

NBSTCC
8740 Gulf Blvd, Navarre Beach, FL 32566
Tel 850.499.6774
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www.navarrebeachseaturtles.org



SEPTEMBER 29, 2016

Santa Rosa County Board of County Commission

6495 Caroline St. Suite M, Milton, FL 32570

Dear Chairman Lynchard,

On October 31, 2012, Santa Rosa County and the Navarre Beach Sea Turtle Conservation Center (NBSTCC) entered into an agreement whereby the NBSTCC would lease the buildings and grounds located at 8739 and 8740 Gulf Blvd, Navarre Beach, Florida for the sum of \$1.00 a year for the purpose of building a “sea turtle rescue, rehabilitation and education center.”

The deteriorated condition of the former state park visitor center resulted in construction being delayed until the spring of 2013. Throughout the construction phase, Florida Fish and Wildlife (FWC) was regularly consulted. It was during this time that FWC expressed the need for a facility to house non-releasable sea turtles. Therefore, the purpose of the NBSTCC changed from a rehabilitation center to a sea turtle sanctuary and education center.

During the construction phase and the FWC permitting process, the NBSTCC volunteers were actively involved in programs and projects that fulfilled our dedication to education, community outreach and partnered research. The NBSTCC hosted numerous field trips from public and private school groups, home-school groups, and nonprofit groups, such as the Boys and Girls Club. The groups traveled from Escambia and Okaloosa County, even Defuniak Springs. Earlier this year, the NBSTCC was honored to be selected by a group of Illinois college students who searched the internet looking for a place to give back to a community; out of the hundreds of places these students could have chosen, they chose the NBSTCC - traveling on a bus from Illinois to Navarre to spend their spring break with us and on Navarre Beach.

The Responsible Pier Initiative, the Data Logger Program, The Diamondback Terrapin Survey, and the guided clear bottom kayak tours of the Gulf Artificial Reef System are examples of the NBSTCC partnering with other organizations, such as the Loggerhead Marinelifelife Center and the Navarre Beach Marine Sanctuary to further the NBSTCC’s mission of educating and bringing awareness of sea turtles to the public. Regular monthly trash bashes have resulted in hundreds of pounds of trash being removed from Navarre Beach. Additionally, the NBSTCC volunteers attended tri-county events on a regular basis and held well-attended programs that taught visitors about the importance of sea turtles and of caring for their marine environment: an environment that is vital to Santa Rosa County’s economy and quality of life.

Three years after construction began, and much anticipation, the NBSTCC received its permit for a non-releasable sea turtle on July 1, 2016; on July 20, Sea World Orlando brought home Gigi, a loggerhead sea turtle, and on August 9, 2016, the NBSTCC held its grand opening which was attended by elected and county officials, and many community members. Where once stood a deteriorating visitors center, is now an impressive modern facility that holds a 16’x24’

15,000-gallon salt-water pool - home to Gigi, our resident non-releasable loggerhead sea turtle; three salt-water aquariums that hold sea horses, fish native to the Gulf of Mexico, and the invasive Lion fish, respectively; two aquariums that are home to our resident Diamondback Tarrapin (a semi-aquatic turtle), and three Eastern Box Turtles (land turtle), respectively. The NBSTCC Shanna Litterst Education Center provides many interactive education displays that allow visitors to learn the importance of maintaining a healthy shared marine environment. The Seamore Gift Store is a phenomenal success that allows us to support the talents of eight local artists, designers and craftsmen.

From August 9 to September 24, 2016, the NBSTCC has had 2,619 visitors; one school field trip of 30 children; and one birthday party. This is just the beginning. We have field trips scheduled into the spring and are scheduling groups on a regular basis. We continue to hold the monthly trash bash and clear bottom kayak tours with the Navarre Beach Marine Sanctuary.

Throughout this process, the NBSTCC volunteer have remained dedicated to fulfilling our manifest of giving sea turtles more tomorrows through education, community outreach and partnered research to protect threatened and endangered sea turtles and our shared marine environment.

Our success is a result of the NBSTCC's strong county and community support. We look forward to continuing this success and to future growth. Therefore, we respectfully request the Santa Rosa County Board of County Commission extend the NBSTCC lease for a minimum of ten years.

Warm regards,

Yvonne C. Harper

NBSTCC BOARD PRESIDENT

Project Location Map Navarre Beach Park Gulfside Dune Walk Over Complex

- | | | | |
|---|---------------------------|---|---------------------|
|  | Existing Lifeguard Towers |  | Existing Pavillions |
|  | Existing Dune Walk Overs |  | Existing Restrooms |



- | | | | |
|---|------------------------------------|---|----------------------|
|  | Proposed Lifeguard Tower |  | Proposed Pavillions |
|  | Proposed Dune Walkover & Boardwalk |  | Proposed Restrooms |
|  | Proposed Roadway |  | Proposed Parking Lot |



Proposed NB Marine Sanctuary Reef Deployment Site

Site of proposed dune walkover complex (parking, restrooms, pavillions, dune walkover)

New Navarre Beach Fishing Pier

Santa Rosa Sound

Navarre Beach Marine Science Station

Navarre Beach Sea Turtle Conservation Center

Gulf of Mexico

LEASE AGREEMENT

THIS LEASE AGREEMENT, Entered into this ____ day of _____, 2016, between **SANTA ROSA COUNTY**, a political subdivision of the State of Florida, as Lessor, and **NAVARRE BEACH SEA TURTLE CONSERVATION CENTER, INC.**, a Florida not for profit corporation, as Lessee.

WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in Santa Rosa County, Florida, described as follows:

The buildings and grounds located at 8739 and 8740 Gulf Boulevard, Navarre, Florida and depicted in Exhibit "A," attached hereto.

1. **TERM:** The term hereof shall be one hundred and twenty (120) months, commencing on the 25th day of October, 2016 to and including the 30th day of September, 2026.
2. **RENT:** The Lessor hereby leases to the Lessee and Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay the sum of \$1.00 per year, payable in advance. The rent shall be paid to the Lessor at:

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6495 Caroline St.
Milton, Fl 32570

3. **USE OF PREMISES:** Lessee shall use the premises exclusively as a sea turtle sanctuary and education center, including housing up to two (2) non-releasable turtles. No other use thereof shall be permitted without the express consent of the Lessor. The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such Ordinances of the Lessor in which the demised premises are located, now or hereinafter made, as may be applicable to the Lessee. In the event that Lessee does not utilize the premises as a sea turtle sanctuary and education center or should Lessee fail to remain open as of the effective date of this lease, Lessor may terminate this agreement.
4. **MAINTENANCE. REPAIRS, ALTERATIONS:** Lessee accepts the premises "as is." The parties acknowledge that Lessee expects to make modifications to the leasehold premises in order to fulfill its needs. However, Lessee shall make no alterations or repairs to the premises without the express consent of the Lessor. Any additions or alterations to the premises shall become the property of the Lessor upon the termination of this lease. Lessee shall be responsible for all upkeep and maintenance of the premises and shall at all times maintain the premises in good order and repair. Lessee shall, at his own expense and at all times, be responsible for any telephone and/or computer equipment repairs and maintenance. Lessor shall maintain the premises in good and safe condition, including electrical wiring, plumbing and cooling/heating installations and any other system or equipment upon the premises and Lessee shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excluding the roof, exterior walls, and structural foundations, which will be Lessor's responsibility. Lessor shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which could otherwise be required to be maintained by Lessor. No improvement or alteration of the premises shall be made without the prior written consent of the Lessor. Lessee shall not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building. Lessee shall provide to Lessor copies of any surveys, plans, drawings, construction documents or the like performed relative to the premises.
5. **UTILITIES:** The Lessee shall pay all water, sewage, trash disposal, telephone, power, and electric light rates or charges which may become payable during the term of this lease for the water and electricity used by the Lessee on the premises.
6. **LESSEE'S INSURANCE:** Lessee, at its expense, shall maintain commercial general liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows: \$1,000,000 minimum coverage. Lessee shall provide Lessor with Certificates of Insurance showing Lessor as additional insured. The policy shall require thirty (30) days written notice to Lessor prior to cancellation or material change of coverage. Lessee shall also be responsible for insuring its own contents, equipment and furniture.

7. **EXPIRATION OF TERM:** The term may be renewed upon agreement of both parties. If, at the expiration of the term, no such agreement is in place, the Lessee will peaceably yield up to the Lessor the demised premises.
8. **SUBLETTING AND ASSIGNMENT:** The Lessee may not assign its interest in this lease.
9. **WAIVER OF DEFAULTS:** The waiver by the Lessor of any breach of this lease by the Lessee shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.
10. **RIGHT OF LESSOR TO INSPECT:** The Lessor, at all reasonable times, may enter into and upon the demised premises for the purpose of viewing the same and for the purpose of making any such repairs as it is required to make under the terms of this lease.
11. **BREACH OF COVENANT:** These presents are upon this condition, that, except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, repossess the same as of its former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed guilty of any manner of trespass and thereupon this lease shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained.
12. **QUIET ENJOYMENT:** Lessor agrees that upon the payment of the rent and the performance of the covenants and agreements on the part of Lessee to be performed hereunder, Lessee may peaceably hold and enjoy the demised premises and the appurtenant facilities, rights, licenses and privileges granted hereunder without let or hindrance by any person or party whatsoever. Lessor further agrees that it will procure and deliver to Lessee the written acknowledgment or any mortgagee or Lessor agreeing that so long as Lessee shall not be in default in the performance of the provisions of this lease, Lessee shall peaceably hold and enjoy the leased premises irrespective of whether or not the mortgagee may foreclose upon its mortgage or may take possession of the leased premises as a mortgagee in possession.
13. **NOTICES AND INVOICES:** Any notice which either party may or is required to give shall be given by mailing the same, postage prepaid to Lessee at the premises, or Lessor at the address shown below.

**Santa Rosa County
6495 Caroline Street
Milton, FL 32570**

14. **DEFINITION OF TERMS:**
 - (a) The terms "lease", "lease agreement", or "agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this lease.
 - (b) The terms "Lessor" and "Lessee" shall include the successors and assigns of the parties hereto.
 - (c) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.
15. **COMPLIANCE WITH LAW:** Lessee shall comply with all applicable local, state and federal laws and regulations. Lessee shall obtain all licenses required by all government authorities having jurisdiction over the premises for any activity thereon during the term of this Agreement.
16. **RELEASE:** Lessor shall not be liable to Lessee nor to Lessee's employees, patrons, licensees, permittees, guests, visitors, vendors, successors or assigns for any damage to property or injury to person caused by the act of negligence. Lessee shall at all times hereafter indemnify and save the Lessor harmless from any and all claims, suits, causes of action, judgments, or damages, including damages for care and loss of services because of bodily injury, sickness or disease, (including death resulting thereof), caused by or arising out of, or resulting from, the use of the above described property. Lessee agrees to exercise all reasonable safety measures in the operation of its activities for the protection of the public.
17. **NO WAIVER:** Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall never be deemed to be a waiver by Lessor of any of its rights under this Agreement. Further, should the Lessor at any time waive any provision of this Agreement, the Lessor shall not be deemed to have waived or rendered unnecessary any subsequent similar act by Lessee.
18. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or agreement between the parties not contained herein shall be

of any force and effect. Any amendments, modifications, additions, or alterations of this instrument shall be in writing executed with the same formalities as this instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

Signed, Sealed and delivered in the presence of:

LESSOR: SANTA ROSA COUNTY

By: _____
Lane Lynchard, Chairman

AS TO LESSOR

Attest: _____
Donald C. Spencer, Clerk

**LESSEE: NAVARRE BEACH SEA TURTLE
CONSERVATION CENTER, INC.**

By: _____
Name: _____
Title: _____

AS TO LESSEE:

Name: _____

Name: _____