customers, concessionaires, assignees, sub Lessees, contractors or subcontractors, in which event there shall be no such abatement.

18. Default

18.1 DEFAULT. The following will be events of default by Lessee under this Lease:

(a) Failure to pay when due any installment of Rent or any other payment required pursuant to this Lease;

(b) The filing of a petition for bankruptcy or insolvency under any applicable federal or state bankruptcy or insolvency law; an adjudication of bankruptcy or insolvency or an admission that it cannot meet its financial obligations as they become due, or the appointment of a receiver or trustee for all or substantially all of the assets of Lessee; the foregoing shall also apply to all Guarantors;

(c) A transfer in fraud of creditors or an assignment for the benefit of creditors, whether by Lessee or any Guarantor;

(d) Any act which results in a lien being filed against the Leased Premises, the Land, Buildings;

(e) The liquidation, termination or dissolution of Lessee or any Guarantor, or, if Lessee or any Guarantor is a natural person, the death of Lessee or such Guarantor;

(f) Failure to cure any non-monetary provision of this Lease within 20 days after written notice thereof to Lessee.

18.2 REMEDIES. In the event of any default hereunder by Lessee, then without prejudice to any other rights which it has pursuant to this Lease or at law or in equity, the Lessor shall have the following rights and remedies, which are cumulative and not alternative:

(a) Lessor may terminate this Lease by notice to Lessee and retake possession of the Premises for Lessor's account. Lessee shall then quit and surrender the Premises to Lessor. Lessee's liability under all of the provisions of this Lease shall continue notwithstanding any expiration and surrender, or any re-entry, repossession, or disposition hereunder, including to the extent legally permissible, payment of all Rent and other charges until the date this Lease would have expired had such termination not occurred. If Lessor so elects, Rent shall be accelerated and Lessee shall pay Lessor damages in the amount of any and all sums that would have been due for the remainder of the Term.

(b) Lessor may enter the Premises as agent of the Lessee to take possession of any property of the Lessee on the Premises, to store such property at the expense and risk of the Lessee or to sell or otherwise dispose of such property in such manner as the Lessor may see fit without notice to the Lessee. Re-entry and removal may be effected by summary dispossession proceedings, by any suitable action or proceeding, or otherwise. Lessor shall not be liable in any way in connection with its actions pursuant to this section, to the extent that its actions are in accordance with law.

(c) Lessor may relet all or any part of the Premises for all or any part of the unexpired portion of the Term of this Lease or for any longer period, and may accept any Rent then attainable; grant any concessions of Rent, and agree, at Lessee's expense, to paint or make any special repairs, alterations, and decorations for any new Lessee as it may deem advisable in its sole and absolute discretion. Lessor shall be under no obligation to relet or to attempt to relet the Premises greater than that imposed by law.

(d) Lessor may remedy or attempt to remedy any default of the Lessee under this Lease for the account of the Lessee and to enter upon the Premises for such purposes. No notice of the Lessor's intention to perform such covenants need to be given the Lessee unless expressly required by this Lease. The Lessor shall not be liable to the Lessee for any loss or damage caused by acts of the Lessor in remedying or attempting to remedy such default and the Lessee shall pay to the Lessor all expenses incurred by the Lessor in connection with remedying or attempting to remedy such default. Any expenses incurred by Lessor shall accrue interest from the date of payment by Lessor until repaid by Lessee at the highest rate permitted by law.

18.3 COSTS.

Lessee shall pay to Lessor on demand all costs incurred by Lessor, including attorneys' fees and costs, (whether incurred in preparation for or at trial, on appeal, or in bankruptcy), incurred by Lessor in enforcing any of the obligations of Lessee under this Lease. In addition, upon any default by Lessee, Lessee shall also be liable to Lessor for the expenses to which Lessor may be put in re-entering the Premises, reletting the Premises and putting the Premises into the condition

necessary for such reletting (including attorneys' fees and disbursements, marshal's fees, and brokerage fees, in so doing), and any other expenses reasonably incurred by Lessor.

18.4 WAIVER.

No delay or omission by Lessor in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

18.5 DEFAULT BY LESSOR.

In the event of any default by Lessor of any material term of this Lease, Lessee will give Lessor written notice specifying such default with particularity, and Lessor shall have a period of thirty (30) days following the date of such notice in which to commence the appropriate cure of such default. Unless and until Lessor fails to commence and diligently pursue the appropriate cure of such default after such notice or complete same within a reasonable period of time, Lessee shall not have any remedy or cause of action by reason thereof. Notwithstanding any provision of this Lease, Lessor shall not at any time have any personal liability under this Lease, and Lessee's sole remedy with respect thereto shall be termination of the Lease.

19. Hold Over

In addition to and not limiting any other rights or remedies which Lessor may have on account of Lessee holding over without written consent of Lessor, Lessee shall pay to Lessor any and all direct and consequential damages incurred by Lessor on account of such unapproved holding over including claims by Lessees entitled to future possession.

20. Condemnation

If the property or any part thereof wherein the demised premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this lease, at the option of the Lessor, shall forthwith terminate and the Lessee shall have no claim or interest in or to any award of damages for such taking.

21. Quiet Enjoyment

If Lessee pays the rent and all other charges and fully performs all of its obligations under this Lease, Lessee shall be entitled to peaceful and quiet enjoyment of the Premises for the full Term without interruption or interference by Lessor or any person claiming through Lessor.

22. No Waiver or Modification

None of the provisions hereof shall be waived or modified, except by mutual agreement, in writing, and no alleged verbal or written inducement prior to execution nor subsequent verbal waiver, or modification, shall be binding under any circumstances. Further, that this lease constitutes the entire understanding of the parties and that neither the failure of the Lessor to enforce

each and every provision, nor any course of conduct by the Lessor shall be considered as a waiver of these provisions.

23. Successors and Assigns

The provisions hereof shall be binding upon and inure to the benefit of the successor, executors, administrators and permitted assigns of the respective parties.

24. Special Notice Regarding Radon Gas

Lessee is hereby notified, in accordance with Section 404.056(8), Florida Statutes, that Radon Gas is a naturally occurring radioactive gas that, when accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of Radon that exceed federal and state guidelines have been found in buildings in the State of Florida. Lessee is further notified that additional information regarding Radon Gas, and the testing for Radon Gas, may be obtained from the Public Health Units of the various counties.

25. Restrictions

Lessee agrees that no plants, shrubbery, trees or other vegetation that would obstruct the view of motor vehicles or train crews using a crossing at grade, or interfere with the operation of trains, will be placed on the above described property; in addition to the above restriction, no plants, shrubbery, trees or other vegetation having a height of more than two (2) feet will be placed within two hundred and fifty (250) feet of any at grade street crossing, and if such vegetation exceeds two (2) feet in height, the Railway may trim such vegetation to a two (2) foot height at Lessee's expense; that said plants, shrubbery, trees or other vegetation shall be trimmed by the Lessee so as to maintain this distance from the centerline of the nearest track of twenty-five (25) feet and if such vegetation is closer than twenty-five (25) feet from the centerline of the nearest track, the Railway may trim or remove such vegetation so that no vegetation is within twenty-five (25) feet of the centerline of the nearest track at Lessee's expense. However, this restriction in no way limits the indemnification provisions of this Lease as set forth in Paragraphs 8 and 9 hereof. Also, no plants, shrubbery, trees or other vegetation of a hazardous nature that might produce injury to any person coming in contact with said plants, shrubbery, trees or other vegetation will be placed upon said property of Railway by the Lessee. The placement of any wells by the Lessee on the property of the Railway is strictly prohibited.

26. Notices

Any notice to be given or to be served upon any party hereunder, in connection with this lease, must be in writing and must be given by certified or registered mail and shall be deemed to have been given and received when a certified or registered letter, containing such notice, properly addressed, with postage prepaid, is deposited in the U.S. Mail; or, if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be addressed to the parties herein at the following addresses:

TO LESSEE: City of Stuart
121 S. W. Flagler Avenue
Stuart, Florida 34993-2172

This lease shall be governed by the laws of the State of Florida.

28. Cancel and Supersede

This agreement cancels and supersedes that certain Lease Agreement dated November 10, 2000 by and between the parties hereto dated, covering the lease of space hereinabove described.

29. Illegality

If any provision of this Lease shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

////////////////////////////////////

IN WITNESS WHEREOF, the parties have hereto set their names and seals this 24th day of October 2005.

Signed, sealed and delivered

in the presence of:

Mary G. Shianuly
Witness as to Railway
Paula G. Tate
Witness as to Railway

**FLORIDA EAST COAST RAILWAY,
L.L.C. A Limited Liability Company**

By: [Signature] (SEAL)
J. D. McPherson, President and COO

Attest: Theresa W. Layno
Assistant Secretary

Date of Execution: 10/24/05

CITY OF STUART
a Municipal Corporation of the
State of Florida

✓ Mary G. Shianuly
Witness as to Industry

✓ (Print Name) MARY A. Shianuly

✓ Patsey Adams
Witness as to Industry

✓ (Print Name) PATSEY Adams

✓ By: Michael J. Mortell (SEAL)
Mayor

✓ (Print Name) Michael J. Mortell

✓ Attest: Cheryl White
City Clerk

✓ (Print Name) Cheryl White

✓ Date of Execution: October 10, 2005





City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Telephone (772) 288-5306
Fax (772) 288-5305

City Clerk's Office

Cherie White, City Clerk

cwhite@ci.stuart.fl.us

October 17, 2005

Florida East Coast Railway
Att: M.O. Mike Bagley
One Malaga Street
P.O. Box 1048
St Augustine, Florida 32085-1048

REFERENCE: City of Stuart Lease of Space for Beautification –Mile Post 261+2029

Please find enclosed (2) two original "Lease Agreements" as well as the documentation you have requested for the named lease above. I have also enclosed the 2006 Annual Lease Payment of \$15,000.00. Once fully executed by FEC kindly return one to my attention, in which I have enclosed my business card for contact information to this matter.

Should you have any questions or need further information, please do not hesitate to call me at 772-288-5306.

Respectfully,

Cheryl White, CMC
City Clerk

Enc

M.O. "Mike" Bagley
Director
Industrial Development & Real Estate

October 24, 2005
File: 261-21-2-1

STUART: Lease of Space for Beautification, Parking & Drainage – Mile Post 261 + 2069'

Ms. Cheryl White
City Clerk
City of Stuart
121 S. W. Flagler Avenue
Stuart, Florida 34994

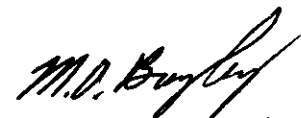
Dear Ms. White:

This is in reference to above-mentioned Lease Agreement with Railway.

Enclosed for your file is fully executed Lease Agreement to cover, effective November 10, 2005.

Please be advised several communications companies have installed a fiber optic communications system within the leased area and prior to digging or subgrade work on the leased premises, you must call "SUNSHINE" at 1-800-432-4770, in order that the said companies will be properly notified and in turn can locate cables and protect against damages.

Sincerely yours,



Michael O. Bagley, Director
Industrial Development & Real Estate

/a
Enclosure

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/13/2005

PRODUCER

Serial # 100388

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

CITY OF STUART
TRICO
C/O EMPLOYERS MUTUAL, INC.
700 CENTRAL PARKWAY, STUART, FL 34994

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: QUALIFIED SELF-INSURER
INSURER B: CONTINENTAL CASUALTY
INSURER C: LEXINGTON, AXIS, NUTMEG, TRADERS & PACIFIC
INSURER D: ESSEX, LANDMARK, JAMES RIVER SPECIALTY
INSURER E: ARCH, WESTCHESTER

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 POLICES 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 LTR	ADD'L NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO JECT ☐ LOC	COVERAGE IS AFFORDED IN ACCORDANCE WITH F.S.768.28	06/01/05	06/01/06	EACH OCCURRENCE \$ 100/200 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A		AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	COVERAGE IS AFFORDED IN ACCORDANCE WITH F.S.768.28	06/01/05	06/01/06	COMBINED SINGLE LIMIT (Ea accident) \$ 100/200 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	W128587497B	04/01/05	04/01/06	☒ WC STATUTORY LIMITS ☐ OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
C		REAL & PERSONAL PROPERTY INCL. EDP & MOBILE EQUIP & AUTOS	VARIOUS	06/01/05	06/01/06	\$789,360,298 SCHEDULED LIMIT SPECIAL FORM, REPLACEMENT COST EX AUTO @ ACV, \$1000 DED.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
RE: REAL ESTATE LEASE.

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED TO THE EXTENT PERMITTED BY F.S. 768.28; HOWEVER, IN THE EVENT OF AN OCCURRENCE INVOLVING BOTH PARTIES THE INDICATED LIMITS WILL NOT BE INCREASED.

CERTIFICATE HOLDER

FLORIDA EAST COAST RAILWAY, LLC
ONE MALAGA STREET
ST. AUGUSTINE, FL 32084

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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

Marsha Hufstetter

CITY OF STUART
CITY CLERKS OFFICE

OCT 17 2005

CD #LR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/13/2005

PRODUCER Serial # 100388

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
CITY OF STUART
TRICO
C/O EMPLOYERS MUTUAL, INC.
700 CENTRAL PARKWAY, STUART, FL 34994

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: QUALIFIED SELF-INSURER
INSURER B: CONTINENTAL CASUALTY
INSURER C: LEXINGTON, AXIS, NUTMEG, TRADERS & PACIFIC
INSURER D: ESSEX, LANDMARK, JAMES RIVER SPECIALTY
INSURER E: ARCH, WESTCHESTER

COVERAGES

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INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	COVERAGE IS AFFORDED IN ACCORDANCE WITH F.S.768.28	06/01/05	06/01/06	EACH OCCURRENCE \$ 100/200 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
			LIMITS ARE PER CLAIMANT /	PER CLAIM		
A		AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	COVERAGE IS AFFORDED IN ACCORDANCE WITH F.S.768.28	06/01/05	06/01/06	COMBINED SINGLE LIMIT (Ea accident) \$ 100/200 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			LIMITS ARE PER CLAIMANT /	PER CLAIM		
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	W128587497B	04/01/05	04/01/06	☒ WC STATUTORY LIMITS ☐ OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
C		REAL & PERSONAL PROPERTY INCL. EDP & MOBILE EQUIP & AUTOS	VARIOUS	06/01/05	06/01/06	\$789,360,298 SCHEDULED LIMIT SPECIAL FORM, REPLACEMENT COST EX AUTO @ ACV, \$1000 DED.

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

RE: REAL ESTATE LEASE.

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED TO THE EXTENT PERMITTED BY F.S. 768.28; HOWEVER, IN THE EVENT OF AN OCCURRENCE INVOLVING BOTH PARTIES THE INDICATED LIMITS WILL NOT BE INCREASED

CERTIFICATE HOLDER

FLORIDA EAST COAST RAILWAY, LLC
ONE MALAGA STREET
ST. AUGUSTINE, FL 32084

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER. FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY ON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Marsha Huffman

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SEP 09 2005



M.O. "Mike" Bagley
Director
Industrial Development & Real Estate

September 7, 2005
File: 261-21-2-1

STUART: Lease of Space for Beautification – Mile Post 261 + 2029''

Mr. David Collier
City Manager
City of Stuart
121 S. W. Flagler Avenue
Stuart, Florida 34994

188859

Dear Mr. Collier:

As part of the Railway's ongoing Lease review and revision program, rentals for Railway's property are periodically amended to reflect changing economic conditions. Additionally, new terms and conditions are added to reflect the changing needs of the customer and the Railway. Accordingly, a new lease is being forwarded to you to include a new annual rental charge in the amount of \$15,000.00 effective November 10, 2005.

Enclosed for your handling for execution are duplicate originals of Lease Agreement to cover. Kindly handle for execution in accordance with instructions attached to the agreements, returning the duplicate originals to this office for completion, after which one fully executed agreement will be returned to you for your file.

Please contact me if you have any questions. Your prompt handling and return are requested.

Sincerely Yours,

Michael O. Bagley, Director
Industrial Development & Real Estate

/a
Enclosures

Cc: Ms. Bonnie Seyle
Mrs. Christie Stewart



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

RESOLUTION NUMBER 135-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A THREE YEAR REAL ESTATE LEASE AGREEMENT FOR LEASE OF SPACE FOR BEAUTIFICATION, PARKING AND DRAINAGE TO THE BLANKET UTILITY LICENSE WITH FLORIDA EAST COAST RAILWAY, L.L.C. (FEC) DATED AUGUST 7, 1996 AND AMENDED ON JUNE 22, 2000 AND TO FURTHER AMEND BY INCREASING THE BASE RENTAL FOR THREE YEARS STARTING NOVEMBER 10, 2006 IN THE AMOUNT OF \$15,750.00; NOVEMBER 10, 2007 IN THE AMOUNT OF \$17,000.00 AND NOVEMBER 10, 2008 IN THE AMOUNT OF \$19,050.00; SUBSEQUENT TO REVIEW AND APPROVAL BY THE CITY ATTORNEY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

SECTION 1: The Mayor and City Clerk are hereby authorized and directed to execute a three year real estate lease agreement for lease of space for Beautification, Parking and Drainage to the Blanket Utility License with Florida East Coast Railway, L.L.C. (FEC) dated August 7, 1996 and amended on June 22, 2000 and to further amend by increasing the base rental for three years starting November 10, 2006 in the amount of \$15,750.00; November 10, 2007 in the amount of \$17,000.00 and November 10, 2008 in

Res. 135-06

the amount of \$19,050.00; subsequent to review and approval by the City Attorney. A copy of the Amendment is on file in the office of the City Clerk.

SECTION 2: This resolution shall take effect upon adoption.

ADOPTED this 14th day of August, 2006.

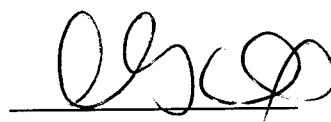
Commissioner Mortell offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner Christie and upon being put to a roll call vote, the vote was as follows:

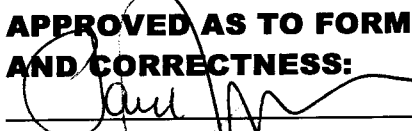
**CAROL S. WAXLER, MAYOR
MARY HUTCHINSON, VICE MAYOR
MICHAEL MORTELL, COMMISSIONER
JEFFREY KRAUSKOPF, COMMISSIONER
JAMES A. CHRISTIE, COMMISSIONER**

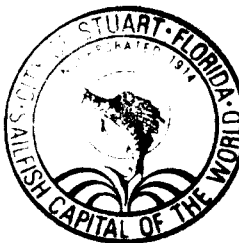
YES	NO	ABSENT
✓		
✓		
✓		✓
✓		

ATTEST:

**CHERYL WHITE
CITY CLERK**


**CAROL S. WAXLER
MAYOR**

**APPROVED AS TO FORM
AND CORRECTNESS:**

**PAUL J. NICOLETTI
CITY ATTORNEY**



**Cheryl A. White
City Clerk**

M.O. "Mike" Bagley
Director
Industrial Development & Real Estate

July 20, 2006
File: 261-21-2-1

STUART: Lease of Space for Beautification, Parking and Drainage – Mile Post 261 + 2069'

Ms. Cheryl White
City Clerk
City of Stuart
121 S. W. Flagler Avenue
Stuart, Florida 34994

Dear Ms. White:

This has reference to that certain agreement dated November 10, 2005 covering lease of Railway's property as captioned above.

As you no doubt are aware, the property values along the east coast of Florida have appreciated rapidly. Our review of your lease rates reflects that the rates are not reflective of the current market. We do recognize some inherent benefits from your lease of Railway's property that are factored into the lease rate, however, our lease rates must be adjusted to bring them closer to current values. We also recognize the need to budget for increases in rent rates, as it is not easy to absorb major adjustments in one year.

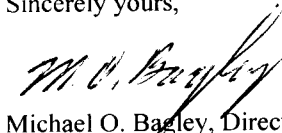
Even though our standard agreements are renewable annually subject to a 30-day notice of cancellation, we are willing to offer phased adjustments in rental if the agreement continues to be renewed each year over the next three year period to give you the ability to budget for these rent increases. In addition to our review of valuation issues, we have recently updated our standard lease form.

Accordingly, attached are duplicate originals of the new lease that include new base annual rental charges as set forth below.

<u>Effective Date</u>	<u>Base Rental</u>
November 10, 2006	\$15,750.00
November 10, 2007	\$17,000.00
November 10, 2008	\$19,050.00

The new agreement will commence on the effective date as referenced above and will supercede your prior agreement referenced in paragraph one above. Your prompt handling to secure execution and return of both originals of the agreement to the undersigned at One Malaga Street, St. Augustine, Florida 32085 is appreciated. Once executed by the Railway one executed original agreement will be returned for your file.

Sincerely yours,



Michael O. Bagley, Director
Industrial Development & Real Estate

MOB/a
Enclosure

Cc: Ms. Bonnie Seyle

Ph: (904) 826-2269 · Fax: (904) 826-2322
One Malaga Street · P. O. Box 1048 · St. Augustine, FL · 32085-1048

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

Meeting Date: August 14, 2006 Prepared by: Mary Nash

Resolution No. 135-06

Title of Item:

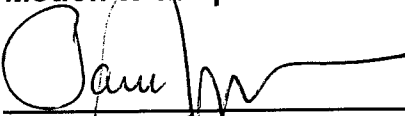
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A THREE YEAR REAL ESTATE LEASE AGREEMENT FOR LEASE OF SPACE FOR BEAUTIFICATION, PARKING AND DRAINAGE TO THE BLANKET UTILITY LICENSE WITH FLORIDA EAST COAST RAILWAY, L.L.C. (FEC) DATED AUGUST 7, 1996 AND AMENDED ON JUNE 22, 2000 AND TO FURTHER AMEND BY INCREASING THE BASE RENTAL FOR THREE YEARS STARTING NOVEMBER 10, 2006 IN THE AMOUNT OF \$15,750.00; NOVEMBER 10, 2007 IN THE AMOUNT OF \$17,000.00 AND NOVEMBER 10, 2008 IN THE AMOUNT OF \$19,050.00; SUBSEQUENT TO REVIEW AND APPROVAL BY THE CITY ATTORNEY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

See attached Resolution 135-06 and Real Estate Lease

Recommended Action:

Motion to adopt resolution 135-06.



PAUL J. NICOLETTI/
CITY ATTORNEY

8-9-06

DATE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YY) 09/01/2006													
PRODUCER EMPLOYERS MUTUAL, INC. 700 CENTRAL PARKWAY STUART, FL 34994		Serial # 100763		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 CITY OF STUART TRICO C/O EMPLOYERS MUTUAL, INC. 700 CENTRAL PARKWAY, STUART, FL 34994		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC#</th> </tr> <tr> <td>INSURER A: QUALIFIED SELF-INSURER</td> <td></td> </tr> <tr> <td>INSURER B: CONTINENTAL CASUALTY</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>				INSURERS AFFORDING COVERAGE	NAIC#	INSURER A: QUALIFIED SELF-INSURER		INSURER B: CONTINENTAL CASUALTY		INSURER C:		INSURER D:		INSURER E:			
INSURERS AFFORDING COVERAGE	NAIC#																		
INSURER A: QUALIFIED SELF-INSURER																			
INSURER B: CONTINENTAL CASUALTY																			
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 POLICES 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	ADDTL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS													
A	INSRD	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	COVERAGE IS AFFORDED IN ACCORDANCE WITH F.S.768.28 LIMITS ARE PER CLAIMANT /	06/01/06 PER CLAIM	06/01/07	EACH OCCURRENCE	\$ 100/200												
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$												
						MED EXP (Any one person)	\$												
						PERSONAL & ADV INJURY	\$												
A	INSRD	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	COVERAGE IS AFFORDED IN ACCORDANCE WITH F.S.768.28 LIMITS ARE PER CLAIMANT /	06/01/06 PER CLAIM	06/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 100/200												
						BODILY INJURY (Per person)	\$												
						BODILY INJURY (Per accident)	\$												
						PROPERTY DAMAGE (Per accident)	\$												
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT	\$												
						OTHER THAN AUTO ONLY: EA ACC AGG	\$												
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$												
						AGGREGATE	\$												
							\$												
							\$												
B		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	W-128587497C	04/01/06	04/01/07	☒ WC STATUTORY LIMITS ☐ OTHER													
		EL EACH ACCIDENT				\$ 1,000,000													
		EL DISEASE - EA EMPLOYEE				\$ 1,000,000													
		EL DISEASE - POLICY LIMIT				\$ 1,000,000													
OTHER																			
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS RE: LEASE OF MILE POST 260+2992 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED TO THE EXTENT PERMITTED BY F.S. 768.28; HOWEVER, IN THE EVENT OF AN OCCURRENCE INVOLVING BOTH PARTIES THE INDICATED LIMITS WILL NOT BE INCREASED.																			
CERTIFICATE HOLDER DIRECTOR OF INDUSTRIAL DEVELOPMENT & REAL ESTATE FLORIDA EAST COAST RAILWAY, LLC P.O. BOX 1048 (ONE MALAGA STREET) ST. AUGUSTINE, FL 32085- 1048				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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 															

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

M.O. "Mike" Bagley
Director
Industrial Development & Real Estate

August 18, 2006
File: 261-21-2-1

STUART: Lease of Space for Beautification, Parking & Drainage – MP 261 + 2069'

Ms. Cheryl White
City Clerk
City of Stuart
121 S. W. Flagler Avenue
Stuart, FL 34994

Dear Ms. White:

Duplicate originals of our Lease Agreement to cover the above captioned area were forwarded to you on July 20, 2006, with effective date of November 10, 2006.

To date, we still have not received the executed originals of the Lease Agreement or any reply as to the delay. Early return of the executed agreement would be appreciated.

Would appreciate your cooperation in this matter. If you have any questions, please do not hesitate contacting my office.

Sincerely yours,



M. O. Bagley, Director
Industrial Development & Real Estate

AUG 26 2006

MOB/kp

REAL ESTATE LEASE

The Real Estate Lease ("Lease") is made as of this 10th day of November, 2006, by and between Florida East Coast Railway, L.L.C.; a Florida limited liability company having an address of One Malaga Street, St. Augustine, Florida 32084 (Railway "Railway") and **CITY OF STUART**, a Municipal corporation, whose business address is 121 S. W. Flagler Avenue, Stuart, Florida 34994, ("Lessee")

1. **Leased Premises:** Railway hereby leases to Lessee and Lessee hereby leases from Railway under the terms and conditions set forth in this Lease, the following described property:

PARCEL #1: Begin at a point on Railway's easterly Right-of-Way line being 2066 feet, more or less, southerly of Railway's Mile Post 261; thence run southeasterly along said easterly Right-of-Way line for a distance of 220 feet to a point on the northerly line of Second Street; thence run southwesterly along said line of Second Street a distance of 25 feet, more or less; thence run northeasterly on a line parallel to Railway's easterly Right-of-Way line a distance of 220 feet, more or less; thence run southeasterly a distance of 25 feet, more or less, to the Point of Beginning.

PARCEL #2: Begin at the intersection of Railway's easterly Right-of-Way line with the centerline of Second Street being 2292 feet, more or less, south of Railway's Mile Post 261; thence proceed southeasterly along Railway's easterly Right-of-Way line a distance of 250 feet; thence proceed at a right angle southwesterly a distance of 25 feet to a point; thence proceed northwesterly on a line parallel to Railway's easterly Right-of-Way line a distance of 250 feet, more or less; thence proceed northeasterly along said centerline of Second Street to the Point of Beginning; excepting that portion of said Parcel #2 lying within the Right-of-Way of Second Street.

PARCEL #3: Commence at the intersection of Railway's easterly Right-of-Way line with the centerline of Second Street, being 2292 feet, more or less, south of Railway's Mile Post 261; thence proceed southeasterly along Railway's easterly Right-of-Way line a distance of 250 feet to a Point of Beginning; thence proceed southeasterly along said easterly Right-of-Way line a distance of 514 feet, more or less; thence proceed southwesterly at right angles a distance of 25 feet; thence proceed northwesterly parallel to said easterly Right-of-Way line a distance of 514 feet, more or less; thence proceed northeasterly a distance of 25 feet, more or less, to the Point of Beginning.

PARCEL #4: Commence at the intersection of Railway's easterly Right-of-Way line with the centerline of Second Street being 2292 feet, more or less, south of Railway's Mile Post 261; thence proceed southeasterly along Railway's easterly Right-of-Way line a distance of 764 feet, more or less, to a Point of Beginning; thence proceed southeasterly along said easterly Right-of-Way line to the centerline of Colorado Avenue; thence proceed along said centerline of Colorado Avenue to a point which is 25 feet, more or less, distant from the centerline of Railway's main track; thence proceed northwesterly parallel to said easterly Right-of-Way line a distance of 250 feet, more or less; thence proceed northeasterly a distance of 25 feet, more or less, to the Point of Beginning. Excepting therefrom that portion of Parcel #4 lying within the Right-of-Way of Colorado Avenue.

PARCEL #5: begin at the intersection of Railway's westerly Right-of-Way line with the centerline of Second Street being 2292 feet, more or less, south of Railway's Mile Post No. 261; thence proceed southeasterly along Railway's westerly Right-of-Way line a distance of 250 feet; thence proceed at a right angle northeasterly a distance of 12.5 feet to a point; thence proceed northwesterly on a line

parallel to Railway's westerly Right-of-Way line a distance of 250 feet, more or less; thence proceed southwesterly along said centerline of Second Street to the Point of Beginning.

PARCEL #6: Commence at the intersection of Railway's westerly Right-of-Way line with the centerline of Second Street being 2292 feet, more or less, south of Railway's Mile Post 261; thence proceed southeasterly along Railway's westerly Right-of-Way line a distance of 250 feet to a Point of Beginning; thence proceed southeasterly along said westerly Right-of-Way line a distance of 514 feet, more or less; thence proceed northeasterly at right angles a distance of 12.5 feet; thence proceed northwesterly parallel to said westerly Right-of-Way line a distance of 514 feet; thence proceed southwesterly a distance of 12.5 feet, to the Point of Beginning.

PARCEL #7: Commence at the intersection of Railway's westerly Right-of-Way line with the centerline of Second Street being 2292 feet, more or less, south of Railway's Mile Post 261; thence proceed southeasterly along Railway's westerly Right-of-Way line a distance of 764 feet, more or less, to a Point of Beginning; thence proceed southeasterly along said westerly Right-of-Way line to the centerline of Colorado Avenue; thence proceed along said centerline of Colorado Avenue to a point which is 25 feet distance from the centerline of Railway's main track; thence proceed northwesterly parallel to said westerly Right-of-Way line a distance of 250 feet; thence proceed southwesterly a distance of 12.5 feet to the Point of Beginning. Excepting therefrom that portion of Parcel #7 lying within the Right-of-Way of Colorado Avenue.

PARCEL #8: Begin at a point on Railway's easterly Right-of-Way line being 1471 feet, more or less, southerly of Railway's Mile Post 261; thence run southerly along said easterly Right-of-Way line for a distance of 576 feet to a point 220 feet north of the northerly line of Second Street; thence run southwesterly a distance of 25 feet, more or less; thence run northwesterly on a line parallel to Railway's easterly Right-of-Way line a distance of 597 feet, more or less; thence run northerly a distance of 28 feet, more or less, to the Point of Beginning.

PARCEL #9: Begin at the intersection of Railway's easterly Right-of-Way line with the south bank of the St. Lucie River being 6 feet, more or less, south of Railway's Mile Post 261; thence proceed southeasterly along Railway's easterly Right-of-Way line a distance of 608 feet, more or less, thence run southerly a distance of 41 feet, more or less, to a point; thence run northwesterly on a line parallel with and 25 feet easterly of the centerline of Railway's main track a distance of 645 feet, more or less; thence proceed northerly along the said south bank of the St. Lucie River to the Point of Beginning.

PARCEL #10: Begin at the intersection of Railway's westerly Right-of-Way line with the centerline of Colorado Avenue being 3322 feet, more or less, south of Railway's Mile Post 261; thence proceed southeasterly along Railway's westerly Right-of-Way line a distance of 4645 feet, more or less, to a point being 2687 feet south of Railway's Mile Post 262 to the centerline of SR A1A; thence proceed easterly along said centerline of SR A1A 12.5 feet to a point which is 25 feet distance from the centerline of Railway's main track; thence proceed northwesterly parallel to said westerly Right-of-Way line a distance of 4645 feet; thence proceed westerly a distance of 12.5 feet to the Point of Beginning. Excepting therefrom that portion of Parcel #10 lying with the Right of Way of Pinewood and Florida Street.

All as shown on Railway's Drawing No. C-166, dated September 30, 1997, last revised May 8, 2003, attached hereto and made a part hereof (collectively with any buildings, facilities and improvements currently or in the future located on the described property, the "Leased Premises").

7313

County: Martin

Contract Type: 41

File: 261-21-2-1

2. Term

The initial term of this Lease shall be from November 10, 2006 through November 9, 2007 (the "Initial Term"); provided, however, that Lessee shall have no right to possession of the Leased Premises until the Security Deposit has been delivered to Railway (the Security Deposit shall not be deemed delivered to Railway if it is in the form of a check until that check has cleared the bank and funds have been credited to Railway's account) and Lessee has provided Railway with a certificate of insurance evidencing the insurance coverages Lessee is obligated to maintain pursuant to this Lease.

This Lease shall automatically renew after the expiration of the Initial Term and any renewals thereof, for an additional twelve (12) month period (the "Renewal Term") unless terminated at least thirty (30) days before the expiration of the Initial Term or Renewal Term, as the case may be, by furnishing written notice of termination to the other party. Unless Railway indicates otherwise in writing, the covenants and conditions of the Lease in force during the Initial Term, as the same may be modified from time to time, shall continue to be in effect during all Renewal Terms, except that the rent for the Renewal Term shall be increased to equal the greater of the (i) the rental rate then prevalent for similar properties or (ii) the rental rate for the term immediately preceding the Renewal Term increased by five percent (5%). Except as set forth in this paragraph 2, Lessee shall have no expectation of renewal and this Lease may be terminated in accordance with its terms regardless of the length of time Lessee has occupied the Leased Premises, or the construction by Lessee of any buildings, structures, works, paving, barricades or the placement of Lessee's personal property on the Leased Premises.

3. Rent

(a) Rent

During the Initial Term of this Lease, the Lessee shall pay to the Railway an annual rental in advance on or before the 1st day of each term year, plus all sales or use taxes levied by any governmental body for the use or occupancy of the Leased Premises ("Sales and Use Tax"), as set forth below:

<u>Effective Date</u>	<u>Base Rental</u>
November 10, 2006	\$15,750.00
November 10, 2007	\$17,000.00
November 10, 2008	\$19,050.00

Rent shall be paid to Railway's office at One Malaga Street, St. Augustine, Florida 32084 or as otherwise indicated on invoices. The requirement to pay rent and other payments shall survive expiration or termination of this Lease until all Lessee's Property (as defined in paragraph 14 hereof) is removed from the Leased Premises in accordance with this Lease and the requirements of paragraph 14 of this Lease are met.

(b) Additional Charges

If Lessee's presence or activities on the Leased Premises causes Railway to incur costs for cleaning, trash removal, inspections, or like expenses, Lessee agrees to pay such cost to Railway on demand, the amount of such costs incurred by Railway. Notwithstanding the foregoing, Lessee will pay on demand the greater of the actual inspection costs or \$350.00 for any inspection conducted by Railway or its agents on the Leased Premises the results of which show, in Railway's sole determination, a violation of this Lease of any federal, state or municipal law or regulation. Lessee shall also pay on demand the greater of the actual inspection costs or \$350.00 for any follow-up inspections related to the violation.

(c) Late Charge

If any rent or other payment due under this Lease is not received by Railway within ten (10) days of the due date of such payment, Lessee shall pay, in addition to such payment a late charge equal to the greater of five percent (5%) of the payment which is past due or Two Hundred Fifty and No/100 Dollars (\$250.00). If any payment due from Lessee shall remain overdue for more than ten (10) days, interest shall accrue daily on the past due amount from the date such amount was due until paid or judgment is entered at a rate equivalent to the lesser of eighteen percent (18%) per annum or the highest rate permitted by law. Interest on the past due amount shall be in addition to and not in lieu of the five percent (5%) late charge or any other remedy available to Railway.

4. Utility Charges, Taxes, Document Stamps

(a) Utility Charges

All charges on the Leased Premises for all utilities, including but not limited to water, electricity, gas, heat and sewers and for taxes on Lessee's improvements shall be paid by the Lessee within thirty (30) days after date of invoice.

(b) Ad Valorem Taxes

Lessee agrees to pay, within thirty (30) days after presentation unto Lessee by Railway, bills for all special assessments, ad valorem taxes and any other taxes of whatsoever kind or nature levied by the United States of America, State of Florida, any county, municipality or special taxing district organized and existing under the laws of the State of Florida, upon any of the Leased Premises on a pro-rated basis. All taxes and special assessments, payable on an annual basis, are to be pro-rated by the parties hereto for the year during which this Lease is made, as well as the year in which the same may be terminated.

(c) Document Stamps

Lessee shall pay any necessary documentary stamp taxes required to be affixed to this lease under the laws of the United States of America, the State of Florida, or both.

(d) Sales and Use Tax, Personal Property Tax

Lessee will pay all Sales and Use Taxes and all personal property taxes that may be levied or assessed against the personal property of the Lessee.

5. As Is, Maintenance

Railway MAKES NO WARRANTY, REPRESENTATION OR UNDERTAKING, EXPRESSED OR IMPLIED AS TO THE CONDITION OF THE LEASED PREMISES and Lessee, at its sole cost and expense, hereby agrees to put the Leased Premises in such condition for its proposed use and to maintain them in their entirety. The Leased Premises is leased as it currently exists in an AS IS condition and the Lessee, who has inspected the Leased Premises prior to entering into this Lease, accepts the Leased Premises as is and shall henceforth be responsible for any and all repairs and maintenance to the land and any buildings, facilities and improvements located thereon. Lessee shall perform all work required for the preparation of the Leased Premises for occupancy by Lessee, in the absence of any special provision herein contained to the contrary, and Lessee does hereby accept the Leased Premises as now being in fit and leasable condition for all purposes of Lessee.

Lessee will keep the Leased Premises free and clear of any and all trash, brush and debris of any kind, so as to prevent the trash, brush and debris from becoming dangerous, inflammable or objectionable. Railway shall have no duty to inspect or maintain any the Leased Premises during the term of this Lease.

Lessee shall have no claim of any kind or description for damages to goods, wares, personal property or merchandise on the Leased Premises from any cause whatsoever, INCLUDING FIRE, STORM, CASUALTY OR ACT OF GOD, OR NEGLIGENCE OF RAILWAY UNLESS CAUSED BY THE WILLFUL OR INTENTIONAL ACTS OF RAILWAY.

6. Lessee's Compliance With Law

(a) Zoning and Use Regulation

Lessee will release Railway from any loss, claim or damage which Lessee may sustain arising directly or indirectly by reason of either existing or future zoning or other regulations promulgated by any governmental agency which may adversely affect use by Lessee of the Leased Premises. Lessee shall assume all responsibility for procuring or complying with any ordinance, resolution, order, permit, consent or other such regulation, promulgated by any governmental agency whatsoever, for building or otherwise, required for the use of the Leased Premises or for the construction of any facilities upon the Leased Premises. Lessee shall indemnify, defend and hold harmless Railway from any loss, claim or damage suffered by Railway for Lessee's failure to properly and completely perform this responsibility,

(b) Other Regulation

Lessee shall comply with all federal, state and municipal regulations as to health, safety, zoning, police, nuisance, fire, water, liquid, solid waste and hazardous waste, highways

sidewalks and other matters, and with the regulations of all persons or corporations supplying water, gas, heat, electricity or steam on the premises, and shall indemnify the Railway against all fines, penalties, expense, damages and costs for violation thereof. Lessee is solely responsible for obtaining any and all federal, state and local licenses, permits, or other authority for its use of the premises and shall indemnify and hold harmless Railway against all fines, penalties, expenses, damage and costs for violation of or failure to comply with any federal, state or local laws or regulations. The provisions of this Paragraph 6 shall survive the expiration or any termination of this Lease.

7. Hazardous Materials

Lessee will prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials (as hereinafter defined) on, under, in, above, to, or from the Leased Premises except that Hazardous Materials may be used in the Leased Premises as necessary for the customary maintenance of the Leased Premises provided that same are used, stored and disposed of in strict compliance with applicable laws. For purposes of this provision, the term "Hazardous Materials" will mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any federal, state or local laws.

If Lessee's activities at the Leased Premises or Lessee's use of the Leased Premises (a) results in a release of Hazardous Materials that is not in compliance with applicable laws or permits issued thereunder; (b) gives rise to any claim or requires a response under common law or applicable laws or permits issued thereunder; (c) causes a significant public health effect; or (d) creates a nuisance, then Lessee shall, at its sole cost and expense: (i) immediately provide verbal notice thereof to Railway as well as notice to Railway in the manner required by this Lease, which notice shall identify the Hazardous Materials involved and the emergency procedures taken or to be taken; and (i) promptly take all action in response to such situation required by applicable laws, provided that Lessee shall first obtain Railway's approval of the non-emergency remediation plan to be undertaken. The provisions of this Paragraph 7 shall survive the expiration or any termination of this Lease.

8. Inspection and Access by Railway

Railway shall have the right, at reasonable times and upon reasonable prior notice to Lessee, to enter the Leased Premises for the purpose of examining and inspecting the condition of the Leased Premises and to evaluate Lessee's compliance with the terms and conditions of this Lease. Railway shall have the right at all times to enter the Leased Premises without prior notice to Lessee and take action in the event of any emergency affecting the Leased Premises, including but not limited to leakage of Hazardous Materials or other materials from or onto the Leased Premises, the detection of odors that appear to be coming from the Leased Premises, suspected illegal activity on or use of the Leased Premises or like activities or events Lessee hereby releases and holds Railway harmless from any action taken by Railway to access the Leased Premises under the conditions set forth herein and/or to control or respond to any emergency affecting the Leased Premises.

9. Signs

Lessee shall not place any signs on the Leased Premises except with the prior written consent of the Railway, including consent as to location and design, which may be withheld in Railway's sole discretion. Any and all such approved signs shall be installed and shall be maintained by Lessee, at its sole cost and expense and shall be in compliance with all applicable laws. Lessee shall be responsible to Railway for the installation, use, or maintenance of said signs and any damage caused thereby. Any signs on the Leased Premises shall be considered part of Lessee's Property for purposes of Paragraph 14 hereof and Lessee shall remove said signs in accordance with same prior to termination or expiration of the Lease.

10. INDEMNIFICATION

A. Indemnification

Lessee hereby agrees to indemnify, defend and hold harmless Railway from and against any and all liability for any loss, injury or damage, including, without limitation, damage to the Leased Premises or to Lessee's property, consequential damage, all costs, expenses, court costs and reasonable attorneys' fees, imposed on Railway by any person whomsoever that occurs on or in (i) the Leased Premises, or (ii) any lands, buildings, structures, access areas or the like adjacent to the Leased Premises, as a result of or arising from or related in any way to the acts or failure to act of Lessee, its employees, agents or contractors, including any failure to comply with the terms and conditions of this Lease, or the presence of Lessee, its employees, agents or contractors, or the property of any of the same, on the Leased Premises or adjacent areas, and REGARDLESS OF THE CAUSE AND REGARDLESS OF WHETHER ATTRIBUTABLE TO THE FAULT, FAILURE OR NEGLIGENCE OF RAILWAY. The commercial liability insurance that Lessee is required to carry pursuant this Lease shall include coverage of the foregoing contractual indemnity. The provisions of this paragraph 10.A. shall survive the expiration or any termination of this Lease.

B. Lessee's Insurance

Lessee will throughout the Initial Term and any Renewal Terms (and any other period when Lessee is in possession of the Leased Premises or has failed to comply with the requirements of paragraph 14 of this Lease) carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, with respect to the Leased Premises, in the amounts specified with deductible amounts reasonably satisfactory to Railway:

(1) Commercial General Liability Insurance. Commercial general liability ("CGL") insurance covering claims arising from personal injury, death and property damage with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate and insuring against legal liability of the insured with respect to the Leased Premises or arising out of the maintenance, use or occupancy thereof. The CGL policy shall include contractual liability coverage of all such liabilities arising pursuant to the Lease.

(2) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance with a limit of not less than \$1,000,000.00 per occurrence for bodily injury, \$500,000.00 per person and \$100,000.00 property damage or a combined single limit of \$1,000,000 for both owned and non-owned vehicles.

(3) Excess Liability Insurance. Lessee shall also carry and maintain umbrella liability insurance with a limit of not less than \$5,000,000.00 per occurrence.

(4) Property Insurance. Extended or broad form coverage property insurance including plate glass coverage on a replacement cost basis, with coverage equal to not less than ninety percent (90%) of the full replacement value of all personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements and betterments made by Lessee, and all other contents located or placed in the premises. In the event any casualty occurs, Lessee agrees to pay the difference between the insurance coverage required to be maintained hereunder and an insurance policy offering coverage of one hundred percent (100%) of the full replacement value of the property described in this subparagraph.

(5) Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance covering all employees of Lessee, as required by the laws of the State of Florida and Employers' Liability coverage subject to a limit of no less than \$500,000 each employee, \$500,000 each accident, and \$1,000,000 policy limit.

(6) Policy Form. All policies referred to above shall: (i) be taken out with insurers licensed to do business in Florida having an A.M Best's rating of A-, Class IX, or otherwise approved in advance by Railway; (ii) name Railway and Railway's property manager as additional insureds; (iii) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to the Railway or any mortgagee of Railway; (iv) have all railroad exclusions removed, and (v) contain an obligation of the insurers to notify the Railway by certified mail not less than thirty (30) days prior to any material change, cancellation, or termination of any such policy. Certificates of insurance on the Railway's standard form or, if required by a mortgagee, copies of such insurance policies certified by an authorized officer of Lessee's insurer as being complete and current, shall be delivered to the Railway prior to Lessee's use of the Leased Premises hereunder and promptly upon request. If Lessee fails to deliver the required certificates or certified policies, fails to take out or to keep in force any insurance required hereunder, or should any such insurance not be approved by either the Railway or any mortgagee, then Railway has the right, without assuming any obligation in connection therewith, to procure such insurance at the sole cost of the Lessee, and all outlays by the Railway shall be paid by the Lessee to the Railway without prejudice to any other rights or remedies of Railway under this Lease. Lessee shall not keep or use in the Leased Premises any article that may be prohibited by any fire, casualty or other insurance policy in force from time to time covering the Leased Premises.

C. Claims Handling

If a claim or action is made or brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

11. Purpose of Lease

The premises shall be used only for the purpose of **beautification, parking and drainage retention**.

12. No Interference with Railway Operations, Reservation of Rights

The Lessee's use and/or maintenance of the Leased Premises shall not in any way, or at any time, interfere with or obstruct the use of the Leased Premises or of the remaining land of the Railway by the Railway, its agents, employees, patrons or assigns. The Lessee will not discharge surface water upon any other Railway property and railroad tracks of the Railway and Lessee hereby expressly releases the Railway from liability for any surface water flowing naturally across Railway's property. Lessee further agrees not to alter the leased premises so as to cause water to drain or flow onto Railway's property nor so as to cause an undermining of the adjacent property.

Lessee shall not have or assert any claim or demand whatsoever for compensation or damages to the Leased Premises or to any improvements now or hereafter erected or property located thereon which may be caused by the operation, maintenance, repair, relocation, or removal of Railway's railroad or which may be caused by vibration resulting from the operation of said railroad and Lessee releases Railway from any liability for any such damage.

Unless specifically set forth in this Lease, no right of way, expressed or implied, over remaining property of Railway for the benefit of the Leased Premises is granted by this Lease.

It is understood between the parties hereto that Railway reserves unto itself, its successors, permittees, licensees, or other persons, the right to construct and maintain other facilities, including but not limited to pipelines and/or communication cables, over and across the Leased Premises, and further, that Lessee shall take no measures to interfere with the construction or maintenance of said facilities and shall at all times allow ingress and egress to the Leased Premises by Railway and its successors, permittees, licensees or other persons provided that such shall not unreasonably interfere with Lessee's use of the Leased Premises.

Lessee acknowledges that the Leased Premises may contain fiber optic communication systems, Railway signal and train control cables and other utilities. Prior to any digging or subgrade work on the leased premises, you must call SUNSHINE for utility locations at 1-800-432-4770 and the Railway Signal Department at 904-826-2428 for signal and train control cable locations. Proper notification is required for cable locations and field inspections to protect against damages.

13. Termination

Either party may, in its discretion, for any reason whatsoever, terminate this Lease at any time by the giving of 30 days prior written notice to the other party. Notwithstanding the foregoing, until the requirements of Paragraph 14 of this Lease are met by Lessee, such

14. Condition of Premises on Termination

The Lessee shall not mutilate, damage, misuse, or alter, the Leased Premises, but shall keep the same in good condition and repair. Any and all repairs, alterations or improvements made on the Leased Premises by Railway at Lessee's request shall be at Lessee's expense unless otherwise expressly agreed in writing.

Except as otherwise set forth herein, upon the termination or expiration of the Lease, Lessee shall surrender the Leased Premises to Railway in condition acceptable to Railway. Prior to termination or expiration of this Lease Lessee shall properly remove all trash, debris, and other waste materials from the Leased Premises. If Lessee is not then in default and if the personal property of Lessee on the Leased Premises (the "Lessee's Property") is not then subject to any other rights, liens or interests of Railway or if removal is not prohibited by law, Lessee shall also properly remove Lessee's Property prior to termination or expiration of this Lease. If Lessee is in default or Lessee's Property is subject to any other rights, liens or interest of Railway, then Lessee shall remove only such of Lessee's Property as Railway shall direct. In addition, if Railway so directs Lessee shall remove any other property on the Leased Premises, whether such property was placed on the Leased Premises by Railway or others and whether it was placed on the Leased Premises prior to or during the Lease term (the "Additional Property"). In no event, however, shall Lessee remove any of the following materials or equipment unless Railway directs otherwise in writing: any power wiring or power panels; lighting or lighting fixtures; millwork and cabinetry; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners, or any other heating or air conditioning equipment; fencing or security gates; plumbing fixtures, water fountains; or other similar building operating equipment and decorations, structures, foundations, concrete, asphalt or fencing (collectively, "Fixtures"). Should Railway direct Lessee to remove any or all of the Fixtures, whether such Fixtures were placed on the Leased Premises by Lessee, Railway or others prior to or during the Lease term, Lessee shall properly remove such Fixtures prior to termination or expiration of this Lease. The removal of Lessee's Property, the Additional Property and the Fixtures shall be at Lessee's sole cost and expense. Lessee shall repair, at Lessee's expense, any damage to the Leased Premises caused by the removal of any of Lessee's Property, the Additional Property or the Fixtures. If Lessee fails to remove Lessee's Property, the Additional Property or the Fixtures, in addition to the payment requirements set forth in paragraph 3 hereof, at Railway's option all or part of Lessee's Property, the Additional Property and/or the Fixtures will become the property of Railway and/or at Railway's option, Railway may cause removal of all or part of Lessee's Property, the Additional Property and/or the Fixtures from the Leased Premises and/or storage thereof. The reasonable cost or expense of removal and/or storage of any of Lessee's Property, Additional Property or Fixtures shall be paid by Lessee to Railway forthwith upon demand for same.

15. Lessee Improvements

Lessee will not erect or cause to be erected any building or other structure, and will not make or allow to be made any alterations in or to the Leased Premises (collectively, the "Alterations") without first obtaining the written consent of Railway, which consent may be granted or withheld in Railway's sole discretion. Railway may require Lessee to provide demolition and/or lien and completion bonds in form and amount satisfactory to Railway. All

Lessee Alterations will be accomplished in a good and workmanlike manner at Lessee's sole expense, in conformity with all applicable laws by a licensed and bonded contractor approved in advance by Railway, such approval of contractor not to be unreasonably withheld. All contractors working on Alterations shall carry workers' compensation insurance, commercial general liability insurance, automobile insurance and excess liability insurance in amounts reasonably acceptable to Railway and shall deliver a certificate of insurance evidencing such coverages to Railway prior to commencing work in the Leased Premises. Upon completion of any such work, Lessee shall provide Railway with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials. Any Alterations to the Leased Premises made by or installed by either party hereto will remain upon and be surrendered with the Leased Premises and become the property of Railway upon the expiration or earlier termination of this Lease without credit to Lessee; provided, however, Railway, at its option, may require Lessee to remove or repair any Alterations to restore the Leased Premises to the condition existing at the time Lessee took possession, with all costs of removal, repair, restoration, or alterations to be borne by Lessee. This clause will not apply to moveable equipment, furniture moveable trade fixtures, or other personal property owned by Lessee, which shall be considered Lessee's Property for purposes of paragraph 14 and shall be removed by Lessee in accordance with Paragraph 14. Lessee will have no authority or power, express or implied, to create or cause any construction lien or mechanics' or materialmen's lien or claim of any kind against the Leased Premises or any portion thereof or any Railway property. Lessee will promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after request by Railway, and will indemnify Railway against losses arising out of any such claim including, without limitation, legal fees and court costs. NOTICE IS HEREBY GIVEN THAT RAILWAY WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO LESSEE, OR TO ANYONE HOLDING THE PREMISES THROUGH OR UNDER LESSEE, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF RAILWAY IN THE PREMISES. LESSEE WILL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR ENGAGED BY LESSEE PROVIDING LABOR, SERVICES OR MATERIAL TO THE LEASED PREMISES.

16. Assignment

Lessee will not assign this Lease, in whole or in part, or sublease the Leased Premises, in whole or in part, without the prior written consent of Railway, which consent is in Railway's sole discretion and subject to Railway's right of recapture set forth below, and in no event will Lessee be released from any obligation or liability under this Lease following any such assignment or sublease. No sub lessee of the Leased Premises or any portion thereof, may further assign or sublease its interest in the Leased Premises or any portion thereof. All legal fees and expenses incurred by Railway in connection with the review by Railway of Lessee's requested assignment or sublease pursuant to this paragraph, together with any legal fees and disbursements incurred in the preparation and/or review of any documentation, will be paid by Lessee within thirty (30) days of invoice for payment thereof, as additional rent. If the rent due and payable by any assignee or sub lessee under any permitted assignment or sublease exceeds the rent payable under this Lease for such space, Lessee will pay to Railway all such excess rent and other excess consideration within ten (10) days following receipt thereof by Lessee.

17. Fencing

Unless Railway agrees otherwise, before use of the property by Lessee, Lessee shall erect a barricade or fence of a type acceptable to Railway, along all boundaries of the herein leased ground space, and thereafter shall maintain, repair and/or replace said barricade or fence at Lessee's sole cost and expense. When the barricade or fence is in place, and to expedite the inspection of it, Lessee shall notify:

Director of Industrial Development and Real Estate
Florida East Coast Railway, L.L.C.
P. O. Drawer 1048
St. Augustine, Florida 32085
(904) 826-2269

In the event Lessee does not notify Railway that the barricade or fence is in place within thirty (30) days after execution of this Lease, Railway, in its sole discretion, may terminate this Lease upon notice to Lessee and Lessee shall immediately vacate and surrender the Leased Premises in accordance with the requirements of this Lease.

18. Care Around Tracks

Lessee shall adopt, monitor and enforce reasonable rules and regulations for the conduct of Lessee's employees, patrons, agents and contractors (including employees thereof) or any other persons using the Leased Premises to protect them from injury while on, about or near any track on or adjoining the Leased Premises.

19. Destruction or Damage to Leased Premises

If the Leased Premises (which shall not include Lessee's Property or property of a third party) are at any time materially damaged or destroyed by fire or other Acts of God preventing all use of the Leased Premises by Lessee for the purposes set forth in this Lease and the extent of such damage or destruction does not in any way result or arise from the acts or failure to act of Lessee, its employees, agents, invitees, visitors, customers, assignees, sublessees, contractors or subcontractors, Railway shall have sixty (60) days from such damage or destruction to determine in its sole discretion and inform Lessee whether Railway will restore the Leased Premises to substantially the condition that existed immediately prior to the occurrence of the casualty. If Railway determines not to restore the Leased Premises, it will notify Lessee and Lessee's sole remedy shall be to terminate the Lease upon prior written notice to Railway. If Railway elects to rebuild it will give Lessee its reasonable estimation of the time it will take to restore the Leased Premises. If in Railway's reasonable estimation, the Leased Premises cannot be restored within two hundred forty (240) days of such damage or destruction, then either party may terminate this Lease by written notice to the other party. Subsequent to Railway's determination to restore the Leased Premises, and until the restoration of the Leased Premises is complete, there shall be an abatement of the rent. If the damage or destruction was caused by or increased in any way by the acts or failure to act of Lessee, its employees, agents, invitees, visitors, customers, assignees, sublessees, contractors or subcontractors, of if all or part of the

remainder of the Initial Term or any Renewal Term.

(2) Railway may enter the Leased Premises as agent of the Lessee to take possession of any property of the Lessee on the Leased Premises, to store such property at the expense and risk of the Lessee or to sell or otherwise dispose of such property in such manner as the Railway may see fit without notice to the Lessee. Railway shall not be liable in any way in connection with its actions pursuant to this section, to the extent that its actions are in accordance with law.

(3) Railway may relet all or any part of the Leased Premises for all or any part of the unexpired portion of the term of this Lease or for any longer period, and may accept any rent then attainable; grant any concessions of rent, and agree, at Lessee's expense, to paint or make any special repairs, alterations, and decorations for any new lessee as it may deem advisable in its sole and absolute discretion. Railway shall be under no obligation to relet or to attempt to relet the Leased Premises greater than that imposed by law.

(4) Railway may remedy or attempt to remedy any default of the Lessee under this Lease for the account of the Lessee and to enter upon the Leased Premises for such purposes. No notice of the Railway's intention to perform such covenants need to be given. Railway shall not be liable to the Lessee for any loss or damage caused by acts of the Railway in remedying or attempting to remedy such default and the Lessee shall pay to the Railway all expenses incurred by the Railway in connection with remedying or attempting to remedy such default. Any expenses incurred by Railway shall accrue interest from the date of payment by Railway until repaid by Lessee at the highest rate permitted by law.

(c) COSTS.

Lessee shall pay to Railway on demand all costs incurred by Railway, including reasonable attorneys' fees and costs, (whether incurred in preparation for or at trial, on appeal, or in bankruptcy), incurred by Railway in enforcing any of the obligations of Lessee under this Lease. In addition, upon any default by Lessee, Lessee shall also be liable to Railway for the expenses to which Railway may be put in re-entering the Leased Premises, reletting the Leased Premises and putting the Leased Premises into the condition necessary for such reletting (including attorneys' fees and disbursements, marshal's fees, and brokerage fees, in so doing), and any other expenses reasonably incurred by Railway.

(d) WAIVER.

No delay or omission by Railway in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

(e) DEFAULT BY RAILWAY.

In the event of any default by Railway of any material term of this Lease, Lessee will give Railway written notice specifying such default with particularity, and Railway shall have a period of thirty (30) days following the date of such notice in which to commence the appropriate cure of such default. If Railway fails to commence and diligently pursue the

appropriate cure of such default after such notice or complete same within a reasonable period of time, Lessee may terminate this Lease upon written notice to Railway. Notwithstanding any provision of this Lease, Railway shall not at any time have any personal liability under this Lease, and Lessee's sole remedy with respect thereto shall be termination of the Lease.

21. Hold Over

In addition to and not limiting any other rights or remedies which Railway may have on account of Lessee holding over without written consent of Railway, Lessee shall pay to Railway any and all direct and consequential damages incurred by Railway on account of such unapproved holding over including claims by lessees entitled to future possession.

22. Condemnation

If all or a portion of the Leased Premises shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this Lease, at the option of the Railway, shall forthwith terminate and the Lessee shall have no claim or interest in or to any award of damages for such taking.

23. Quiet Enjoyment

If Lessee pays the rent and all other charges and fully performs all of its obligations under this Lease, Lessee shall be entitled to peaceful and quiet enjoyment of the Leased Premises for the full Term without interruption or interference by Railway or any person claiming through Railway.

24. No Waiver or Modification

None of the provisions hereof shall be waived or modified, except by mutual agreement, in writing, and no alleged verbal or written inducement prior to execution nor subsequent verbal waiver, or modification, shall be binding under any circumstances. This lease constitutes the entire understanding of the parties and neither the failure of Railway to enforce each and every provision, nor any course of conduct by Railway shall be considered as a waiver of these provisions.

25. Successors and Assigns

The provisions hereof shall be binding upon and inure to the benefit of the successor, executors, administrators and permitted assigns of the respective parties.

26. Special Notice Regarding Radon Gas

Lessee is hereby notified that Radon Gas is a naturally occurring radioactive gas that, when accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of Radon that exceed federal and state guidelines have been found in buildings in the State of Florida. Lessee is further notified that

additional information regarding Radon Gas, and the testing for Radon Gas, may be obtained from the Public Health Units of the various counties.

27. Restrictions

Lessee agrees that no plants, shrubbery, trees or other vegetation that would obstruct the view of motor vehicles or train crews using a crossing at grade, or interfere with the operation of trains, will be placed on the Leased Premises. In addition to the above restriction, no plants, shrubbery, trees or other vegetation having a height of more than two (2) feet will be placed within two hundred and fifty (250) feet of any at grade street crossing, and if such vegetation exceeds two (2) feet in height, the Railway may trim such vegetation to a two (2) foot height at Lessee's expense. Plants, shrubbery, trees or other vegetation shall be trimmed by Lessee so as to maintain this distance from the centerline of the nearest track of twenty-five (25) feet and if such vegetation is closer than twenty-five (25) feet from the centerline of the nearest track, the Railway may trim or remove such vegetation so that no vegetation is within twenty-five (25) feet of the centerline of the nearest track at Lessee's expense. This restriction in no way limits the indemnification requirements set forth in this Lease. Also, no plants, shrubbery, trees or other vegetation of a hazardous or noxious nature that might produce injury to any person coming in contact with said plants, shrubbery, trees or other vegetation will be placed upon the Leased Premises or any adjacent property by Lessee. The placement of any wells by Lessee on the Leased Property or any adjacent property is strictly prohibited.

28. Notices

Any notice to be given or to be served upon any party hereunder, in connection with this Lease, must be in writing and must be given by certified or registered mail and shall be deemed to have been given and received when a certified or registered letter, containing such notice, properly addressed, with postage prepaid, is deposited in the U.S. Mail; or, if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be addressed to the parties herein at the following addresses:

TO RAILWAY: Director of Industrial Development and Real Estate
Florida East Coast Railway, L.L.C.
P. O. Drawer 1048 (1 Malaga Street)
St. Augustine, FL 32085-1048

TO LESSEE: City of Stuart
121 S. W. Flagler Avenue
Stuart, Florida 34993-2172

29. Governing Law

This Lease shall be governed by the laws of the State of Florida. In the event any suit, action or proceeding is brought by either party with respect to this Contract, such action, suit or

IN WITNESS WHEREOF, the parties have hereto set their names and seals this 18th day of September 2006.

Signed, sealed and delivered

in the presence of:

Mary J. Huff

Witness as to Railway

Paula Aka

Witness as to Railway

**FLORIDA EAST COAST RAILWAY,
L.L.C. A Limited Liability Company**

By: [Signature] (SEAL)
John D. McPherson, President

Attest: Mary C. Mueller
Assistant Secretary

Date of Execution: 9-18-06

[Signature]
Witness as to Lessee

(Print Name) Cheryl White

Jeanine M. Tyner
Witness as to Lessee

(Print Name) Jeanine M. Tyner

**CITY OF STUART
a Municipal Corporation**

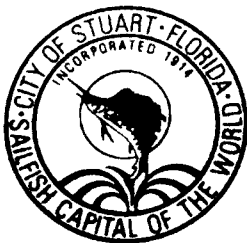
By: [Signature] (SEAL)
Mayor

(Print Name) Carol S. Waxler

Attest: [Signature]
City Clerk

(Print Name) Cheryl White

Date of Execution: 8-15-06



Cheryl A. White
City Clerk

M.O. "Mike" Bagley
Director
Industrial Development & Real Estate

September 18, 2006
File: 261-21-2-1

STUART: Lease of Space for Beautification, Parking & Drainage – Mile Post 261 + 2069'

Ms. Cheryl White
City Clerk
City of Stuart
121 S. W. Flagler Avenue
Stuart, Florida 34994

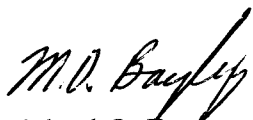
Dear Ms. White:

This is in reference to above-mentioned Lease Agreement with Railway.

Enclosed for your file is fully executed Lease Agreement to cover, effective November 10, 2006.

Please be advised several communications companies have installed a fiber optic communications system within the leased area and prior to digging or subgrade work on the leased premises, you must call "SUNSHINE" at 1-800-432-4770, in order that the said companies will be properly notified and in turn can locate cables and protect against damages.

Sincerely yours,



Michael O. Bagley, Director
Industrial Development & Real Estate

/a
Enclosure

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 12/8/2025

Prepared by: Susej Meleqi

Title of Item:

APPOINTMENTS OF CITY COMMISSIONERS TO COMMUNITY BOARDS (RC):

RESOLUTION No. 107-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADOPTING THE ANNUAL APPOINTMENTS OF CITY OF STUART COMMISSIONERS AS CITY REPRESENTATIVES TO SPECIFIED LOCAL COMMUNITY BOARDS FOR THE 2026 CALENDAR YEAR; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

There are currently nine community boards, two of said boards have two appointments. As a result, there are currently 11 positions to be filled by the City Commissioners. Each year, the City Commission appoints individual Commissioners best suited to serve and attend meetings on behalf of the City.

It is recommended that all Commissioners serve on at least one board and then the City Commission decide which Commissioners are best suited to represent the City for the remaining positions. In the past, the City Commission has addressed each position individually during deliberation, but the ratification of the appointments can be done with one vote of the Board.

As the City representative, the serving Commissioner typically provides updates during public meeting comments.

Funding Source:

N/A

Recommended Action:

Move approval of the board appointments.

ATTACHMENTS:

1. R107-2025; 2026 Commissioner Appointments to Community Boards
2. Commission Board Appointments 2026



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

RESOLUTION NUMBER 107-2025

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA, ADOPTING
THE ANNUAL APPOINTMENTS OF CITY OF
STUART COMMISSIONERS AS CITY
REPRESENTATIVES TO SPECIFIED LOCAL
COMMUNITY BOARDS FOR THE 2026 CALENDAR
YEAR; PROVIDING AN EFFECTIVE DATE; AND
FOR OTHER PURPOSES.**

* * * * *

WHEREAS, the City of Stuart currently participates in nine community boards, for which the City Commission annually designates Commissioners to serve as representatives on behalf of the City; and

WHEREAS, Each year, the City Commission appoints individual Commissioners best suited to serve and attend meetings on behalf of the City; and

WHEREAS, it is recommended that all Commissioners serve on at least one board and then the City Commission decide which Commissioners are best suited to represent the City for the remaining positions; and

WHEREAS, it is recommended the City Commission address each position individually during deliberation, selecting a board member, two where required, to serve on the City's behalf, but the ratification of the appointments can be done with one vote of the Board; and

WHEREAS, Community Board City representatives are expected to update the Commission as necessary during public meeting comments.

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

SECTION 1: The City Commission hereby adopts the annual appointments of the City Commissioners to the community boards for the 2026 calendar year as listed in “**Exhibit A**”. The City Clerk will update the Community Board Membership Listing upon adoption and distribute the 2026 Community Boards Listing to various board contacts.

SECTION 2: Effective Date. This Resolution shall take effect immediately upon adoption and shall be in effect through December 31, 2026.

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

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 8th day of December, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

DRAFT 2026 COMMISSION BOARD MEMBERSHIP			
BOARD	2025 MEMBER	2026 MEMBER	MEETINGS
Airport Noise Advisory Committee	Eula Clarke		Quarterly - 10 AM Aiport Maint. Bldg Conference Room, Flying Fortress Way
Arts Council	Laura Giobbi		Quarterly - Courthouse Cultural Center; Contact: Nancy Turrell, nturrell@martinarts.org
Business Development Board (BDB)	Laura Giobbi		4th Wed. every month at 8:30 AM - Children's Services Council, 101 Central Parkway, Stuart; Contact: Janine Khan, office@bdbmc.org
Metropolitan Planning Organization (MPO)	Christoper Collins / Sean Reed		3rd Mon. every month at 9 AM - MC Commission Chambers; or as scheduled; Contact: Beth Beltran, bbeltran@martin.fl.us
Stuart Main Street (SMS)	Christopher Collins		3rd Tues. every month at 4:30 PM - The Flagler Center, 201 SW Flagler Ave. Stuart; Contact: Candace Callahan, Director@stuartmainstreet.org
Tourist Development Council (TDC)	Campbell Rich		3 PM on 1/10, 3/20, 5/8, 7/10, 9/18, and 11/6/2024 MC Commission Chambers; Contact: Donna Gordon, dgordon@martin.fl.us
Treasure Coast Council of Local Governments (TCCLG)	Campbell Rich (Alternate requested for 2026)		1st Wed. every month at 10 AM - St. Lucie County Admin Annex; Contact: Patricia Christensen, pchristensen@tcrlc.com
Treasure Coast Regional League of Cities (TCRLC)	Campbell Rich (Alternate requested for 2026)		3rd Wed. every month at 10 AM - Chamber of Commerce in St. Lucie County; Contact: Patricia Christensen, pchristensen@tcrlc.com
Treasure Coast Regional Planning	Municipal Rotation (Stuart Representative not on Board 2024-2026)		3rd Fri. every month at 9:30 AM - Wolf Tech. Center IRSC Chastain Campus; Contact: Donna Gordon, dgordon@martin.fl.us

Revised: 11/18/2025
Commission Board Appointments

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 12/8/2025

Prepared by: Susej Meleqi

Title of Item:

ADVISORY BOARD MEMBER APPOINTMENTS / RATIFICATION OF TERMS (RC):

RESOLUTION No. 108-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPOINTING AND RATIFYING THE MEMBERSHIP OF THE ADVISORY BOARD MEMBERS AND ADOPTING THE MEMBER TERMS FOR THE 2026 CALENDAR YEAR; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Each Commissioner is responsible for appointing a representative to each advisory board. The City Commission as a whole ratifies the individual appointments of each commissioner. The LPA and CRB each have two additional positions which are selected by the City Commission as a whole and referred to as "At Large" positions.

The City of Stuart manages four Advisory Boards; Community Redevelopment Agency, Community Redevelopment Board, Local Planning Agency, and the East Stuart Historical Advisory Committee; and Section 2-84 of the Code of Ordinances states that appointments to membership on standing City boards shall be made by the City Commission. Each Commissioner shall select an appointment for each board, which is to be ratified by the entire Commission; and the terms of the Advisory Board members shall be in effect from January 1, 2026 through December 31, 2026.

Clerk's Note: All Advisory Board applications and background checks were not in at the time of Agenda approvals. Newly appointed board members may be subject to change.

Funding Source:

N/A

Recommended Action:

Motion to approve 2026 Advisory Board Members as listed.

ATTACHMENTS:

1. R108-2025 Advisory Board Ratification Terms
2. R108-2025; Draft Advisory Board 2026 - Exhibit A



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

RESOLUTION NUMBER 108-2025

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA, APPOINTING
AND RATIFYING THE MEMBERSHIP OF THE
ADVISORY BOARD MEMBERS AND ADOPTING
THE MEMBER TERMS FOR THE 2026
CALENDAR YEAR; PROVIDING AN EFFECTIVE
DATE; AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, the City of Stuart manages four Advisory Boards; Community Redevelopment Agency, Community Redevelopment Board, Local Planning Agency, and the East Stuart Historical Advisory Committee; and

WHEREAS, Section 2-82 of the Code of Ordinances states that appointments to membership on standing City boards shall be made by the City Commission. Each Commissioner shall select an appointment for each board, which is to be ratified by the entire Commission; and

WHEREAS, the terms of the Advisory Board members shall be in effect from January 1, 2026 through December 31, 2026.

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

SECTION 1: The City Commission hereby appoints/ratifies the board members for the term of January 1, 2026 to December 31, 2026 as attached hereto as **Exhibit “A”** and authorizes the City Clerk to coordinate the appointees and necessary orientations for new board members.

SECTION 2: Effective Date. This Resolution shall take effect on January 1, 2026.

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

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 8th day of December, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

Exhibit A

DRAFT 2026 Advisory Boards *DRAFT*		
Community Redevelopment Agency		
		Quorum - Min. 4
Member	Term Expires	Commission Liaison
Mark Brechbill	12/31/2026	At Large
Frederick James	12/31/2026	Eula Clarke
Planning Advisory Board / Local Planning Agency		
		Quorum - Min. 4
Member	Term Expires	Commission Liaison
Ryan Strom	12/31/2026	At Large
Kelly Laurine	12/31/2026	At Large
Lance Vogl	12/31/2026	Laura Giobbi
Deana Peterson	12/31/2026	Christopher Collins
VACANT	12/31/2026	Campbell Rich
Werner Bols	12/31/2026	Sean Reed
Caitlynne Palmieri	12/31/2026	Eula Clarke
Community Redevelopment Board		
		Quorum - Min. 4
Member	Term Expires	Commission Liaison
Mark Brechbill	12/31/2026	At Large
Clay Scherer	12/31/2026	At Large
Frederick James	12/31/2026	Eula Clarke
Bonnie Moser	12/31/2026	Campbell Rich
William Laughlin	12/31/2026	Christopher Collins
Scott Whalen	12/31/2026	Sean Reed
Jeff Manera	12/31/2026	Laura Giobbi
East Stuart Historical Committee		
		Quorum - Min. 4
Member	Term Expires	Commission Liaison
VACANT	12/31/2026	Sean Reed
Betty Brinkley	12/31/2026	Laura Giobbi
Kimberly McHardy Grant	12/31/2026	Eula Clarke
Albert Brinkley	12/31/2026	Christopher Collins
Roy Degannes	12/31/2026	Campbell Rich
Phillip Harvey	12/31/2026	Frederick James
Pearlie Clark	12/31/2026	Mark Brechbill

11/24/2025

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 12/8/2025

Prepared by: Lee Baggett

Title of Item:

ASSIGNMENT OF LEASE TO COMMUNITY ONCOLOGY REVITALIZATION ENTERPRISE VENTURES, LLC (RC):

RESOLUTION No. 109-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE ASSIGNMENT OF THE LEASE AGREEMENT, INCLUDING ANY AMENDMENTS, ENTERED INTO BETWEEN THE CITY OF STUART, FLORIDA AND FLORIDA CANCER SPECIALISTS & RESEARCH INSTITUTE, LLC FOR LEASE OF THE PROPERTY LOCATED AT 301 S.E. OCEAN BLVD., SUITE 102 TO COMMUNITY ONCOLOGY REVITALIZATION ENTERPRISE VENTURES, LLC FOR THE BALANCE OF THE LEASE TERM, PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Florida Cancer Specialists & Research Institute, LLC desires to convey and assign all of its rights, title, and interest in and to the Lease and all Lease Amendments, to Community Oncology Revitalization Enterprise Ventures, LLC for the property located at 301 SE Ocean Boulevard, Suite 102, Stuart, Florida for the balance of the Lease term. Pursuant to Section 24 of the Lease, the Tenant is required to obtain written consent from the Landlord in order to assign its interest in the Lease. It further states that the Landlord's consent shall not be unreasonably withheld, conditioned or delayed.

There are no terms of the Lease and/or Lease Amendments that are changing, and the agenda item is not to negotiate a new Lease or discuss the Lease terms, but it is limited to the granting or denial of the assignment to a new tenant. The final term of the Lease shall end on February 29, 2028.

Funding Source:

N/A

Recommended Action:

Move approval of Resolution 109-2025.

ATTACHMENTS:

1. R109-2025 Assign fr FL Cancer Specialists to Community Oncology Revitalization Enterprise Ventures, LLC
2. 2016.11.09.SMC.FCS.Lease (1)
3. First Amendment to Lease Florida Cancer
4. FCS - Second Amendment to Lease
5. FCS Third Amendment to Lease
6. FCS - Fourth Amendment to Lease
7. FCS Form Assignment of Lease with Consent Final 11.17 edits Stuart



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

RESOLUTION NUMBER 109-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE ASSIGNMENT OF THE LEASE AGREEMENT, INCLUDING ANY AMENDMENTS, ENTERED INTO BETWEEN THE CITY OF STUART, FLORIDA AND FLORIDA CANCER SPECIALISTS & RESEARCH INSTITUTE, LLC FOR LEASE OF THE PROPERTY LOCATED AT 301 S.E. OCEAN BLVD., SUITE 102 TO COMMUNITY ONCOLOGY REVITALIZATION ENTERPRISE VENTURES, LLC FOR THE BALANCE OF THE LEASE TERM, PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart, Florida, a Florida municipal corporation (referred to herein as the “City”) owns the real property located at 301 S.E. Ocean Blvd., Stuart, Florida (referred to herein as the “Building”); and

WHEREAS, Florida Cancer Specialists & Research Institute, LLC, a Florida limited liability company f/k/a Florida Cancer Specialists, P.L. (referred to herein as the “Original Lessee”); and

WHEREAS, the City and Original Lessee entered into a Lease Agreement dated November 9, 2016 (the “Original Lease”) for premises consisting of approximately 4,429 square feet with the address of 301 SE Ocean Blvd., Suite 102, Stuart, Florida 34994 (referred to herein as the “Premises”); and

WHEREAS, the City and Original Lessee amended the Original Lease pursuant to that First Amendment to Lease dated January 6, 2017; Second Amendment to Lease dated January 9, 2018; Third Amendment to Lease dated May 15, 2018; and Fourth Amendment to Lease dated October 17, 2025 (referred to herein collectively as the “Lease Amendments”); and

WHEREAS, the Lease Amendments expanded the leased Premises to 7,623 square feet and extended the Lease Period through February 29, 2028, with no further options to renew the Lease; and

WHEREAS, the Original Lessee desires to convey and assign all of its right, title, and interest in and to the Original Lease and Lease Amendments, to Community Oncology Revitalization Enterprise Ventures, LLC, a Delaware limited liability company (referred to herein as the “Assignee”); and

WHEREAS, Section 24 of the Original Lease provides that the Original Lessee may assign the Lease to a qualified party, subject to consent by the City Commission; and

WHEREAS, pursuant to Section 24.1 of the Original Lease, the City Commission, at its discretion, must be satisfied that the Assignee intends to use the Leased Property in a manner that is consistent with uses allowed by the Lease and that the Assignee possesses the financial capacity, good reputation, and managerial ability to operate successfully on the Premises.

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

SECTION 1: The above referenced recitals are hereby incorporated as if fully set forth herein.

SECTION 2: The Mayor is authorized to execute an Assignment, Assumption and Consent Agreement pursuant to Section 24 of the Original Lease subject to final review and approval of the City Attorney.

SECTION 3: This Resolution shall take effect immediately upon adoption.

Resolution No. 109-2025; Assignment of Lease to Community Oncology Revitalization Enterprise Ventures, LLC for 301 East Ocean Blvd., Ste. 102

Commissioner _____ offered the foregoing resolution and moved its adoption.

The motion was seconded by Commissioner _____ and upon being put to a roll call

vote, the vote was as follows:

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 8th day of December, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

LEASE AGREEMENT

This Lease Agreement (the "*Lease*") is entered into as of the Execution Date listed below between Stuart Medical Complex, LLC having a mailing address of 1044 North U.S. Highway One, Suite 201, Jupiter, Florida 33477 (the "*Landlord*"), and Florida Cancer Specialists, P.L., a Florida professional limited liability company having an address of 4371 Veronica S. Shoemaker Blvd., Fort Myers, Florida 33916 (the "*Tenant*"). The Landlord, in consideration of the rents and covenants to be kept and performed by the Tenant, leases to the Tenant that certain property and improvements, more specifically described below, upon the following terms and conditions:

Executive Summary of Lease Terms.

1.1. *Broker* shall mean: Stuart Duffin, P.A. of NAI Southcoast

1.2. The *Building* shall mean, collectively, that certain multi-story office building and that certain one-story building annex (the "*Annex*") connected thereto by a breezeway consisting of approximately 38,101 rentable square feet of office space located in and around 301 Southeast Ocean Boulevard, Stuart, Florida 34994.

1.3. The *Execution Date* shall mean the later date of execution by the Landlord and the Tenant as reflected on the signature page of this Lease.

1.4. *Improvements* shall mean the following:

1.4.1. *Tenant Improvements*: Described on **Schedule B** attached

1.4.2. *Allowance*: \$40.00/RSF of the Premises

1.5. The *Interest Rate* shall be eighteen percent (18.0%) per annum.

1.6. *Landlord* shall mean:

Stuart Medical Complex, LLC
a Florida Limited Liability Company
1044 North U.S. Highway One, Suite 201
Jupiter, Florida 33458
Attn: David Cash, Manager
Email Address: david.cash@stanmoredevelopment.com

1.7. The first *Lease Year* shall run from the Commencement Date through the period expiring one (1) year from the Commencement Date, as defined below. Thereafter, each Lease Year shall be each subsequent 365/366 day period.

1.8. *Managing Agent* shall mean:

NAI Southcoast
P.O. Box 3059
Stuart, Florida 34995
Attn: Jennifer Trent
Email Address: jtrent@naisouthcoast.com

1.9. *Premises* shall mean approximately 4,429 ± rentable square feet located in the Annex as identified on **Schedule A** attached to this Lease and bearing an address of 301 SE Ocean Blvd., Unit 120, Stuart, Florida 34994.

1.10. *Prepaid Rent* shall be: \$9,991.97

1.11. *Rent* shall mean the following:

1.11.1. *Base Rent*: Initially \$16.00/rentable square foot as further described in *Section 5.1*.

1.11.2. *Additional Rent*: Described in *Section 5.4*

1.11.3. *Tenant's Proportionate Share* shall mean the ratio that the rentable square feet in the Premises bears to the total rentable square feet in the Building (as those figures may vary from time to time resulting from physical changes in the character of the Premises and/or Building) expressed as a percentage. As of this date, that percentage is 11.62%.

1.12. *Schedules* shall mean:

- A - Premises Description
- B - Possession and Tenant Improvements Agreement/Work Letter
- C - Base Rent Schedule
- D - Rules and Regulations

1.13. *Security Deposit* shall be: \$8,998.24.

1.14. *Tenant*: Florida Cancer Specialists, P.L.
4371 Veronica S. Shoemaker Blvd.
Fort Myers, Florida 33916

1.15. The *Term* of this Lease shall be from the Commencement Date through the Expiration Date as defined below.

1.15.1. The "*Commencement Date*" of the Lease shall be March 1, 2017.

1.15.2. The *Expiration Date* shall mean February 28, 2023 , subject to extension as provided herein.

1.16. *Use* shall mean the following:

1.16.1. *Tenant's Permitted Use*: Tenant shall be entitled to use all or any part of the Premises to engage in the practice of medicine with an emphasis on hematology and oncology and all related goods and services, including, without limitation, positron emission tomography services, computed tomography services, radiation therapy services and supplies, chemo therapy/bio therapy, level IV infusion services, pharmacy goods and services, clinical laboratory services, including but not limited to routine and specialized laboratory services, urinalysis, fecal occult blood testing, complete blood count testing, circulating tumor cell testing, prothrombin time (PT) testing, international normalized ratio (INR) testing, medical research, clinical trials, bone marrow biopsies, venous access devices, patient education, palliative care services, hospital coverage, electronic health records, ultrasounds, echocardiograms, oncology treatments and facilities, diagnostic imaging services, diagnostic testing services, therapeutic testing services, and all other goods and services related or incidental to the forgoing permitted uses.

2. Premises; Right of First Refusal.

2.1. The property leased is the Premises located in the Building as defined above. Unless specifically provided to the contrary elsewhere in this Lease, the term "*Premises*" shall consist of only that interior space located within the perimeter described on **Schedule A** (including the interior portions of the wall surfaces, ceiling and floor) and shall not include the roof or any exterior wall surfaces (other than exterior glass). The term "*Building*" shall include the parcel of real property on which the improvements are located and all improvements thereon (including, but not limited to Common Areas, as defined below), whether leased to the Tenant or not. The rentable square feet has been calculated in accordance with the ANSI/BOMA Z65.1-1996 (Building Owners and Managers Association) standards and is based on the current design drawings.

2.2. The Premises are leased together with a non-exclusive license to use, in common with the Landlord and other tenants in and users of the Building, those common areas of the Building necessary for ingress and egress, including lobbies, restrooms, halls, stairways, drives, sidewalks and parking areas (other than those reserved parking spaces, if any, allocated to other tenants in the Building), along with any other areas which Landlord may, but is not obligated to, designate for common use by tenants of the Building (the "*Common Areas*"). Unless specifically provided elsewhere in this Lease, the Tenant shall have no

designated parking spaces and shall observe any restricted parking areas designated by the Landlord. The Landlord does not grant any easement for light, air or view.

2.3. Effective as of the Commencement Date, so long as an Event of Default does not exist under this Lease at the time of the delivery to a prospective tenant by Landlord of a bona fide proposal to lease all or a portion of the Annex not then-leased by Tenant (the "Right of First Refusal Space"), Landlord shall provide, and hereby grants, to Tenant a right of refusal with respect to the Offered Space (as defined below) on the following terms and conditions:

2.3.1. At such time as Landlord delivers to a prospective tenant a bona fide proposal for leasing any portion of the Right of First Refusal Space (the "Offered Space"), Landlord shall provide Tenant a written notice ("Landlord's Notice of Terms") describing the financial terms and conditions of the proposed lease between Landlord and the prospective tenant;

2.3.2. The deadline for Tenant to exercise its right to lease the Offered Space (the "Exercise Deadline") shall be ten (10) days from the receipt of Landlord's Notice of Terms. If Tenant fails to provide written notice of exercise to Landlord prior to the Exercise Deadline, Tenant shall be conclusively deemed to have waived its right to lease the Offered Space and Landlord shall have the right to lease the Offered Space to a third party on terms and conditions satisfactory to Landlord; and

2.3.3. If Tenant timely exercises this right of refusal, Tenant shall lease the Offered Space on the terms and conditions set forth in Landlord's Notice of Terms, except that, if the term proposed in Landlord's Notice of Terms is different than the remainder of the Term of this Lease, the term in Landlord's Notice of Terms shall be disregarded and the term for any and all Offered Space shall expire co-terminously with the Term of this Lease. If the term in Landlord's Notice of Terms is different from the remainder of the Term of this Lease, all concessions included in Landlord's Notice of Terms will be proportionately reduced or increased to reflect the difference in the length of the terms. Landlord and Tenant shall enter into an amendment to this Lease with respect to the Offered Space containing terms and conditions identical to those specified in Landlord's Notice of Terms, except as stated in this paragraph.

3. Term.

3.1. This Lease shall be effective as of the Execution Date and, subject to a prior termination as provided in this Lease, the Lease shall remain in effect for the Term.

3.2. The Tenant may (prior to the Commencement Date and without incurring any liability for payment of Rent prior to the Commencement Date), place and install its personal property, cabling and wiring, equipment and trade fixtures, in any part of the Premises, at the Tenant's sole risk and expense. All other provisions of the Lease shall be applicable to this early occupation by the Tenant.

3.3. Renewal Right.

3.3.1. The Tenant shall have the right to renew the Term of this Lease for one (1) period of five (5) years (the "Renewal Term") by giving the Landlord written notice not less than nine (9) months prior to the expiration of the initial Term that the Tenant has exercised such renewal right. Tenant's rights in this section are subject to the following conditions:

(i) There shall not be an Event of Default by Tenant under this Lease at the time any such notice is given or at the time of the commencement of the Renewal Term;

(ii) The Tenant shall occupy the Premises during the Renewal Term under the same terms and conditions as specified in this Lease, except the Tenant shall lease the Premises in its then "as-is" condition, with the Tenant being entitled to no tenant improvement allowance or other right to require that improvements be made to the Premises (subject to Landlord's ongoing maintenance, repair and replacement obligations set forth in this Lease), and the Base Rent for the Renewal Term shall be the then Market Rate (as defined below);

(iii) As used herein, the term "Market Rate" shall be initially determined by Landlord as the amount of base annual rent per square foot then being charged in comparable office buildings located in

the same geographic submarket as the Building (the “Comparable Buildings”) for space comparable to the Premises and taking into consideration all other relevant factors establishing similarity or dissimilarity between the comparable lease and the leasing of the Premises to Tenant for the Renewal Term, including, without limitation, escalations, length of lease term, size and location of the Premises, quality and creditworthiness of the tenants, amenities offered, location of building, the cost and provision of parking spaces and other generally applicable concessions, allowances, terms and conditions of tenancy. In determining the Market Rate, Landlord shall be entitled to accord the greatest weight to recent transactions in the Building. The reference to the foregoing factors is illustrative only and the presence or absence of such factors shall be taken into account in determining the Market Rate;

(iv) Within thirty (30) days after the Landlord receives the notice of the Tenant’s exercise of the renewal right for the Renewal Term, the Landlord shall notify the Tenant of the proposed Market Rate, as well as the rate of escalation, applicable to the Renewal Term. In the event that the Landlord and the Tenant are not able to agree as to the Market Rate and rate of escalation within thirty (30) days of good faith negotiation, the Landlord and the Tenant shall each select a licensed property appraiser in Martin County, Florida, who shall each, at the respective parties expense, provide an opinion as to the Market Rate and rate of escalation for the applicable Renewal Term within thirty (30) days. If the appraisers selected by the Landlord and Tenant cannot agree upon the Market Rate and rate of escalation for the Renewal Term within thirty (30) days after receiving the appraisals, the appraisers shall mutually select a third appraiser at the joint expense of Landlord and Tenant whose appraisal shall be delivered within thirty (30) days and shall be combined with the other two appraisals and the average of the three shall become the Market Rate and rate of escalation for the Renewal Term;

(v) The Tenant shall not be entitled to enter into more than one (1) Renewal Term; and

(vi) In the event the Tenant fails to timely notify the Landlord in the manner herein specified, the Tenant shall be conclusively deemed to have waived its right to enter into the Renewal Term.

4. Condition and Use of Premises.

4.1. Condition of Premises.

4.1.1. Neither the Landlord, nor its agents, or the Managing Agent, has made any representations with respect to the Premises or Building that are not set forth in the Lease. The Tenant represents that it has made its own inspection of and inquiry regarding the condition of the Premises, the Building and real property upon which they are located and is not relying on any representations of the Landlord or its agents, or the Managing Agent that are not set forth in the Lease. Tenant hereby accepts the Premises “as is,” and confirms that the Premises, the Building and the Common Areas are in good and satisfactory condition and suitable for the Tenant's Permitted Use. However, Landlord covenants that as of the Commencement Date, except to the extent of the Tenant Improvements, all plumbing, electrical and HVAC systems and components will be in good working condition and that the Building and Premises will be (i) wind-tight and water-tight, (ii) in compliance with all applicable governmental requirements and regulations including without limitation, the provisions of the Americans With Disabilities Act, and all zoning and land use, public health, building code or other similar laws applicable to the Building and Premises each as in effect as of the Commencement Date, and that such laws allow the Premises to be used for the Permitted Use, (iii) in compliance in all material respects with all recorded matters, laws, ordinances, and governmental regulations and orders and the terms of all easements, covenants, conditions and restrictions affecting the Building and Premises, and (iv) free from any latent defects (whether structural, mechanical, electrical or otherwise) known to Landlord but not disclosed to Tenant in writing.

4.2. The Premises shall be used and occupied by the Tenant for the Tenant's Permitted Use and for no other purpose. The Tenant may not use the Premises or any portion thereof for any illegal or unlawful purpose and may not cause or permit a nuisance to be created or maintained on the Premises including, without limitation, noises of such a level as to disturb others in the Building. The Tenant's use of the Premises and the Common Areas shall comply with the “Rules & Regulations” listed in **Schedule D**, if any, which apply to the Premises, as the same may be reasonably amended by Landlord from time to time. The Tenant's use

may not increase the fire insurance premiums on the Building or make that insurance unavailable to the Landlord.

- 4.3. The Tenant shall comply with all legal requirements of any governmental or quasi-governmental body including City, County, State or Federal boards having jurisdiction respecting any operation conducted or any equipment installations or other property placed upon, in or about the Premises by it. The Tenant shall immediately, on discovery of any unlawful use within the Premises, take action to halt that activity. Except as provided in *Section 4.4* or as specifically assigned to the Tenant above, the Landlord shall comply with all legal requirements of any governmental or quasi-governmental body including City, County, State or Federal boards having jurisdiction respecting the Building and the Common Areas (and not the Premises).
- 4.4. Tenant shall, at its sole expense, cause the Premises (including the Tenant Improvements which shall be Tenant's responsibility and expense, subject to the Allowance) to comply with all applicable laws and regulations dealing with access by individuals with disabilities, including Title III of The Americans with Disabilities Act, Public Law 101-336 (July, 1990) as revised from time to time.

5. Rent.

- 5.1. Commencing on the Commencement Date and continuing for the remainder of the Term, the Tenant shall pay to the Landlord the Base Rent of Sixteen and No/100 Dollars (\$16.00) per rentable square foot of the Premises escalating annually, as set forth on *Schedule C*. Base Rent and Additional Rent (defined below) shall be payable without previous demand and without offset or deduction except as otherwise provided in this Lease, in advance, on or before the first day of each month. All Rent shall be payable without deduction or offset except as otherwise provided in this Lease. The Tenant shall make Rent payments by check or direct deposit to the Managing Agent or as otherwise may be designated, from time to time, in writing, by the Landlord to the Tenant. If the Commencement Date is a day other than the first day of the month or if the Term ends on a day other than the last day of the month, the Base Rent for any partial month of the Term shall be prorated on a per diem basis. Notwithstanding anything in this paragraph to the contrary, Tenant shall receive an abatement of Base Rent in the amount of \$3,750.00 per month for March 1, 2017 through December 31, 2017; provided however, that Tenant shall pay Additional Rent during such period of time.
- 5.2. Upon Tenant's and Landlord's execution of this Lease, Tenant will simultaneously pay to Landlord the amount of the "Prepaid Rent" set forth above, which amount will be applied by Landlord towards the Rent and sales tax due from Tenant for the last month of the Term.
- 5.3. Should any governmental authority having jurisdiction over the Premises declare or otherwise assess against the Landlord any tax on the Tenant's rents, lease, or leasehold whether designated as a stamp tax, sales tax, ad valorem tax, use tax or otherwise (other than income taxes), then all taxes so charged shall be the Tenant's obligation and shall be paid at the same time as Base Rent and Additional Rent.
- 5.4. On and after the Commencement Date and continuing through the Term, the Tenant shall pay to the Landlord, as "Additional Rent," the "Tenant's Proportionate Share" of all Expenses including any applicable sales tax. If the Term does not cover an entire twelve (12) months for a particular calendar year, the amount of Additional Rent due from the Tenant will be adjusted proportionately on a per diem basis. The Landlord shall send the Tenant, in writing, an itemized statement of any Additional Rent due from the Tenant (the "Statement") on or before one hundred twenty (120) days after the end of each calendar year. For each calendar year during the Term, the amount by which those Expenses that vary with occupancy (such as, but not limited to, cleaning costs, waste disposal, management fees and utilities) would have increased had the Building been 90% occupied and operational and had all Building services been provided to all tenants will be reasonably determined and the amount of such increase will be included in Expenses for such calendar year. The Tenant shall pay that amount indicated in that Statement within thirty (30) days after the Statement is rendered. With each Base Rent payment, the Tenant shall pay the Landlord, in advance, one-twelfth of the estimated amount of the Tenant's Proportionate Share Expenses for the upcoming calendar year as a credit against Additional Rent due for that current calendar year (the "Advance Payments"). At any time during the calendar year the Landlord may increase the amount of the monthly Advance Payments for that year to account for unexpected increases in Expenses by providing at least thirty (30) days' prior written notice to the Tenant. Any deficiency in the Advance Payments shall be noted in the Statement and paid within the thirty (30) day period noted above. Any

overpayment in the Advance Payments shall be noted in the Statement and Landlord shall credit such amount to Tenant's subsequent payments of Rent under this Lease, or if the Lease has terminated, remit the amount of such overpayment to Tenant within the thirty (30) day period noted above. The Tenant's obligation to pay Additional Rent shall survive any early termination of the lease. An initial budget for Expenses (as defined below) has been set by the Landlord based on an estimate of first year costs. At the end of the first calendar year of operation, the Expenses will be re-budgeted based on the actual experience of the first year and expected Expenses for the upcoming year. Any actual costs in excess of the initial budget will be billed to the Tenant as Additional Rent. If the Landlord fails to send the Statement, the Tenant must continue to pay on old scale. The Tenant shall pay the Landlord Additional Rent in amounts and in the manner as described below:

- 5.4.1. "Expenses" shall include all direct costs of operation and maintenance of the Building and the Common Areas (to the extent Landlord is required to operate and maintain the same) as determined by generally accepted accounting principles ("GAAP"), consistently applied, and shall include by way of illustration, but not be limited to:
- (i) "Management Office Fees." Occupancy costs associated with the Building management office, consisting of Base Rent plus the proportionate share of Expenses attributable to such office;
 - (ii) "Administrative Fees." An amount equal to four percent (4%) of the gross revenue of the Building (provided that if the Landlord elects to use the services of a managing agent, Expenses will include, instead of Administrative Fees, management fees calculated in the same manner as administrative fees);
 - (iii) "Taxes." Amounts paid by the Landlord for real estate taxes, special assessments, or any governmental charges which may be levied or assessed against the Building, including the Common Areas. Taxes shall specifically exclude the Landlord's income and/or franchise taxes and tax penalties;
 - (iv) "Utilities." Amounts paid by the Landlord for electricity, heating and air conditioning, water and sewer serving the Building.
 - (v) "Insurance." Amounts paid by the Landlord for all premiums for insurance required by this Lease or other property and liability insurance coverage with respect to the Building, including Common Areas, deemed to be reasonable by the Landlord.
 - (vi) "Maintenance." The reasonable cost of wages, including associated payroll taxes, insurance and fringe benefits, of persons employed by the Landlord in connection with the operation or management of the Building, including the Common Areas, including, but not limited to, management personnel, secretaries, security guards (if any), carpenters, painters, laborers and other office, maintenance, security, janitorial or general cleaning personnel (excluding those janitorial and cleaning services required to be performed by Tenant). Maintenance shall also include the reasonable cost of services furnished by independent contractors with respect to the operation, repair, maintenance, security or cleaning of the Common Areas. In addition, Maintenance shall include the reasonable cost of materials, tools and equipment, fluorescent and incandescent lamps, filters, cleaning supplies and maintenance items purchased by the Landlord in providing services to the Common Areas.
 - (vii) "Operating Expenses." All reasonable amounts paid by the Landlord for all direct costs of operations and maintenance of the Building required to be performed by Landlord (not otherwise specified above) and as determined by GAAP. These shall include the following costs by way of illustration, but not limitation: payroll expenses, fuel, security, management fees, legal and professional fees, maintenance costs (including building and grounds), amounts for electricity, heating and air conditioning, water and sewer serving the Building, and amounts for cleaning the Common Areas (including janitorial services, supplies and waste removal for the Common Areas).

- (viii) Changes to Law. Capital expenses made by reason of insurance requirements and costs (whether capital or not) that are incurred in order to conform to changes subsequent to the Execution Date in any laws impacting the Premises, Building and/or Common Areas or that are made by reason of insurance requirements, or that are reasonably intended to reduce the Expenses or the rate of increase in the Expenses.
- (ix) "Depreciation." Depreciation, calculated over the useful life, for capitalized repairs/replacements of the Building and/or Common Area systems (e.g., life safety systems, and the like).

5.4.2. Expenses shall not include:

- (i) mortgage principal or interest;
- (ii) ground lease payments;
- (iii) leasing commissions;
- (iv) costs of advertising space for lease in the Building;
- (v) costs for which the Landlord is reimbursed by insurance proceeds or from tenants of the Building (other than such tenants' regular contributions to Expenses);
- (vi) any depreciation or capital expenditures (except as expressly provided above);
- (vii) legal fees incurred for negotiating leases or collecting rents; and
- (viii) costs directly and solely related to the maintenance and operation of the entity that constitutes the Landlord, such as accounting fees incurred solely for the purpose of reporting the Landlord's financial condition.

5.4.3. The Landlord shall maintain complete and accurate records of all costs incurred in the operation and maintenance of the Building and the furnishing of services to its tenants, including those which the Landlord intends to include in Expenses for a period of five (5) years. At any reasonable time, but no more than once in each calendar year, the Tenant shall be entitled to inspect, at Tenant's sole cost and expense, all of the Landlord's records necessary to reasonably satisfy itself that all charges have been correctly allocated to the Tenant. If Tenant elects to use a third-party inspector for such inspection, such inspector must be an independent certified public accountant (not to include a contingency fee inspector) of Tenant's choosing and reasonably acceptable to Landlord. The Tenant must give the Landlord at least five (5) business days' prior written notice before exercising this inspection right. The inspection shall be conducted at the Managing Agent's business office during its regular business hours and shall be limited to either or both of the two (2) immediately preceding calendar years. Landlord may have an agent or employee present during such inspection. Tenant shall require that its auditors, attorneys and anyone associated with such parties shall not disclose the results of any such inspection to any past, current or prospective tenant of the Building. If, at the conclusion of such inspection, Tenant's inspection of such expenses for the preceding year indicates that Tenant made an overpayment to Landlord for such preceding year, Landlord shall credit such amount to Tenant's subsequent payments of Rent under this Lease, or if the Lease has terminated, remit the amount of such overpayment to Tenant within thirty (30) days after Landlord receives the results of the inspection indicating such overpayment. If, at the conclusion of such audit, such audit reveals an underpayment by Tenant, Tenant will remit the amount of such underpayment within thirty (30) days of Tenant receiving the results of the inspection indicating such underpayment. Should Landlord disagree with the results of Tenant's inspection, Landlord and Tenant shall refer the matter to a mutually acceptable independent certified public accountant, who shall work in good faith with Landlord and Tenant to resolve the discrepancy. The fees and costs of such independent accountant to which such dispute is referred shall be borne by the unsuccessful party and shall be shared pro rata to the extent each party is unsuccessful as determined by such independent certified public account, whose decision shall be final and binding.

5.5. The Tenant's failure to timely pay Rent may cause the Landlord to incur unanticipated costs. If any Rent payment is not received within ten (10) days after it becomes due, the Tenant shall pay the Landlord a late charge equal to five percent (5%) of the overdue amount. Landlord and Tenant agree that: (i) such late charge is not intended as a penalty but is instead intended to compensate Landlord for additional administrative charges and other damages suffered or incurred by Landlord on account of such late payment; (ii) the actual damages to be suffered by Landlord in such event shall be difficult, if not

impossible to ascertain; and (iii) such late charge is a reasonable estimate of such charges and damages. The payment of late charges shall not excuse or cure any default by the Tenant under this Lease.

6. Security Deposit.

6.1. Security Deposit. Upon Tenant's and Landlord's execution of this Lease, Tenant will simultaneously deposit with Landlord the amount of the "Security Deposit" set forth above. Landlord and Tenant intend the Security Deposit to be used solely as security for Tenant's faithful and diligent performance of all of Tenant's obligations under this Lease. The Security Deposit will remain in Landlord's possession for the entire Term, and Landlord will not be required to segregate it from Landlord's general funds. Tenant will not be entitled to any interest on the Security Deposit. If Tenant fails to perform any of its obligations under this Lease, Landlord may, at its option, use, apply or retain all or any part of the Security Deposit for the payment of (1) any Rent in arrears; (2) any expenses Landlord may reasonably incur as a direct result of Tenant's failure to perform; (3) any leasing or brokerage commissions owed in connection with this Lease; (4) any amounts incurred or owed by Landlord for any Tenant Improvements as provided in **Schedule B** attached to this Lease; and (5) any other actual losses or damages Landlord may reasonably suffer as a direct result of Tenant's failure to perform. If Landlord so uses or applies all or any portion of the Security Deposit, Landlord will notify Tenant of such use or application and Tenant will, within 10 days after the date of Landlord's notice, deposit with Landlord a sum sufficient to restore the Security Deposit to the amount held by Landlord immediately prior to such use or application. Tenant's failure to so restore the Security Deposit will constitute an Event of Default.

6.2. Transfers. Tenant will not assign or encumber the Security Deposit without Landlord's express written consent. Neither Landlord nor its successors or assigns will be bound by any assignment or encumbrance unless Landlord has given its consent. Landlord will transfer the Security Deposit to any purchaser of the Building. Upon any such transfer, Tenant agrees to look solely to the new owner or lessee for the refund of the Security Deposit. Tenant certifies to Landlord that the Security Deposit will not be treated as a preference payment and cannot be disgorged in any bankruptcy, insolvency, receivership, reorganization or dissolution proceeding involving Tenant.

7. Improvements. The Landlord has made no representation or promise as to the condition of the Premises except as provided in this Lease. Except as provided in this Lease, the Tenant has inspected the Premises, is fully familiar with the physical condition of the Premises and shall accept the Premises "as is," "where is" and without any warranty, express or implied, or representation as to fitness or suitability, and the Landlord shall have no obligation to make any improvements to the Premises except as set forth herein. The Tenant shall construct the Tenant Improvements, as defined in the attached Possession and Tenant Improvements Agreement (the "Work Letter"), attached hereto as **Schedule B**, in the Premises in accordance with the terms and provisions of the Lease and that certain Work Letter. Notwithstanding anything in this Lease, including the Work Letter, to the contrary, in the event that repair or improvements to all or any portion of the Building (excluding the Premises) is required by applicable governmental authorities in connection with their issuing permits for or approvals of the Tenant Improvements, then Landlord shall have the right to terminate this Lease upon written notice to Tenant in which event all deposits and pre-paid but unearned sums or amounts paid to Landlord by Tenant shall be refunded to Tenant.

8. Alterations, Additions and Improvements.

8.1. Tenant shall not make any alterations, additions or improvements, structural or otherwise (the "Alterations") in or to the Premises in excess of ten thousand dollars (\$10,000) in the aggregate, over the Term, without the Landlord's prior written consent. The plans and specifications for any approved Alterations shall be subject to the Landlord's prior written approval and once approved, shall not be materially changed without the Landlord's prior written consent. Even if the Alterations do not require the Landlord's prior written consent, the Tenant shall provide the Landlord with a copy of the plans and specifications and estimated construction costs for the Alterations prior to commencing construction. All Alterations, whether requiring consent or not, shall be made promptly, in a workmanlike manner, paid for by the Tenant allowing no liens to attach either to the Premises or to the Tenant's leasehold interest and so as not to unreasonably disturb or inconvenience other tenants in the Building. The Landlord shall have the right to require the Tenant to provide such assurances as the Landlord shall reasonably require (e.g., bonds, escrows, etc.) to protect the Landlord against unpaid work and to require that any work be performed only by duly licensed contractors and subcontractors approved by the Landlord. Tenant shall have the option, upon request from the Landlord, of posting a bond or escrow for any construction work so

as not to unnecessarily cause for the additional expense of a bond. Upon a termination of the Lease, the Tenant shall provide the Landlord with copies of all unexpired construction warranties related to the Alterations, all of which shall be deemed assigned to the Landlord. Unless otherwise noted in the Landlord's written approval of the Alteration, any Alteration shall remain and be surrendered with the Premises on expiration of the Lease. If the Landlord's approval of the Alteration provides that the Alteration is not to be surrendered, the Tenant, at its sole cost, shall remove that Alteration which is not to remain and shall repair all damage to the Premises caused by that removal. In no event, however, shall the Tenant remove any of the following materials or equipment (which shall be deemed to be the Landlord's property) without the Landlord's prior written consent: any power wiring or power panels; lighting or lighting fixtures; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners or any other heating or air conditioning equipment; or other similar building operating equipment and decorations except for any of the aforementioned which is specifically related to medical equipment or related machinery. This removal/repair obligation shall survive a termination of the Lease. Notwithstanding anything in this Lease to the contrary, the Tenant shall be responsible for any ad valorem taxes or increase therein resulting from Alterations made by or at the direction of the Tenant. The Landlord consents/approvals required under this Section shall not be unreasonably withheld, conditioned or delayed.

9. Services.

- 9.1. The Landlord will cause the following services (the "Services") to be furnished to the Building: janitorial service for the Common Areas only, water and sewer service to the Building, operator-less elevator service, removal of trash from site receptacles in the Common Areas (in accordance with city schedules and regulations), and electrical service and heating and air conditioning for the Building and Premises (excluding heating and air conditioning for the Premises, unless the heating and air conditioning system serving the Premises requires replacement, in which event Landlord shall replace the same). The costs for the foregoing Services shall be included in the Expenses. Any additional costs incurred by the Landlord which result from the Tenant's extraordinary usage of the Services shall be paid by the Tenant as Additional Rent.
- 9.2. Tenant, at Tenant's sole cost and expense, is obligated to provide daily (Monday through Friday) janitorial service to the Premises and to provide (and maintain and repair) the heating, ventilation and air conditioning equipment serving the Premises (subject to Landlord's obligation to replace the same set forth in Section 9.1 above). In addition, Tenant shall pay any and all direct charges for telephone, cable, internet, and any other utilities used in the Premises (other than electricity, as provided below) directly to the providers of the same promptly as and when due, including, without limitation, any and all required fees and deposits for such service. Landlord confirms that (i) there is currently one electrical meter for the Building, (ii) Landlord pays the charges for electricity consumed within the Building, and (iii) the tenants in the Building reimburse Landlord for their proportionate share of such charges. As such, Tenant agrees to pay to Landlord Tenant's Proportionate Share of all charges for electricity consumed within the Building during the Term. Landlord will invoice Tenant from time to time for such charges, which will be deemed Rent under this Lease, and Tenant will pay the same within 10 days after the date of Landlord's invoice. The foregoing obligation shall survive the expiration or earlier termination of this Lease. In the event that the Premises becomes separately metered for electricity during the Term, then thereafter Tenant shall pay all charges for electricity consumed within the Premises directly to the electricity service provider.
10. Access. The Landlord shall provide the Tenant with 24 hour, 7 days a week, 52 weeks a year access to the Premises. There shall be open access to the Building during the standard work week. At all other times, access to the Building may be restricted by use of a master key and/or "punch code" access system at one of the entrances to the Building. The Landlord shall furnish the Tenant any swipe cards and/or "punch code" for entering the Building.
11. Parking. The parking spaces for the Building shall be available for Tenant and its employees, agents, invitees and licensees on a first-come, first-serve basis with other tenants in the Building and their employees, agents, invitees and licensees. Except as required by law or applicable zoning codes, the parking spaces shall be unmarked. Tenant's right to such parking spaces is subject to Landlord's right to grant other tenants of the Building the right to parking spaces associated with the Building. Landlord reserves the right from time to time to assign or re-assign the location of such parking spaces in any manner that Landlord in Landlord's sole discretion deems beneficial to the operation of the Building. All motor vehicles (including all contents thereof)

parked in the parking areas for the Building are parked at the sole risk of Tenant, its employees, agents, invitees and licensees, it being expressly agreed and understood that Landlord has no duty to insure any of said motor vehicles (including the contents thereof), and that Landlord is not responsible for the protection and security of such vehicles, or the contents thereof.

12. Maintenance; Repairs. The Landlord, at its expense (all of which shall be included in the Expenses), shall repair all of the exterior and structural elements of the Building, including the exterior windows, and the Common Areas and all general mechanical, plumbing, HVAC and electrical systems installed in the Building (excluding the Premises, except for Landlord's obligation to replace the HVAC system serving the Premises as set forth in Section 9.1 above). Tenant will, at Tenant's own expense: (a) at all times during the Term, maintain the interior, non-structural portions of the Premises in good order and repair, which shall include, without limitation, replacing fluorescent and incandescent lamps as needed, and in a condition that complies with all applicable laws; (b) promptly and adequately repair all damage to the Premises under the supervision and subject to the prior reasonable approval of Landlord; and (c) maintain and repair the heating, ventilation and air conditioning systems serving the Premises (subject to Landlord's obligation to replace the same set forth in Section 9.1 above). In addition, the cost of any repairs to the Building, including Common Areas, caused by the negligence or willful acts of the Tenant or its customers, licensees, agents, servants or employees shall be borne by the Tenant and shall (along with an overhead fee equal to ten percent (10.0%) of the total cost of such repairs) be reimbursed to the Landlord with the next Base Rent payment after written demand for reimbursement is made by the Landlord. Landlord and Tenant agree that: (i) the foregoing overhead fee is not intended as a penalty but is instead intended to compensate Landlord for additional administrative charges and other damages suffered or incurred by Landlord on account of having to make such repairs; (ii) the actual damages to be suffered by Landlord in such event shall be difficult, if not impossible to ascertain; and (iii) such overhead fee is a reasonable estimate of such charges and damages. When requested by the Tenant, this written demand for reimbursement shall be accompanied by reasonable supporting documentation including proof of payment. The Tenant's reimbursement obligation shall be limited to those reasonably incurred costs (including the specified overhead) over the amounts reimbursed by insurance carried by the Landlord. The Landlord shall make available to the Tenant any warranties the Landlord has received which are applicable to the repairs to be paid for by the Tenant.
13. Liability. The Landlord shall not be liable to the Tenant for any damages resulting from any act or omission of any other tenant provided that the causes of the damage are not directly under the care, custody or control of the Landlord. The Landlord shall not be liable to the Tenant for any damage caused to the Tenant or its property due to the Premises, Building, or Common Areas (or any part or appurtenances thereof) being or becoming out of repair or arising from the failure of any utility service unless such failure is caused by the action or inaction of the Landlord. The Tenant shall promptly report to the Landlord any defective condition in or about the Premises, Building, or Common Areas known to the Tenant. The Tenant shall promptly report to the applicable utility company any interruption of its utility service. So long as the Landlord acts reasonably and in good faith: (i) there shall be no abatement or reduction of Rent by reason of any of the utility services not being continuously provided to the Tenant unless such interruption of service results from the Landlord's negligence; nor (ii) shall such interruption of utility services constitute either a constructive or partial eviction; however, Tenant may terminate this Lease by written notice to Landlord if such interruption of utility services continues for any reason for sixty (60) consecutive days or for sixty (60) days over any ninety (90) day period, with such termination notice to be delivered to Landlord within fifteen (15) days following the end of such period, as applicable (unless such service interruption is the result of a casualty or condemnation event, in which event those provisions of the Lease shall control).
14. Taxes and Assessments. The Landlord shall list the Building for ad valorem real estate tax assessments assessed against the building purposes and shall pay all ad valorem real estate tax assessments assessed against the Building, all of which shall be included in the Expenses. The Tenant shall pay all taxes and assessments imposed on the Tenant's personal property located on the Premises, whether affixed or not, and all other taxes, fees and assessments imposed for its use or occupation of the Premises.
15. Signs. The Tenant shall not fix, print, paint, or display any sign, name, legend, notice or advertisement: (a) on the exterior of the Building, Common Areas or Premises, or (b) on the Building or Common Area grounds, or (c) in such a place inside the Building as to be visible from the exterior without written consent from Landlord, such consent not to be unreasonably withheld, conditioned or delayed; provided, however, that notwithstanding the foregoing, Tenant shall be permitted to install exterior signage on the Building subject to Landlord's prior written consent as to the design, size and location of such signage and subject to approval from all governmental authorities. All exterior decor and exposed sides of drapes, blinds, shutters, and other window

treatments must receive the Landlord's prior written approval. The Landlord shall provide and the Tenant shall have the right to display the Building's standard signage on any Building directory and adjacent to the Tenant's primary entrance door. The Tenant shall bear the cost of all of its signage (which may be funded out of the Allowance) and the Tenant shall bear all reasonable costs incurred in making any subsequent informational changes to that signage requested by the Tenant. The Tenant, at its sole expense, shall remove all signs erected for/by the Tenant upon termination of the Lease and shall repair any damage to the Premises and Building caused by their removal. This repair/removal obligation shall survive the termination of the Lease.

16. Insurance.

16.1. Landlord's Insurance. The Landlord shall procure and maintain the following:

16.1.1. All risk property insurance on the Land (as defined below) and Building. The Landlord shall not be obligated to insure any furniture, equipment, trade fixtures, machinery, goods, or supplies which the Tenant may keep or maintain in the Premises or any alteration, addition, or improvement which the Tenant makes upon the Premises. In addition, the Landlord may elect to secure and maintain rental income insurance. If the annual cost to the Landlord for such property or rental income insurance exceeds the standard rates because of the nature of the Tenant's operations, the Tenant shall, upon receipt of appropriate invoices, reimburse the Landlord for such reasonable increased cost; and

16.1.2. Commercial general liability insurance, which shall be in addition to, and not in lieu of, insurance required to be maintained by the Tenant. The Tenant shall not be named as an additional insured on any policy of liability insurance maintained by the Landlord.

16.2. Tenant's Insurance. The Tenant, at the Tenant's expense, agrees to keep in force during the Term of this Lease:

16.2.1. Commercial general liability insurance which shall afford the following limits:

- (i) Each Occurrence \$1,000,000
- (ii) General Aggregate \$2,000,000
- (iii) Personal and Advertising Injury Liability \$1,000,000
- (iv) Each Fire Damage Occurrence: \$50,000
- (v) Medical Payments \$5,000

16.2.2. Any general aggregate limit shall apply on a per location basis. The Tenant's commercial general liability insurance shall name the Landlord as an additional insured. This coverage shall be written on the most current ISO CGL form or equivalent, shall include blanket contractual, premises-operations and products-completed operations. Such insurance shall be written on an occurrence basis and contain a standard separation of insureds provision.

16.2.3. Tenant shall be obligated to obtain "all risk" (or similar) property insurance for furniture, equipment, trade fixtures, machinery, goods, or supplies which the Tenant may keep or maintain in the Premises and for any alteration, addition, or improvement which the Tenant may make upon the Premises for the full replacement cost thereof. Tenant shall be the named loss payee for such insurance, except that any insurance proceeds resulting from casualty loss to the Tenant Improvements shall be made available to Landlord for restoration of the Premises in accordance with Section 19 below, but only to the extent of the Allowance.

16.3. Tenant's Insurer Rating; Certification of Insurance. All policies required to be carried by the Tenant hereunder shall be issued by and binding upon an insurance company licensed to do business in the state in which the Land is located with a rating of at least "A-" or better as set forth in the most current issue of Best's Insurance Reports, unless otherwise approved by the Landlord. The Tenant shall not do or permit anything to be done that would invalidate the insurance policies required herein. Liability insurance maintained by the Tenant shall be primary coverage without right of contribution by any similar insurance that may be maintained by the Landlord. Certificates of insurance, acceptable to the Landlord, evidencing the existence and amount of each insurance policy required hereunder shall be delivered to the Landlord prior to delivery or possession of the Premises and ten (10) days following each renewal date. Certificates of insurance shall include an endorsement for each policy showing that the Landlord, its trustees, officers, directors, members, agents, and employees, the Landlord's mortgagees, and the

Landlord's representatives are included as additional insureds on liability policies and that the Landlord is named as loss payee on the property insurance except as otherwise provided herein. Further, the certificates must include an endorsement for each policy whereby the insurer agrees not to cancel, non-renew, or materially alter the policy without at least thirty (30) days' prior written notice to the Landlord; however, if the insurer is unwilling to provide such endorsement free of charge, then it shall be incumbent upon Tenant to provide such notice to Landlord relating to cancellation, non-renewal or material alteration within ten (10) days following Tenant's receipt of such notice from the insurer.

- 16.4. In the event that the Tenant fails to provide evidence of insurance required to be provided by the Tenant in this Lease, prior to the Commencement Date and thereafter during the Term, within ten (10) days following the Landlord's request thereof, the Landlord shall be authorized (but not required) to procure such coverage in the amount stated with all costs thereof to be chargeable to the Tenant and payable upon written invoice thereof.
- 16.5. The limits of insurance required by this Lease, or as carried by the Tenant, shall not limit the liability of the Tenant or relieve the Tenant of any obligation thereunder, except as otherwise expressly provided for herein. Any deductibles selected by the Tenant shall be the sole responsibility of the Tenant.
- 16.6. The Tenant's insurance requirements stipulated herein are based upon current industry standards. The Landlord reserves the right to reasonably require additional coverage or to increase limits as industry standards change.
- 16.7. Should the Tenant engage the services of any contractor to perform work in the Premises (other than in connection with the performance of the Tenant Improvements, for which the insurance requirements are stated in the Work Letter), the Tenant shall ensure that such contractor carries commercial general liability, business automobile liability, umbrella/excess liability, worker's compensation and employers liability coverages in substantially the same amounts as are required of the Tenant under this Lease. Contractor shall name the Landlord, its trustees, officers, directors, members, agents and employees, any Holder and the Landlord's representatives as additional insureds on the liability policies required hereunder. All policies required to be carried by any contractor shall be issued by and binding upon an insurance company licensed to do business in the state in which the Land is located with a rating of at least "A-" or better as set forth in the most current issue of Best's Insurance Reports, unless otherwise approved by the Landlord. Certificates of insurance, acceptable to the Landlord, evidencing the existence and amount of each insurance policy required hereunder shall be delivered to the Landlord prior to the commencement of any work in the Premises. Further, the certificates must include an endorsement for each policy whereby the insurer agrees not to cancel, non-renew, or materially alter the policy without at least thirty (30) days' prior written notice to the Landlord. The above requirements shall apply equally to any subcontractor engaged by a contractor.
17. Indemnification. Except where caused by the Landlord's or its employee's, agent's, or contractor's gross negligence or willful misconduct, the Tenant shall indemnify and hold the Landlord, all Holders and any owners, managers, members, officers, directors, representatives, employees and agents of any of them harmless from any liability for injury to or death of any person or damage to any property relating to or arising out of the Tenant's or its invitee's, employee's, agent's or contractor's use of the Premises. If Landlord is made a party to any such litigation, then the Tenant shall protect and hold harmless and pay all court costs, penalties, charges, damages, expenses, and reasonable attorney's fees incurred or paid by the party to be indemnified. The parties hereto agree to cooperate fully with each other in connection with the defense, negotiation, or settlement of any such legal proceeding, claim, or demand. Without limiting the generality of the foregoing, each party agrees to provide the other with all information, materials, or records in its possession that is essential to the other party's defense of any such proceeding, claim, or demand and that is not reasonably available from another source subject to applicable laws of confidentiality and attorney-client privilege. These obligations shall survive a termination or expiration of the Lease. Landlord will not be liable under any circumstances to Tenant for any incidental or consequential damages.
18. Waiver of Subrogation. Notwithstanding the language of Section 17 to the contrary or that the loss or damage may be due to or result from the negligent or willful act of a party or its employees or agents, the Landlord and the Tenant, for themselves and their respective insurers, release each other from any and all claims, demands, actions and causes of action that each may have or claim to have against the other for loss or damage to persons or property, both real and personal, caused by or resulting from casualties required to be insured against by the terms of this Lease or otherwise insured against by the party suffering the loss or damage.

All general liability policies of insurance required by this Lease shall contain a provision whereby the insurer waives all rights of subrogation against either the Tenant or the Landlord, as appropriate. If insurance policies with waiver of subrogation provisions shall be obtainable only at a premium, the party seeking the policy shall pay that additional premium. Except to the extent insurance pays (or would have paid if the insurance coverage required by this Lease were in effect) a claim subject to indemnification, this release is not intended to nor shall it release a party from its indemnification obligations as set out in this Lease. These obligations shall survive a termination of the Lease.

19. Destruction.

19.1. If the Premises is damaged by casualty and: (i) the Landlord, in its reasonable judgment, concludes that restoration of the damage cannot be completed within one hundred eighty (180) days; or (ii) less than six (6) months of the Term remains and the repairs are estimated to require more than sixty (60) days to repair; or, (iii) insurance proceeds (along with funds the Landlord, in its discretion, decides to provide) in an amount sufficient to restore the Premises is not made available to the Landlord (provided, that the Landlord shall use commercially reasonable efforts to obtain the proceeds to which it is entitled under its applicable insurance policy); the Landlord or the Tenant may, at their option, terminate this Lease by giving written notice of termination not later than thirty (30) days after the date the Landlord provides the Tenant with the information described below. In that event and provided the Tenant timely vacates the Premises, Base Rent and Additional Rent paid for the period beyond the date of destruction shall be refunded to the Tenant and neither party shall have any further obligations under this Lease except for those obligations which are expressly provided to survive a termination. Within thirty (30) days after the casualty, the Landlord shall furnish the Tenant with the Landlord's estimate of the time required to complete repairs and whether or not sufficient funds are available to pay for the required repairs. Notwithstanding the foregoing, Tenant may terminate this Lease if Landlord fails to restore the Premises to the same condition they were in immediately before such fire or other casualty within six (6) months following the issuance of all permits required for such restoration work, regardless of the cause or reason for Landlord's failure, including but not limited to any condition referenced in Section 33 of this Lease or other condition beyond the control of Lessor (except that Tenant shall not have such termination right if Landlord's failure to restore the Premises results solely from Tenant's refusal to pay over to Landlord any insurance proceeds received by Tenant resulting from damage to the Tenant Improvements). Any party responsible for restoration shall promptly apply for and diligently pursue the issuance of all permits required for such party to complete the restoration work if this Lease is not terminated.

19.2. If the Lease is not terminated pursuant to Subparagraph **Error! Reference source not found.**, the Landlord, at its expense to the extent insurance proceeds are available, shall promptly restore and/or repair the Premises (other than Tenant Improvements and all Alterations, all of which shall be the Tenant's responsibility except to the extent Landlord receives insurance proceeds related thereto) and any other portions of the Building outside the Premises required for the Tenant's use of the Premises. Except as set forth in the foregoing sentence, in no event shall the Landlord or Tenant be required to restore fixtures or personal property of Tenant or improvements made or owned by the Tenant. If the Tenant is reasonably required to close all or a portion of its operations during the period of repair/restoration, Base Rent and Additional Rent shall abate on a proportional basis (based upon the square footage of the unusable portion of the Premises) during that period. In no event shall the Landlord have any liability for losses claimed by the Tenant resulting, directly or indirectly, from the Tenant's inability to use the Premises. Notwithstanding the foregoing, Tenant may terminate this Lease if Landlord fails to restore the Premises to the same condition they were in immediately before such fire or other casualty within six (6) months following the issuance of all permits required for such restoration work, regardless of the cause or reason for Landlord's failure, including but not limited to any condition referenced in Section 33 of this Lease or other condition beyond the control of Lessor (except that Tenant shall not have such termination right if Landlord's failure to restore the Premises results solely from Tenant's refusal to pay over to Landlord any insurance proceeds received by Tenant resulting from damage to the Tenant Improvements). Any party responsible for restoration shall promptly apply for and diligently pursue the issuance of all permits required for such party to complete the restoration work if this Lease is not terminated.

19.3. Notwithstanding the above to the contrary, if the Premises are damaged by the fault or neglect (willful, grossly negligent acts or omissions) of the Tenant, its employees, agents, customers, or guests, the

Tenant may not terminate this Lease and there shall be no apportionment or abatement of Rent, except to the extent of the Landlord's receipt of rent loss insurance relating to the Premises.

- 19.4. The Tenant acknowledges that the provisions of this *Section 19* shall govern the rights and obligations of the parties in the event of any substantial or total destruction to the Property and the Tenant waives the protection of any statute, code or judicial decision which grants a tenant any other rights to terminate a lease in the event of the substantial or total destruction of the Premises.
- 19.5. Further notwithstanding the above to the contrary, any insurance proceeds payable under any policy of insurance maintained by Tenant for casualty loss to the Tenant Improvements shall be paid to Landlord but only to the extent of the Allowance actually paid by Landlord for the Tenant Improvements, and the balance of any such proceeds shall be payable to Tenant and Tenant shall use such proceeds for restoration or repair of the Tenant Improvements (but Tenant shall not be required to use such proceeds for restoration or repair if this Lease is terminated as provided herein).
20. Condemnation. If all of the Premises, or a portion which will make the remainder unusable for the Tenant's Permitted Use, be taken under the power of eminent domain (or a conveyance in lieu thereof), then this Lease shall terminate as of the vesting of title in the condemning authority and Base Rent and Additional Rent obligations shall be adjusted between the Landlord and the Tenant as of that date. If only a portion of the Premises are taken and the Tenant can reasonably continue use of the remainder, then the Lease will not terminate, but Base Rent and Additional Rent obligations shall abate in a just and proportionate amount to the loss of use occasioned by the taking. Except as otherwise provided by the authority granting an award of damages, the Tenant shall have no right or claim to any part of any award made to or received by the Landlord for any taking of the Premises and no right or claim for any alleged value of the unexpired portion of this Lease; provided, however, that the Tenant shall not be prevented from making a claim against the condemning party (but not against the Landlord) for any moving expenses, loss of profits, loss of use or investment in the Tenant Improvements to the extent Tenant paid for same, or taking of the Tenant's personal property (including its leasehold interest) to which the Tenant may be entitled. No tenant's claim may, however, diminish the Landlord's award with respect to the Premises. For purposes of this Section, the Landlord and Tenant shall make a good faith determination as to whether the Premises are unusable or not after a taking. If less than a fee title to all or any portion of the Premises shall be taken or condemned by any governmental authority for temporary use or occupancy, this Lease shall continue in full force and effect with an equitable temporary reduction or abatement in Rent. The Tenant will sign any petitions, applications and other documentation required by the Landlord with respect to condemnation.
21. Care. The Tenant shall not permit or cause any act to be performed upon, in or about the Premises which shall cause or be likely to cause injury to any person or to the Premises, the Building, or Common Areas, or any adjoining property. The Tenant shall at all times keep the Premises in a neat and orderly condition. The Tenant agrees to take reasonable care of the Premises, fixtures, and appurtenances and suffer no waste or injury thereto.
22. Return of Premises. Upon the termination of this Lease, the Tenant shall return the Premises to the Landlord substantially in the same condition as on the Commencement Date. Excepted from this obligation are: (i) conditions which are the Landlord's responsibility or result from the Landlord's or its agent's or employee's negligence, a casualty required to be insured against by the Landlord under this Lease, or a condemnation; (ii) ordinary wear and tear; and, (iii) Tenant Improvements and approved Alterations which the Landlord has not required to be removed or the related markings, screw or nail holes and related wear related to the installation or remove of the approved Alterations. This obligation shall survive the termination of the Lease. Any failure by the Tenant to comply with this Section which results in a delay in the Landlord's ability to deliver the Premises to a successor tenant shall be deemed to be a holdover (as described in *Section 23* below) by the Tenant for the period it takes the Tenant, or if the Tenant fails to do so, the Landlord to complete any required repair/replacement activities.
23. Holding Over. In the event that the Tenant remains in possession after the expiration of the Term or any Renewal Terms or earlier termination of the Lease without the execution of a new lease or the written consent from the Landlord, the Tenant shall not acquire any right, title or interest in the Premises. In that event, the Tenant shall occupy the Premises as a tenant-at-will and shall otherwise be subject to all applicable conditions, provisions and obligations of this Lease; except that all options and rights of renewal, rights of first refusal, and the like, if any, shall terminate. Notwithstanding the preceding, the Landlord shall have the right to pursue summary ejectment of the Tenant as provided by law and to recover from the Tenant any and all damages

suffered as a result of that holdover, including, but not limited to, damages relating to any loss of a prospective tenant for the Premises. During the holding over period, the Tenant shall continue to pay Additional Rent as prescribed in this Lease and shall pay monthly Base Rent equal to the holdover rent multiple of 1.5 times the Base Rent Installment Amount in effect as of the last month immediately prior to the expiration/termination. Receipt of Rent from the Tenant after expiration of Term will not constitute a waiver of the Landlord's right to enforce the remedy.

24. Assignment.

24.1. The Tenant shall not have the right to assign this Lease or to sublet the Premises, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. It shall not be unreasonable for the Landlord to withhold consent if: (i) it is not reasonably assured that substantially the same type, class, nature and quality of business, prestige, reputation, and financial soundness of ownership and management, is maintained by the proposed assignee/sub-tenant; (ii) occupancy by the proposed assignee/sub-tenant would violate the terms of the Lease, cause the Landlord to be in breach of any restrictive covenant relative to the Building or other leases, or increase the costs of operation for the Building; (iii) a Holder (described below) withholds its consent or the Landlord's granting consent would be a breach of the Mortgage, as defined below, (described below); or (iv) the Tenant fails to provide the Landlord with a copy of the proposed assignment/sublease. Notwithstanding the preceding to the contrary, any proposed assignment or sublease shall be subject to the following additional limitations: (i) in no event may the Tenant assign this Lease or sublet all or any portion of the Premises to an existing tenant in the Building or its subtenant or assignee (unless the Landlord consents to such assignment or sublease); (ii) in no event shall the proposed subtenant or assignee be a person or entity with whom the Landlord or its agent is negotiating and to or from whom the Landlord, or its agent, has given or received any written or oral proposal within the past six (6) months regarding a lease of space in the Building; (iii) the Tenant shall not publicly advertise the rate for which the Tenant is willing to sublet the Premises; and (iv) all public advertisements of the assignment of the Lease or sublet of the Premises, or any portion thereof, shall be subject to prior written approval by the Landlord, such approval not to be unreasonably withheld or delayed. Said public advertisement shall include, but not be limited to, the placement or display of any signs or lettering on the exterior of the Premises or on the glass or any window or door of the Premises or in the interior of the Premises if it is visible from the exterior. If the Landlord unreasonably withholds its consent, the Tenant's sole and exclusive remedy is specific performance and under no circumstances will the Landlord be liable for damages. If the Tenant is other than an individual, then the passage of majority interest in the Tenant to parties other than those who presently own those interests shall be deemed an assignment of this Lease. In no event shall this Lease be assignable by operation of any law. The Tenant's rights under this Lease may not become and shall not be listed by the Tenant as an asset under any bankruptcy, insolvency or reorganization proceedings. Notwithstanding anything in this Lease to the contrary, any attempted transfer in violation of this *Section 24* shall be void and shall automatically be an Event of Default and the Tenant shall have no right to notice of, or right to cure, that default. Tenant's right to assign or sublet to an affiliated entity shall apply to all sections of this Section 24.

24.2. If the Tenant proposes to assign any interest in this Lease or to sublet all or any portion of the Premises, the Tenant shall first submit to the Landlord a written notice of its intentions (the "*Notice of Intent*"). The Notice of Intent shall contain: (1) the name of the assignee/subtenant; (2) the terms of the assignment/subletting and a copy of the executed assignment/sublease agreement; (3) financial information; and (4) any other information reasonably requested by the Landlord. Whether or not the transfer requires the Landlord's prior consent, the Tenant shall promptly provide the Landlord with an executed original of the assignment or a certified copy of the merger/conversion/reorganization document, as the case may be. If the Landlord consents to the proposed assignment/sublease, it shall be an express condition of that consent that no material modification or assignment of that assignment/sublease shall be permitted without the Landlord's prior written consent. Landlord shall either consent to or disapprove the proposed assignment/sublease within fifteen (15) days of its receipt of the Notice of Intent, and failure to timely respond shall constitute Landlord's approval thereof.

24.3. If the Tenant gives the Notice of Intent, the Landlord shall have the option to modify this Lease so as to exclude the space proposed to be assigned/sublet (the "*Excluded Space*") for the term of the assignment/subletting. Provided the Landlord gives the Tenant written notice of the exercise of this option within fifteen (15) days of receipt of the Notice of Intent, the modification of this Lease shall be effective (without further documentation) as of the date of commencement of the term of the proposed

assignment/sublease; however, Tenant reserves the right to rescind the Notice of Intent by written notice to Landlord within fifteen (15) days following Tenant's receipt of notice from Landlord that Landlord exercises such option. If the Landlord exercises its option and Tenant does not rescind the Notice of Intent as provided above, then the Tenant's Base Rent and Additional Rent obligations shall abate in a just and proportionate amount to the Excluded Space and the Tenant shall have no further obligations with respect to the Excluded Space.

24.4. The Landlord's consent to one transfer shall not be deemed a consent to any subsequent transfer. Unless the Landlord has reclaimed the space pursuant to *Section 24.3*, any assignment or sublease to which the Landlord may consent (one consent not being any basis to contend that the Landlord should consent to further assignments or subleases) shall not relieve the Tenant of its Lease obligations. If the Tenant's transferee defaults under this Lease, the Landlord may proceed directly against the Tenant without pursuing remedies against the transferee. The Landlord may consent to subsequent assignments or modifications of this Lease by the Tenant's transferee, without notifying the Tenant or obtaining its consent and such action shall not relieve the Tenant from liability under this Lease. The Landlord's acceptance of rent from any person other than the Tenant shall not be a waiver of any of the Landlord's rights.

24.5. If the Tenant shall request the Landlord's consent to an assignment/subletting of the Lease, the Tenant shall pay the Landlord's actual and reasonable attorney fees incurred in connection with that matter. In addition, the Landlord reserves the right, in its discretion and as a condition of any assignment permitted under any subsection of this *Section 24*, to require the assignee to increase the amount of the Security Deposit to an amount equal to the then effective Installment Amount of Base Rent.

24.6. The Tenant may, without the Landlord's prior consent, assign this Lease to an Affiliated Entity (as defined below); provided that the assignment to the Affiliated Entity shall be permitted only so long as the assignment is made for a good faith business purpose and the assignee remains an Affiliated Entity. The Tenant shall nevertheless give the Landlord prompt notice of any such assignment or sublease, which shall include the information specified in *Section 24.2*. The provisions of *Section 24.3* shall not apply to this type of assignment. For purposes of this Lease, an "Affiliated Entity" shall mean a partnership, corporation, or limited liability company over which the owners of the Tenant or the Tenant has legal control, the purchaser of substantially all of the Tenant's assets (provided the purchaser assumes the Lease, in writing, in a form reasonably acceptable to the Landlord), or the surviving entity in a merger involving the Tenant. An assignment pursuant to this Section shall not release the Tenant from its obligations under this Lease.

24.7. In the event of an assignment of the Lease or a subletting of the Premises to any entity other than an Affiliated Entity, provided Tenant is in compliance with all material aspects of this Lease, Landlord shall be permitted to retain all of the consideration received by the Tenant from that assignment or sublease in excess of the amount paid as Rent during the comparable period (the "Excess Consideration"). Within ten (10) days of the date the assignee/subtenant begins occupancy in the Premises, the Tenant shall send the Landlord a copy of the executed Lease assignment or sublease, as applicable, and a detailed statement showing the calculation of the Excess Consideration, including the total consideration to be paid by the subtenant/assignee over the term of the assignment/subletting and any costs (to be accompanied by reasonable supporting documentation) to be deducted from that amount as permitted by this Section. The Landlord shall have the right, at any time, during business hours and upon prior reasonable notice to the Tenant, to audit the Tenant's books and records to verify the accuracy of that statement and the scope of such audit shall be reasonably tailored for such purpose.

25. Default/Remedies.

25.1. The following events (the "Events of Default") shall each constitute a material default by the Tenant:

25.1.1. If the Tenant timely fails to pay any sum due to the Landlord under the Lease, which failure shall continue for a period of five (5) days after receipt (said five (5) days shall be deemed "Cure Period") or deemed receipt of written notice by the Tenant; or

25.1.2. If the Tenant shall fail to perform any non-monetary term, condition, covenant or agreement of this Lease which continues for a period of thirty (30) days after receipt or deemed receipt of written

notice by the Tenant (except that if the default cannot be reasonably cured within that period, the Tenant shall not be in default so long as the Tenant promptly and diligently pursues the cure and is not otherwise in default) but in no event shall it take longer than one hundred and twenty (120) days (said thirty (30) and one hundred and twenty (120) days shall be deemed "Cure Period"); or

- 25.1.3. If the Tenant (or, if the Tenant is a partnership, if any partner of the Tenant) shall file a petition in bankruptcy, make any assignment for the benefit of its creditors, or admit in writing its inability to pay its debts generally as they become due; if any court of competent jurisdiction shall enter a decree or order adjudicating it bankrupt or insolvent; or if any trustee or receiver for the Tenant or for any substantial part of its property be appointed or if any person shall file a petition for involuntary bankruptcy against the Tenant and such appointment or petition shall not be stayed or vacated within sixty (60) days of entry thereof; or
- 25.1.4. If the Tenant's interest in this Lease or the Premises shall be subjected to any attachment, levy or sale pursuant to any order or decree entered against the Tenant in any legal proceeding and the order or decree shall not be vacated within thirty (30) days of its entry; or
- 25.1.5. Intentionally deleted; or
- 25.1.6. If Landlord uses or applies all or any portion of any Security Deposit in accordance with this Lease and Tenant fails, within 10 days after the date of Landlord's notice to Tenant of such use or application, to deposit with Landlord a sum sufficient to restore the Security Deposit to the amount held by Landlord immediately prior to such use or application.

Notwithstanding the above to the contrary, the Cure Period shall not apply if the Tenant's failure to perform constitutes an incurable breach of this Lease. The notices required by this Section are intended to satisfy any and all notice requirements imposed by law on the Landlord and are not in addition to any such requirement.

25.2. Remedies Upon Tenant Default.

- 25.2.1. Upon the occurrence of any Event of Default, the Landlord, with or without terminating this Lease, immediately or at any time thereafter, shall have the right, at its option, to utilize any one or more of the following remedies, subject to Landlord's duty to use good faith efforts to mitigate damages:
 - (i) The Landlord may make any payment required of the Tenant and/or re-enter the Premises and correct or repair any condition which shall constitute a failure on the Tenant's part to keep or perform. The Tenant shall reimburse the Landlord for any reasonable expenditures made by the Landlord in making the payment and/or corrections or repairs within fifteen (15) days after delivery of a statement to the Tenant accompanied by reasonable documentation supporting the demand.
 - (ii) The Landlord may demand in writing that the Tenant vacate the Premises. The Tenant shall vacate the Premises and remove all its property within fifteen (15) business days of the Tenant's receipt of the notice, whereupon the Landlord shall have the right to re-enter and take possession of the Premises.
 - (iii) The Landlord may accelerate and collect all Base Rent, Additional Rent, and other charges which are due or may become due under the Lease for the balance of the Term, after first deducting the fair market value of the Premises for the balance of the Term from the remaining Base Rent and Additional Rent and then discounting the difference to its present value by a factor equal to the Wall Street Journal's then-announced prime rate or its equivalent.
 - (iv) The Landlord may re-enter the Premises without terminating the Lease and remove the Tenant and all of the Tenant's property.
 - (v) The Landlord may re-let all or any portion of the Premises for such time, rent, and other terms and conditions as the Landlord, in its sole discretion, may deem advisable, provided however that Landlord must use best efforts to secure market rent for the Premises in order to mitigate the Tenant's loss or exposure. The Landlord may make any alterations or repairs to the

Premises which it may deem necessary or proper to facilitate the reletting. The Tenant shall pay all commercially reasonable costs of the reletting including the commercially reasonable cost of any alterations or repairs to the Premises as required in connection with a binding contract to lease or relet the Premises. If this Lease shall have not been terminated by the Landlord, the Tenant shall continue to pay all charges due from the Tenant under this Lease up to and including the date of beginning of payment of rent by any subsequent tenant of part or all of the Premises, and thereafter, the Landlord may accelerate and collect from the Tenant the difference, if any, between the rent to be collected from that subsequent tenant and the Rent reserved in this Lease for the balance of the Term, after discounting the difference to its present value by a factor equal to the Wall Street Journal's then-announced prime rate or its equivalent. In no event shall the Tenant be entitled to receive any excess of any rents collected by the Landlord over the rents due from it.

(vi) The Landlord may terminate this Lease without notice or demand to vacate the Premises. This Lease shall be deemed to have been terminated by the Landlord only upon the Landlord's written notice of termination. Upon termination the Landlord shall nevertheless remain entitled to recover from the Tenant all sums provided for above as if the Lease were not terminated.

(vii) The Landlord may exercise any other remedies and recover any other damages available to it under law or in equity.

25.3. In the event of any re-entry of the Premises by the Landlord pursuant to any of the provisions of this Lease, the Tenant waives all claims for damages which may be caused by that re-entry except those claims arising from the Landlord's gross negligence or willful misconduct not otherwise covered by insurance maintained by the Tenant. The Tenant shall reimburse the Landlord for any and all losses, costs, expenses (including legal expenses and reasonable attorney's fees incurred), and damages suffered by the Landlord by reason of its re-entry, removal and/or storage of the Tenant's property. No re-entry shall be considered or construed to be a forcible entry. This Section 25.3 shall be a prevailing party clause; in the event of litigation regarding the Lease or the tenancy the prevailing party shall be entitled to reasonable attorney's fees incurred, including attorney's fees on any appeal.

25.4. Upon any breach of this Lease, regardless of whether that breach is, or becomes, an Event of Default, the Landlord shall be reimbursed for any and all commercially reasonable expenses incurred by the Landlord, including legal expenses and reasonable attorney fees, in enforcing the terms and provisions of this Lease.

25.5. Any of the Tenant's personal property remaining at the Premises after a repossession of the Premises by the Landlord after an Event of Default or after a termination of the Lease shall be deemed abandoned by the Tenant. The Tenant shall be liable for any and all storage and/or removal costs incurred by the Landlord in storing and/or removing that abandoned property. In addition, the Landlord shall be entitled to sell the abandoned property in order to recover those storage/removal costs and any other amounts due from the Tenant under the Lease. The sale of the abandoned property may be by private or public sale as contemplated under the Florida Uniform Commercial Code or in any other form provided by law. This right shall be in addition to any statutory lien for rent or similar rights available to the Landlord under law or this Lease.

26. Subordination/Attornment/Estoppel.

26.1. This Lease and the Tenant's interest and rights hereunder are and shall be subject and subordinate at all times to the lien of any Mortgage (as defined below), now existing or hereafter created on or against the Building or Common Areas, and all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments and extensions thereof, without the necessity of any further instrument or act on the part of the Tenant. The Tenant agrees, at the election of the Holder, to attorn to any such Holder. The Tenant agrees from time to time, within ten (10) days after request of the Landlord, to execute, acknowledge and deliver such instruments, confirming such subordination and such instruments of attornment as shall be requested by any such Holder. The Tenant hereby appoints the Landlord attorney in fact for the Tenant irrevocably (such power of attorney being coupled with an interest) to execute, acknowledge and deliver any such instrument and instruments for and in the name of the Tenant and to cause any such instrument to be recorded if the Tenant fails to execute and deliver such

instrument within ten (10) days after the Landlord's request thereof. Notwithstanding the foregoing, any such Holder may at any time subordinate its Mortgage to this Lease, without the Tenant's consent, by notice in writing to the Tenant, and thereupon this Lease shall be deemed prior to such Mortgage without regard to their respective dates of execution, delivery or recording and in that event such Holder shall have the same rights with respect to this Lease as though this Lease had been executed prior to the execution, delivery and recording of such Mortgage and had been assigned to such Holder. The term "*Mortgage*" whenever used in this Lease shall be deemed to include mortgages, deeds of trust, security assignments and any other encumbrances of the Building or Common Areas and all renewals, modifications, consolidations and replacements thereof, and any reference to the "*Holder*" shall mean the holder of any Mortgage.

- 26.2. In the event the Landlord's interest in the Premises passes to a successor (the "*Successor*") by sale, lease, foreclosure, or in any other manner, the Tenant shall be bound to the Successor under all of the terms of this Lease for the balance of the Term, with the same force and effect as if the Successor were the Landlord under the Lease. The Tenant is deemed to attorn to the Successor as its landlord and no further documents shall be required to effectuate the attornment. Provided the Successor becomes legally bound to the Tenant in respect of all of the Landlord's duties and obligations, the Landlord shall have no further liability under the Lease and the Tenant shall look solely to the Successor for any subsequent performance due by the Landlord. The Landlord shall give the Tenant prompt written notice of the transfer of the Security Deposit as well as evidence from the Landlord of delivery of the Security Deposit at which point Landlord shall have no liability for return of Security Deposit to the Tenant. Any attornment agreement required of the Tenant shall include language to the effect that the Tenant's tenancy shall not be disturbed nor affected by any default under the Mortgage provided that the Tenant is not in default beyond applicable cure periods under any of the Lease terms and shall otherwise be reasonably acceptable to the Tenant.
- 26.3. The Tenant agrees, from time to time, within ten (10) days after request of the Landlord, to execute and deliver to the Landlord, or to the Landlord's designee, any estoppel certificate requested by the Landlord, stating that this Lease is in full force and effect, the date to which rent has been paid, that the Landlord is not in default hereunder (or specifying in detail the nature of the Landlord's default), the termination date of this Lease and such other matters pertaining to this Lease as may be requested by the Landlord. The Tenant's obligation to furnish each estoppel certificate in a timely fashion is a material inducement for the Landlord's execution of this Lease. No cure or grace period provided in this Lease shall apply to the Tenant's obligations to timely deliver an estoppel certificate. The Tenant hereby irrevocably appoints the Landlord as its attorney in fact to execute on its behalf and in its name any such estoppel certificate if the Tenant fails to execute and deliver the estoppel certificate within ten (10) days after the Landlord's request thereof.
27. Landlord's Assignment. If the Tenant is notified of the Landlord's assignment of this Lease as security for a Mortgage and of the name and address of the Holder, the Tenant shall not terminate or cancel this Lease for any default by the Landlord without first giving notice of its intention to do so to the Holder (the notice to describe in reasonable detail the nature and extent of the default) and affording the Holder the same opportunity (i.e. period of time) to cure the default as given the Landlord under the terms of this Lease. The Tenant waives the protection of any statute or rule of law which gives or purports to give the Tenant any right to terminate this Lease or surrender possession of the Premises upon the transfer of the Landlord's interest.
28. Covenant of Quiet Enjoyment. If the Tenant shall perform all of the covenants and agreements herein required to be performed by the Tenant, then the Tenant shall, subject to the terms of this Lease, at all times during the Lease Term, have peaceful and quiet enjoyment of the Premises against any person claiming by, through or under the Landlord.
29. Rules and Regulations. The Tenant shall, at all times during the Lease Term and any extension thereof, comply with all reasonable rules and regulations at any time or from time to time established by the Landlord covering the use of the Premises, the Building and the Common Areas. The current rules and regulations are attached hereto as **Schedule D**. In the event of any conflict between said rules and regulations and other provisions of this Lease, the other terms and provisions of this Lease shall control. The Landlord shall not have any liability or obligation for the breach of any rules or regulations by other tenants in the Building.
30. Landlord's Right of Entry. The Landlord shall have the right to enter and to grant temporary licenses to enter the Premises at any time and for such lengths of time as the Landlord shall deem reasonable to inspect the

Premises, to exhibit the Premises to prospective tenants (provided such is limited to the period within one hundred eighty (180) days prior to the Expiration Date or earlier termination of the Lease) or purchasers, to make alterations or repairs to the Premises, Common Areas or to the Building, for any purpose which the Landlord shall deem necessary for the operation and maintenance of the Building and the general welfare and comfort of its tenants, or to abate any condition which constitutes a violation of any covenant or condition of this Lease. Except in those instances where the Tenant is in default under this Lease, these entries by the Landlord shall not in any manner affect the Tenant's obligations and covenants under this Lease, and shall not of itself, without affirmative proof of the Landlord's negligence or willful misconduct, render the Landlord liable for any loss of or damage to the Tenant's property. Except in the case of emergencies or default: (i) the Landlord shall attempt to give the Tenant reasonable prior oral or written notice of entry; (ii) any persons entering the Premises on behalf of the Landlord shall be accompanied by one of the Tenant's employees; and (iii) the Landlord shall make reasonable efforts to minimize interference with the Tenant's occupancy of the Premises.

31. Brokers. The Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, other than the broker, if any, set forth in the Executive Summary of Lease Terms above, and the Tenant agrees to indemnify and hold the Landlord harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with the Tenant with regard to this leasing transaction. The Landlord will compensate the Broker as per a separate agreement.
32. Mechanics Lien. Tenant agrees to pay before delinquency all costs for work, services or materials furnished to Tenant for the Premises, the nonpayment of which could result in any lien against the land upon which the Building is located (the "*Land*") or the Building. Tenant will keep title to the Land and Building free and clear of any such lien. The interest of Landlord in the Premises shall not be subject in any way to any liens, including construction liens, for improvements to or other work performed in the Premises by or on behalf of Tenant. This exculpation is made with express reference to Section 713.10, Florida Statutes. Tenant shall notify every contractor making improvements to the Premises that the interest of Landlord in the Premises shall not be subject to liens for improvements to or other work performed in the Premises by or on behalf of Tenant. Landlord may record in the public records of the county in which the Building is located a notice containing a true and correct copy of this provision. If any lien is filed against the Premises, Tenant will immediately notify Landlord of the filing of any such lien or any pending claims or proceedings relating to any such lien and will indemnify and hold Landlord harmless from and against all loss, damages and expenses (including reasonable attorneys' fees) suffered or incurred by Landlord as a result of such lien, claims and proceedings. In case any such lien attaches, Tenant agrees to cause it to be immediately released and removed of record (failing which Landlord may do so at Tenant's sole expense), unless Tenant has a good faith dispute as to such lien in which case Tenant may contest such lien by appropriate proceedings so long as Tenant deposits a lien transfer bond (if applicable) drawn on a bondsman reasonably acceptable to Landlord or deposits with Landlord a bond or other security in an amount reasonably acceptable to Landlord which may be used by Landlord to release such lien. Upon final determination of any permitted contest, Tenant will immediately pay any judgment rendered and cause the lien to be released.
33. Force Majeure. In the event the Landlord or the Tenant shall be delayed, hindered or prevented from the performance of any act required under this Lease (other than the payment of money) by reason of governmental restrictions, scarcity of labor or materials, strikes, or any other reasons beyond its reasonable control, the performance of the act shall be excused for the period of delay, and the period for the performance of the act shall be extended for the period necessary to complete performance after the end of the period of the delay.
34. Attorney Fees. In the event that any legal action or any other action is brought to enforce this Lease, the unsuccessful party in the proceeding shall pay to the successful party the costs associated with the action and the successful party's reasonable attorney's fees incurred in connection with such action. This obligation shall survive a termination or expiration of the Lease.
35. Hazardous Substances.
 - 35.1. Hazardous Substances. As used in this Lease: (i) the term "*Hazardous Substances*," shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyles (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any

TENANT:

Florida Cancer Specialists, P.L.
4371 Veronica S Shoemaker Boulevard
Fort Myers, FL 33916
Attn: Thomas P. Clark, Esq., General Counsel

Such addresses may be changed from time to time by either party by serving notices as above provided.

38. Entire Agreement. This Lease (including all attached Schedules) shall constitute the entire agreement of the parties. All prior agreements between the parties, whether oral or written, are merged into this document and shall be of no force and effect. This Lease cannot be changed, modified or discharged other than by a written agreement signed by the party against whom enforcement of the change, modification or discharge is sought.
39. Construction. No provision of this Lease shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of that party's having or being deemed to have prepared or imposed that provision. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter.
40. Counterparts. This Lease may be executed in any number of counterparts with the same effect as if all parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.
41. Waiver. The delay or failure of either party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a prior or subsequent act, which would have originally constituted a violation, from having the effect of an original violation. Any waiver by a party of any breach or default by the other must be in writing and will be effective only to the extent specifically set forth in that writing.
42. Headings. The headings in this Lease are inserted for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Lease or any of its provisions.
43. Severability. Every provision of this Lease is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, that illegality or invalidity shall not affect the validity of the remainder of the Lease.
44. Governing Law/Jurisdiction. This Lease shall be governed by its terms and the laws of the State of Florida. The parties agree that this Lease shall be deemed executed and completed in Florida, that this Lease shall be performed in Florida, and, except where arbitration is specifically provided for in this Lease, that the courts of Florida shall have exclusive jurisdiction over any disputes as to the terms of this Lease. By the signatures below, the parties consent to the exclusive, personal jurisdiction by the courts of Florida and further, waive any objection thereto. Venue shall be the county in which the Building is located.
45. LIMITATION OF LIABILITY OF MEMBERS AND OFFICERS. ANY OBLIGATION OR LIABILITY WHATSOEVER OF THE LANDLORD WHICH MAY ARISE AT ANY TIME UNDER THIS LEASE OF ANY OBLIGATION OR LIABILITY WHICH MAY BE INCURRED BY IT PURSUANT TO ANY OTHER INSTRUMENT, TRANSACTION, OR UNDERTAKING CONTEMPLATED HEREBY SHALL NOT BE PERSONALLY BINDING UPON, NOR SHALL RESORT FOR THE ENFORCEMENT THEREOF BE HAD TO THE PROPERTY OF, ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, MANAGERS OR AGENTS, REGARDLESS OF WHETHER SUCH OBLIGATION OR LIABILITY IS IN THE NATURE OF CONTRACT, TORT, OR OTHERWISE.
46. Time. Time is of the essence in connection with each and every provision of this Lease. If any time period under this Lease (other than the Commencement Date or Termination Date) ends on a Saturday, Sunday, or any day on which the courts of Martin County are closed, that time period shall be extended until the next business day.

47. Representations and Warranties. Tenant represents and warrants to the Landlord that:
- (i) It is duly constituted, in good standing and qualified to do business in the State of Florida and the signatories signing on its behalf have the requisite authority to bind it to the obligations under this Lease; and
 - (ii) The execution and entry into this Lease, and the performance of its duties and obligations under this Lease and of all other acts necessary and appropriate for the full consummation of this Lease, are consistent with and not in violation of any contract, agreement or other instrument to which it is a party, or any judicial order or judgment of any nature by which it is bound; and all necessary and appropriate actions have been taken by its authorizing and approving the execution of and entry into this Lease, the execution and delivery by it of the documents and instruments to be executed by it, and the performance by it of its duties and obligations under this Lease.
48. Waiver of Jury Trial. The Landlord and the Tenant waive trial by jury in any action, proceeding or counterclaim brought by the Landlord or the Tenant against the other with respect to any matter arising out of or in connection with this Lease, the Tenant's use and occupancy of the Premises, or the relationship of the Landlord and the Tenant. However, such waiver of jury trial will not apply to any claims for personal injury. If the Landlord commences any summary or other proceeding for non-payment of rent or recovery of possession of the Premises, the Tenant shall not interpose any counterclaim in any such proceeding, unless failure to raise same would constitute a waiver.
49. Recording; Confidentiality. The Tenant will not record this Lease, or a short form memorandum, without the Landlord's written consent and any such recording without the Landlord's written consent will be an Event of Default. The Tenant agrees to keep the Lease terms, provisions and conditions confidential and will not disclose them to any other person without Landlord's prior written consent. However, the Tenant may disclose Lease terms, provisions and conditions to the Tenant's accountants, attorneys, managing employees and others in privity with the Tenant, as reasonably necessary for the Tenant's business purposes, without such prior consent, provided that such persons agree to be bound by this provision as if they were the Tenant hereunder.
50. Joint and Several Liability. In the event that two (2) or more persons (i.e., natural persons, corporations, partnerships, associations and other legal entities) shall sign this Lease as the Tenant, the liability of each such party to pay Rent due hereunder and perform all the other covenants of this Lease shall be joint and several. In the event the Tenant is a general partnership or a limited partnership with two or more general partners, the liability of each general partner under this Lease shall be joint and several.
51. Building Name. The Tenant will not, without the Landlord's consent, use the Landlord's or the Building's name, or any facsimile or reproduction of the Building, for any purpose; except that the Tenant may use the Building's name in the address of the business to be conducted by the Tenant in the Premises. The Landlord reserves the right, upon reasonable prior notice to the Tenant, to change the name or address of the Building.
52. No Air Rights. This Lease does not grant any easements or rights for light, air or view. Any diminution or blockage of light, air or view by any structure or condition now or later erected will not affect this Lease or impose any liability on the Landlord.
53. Radon Gas. The Tenant hereby acknowledges receipt of the following notice as required by Section 404.056(5), Florida Statutes: radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
54. Delivery for Examination. Submission of the form of the Lease for examination will not bind the Landlord in any manner, and no obligations will arise under this Lease until it is signed by both the Landlord and the Tenant and delivery is made to each.
55. Landlord/Tenant Relationship. The Landlord and the Tenant agree that neither any provision of this Lease nor any act of the parties will be deemed to create any relationship between the Landlord and the Tenant other than the relationship of landlord and tenant.

56. Covenants Independent. The parties intend that this Lease be construed as if the covenant between the Landlord and the Tenant are independent and that the Rent will be payable without offset, reduction or abatement for any cause except as otherwise specifically provided in this Lease.
57. Financial Information. Upon the Landlord's request in connection with a sale of the Building or a refinancing of any Mortgage, the Tenant shall provide the Landlord with a copy of the Tenant's most recent financial statements (to include, at least, a current balance sheet and statements of profit and loss and cash flow, all prepared in accordance with GAAP, consistently applied) which shall be certified by an officer/manager of the Tenant and such other financial information concerning the Tenant as reasonably requested by the Landlord.
58. Additional Lease Provisions. Additional provisions of this Lease are contained in the Schedules attached which are incorporated by this reference. These additional provisions shall control if in conflict with any of the foregoing provisions of this Lease.

[SIGNATURES ON THE FOLLOWING PAGE]

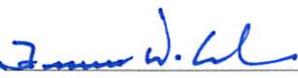
IN WITNESS WHEREOF, the undersigned have executed, sealed and delivered this Lease as of the date first above written.

LANDLORD:

STUART MEDICAL COMPLEX, LLC,
a Florida Limited Liability Company

By: 
David F. Cash, Manager

Date: 11/9/16

Witness 1: 
Print Name: FRANCIS CARR

Witness 2: 
Print Name: CHRISTOPHER W. STURKAMP

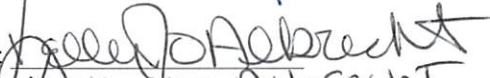
TENANT:

Florida Cancer Specialists, P.L.,
a Florida professional limited liability company

By: 
Print Name: Bradley A. Precht
Title: Chief Executive Officer

Date: 11-8-16

Witness 1: 
Print Name: RICHARD P. DYSON

Witness 2: 
Print Name: KELLY S. ALBRECHT

This offer shall not be deemed accepted by the Landlord until this Lease is executed by it and a counterpart original returned to the Tenant.

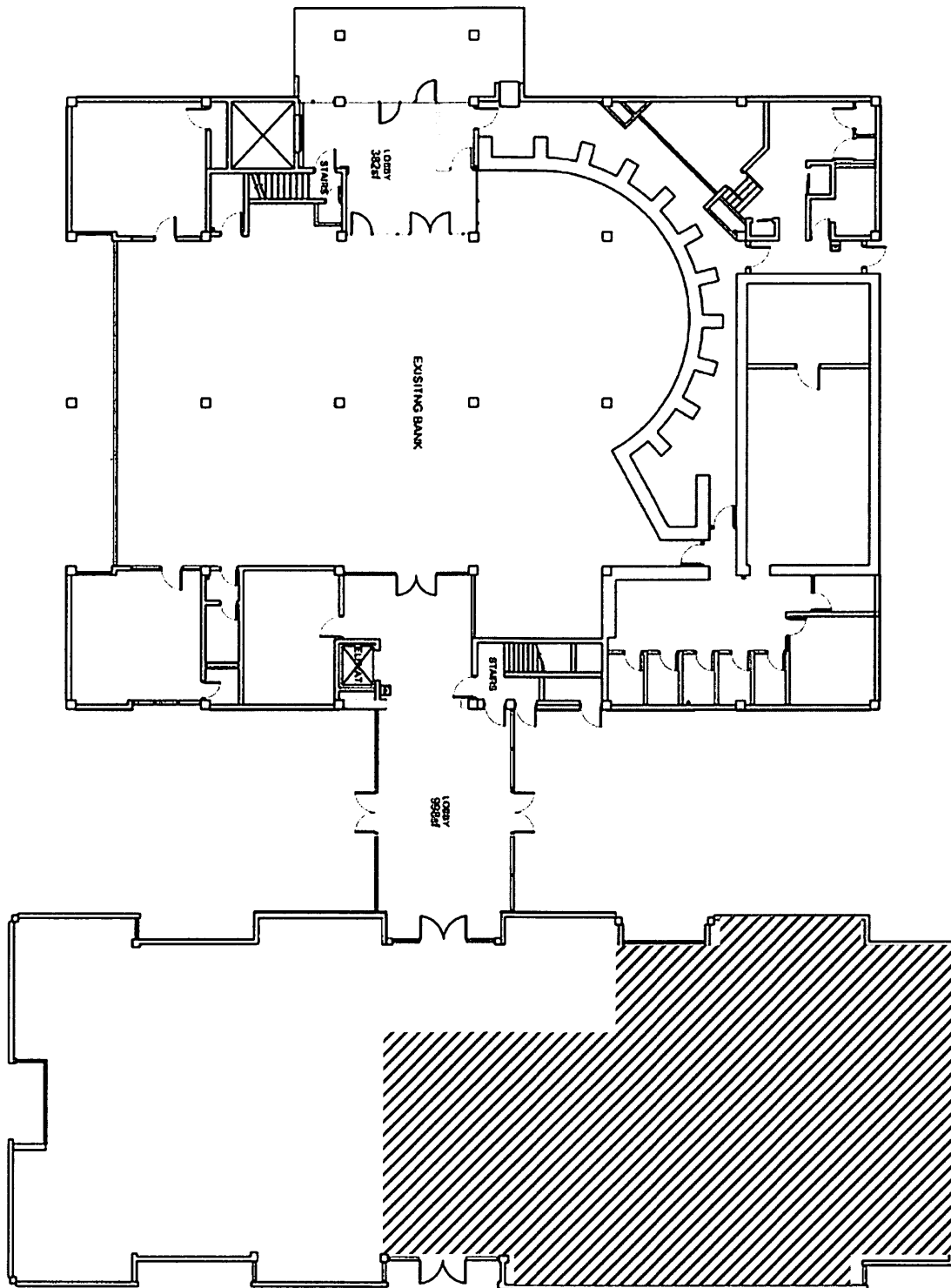
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SCHEDULE A
PREMISES DESCRIPTION



SCHEDULE B

POSSESSION AND TENANT IMPROVEMENTS AGREEMENT

1. Conflicts; Terms. If there is any conflict or inconsistency between the provisions of the Lease and those of this Schedule B (the "*Possession and Tenant Improvements Agreement*" or the "*Work Letter*"), the provisions of this Work Letter will control. Except for those terms expressly defined in the Work Letter, all initially capitalized terms will have the meanings stated for such terms in the Lease. The following terms, which are not defined in the Lease, have the meanings indicated:

a. "Construction Documents" means complete construction plans and specifications for the Tenant Improvements prepared by Tenant's Architect and Tenant's Engineers in such form (and on such scale in the case of plans and drawings) as Landlord may reasonably specify and detailing all aspects of the Tenant Improvements, including, without limitation, the location of libraries, safes and other heavy objects, walls, doors, computer equipment, telephone and related equipment, and electrical, plumbing, heating, ventilation and air conditioning equipment (including equipment in excess of that required for normal use). Tenant's Engineers will perform all mechanical and electrical design work included in the Construction Documents.

b. "Landlord's Representative" means David F. Cash.

c. "Preliminary Plans" means the space plan and general specifications for the Tenant Improvements attached to the Lease as **Schedule A**.

d. "Tenant's Representative" means Richard P. Dyson.

e. "Tenant's Architect" means such licensed or registered professional architect, designer or space planner as may be selected by Tenant and reasonably approved by Landlord.

f. "Tenant's Engineers" means such licensed or registered professional engineers as may be selected by Tenant and reasonably approved by Landlord.

g. "Tenant Improvements" means all alterations, leasehold improvements and installations to be constructed or installed by Tenant in the Premises according to this Work Letter.

h. "Total Costs" means (i) total out of pocket costs paid by Tenant for the design professional fees, permitting costs and the "hard costs" of performing the Tenant Improvements; and (ii) all amounts owed to Landlord under this Work Letter. Total Costs will not, however, include, and the Allowance shall not be applied against, any costs incurred by Tenant other than those described in (i) and (ii) above, which such other costs include, without limitation, costs of Tenant's furniture or other personal property, costs of Tenant's fixtures or equipment (unless such fixtures or equipment will constitute permanent additions to the Premises and are shown on the Construction Documents), cabling and wiring costs and moving expenses.

2. Representatives. Landlord appoints Landlord's Representative to act for Landlord in all matters covered by this Work Letter. Tenant appoints Tenant's Representative to act for Tenant in all matters covered by this Work Letter. All inquiries, requests, instructions, authorizations and other communications with respect to the matters covered by this Work Letter will be made to Landlord's Representative or Tenant's Representative, as the case may be. Tenant will not make any inquiries of or requests to, and will not give any instructions or authorizations to, any other employee or agent of Landlord, including Landlord's architect, engineers and contractors or any of their agents or employees, with regard to matters covered by this Work Letter. Either party may change its Representative under this Work Letter at any time by 3 days prior written notice to the other party.

3. Possession. Landlord will deliver the Premises to Tenant for the conduct of the Tenant Improvements on the Execution Date or as soon after such date as possible. Regardless of Landlord's delivery of the Premises to Tenant, Tenant will not be permitted to begin the Tenant Improvements unless and until Landlord has approved the Construction Documents according to this Work Letter, Tenant has obtained all necessary permits and other governmental approvals for the Tenant Improvements and Tenant is otherwise in compliance with the provisions of this Work Letter. All alterations, improvements and additions made to the Premises according to this Work Letter will, without compensation to Tenant, become Landlord's property upon installation and will remain Landlord's property at the expiration or earlier termination of the Term; provided, however, that the foregoing does not obviate Tenant's obligation to insure the Tenant Improvements as stated in the Lease or override the provisions in the Lease governing the disbursement of insurance proceeds related thereto.

4. Early Access. At all times after Tenant has initially occupied the Premises prior to the Commencement Date, Tenant will be subject to and will comply with all of the terms and provisions of the Lease, including this Work Letter, except that no Base Rent or Additional Rent will be payable by Tenant prior to the Commencement Date.

5. Landlord's Approval. All Preliminary Plans and Construction Documents, and any revisions to the same (whether in the form of a change order or otherwise) are expressly subject to Landlord's prior written approval. Landlord may withhold its approval of any such items that require work which:

- a. exceeds or adversely affects the capacity or integrity of the Building's structure or any of its heating, ventilating, air conditioning, plumbing, mechanical, electrical, communications or other systems;
- b. is not approved by any Holder;
- c. would not be approved by a prudent owner of property similar to the Building;
- d. violates any agreement which affects the Building or binds Landlord;
- e. Landlord reasonably believes will increase the cost of operating or maintaining any of the Building's systems;
- f. Landlord reasonably believes will reduce the market value of the Premises or the Building at the end of the Term;
- g. does not conform to applicable building code or is not approved by any governmental authority having jurisdiction over the Premises;
- h. does not meet or exceed Building standard; or
- i. Landlord reasonably believes will infringe on the architectural or historical integrity of the Building.

6. Tenant's Plans. Tenant, at its expense, will cause the Construction Documents to be prepared and submitted to Landlord for its approval. The Construction Documents must strictly conform to the Preliminary Plans and must be in all respects sufficient for the purpose of obtaining a building permit for the Tenant Improvements. If the submitted Construction Documents are not reasonably acceptable to Landlord, Landlord will so notify Tenant by returning the same with required changes noted. Landlord shall be deemed to have approved the Construction Documents if Landlord does not provide such notification to Tenant within 15 days following receipt of such Construction Documents. If Landlord notifies Tenant of any required changes to the Construction Documents, Tenant will cooperate in good faith with Landlord to cause the Construction Documents to be revised to include Landlord's reasonable required changes and resubmitted to Landlord. Upon submittal to Landlord of the further revised Construction Documents, and upon submittal of any further revisions, the procedures described above will be repeated. The Tenant Improvements will not commence prior to Landlord's approval or deemed approval of the Construction Documents. Upon completion of the Tenant Improvements, Tenant will provide Landlord a complete set of reproducible as-built plans of the Premises in a version acceptable to Landlord. If Tenant fails to provide such plans, Landlord may obtain them, directly or by field verification, and charge Tenant for all costs incurred by Landlord in doing so. No approval by Landlord of the Preliminary Plans, the Construction Documents or any revisions to them will constitute a representation or warranty by Landlord as to the adequacy or sufficiency of such plans, or the improvements to which they relate, for any use, purpose or condition, but such approval will merely be the consent of Landlord to the construction or installation of improvements in the Premises according to such plans.

7. Tenant Improvements. Tenant, at its expense, will construct or cause to be constructed in the Premises all Tenant Improvements necessary to bring the Premises into a first class condition consistent with the use specified in the Lease and in accordance with the Construction Documents approved by Landlord. Tenant, at its expense, will obtain: (i) all permits and other governmental approvals required for the completion of the Tenant Improvements (including, without limitation, building permits); and (ii) all certificates required for occupancy of the Premises from the appropriate governmental authorities. Tenant will cause all Tenant Improvements to be diligently completed in a good and workmanlike manner, according to the approved Construction Documents and all applicable laws, and free and clear of any liens or claims for liens. The "Substantial Completion" of the Tenant Improvements shall be deemed to have occurred on the date that a Certificate of Occupancy is issued by the appropriate local governmental entity concerning the Tenant Improvements.

8. Tenant's Contractor. Landlord will have the right to approve Tenant's general contractor ("Contractor") and all subcontractors, which approvals will not be unreasonably withheld or delayed. Landlord hereby approves Anderson-Moore Construction to serve as the Contractor. Tenant will not execute any contract until Landlord's approvals of the Contractor and subcontractors have been obtained and Tenant will cause its proposed Contractor and subcontractors to submit such information, including financial information, as may be reasonably required by Landlord to determine whether such Contractor and subcontractors should be approved.

9. Construction Contract. Tenant's construction contract for the Tenant Improvements will provide (and Tenant will deliver a copy of it to Landlord so that Landlord may confirm it provides) that: (i) if requested by Landlord, Contractor will obtain a payment and performance bond in the amount of 100% of the cost of constructing the Tenant Improvements, from a surety company mutually acceptable to Tenant and Landlord; (ii) construction of the Tenant Improvements will not interfere with Landlord's or Landlord's tenants' activities in, or use or enjoyment of, the Building; (iii) Contractor will cooperate with other contractors in the Building to insure harmonious working relationships, including, without limitation, coordinating with other contractors in the Building concerning use of elevators, trash removal and water and utility usage; (iv) Contractor will leave all Common Areas in neat, clean, orderly and safe condition at the end of each day during construction of the Tenant Improvements; (v) Contractor will procure and maintain and cause its subcontractors to procure and maintain the insurance described in this Work Letter; (vi) upon completion of the Tenant Improvements, Contractor will provide to Landlord and Tenant any maintenance manuals on equipment installed in the Premises as part of the Tenant Improvements; and (vii) all labor and material supplied according to the contract will be fully warranted by Contractor for a period of not less than one year from Substantial Completion of the Tenant Improvements and such warranty will provide that it is for the benefit of both Landlord and Tenant and may be enforced by either. The construction contract will also contain the following indemnification and defense provision:

"Contractor will protect, defend, hold harmless, and indemnify Stuart Medical Complex, LLC and its successors, assigns, directors, officers and employees (collectively, "Indemnities") from and against all claims, actions, liabilities, damages losses, cost and expense (including attorney's fees) arising out of or resulting from the performance of the work contemplated by this contract by Contractor or any of its subcontractors, provided that any such claims, action, liabilities, damages, losses, cost or expense (i) are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work contemplated by this contract itself) including the loss of use resulting therefrom, and (ii) are caused in whole or in part by the negligent act or omission of Contractor, any subcontractor, or any of them may, directly or indirectly, be liable. Such obligations will not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

Contractor agrees to protect, defend, hold harmless and indemnify the Indemnities from and against any and all claims, actions, liabilities, damages, losses, costs, and expenses (including attorneys' fees) arising out of or resulting from Contractor's failure to purchase all insurance required under the Possession and Tenant Improvements Agreement attached to and made a part of the Lease Agreement having an execution date of [Date of Lease to be inserted] between Stuart Medical Complex, LLC and Florida Cancer Specialists, P.L., and Contractor's failure to require and obtain proper insurance coverage from its subcontractors. In any and all claims against the Indemnities or employee of Contractor or any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this provision will not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for Compensation Acts, disability benefit acts, or other employee benefit acts. The indemnification and defense obligations stated above will not apply to any claims, actions, liabilities, damages, losses, cost or expenses caused directly and solely by the affirmative gross negligence or intentional tortious act of the Indemnities."

10. Contractor's Insurance. Tenant will cause Contractor (and, except as provided below, all of Contractor's subcontractors) to procure and maintain in effect during the entire period of construction of the Tenant Improvements the following insurance:

- a. Worker's compensation insurance with statutory benefits and limits which fully comply with all state and federal requirements;
- b. Employer's liability insurance with limits of not less than \$200,000.00;
- c. Automobile liability insurance including owned, non-owned, leased and hired car coverage, naming Landlord as an additional insured, providing primary (and not contributing) coverage, and containing cross-

liability and severability of interest clauses; limits of contract for the performance of the Tenant Improvements is \$150,000.00 or less, coverage will be in an amount of not less than \$1,000,000.00 combined contract is over \$150,000.00, coverage will be in an amount of not less than \$1,000,000.00 combined single limit per occurrence;

d. Comprehensive general liability insurance including personal injury, owner's and contractor's protective liability, explosion, collapse and underground damage liability endorsement (commonly called X, C and U hazard), products, completed operations, blanket contractual and broad form property damage coverage, naming Landlord as an additional insured, providing primary (and not contributing) coverage, and containing cross-liability and severability of interest clauses; limits of liability will be as follows: if the total amount of Contractor's contract for the performance of the Tenant Improvements is \$150,000.00 or less, coverage will be in an amount of not less than \$2,000,000.00 combined single limit per occurrence; if the total amount of Contractor's contract is over \$150,000.00, coverage will be in an amount of not less than \$5,000,000.00 combined single limit per occurrence; and

e. "All risk" builders risk property insurance for the full replacement cost of the Tenant Improvements on a completed value basis, naming Landlord as a loss payee, as its interests may appear, providing primary (and not contributing) coverage, and including a waiver of all rights of subrogation against Landlord.

All of the above insurance policies must be placed with insurance companies reasonably acceptable to Landlord and must be endorsed to require 30 days' written notice to Landlord prior to any cancellation or material changes in coverage. Prior to the commencement of the Tenant Improvements, Tenant will cause Contractor to deliver to Landlord original certificates of insurance evidencing the insurance coverage required above. Tenant will also cause Contractor to deliver to Landlord original certificates of insurance evidencing the insurance coverage required above. Tenant will also cause Contractor to obtain certificates or evidence of similar insurance from each of Contractor's subcontractors before their work commences and deliver such certificates or evidence to Landlord. Each subcontractor must be covered by insurance of the same character and in the same amount as specified for Contractor above, except that (i) a subcontractor's comprehensive general liability insurance will have combined single limits not less than \$2,000,000.00 per occurrence, if the total amount of Contractor's contract for the performance of the Tenant Improvements is \$150,000.00 or less, and not less than \$5,000,000.00 per occurrence, if the total amount of Contractor's contract is over \$150,000.00; (ii) so long as Contractor's builders risk policy covers all of the Tenant Improvements, no subcontractor will be required to maintain builders risk Contractor and Landlord may agree to lesser limits in writing because of the nature of the particular subcontract work.

11. Additional Requirements Concerning Tenant Improvements. The following additional requirements will apply to the Tenant Improvements:

a. All of the Tenant Improvements will be: (i) completed only according to the Construction Documents approved by Landlord; (ii) conducted in a manner so as to maintain harmonious labor relations and not to interfere with or delay any other work or activities being carried on by Landlord or Landlord's contractors or other tenants; (iii) designed, performed and completed in substantial compliance with all applicable standards and regulations established by Landlord and provided to Tenant in advance of the commencement of construction of the Tenant Improvements as well as all safety, fire, plumbing and electrical and other codes and governmental and insurance requirements; (iv) completed only by the Contractor and subcontractors approved by Landlord; and (v) performed and conducted in such a manner so as not to alter the structure or systems of the Building.

b. Under no circumstances will Tenant, Contractor or any of their authorized representatives ever alter or modify or in any manner disturb any "Central" (as defined below) system or installation of the Building, including, without limitation, the Central plumbing system, Central electrical system, Central heating, ventilating and air conditioning system, Central fire protection and fire alert system, Central Building maintenance systems, Central structural system, elevators and anything located within the Central core of the Building. Only with Landlord's express written permission will Tenant, Contractor or their authorized representatives alter or modify or in any manner disturb any "Branch" (as defined below) of any Central system or installation of the Building which serves or is located within the Premises. "Central" means that portion of any Building system or component which is within the core of the Building system or component which is within the core of the Building or common to or serves or exists for the benefit of other tenants in the Building, and "Branch" means that portion of any Building system or component which serves to connect or extend Central systems to the Premises. Any and all interfacing with, or tie-ins to, any Central Building systems or Branches will be scheduled with Landlord not later than 5 days prior to the commencement of any such work. Any such interfacing with, or tie-ins to, any such Building systems, and any checks of such interfacing or tie-ins, will be performed only after the same have been scheduled with, and approved by, Landlord.

c. Any of the Tenant Improvements which is to be performed during hours other than the standard business hours for the Building must be scheduled in advance with Landlord.

d. Tenant agrees that if Contractor fails to leave all Common Areas in a neat, clean, orderly and safe condition at the end of each day during construction of the Tenant Improvements, Landlord will have the right to immediately take such action as Landlord deems appropriate to render the Common Areas neat, clean, orderly and safe and Tenant will, upon Landlord's written demand, reimburse Landlord for all Landlord's costs of taking such action.

12. Landlord's Services; Construction Administration. During construction of the Tenant Improvements, Landlord will provide the following services related to such construction, the cost of which will be paid by Tenant as a part of, and be expressly included in, Total Costs: all electricity and other utilities; refuse removal (including dumpsters); any other services requested by Tenant or Contractor that Landlord agrees to provide (such as engineering, maintenance or housekeeping services); and allowing access to the Premises after the standard business hours for the Building. All Total Costs that are payable to Landlord shall, at the option of Landlord, be paid by Tenant within 10 days after the date of Landlord's invoice or deducted from any remaining Allowance.

13. Inspection; Stop Work; Noncomplying Work. Landlord reserves the right to inspect the Tenant Improvements in the Premises at all reasonable times, provided that such inspection(s) will in no way make Landlord responsible for any of the Tenant Improvements and will not constitute a representation or warranty by Landlord as to the adequacy or sufficiency of the Tenant Improvements. Landlord reserves the right to stop any and all work performed (or to be performed) if Landlord considers any such work, or its performance, to be dangerous or creating a nuisance, or otherwise injurious to Tenant, Landlord or any other Building tenants. If any inspection by Landlord reveals any items of the Tenant Improvements that does not comply with Tenant's obligations under this Work Letter, Landlord may so notify Tenant and require that the item be corrected to so comply. Within 10 days after the date of any such notice from Landlord, Tenant will begin correction of any such noncomplying item and will then promptly and diligently pursue such correction to completion. If any such item is not so corrected, Landlord may enter the Premises at any time and correct the item at Tenant's expense (to be paid by Tenant promptly upon demand).

14. Mechanics' Liens. In the conduct of the Tenant Improvements, Tenant will take all action necessary to ensure that no mechanic's or other liens attach to the Premises or Building. Without limitation, Tenant will post notices, with form and content and in the manner as specified by any applicable law, notifying all persons or entities which may supply labor or materials in connection with the Tenant Improvements that Landlord's interest in the Premises and Building will not be subject to any lien for the same. If any such lien should be filed, the provisions of the Lease relevant thereto will apply.

15. Allowance. Subject to the provisions hereof, Tenant shall be entitled to apply the Allowance to the Total Costs, and Landlord shall deliver the Allowance to Tenant within thirty (30) days after Landlord has received the following: (i) written notice from Contractor and Tenant's Architect (or other evidence satisfactory to Landlord) that the Tenant Improvements have been completed (including completion of any punch list items); (ii) final and unconditional original lien waivers from Contractor and all subcontractors, suppliers, materialmen and other parties who performed labor at, or supplied materials to, the Premises in connection with the Tenant Improvements; and (iii) a copy of the certificate of occupancy for the Premises issued by the appropriate governmental authority(ies). Notwithstanding anything herein to the contrary, at Landlord's option, the Allowance or any portion thereof may be paid by Landlord directly to the Contractor or to any lienor giving notice as defined in the Florida Construction Lien Law. Landlord will have no obligation to make any payment of the Allowance at any time that an Event of Default exists under the Lease. Notwithstanding anything herein to the contrary, Tenant shall not be entitled to any cash or credit against Rent if the Allowance exceeds Total Costs.

The Allowance is being paid by Landlord as an inducement to Tenant to enter into this Lease and as consideration for the execution of this Lease by Tenant and the performance by Tenant under this Lease for the full Term. If after Tenant has been granted all or any portion of the Allowance, the Term is thereafter terminated by virtue of an Event of Default by Tenant or Landlord resumes possession of the Premises subsequent to an Event of Default by Tenant, and Landlord is precluded by applicable law from collecting the full amount of damages attributable to the Event of Default, then, in addition to all other damages and remedies available to Landlord, Landlord shall also be entitled to recover from Tenant the unamortized portion (calculated using an interest rate of 12% per annum compounded monthly) of the Allowance, which sum shall not be deemed Rent. This obligation of Tenant to repay the unamortized balance of the Allowance to Landlord shall survive the expiration or earlier termination of the Term.

16. General. The approval by Landlord or any of Landlord's representatives of any drawings, plans or specifications which are prepared in connection with the construction of improvements in the Premises or for any other alterations or the supervision by Landlord or Landlord's representatives of any work performed on behalf of Tenant shall not: (a) imply Landlord's approval of the plans and specifications or work as to quality of design or fitness of any material or device used; (b) imply that the plans and specifications or work are in compliance with any codes or other requirements of governmental authority; (c) impose any liability on Landlord to Tenant or any third party; (d) serve as a waiver or forfeiture of any right of Landlord; or (e) constitute a representation or warranty by Landlord as to the adequacy or sufficiency of the plans or specifications, or the work to which they relate, for any use, purpose or condition. Any approvals given by Landlord hereunder to any drawings, plans or specifications are merely the consent of Landlord to the construction or installation of improvements in the Premises according to such drawings, plans or specifications. Failure by Tenant to pay any amounts due under this Work Letter will have the same effect as failure to pay Rent under the Lease, and such failure or Tenant's failure to perform any of its other obligations under this Work Letter will constitute an Event of Default under the Lease, entitling Landlord to all of its remedies under the Lease as well as all remedies otherwise available to Landlord. The provisions of this Work Letter shall not apply to any additional space added to the original Premises after the date of this Lease, whether by any options under this Lease or otherwise, or to any portion of the original Premises or any additions to the Premises in the event of a renewal or extension of the initial Term, whether under any options under this Lease or otherwise, unless expressly so provided in this Lease or an amendment to this Lease.

**SCHEDULE C
BASE RENT SCHEDULE**

<u>Time Period</u>	<u>Annual Base Rent Per RSF</u>	<u>Annual Base Rent*</u>	<u>Monthly Base Rent*</u>
3/1/17 – 2/28/18	\$16.00	\$70,864.00**	\$5,905.33**
3/1/18 – 2/28/19	\$16.48	\$72,989.92	\$6,082.49
3/1/19 – 2/29/20	\$16.97	\$75,160.13	\$6,263.34
3/1/20 – 2/28/21	\$17.48	\$77,418.92	\$6,451.58
3/1/21 – 2/28/22	\$18.00	\$79,722.00	\$6,643.50
3/1/22 – 2/28/23	\$18.54	\$82,113.66	\$6,842.81

*Plus applicable sales taxes

**Reduced by \$3,750.00 monthly Base Rent abatement for 3/1/17 through 12/31/17

SCHEDULE D RULES AND REGULATIONS

1. **Rights of Entry.** The Tenant will have the right to enter the Premises at any time, but outside of the standard work week, the Tenant may be required to furnish proper and verifiable identification. The Landlord will have the right to enter the Premises at all reasonable hours to perform janitorial services or clean windows; and also at any time during the last twelve (12) months of the Term, with reasonable prior notice to the Tenant, to show the Premises to prospective tenants.
2. **Right of Exclusion.** The Landlord reserves the right to require each person entering the Building to sign a register and either (i) to present a Building pass, or (ii) to be announced to the tenant such person is visiting and to be accepted as a visitor by such tenant or to be otherwise properly identified. The Landlord may exclude from the Building any person who cannot comply with such requirement. The Landlord also reserves the right to require any person leaving the Building to sign a register or to surrender any special entry pass given to such person. If the Landlord elects to exercise the rights reserved above, the Landlord will furnish a Building pass to all persons designated by the Tenant in writing. Finally, the Landlord reserves the right to exclude or expel from the Building any person who, in the Landlord's judgment, is intoxicated or under the influence of alcohol or drugs.
3. **Obstruction.** The Tenant will not obstruct or place anything in or on the sidewalks or driveways outside the Building, or in the lobbies, corridors, stairwells or other Common Areas. The Landlord may remove, at the Tenant's expense, any such obstruction or thing without notice or obligation to the Tenant.
4. **Refuse.** The Tenant will place all refuse in the Premises in proper receptacles provided and paid for by Tenant, or in receptacles provided by the Landlord for the Building, and will not place any litter or refuse on or in the sidewalks or driveways outside the Building, or the Common Areas, lobbies, corridors, stairwells, ducts or shafts of the Building.
5. **Public Safety.** The Tenant will not throw anything out of doors, windows or skylights, down passageways or over walls. The Tenant will not use any fire exits or stairways in the Building except in case of emergency.
6. **Keys; Locks.** The Landlord may from time to time install and change locks on entrances to the Building, Common Areas and the Premises, and will provide the Tenant with five (5) keys. If the Tenant desires additional keys, they will be furnished by the Landlord at the Landlord's sole discretion and the Tenant will pay a reasonable charge for them. The Tenant will not add or change existing locks on any door in or to the Premises without the Landlord's prior written consent. If with the Landlord's consent, the Tenant installs lock(s) incompatible with the Building master locking system:
 - a. the Landlord, without abatement of Rent, will be relieved of any obligation under the Lease to provide any service that requires access to the affected areas;
 - b. the Tenant will indemnify the Landlord against any expense as a result of forced entry to the affected areas which may be required in an emergency; and
 - c. the Tenant will, at the end of the Term and at the Landlord's request, remove such lock(s) at the Tenant's expense.

At the end of the Term, the Tenant will promptly return to the Landlord all keys for the Building and Premises which are in the Tenant's possession.

7. **Aesthetics.** The Tenant will not attach any awnings, signs, displays or projections to the outside or inside walls or windows of the Building which are visible from outside the Premises without the Landlord's prior written approval, which may be withheld in the Landlord's sole discretion. The Tenant will use only Building standard lighting in areas where such lighting is visible from outside the Building.

8. **Window Treatments.** If the Tenant desires to attach or hang any curtains, blinds, shades or screens to or in any window or door of the Premises, the Tenant must obtain the Landlord's prior written approval. The Tenant will not coat or sunscreen the interior or exterior of any windows without the Landlord's express written consent. The Tenant will not place any objects on the windowsills that cause, in the Landlord's reasonable opinion, an aesthetically unacceptable appearance.
9. **Building Control.** The Landlord reserves the right to control and operate the Common Areas as well as facilities furnished for the common use of tenants in such manner as the Landlord deems best for the benefit of tenants generally. The Landlord reserves the right to prevent access to the Building or Common Areas during an emergency by closing the doors or otherwise, for the safety of tenants and protection of the Building and Common Areas and property in the Building and Common Areas.
10. **Engineering Consent.** All plumbing, electrical and heating, ventilating and air conditioning ("HVAC") work for and in the Premises requires the Landlord's prior written consent to maintain the integrity of the Building's electrical, plumbing and HVAC systems.
11. **HVAC Operation.** The Tenant will not place objects or other obstructions on the HVAC convectors or diffusers and will not permit any other interference with the HVAC system. Whenever the HVAC system is operating, the Tenant will cause the shades, blinds or other window coverings in the Premises to be drawn as reasonably required by the position of the sun.
12. **Plumbing.** The Tenant will only use plumbing fixtures for the purpose for which they are constructed. The Tenant will pay for all damages resulting from any misuse by the Tenant or plumbing fixtures.
13. **Equipment Location.** The Landlord reserves the right to specify where the Tenant's business machines, mechanical equipment and heavy objects will be placed in the Premises in order to best absorb and prevent vibration, noise and annoyance to other tenants, and to prevent damage to the Building. The Tenant will pay the cost of any required professional engineering certification or assistance.
14. **Bicycles; Animals.** The Tenant will not bring into, or keep about, the Premises or Common Areas any bicycles, vehicles, birds, animals (except seeing eye dogs) or organic Christmas decor of any kind. Bicycles and vehicles may only be parked in areas designated for such purpose.
15. **Carpet Protection.** In those portions of the Premises where carpet has been provided by the Landlord, the Tenant will, at its own expense, install and maintain pads to protect the carpet under all furniture having castors other than carpet castors.
16. **Proper Conduct.** The Tenant will conduct itself in a manner which is consistent with the character of the Building and will ensure that the Tenant's conduct will not impair the comfort or convenience of other tenants in the Building.
17. **Elevators.** Any use of the elevators for purposes other than normal passenger use (such as moving to or from the Building or delivering freight), whether during or after the standard work week, must be scheduled through the Landlord or its property manager. The Tenant will reimburse the Landlord for any extra costs incurred by the Landlord in connection with any such non-passenger use of the elevators.
18. **Deliveries.** The Tenant will ensure that deliveries of materials and supplies to the Premises are made through such entrances, elevators and corridors and at such times as may from time to time be reasonably designated by the Landlord. Such deliveries may not be made through any of the main entrances to the Building without the Landlord's prior permission. The Tenant will use or cause to be used, in the Building, hand trucks or other conveyances equipped with rubber tires and rubber side guards to prevent damage to the Building or Common Areas or property in the Building or Common Areas. The Tenant will promptly pay the Landlord the cost of repairing any damage to the Building or Common Areas caused by any person making deliveries to the Premises. The Tenant shall reimburse the Landlord for all costs incurred by the Landlord in connection with any deliveries made after the standard business hours of the Building, including, without limitation, amounts paid to Building employees to supervise such deliveries.

19. **Moving.** The Tenant will ensure that furniture and equipment and other bulky matter being moved to or from the Premises are moved through such entrances, elevators and corridors and at such times as may from time to time be reasonably designated by the Landlord, and by movers or a moving company reasonably approved by the Landlord. The Tenant will promptly pay the Landlord the cost of repairing any damage to the Building or Common Areas caused by any person moving any such furniture, equipment or matter to or from the Premises. The Tenant shall reimburse the Landlord for all costs incurred by the Landlord in connection with any moving activities performed by or at the request of the Tenant after the standard business hours of the Building, including, without limitation, amounts paid to Building employees to supervise such moving activities.
20. **Solicitations.** Canvassing, soliciting and peddling in the Building or Common Areas are prohibited and the Tenant will cooperate in preventing the same.
21. **Food.** Only persons approved from time to time by the Landlord may prepare, solicit orders for, sell, serve or distribute food in or around the Building or Common Areas. Except as may be specified in the Lease or on construction drawings for the Premises approved by the Landlord, and except for microwave cooking, the Tenant will not use the Premises for preparing or dispensing food, or soliciting of orders for sale, serving or distribution of food.
22. **Parking Rules and Regulations.** The Tenant will comply with all reasonable rules and regulations applicable to the parking facilities and other Common Areas serving the Building as determined by Landlord.
23. **Hazardous Substances.** Except as may be expressly permitted by Landlord in writing, the Tenant will not store, use, release, produce, process or dispose in, on or about, or transport to or from, the Premises, Common Areas or Building any Hazardous Substances. The Tenant agrees that its failure to comply with this paragraph will constitute a material breach of the Lease; however, such agreement will not be deemed to limit the materiality of any other Tenant breach of the Lease for failure to comply with any other Rules and Regulations.
24. **Employees, Agents and Invitees.** In these Rules and Regulations, the Tenant's employees, agents, invitees, licensees and others permitted by the Tenant to access, use or occupy the Premises.
25. **Work Orders.** The Tenant requirements will be attended to only upon application to the Landlord. Building employees shall not be requested to perform, and shall not be requested by any tenant to perform, any work outside of regular duties, unless under specific instructions from the Landlord.
26. **Smoking.** Neither the Tenant nor its agents, employees, contractors, guests or invitees shall smoke or permit smoking in the Premises unless the Tenant complies with all laws, ordinances, orders, rules and requirements of all federal, state and municipal authorities governing the regulation of smoking in places of employment. In addition to the foregoing, smoking shall be prohibited in all Common Areas, except in those portions of the Common Areas that have been declared designated smoking areas by the Landlord in its sole discretion from time to time. The Landlord shall have the right to designate the Building (including the Premises and/or Common Areas) as being smoke-free.
27. **Heavy Loads.** The Tenant shall not place a load upon any floor of the Building or Common Areas exceeding the floor load per square foot which such floor was designed to carry and which is allowed by certificate, rule, regulation, permit or law. The Landlord reserves the right to prescribe the weight and position of all safes and vaults, which must be placed by the Tenant, at the Tenant's expense. Business machines and mechanical equipment shall be placed and maintained by the Tenant at the Tenant's expense, in such a manner as shall be sufficient in the Landlord's judgment to absorb and prevent vibration, noise and annoyance.
28. **License.** If any governmental license or permit shall be required for the proper and lawful conduct of the Tenant's business in the Premises, or any part thereof, other than a certificate of occupancy, and if failure to secure such license or permit would in any way affect the Landlord, then the Tenant, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by the

Landlord. The Tenant shall at all times comply with the terms and conditions of each such license or permit, and failure to procure and maintain same by the Tenant shall not affect the Tenant's obligations hereunder.

29. **Disturbances.** No noise, including, but not limited to, music or the playing of musical instruments, recordings, radio, or television which, in the reasonable judgment of the Landlord, might disturb other tenants in the Building, shall be made or permitted by any tenant. Nothing shall be done or permitted in the Premises by the Tenant which would unreasonably impair or interfere with the use or enjoyment by any other tenant of any other space in the Building. No tenant shall throw anything out of the doors, windows or skylights or down the passageways.

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (the "First Amendment") dated the 10th day of January, 2017 is by and between Stuart Medical Complex, LLC, a Florida limited liability company ("Landlord") and Florida Cancer Specialists, P.L., a Florida professional limited liability company ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated November 9th, 2016 (the "Lease") for premises consisting of approximately 4,429 square feet in that certain office/retail building showing on Exhibit "A" of the original Lease Agreement ("Building") and an address of 301 East Ocean Boulevard, Unit 120, Stuart, Florida 34994 (the "Premises"), as amended below;

WHEREAS, Landlord and Tenant now mutually intend and desire to amend the Lease on and subject to the terms and conditions hereinafter set forth.

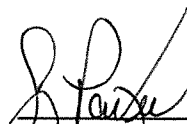
NOW THEREFORE, in consideration of these Premises and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

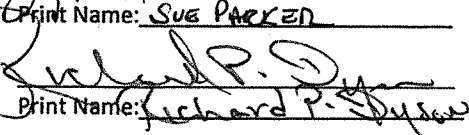
1. The foregoing Recitals are true and correct and form a part of the Lease.
2. All initially capitalized terms not defined herein shall have the meanings assigned to such terms in the Lease.
3. Section 1.9 of the lease agreement shall be amended to delete the stated address of the leased premises and restate that address as follows: 301 SE Ocean Blvd., Unit 102, Stuart, Florida 34994

ALL other terms and conditions as stated in the Lease Agreement shall remain in full force and effect.

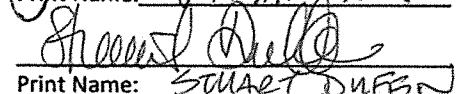
IN WITNESS HEREOF, Landlord and Tenant have executed this Lease, or have caused the same to be executed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:


Print Name: SUE PARKER


Print Name: Richard P. Dwyer


Print Name: Jennifer Pratt


Print Name: STUART DUFFIN

TENANT:

FLORIDA CANCER SPECIALISTS, P.L.
a Florida professional limited liability company

By: 
Print Name: Bradley A. Precht
Title: Chief Executive Officer

LANDLORD:

STUART MEDICAL COMPLEX, LLC
a Florida limited liability company

By: 
Print Name: David F. Cash
Title: Manager

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "Second Amendment") is made as of this 9th day of January, 2018, by and between STUART MEDICAL COMPLEX, LLC, a Florida limited liability company ("Landlord"), and FLORIDA CANCER SPECIALISTS, P.L., a Florida professional limited liability company ("Tenant").

RECITALS

This Second Amendment is based upon the following recitals:

A. Landlord and Tenant entered into that certain Lease Agreement having an effective date of November 9, 2016 (the "Lease"), for the premises containing 4,429 rentable square feet bearing an address of 301 SE Ocean Blvd., Unit 102, Stuart, Florida 34994 (the "Existing Space").

B. Landlord and Tenant desire to expand the size of the Existing Space and otherwise amend the Lease as set forth below.

NOW THEREFORE, in consideration of the mutual covenants and agreements stated in the Lease and below, and for other sufficient consideration received and acknowledged by each party, Landlord and Tenant agree to amend the Lease as follows:

1. **RECITALS; CAPITALIZED TERMS.** All Recitals are fully incorporated. Except for those terms expressly defined in this First Amendment, all initially capitalized terms will have the meanings ascribed to them in the Lease.

2. **EXPANSION.** Effective as of April 1, 2018 (the "Expansion Commencement Date"), the Existing Space shall be expanded to include that area adjacent to the Existing Space containing 1,294 rentable square feet and more particularly identified on Exhibit A attached hereto and incorporated herein by this reference (the "Expansion Space"). As of the Expansion Commencement Date, the Premises for all purposes under the Lease (as amended hereby and except as otherwise expressly stated herein) shall encompass and be deemed to be the Existing Space together with the Expansion Space and shall be deemed to contain 5,723 rentable square feet.

3. **BASE RENT AS OF EXPANSION COMMENCEMENT DATE.** Effective as of the Expansion Commencement Date and for the duration of the Term, Tenant shall pay Base Rent in advance in equal monthly installments on the first day of each month in lawful United States currency, together with any and all rental, sales or use taxes levied by any governmental body having authority upon the use or occupancy of the Premises, in accordance with the following schedule and otherwise in accordance with the Lease:

Time Period	Annual Base Rent per RSF	Annual Base Rent	Monthly Base Rent
4/1/18-2/28/19	\$16.48	\$94,315.04	\$7,859.59
3/1/19-2/28/20	\$16.97	\$97,119.31	\$8,093.28
3/1/20-2/28/21	\$17.48	\$100,038.04	\$8,336.50
3/1/21-2/28/22	\$18.00	\$103,014.00	\$8,584.50
3/1/22-2/28/23	\$18.54	\$106,104.42	\$8,842.04

4. **ADDITIONAL RENT AS OF EXPANSION COMMENCEMENT DATE.** Effective as of the Expansion Commencement Date and for the duration of the Term, Additional Rent shall continue to be payable according to Section 5.4 of the Lease and Tenant's Proportionate Share shall be increased to 15.02%.

5. **IMPROVEMENTS TO EXPANSION SPACE.** Landlord has made no representation or promise as to the condition of the Expansion Space. Tenant has inspected the Expansion Space, is fully familiar with the

physical condition of the Expansion Space and shall accept the Expansion Space "as is," "where is" and without any warranty, express or implied, or representation as to fitness or suitability. Tenant shall construct the Tenant Improvements (as defined in the Expansion Work Letter) in accordance with the terms and conditions of that certain Possession and Tenant Improvements Agreement attached hereto as Exhibit "B" (the "Expansion Work Letter"). All references in the Expansion Work Letter to (i) the "Lease" shall mean the Lease, as amended by this First Amendment, (ii) the "Premises" shall mean the Expansion Space, (iii) the "Commencement Date" shall mean the Expansion Commencement Date, and (iv) the "Allowance" shall mean the sum of \$32,350 (which is \$25/RSF of the Expansion Space) plus the actual and verifiable costs incurred by Tenant to install fire sprinklers and a fire demising wall in the Expansion Space. Landlord shall allow Tenant and its contractors to access the Expansion Space prior to the Expansion Commencement Date at no charge to Tenant for the purpose of performing the Tenant Improvements.

6. **BROKER.** Landlord and Tenant represent and warrant that no broker or agent was instrumental in negotiating or consummating this First Amendment other than Stuart Duffin, P.A. of NAI Southcoast (the "Broker"), whose commissions shall be paid by Landlord pursuant to a separate agreement. Neither party knows of any real estate broker or agent who is or might be entitled to a commission or compensation in connection with this First Amendment other than the Broker. Landlord and Tenant will indemnify and hold each other harmless from all damages paid or incurred by the other resulting from any claims asserted against either party by brokers or agents claiming through the other party other than the Broker. Each party's obligations under this Section will survive the expiration or early termination of the Term.

7. **CONFLICTING PROVISIONS.** If any provisions of this First Amendment conflict with any of those of the Lease as amended, then the provisions of this First Amendment shall govern.

8. **REMAINING LEASE PROVISIONS.** Except as stated in this First Amendment, all other viable and applicable provisions of the Lease as amended shall remain unchanged and continue in full force and effect throughout the Term.

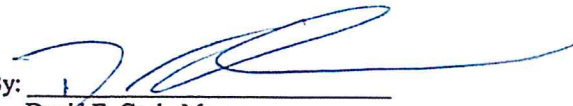
9. **BINDING EFFECT.** Landlord and Tenant ratify and confirm the Lease and agree that this First Amendment shall bind and inure to the benefit of the parties, and their respective successors, assigns and representatives as of the date first stated.

[SIGNATURES ON FOLLOWING PAGE]

AFFIRMING THE ABOVE, the parties have executed this FIRST AMENDMENT TO LEASE AGREEMENT as of the date first set forth above.

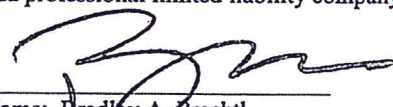
LANDLORD:

STUART MEDICAL COMPLEX, LLC,
a Florida Limited Liability Company

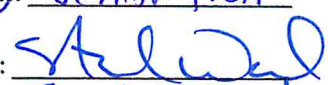
By: 
David F. Cash, Manager

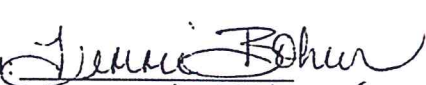
TENANT:

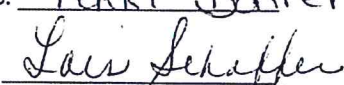
Florida Cancer Specialists, P.L.,
a Florida professional limited liability company

By: 
Print Name: Bradley A. Precht
Title: Chief Executive Officer

Witness 1: 
Print Name: Jennifer

Witness 2: 
Print Name: Crystal Ward

Witness 1: 
Print Name: Terri Behrer

Witness 2: 
Print Name: Lois Schaffer

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EXHIBIT A

FLOOR PLAN OF EXPANSION PREMISES

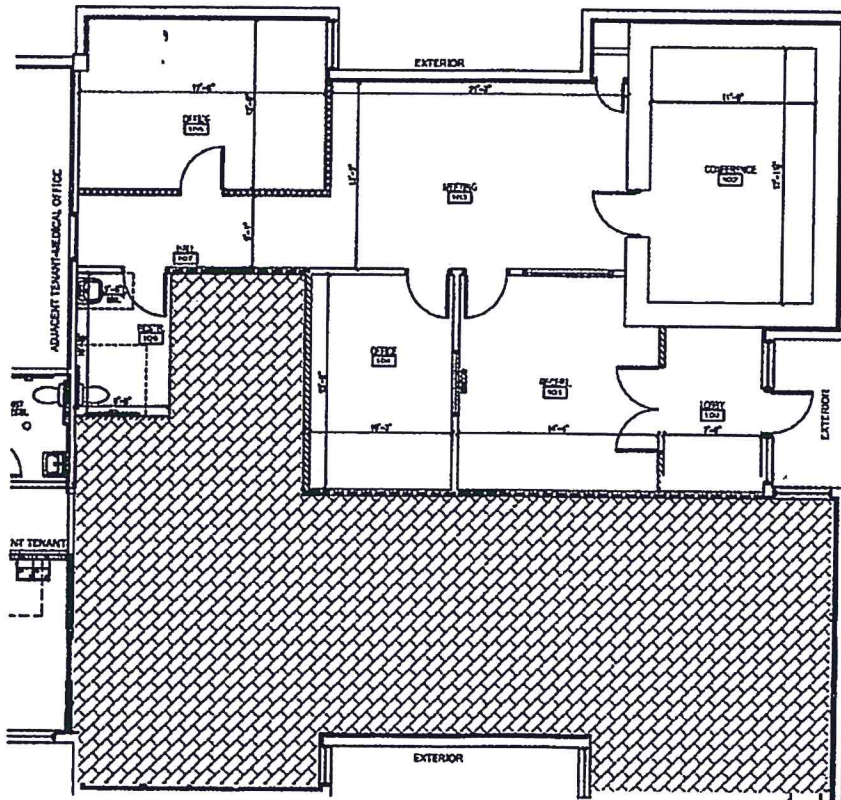


EXHIBIT B

POSSESSION AND TENANT IMPROVEMENTS AGREEMENT

1. **Conflicts; Terms.** If there is any conflict or inconsistency between the provisions of the Lease and those of this Exhibit B (the "*Possession and Tenant Improvements Agreement*" or the "*Work Letter*"), the provisions of this Work Letter will control. Except for those terms expressly defined in the Work Letter, all initially capitalized terms will have the meanings stated for such terms in the Lease. The following terms, which are not defined in the Lease, have the meanings indicated:

a. "Construction Documents" means complete construction plans and specifications for the Tenant Improvements prepared by Tenant's Architect and Tenant's Engineers in such form (and on such scale in the case of plans and drawings) as Landlord may reasonably specify and detailing all aspects of the Tenant Improvements, including, without limitation, the location of libraries, safes and other heavy objects, walls, doors, computer equipment, telephone and related equipment, and electrical, plumbing, heating, ventilation and air conditioning equipment (including equipment in excess of that required for normal use). Tenant's Engineers will perform all mechanical and electrical design work included in the Construction Documents.

b. "Landlord's Representative" means David F. Cash.

c. "Preliminary Plans" means the space plan and general specifications for the Tenant Improvements approved by Landlord.

d. "Tenant's Representative" means Richard P. Dyson.

e. "Tenant's Architect" means such licensed or registered professional architect, designer or space planner as may be selected by Tenant and reasonably approved by Landlord.

f. "Tenant's Engineers" means such licensed or registered professional engineers as may be selected by Tenant and reasonably approved by Landlord.

g. "Tenant Improvements" means all alterations, leasehold improvements and installations to be constructed or installed by Tenant in the Premises according to this Work Letter.

h. "Total Costs" means (i) total out of pocket costs paid by Tenant for the design professional fees, permitting costs and the "hard costs" of performing the Tenant Improvements; and (ii) all amounts owed to Landlord under this Work Letter. Total Costs will not, however, include, and the Allowance shall not be applied against, any costs incurred by Tenant other than those described in (i) and (ii) above, which such other costs include, without limitation, costs of Tenant's furniture or other personal property, costs of Tenant's fixtures or equipment (unless such fixtures or equipment will constitute permanent additions to the Premises and are shown on the Construction Documents), cabling and wiring costs and moving expenses.

2. **Representatives.** Landlord appoints Landlord's Representative to act for Landlord in all matters covered by this Work Letter. Tenant appoints Tenant's Representative to act for Tenant in all matters covered by this Work Letter. All inquiries, requests, instructions, authorizations and other communications with respect to the matters covered by this Work Letter will be made to Landlord's Representative or Tenant's Representative, as the case may be. Tenant will not make any inquiries of or requests to, and will not give any instructions or authorizations to, any other employee or agent of Landlord, including Landlord's architect, engineers and contractors or any of their agents or employees, with regard to matters covered by this Work Letter. Either party may change its Representative under this Work Letter at any time by 3 days prior written notice to the other party.

3. **Possession.** Landlord will deliver the Premises to Tenant for the conduct of the Tenant Improvements on the Execution Date or as soon after such date as possible. Regardless of Landlord's delivery of the Premises to Tenant, Tenant will not be permitted to begin the Tenant Improvements unless and until Landlord has approved the Construction Documents according to this Work Letter, Tenant has obtained all necessary permits and other

governmental approvals for the Tenant Improvements and Tenant is otherwise in compliance with the provisions of this Work Letter. All alterations, improvements and additions made to the Premises according to this Work Letter will, without compensation to Tenant, become Landlord's property upon installation and will remain Landlord's property at the expiration or earlier termination of the Term; provided, however, that the foregoing does not obviate Tenant's obligation to insure the Tenant Improvements as stated in the Lease or override the provisions in the Lease governing the disbursement of insurance proceeds related thereto.

4. Early Access. At all times after Tenant has initially occupied the Premises prior to the Commencement Date, Tenant will be subject to and will comply with all of the terms and provisions of the Lease, including this Work Letter, except that no Base Rent or Additional Rent will be payable by Tenant prior to the Commencement Date.

5. Landlord's Approval. All Preliminary Plans and Construction Documents, and any revisions to the same (whether in the form of a change order or otherwise) are expressly subject to Landlord's prior written approval. Landlord may withhold its approval of any such items that require work which:

- a. exceeds or adversely affects the capacity or integrity of the Building's structure or any of its heating, ventilating, air conditioning, plumbing, mechanical, electrical, communications or other systems;
- b. is not approved by any Holder;
- c. would not be approved by a prudent owner of property similar to the Building;
- d. violates any agreement which affects the Building or binds Landlord;
- e. Landlord reasonably believes will increase the cost of operating or maintaining any of the Building's systems;
- f. Landlord reasonably believes will reduce the market value of the Premises or the Building at the end of the Term;
- g. does not conform to applicable building code or is not approved by any governmental authority having jurisdiction over the Premises;
- h. does not meet or exceed Building standard; or
- i. Landlord reasonably believes will infringe on the architectural or historical integrity of the Building.

6. Tenant's Plans. Tenant, at its expense, will cause the Construction Documents to be prepared and submitted to Landlord for its approval. The Construction Documents must strictly conform to the Preliminary Plans and must be in all respects sufficient for the purpose of obtaining a building permit for the Tenant Improvements. If the submitted Construction Documents are not reasonably acceptable to Landlord, Landlord will so notify Tenant by returning the same with required changes noted. Landlord shall be deemed to have approved the Construction Documents if Landlord does not provide such notification to Tenant within 15 days following receipt of such Construction Documents. If Landlord notifies Tenant of any required changes to the Construction Documents, Tenant will cooperate in good faith with Landlord to cause the Construction Documents to be revised to include Landlord's reasonable required changes and resubmitted to Landlord. Upon submittal to Landlord of the further revised Construction Documents, and upon submittal of any further revisions, the procedures described above will be repeated. The Tenant Improvements will not commence prior to Landlord's approval or deemed approval of the Construction Documents. Upon completion of the Tenant Improvements, Tenant will provide Landlord a complete set of reproducible as-built plans of the Premises in a version acceptable to Landlord. If Tenant fails to provide such plans, Landlord may obtain them, directly or by field verification, and charge Tenant for all costs incurred by Landlord in doing so. No approval by Landlord of the Preliminary Plans, the Construction Documents or any revisions to them will constitute a representation or warranty by Landlord as to the adequacy or sufficiency of such plans, or the improvements to which they relate, for any use, purpose or condition, but such approval will merely be the consent of Landlord to the construction or installation of improvements in the Premises according to such plans.

7. Tenant Improvements. Tenant, at its expense, will construct or cause to be constructed in the Premises all Tenant Improvements necessary to bring the Premises into a first class condition consistent with the use specified in the Lease and in accordance with the Construction Documents approved by Landlord. Tenant, at its expense, will obtain: (i) all permits and other governmental approvals required for the completion of the Tenant Improvements (including, without limitation, building permits); and (ii) all certificates required for occupancy of the Premises from the appropriate governmental authorities. Tenant will cause all Tenant Improvements to be diligently completed in a

good and workmanlike manner, according to the approved Construction Documents and all applicable laws, and free and clear of any liens or claims for liens. The "Substantial Completion" of the Tenant Improvements shall be deemed to have occurred on the date that a Certificate of Occupancy is issued by the appropriate local governmental entity concerning the Tenant Improvements.

8. Tenant's Contractor. Landlord will have the right to approve Tenant's general contractor ("Contractor") and all subcontractors, which approvals will not be unreasonably withheld or delayed. Landlord hereby approves Anderson-Moore Construction to serve as the Contractor. Tenant will not execute any contract until Landlord's approvals of the Contractor and subcontractors have been obtained and Tenant will cause its proposed Contractor and subcontractors to submit such information, including financial information, as may be reasonably required by Landlord to determine whether such Contractor and subcontractors should be approved.

9. Construction Contract. Tenant's construction contract for the Tenant Improvements will provide (and Tenant will deliver a copy of it to Landlord so that Landlord may confirm it provides) that: (i) if requested by Landlord, Contractor will obtain a payment and performance bond in the amount of 100% of the cost of constructing the Tenant Improvements, from a surety company mutually acceptable to Tenant and Landlord; (ii) construction of the Tenant Improvements will not interfere with Landlord's or Landlord's tenants' activities in, or use or enjoyment of, the Building; (iii) Contractor will cooperate with other contractors in the Building to insure harmonious working relationships, including, without limitation, coordinating with other contractors in the Building concerning use of elevators, trash removal and water and utility usage; (iv) Contractor will leave all Common Areas in neat, clean, orderly and safe condition at the end of each day during construction of the Tenant Improvements; (v) Contractor will procure and maintain and cause its subcontractors to procure and maintain the insurance described in this Work Letter; (vi) upon completion of the Tenant Improvements, Contractor will provide to Landlord and Tenant any maintenance manuals on equipment installed in the Premises as part of the Tenant Improvements; and (vii) all labor and material supplied according to the contract will be fully warranted by Contractor for a period of not less than one year from Substantial Completion of the Tenant Improvements and such warranty will provide that it is for the benefit of both Landlord and Tenant and may be enforced by either. The construction contract will also contain the following indemnification and defense provision:

"Contractor will protect, defend, hold harmless, and indemnify Stuart Medical Complex, LLC and its successors, assigns, directors, officers and employees (collectively, "Indemnities") from and against all claims, actions, liabilities, damages losses, cost and expense (including attorney's fees) arising out of or resulting from the performance of the work contemplated by this contract by Contractor or any of its subcontractors, provided that any such claims, action, liabilities, damages, losses, cost or expense (i) are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work contemplated by this contract itself) including the loss of use resulting therefrom, and (ii) are caused in whole or in part by the negligent act or omission of Contractor, any subcontractor, or any of them may, directly or indirectly, be liable. Such obligations will not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

Contractor agrees to protect, defend, hold harmless and indemnify the Indemnities from and against any and all claims, actions, liabilities, damages, losses, costs, and expenses (including attorneys' fees) arising out of or resulting from Contractor's failure to purchase all insurance required under the Possession and Tenant Improvements Agreement attached to and made a part of the First Amendment to Lease Agreement having an execution date of [Date of Lease to be inserted] between Stuart Medical Complex, LLC and Florida Cancer Specialists, P.L., and Contractor's failure to require and obtain proper insurance coverage from its subcontractors. In any and all claims against the Indemnities or employee of Contractor or any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this provision will not be limited in any way by any limitation of the amount or type of damages, compensation

or benefits payable by or for Compensation Acts, disability benefit acts, or other employee benefit acts. The indemnification and defense obligations stated above will not apply to any claims, actions, liabilities, damages, losses, cost or expenses caused directly and solely by the affirmative gross negligence or intentional tortious act of the Indemnities."

10. Contractor's Insurance. Tenant will cause Contractor (and, except as provided below, all of Contractor's subcontractors) to procure and maintain in effect during the entire period of construction of the Tenant Improvements the following insurance:

- a. Worker's compensation insurance with statutory benefits and limits which fully comply with all state and federal requirements;
- b. Employer's liability insurance with limits of not less than \$200,000.00;
- c. Automobile liability insurance including owned, non-owned, leased and hired car coverage, naming Landlord as an additional insured, providing primary (and not contributing) coverage, and containing cross-liability and severability of interest clauses; limits of contract for the performance of the Tenant Improvements is \$150,000.00 or less, coverage will be in an amount of not less than \$1,000,000.00 combined contract is over \$150,000.00, coverage will be in an amount of not less than \$1,000,000.00 combined single limit per occurrence;
- d. Comprehensive general liability insurance including personal injury, owner's and contractor's protective liability, explosion, collapse and underground damage liability endorsement (commonly called X, C and U hazard), products, completed operations, blanket contractual and broad form property damage coverage, naming Landlord as an additional insured, providing primary (and not contributing) coverage, and containing cross-liability and severability of interest clauses; limits of liability will be as follows: if the total amount of Contractor's contract for the performance of the Tenant Improvements is \$150,000.00 or less, coverage will be in an amount of not less than \$2,000,000.00 combined single limit per occurrence; if the total amount of Contractor's contract is over \$150,000.00, coverage will be in an amount of not less than \$5,000,000.00 combined single limit per occurrence; and
- e. "All risk" builders risk property insurance for the full replacement cost of the Tenant Improvements on a completed value basis, naming Landlord as a loss payee, as its interests may appear, providing primary (and not contributing) coverage, and including a waiver of all rights of subrogation against Landlord.

All of the above insurance policies must be placed with insurance companies reasonably acceptable to Landlord and must be endorsed to require 30 days' written notice to Landlord prior to any cancellation or material changes in coverage. Prior to the commencement of the Tenant Improvements, Tenant will cause Contractor to deliver to Landlord original certificates of insurance evidencing the insurance coverage required above. Tenant will also cause Contractor to deliver to Landlord original certificates of insurance evidencing the insurance coverage required above. Tenant will also cause Contractor to obtain certificates or evidence of similar insurance from each of Contractor's subcontractors before their work commences and deliver such certificates or evidence to Landlord. Each subcontractor must be covered by insurance of the same character and in the same amount as specified for Contractor above, except that (i) a subcontractor's comprehensive general liability insurance will have combined single limits not less than \$2,000,000.00 per occurrence, if the total amount of Contractor's contract for the performance of the Tenant Improvements is \$150,000.00 or less, and not less than \$5,000,000.00 per occurrence, if the total amount of Contractor's contract is over \$150,000.00; (ii) so long as Contractor's builders risk policy covers all of the Tenant Improvements, no subcontractor will be required to maintain builders risk Contractor and Landlord may agree to lesser limits in writing because of the nature of the particular subcontract work.

11. Additional Requirements Concerning Tenant Improvements. The following additional requirements will apply to the Tenant Improvements:

- a. All of the Tenant Improvements will be: (i) completed only according to the Construction Documents approved by Landlord; (ii) conducted in a manner so as to maintain harmonious labor relations and not to interfere with or delay any other work or activities being carried on by Landlord or Landlord's contractors or

other tenants; (iii) designed, performed and completed in substantial compliance with all applicable standards and regulations established by Landlord and provided to Tenant in advance of the commencement of construction of the Tenant Improvements as well as all safety, fire, plumbing and electrical and other codes and governmental and insurance requirements; (iv) completed only by the Contractor and subcontractors approved by Landlord; and (v) performed and conducted in such a manner so as not to alter the structure or systems of the Building.

b. Under no circumstances will Tenant, Contractor or any of their authorized representatives ever alter or modify or in any manner disturb any "Central" (as defined below) system or installation of the Building, including, without limitation, the Central plumbing system, Central electrical system, Central heating, ventilating and air conditioning system, Central fire protection and fire alert system, Central Building maintenance systems, Central structural system, elevators and anything located within the Central core of the Building. Only with Landlord's express written permission will Tenant, Contractor or their authorized representatives alter or modify or in any manner disturb any "Branch" (as defined below) of any Central system or installation of the Building which serves or is located within the Premises. "Central" means that portion of any Building system or component which is within the core of the Building system or component which is within the core of the Building or common to or serves or exists for the benefit of other tenants in the Building, and "Branch" means that portion of any Building system or component which serves to connect or extend Central systems to the Premises. Any and all interfacing with, or tie-ins to, any Central Building systems or Branches will be scheduled with Landlord not later than 5 days prior to the commencement of any such work. Any such interfacing with, or tie-ins to, any such Building systems, and any checks of such interfacing or tie-ins, will be performed only after the same have been scheduled with, and approved by, Landlord.

c. Any of the Tenant Improvements which is to be performed during hours other than the standard business hours for the Building must be scheduled in advance with Landlord.

d. Tenant agrees that if Contractor fails to leave all Common Areas in a neat, clean, orderly and safe condition at the end of each day during construction of the Tenant Improvements, Landlord will have the right to immediately take such action as Landlord deems appropriate to render the Common Areas neat, clean, orderly and safe and Tenant will, upon Landlord's written demand, reimburse Landlord for all Landlord's costs of taking such action.

12. Landlord's Services; Construction Administration. During construction of the Tenant Improvements, Landlord will provide the following services related to such construction, the cost of which will be paid by Tenant as a part of, and be expressly included in, Total Costs: all electricity and other utilities; refuse removal (including dumpsters); any other services requested by Tenant or Contractor that Landlord agrees to provide (such as engineering, maintenance or housekeeping services); and allowing access to the Premises after the standard business hours for the Building. All Total Costs that are payable to Landlord shall, at the option of Landlord, be paid by Tenant within 10 days after the date of Landlord's invoice or deducted from any remaining Allowance.

13. Inspection; Stop Work; Noncomplying Work. Landlord reserves the right to inspect the Tenant Improvements in the Premises at all reasonable times, provided that such inspection(s) will in no way make Landlord responsible for any of the Tenant Improvements and will not constitute a representation or warranty by Landlord as to the adequacy or sufficiency of the Tenant Improvements. Landlord reserves the right to stop any and all work performed (or to be performed) if Landlord considers any such work, or its performance, to be dangerous or creating a nuisance, or otherwise injurious to Tenant, Landlord or any other Building tenants. If any inspection by Landlord reveals any items of the Tenant Improvements that does not comply with Tenant's obligations under this Work Letter, Landlord may so notify Tenant and require that the item be corrected to so comply. Within 10 days after the date of any such notice from Landlord, Tenant will begin correction of any such noncomplying item and will then promptly and diligently pursue such correction to completion. If any such item is not so corrected, Landlord may enter the Premises at any time and correct the item at Tenant's expense (to be paid by Tenant promptly upon demand).

14. Mechanics' Liens. In the conduct of the Tenant Improvements, Tenant will take all action necessary to ensure that no mechanic's or other liens attach to the Premises or Building. Without limitation, Tenant will post notices, with form and content and in the manner as specified by any applicable law, notifying all persons or entities which may supply labor or materials in connection with the Tenant Improvements that Landlord's interest in the

Premises and Building will not be subject to any lien for the same. If any such lien should be filed, the provisions of the Lease relevant thereto will apply.

15. Allowance. Subject to the provisions hereof, Tenant shall be entitled to apply the Allowance to the Total Costs, and Landlord shall deliver the Allowance to Tenant within thirty (30) days after Landlord has received the following: (i) written notice from Contractor and Tenant's Architect (or other evidence satisfactory to Landlord) that the Tenant Improvements have been completed (including completion of any punch list items); (ii) final and unconditional original lien waivers from Contractor and all subcontractors, suppliers, materialmen and other parties who performed labor at, or supplied materials to, the Premises in connection with the Tenant Improvements; and (iii) a copy of the certificate of occupancy for the Premises issued by the appropriate governmental authority(ies). Notwithstanding anything herein to the contrary, at Landlord's option, the Allowance or any portion thereof may be paid by Landlord directly to the Contractor or to any lienor giving notice as defined in the Florida Construction Lien Law. Landlord will have no obligation to make any payment of the Allowance at any time that an Event of Default exists under the Lease. Notwithstanding anything herein to the contrary, Tenant shall not be entitled to any cash or credit against Rent if the Allowance exceeds Total Costs.

The Allowance is being paid by Landlord as an inducement to Tenant to enter into this Lease and as consideration for the execution of this Lease by Tenant and the performance by Tenant under this Lease for the full Term. If after Tenant has been granted all or any portion of the Allowance, the Term is thereafter terminated by virtue of an Event of Default by Tenant or Landlord resumes possession of the Premises subsequent to an Event of Default by Tenant, and Landlord is precluded by applicable law from collecting the full amount of damages attributable to the Event of Default, then, in addition to all other damages and remedies available to Landlord, Landlord shall also be entitled to recover from Tenant the unamortized portion (calculated using an interest rate of 12% per annum compounded monthly) of the Allowance, which sum shall not be deemed Rent. This obligation of Tenant to repay the unamortized balance of the Allowance to Landlord shall survive the expiration or earlier termination of the Term.

16. General. The approval by Landlord or any of Landlord's representatives of any drawings, plans or specifications which are prepared in connection with the construction of improvements in the Premises or for any other alterations or the supervision by Landlord or Landlord's representatives of any work performed on behalf of Tenant shall not: (a) imply Landlord's approval of the plans and specifications or work as to quality of design or fitness of any material or device used; (b) imply that the plans and specifications or work are in compliance with any codes or other requirements of governmental authority; (c) impose any liability on Landlord to Tenant or any third party; (d) serve as a waiver or forfeiture of any right of Landlord; or (e) constitute a representation or warranty by Landlord as to the adequacy or sufficiency of the plans or specifications, or the work to which they relate, for any use, purpose or condition. Any approvals given by Landlord hereunder to any drawings, plans or specifications are merely the consent of Landlord to the construction or installation of improvements in the Premises according to such drawings, plans or specifications. Failure by Tenant to pay any amounts due under this Work Letter will have the same effect as failure to pay Rent under the Lease, and such failure or Tenant's failure to perform any of its other obligations under this Work Letter will constitute an Event of Default under the Lease, entitling Landlord to all of its remedies under the Lease as well as all remedies otherwise available to Landlord. The provisions of this Work Letter shall not apply to any additional space added to the original Premises after the date of this Lease, whether by any options under this Lease or otherwise, or to any portion of the original Premises or any additions to the Premises in the event of a renewal or extension of the initial Term, whether under any options under this Lease or otherwise, unless expressly so provided in this Lease or an amendment to this Lease.

THIRD AMENDMENT TO LEASE AGREEMENT

15th THIS THIRD AMENDMENT TO LEASE AGREEMENT (this "Third Amendment") is made as of this day of may, 2018, by and between STUART MEDICAL COMPLEX, LLC, a Florida limited liability company ("Landlord"), and FLORIDA CANCER SPECIALISTS, P.L., a Florida professional limited liability company ("Tenant").

RECITALS

This Third Amendment is based upon the following recitals:

A. Landlord and Tenant entered into that certain Lease Agreement having an effective date of November 9, 2016 (the "Original Lease"), for the premises containing 4,429 rentable square feet bearing an address of 301 SE Ocean Blvd., Unit 102, Stuart, Florida 34994 (the "Existing Space").

B. Landlord and Tenant amended the Original Lease pursuant to that certain First Amendment to Lease dated January 6, 2017 (the "First Amendment") and that certain Second Amendment to Lease dated as of January 9, 2018 (the "Second Amendment"; the Original Lease, as amended by the First Amendment and the Second Amendment, shall be referred to herein as the "Lease").

C. Pursuant to the Second Amendment, Landlord and Tenant agreed to expand the size of the Existing Space to include certain area within the Building more particularly described in the Second Amendment (the "Second Amendment Expansion Space") on the terms set forth in the Second Amendment.

D. Landlord and Tenant now desire to expand the size of the Existing Space to include not the Second Amendment Expansion Space, but instead the Expansion Space as defined in this Third Amendment, and to otherwise amend the Lease as set forth below.

NOW THEREFORE, in consideration of the mutual covenants and agreements stated in the Lease and below, and for other sufficient consideration received and acknowledged by each party, Landlord and Tenant agree to amend the Lease as follows:

1. **RECITALS; CAPITALIZED TERMS.** All Recitals are fully incorporated. Except for those terms expressly defined in this Third Amendment, all initially capitalized terms will have the meanings ascribed to them in the Lease.

2. **EXPANSION.** Effective as of the Expansion Commencement Date, the Existing Space shall be expanded to include that area adjacent to the Existing Space containing 3,194 rentable square feet and more particularly identified on Exhibit A attached hereto and incorporated herein by this reference (the "Expansion Space"). As of the Expansion Commencement Date, the Premises for all purposes under the Lease (as amended hereby and except as otherwise expressly stated herein) shall encompass and be deemed to be the Existing Space together with the Expansion Space and shall be deemed to contain 7,623 rentable square feet. As used herein, the term "Expansion Commencement Date" shall mean the earlier of (i) October 1, 2018, or (ii) the issuance of a certificate of occupancy from the applicable governmental authority(ies) for the Tenant Improvements (as defined in the Expansion Work Letter, as such term is defined below).

3. **BASE RENT AS OF EXPANSION COMMENCEMENT DATE.** Effective as of the Expansion Commencement Date and for the duration of the Term, Tenant shall pay Base Rent in advance in equal monthly installments on the first day of each month in lawful United States currency, together with any and all rental, sales or use taxes levied by any governmental body having authority upon the use or occupancy of the Premises, in accordance with the following schedule and otherwise in accordance with the Lease:

Time Period	Annual Base Rent per RSF	Annual Base Rent	Monthly Base Rent
Expansion Commencement Date- 2/28/19	\$16.48	\$125,627.04	\$10,468.92
3/1/19-2/28/20	\$16.97	\$129,362.31	\$10,780.19
3/1/20-2/28/21	\$17.48	\$133,250.04	\$11,104.17
3/1/21-2/28/22	\$18.00	\$137,214.00	\$11,434.50
3/1/22-2/28/23	\$18.54	\$141,330.42	\$11,777.54

4. **ADDITIONAL RENT AS OF EXPANSION COMMENCEMENT DATE.** Effective as of the Expansion Commencement Date and for the duration of the Term, Additional Rent shall continue to be payable according to Section 5.4 of the Lease and Tenant's Proportionate Share shall be increased to 20.01%.

5. **IMPROVEMENTS TO EXPANSION SPACE.** Landlord has made no representation or promise as to the condition of the Expansion Space. Tenant has inspected the Expansion Space, is fully familiar with the physical condition of the Expansion Space and shall accept the Expansion Space "as is," "where is" and without any warranty, express or implied, or representation as to fitness or suitability. Tenant shall construct the Tenant Improvements (as defined in the Expansion Work Letter) in accordance with the terms and conditions of that certain Possession and Tenant Improvements Agreement attached as Exhibit "B" to the Second Amendment (the "Expansion Work Letter"), as amended hereby. All references in the Expansion Work Letter to (i) the "Lease" shall mean the Lease, as amended by this Third Amendment, (ii) the "Premises" shall mean the Expansion Space (for clarity, as such term is defined in this Third Amendment), (iii) the "Commencement Date" shall mean the Expansion Commencement Date (for clarity, as such term is defined in this Third Amendment), (iv) the "First Amendment to Lease Agreement having an execution date of [Date of Lease to be inserted]" shall be replaced with "Second Amendment to Lease Agreement having an execution date of January 9, 2018, as subsequently amended", and (v) the "Allowance" shall mean the sum of \$95,820 (which is \$30/RSF of the Expansion Space)..

6. **BROKER.** Landlord and Tenant represent and warrant that no broker or agent was instrumental in negotiating or consummating this Third Amendment other than Stuart Duffin, P.A. of NAI Southcoast (the "Broker"), whose commissions shall be paid by Landlord pursuant to a separate agreement. Neither party knows of any real estate broker or agent who is or might be entitled to a commission or compensation in connection with this Third Amendment other than the Broker. Landlord and Tenant will indemnify and hold each other harmless from all damages paid or incurred by the other resulting from any claims asserted against either party by brokers or agents claiming through the other party other than the Broker. Each party's obligations under this Section will survive the expiration or early termination of the Term.

7. **CONFLICTING PROVISIONS.** If any provisions of this Third Amendment conflict with any of those of the Lease as amended, then the provisions of this Third Amendment shall govern.

8. **REMAINING LEASE PROVISIONS.** Except as stated in this Third Amendment, all other viable and applicable provisions of the Lease as amended shall remain unchanged and continue in full force and effect throughout the Term.

9. **BINDING EFFECT.** Landlord and Tenant ratify and confirm the Lease and agree that this Third Amendment shall bind and inure to the benefit of the parties, and their respective successors, assigns and representatives as of the date first stated.

[SIGNATURES ON FOLLOWING PAGE]

AFFIRMING THE ABOVE, the parties have executed this THIRD AMENDMENT TO LEASE AGREEMENT as of the date first set forth above.

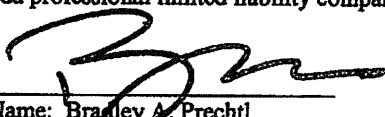
LANDLORD:

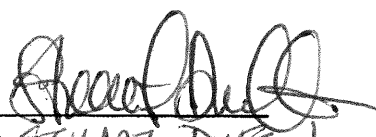
STUART MEDICAL COMPLEX, LLC,
a Florida Limited Liability Company

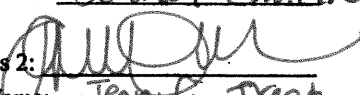
By: 
David F. Cash, Manager

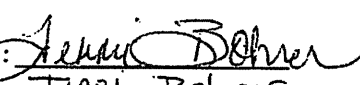
TENANT:

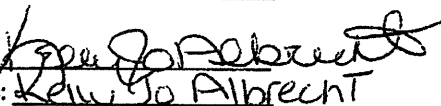
Florida Cancer Specialists, P.L.,
a Florida professional limited liability company

By: 
Print Name: Bradley A. Precht
Title: Chief Executive Officer

Witness 1: 
Print Name: STUART DUFFIN

Witness 2: 
Print Name: Jennifer Trent

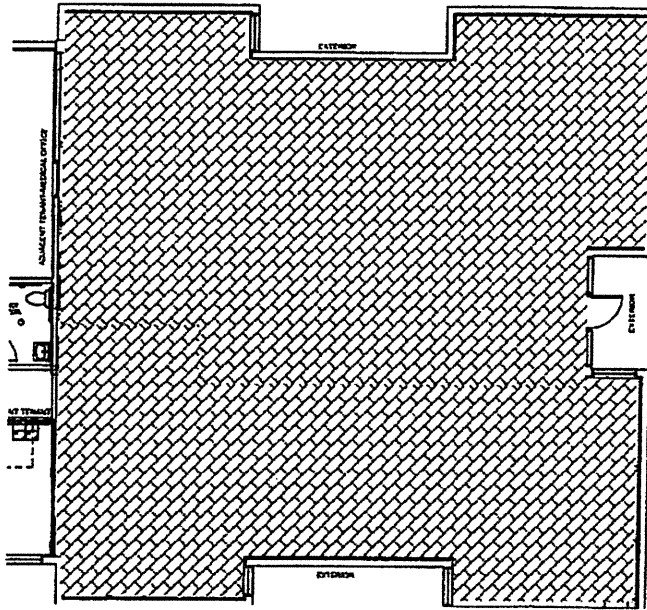
Witness 1: 
Print Name: TERRI Bohrer

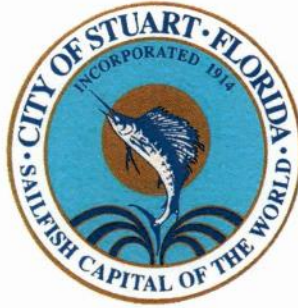
Witness 2: 
Print Name: Kelly Jo Albrecht

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EXHIBIT A

FLOOR PLAN OF EXPANSION PREMISES





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

RESOLUTION NUMBER 104-2025

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA AUTHORIZING
THE EXECUTION OF AN AMENDMENT TO
LEASE WITH TENANT AT 301 SE OCEAN BLVD.
TO ALLOW FOR THE TERMINATION OF LEASE
IN THE YEAR 2028 AND TO ALLOW STAFF TO
RELOCATE IN ACCORDANCE WITH PRIOR
COMMISSION ACTION; PROVIDING FOR AN
EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

WHEREAS, on January 22, 2019, the City Commission held a special workshop to address several issues including City owned property; and

WHEREAS, the City Commission determined that it was in the best interests of the citizens of the City of Stuart to purchase the property located at 301 SE Ocean Blvd., Stuart, FL to provide office space for the relocation of city staff for the purposes of redeveloping the City Hall property; and

WHEREAS, the property was purchased in 2019 and the city staff has been relocating as office space becomes available. The remaining leases have options that the tenants can exercise which would prevent the complete relocation for several years. Therefore, the City Commission has determined that it is in the best interests of the City of Stuart to negotiate and amend the leases to generate enough space to allow the complete relocation of all employees at the current city hall location in 2028.

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

SECTION 1: The amendment to the lease agreement with tenant, Florida Cancer Specialists & Research Institute, LLC, which is attached as Exhibit "A" is hereby authorized. The City Commission further authorizes the City Manager to execute the Amendment to change the final date of the leases to the last day of February, 2028, subject to the review and approval of the City Attorney.

SECTION 2: This Resolution shall take effect upon its adoption.

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

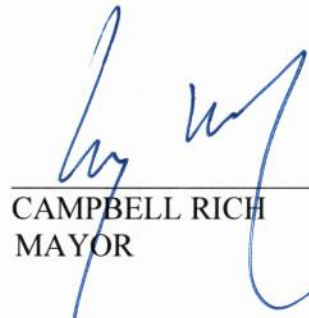
CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

ADOPTED this 13th day of October, 2025.

ATTEST:


MARY R. KINDEL, MMC
CITY CLERK


CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


LEE J. BAGGETT, ESQ
CITY ATTORNEY



FOURTH AMENDMENT TO LEASE

This Fourth Amendment to Lease (the "First Amendment") dated the 17th day of Oct., 2025 is by and between City of Stuart ("Landlord") and Florida Cancer Specialists & Research Institute, LLC, a Florida limited liability company f/k/a Florida Cancer Specialists, P.L. ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated November 9th, 2016 (the "Lease") for premises consisting of approximately 4,429 square feet in that certain office/retail building showing on Exhibit "A" of the original Lease Agreement ("Building") and an address of 301 SE Ocean Boulevard, Suite 102, Stuart, Florida 34994 (the "Premises"), as amended below;

WHEREAS, Landlord and Tenant amended the Original Lease pursuant to that First Amendment to Lease dated January 6, 2017 (the "First Amendment") and that certain Second Amendment to Lease dated as of January 9, 2018 (the "Second Amendment") and that certain Third Amendment to Lease dated May 15, 2018 (the "Third Amendment"; the Original Lease as amended by the First Amendment and the Second Amendment and the Third Amendment, shall be referred to herein as the "Lease").

WHEREAS, pursuant to the Second Amendment, Landlord and Tenant agreed to expand the size of the Existing Space to include certain area within the Building more particularly described in the Second Amendment (the "Second Amendment Expansion Space") on the terms set forth in the Second Amendment.

WHEREAS, pursuant to the Third Amendment, Landlord and Tenant agreed to further expand the Original and Existing Space to include certain area within the building more particularly described in the Third Amendment (The "Third Amendment Expansion Space") on the terms set forth in the Third Amendment.

WHEREAS, Landlord and Tenant now mutually intend and desire to amend the Lease on and subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of these Premises and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. The foregoing Recitals are true and correct and form a part of the Lease.
2. All initially capitalized terms not defined herein shall have the meanings assigned to such terms in the Lease.
3. Tenant and Landlord desire to extend the Lease Agreement through February 29th 2028 (the "Extension Period"). There shall be no further Options to Renew remaining on the Lease Agreement. The Base Rent during the Extension Period shall be as follows:

Period	Per Square Foot	Annual Base Rent	Monthly Base Rent
8/1/2025 - 2/28/2026 – 6 months	\$ 23.00	\$ N/A	\$ 14,610.75
3/1/2026 - 2/28/2027	\$ 25.13	\$ 180,588.87	\$ 15,049.07
3/1/2027 - 2/29/2028	\$ 25.89	\$ 186,006.54	\$ 15,500.54

4. Tenant shall have the right to terminate the Lease Agreement at any time after January 1st, 2027 with no less than sixty (60) days' written notice to the Landlord. All rents due during this time period shall be remitted as per the then current rental schedule.

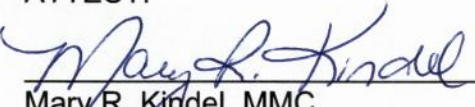
ALL other terms and conditions as stated in the Lease Agreement shall remain in full force and effect.

IN WITNESS HEREOF, Landlord and Tenant have executed this Lease, or have caused the same to be executed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

TENANT:
FLORIDA CANCER SPECIALISTS & RESEARCH
INSTITUTE, LLC, a Florida
limit DocuSigned by: iy
By: 
D4AEF05C75C844B...
Print Name: Dr. Lucio Gordan
Title: President & Managing Physician

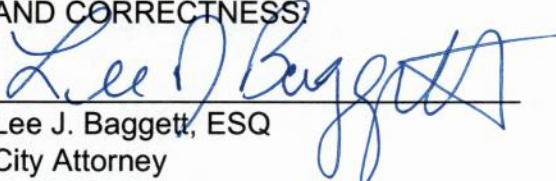
ATTEST:


Mary R. Kindel, MMC
City Clerk

LANDLORD:
CITY OF STUART

By: 
Print Name: Michael Mortell
Its: City Manager

APPROVED AS TO FORM
AND CORRECTNESS:


Lee J. Baggett, ESQ
City Attorney

ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT (the “Agreement”), effective as of June 2, 2025 (the “Effective Date”), is made and entered into by and between **City of Stuart, Florida**, a political subdivision of the state of Florida (“Lessor”), **Florida Cancer Specialists & Research Institute, LLC**, a Florida limited liability company (“Assignor”) and **Community Oncology Revitalization Enterprise Ventures, LLC**, a Delaware limited liability company (“Assignee”). Lessor, Assignor, and Assignee are each individually referred to herein as a “Party” or collectively as the “Parties.”

WITNESSETH:

WHEREAS, Lessor and Assignor entered into the [Lease Agreement] dated November 9, 2016, as modified from time to time (as modified, the “Lease”), with respect to the Premises located at 301 SE Ocean Boulevard, Suite 102, Stuart, Florida, as more fully described in the Lease (the “Premises”);

WHEREAS, Assignor and Assignee have agreed that Assignor shall transfer and assign to Assignee all right, title and interest of Assignor in and to the Lease; ~~and~~

WHEREAS, Assignor and Assignee hereby acknowledge that Section 24 of the Lease requires written consent of the Lessor; and

WHEREAS, Assignee has agreed to assume all of the obligations of Assignor arising under the Lease from and after (but not before) the Effective Date hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, Lessor, Assignor, and Assignee hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference. Capitalized and defined terms used in this Agreement shall have the same meanings as those ascribed to them in the Lease, unless the context clearly requires otherwise. In the event the terms of this Agreement conflict with the terms of the Lease, the terms of this Agreement shall control.

2. Transfer and Assignment. Assignor hereby transfers, assigns, delivers, and conveys to Assignee, its successors and assigns, all right, title and interest of Assignor in, to and under the Lease, including any security deposit under the Lease.

3. Assumption of Obligations. Assignee hereby expressly assumes and agrees to observe and perform all the obligations and duties of Assignor under the Lease for that period of time from and after, but not before, the Effective Date hereof.

4. Lessor’s Consent. Subject to the terms of the Lease and the terms and conditions of this Agreement, Lessor hereby consents to the assignment of the Lease by Assignor to Assignee of all of Assignor’s right, title, and interest in and to the Lease.

5. Amendments to Lease. As of the Effective Date of this Agreement, the Lease is hereby modified to include the following provisions:

(a) Management Company. Lessor acknowledges that Lessee is in the business of providing management services, facilities and equipment, administrative and technical support, and ancillary services necessary for physicians to establish and maintain a fully integrated network of outpatient oncology care. Accordingly, and notwithstanding anything to the contrary contained in the Lease, Lessor acknowledges that Lessee intends to make the Premises available for use by Assignor, and Lessor consents to Assignor's use of the Premises whether by license, sublease or occupancy/management agreement or otherwise.

(b) Hospital Systems. Any provision in the Lease requiring Lessee to be a qualified medical provider, to be a licensed physician, a member in good standing of the active medical staff of the underlying hospital system of which Lessor is a part (the "System"), shall be deemed satisfied for so long as the lessee under the Lease is an entity that manages or employs physicians. A physician's standing as a member of the active medical staff of the System shall be determined in accordance with the applicable bylaws of the System, as amended from time to time.

(c) Compliance With Health Care Laws. Lessor and Lessee enter into this Lease with the intent of conducting their relationship and implementing the agreements contained herein in full compliance with applicable federal, state and local laws, including without limitation, the Medicare/Medicaid Anti-Kickback statute (the "Anti-Kickback Law") and Section 1877 of the Social Security Act (the "Stark Law"), as amended. Notwithstanding any unanticipated effect of any of the provisions of this Lease, neither party will conduct itself under the terms of this Lease in a manner that would constitute a violation of the Anti-Kickback Law or Stark Law.

6. Notices. Lessee's address for purposes of all notices, demands, or other communications with respect to the Lease shall remain as noted in the Lease.

7. Binding Effect. This instrument shall bind and inure to the benefit of the Parties hereto and their respective heirs, executors, personal representatives, successors, and assigns.

8. Governing Law and Venue. This Lease shall be interpreted and enforced pursuant to the laws of the State of Florida. Any and all lawsuits or other proceedings related to the Premises, the Lease, and/or this Agreement shall be commenced and held in the applicable state or federal court in and for the county in which the Premises is located.

9. Attorney's Fees. In the event of any litigation arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, court costs and reasonable expenses (including without limitation, all such fees, costs and expenses incident to pre-trial, trial,

appellate, bankruptcy, post-judgment and alternative dispute resolution proceedings), incurred in that suit, action or proceeding, in addition to any other relief to which such party is entitled.

10. Ratification of Lease. Lessor and Assignor ratify and confirm the Lease and represent and warrant that the Lease is in full force and effect and has not been amended or modified except as provided herein.

11. Mutual Representations and Warranties. Each Party hereby represents and warrants to the other Parties that (i) it is duly organized, validly existing and, if such Party is a legal entity, such entity is in good standing in accordance with the laws of the state under which it was organized; (ii) all action necessary to authorize the execution of this Agreement has been taken by it; and (iii) the individual(s) executing and delivering this Agreement on behalf of it has been authorized to do so, and such execution and delivery shall bind it.

12. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. Any signature delivered by a Party by telephone facsimile transmission or as a scanned copy attached to an e-mail transmission will be deemed to be an original signature.

13. No Release of Assignor. Subject to the terms set forth herein, Assignor guarantees to Lessor the full, faithful, and prompt performance of all obligations imposed on Lessee by the terms of the Lease as a result of this Agreement, including, but not limited to: (a) the payment of any and all Rent payable by Lessee under the Lease, and (b) the performance and observance of all the covenants, terms, conditions, and agreements of the Lease to be performed and observed by Lessee under the Lease. For purposes of this Agreement, "Assignor" shall mean Florida Cancer Specialists & Research Institute, LLC, or any entity which directly or indirectly controls, is controlled by, or is under common control with Florida Cancer Specialists & Research Institute, LLC.

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment, Assumption, and Consent Agreement as of the Effective Date.

ASSIGNEE:

Community Oncology Revitalization Enterprise
Ventures, LLC, a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

ASSIGNOR:

Florida Cancer Specialists & Research Institute, LLC, a Florida limited
liability company

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: LESSOR/CITY OF STUART

By: _____	
<u>Mary R. Kindel, MMC</u>	<u>Louis J. Boglioli, III</u>
<u>City Clerk</u>	<u>Interim City Manager</u>

APPROVED AS TO FORM
AND CORRECTNESS:

Lee J. Baggett, Esq.
City Attorney

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 12/8/2025

Prepared by: Louis Boglioli

Title of Item:

FSP GRANT WITH FIND FOR SAINT LUCIE RIVER RAILROAD BRIDGE (RC):

RESOLUTION No. 110-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA SUPPORTING THE U.S. DEPARTMENT OF TRANSPORTATION (USDOT) FED-STATE PARTNERSHIP FOR INTERCITY PASSENGER RAIL PROGRAM (FSP) APPLICATION FOR THE REPLACEMENT OF THE ST. LUCIE RIVER RAILROAD BRIDGE, AUTHORIZING THE CO-APPLICATION WITH THE FLORIDA INLAND NAVIGATION DISTRICT (FIND), ACCEPTANCE IF APPROVED, AND EXECUTION THEREOF; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA SUPPORTING THE U.S. DEPARTMENT OF TRANSPORTATION (USDOT) FED-STATE PARTNERSHIP FOR INTERCITY PASSENGER RAIL PROGRAM (FSP) APPLICATION FOR THE REPLACEMENT OF THE ST. LUCIE RIVER RAILROAD BRIDGE, AUTHORIZING THE CO-APPLICATION WITH THE FLORIDA INLAND NAVIGATION DISTRICT (FIND), ACCEPTANCE IF APPROVED, AND EXECUTION THEREOF; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Funding Source:

Recommended Action:

Adopted R 110-2025

ATTACHMENTS:

1. R110-2025_FSP_Grant_SLR_RR_Bridge
2. FSP



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

RESOLUTION No. 110-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA SUPPORTING THE U.S. DEPARTMENT OF TRANSPORTATION (USDOT) FED-STATE PARTNERSHIP FOR INTERCITY PASSENGER RAIL PROGRAM (FSP) APPLICATION FOR THE REPLACEMENT OF THE ST. LUCIE RIVER RAILROAD BRIDGE, AUTHORIZING THE CO-APPLICATION WITH THE FLORIDA INLAND NAVIGATION DISTRICT (FIND), ACCEPTANCE IF APPROVED, AND EXECUTION THEREOF; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Fed-State Partnership for Intercity Passenger Rail Grant Program (FSP) is available to improve both the federal and State of Florida's high priority network of transportation facilities which are important to the State's economy and mobility; and

WHEREAS, the St. Lucie River Railroad Bridge is 100 years old and replacement is critical for the long-term capacity and fluidity of freight rail operations and regional marine industry movements and intercity passenger rail; and

WHEREAS, the St. Lucie River Railroad Bridge crosses the Okeechobee Waterway("OWW"), which is a Federal navigation project; and

WHEREAS, by increasing the channel clearance with a new higher elevation drawbridge, studies suggest that up to 94% of vessel traffic will be able to pass at low tide without a bridge opening which will improve navigation without use of the drawbridge; and

WHEREAS, the City of Stuart and Florida Inland Navigation District (FIND) believe that replacing the existing St. Lucie River Railroad Bridge with a new bridge having increased vertical and horizontal clearance will substantially reduce the adverse impacts on the navigability of the OWW; and

RESOLUTION 110-2025

FSP Grant to Replace the St Lucie River Railroad Bridge

WHEREAS, the City Commission of the City of Stuart, Florida, successfully received a \$130.5M Mega Grant which will be used for the design and implementation of a plan to replace the current 1933 single track railroad drawbridge with a new higher elevation double track drawbridge; and

WHEREAS, The FSP grant was authorized in Sections 22106 and 22307 of the IJJA, Pub. L. No. 117-58 (November 15, 2021); 49 U.S.C. 24911. Funding under the FY24–25 NOFO was made available by the Consolidated Appropriations Act, 2024, Div. F, Tit. I, Pub. L. 118-42 (March 9, 2024) (2024 Appropriation), the Full-Year Continuing Appropriations and Extensions Act, 2025, Div. A, Tit. XIII, Public Law 119-4 (March 15, 2025) (2025 Appropriation), and Title VIII of Division J of the IJJA; and

WHEREAS, the USDOT FSP grant, estimated at \$79,250,000, will be vital to establish a funding structure to support the implementation of the project, which has significant transportation and economic impacts for the City of Stuart and the State of Florida; and

WHEREAS, Florida Inland Navigation District is able to partner with the City of Stuart in applying for a USDOT FSP grant program to support the development and implementation of the St. Lucie River Railroad Bridge Replacement Project.

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

SECTION 1: The foregoing precatory language is adopted as if set forth below.

SECTION 2: The City Commission of the City of Stuart encourages and supports the award of a FSP grant which is to be used for the design and implementation of a plan to replace the current 1933 single track railroad drawbridge with a new higher elevation double track drawbridge which will provide better access for boaters, and the Board of Commissioners of the Florida Inland Navigation District have expressed their support by unanimous adoption of their own agenda item, Resolution 2025-04.

SECTION 3: The City of Stuart is authorized to be the co-applicant, together with the Florida Inland Navigation District (FIND), for the USDOT FSP grant as described herein.

SECTION 4: This Resolution shall be effective immediately upon adoption.

RESOLUTION 110-2025
FSP Grant to Replace the St Lucie River Railroad Bridge

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

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, VICE-MAYOR
EULA R. CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2025.

ATTEST:

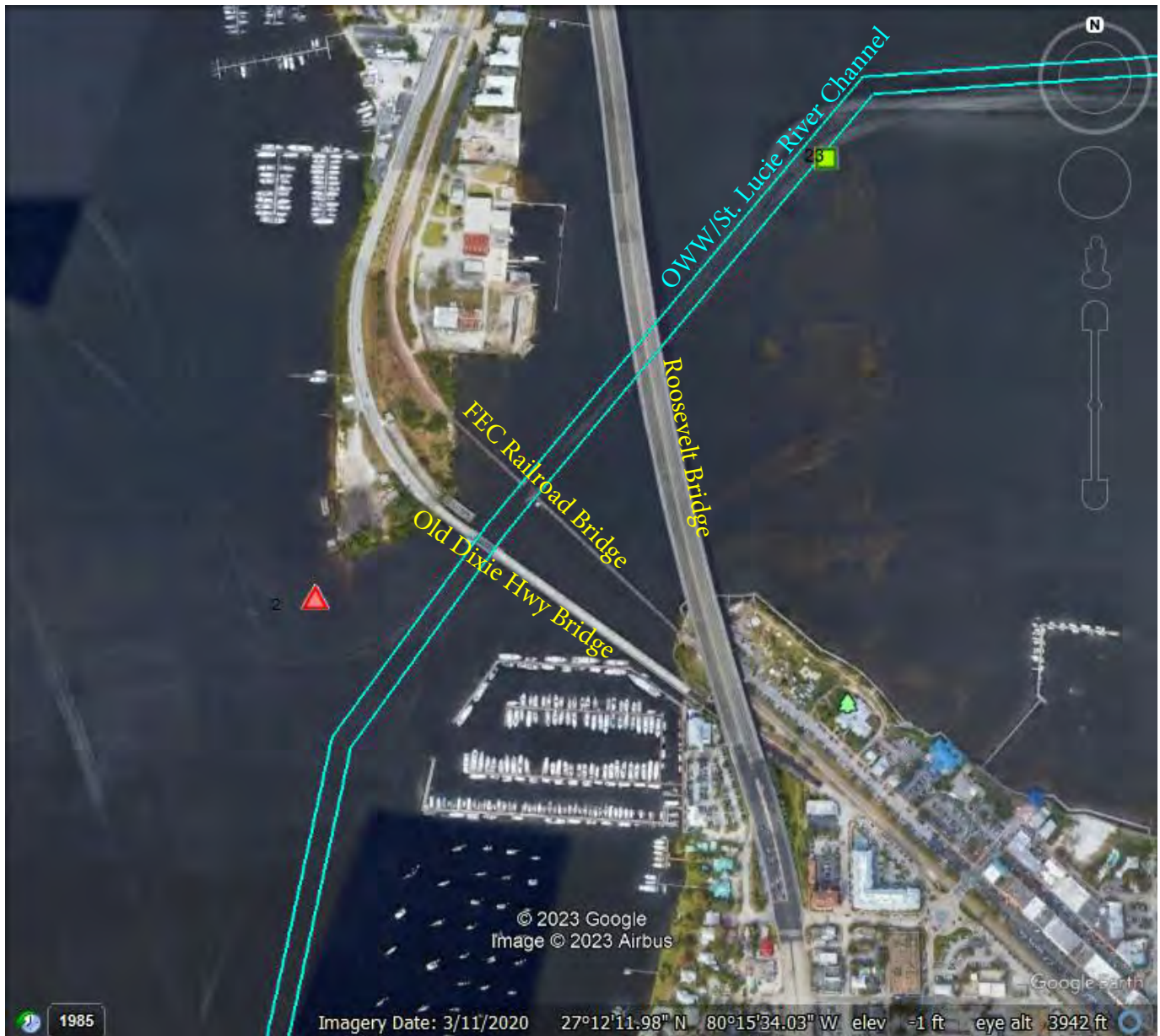
MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

OWW/St. Lucie Bridges, Stuart, Martin County, FL



The Project will leverage public and private investment to improve marine navigation, increase railroad capacity, create a state of good repair and improve resilience of the St. Lucie River Railroad Bridge Crossing, creating long-term economic benefits for Florida.

Total Project Cost: \$262,000,000

Funding Structure: [USDOT-MPDG Grant Award](#) - \$130,500,000 (50% share) – Applicant: City of Stuart (lead as local governmental entity) with support from Florida Inland Navigation District (FIND) (as the state governmental entity)

[FDOT-SIS Grant](#) - \$26,000,000 (10% share) – FDOT Funding

[Private Funds \(Non Federal\)](#) – Private: Brightline/FECR – \$26,000,000 (10% share)

[USDOT-FSP Grant Request](#) – \$79,250,000 (30% share) – Applicant: Either City of Stuart or FIND (to be confirmed in November 2025)

Plus in-kind match from the City of Stuart for land - \$250,000

Anticipated Schedule: 66 Months from Commencement of Preliminary Design to Final Completion

Overview

The Florida East Coast Railway (FECR), a freight railroad, operates on a 351-mile corridor linking Miami to Jacksonville. FECR shares the 195-mile segment from Miami to Cocoa with Brightline Trains Florida LLC (Brightline), an intercity passenger rail service. The 100-year-old St. Lucie River Railroad Bridge is the only remaining single-track segment on the Miami to Cocoa segment, thereby limiting future rail capacity. In addition to the limited capacity across the single-tracked bridge, the existing horizontal and vertical navigation clearances of the bridge represent a limitation to mariners using the waterway. In the closed (down) position, vertical clearance is only 6 ft-6 in from Mean High Water, allowing only ~22% of existing vessels to pass under the bridge while down. Further, with a horizontal clearance of just 50 ft, the existing bridge fender system is subjected to frequent allisions by passing vessels, representing a risk to both mariners and the railroad. The St. Lucie River Railroad Bridge Replacement Project will increase the capacity and decrease vessel wait times for regional marine industry movements and freight/passenger rail operations, with significant transportation and economic impacts for Florida. This rail corridor provides an alternative transportation option to the highway network, principally I-95.



Illustration of Proposed Navigational Clearances

Project Scope

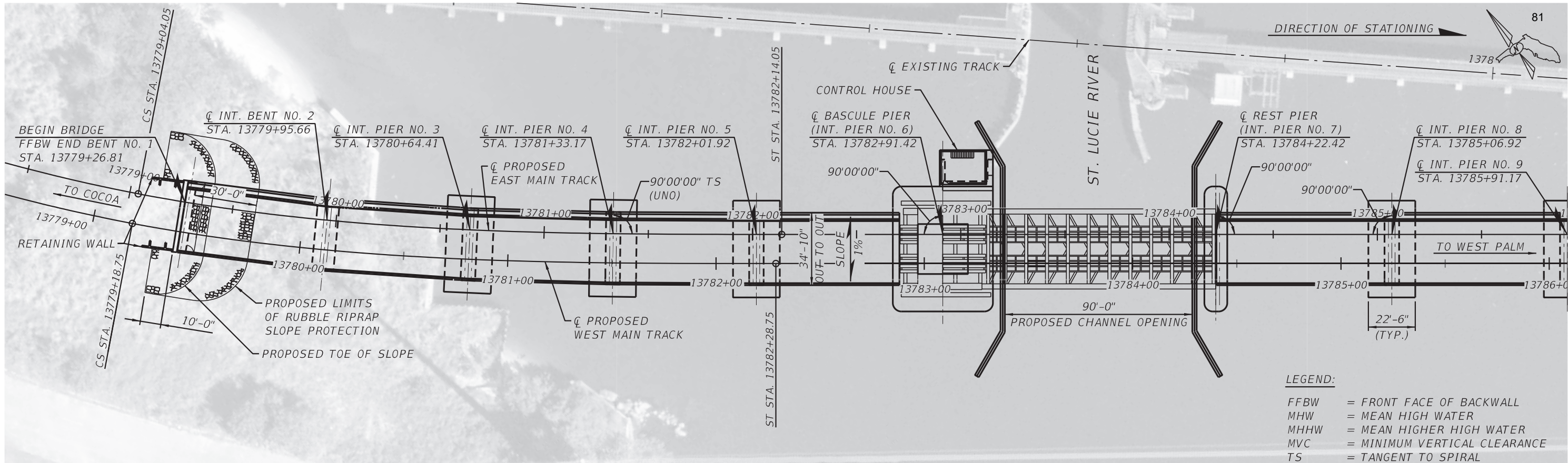
The proposed Project would:

- Double-track the bridge, allowing for increased rail capacity and improved fluidity for rail service.
- Widen the horizontal channel from 50 ft to 90 ft, equal to the adjacent US-1 Roosevelt Bridge, enabling two-way marine traffic. This will significantly improve throughput in the channel and reduce frequent allisions with the existing bridge's fendering system.
- Increase the vertical clearance of the bridge from 6 ft-6 in to approximately 17 ft-9 in, which based on previous data would allow approximately 92% of the marine vessels to pass when the drawbridge is in the closed (down) position (currently, only about 22% of marine vehicles can pass).
- Create a state of good repair and improve resilience of the St. Lucie River Railroad Bridge crossing.

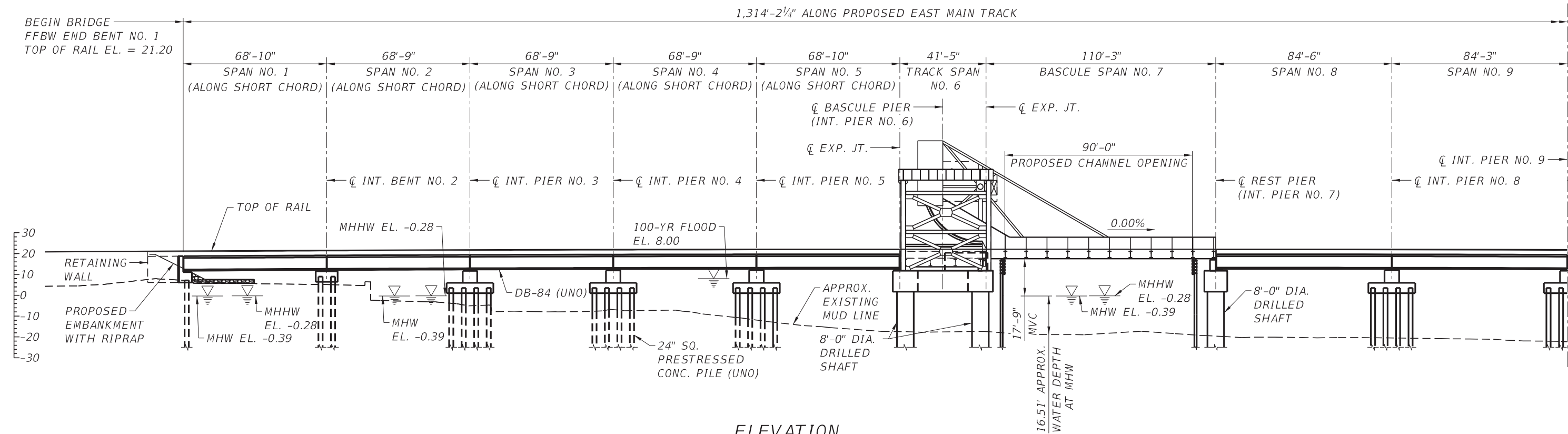
Project Schedule

SLRR Bridge Replacement Program Schedule Summary																												
	2026				2027				2028				2029				2030				2031				2032			
Quarter	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Grant Application	★																											
Award/Agreement																												
NEPA																												
Permitting																												
Preliminary Design																												
Final Design																												
FPL T-Line Relocation																												
Construction																												
Demolition																												★

Anticipated Project Schedule

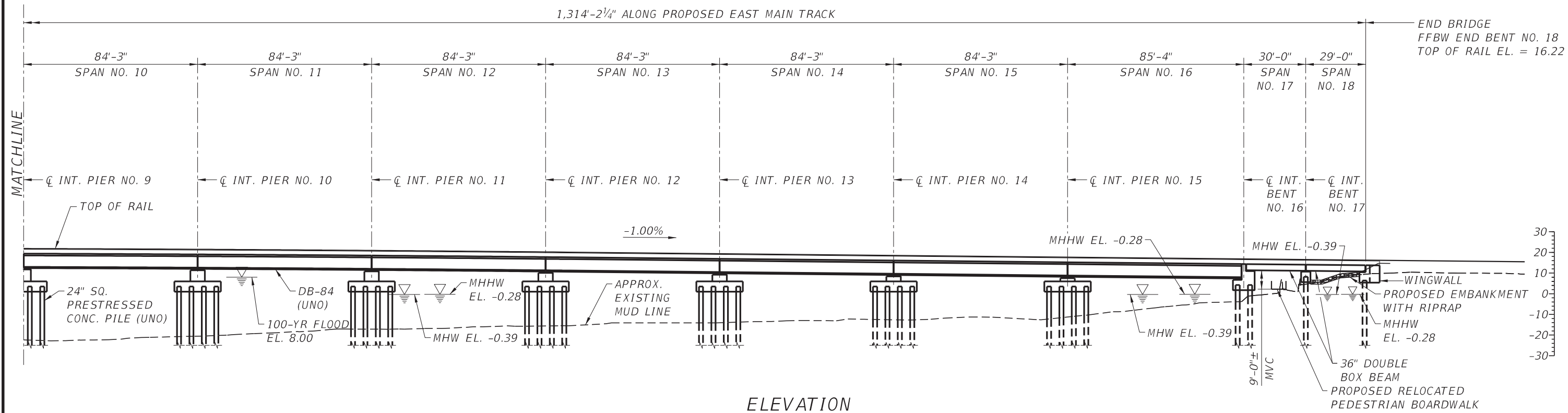
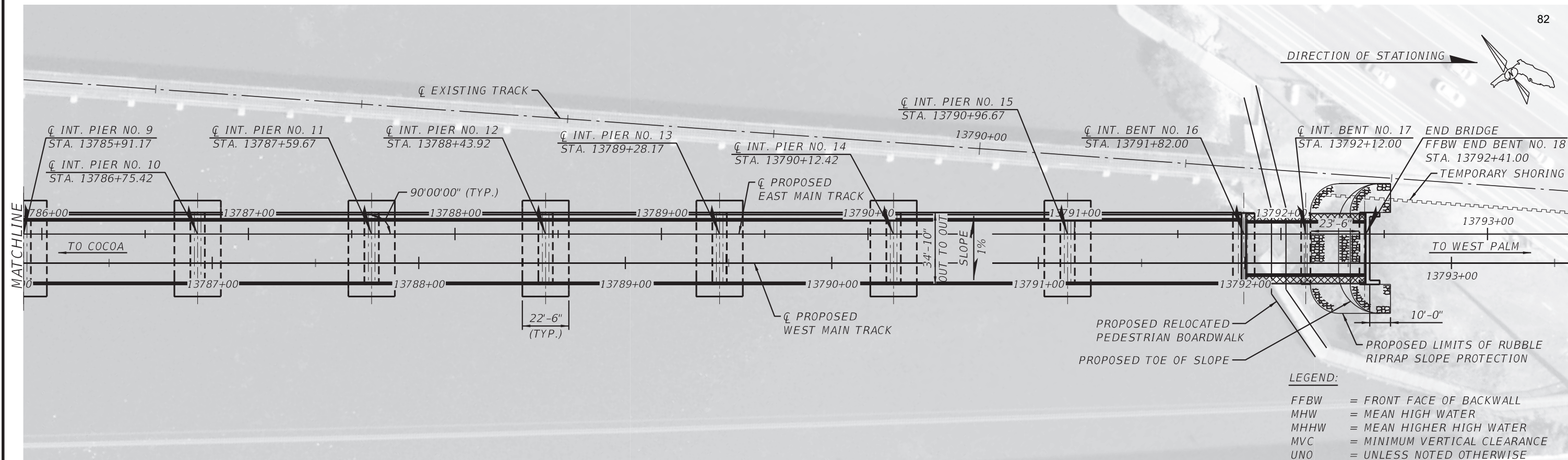


PLAN



ELEVATION

REVISIONS				HNTB				PLAN AND ELEVATION (1 of 2)			SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	ENGINEER OF RECORD/ FL. REGISTRATION NO.	DRAWN BY:	PROJECT NAME	CONTRACT NO.	COUNTY	
		15% SUBMITTAL NOT FOR CONSTRUCTION				Kyle W. Ervin PE: # 81679	RWR KWE DESIGNED BY: XXX CHECKED BY: XXX	BRIGHTLINE SLR REPLACEMENT	58875	MARTIN	SLR-1
rrising				22-FEB-2024 08:52 pw://pw-int.hntb.org:PWSEDiv/Documents/Lake Mary Projects/58875 Brightline/PW11 St Lucie Bridge/Techprod/struct/Cadd/Approach_Plan_Elev_Sheets.dgn				ST. LUCIE RIVER BRIDGE REPLACEMENT			



REVISIONS				HNTB			DRAWN BY:			PLAN AND ELEVATION (2 of 2)			SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		RWR	CHECKED BY:	KWE	PROJECT NAME	CONTRACT NO.	COUNTY	
		15% SUBMITTAL NOT FOR CONSTRUCTION				ENGINEER OF RECORD/ FL. REGISTRATION NO.	DESIGNED BY:	XXX	XXX	BRIGHTLINE SLR REPLACEMENT	58875	MARTIN	SLR-2
						Kyle W. Ervin PE: # 81679	CHECKED BY:	XXX	XXX				Page 234 of 264



U.S Department of Transportation
Office of Public Affairs
1200 New Jersey Avenue, SE
Washington, DC 20590
www.transportation.gov/briefingroom

News

FRA 06-25
September 22, 2025
Contact: FRA Public Affairs
Tel.: (202) 493-6024
FRAPA@DOT.gov

The Trump Dividend: Transportation Secretary Sean P. Duffy Announces Over \$5 Billion to get America Building Safer, More Reliable Railroads

New National Railroad Partnership Program utilizes over \$2 billion in repurposed funding for California High Speed Rail Boondoggle

WASHINGTON, D.C. – U.S. Transportation Secretary Sean P. Duffy today announced that the Federal Railroad Administration (FRA) issued a Notice of Funding Opportunity (NOFO) for the National Railroad Partnership Program. The new NOFO allocates more than \$5 billion in funding for projects that enhance safety on intercity passenger rail networks. This includes improvements to grade crossings, which [result](#) in more than 2,000 incidents and 200 fatalities each year.

The NOFO includes approximately \$2.4 billion the FRA de-obligated from the California High-Speed Rail boondoggle, which will now be reinvested into successful projects, critical infrastructure upgrades, and rail safety. This is the first of many Trump Infrastructure Dividends whereby recomputed federal dollars will be redirected from wasteful boondoggles to real infrastructure projects that benefit the American people.

*“Under President Trump’s leadership, America is building again,” said **U.S. Transportation Secretary Sean P. Duffy**. “Our new National Railroad Partnership Program will emphasize safety – our number one priority – without the radical Biden-Buttigieg DEI and green grant requirements. Instead of wasting dollars on Governor Newsom’s high-speed rail boondoggle, these targeted investments will improve the lives of rail passengers, local drivers, and pedestrians.”*

*“The funding will help advance FRA’s top priority of making railroads safer,” said **FRA Acting Administrator Drew Feeley**. “These funds will significantly enhance and strengthen grade crossing safety, along with other eligible uses related to passenger rail capacity and reliability.”*

The FRA is reissuing the NOFO for fiscal year (FY) 2024 and adding funding for the FY 2025 National Railroad Partnership Program. The FY 2024 NOFO was originally published last September as the

Federal-State Partnership for Intercity Passenger Rail Grant Program, and the reissued NOFO includes several important changes, including:

- The repeal of unlawful diversity, equity, and inclusion requirements as part of the Trump Administration’s push to end illegal discrimination and restore merit-based opportunity.
- Emphasizing grade crossing safety projects within the program, which is a major shift from the Biden-Harris Administration’s wasteful spending to benefit only a sliver of the population.
- Supporting projects that align with the Administration’s focus on the American family and ensuring a more seamless travel experience, such as adding mothers’ rooms, expanding waiting areas, adding new family restrooms, creating children’s play areas, and other projects improving overall travel for families in U.S. intercity passenger rail stations.

Additional Information:

A safe National rail network is a critical component of the U.S. transportation system and economy. The National Railroad Partnership Program provides a federal funding opportunity to improve American passenger rail assets by funding projects that enhance safety, including grade crossing safety, or that reduce the state-of-good-repair backlog or otherwise improve performance.

Eligible National Railroad Partnership Program applicants include:

- a State,
- a group of States,
- an Interstate Compact,
- a public agency or publicly chartered authority established by one or more States,
- a political subdivision of a State,
- Amtrak, acting on its own behalf or under a cooperative agreement with one or more States,
- a Federally recognized Indian Tribe, and
- any combination of the entities described above.

The NOFO is available on FRA’s website [here](#) and on www.Grants.gov. Applications are due no later than 11:59 p.m. ET, Wednesday, January 7, 2026, and FRA will provide technical assistance to potential applicants prior to the deadline. More information about the National Railroad Partnership Program can be found on FRA’s website [here](#).

###

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 12/8/2025

Prepared by: Lee Baggett

Title of Item:

AIHC COMPENSATION FOR INTERIM CITY MANAGER (RC):

RESOLUTION No. 111-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AN INCREASE IN COMPENSATION FOR THE INTERIM CITY MANAGER WHILE ACTING IN A HIGHER CAPACITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

On October 27, 2025, the City Commission appointed Louis J. Boglioli, III, Director of the Finance Department, as the Interim City Manager. The Interim City Manager will continue performing his regular duties as the Director of the Finance Department in addition to taking on the duties of the City Manager until such time as the City Manager position is filled.

Section 19 of the City's Employee Handbook provides for additional compensation in the amount of 5% for employees acting at a higher capacity in excess of 10 working days. However, it has been the City's practice that when an employee is designated as an interim in excess of 30 days and is responsible for the job duties of both positions that (s)he is entitled to up to 10% additional compensation.

Funding Source:

N/A

Recommended Action:

Move to approve Resolution No. 111-2025.

ATTACHMENTS:

1. R111-2025 AIHC For Interim City Mgr
2. Section 19



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

RESOLUTION NUMBER 111-2025

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF STUART, FLORIDA AUTHORIZING AN
INCREASE IN COMPENSATION FOR THE INTERIM CITY
MANAGER WHILE ACTING IN A HIGHER CAPACITY;
PROVIDING AN EFFECTIVE DATE; AND FOR OTHER
PURPOSES.**

* * * * *

WHEREAS, on October 27, 2025, the City Commission appointed Louis J. Boglioli, III, Director of the Finance Department, as the Interim City Manager; and

WHEREAS, the Interim City Manager will continue performing his regular duties as the Director of the Finance Department in addition to taking on the duties of the City Manager until such time as the City Manager position is filled; and

WHEREAS, the City's practice and Section 19 of the City's Employee Handbook provide for additional compensation for employees acting at a higher capacity in excess of 10 days.

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

SECTION 1: The above referenced recitals are hereby incorporated as if fully set forth herein.

SECTION 2: The City Staff is authorized to increase Mr. Boglioli's base salary by __% during the time that he is the Interim City Manager. In addition, Mr. Boglioli shall be reimbursed for any out-of-pocket expenses for City-related events and/or meetings while serving as the Interim

City Manager. The increase in compensation and reimbursable expenses shall be retroactive back to October 27, 2025.

SECTION 3: This Resolution shall take effect immediately upon adoption.

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

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of December, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

SUBJECT: ACTING IN HIGHER CAPACITY

A regular employee temporarily reassigned for a period exceeding 10 working days to a higher classification level shall be granted a 5% pay increase during the period of reassignment. Salary increases may be granted during the period of reassignment.

When the employee is re-assigned back to their original classification, pay will be adjusted to the original salary and modified with any intervening increases.

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 12/8/2025

Prepared by: Pinal Gandhi-Savdas, Lee Baggett

Title of Item:

DIRECTION OF THE EAST STUART HISTORICAL ADVISORY COMMITTEE

Summary Explanation/Background Information on Agenda Request:

Discuss and deliberate the future of the East Stuart Historical Advisory Committee.

In Resolution No. 11-2023, the City Commission acknowledged the Committee's contribution to evaluating and making recommendations related to Art in Public Places and art components into the Martin Luther King, Jr. Boulevard streetscape improvements and Guy Davis Community Improvement projects. As a result, the City Commission transitioned the committee from a temporary board into a permanent advisory board.

Under Section 2-120 of the Code of Ordinances, the current job duties and responsibilities of the board is to provide recommendations to the CRA Director which celebrate and commemorate the history of the East Stuart Community. Under Section 2-121, the board shall hold its meetings on a quarterly basis unless there is no matter to be considered. The board has not met in 2025 because there have been no matters to be considered.

Funding Source:

N/A

Recommended Action:

Direct staff to prepare and present a Resolution reflecting the Commission's direction.

ATTACHMENTS:

1. Resolution 11-2023
2. ARTICLE_III.___BOARDS__COMMITTEES_AND_COMMISSIONS



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

RESOLUTION NUMBER 11-2023

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA, RATIFYING
AND REINSTATING THE EAST STUART
HISTORICAL ADVISORY COMMITTEE;
MAKING FINDINGS OF NECESSITY;
APPROVING BY-LAWS; PROVIDING FOR
CONFLICTS; SEVERABILITY AND AN
EFFECTIVE DATE**

* * *

WHEREAS, the City Commission has the inherent authority to create an advisory board to provide assistance to the Community Redevelopment Agency (CRA); and

WHEREAS, the East Stuart Historical Advisory Subcommittee was originally created by the CRA for the purpose of making recommendations related to the history and culture of the historic East Stuart Community located within the boundaries of the City of Stuart's Community Redevelopment Area; and

WHEREAS, the East Stuart Historical Advisory Subcommittee provided valuable insight regarding the founding residents and their contributions to the East Stuart area; and

WHEREAS, the East Stuart Historical Advisory Subcommittee fulfilled its intended purpose by dedicating the time necessary to evaluate and make recommendations relating to Art in Public Places; as well as insights pertaining to the history of the East Stuart community, as well as

recommendations for the integration of design components into the Martin Luther King, Jr. streetscape improvements and Guy Davis Community Park Improvement projects; and

WHEREAS, the City Commission finds that the creation and continuation of an East Stuart Historical Advisory Board provides public benefit to the community; and

WHEREAS, the City Commission now intends to ratify and create an East Stuart Historic Advisory Board.

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

SECTION 1: The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2: The City Commission hereby establishes the East Stuart Historic Advisory Board consisting of a Chairperson, Vice Chairperson and five additional board members. The Advisory Board shall provide recommendations to the Community Redevelopment Agency on matters relating to the preservation of the history and character of the East Stuart Community.

SECTION 3: The East Stuart Historical Advisory Committee shall serve as a subcommittee to the Community Redevelopment Agency. The duties and responsibilities of the East Stuart Historical Advisory Committee shall be more fully described in the By-Laws attached to this Resolution as **Exhibit A**. The Community Redevelopment Director shall serve as direct liaison to the Board and shall schedule the four quarterly meetings each year.

SECTION 4: The East Stuart Historical Advisory Committee shall consist of seven (7) members. All members shall have been continuous residents or property owners within the City for not less than six (6) months prior to their appointment on the committee. The appointment shall be as follows: each City Commissioner shall appoint one (1) member of the committee. Each CRB member that is serving on the CRA shall appoint one (1) member.

SECTION 5: The authority of the East Stuart Historical Advisory Committee shall be to provide advisory recommendations to the Community Redevelopment Agency as needed. The Committee shall present a written report detailing how it has discharged its duties to the CRA.

SECTION 6: This Resolution shall take effect upon its adoption.

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

TROY MCDONALD, MAYOR
BECKY BRUNER, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

ADOPTED this 13th day of February, 2023.

ATTEST:


MARY R. KINDEL
CITY CLERK


TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY



EXHIBIT "A"

EAST STUART HISTORICAL ADVISORY COMMITTEE
CITY OF STUART, FLORIDA

Bylaws

ARTICLE I **NAME**

The name of this Board shall be the "East Stuart Historical Advisory Committee" hereinafter the "Board."

ARTICLE II **MEMBERS**

Section 1: The membership of the Board shall consist of seven members. Members shall have been residents of the City of Stuart for at least six months prior to appointment.

Section 2: Members shall notify the Secretary or Chairperson if they cannot attend a meeting. If a member misses three consecutive meetings the member shall be deemed to have resigned.

Section 3. The term for each member shall be 1 year. The term shall begin in January upon being appointed by the CRA at its first meeting of the Calendar year and shall expire at the end of December of the same year.

ARTICLE III **OFFICERS AND THEIR DUTIES**

Section 1: The officers shall be a Chairperson and Vice Chairperson. The City Clerk or designee shall serve as Secretary and shall create and publish the agenda; record and keep minutes of Board meetings and otherwise provide the necessary staff support for the board members. The City Attorney shall be authorized to provide legal advice to the Committee when necessary.

Section 2: The Chairperson shall preside at all meetings of the Board and shall have the duties normally conferred by Parliamentary rules upon such officers. The Chairperson shall have the privilege of discussing all matters before the Board and shall have the same voting rights as all other Board members.

Section 3: The Vice Chairperson shall act in the absence or disability of the Chairperson.

ARTICLE IV ELECTION OF OFFICERS

- Section 1: The election of officers shall be made of Board members at the first meeting of each Calendar year.
- Section 2: The Board members receiving a majority vote shall be declared elected.
- Section 3: Vacancies. In the event of a vacancy, the position shall be re-appointed and ratified by the CRA.

ARTICLE V MEETINGS

- Section 1: It is the intention for the Committee to hold four (4) quarterly meetings during which it will generate recommendations related to art in public places; concepts to celebrate and commemorate the History of the East Stuart community.
- Section 2: The meetings shall be held at such time and location as the CRA Director deems appropriate based upon the board agenda as well as the schedules of the current membership of the Board. The Director shall attempt to provide a time and schedule for the four meetings for each year as early as possible for the convenience of the public and members of the board.
- Section 3: Notice of meetings shall be given by the Secretary to all Board members at least 24 hours in advance of the meeting.
- Section 4: A quorum of the Board shall consist of three members, and affirmative vote of a majority of those present shall be necessary to pass any motion or adopt any order. Three members is only needed for quorum and should not be interpreted to mean that only three votes are necessary to pass a matter if all seven members of the board are present.
- Section 5: All scheduled and special meetings shall be open to public. The Secretary shall keep minutes of all meetings of the Board.
- Section 6: Except as provided herein, parliamentary procedure in Board meetings shall be governed by the latest edition of Robert's Rules of Order and by these By-laws.

ARTICLE VI ORDER OF BUSINESS

1. Roll Call.
2. Comments from Board Members
3. Adoption of Minutes of previous meetings.
4. New business.
5. Adjournment.

The order of business may be suspended by a vote of those members present.

ARTICLE VII MISCELLANEOUS

- Section 1. All members of the Board shall take the Oath of Office at the beginning of their term.
- Section 2. All members understand that this Board is a volunteer position serving at the will of the appointment and subject termination or non-renewal.
- Section3. The members of the Board shall be subject to Sunshine and further understand that the entire board is limited to an advisory recommendation which may or may not be adopted by the CRA or City Commission at some time in the Future.

DIVISION 1. GENERALLY

Sec. 2-82. Standing boards; applicability of regulations.

- (a) The standing boards which are established by the city commission include the local planning agency (hereinafter "LPA"), community redevelopment board (hereinafter "CRB"), and East Stuart Historical Advisory Committee (hereinafter "ESHAC"). The Stuart Community Redevelopment Agency (hereinafter "CRA") and the Stuart Housing Authority (hereinafter "SHA") are standing boards which have been created by the city commission and exist pursuant to Florida law.
- (b) The regulations set forth in this article shall apply to all standing boards unless superseded by applicable ordinance or statute. Additional regulations set forth herein may apply to a particular board.

(Ord. No. 2450-2020, § 1(Att. A), 9-28-2020; Ord. No. 2525-2024, § 3(Exh. B), 3-25-2024; Ord. No. 2540-2025, § 2(Exh. A), 3-24-2025)

Sec. 2-83. Location of board meetings; clerical and legal support; compensation of members.

- (a) Board meetings shall be held in the city commission's chambers at city hall, except for the SHA which should be set in accordance with Florida's Housing Authorities Law, F.S. § 421.01 et seq.
- (b) The city manager shall provide the clerical support necessary to enable each board to perform its duties and responsibilities. The secretary shall attend all board meetings, record the proceedings, and prepare minutes of meetings promptly thereafter. The secretary shall maintain all records of the board as public records of the city. This section does not apply to the SHA.
- (c) The legal advisor to the standing boards shall be the city attorney, or his/her designee. The city attorney shall attend board meetings when necessary or as requested by the board. Any designee of the city attorney shall also be an attorney licensed to practice law in the State of Florida.
- (d) Board members shall serve without compensation.
- (e) The city clerk or his/her designee shall provide proper notice of meetings to the public and to the board members in compliance with state law.

(Ord. No. 2450-2020, § 1(Att. A), 9-28-2020; Ord. No. 2525-2024, § 3(Exh. B), 3-25-2024)

Editor's note(s)—Ord. No. 2525-2024, § 3(Exh. B), adopted March 25, 2024, amended the title of § 2-83 to read as herein set out. The former § 2-83 title pertained to location of board meetings; clerical and legal support; compensation of members; expenses.

Sec. 2-84. Minimum membership requirements.

- (a) *Qualifications; membership on more than one standing board prohibited.* To be qualified for appointment, a prospective appointee shall be over 18 years of age, have maintained permanent residency within the City of Stuart for at least 12 consecutive months immediately preceding the appointment, or be property owners of real estate within the geographic limits of the City of Stuart for at least 12 consecutive months immediately

preceding the appointment. No elected official, other than sitting city commissioners on the CRA, may serve on any of the standing boards.

- (b) *Members to maintain qualifications throughout terms.* A board member shall maintain all applicable appointment qualifications during the term of membership.

(Ord. No. 2450-2020, § 1(Att. A), 9-28-2020; Ord. No. 2525-2024, § 3(Exh. B), 3-25-2024)

Editor's note(s)—Ord. No. 2525-2024, § 3(Exh. B), adopted March 25, 2024, amended the title of § 2-84 to read as herein set out. The former § 2-84 title pertained to members.

Sec. 2-85. Appointment; orientation.

- (a) With the exception of the city commissioners on the CRA, board members shall be appointed to fill specific one-year terms. The city commission shall ratify the members of each board during its annual reorganization meeting. The term shall begin at the first annual meeting of the board and shall expire at the end of December in the same year. Upon appointment by the city commission, the city clerk shall notify the appointee.
- (b) The city clerk shall also provide to the appointee information regarding the then current provisions of the Florida Government-in-the-Sunshine and the Code of Ethics for Public Officers and Employees statutory laws. The city attorney shall be available to appointees in order to explain and/or answer questions for such laws.
- (c) The secretary of the board to which an appointment has been made shall provide to an appointee such information as is appropriate to adequately advise the member of the duties and responsibilities of board membership.

(Ord. No. 2450-2020, § 1(Att. A), 9-28-2020; Ord. No. 2525-2024, § 3(Exh. B), 3-25-2024)

Editor's note(s)—Ord. No. 2525-2024, § 3(Exh. B), adopted March 25, 2024, amended the title of § 2-85 to read as herein set out. The former § 2-85 title pertained to certificate of appointment; orientation.

Sec. 2-86. Rules of procedure; voting; attendance; decorum.

- (a) Board members shall faithfully attend and participate at meetings of the board. Any member who fails to attend three successive board meetings shall be deemed to have resigned from the board and a vacancy shall be deemed to exist.
- (b) All meetings shall be conducted informally. If a dispute arises regarding the proper procedure to be followed, Robert's Rules of Order shall take precedence. The chair of each respective board shall be the arbiter of the application of Robert's Rules of Order.
- (c) Voting shall be by voice and shall be recorded by individual "aye," "yes," "nay," or "no."
- (d) Board members shall conduct themselves in accordance with the provisions of F.S. ch. 112 regarding ethics for public officials. Board meetings shall be held in accordance with the requirements of F.S. § 286.011 (i.e., Government-in-the-Sunshine). All board records shall be maintained in accordance with F.S. ch. 119 (Public Records Law).
- (e) Each member present must cast a vote on each question before the board. Any member who has a personal interest in a matter should abstain from participating as a member of the board in that matter. A member who abstains in any matter in which the member has a personal interest must file a memorandum of voting conflict with the secretary of the board within 15 days after such vote.

-
- (f) Each board shall follow the order of business as set forth in the agenda prepared by the secretary for each meeting. The order of business may be suspended by a majority of members present.
 - (g) No member of any board shall represent a client(s) before such board in any matter that will be considered by that board. This prohibition does not preclude board members from representing a client(s) before any other board in the City of Stuart.
 - (h) The chair or presiding officer shall be responsible for maintaining the order and decorum of meetings. It shall be the duty and responsibility of the chair or presiding officer to ensure that the rules of operation and decorum contained herein are observed. The chair or presiding officer shall maintain control of communication between the board members with each other, and with city staff and the public.
 - (i) All members of the boards shall accord the utmost courtesy to each other, to city employees, and to public members appearing before the board and shall refrain at all times from interruptions, rudeness, derogatory remarks, reflections as to integrity, and abusive comments. Board members shall confine their remarks to the issues before their respective board.
 - (j) All members of the boards should request the floor from the presiding officer before speaking. When one member of the board has the floor and is speaking, other board members shall not interrupt or otherwise disturb the speaker.
 - (k) In all quasi-judicial hearings, the rules set forth in chapter 11, City of Stuart Land Development Code shall apply.

(Ord. No. 2450-2020, § 1(Att. A), 9-28-2020; Ord. No. 2525-2024, § 3(Exh. B), 3-25-2024)

Editor's note(s)—Ord. No. 2525-2024, § 3(Exh. B), adopted March 25, 2024, amended the title of § 2-86 to read as herein set out. The former § 2-86 title pertained to rules of procedure; quorum; voting; attendance.

Sec. 2-87. Removal of board members without cause; vacancies.

- (a) Members on standing city boards shall serve at the pleasure of their respective appointing city commissioner. A board member may be removed from membership by the city commissioner without cause and without notice and hearing.
- (b) A vacancy shall be deemed to exist upon the resignation, death, or removal of a member. Vacancies, however created, shall be promptly reported to the city manager by the board secretary. Vacancies shall be filled by the city commission in the same manner as original appointments as soon as is practicable.

(Ord. No. 2450-2020, § 1(Att. A), 9-28-2020; Ord. No. 2525-2024, § 3(Exh. B), 3-25-2024)

Editor's note(s)—Ord. No. 2525-2024, § 3(Exh. B), adopted March 25, 2024, amended the title of § 2-87 to read as herein set out. The former § 2-87 title pertained to removal of board members without cause; vacancies; holding over.

Secs. 2-88—2-95. Reserved.

DIVISION 7. EAST STUART HISTORICAL ADVISORY COMMITTEE

Sec. 2-118. General.

- (a) The East Stuart Historical Advisory Committee ("ESHAC") shall be an advisory board to the city commission and to the city administration in performing the duties and responsibilities described herein.

(b) All sections of division 1, generally, hereinabove are hereby incorporated as if set forth herein this division.
(Ord. No. 2525-2024, § 3(Exh. B), 3-25-2024)

Sec. 2-119. Membership; officers and staff.

- (a) The ESHAC shall consist of seven members. Each city commissioner shall appoint a single member to the ESHAC. The two remaining members shall be selected by the majority of the city commission.
- (b) Nomination and election of officers shall occur at the annual organizations meeting of the ESHAC. The organizational meeting shall occur after the annual reorganization meeting of the city commission.
- (c) Regular officers of the ESHAC shall be a chair and a vice-chair who shall be appointed by the ESHAC at its annual reorganization meeting.
- (d) The chair shall preside at all meetings of the ESHAC and shall execute instruments in the name of the ESHAC as may be required. The vice-chair shall preside at any meeting wherein the absence, disqualification, resignation or death or disability of the chair or at the chair's direction.
- (e) Upon a vacancy in the office of chair and/or vice-chair, the ESHAC members shall select one of them to fill the position at the next scheduled meeting following the creation of the vacancy.
- (f) The city's CRA director shall serve as the senior staff person and liaison to the ESHAC.
- (g) The city clerk, or his/her designee, shall act as a secretary of the ESHAC and as such shall prepare ESHAC agendas, be the custodian of all books and records of the ESHAC, keep the minutes and a recording of all votes of the ESHAC's meetings, and send out all notices of meetings and shall perform such other duties as may be requested by the ESHAC.

(Ord. No. 2525-2024, § 3(Exh. B), 3-25-2024)

Sec. 2-120. Duties and responsibilities.

The ESHAC shall provide recommendations to the CRA director which celebrate and commemorate the history of the East Stuart community.

(Ord. No. 2525-2024, § 3(Exh. B), 3-25-2024)

Sec. 2-121. Meetings; conduct of business.

- (a) Regular meetings shall be held on a quarterly basis. No meeting will be convened in the event that there is no matter to be considered by the ESHAC.
- (b) Special meetings may be held at the discretion of the ESHAC as necessary.
- (c) A quorum of the ESHAC shall be three members and an affirmative vote of a majority of those present shall be necessary to pass any motion or adopt any order. Three members is only needed for a quorum and should not be interpreted to mean that only three votes are necessary to pass a matter if all seven members of the ESHAC are present. If any meeting cannot be conducted because a quorum is not present, the members who are present may receive information only, and take no action other than to adjourn the meeting to a time certain and notice of such adjourned meeting shall be given to each member.

(Ord. No. 2525-2024, § 3(Exh. B), 3-25-2024)

Secs. 2-122—2-138. Reserved.

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission**

Meeting Date: 12/8/2025

Prepared by: Louis Boglioli

Title of Item:

COMMISSION ACTION TO APPROVE A RECRUITMENT PROCESS FOR THE EMPLOYMENT OF A CITY MANAGER; ESTABLISHING TARGET DATES; AN INTERVIEW METHODOLOGY; AND A SALARY RANGE

Summary Explanation/Background Information on Agenda Request:

With the City Commission's final action, there exists a full-time City Manager vacancy. The City Commission has previously discussed certain aspects of the employment process, and it is appropriate to direct the Interim City Manager and staff as to the process and procedures it wishes to follow for the employment of this position.

Funding Source:

City Manager Budget;

Recommended Action:

Adopt a motion directing the Interim City Manager and staff of the process and procedures to establish a timeline, advertising requirements, establishing a salary range, and receiving applications; including but not limited to creating an application review committee.

ATTACHMENTS:

1. Memo_to ICM_RE - CM_Recruitment_Nov2025
2. City Manager Job Description_FOR EDITING - Nov2025
3. Example Brochure - City Attorney Recruitment July 2023

City of Stuart
Human Resources Department



Memorandum

TO: Louis J Boglioli, Interim City Manager
FROM: Roz Strong, Human Resources Director
SUBJECT: City Manager Recruitment
DATE: November 25, 2025

As requested, the following options are offered for the City Manager recruitment process. A summary and associated timeline appear on page 3.

1. Appoint Interim City Manager (Temporary)

- This type of appointment is common when a recruitment effort is underway. The selected individual may or may not be a candidate for the full-time position. This person provides support by maintaining stability and continuity of operations citywide.
- Ideally, this individual has prior experience in the role, has considerable institutional knowledge, and is willing and able to serve actively in this capacity during the transition. Most often, this is an existing City Department Director.

2. Appoint Interim City Manager (Long-Term Intentions)

- This type of appointment generally follows a structured succession plan, in which an employee has been identified as the successor and has been working in partnership with the City Manager to learn the role for an extended period of time (e.g., Assistant City Manager, Assistant to the City Manager).
- The length of the “interim” designation is at the discretion of the Commission, and it grants both parties the opportunity to determine if the interim appointment is successful.
- Following the interim designation period, and if both parties are in agreement, the appointee enters into negotiations for an Employment Agreement.
- *The City does not have a structured City Manager Succession Plan in place at this time. However, the Commission may seek applications from interested City employees in active status before advertising externally. See below.*

3. Announcement / Posting – Internal Only

- Advertise the vacancy internally for seven (7) calendar days, which aligns with City policy.
- Time period of posting may be extended by the Commission.
- Interested and qualified employees in active employment status may apply.
- Commission will be notified of applicants who meet eligibility criteria.

4. Announcement / Posting - Statewide or Nationwide

- This process can be managed internally by the City's Human Resources Department (*this saves the City \$25K - \$35K, which is a typical fee charged by consulting firms*).
- The Commission may:
 - Direct staff to advertise externally, and I would recommend a 3-week posting period if this option is selected.
 - External and internal-only recruitment may run concurrently. However, if there is a desirable prospect internally, it saves time to wait and have those discussions with the employee(s) first before inviting applications from outside candidates.
- For all recruitment efforts, Human Resources will:
 - Provide market salary data for the Commission's consideration
 - Create Talent Sourcing Brochure (produced in-house; example from recent City Attorney recruitment effort attached)
 - Facilitate Local or Statewide Mailing (extensive mailing lists already exist)
 - Post on NeoGov / GovJobs (the City's primary recruitment engine, which feeds to other engines nationwide)
 - Post with local outlets (e.g., Chamber of Commerce) and other suitable online search engines
 - Post with ICMA and FCCMA
 - Post with Florida League of Cities
 - Post with Treasure Coast City and County Managers Association (TCCCM)
 - Post with Florida Public Employer Labor Relations Association (FPELRA)
 - Post with Florida Public Human Resources Association (FPHRA)
 - Email Brochure to Local Government Human Resources Director using statewide database
- Human Resources receives candidate credentials and organizes for Commission-appointed Committee review. *Summary of process and accompanying timeline appears on page 3 of this Memo.*

5. Additional Options

- DISC Assessment – can be administered and interpreted by the City's Human Resources Director to the final candidates.
- Municipal Search Firm – estimate \$25K - \$35K (not recommended)
- Executive Search Firm (may not specialize in municipal recruitment) – estimate \$25K - \$35K (not recommended)

The process of sourcing a new City Manager need not be a problematic or burdensome endeavor, nor is it recommended that it be done in haste. Careful consideration should be given to the candidates' proven ability to lead and inspire the diversified teams (300+ employees) that carry out the City's mission and vision. Taking the time to pause, reflect, and analyze all options is recommended. Senior staff is ready, willing, and able to support the effort, as well as the decisions made by the Commission.

Please advise if you have any questions or recommendations.

City Manager Recruitment Timeline – 2025/2026

1. December 8, 2025 Commission provides direction
2. January 5 – 23, 2026 Advertise vacancy (3 weeks)
3. January 26 Prepare Summary of Candidates
4. January 28 * Summary of candidates and credentials sent or delivered to Committee Members (*Commission identifies Committee Members; Members assist in creating a short list for Commission review; the HR Director and Paralegal (or City Attorney) are committee participants*)
5. February 6 Committee members meet to advise HR Director of ranking – generally, the top four (4) candidates, with remainder listed as second options; the HR Director schedules interviews with selected candidates with assistance from the City Clerk
6. February 16 – 20 [Committee interviews short-listed candidates](#) – this step is an option. *The Commission may forego this in favor of immediately interviewing the short-listed candidates themselves as shown in #8 below.*
 - i. Number of short-listed candidates determines # days needed to facilitate interviews
 - ii. In-person, with some Zoom possible
 - iii. Results compiled for Commissioners
7. February 23 Commission discusses finalists and determines which candidates will be Interviewed by the Commissioners
8. March 2 – 6 [Commissioners interviews finalists](#)
 - i. Number of short-listed candidates determines # days needed to facilitate interviews
 - ii. In-person, with some Zoom possible
9. March 9 Commission votes
10. March 10 – March 22 City Attorney negotiates employment agreement with selected candidate
11. March 23 Negotiated employment agreement comes before the Commission for approval

**Dates from this point forward can flex a few days or, one week, if necessary, with little disruption.*

**CITY OF STUART
JOB DESCRIPTION**

Title: CITY MANAGER
Department: City Manager
Job Code: 1020
FLSA Status Exempt

CHARACTERISTICS OF THE CLASS

Under general direction of the City Commission incumbent directs and coordinates all phases of the general municipal government. Work involves the supervision of activities related to the City in accordance with the policies determined by the City Commission, City Charter and applicable laws and ordinances. Performs duties with broad latitude in decision-making and is self-directed. Work is reviewed through conferences, reports, observations and with periodic evaluations by the City Commissioners, based upon achievement of specific goals and an executive and professional level of performance.

EXAMPLES OF ESSENTIAL FUNCTIONS

1. Directs the overall effort of the City government. Acts as appointing authority for City employees by appointing department heads and staff as provided by the city charter, local ordinances, and policies. Coordinates the efforts of the various departments within the City governmental structure.
2. Administers and supervises through subordinate department heads all functions, including but not limited to, law enforcement, fire rescue, public works, utilities, community redevelopment, financial operations and budgets, community and recreational activities, information technology, human resources, legislative affairs, community development, city clerk, and other related functions.
3. Prepares the annual City balanced budget for submission to the City Commission. Submits recommendations and estimates to the Commission for their discussion and approval concerning the efficient operation of the City government.
4. Keeps the City Commission informed of general City operations and activities.
5. Plans for the future development of urban areas to provide for population growth and expansion of public services.

City Manager - continued

6. Recommends zoning regulation, controlling location and development of residential and commercial areas.
7. Plans and recommends future City programs.
8. Negotiates, or authorizes designees to negotiate, collective bargaining agreements to be approved by the City Commission.
9. Maintains community respect for City operations through good public relations and by keeping residents informed of City progress and policies. Discusses problems and complaints concerning City operations with the taxpayers or refers to appropriate office for action.
10. Oversees the City's media relations and communication activities.
11. Responsible for the overall direction, coordination, supervision, and evaluation of the departments and units under incumbent's direction. Carries out supervisory responsibilities in accordance with the City's policies and applicable law. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems. Maintains office services by organizing office operations and procedures; prepares personnel actions; controls correspondence; reviews and approves supply requisitions.

NOTE: The examples of essential functions as listed in this classification specification are not necessarily all inclusive. There is only one position in this class. The omission of an essential function of work does not preclude the City Commission from assigning duties not listed herein if such functions are a logical assignment to the position.

REQUIREMENTS

A. Training and Experience:

Master's degree (M.A. or M.S.) in Business Administration, Public Administration or a related field from an accredited college or university. Four to ten (4-10) years of experience in a responsible senior administrative or management position in local government. ~~A valid Florida Drivers' (Class E) License is required~~A valid FL Driver's License (Class E) must

be obtained within 30 days of establishing residency in the State if one is not already available.

B. Knowledge, Abilities and Skills:

Knowledge of laws and administrative policies governing municipal activities and of operations of municipal government, and in particular those of cities in Florida.

Ability to delegate authority and responsibility to subordinate department heads and to lead and maintain an effective organization.

Ability to communicate clearly in writing and orally and to appear before groups and the City Commission to present data and programs that enhance the continued efficient operation of the City.

Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents.

Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community.

Ability to write speeches and articles for publication that conform to prescribed style and format.

Ability to effectively present information to top management, public groups, and/or boards of directors.

Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry.

Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Ability to define problems, collect and interpret data, establish facts, and draw valid inferences and conclusions.

Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables, at the same time.

Ability to effectively use a personal computer, tablet, and

mobile phone, including effective keyboard skills, and ability to use dictation software.

To perform this job successfully, an individual should have a working knowledge of Microsoft Office 365 or other office software, including but not limited to Access, Excel, OneNote, Powerpoint, Publisher, Word, Teams, or similar software, including familiarity with Adobe Acrobat., ~~Prezi, and Work Flow~~. It is helpful to have some familiarity with ESRI geographic information system (GIS) products., ~~such as ARCMAP or ARC Soft, and other computer or web-based analytics and metric tools.~~

C. Physical Requirements:

Task involves regular physical effort in standing, sitting, walking, bending, stooping, reaching, pulling, pushing, stretching, and frequent moderate lifting and carrying objects of moderate weight (30+ pounds); and/or the operation of vehicle, and with standard dexterity in the use of fingers, hands, limbs, or body in the operation of office equipment in which skills and eye-hand coordination are important ingredients of safe and/or productive operations. Task may involve extended periods of time at a keyboard.

D. Environmental Requirements:

Task is regularly performed without exposure to adverse environmental conditions.

F. Sensory Requirements:

Task requires color perception and discrimination.
Task requires sound perception and discrimination.
Task requires texture perception and discrimination.
Task requires visual perception and discrimination.
Task requires oral communications ability.



City Attorney

121 SW Flagler Avenue
Stuart, FL 34994
HR@ci.stuart.fl.us



Apply by: Tuesday, August 15, 2023



The City of Stuart - Sailfish Capital of the World

Mission

"Promote the highest quality of life for Stuart residents."

Vision

"Stuart should remain a place where small town character and charm blend harmoniously with its rich history, inclusivity, innovation, sustainability, and a deep respect for tradition. The desire is to be a haven that captures the essence of coastal living while fostering a strong sense of community, where residents and visitors alike can find inspiration and fulfillment while preserving and protecting the St. Lucie River and natural surroundings."



Stuart is located on Florida's east coast, bordered by the St. Lucie River and the Indian River. The climate is pleasant with mild winters and warm summers, and average temperatures ranging from 72 degrees (January) to 87 degrees (August).

Stuart is home to quaint historic neighborhoods in the downtown area, townhomes and condominiums, and its successful revitalization programs have created an attractive and expansive downtown lined with unique shops and celebrated restaurants, many with spectacular views.

Named "America's Happiest Seaside Town," "Most Beautiful City," "One of the South's Best Small Towns," and listed as "One of the Great Places in Florida," Stuart is widely known as the "Sailfish Capital of the World." From its downtown charm and riverfront, to the diverse ecosystem and tropical vistas, Stuart's natural beauty and paradise-like quality are hard to surpass.

Originally named Potsdam and first settled in 1870, the city was initially incorporated as a part of Palm Beach County in 1914. In 1925, Stuart was chartered and is now home to more than 17,000 residents. As the county seat for Martin County, the City covers a land area of approximately 6 square miles and is conveniently situated two (2) hours north of Miami and two (2) hours south of Orlando.

Stuart's city government consists of a five (5) member commission, elected at-large, with day-to-day municipal operations under the direction of the City Manager. As a full-service city, Stuart provides planning and development, police, fire rescue, public works, utilities, financial management and other essential community services.

The Position

Under the general direction of the City Commission, the attorney serves as legal advisor and counsel for the City of Stuart, working with the City Commission, City Manager, department directors, and other staff in their official capacity.

The City Attorney provides legal counsel for prosecution of proceedings and other civil suits, administrative actions, and all other proceedings authorized by the City Commission. The City Attorney also attends all City Commission meetings and provides legal defense counsel in suits and actions brought against the City.



The Candidate

Qualifications & Experience

Juris Doctor (JD) degree from an accredited college of law, and membership in "good standing" with The Florida Bar required, coupled with a minimum of five years progressively responsible experience in municipal law.

Must be Board Certified by The Florida Bar in City, County, and Local Government Law, or able to become certified within two years of appointment, unless excused by the City Commission.

Experience in one or more of the following is important to the proper function of the Office: civil or criminal trials or administrative hearings, environmental and land use, code enforcement, public contracts, public purchasing, public finance, real estate, and employment law.

Possession of a valid Florida Driver's License is required for the position.

Within two (2) years of appointment, the successful candidate will reside within 25 miles of Stuart City Hall, unless otherwise excused by the City Commission.

The Benefits

Salary & Benefits

The successful candidate will receive an annual salary between \$190,000 - \$210,000 (DOQ) along with a cell phone / tablet stipend up to \$115.00 per month. In addition to the benefits listed below, the successful candidate may discuss additional deferred compensation options, a vehicle stipend, and other provisions as part of the negotiation process.

The City offers an attractive benefits package that includes:

- Medical and Dental Insurance (two medical programs and two dental programs are offered to meet your needs) with four tiers of coverage (CIGNA)
- Telehealth services and prescription mail-order program
- A robust Employee Assistance Program (EAP) offering 24/7 assistance and support
- An Employee Health Center (EHC) - a benefit provided at no cost to employees and dependents covered by the City's health insurance
- Vision Insurance - four tiers of coverage
- Life Insurance, Supplemental Life Insurance, and Dependent Life Insurance
- Deferred compensation with Mission Square Retirement - several options to choose from
- Retirement benefits through the Florida Retirement System (FRS) - the City and employee share in the contributions
- Supplemental insurance options to include AFLAC, Liberty Mutual, US Legal, Pet Benefit Solutions and Nationwide Pet Insurance

Apply Now

To apply for this career opportunity, please complete a City of Stuart Employment Application and submit with a resume and cover letter. Application and attachments may be submitted online by visiting:

www.cityofstuart.us/Careers

Filing Deadline: August 15, 2023

