

**SECOND AMENDMENT
TO LEASE AGREEMENT BETWEEN**

**MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS
AND
MARTIN COUNTY SPORTSMEN'S ASSOCIATION, INC.**

THIS AMENDMENT, made this 10th day of Sept., 2013, between **MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, having its principal office at 2401 SE Monterey Road, Stuart, Florida, 34996, (hereinafter referred to as the "**COUNTY**"), and **THE MARTIN COUNTY SPORTSMEN'S ASSOCIATION, INC.** a non-profit corporation organized and existing under the laws of the State of Florida, having its principal address at 8415 SW Busch Street, Palm City, FL 34990, hereinafter referred to as the "**LESSEE**".

RECITALS:

WHEREAS, the COUNTY is authorized pursuant to Section 125.38, Florida Statutes, to lease real property owned by the County to not-for-profit organizations organized for the purposes of promoting community interest and welfare, and

WHEREAS, LESSEE is a Florida not-for-profit organization organized for the purpose of the encouragement of organized rifle and handgun shooting, aiming to enhance knowledge of safe handling, use, and proper care of firearms, improved marksmanship and the development of the characteristics of honesty, fellowship, self-discipline, team play and self-reliance, and

WHEREAS, COUNTY and LESSEE entered into a lease (hereinafter the "Lease") dated July 14, 1987 pursuant to Resolution 87-7.9, whereby LESSEE leased from COUNTY the real property described therein (hereinafter the "Premises"), and

WHEREAS, COUNTY and LESSEE entered in a FIRST AMENDMENT to said Lease on July 13, 2004, which extended the term of the Lease to July 13, 2017, and

WHEREAS, COUNTY has determined that additional land adjacent to the current leased property is needed for LESSEE's use and is not needed for County purposes, and

WHEREAS, LESSEE has requested the term of the current Lease be extended for an additional ten (10) years and COUNTY has no objection to such extension, and

WHEREAS, COUNTY AND LESSEE have agreed to add such additional property and thus increase the size of the leased property, and clarify the obligations of the COUNTY and LESSEE by this amendment.

NOW THEREFORE, in consideration of the foregoing and in further consideration of the mutual covenants contained herein the parties agree as follows:

1. COUNTY and LESSEE acknowledge and agree that the foregoing recitals are true, correct, accurate, in proper form and fully binding upon them in all respects, which recitals in their entirety are hereby incorporated in this Agreement.
2. Section 1. PROPERTY of the Lease and Exhibit "A" to the Lease are hereby deleted in their entirety and are replaced with the following:

COUNTY hereby leases to the LESSEE the real property therein described as PARCEL A within EXHIBIT "A" dated April 13, 2013, attached hereto and incorporated herein, hereinafter referred to as the Premises.

3. Section 3. TERM The current term of the Lease is hereby extended to July 13, 2027.
4. Section 5. INSURANCE of the Lease is hereby deleted in its entirety and replaced with the following:

A. LESSEE shall procure and maintain in force at its expense during the term of this Lease, public liability all risk insurance adequate to protect the COUNTY against liability for any and all damage claims in a minimum amount of Five Million Dollars (\$5 million) per claim for bodily injury and property damage and an aggregate amount of Five Million dollars (\$ 5 million). A certificate of insurance evidencing such insurance and listing the COUNTY as an additional insured shall be provided to the COUNTY prior to utilization of the property and will be provided annually with payment of rent. Such policy shall be noncancelable with respect to COUNTY except upon thirty (30) days written notice to COUNTY.

B. LESSEE agrees to take out and maintain, during the term of this Lease, applicable worker's compensation insurance for all its employees employed in connection with any business operated under this Lease. Such insurance shall fully comply with the Workers Compensation Law, Chapter

440, Florida Statutes. The workers compensation insurance policy required by this Lease shall also include Employers Liability. LESSEE shall provide proof of worker's compensation insurance as required by law, if applicable.

5. Section 13. ACCESS EASEMENT of the Lease is hereby deleted in its entirety and replaced with the following:

RIGHT OF INGRESS AND EGRESS LESSEE shall utilize ACCESS PARCEL B as identified in EXHIBIT "A" for ingress and egress of the Premesis and covenants not to interfere with COUNTY use of property.

6. Section 14 Notices is hereby added to the Lease as follows:

Section 14 Notices All notices required under this Lease shall be sent by certified mail as follows:

COUNTY: Martin County Administrative Offices
Real Property Manager
2401 SE Monterey Road
Stuart, Florida 34996
772.288.5793

A copy shall be provided to the County Attorney's Office

LESSEE: Martin County Sportmen's Association, Inc.
Bill Cole, President
8415 S.W. Busch Street
Palm City, FL 34990
772.287.9567

7. Section 14 Miscellaneous is hereby added to the Lease as follows:

Section 14 Miscellaneous.

A. LESSEE shall provide and maintain an active website which includes, at a minimum, a copy of its hours of operation, listing of its officers/directors, a copy of its By-Laws, a copy of this Lease including all amendments, and a current copy of all required certificates of insurance.

B. The LESSEE shall designate a qualified experienced manager for its operations who shall be physically available during reasonable operating hours. The qualifications for such manager shall be submitted to the

COUNTY upon request. LESSEE agrees a designated assistant manager shall be available when the manager is not available.

- C. LESSEE acknowledges and agrees that it is prohibited from possessing, dispensing, selling, using or giving away any alcoholic beverages, cigarettes or tobacco products of any nature whatsoever from, in, around or in connection with the Premises.
- D. LESSEE agrees all persons engaged in any service or other activity on the Premises shall be at all times, and in all places subject to the LESSEE'S sole direction, supervision and control and shall not be considered employees agents or servants of the COUNTY.
- E. LESSEE for itself, and its permitted successors in interest, as a part of the consideration for this Lease, does hereby covenant and agree that:
 - 1) No person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the concession services offered in or at the Premises on the basis of age, sex, physical handicap or other disability, race, color, national origin, religion or ancestry; and
 - 2) LESSEE shall not discriminate against any employee or applicant for employment in connection with the Premises and the leasehold estate granted hereunder with respect to hiring, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment on the basis of age, sex, physical handicap or other disability, race, color, religion, national origin or ancestry.
 - 3) LESSEE agrees that its facilities and programs shall from time to time and at all times comply with the Americans with Disabilities Act ("ADA"). Prior to occupancy, the LESSEE shall provide the COUNTY with an ADA compliance plan in conformance with ADA requirements, and shall cause the Premises to at all times comply with all ADA requirements that may be in effect from time to time.
- F. LESSEE acknowledges that the Premises is located adjacent to property that previously served as a landfill for the COUNTY and that, as such, there is a potential presence of pathogens, asbestos or any other potentially hazardous substances that may be present as a result of the landfill. To the extent that pathogens, asbestos or any other potentially hazardous substances may exist in, on or about the Premises, then LESSEE shall have the obligation to properly remove and dispose of such

pathogens, asbestos or any other potentially hazardous substances at LESSEE's sole cost and expense and shall indemnify and hold COUNTY harmless from any liability or damage incurred by LESSEE in connection with the presence of any pathogens, asbestos or any other potentially hazardous substances existing on the Premises. As used herein, the term "hazardous substance" means: (a) any "hazardous substance" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, as well as any regulations promulgated thereunder; and (b) any "hazardous substance" as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended from time to time, as well as any regulations promulgated thereunder.

G. LESSEE shall ensure the general public's access to the Premises is not limited beyond what is necessary for their safety and the public shall be granted admission any activity upon payment of reasonable admission fee and appropriate charges.

H. COUNTY reserves the right to terminate this Lease, at its sole discretion, following written notification to LESSEE no less than one year prior to the date of termination. The right to terminate shall become effective on July 13, 2017.

8. Reaffirmation: Except as modified by this Amendment, the Lease and all rents, covenants, amendments, terms and conditions thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed.

(Signatures on following page)

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

ATTEST:

COUNTY:

MARTIN COUNTY BOARD OF
COUNTY COMMISSIONERS

By Carolyn Timmann by

CAROLYN TIMMANN,
CLERK OF THE CIRCUIT
COURT

H. Steppausend

Sarah Heard

SARAH HEARD, CHAIR

APPROVED AS TO FORM AND
CORRECTNESS:

Michael D. Durham

MICHAEL D. DURHAM,
COUNTY ATTORNEY

ATTEST:

LESSEE:

MARTIN COUNTY SPORTSMEN
ASSOCIATION, INC. , A FLORIDA NOT
FOR PROFIT CORPORATION

Robert Harris

Witness

Robert Harris

Print Name

William Cole

WILLIAM COLE
PRESIDENT

Witness

SAMES A. DOBIAS

Print Name

MARTIN COUNTY, STUART, FLORIDA
2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 001 SPORTSMAN | M.C. PROJ. NO. | SHEET NO. 1 of 3

Description - Parcel A

EXHIBIT A

Lease Description

A parcel of land located in Southeast Quarter of Section 7, Township 38 South, Range 40 East being more particularly described as follows:

Commencing at the Southeast corner of said Section 7; thence N 00°02'15" W, a distance of 30.00 feet to a point on the centerline of a 60.00 foot wide road right-of-way known as S.W. Busch Street, said centerline being parallel to the South line of Section 7; thence along said centerline N 89°50'43" W, a distance of 718.00 feet; thence N 05°20'43" W, a distance of 135.62 feet to the POINT OF BEGINNING; thence N 89°50'43" W, a distance of 356.34 feet; thence N 05°39'17" E, a distance of 606.56 feet; thence N 51°39'17" E, a distance of 80.00 feet; thence N 00°09'17" E, a distance of 25.17 feet; thence S 89°50'43" E, a distance of 155.20 feet; thence S 02°37'33" E, a distance of 74.90 feet; thence S 24°00'57" E, a distance of 74.08 feet; thence S 85°03'15" E, a distance of 99.49 feet; thence S 01°00'12" E, a distance of 410.60 feet; thence S 84°39'17" W, a distance of 72.00 feet; thence S 05°20'43" E, a distance of 111.13 feet to the POINT OF BEGINNING.

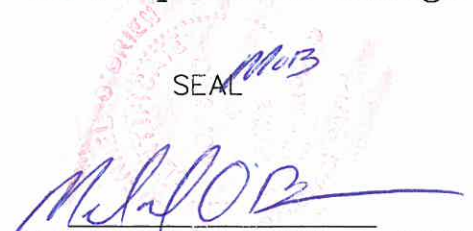
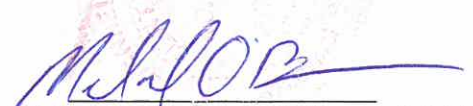
Said Parcel contains 229,732 square feet, (5.3 Acres) more or Less.

Surveyor's Notes

- 1.) This Sketch and Legal Description is based on Boundary and Topographic Survey of Martin County's Sportsman's Association, Inc. Lease Limits at Old Martin Landfill Project Number 12-083, Dated 12-07-12
- 2.) This Legal Description SHALL NOT BE VALID:
 - A) Unless provided in its Entirety Consisting of Sheets 1,2 and 3, Sheet 3 being Sketch.
 - B) Without the Signature and Original Raised Seal of a Florida Licensed Surveyor.
- 3.) Bearing Reference: Centerline of SW Busch Street and the South line of Section 7, Township 38 South, Range 40 East is taken to bear N 89°50'43" W and all others are relative to said Bearing.
- 4.) The purpose of this sketch and description is to describe the revised lease limits of the Martin County Sportsman's Association lease hold area with Martin County.
- 5.) Area of Limited Use is to be defined with the lease with Martin County.

NOTE: This is NOT A BOUNDARY SURVEY.
This Sheet Not valid Without Sheets 2 and 3 of 3

**Surveyor and Mapper
in Responsible Charge**


SEAL MOB

Michael O'Brien P.S.M. & C.F.M.
Martin County Surveyor
Professional Surveyor and Mapper
Florida License No. LS 6118

Date: 4/5/13

**SKETCH AND LEGAL DESCRIPTION
PARCEL A AND PARCEL B
MARTIN COUNTY SPORTSMAN'S ASSOCIATION INC.
LEASE REVISION AT OLD MARTIN COUNTY LANDFILL**

SUPERVISED BY : MOB
DRAWN BY : M.C. | SCALE : NONE
DATE : 12-07-12
DRAWING # 12-083

MARTIN COUNTY, STUART, FLORIDA
2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 001 SPORTSMAN | M.C. PROJ. NO.

SHEET NO. 2 of 3

Description – Parcel B

EXHIBIT A

Access

A parcel of land located in Southeast Quarter of Section 7, Township 38 South, Range 40 East being more particularly described as follows:

Commencing at the Southeast corner of said Section 7; thence N 00°02'15" W, a distance of 30.00 feet to a point on the centerline of a 60.00 foot wide road right-of-way known as S.W. Busch Street, said centerline being parallel to the South line of Section 7; thence along said centerline N 89°50'43" W, a distance of 619.39 feet; thence N 00°09'17" E, a distance of 30.00 feet to the Northerly right-of-way line of S.W. Busch Street and the POINT OF BEGINNING; thence continue N 00°09'17" E, a distance of 56.44 feet to the point of curvature of a 145.00 foot radius curve to the left, concave Southwesterly; thence Northwesterly along the arc of said curve through a central angle of 48°45'08", a distance of 123.38 feet to the point of reverse curvature of a 100.00 foot radius curve to the right, concave Northeasterly; thence Northerly along the arc of said curve through a central angle of 36°33'15", a distance of 63.80 feet; thence S 84°39'17" W, a distance of 40.68 feet; thence S 05°20'43" E, a distance of 47.83 feet to a point on a 115.00 foot radius curve to the right, concave Southwesterly, radial to said point bears N 14°11'10" E; thence Southeasterly along the arc of said curve through a central angle of 75°58'07", a distance of 152.48 feet; thence S 00°09'17" E, a distance of 56.44 feet to a point on the Northerly right-of-way line of S.W. Busch Street; thence N 89°50'43" E, along said Northerly right-of-way line, a distance of 30.00 feet to the POINT OF BEGINNING.

NOTE: This is NOT A BOUNDARY SURVEY.
This Sheet Not valid Without Sheets 1 and 3 of 3

**SKETCH AND LEGAL DESCRIPTION
PARCEL A AND PARCEL B
MARTIN COUNTY SPORTSMAN'S ASSOCIATION INC.
LEASE REVISION AT OLD MARTIN COUNTY LANDFILL**

SUPERVISED BY : MOB

DRAWN BY : M.C. | SCALE : NONE

DATE : 12-07-12

DRAWING # 12-083

MARTIN COUNTY, STUART, FLORIDA

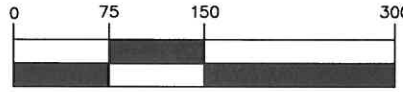
2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 001 SPORTSMAN M.C. PROJ. NO.

SHEET NO. 3 of 3

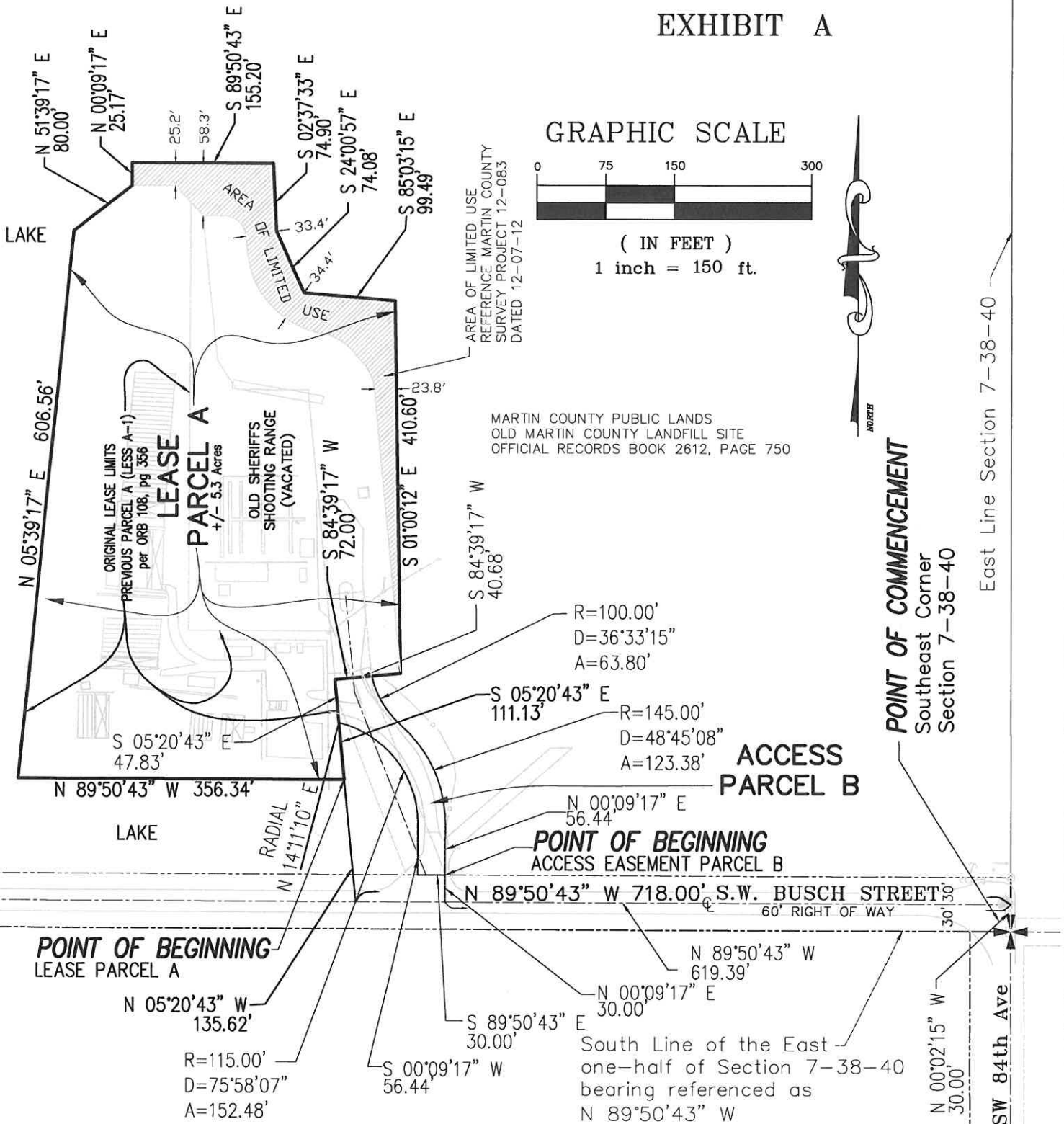
EXHIBIT A

GRAPHIC SCALE



(IN FEET)

1 inch = 150 ft.



NOTE: This is NOT A BOUNDARY SURVEY.
 This Sheet Not valid Without Sheets 1 and 2 of 3

SKETCH AND LEGAL DESCRIPTION
PARCEL A AND PARCEL B
MARTIN COUNTY SPORTSMAN'S ASSOCIATION INC.
LEASE REVISION AT OLD MARTIN COUNTY LANDFILL

SUPERVISED BY : MOB
 DRAWN BY : M.C. SCALE : 1"=150'
 DATE : 12-07-12
 DRAWING # 12-083

**FIRST AMENDMENT TO
LEASE AGREEMENT**

This is an Amendment to Lease bearing an Effective Date of July 13, 2004, between MARTIN COUNTY SPORTSMAN'S ASSOCIATION, INC., a Florida Non-Profit Corporation (LESSEE) and MARTIN COUNTY, a political subdivision of the State of Florida (COUNTY).

RECITALS

WHEREAS, LESSEE and COUNTY entered into a certain Lease (Lease) dated July 14, 1987, and recorded in Book 108, Page 0356, Public Records of Martin County, Florida, whereby LESSEE leased from LESSOR the real property described therein (and also described in EXHIBIT "A" attached hereto and made a part hereof) for an initial term and ten (10) years with options to renew for additional ten (10) year periods, at an annual rent of One Dollar (\$1.00), and

WHEREAS, the lease by its terms automatically renewed and such renewal extended the current lease term to July 13, 2007, and

WHEREAS, LESSEE desires to extend the current term of the lease for an additional Ten (10) years, and LESSOR has no objection to such extension.

WITNESSETH

NOW THEREFORE, in consideration of the rents to be paid hereunder, the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. The opening paragraph and RECITALS above stated are hereby incorporated into this agreement.
2. The current term of the Lease is hereby extended to July 13, 2017.
3. Except as specifically amended hereby, the Lease shall remain in full force and effect as originally written.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this First Amendment to Lease upon the terms and conditions stated on the day and year first written above.

**INSTR # 1773159
OR BK 01929 PG 236.1
RECORDED 08/10/2004 03:09:53 PM [SIGNATURES OF NEXT PAGE]
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C Burkey**



EXHIBIT "A"
to
FIRST AMENDMENT TO LEASE AGREEMENT
with
MARTIN COUNTY SPORTSMAN'S ASSOCIATION, INC.

PARCEL A

LEGAL DESCRIPTION

A parcel of land located in Section 7, Township 38 South, Range 40 East being more particularly described as follows:

Commencing at the Southeast corner of said Section 7; thence N 00° 15' 16" W a distance of 30.00 feet to a point on the centerline of a 60.00 foot wide road right-of-way known as S.W. Busch Street, said centerline being parallel to the South line of Section 7; thence continue along said centerline S 89° 58' 37" W a distance of 718.00 feet; thence N 05° 31' 23" W a distance of 135.62 feet to the Point of Beginning; thence continue S 89° 58' 37" W a distance of 356.34 feet to a point; thence N 05° 28' 37" E a distance of 606.56 feet to a point; thence N 51° 28' 37" E a distance of 80.00 feet to a point; thence N 89° 58' 37" E a distance of 48.00 feet to a point; thence S 42° 36' 23" E a distance of 45.00 feet to a point; thence S 06° 06' 23" E a distance of 160.00 feet to a point; thence S 33° 16' 23" E a distance of 38.00 feet to a point; thence N 89° 58' 37" E a distance of 78.00 feet to a point; thence S 05° 31' 23" E a distance of 431.54 feet to the Point of Beginning.

Containing 3.8687 Acres more or less.

Less and excepting the following described parcel of land:

PARCEL A-1

Commencing at the Southeast corner of said Section 7; thence N 00° 15' 16" W a distance of 30.00 feet to a point on the centerline of a 60.00 foot wide road right-of-way known as S.W. Busch Street, said centerline being parallel to the South line of Section 7; thence continue along said centerline S 89° 58' 37" W a distance of 718.00 feet; thence N 05° 31' 23" W a distance of 300.39 feet to the Point of Beginning; thence S 89° 58' 37" W a distance of 154.88 feet to a point; thence N 00° 01' 23" W a distance of 471.15 feet to a point; thence S 42° 36' 23" E a distance of 20.00 feet to a point; thence S 06° 06' 23" E a distance of 160.00 feet to a point; thence S 33° 16' 23" E a distance of 38.00 feet to a point; thence N 89° 58' 37" E a distance of 78.00 feet to a point; thence S 05° 31' 23" E a distance of 266.77 feet to the point of beginning.

Containing 0.9786 Acres more or less.

ATTEST:

LESSEE:
MARTIN COUNTY SPORTSMAN'S
ASSOCIATION, INC.

Sue A. Cant
SECRETARY
Print Name

BY: Ronald Bernard
ITS: **PRESIDENT**

The foregoing instrument was acknowledged before me this 19th day of July, 2006, Ronald Bernard, the Pres./Sec. of the Martin County Sportsman's Association, Inc., a Florida Non-Profit corporation, on behalf of the corporation, and is personally known to me or produced a driver's license as identification.

[Signature]
NOTARY PUBLIC

KIMBERLY S. NICHOLSON
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # 00164339
EXPIRES 11/13/2006
BONDED THRU 1-888-NOTARY1

LESSOR:

MARTIN COUNTY BOARD OF
COUNTY COMMISSIONERS

ATTEST:

[Signature]
MARSHA EWING, CLERK

BY: [Signature]
DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS:

[Signature]
STEPHEN FRY, COUNTY ATTORNEY



LEASE AGREEMENT

A LEASE, made this 14th day of July, 1987, between MARTIN COUNTY, a political subdivision of the State of Florida, having its principal office at 50 Kindred Street, Stuart, Florida 33497, hereinafter referred to as Lessor, and the MARTIN COUNTY SPORTSMEN'S ASSOCIATION, INC., whose mailing address is P.O. Box 1872, Stuart, Florida 33495, hereinafer referred to as Lessee.

In consideration of the mutual covenants contained herein the parties have agreed as follows:

1. PROPERTY Lessor leases land to Lessee located in Martin County, Florida, and more particularly described as follows:

See Exhibit "A" attached
hereto and made a part hereof.

2. PURPOSE The leased premises will be used by Lessee as a shooting range. It is understood by the parties that said use will require the construction of various improvements (e.g. - a building, lighting, earthwork, and range equipment). Said improvements shall not be constructed without Lessor's prior review and written consent. Furthermore, all improvements and structures upon the leased premises shall be constructed, maintained and insured at the sole expense of Lessee and without expense to Lessor. Upon termination of this Lease, whether by expiration or otherwise, any improvements or structures upon the leased premises shall become the property and responsibility of Lessor without any cost to Lessor.

3. TERM The term of this Lease shall commence on the date first above written, and shall continue in force thereafter for a period of ten (10) years, for an annual rent of One Dollar (\$1.00) and other good and valuable consideration.

4. RENEWAL At the end of the Lease term, this agreement will be automatically renewed for another ten (10) years, unless either party expresses its intention not to renew in writing to the other party sixty (60) days prior to the expiration of the Lease term. This automatic renewal (and the notice of intent not to renew requirement) shall also apply to any and all ten (10) year extensions subsequent to the original Lease term.

5. INSURANCE Lessee shall procure and maintain at its expense continuously during the term of this Lease and any extensions thereof Property and Casualty Insurance in an amount of not less than \$1,000,000 combined single limit. MARTIN COUNTY shall be named as an additional insured under this policy. Upon request, Lessee shall provide Lessor with written proof that this requirement has been complied with.

6. INDEMNIFICATION Lessor shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee, its members, or anyone else who may at any time be using, occupying, or visiting the leased premises, or be in, on or about the same.

Lessee shall indemnify Lessor and hold Lessor harmless against all claims, liabilities, loss or damage arising from Lessee's use of the leased premises. Lessee hereby waives all claims against Lessor for damages to the improvements hereinafer placed or built on the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time. Lessee agrees to defend Lessor against any and all such claims and suits as described above at Lessee's sole cost and expense.

7. ACCESS TO PROPERTY Lessor shall have access to the leased premises at all times in order to meet its obligations regarding the maintenance and monitoring of this site, which is a closed landfill. Should any such visit require the temporary suspension of Lessee's activities, Lessor agrees to provide Lessee with notice of same, which notice shall be as reasonable as possible under the circumstances.

8. TAXES Lessee will be required to pay all taxes lawfully levied against the subject property during the term of the Lease herein granted, if any.

9. CONTROL All control of the activities conducted by the Lessee on the premises shall be under the exclusive management and direction of the Lessee. Such activities are subject to all laws, ordinances and police regulations governing same, now and in the future.

10. ASSIGNMENT Lessee shall not assign this Lease or sublet the premises to any other party without the express written approval of Lessor. Any attempt to assign this Lease or to sublet the premises without the express written approval of Lessor will terminate this Lease automatically.

11. TERMINATION In the event Lessee fails to operate in a manner consistent with any of the representations, purposes, objectives or agreements in this Lease, Lessor may, at any time, serve written notice of the Lessee's failure, and if the Lessee's failure is not remedied within fifteen (15) days, Lessor may terminate this Lease at will.

12. MODIFICATION This Lease contains the entire agreement between the parties and cannot be changed or terminated except by written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the heirs, legal representatives, successors and assigns of both parties.

13. ACCESS EASEMENT In order to provide access to surrounding property, Lessor retains the easement described below; Lessee expressly covenants not to interfere with the rightful use of this easement.

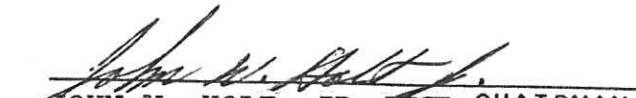
See Exhibit "B" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS,
MARTIN COUNTY, FLORIDA

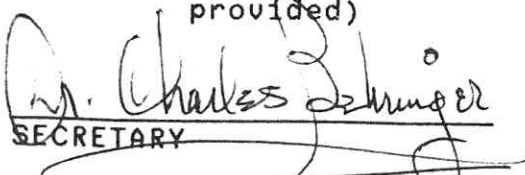

MARSHA STILLER, CLERK


JOHN W. HOLT, JR. VICE CHAIRMAN

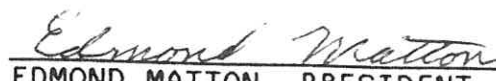
APPROVED AS TO FORM AND
CORRECTNESS:


FOR NOREEN S. DREYER, COUNTY ATTORNEY

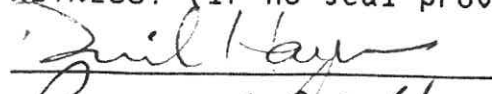

ATTEST: (if corporate seal
provided)


SECRETARY

MARTIN COUNTY SPORTSMEN'S
ASSOCIATION, INC.


EDMOND MATTON, PRESIDENT

WITNESS: (if no seal provided)

Rifle Association

EXHIBIT "A"

PARCEL A

LEGAL DESCRIPTION

A parcel of land located in Section 7, Township 38 South, Range 40 East being more particularly described as follows:

Commencing at the Southeast corner of said Section 7; thence N 00° 15' 16" W a distance of 30.00 feet to a point on the centerline of a 60.00 foot wide road right-of-way known as S.W. Busch Street, said centerline being parallel to the South line of Section 7; thence continue along said centerline S 89° 58' 37" W a distance of 718.00 feet; thence N 05° 31' 23" W a distance of 135.62 feet to the Point of Beginning; thence continue S 89° 58' 37" W a distance of 356.34 feet to a point; thence N 05° 28' 37" E a distance of 606.56 feet to a point; thence N 51° 28' 37" E a distance of 80.00 feet to a point; thence N 89° 58' 37" E a distance of 48.00 feet to a point; thence S 42° 36' 23" E a distance of 45.00 feet to a point; thence S 06° 06' 23" E a distance of 160.00 feet to a point; thence S 33° 16' 23" E a distance of 38.00 feet to a point; thence N 89° 58' 37" E a distance of 78.00 feet to a point; thence S 05° 31' 23" E a distance of 431.54 feet to the Point of Beginning.

Containing 3.8687 Acres more or less.

Less and excepting the following described parcel of land:

PARCEL A-1

Commencing at the Southeast corner of said Section 7; thence N 00° 15' 16" W a distance of 30.00 feet to a point on the centerline of a 60.00 foot wide road right-of-way known as S.W. Busch Street, said centerline being parallel to the South line of Section 7; thence continue along said centerline S 89° 58' 37" W a distance of 718.00 feet; thence N 05° 31' 23" W a distance of 300.39 feet to the Point of Beginning; thence S 89° 58' 37" W a distance of 154.88 feet to a point; thence N 00° 01' 23" W a distance of 471.15 feet to a point; thence S 42° 36' 23" E a distance of 20.00 feet to a point; thence S 06° 06' 23" E a distance of 160.00 feet to a point; thence S 33° 16' 23" E a distance of 38.00 feet to a point; thence N 89° 58' 37" E a distance of 78.00 feet to a point; thence S 05° 31' 23" E a distance of 266.77 feet to the point of beginning.

Containing 0.9786 Acres more or less.

EXHIBIT "B"

PARCEL B

Legal Description for the Centerline of a 40 Foot Wide
Ingress/Egress Easement for Parcels A and A-1

A 40 foot wide strip of land in Section 7, Township 38 South, Range 41 East, the centerline of which is more particularly described as follows:

Commencing at the S.E. corner of said Section 7; thence N 00° 15' 16" W a distance of 30.00 feet to a point on the centerline of a 60.00 foot wide road right-of-way known as S.W. Busch Street, said centerline being North of and parallel to the South line of Section 7; thence continue along said centerline S 89° 58' 37" W a distance of 718.00 feet; thence N 05° 31' 23" W a distance of 30.14 feet being the North right-of-way line of said road; thence N 89° 58' 37" E along said North right-of-way line a distance of 80.00 feet to the Point of Beginning, being the centerline of the 40 foot wide Ingress/Egress easement; thence N 21° 30' 42" W a distance of 216.50 feet along said centerline to a point; thence N 05° 31' 23" W a distance of 109.79 feet along said centerline to a point being the end of said centerline of the 40 foot Ingress/Egress easement; said easement being 20 feet in width on either side of said centerline.