

**SECOND AMENDMENT  
TO LEASE AGREEMENT BETWEEN**

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

THIS AMENDMENT, made this 10<sup>th</sup> 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 Premises 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  
CAROLYN TIMMANN,  
CLERK OF THE CIRCUIT  
COURT *by AS Reggs Dunsend*

Sarah Heard  
SARAH HEARD, CHAIR

APPROVED AS TO FORM AND  
CORRECTNESS:

Sarah Woods for  
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

[Signature]  
Witness

JAMES A. DOBIAS  
Print Name

[Signature]  
WILLIAM COLE  
PRESIDENT

# 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

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

Date: 4/15/13

**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

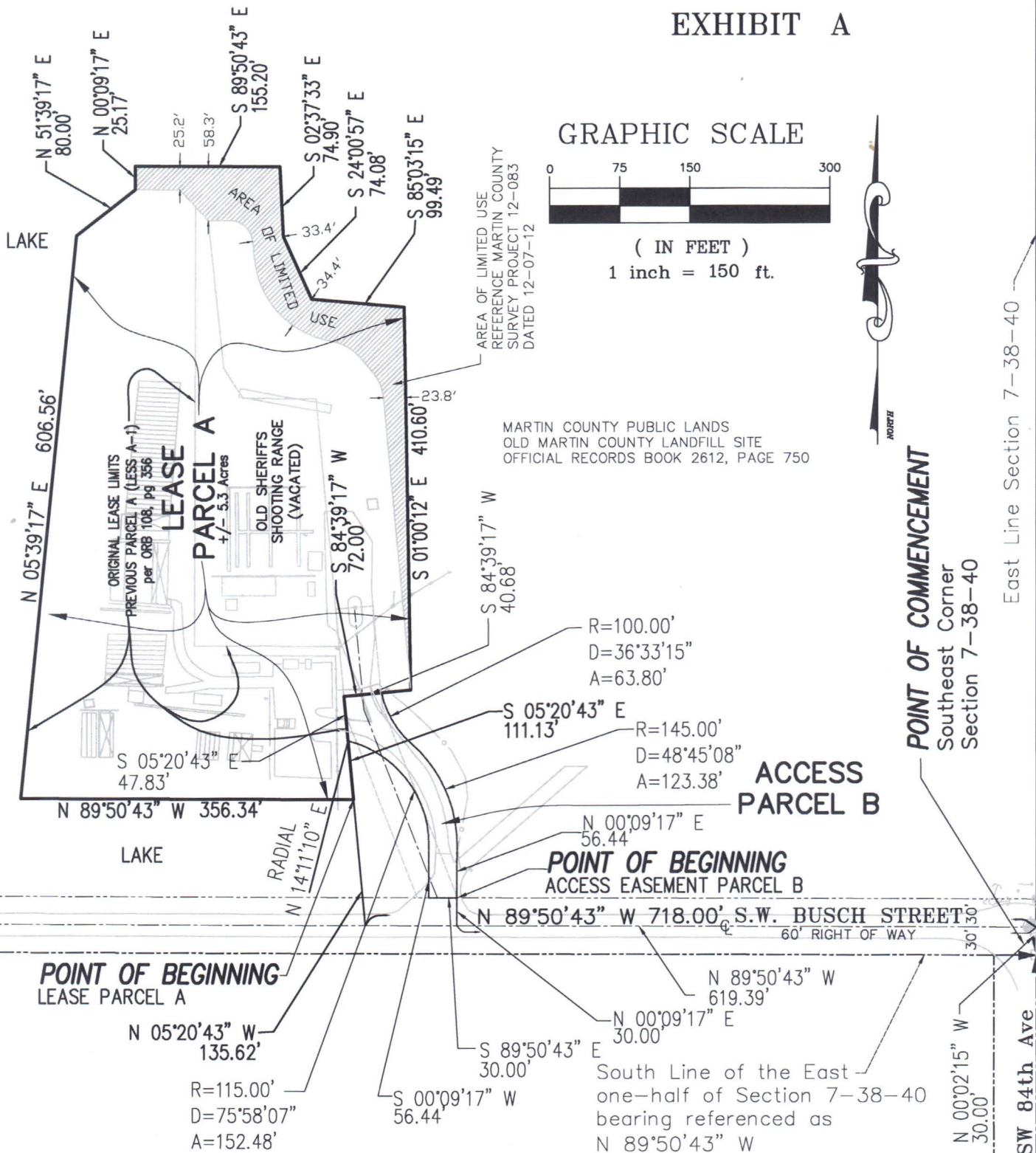


MARTIN COUNTY, STUART, FLORIDA  
 2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

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

SHEET NO. 3 of 3

EXHIBIT A



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