

**PUBLIC PURPOSE LEASE AGREEMENT
BETWEEN
MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS
AND
SOUTH FLORIDA KARTING INC.**

THIS PUBLIC PURPOSE LEASE AGREEMENT ("Lease") made this 23rd day of NOV, 2017, between **MARTIN COUNTY**, 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, **SOUTH FLORIDA KARTING INC**, a non-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 5400 SE Bridge Road, Hobe Sound, FL 33455, (hereinafter referred to as the "LESSEE").

W I T N E S S E T H:

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, the LESSEE is a not-for-profit organization organized for the public purpose of promoting go-kart racing whereby children and families can participate in a racing environment allowing kids and grown-ups alike the ability to learn the valuable skills of sportsmanship and in the process making new friendships that last a lifetime and LESSEE has applied to the COUNTY for a lease to promote the stated public purpose on the property described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the COUNTY has determined that such a facility and use are compatible with the public purpose described above, and the property is uniquely suited for said stated public purpose; and

WHEREAS, the COUNTY has found that the facility to be leased to the LESSEE is not currently needed for County purposes; and

WHEREAS, the COUNTY desires to lease such property to the LESSEE.

NOW THEREFORE, in consideration of the foregoing and in further consideration of the mutual covenants contained herein, as well as the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Description of Premises.** The COUNTY hereby leases to the LESSEE the real property, together with any improvements located thereon, the property described on Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the Premises.

Accepted Pursuant to Resolution
No 17-5.18
On 5/23/17

2. **Use of Premises.** The LESSEE shall use the Premises solely and exclusively for providing a go-kart racing facility and such other not-for-profit recreational purposes incident thereto, and for no other purpose. Nothing herein shall be construed as granting LESSEE the right to have a concession or any kind of commercial venture on the Premises.

3. **Term.** The term of this Lease shall be for five (5) years, commencing on August 1, 2017, and terminating on July 31, 2022, for an annual rent of Ten Dollars (\$10.00) and other valuable consideration sufficient for this Lease.

4. **Renewal.** No less than one hundred eighty (180) days prior to the expiration of this Lease, upon written request of the LESSEE, the COUNTY will evaluate whether the Lease should be renewed for one (1) additional five (5) year period or not renewed.

5. **Improvements.** The Premises is improved property consisting of an existing go-kart racing tract and other ancillary improvements reflected on Exhibit "A", attached hereto and incorporated herein. As a material inducement to the COUNTY to enter into this Lease, the LESSEE agrees as follows:

A. **Construction and/or Alteration of Improvements:**

All existing improvements and structures, and, in particular, any and all alterations, installations and/or additions to existing improvements or structures are subject to the prior written approval by the COUNTY and shall be made and maintained at the expense of LESSEE and without cost or expense to the COUNTY. The LESSEE shall obtain a performance bond prior to the commencement of any construction, alteration or demolition of any improvements or structures. Said performance bond shall be issued by a provider approved by the COUNTY in an amount equal to one hundred twenty-five percent (125%) of the total cost of completing the construction, alteration or repair in order to secure the cost of completion of such work in the event that LESSEE, for whatever reason, fails to fully complete such work.

B. **Mandatory Improvements:**

The COUNTY will provide signage to indicate that the Premises is owned by the County and is being operated for the benefit of the public.

C. **Permissive Improvements:**

The LESSEE shall have the right to construct any additional improvements or structures only after first obtaining the consent of the COUNTY, and any such request for consent shall be submitted to the COUNTY with a copy of any and all plans and specifications as may be required by the COUNTY at the time of the

request. LESSEE agrees to install and to pay all costs for utilities used on the Premises.

D. Governmental Approvals, Leases and Easements:

It shall be LESSEE's sole responsibility to obtain the necessary governmental approvals and easements for any additional proposed improvements or structures, including, but not limited to, all necessary COUNTY development approvals, agency approvals and building permits from any governmental agency having jurisdiction over the proposed improvements or structures. Nothing herein shall be deemed to waive or imply waiver of any COUNTY regulation or required fee applicable to the review and/or development of any proposed improvements or structures. Nothing herein shall be deemed to imply that the COUNTY is a co-applicant with LESSEE for any governmental approval, including any COUNTY approval. It is expressly understood and agreed by LESSEE that the COUNTY shall not be liable to LESSEE for any expense or damage incurred by LESSEE resulting from the failure of COUNTY, or any other governmental entity having jurisdiction over the proposed improvements or structures, to approve any or all necessary approvals required for the construction of any proposed improvements or structures.

E. Repairs and Maintenance:

LESSEE agrees to be responsible for all maintenance and repairs of the Premises, including, but not limited to, structures, grounds, equipment, supplies and air conditioning equipment. Any necessary repair work to the Premises must be performed within sixty (60) days of any notice by the COUNTY requiring such work.

F. Ownership:

All improvements, structures and fixtures upon the Premises shall be exclusively operated and controlled by LESSEE during the term of this Lease; provided, however, that at the end of the term of this Lease, LESSEE shall deliver the premises to COUNTY in good repair and condition, reasonable wear and tear arising from LESSEE'S permitted use of the Premises excepted, and all improvements, structures, installations, alterations and additions, whether by COUNTY or any other person (except only sign panels and movable trade fixtures installed at LESSEE'S costs) shall become, when made, a part of COUNTY'S real estate, and on termination of this Lease, shall be surrendered with the Premises in good condition.

6. Utilities and Encumbrances.

A. Utilities:

The LESSEE shall be solely responsible for the cost of installation connection and usage of water services, electricity, telephone, cable, solid waste and

sewerage services to the Premises throughout the term of this Lease. LESSEE shall be solely responsible for insuring that separate meters and/or submeters and bills are used for all utilities.

B. Encumbrances:

LESSEE shall not pledge, mortgage or otherwise allow any lien whatsoever to be placed upon the Premises. In the event any lien or encumbrance of any kind is placed upon the Premises and is not removed within thirty (30) days, this Lease shall be automatically terminated without notice of any kind being required to be sent to LESSEE by COUNTY.

7. Insurance, Indemnification and Damage by Casualty.

A. LESSEE shall procure and maintain in force at its expense during the term of this Lease, commercial general liability insurance adequate to protect the COUNTY against liability for any and all damage claims in a minimum amount of Five Million and no/100 Dollars (\$5,000,000.00) per claim for bodily injury and property damage and an aggregate amount of Five Million and No/100 Dollars (\$5,000,000.00). A certificate of insurance evidencing such insurance and listing the COUNTY as an additional named 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 non-cancelable with respect to COUNTY except upon thirty (30) days prior written notice to County, and a substitute policy meeting the requirements of this Lease shall be provided prior to the effective date of any such cancellation.

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.

C. LESSEE will carry fire, extended coverage, vandalism and extended hazards coverage insurance in an amount of not less than one hundred percent (100%) of the replacement value of any improvements and betterments located on the Premises in accordance with normally accepted standards in the insurance industry in the event of a fire or other casualty and such policy shall name the COUNTY as additional named insured. Such policy shall be non-cancelable with respect to COUNTY except upon thirty (30) days written notice to COUNTY.

D. COUNTY shall not be liable for any damage or liability of any kind or for any injury to or death of any persons or damage to any property on or about the Premises from any cause whatsoever, except in the instance of Landlord's negligence

or willful misconduct.

E. LESSEE shall indemnify COUNTY against all claims, liabilities, loss or damage whatsoever on account of any such loss, injury, death or damage. LESSEE hereby waives all claims against COUNTY for damages to the buildings and improvements that are now on or hereinafter placed or built on the Premises and to the property of LESSEE in, on or about the Premises, and for injuries to persons or property in or about the Premises, from any cause arising at any time. LESSEE agrees to hold harmless COUNTY from and against any and all claims, lawsuits, judgments, or similar causes of action, for any injuries to persons or property arising out of the activities conducted by the LESSEE on the property described herein. Further, LESSEE agrees to defend COUNTY against any and all such claims and suits as described above at the LESSEE'S sole cost and expense with no cost and expense to be incurred by the COUNTY. LESSEE agrees to include COUNTY in any and all Release and Waiver of Liability forms signed by participants and spectators.

F. LESSEE agrees that it will not allow any individual, either adult or a minor, to enter the Premises without first obtaining a sanctioning certificate from a nationally recognized entity whose primary business is to obtain insurance for participants, as well as spectators, from any liability that may result from the karting activities associated with this Lease. Such sanctioning certificate shall be maintained in good standing by LESSEE and be displayed on the Premises for the term of this Lease.

8. **Taxes.** LESSEE will be required to pay all taxes lawfully levied against the Premises during the term of the Lease, if any.

9. **LESSEE'S Responsibilities.**

A. LESSEE agrees to follow and abide by all local, state and federal laws, ordinances and regulations and to follow and abide by the rules and regulations of the nationally recognized sanctioning body for LESSEE, whose rules and regulations LESSEE has read, understood and agreed to be bound by, as those rules and regulations may be amended from time to time.

B. At the end of this Lease, LESSEE shall deliver the Premises to COUNTY in a condition no worse than accepted by LESSEE, reasonable wear and tear accepted, arising from LESSEE'S permitted use of the premises as specified herein.

10. **Inspection by COUNTY.**

The COUNTY and its agents may make periodic inspections of the Premises to determine whether LESSEE is operating in compliance with the terms and conditions of this Lease. The LESSEE shall be required to make any and all changes required by the COUNTY which are necessary to ensure compliance with the terms and conditions of this Lease and/or any applicable law(s) or regulation(s).

11. **Prohibition on Assignment and Encumbrances.**

A. LESSEE shall not assign this Lease or sublet the Premises to any other party without the prior express written approval of COUNTY. Any attempt to assign this Lease or sublet the premises without the prior express written approval of COUNTY will constitute an automatic termination of this Lease. This covenant shall be binding on the successors in interest of LESSEE.

B. LESSEE shall not mortgage, pledge, or encumber this Lease, in whole or in part, or the leasehold estate granted under this Lease, to any other person, firm or entity. Any attempted mortgage, pledge, or encumbrance of this Lease, or the leasehold estate granted under this Lease, shall be void and may, at the sole option of the COUNTY, be deemed an event of default under this Lease. This covenant shall be binding on the successors in interest of LESSEE.

C. LESSEE shall not pledge the COUNTY's credit or make it a Guarantor payment or surety for any contract debt, obligation, judgment, lien or any form of indebtedness. LESSEE warrants and represents that it has no obligation or indebtedness which would impair its ability to fulfill the terms of this Lease.

12. **Miscellaneous Conditions.**

A. LESSEE agrees to operate the Premises for the above described permitted use only from sunrise to sunset.

B. LESSEE shall provide suitable trash containers and separate recycling containers and shall maintain same during the racing season. Should LESSEE not meet this requirement, LESSEE agrees to secure a contracted waste collection service.

C. LESSEE shall provide and maintain an active website listing, at a minimum, a copy of its schedule of activities (races) to be held on the Premises, a copy of its racing rules, a copy of its sanctioning certificate, a copy of its Parental/Legal Guardian Consent Form, a copy of its Minor's Assumption of Risk Acknowledgement, a copy of its certificates of insurance, a listing of its officers/directors and general contact information.

D. 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 to any activity (race) upon the payment of a reasonable admission fee or charge.

E. LESSEE shall be responsible for all maintenance of the access road from S.R. 708, South of the locked gate allowing access to the racetrack, including all parking areas and roadside vegetation.

F. 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.

G. 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.

H. 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.

I. LESSEE agrees that all of its volunteers and employees will be required to pass a background check pursuant to the National Child Protection Act of 1993, as amended. LESSEE shall annually ensure that all of its volunteers and employees have passed an employment Level 1 background screening at the expense of the LESSEE and shall submit to the COUNTY a signed attestation attesting to compliance with the provisions of Chapter 435, Florida Statutes. LESSEE shall also ensure that none of its volunteers and employees are a sexual predator or sexual offender. Information received from these background screenings will be used to determine if LESSEE is in compliance.

J. 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.

- 4) LESSEE shall furnish COUNTY with a list of its officers and board of directors and notify COUNTY of the names of any new officers and Board of Directors at the time of their election. LESSEE agrees to provide its By-laws to the County. LESSEE shall furnish COUNTY with the names and addresses of LESSEE'S offices and employees who have the authority to pay LESSEE'S bills.
- 5) 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.

13. **Termination.**

A. The COUNTY shall have the right to terminate this Lease upon the occurrence of any of the following, hereinafter referred to as "Event of Default".

1. Institution of proceedings in voluntary bankruptcy by the LESSEE.
2. Institution of proceedings in involuntary bankruptcy against the LESSEE if such proceedings continue for a period of ninety (90) days and are not dismissed.
3. Assignment of this Lease for the benefit of creditors.
4. Failure to operate the Premises in a professional and businesslike manner, continuously, actively and in a good faith manner consistent with

the purposes of this Lease.

5. Abandonment by LESSEE of the Premises or discontinuation of karting operations at the Premises for more than thirty (30) days.
6. Dissolution whether voluntary or involuntary of LESSEE'S not for profit corporation.
7. Default, non-performance or other non-compliance with any covenant, requirement or other provision of any nature whatsoever under this Lease.
8. Violation of any federal, state or local law.

B. Upon the occurrence of an Event of Default, the COUNTY shall send a written notice to LESSEE, in the manner set forth in Article 18 of this Lease, setting forth the Event of Default in specific detail and the date this Lease shall terminate in the event LESSEE does not cure the default.

C. Within thirty (30) days following receipt of a default notice, LESSEE shall have cured the default to the reasonable satisfaction of the COUNTY.

D. In the event LESSEE fails to cure the Event of Default within thirty (30) days, this Lease shall be deemed to be terminated with no further action by the COUNTY. In no event, however, shall such termination relieve LESSEE of its obligation to pay any and all remaining rent due and owing to the COUNTY for the period up to and including the date of termination or to provide any and all remaining reports to the COUNTY for such period.

E. Either party shall have the right, upon providing thirty (30) days prior written notice to the other party in the manner set forth in this Lease, to terminate this Lease at any time for any reason.

14. **Integration**. The drafting, execution, and delivery of this Lease by the parties has been induced by no representations, statements, warranties or agreements other than those expressed in it. This Lease contains the entire agreement between the parties and there are no further or other agreements or understandings written or oral in effect between the parties relating to its subject matter unless expressly referred to it. This Lease cannot be changed or modified except by written instrument executed by all parties hereto. This Lease and the terms and conditions here to apply to and are binding upon the heirs, legal representatives, successors and assigns of both parties.

15. **Severability**. If any term of this Agreement or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or

unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

16. **Governing Law, Venue, Fees and Waiver of Jury Trial.**

A. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue of any action arising out of this Agreement or any of the agreements attached hereto and incorporated herein shall be in the County/Circuit Court in and for Martin County, Florida.

B. The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive and shall be in addition to all other rights and remedies available to either party in law or equity. In connection with any litigation (including all appeals there from) arising out of this Agreement, the parties expressly agree that each party will bear its own attorney's fees and court costs incurred in connection with this Agreement. Further, the parties expressly and specifically waive the right to a jury trial in any way connected with this agreement.

17. **Property Interests.** Nothing contained in this Lease shall be deemed to create or be construed as creating in LESSEE any property interest in or to the Premises.

18. **Notices.** Any notice shall be deemed duly served if personally served or if mailed by certified mail, return receipt requested, or if sent via "overnight" courier service or electronic transmission as follows:

LESSEE: South Florida Karting, Inc.
888 NW Sassafras Terrace
Jensen Beach, FL 34957
Robert Pontek at: rpontek@outlook.com

COUNTY: Martin County Real Property
Engineering Department
2401 SE Monterey Road
Stuart, FL 34996
Telephone: (772) 221-2354
Email: real_property@martin.fl.us

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

CTY ATTY: Martin County Administrative Offices
ATTN: County Attorney
2401 SE Monterey Road
Stuart, Florida 34996

Any party may change the information above by giving written notice of such change as provided in the paragraph.

[Signature]
Witness:
[Signature]
Witness:

LESSEE:
South Florida Karting, Inc.,
a Florida not-for-profit corporation

BY: [Signature]
TERRY MILLER Its: President

Date: 7-6-17, 2017

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 6TH day of July, 2017, by Terry Miller, as President of South Florida Karting, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced a driver's license.



NOTARY SEAL
[Signature]
Notary Public, State of Florida

IN WITNESS WHEREOF, the parties have executed this Lease on the dates set forth below.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA



CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER



DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:



SARAH WOODS, COUNTY ATTORNEY

EXHIBIT "A"

COUNTY PROJ. NO.	SHEET NO.
94E-00-019	1 of 3

PROPOSED LEASE AREA TO KARTING ASSOCIATION WITH 20 FOOT WIDE ACCESS EASMENT AT HOBE SOUND LANDFILL

A PARCEL OF LAND TO BE KNOWN AS THE LEASE AREA PARCEL, LYING IN THE NORTHWEST ONE-QUARTER (1/4) OF SECTION 31, TOWNSHIP 39 SOUTH, RANGE 42 EAST, MARTIN COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 31; THENCE SOUTH 00°28'42" WEST, ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 31, A DISTANCE OF 2244.06 FEET; THENCE NORTH 76° 23' 26" EAST, A DISTANCE OF 64.67 FEET; THENCE NORTH 76°02'05" WEST, A DISTANCE OF 530.02 FEET; THENCE NORTH 00°42'35"EAST, A DISTANCE OF 61.64 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LEASE AREA PARCEL:

THENCE NORTH 00°42' 35" EAST, DISTANCE OF 557.38 FEET;
THENCE NORTH 88° 49' 51" WEST, A DISTANCE OF 467.49 FEET;
THENCE SOUTH 07° 35' 49" WEST, A DISTANCE OF 211.65 FEET;
THENCE SOUTH 01° 48' 21" WEST, A DISTANCE OF 239.89 FEET;
THENCE SOUTH 77° 26' 53" EAST, A DISTANCE OF 237.92 FEET;
THENCE SOUTH 76° 02' 05" EAST, A DISTANCE OF 271.82 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 5.64 ACRES MORE OR LESS.

TOGETHER AND WITH A 20 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS OVER THE LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 20 FOOT WIDE PARCEL OF LAND LYING IN THE NORTHWEST ONE-QUARTER (1/4) OF SECTION 31, TOWNSHIP 39 SOUTH, RANGE 42 EAST, MARTIN COUNTY, FLORIDA, SAID PARCEL OF LAND LYING 10 FEET ON EACH SIDE OF AND ADJACENT TO THE FOLLOWING DESCRIBED CENTERLINE:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 31; THENCE NORTH 89° 35' 36" WEST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 134.63 FEET; THENCE SOUTH 00° 53' 25" EAST, A DISTANCE OF 50.01 FEET TO THE SOUTH RIGHT-OF-WAY OF CR-708, PER DEED BOOK 50, PAGE 168, PUBLIC RECORDS OF MARTIN COUNTY AND THE POINT OF BEGINNING OF SAID CENTERLINE:

THENCE SOUTH 00° 53' 25" EAST, A DISTANCE OF 971.06 FEET;
THENCE SOUTH 07° 13' 24" WEST, A DISTANCE OF 330.76 FEET;
THENCE SOUTH 00° 39' 31" WEST, A DISTANCE OF 508.27 FEET;
THENCE SOUTH 08° 52' 58" WEST, A DISTANCE OF 44.21 FEET;
THENCE SOUTH 15° 35' 53" WEST, A DISTANCE OF 25.98 FEET;
THENCE SOUTH 25° 34' 24" WEST, A DISTANCE OF 20.98 FEET;
THENCE SOUTH 39° 41' 59" WEST, A DISTANCE OF 19.78 FEET;
THENCE SOUTH 60° 19' 13" WEST, A DISTANCE OF 30.63 FEET;
THENCE SOUTH 75° 54' 50" WEST, A DISTANCE OF 25.03 FEET;
THENCE NORTH 89° 57' 54" WEST, A DISTANCE OF 33.52 FEET;
THENCE NORTH 78° 24' 05" WEST, A DISTANCE OF 313.98 FEET;

(CONTINUED NEXT PAGE)

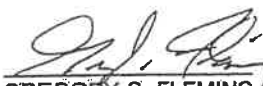
EXHIBIT "A"

COUNTY FILE NO. 94E-00-019 SHEET 2 OF 3

TO THE TERMINATION OF SAID CENTERLINE AND AN INTERSECTION WITH THE EAST LINE OF THE PREVIOUSLY DESCRIBED LEASE AREA PARCEL.

THE ABOVE DESCRIBED LEASE AREA PARCEL BEING SUBJECT TO AN EASEMENT FOR PARKING AND INGRESS/EGRESS OVER THE SOUTH 135.00 FEET THEREOF AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL OF LAND.

PREPARED BY:


GREGORY S. FLEMING, P.L.S.
MARTIN COUNTY SURVEYOR
APRIL 15, 1994

s:\sr\legals\hbsndind.dwg

MARTIN COUNTY ENGINEERING
7401 W. UNIVERSITY RD. SUITE 111, SUITE
MARTIN, TN 38576

HOBE SOUND LANDFILL SITE
KARTING ASSOCIATION ACCESS & LEASE AREA

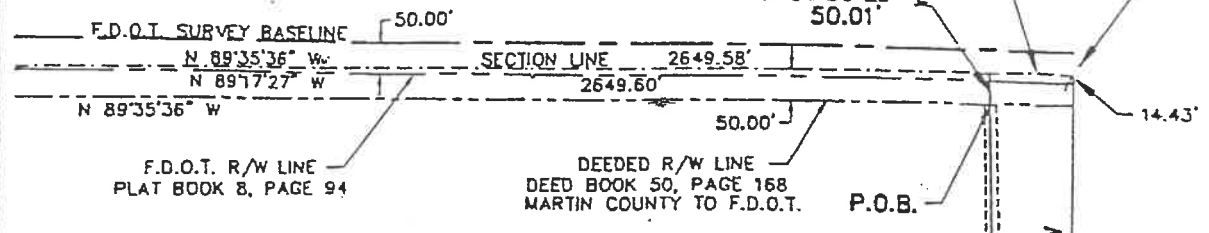
DATE OF SURVEY: 4/15/94
SCALE: AS SHOWN
DRAWN BY: GSF
CHECKED BY: GSF

PG 2 of 6

EXHIBIT "A"

C.R. 708 BRIDGE ROAD (100' R.O.W)

NE CORNER OF THE
NW 1/4 OF SEC 31
T 39 S, R 42 E
P.O.C.



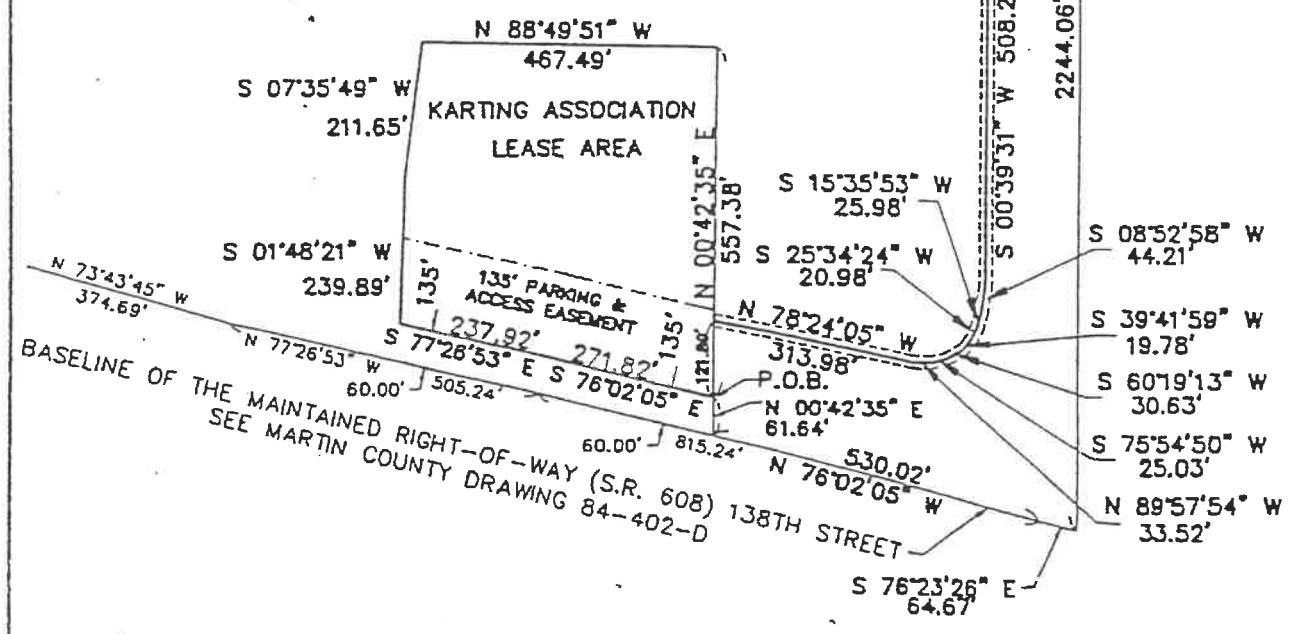
DEED BOOK 30, PAGE 264
HOBE SOUND LANDFILL SITE



NOT TO SCALE

CENTER LINE OF A
20' INGRESS/EGRESS
EASEMENT

EAST LINE OF THE NORTHWEST 1/4



BASELINE OF THE MAINTAINED RIGHT-OF-WAY (S.R. 608)
SEE MARTIN COUNTY DRAWING 84-402-D

THIS IS NOT A SURVEY
SKETCH OF LEGAL DESCRIPTION

Exhibit "B"

Form B



Florida Department of Law Enforcement
Criminal Justice Information Services Division/User Services Bureau

VECHS WAIVER AGREEMENT AND STATEMENT
Volunteer & Employee Criminal History System (VECHS)
for Criminal History Record Checks
under the National Child Protection Act of 1993, as amended,
and Section 943.0542, Florida Statutes

Pursuant to the National Child Protection Act of 1993, as amended, and section 943.0542, Florida Statutes, this form must be completed and signed by every current or prospective employee, volunteer, and contractor/vendor, for whom criminal history records are requested by a qualified entity under these laws.

I hereby authorize (enter Name of Qualified Entity) _____ to submit a set of my fingerprints and this form to the Florida Department of Law Enforcement for the purpose of accessing and reviewing Florida and national criminal history records that may pertain to me. I understand that I would be able to receive any national criminal history record that may pertain to me directly from the FBI, pursuant to 28 CFR Sections 16.30-16.34, and that I could then freely disclose any such information to whomever I chose. By signing this Waiver Agreement, it is my intent to authorize the dissemination of any national criminal history record that may pertain to me to the Qualified Entity with which I am or am seeking to be employed or to serve as a volunteer, pursuant to the National Child Protection Act of 1993, as amended, and Section 943.0542, Florida Statutes.

I understand that, until the criminal history background check is completed, you may choose to deny me unsupervised access to children, the elderly, or individuals with disabilities. I further understand that, upon request, you will provide me a copy of the criminal history background report, if any, you receive on me and that I am entitled to challenge the accuracy and completeness of any information contained in any such report. I may obtain a prompt determination as to the validity of my challenge before you make a final decision about my status as an employee, volunteer, contractor, or subcontractor.

A national criminal history background check on me has previously been requested by:

(Name and Address of Previous Qualified Entity) (Year of Request)

I ___ have OR ___ have not been convicted of a crime.

If convicted, describe the crime(s) and the particulars of the conviction(s) in the space below:

I ___ do OR ___ do not authorize you to release my criminal history records, if any, to other qualified entities.

I am a current or prospective (check one): Employee Volunteer Contractor/Vendor

Signature: _____ Date: _____

Printed Name: _____

Address: _____

Date of Birth: _____

TO BE COMPLETED BY QUALIFIED ENTITY:

Entity Name: _____

Address: _____

Telephone: _____ Fax: _____

FDLE Assigned Qualified Entity Number: _____

ORIGINAL - MUST BE RETAINED BY QUALIFIED ENTITY

EXHIBIT "A"

COUNTY PROJ. NO.	SHEET NO.
94E-00-019	1 OF 3

PROPOSED LEASE AREA TO KARTING ASSOCIATION WITH 20 FOOT WIDE ACCESS EASMENT AT HOBE SOUND LANDFILL

A PARCEL OF LAND TO BE KNOWN AS THE LEASE AREA PARCEL, LYING IN THE NORTHWEST ONE-QUARTER (1/4) OF SECTION 31, TOWNSHIP 39 SOUTH, RANGE 42 EAST, MARTIN COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 31; THENCE SOUTH 00°28'42" WEST, ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 31, A DISTANCE OF 2244.06 FEET; THENCE NORTH 76° 23' 26" EAST, A DISTANCE OF 64.67 FEET; THENCE NORTH 76°02'05" WEST, A DISTANCE OF 530.02 FEET; THENCE NORTH 00°42'35"EAST, A DISTANCE OF 61.64 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LEASE AREA PARCEL:

THENCE NORTH 00°42' 35" EAST, DISTANCE OF 557.38 FEET;
 THENCE NORTH 88° 49' 51" WEST, A DISTANCE OF 467.49 FEET;
 THENCE SOUTH 07° 35' 49" WEST, A DISTANCE OF 211.85 FEET;
 THENCE SOUTH 01° 48' 21" WEST, A DISTANCE OF 239.89 FEET;
 THENCE SOUTH 77° 26' 53" EAST, A DISTANCE OF 237.92 FEET;
 THENCE SOUTH 76° 02' 05" EAST, A DISTANCE OF 271.82 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 5.64 ACRES MORE OR LESS.

TOGETHER AND WITH A 20 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS OVER THE LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 20 FOOT WIDE PARCEL OF LAND LYING IN THE NORTHWEST ONE-QUARTER (1/4) OF SECTION 31, TOWNSHIP 39 SOUTH, RANGE 42 EAST, MARTIN COUNTY, FLORIDA, SAID PARCEL OF LAND LYING 10 FEET ON EACH SIDE OF AND ADJACENT TO THE FOLLOWING DESCRIBED CENTERLINE:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 31; THENCE NORTH 89° 35' 36" WEST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 134.63 FEET; THENCE SOUTH 00° 53' 25" EAST, A DISTANCE OF 50.01 FEET TO THE SOUTH RIGHT-OF-WAY OF CR-708; PER DEED BOOK 50, PAGE 168, PUBLIC RECORDS OF MARTIN COUNTY AND THE POINT OF BEGINNING OF SAID CENTERLINE:

THENCE SOUTH 00° 53' 25" EAST, A DISTANCE OF 971.06 FEET;
 THENCE SOUTH 07° 13' 24" WEST, A DISTANCE OF 330.78 FEET;
 THENCE SOUTH 00° 39' 31" WEST, A DISTANCE OF 508.27 FEET;
 THENCE SOUTH 08° 52' 58" WEST, A DISTANCE OF 44.21 FEET;
 THENCE SOUTH 15° 35' 53" WEST, A DISTANCE OF 25.98 FEET;
 THENCE SOUTH 25° 34' 24" WEST, A DISTANCE OF 20.98 FEET;
 THENCE SOUTH 39° 41' 59" WEST, A DISTANCE OF 19.78 FEET;
 THENCE SOUTH 60° 19' 13" WEST, A DISTANCE OF 30.63 FEET;
 THENCE SOUTH 75° 54' 50" WEST, A DISTANCE OF 25.03 FEET;
 THENCE NORTH 89° 57' 54" WEST, A DISTANCE OF 33.52 FEET;
 THENCE NORTH 78° 24' 05" WEST, A DISTANCE OF 313.98 FEET;

(CONTINUED NEXT PAGE)

EXHIBIT "A"

COUNTY FILE NO. SHEET
94E-00-019 2 of 3

TO THE TERMINATION OF SAID CENTERLINE AND AN INTERSECTION WITH THE EAST LINE OF THE PREVIOUSLY DESCRIBED LEASE AREA PARCEL.

THE ABOVE DESCRIBED LEASE AREA PARCEL BEING SUBJECT TO AN EASEMENT FOR PARKING AND INGRESS/EGRESS OVER THE SOUTH 135.00 FEET THEREOF AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL OF LAND.

PREPARED BY:



GREGORY S. FLEMING, P.L.S.
MARTIN COUNTY SURVEYOR
APRIL 15, 1994

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MARTIN COUNTY ENGINEERING
1001 W. UNIVERSITY RD. SUITE 101, SEASIDE, NC 28584

HOBE SOUND LANDFILL SITE
KARTING ASSOCIATION ACCESS & LEASE AREA

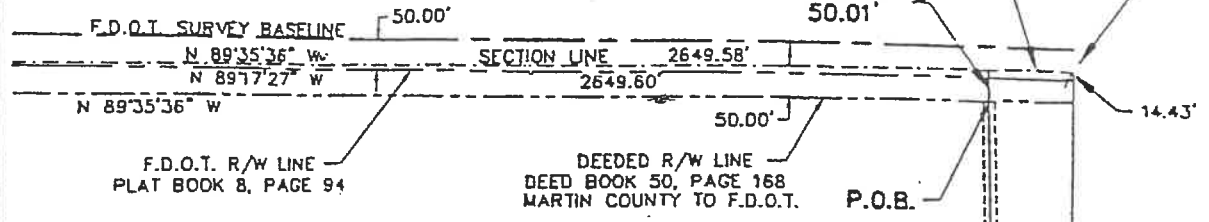
DATE OF: 1/2/94
SCALE: 1" = 400'
DRAWN BY: J. S. FLEMING
CHECKED BY: J. S. FLEMING

PG 2 of 6

EXHIBIT "A"

C.R. 708 BRIDGE ROAD (100' R.O.W)

NE CORNER OF THE
NW 1/4 OF SEC 31
T 39 S, R 42 E
P.O.C.



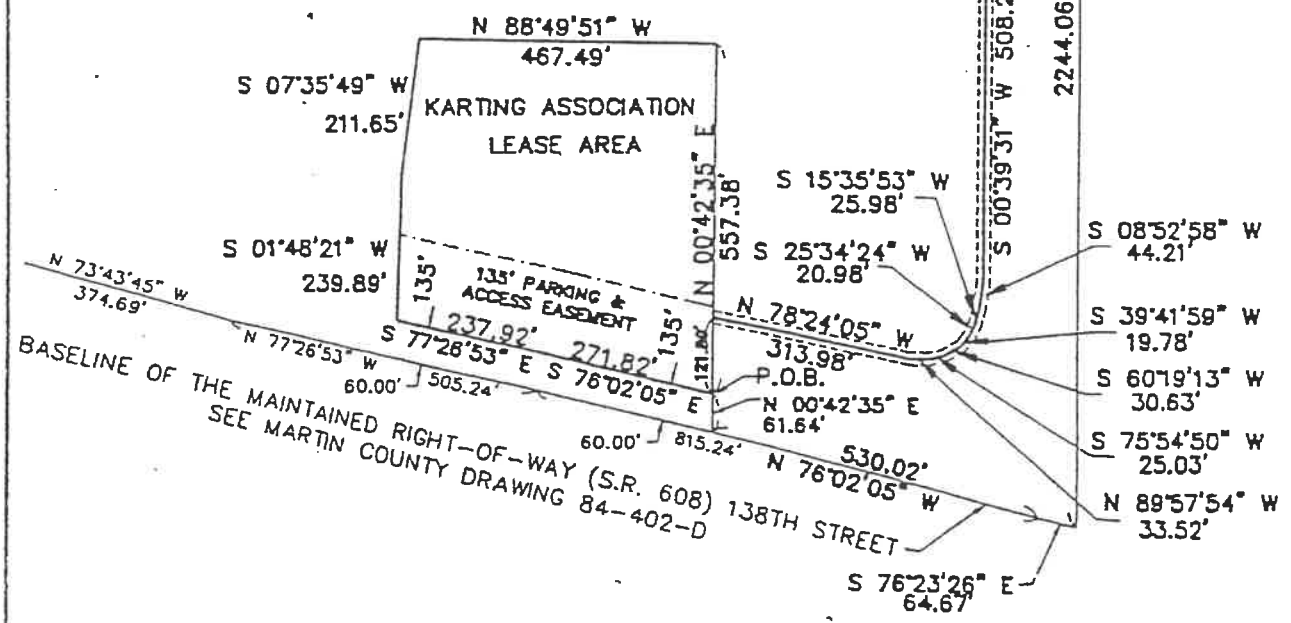
DEED BOOK 30, PAGE 264
HOBE SOUND LANDFILL SITE



NOT TO SCALE

CENTER LINE OF A
20' INGRESS/EGRESS
EASEMENT

EAST LINE OF THE NORTHWEST 1/4



THIS IS NOT A SURVEY
SKETCH OF LEGAL DESCRIPTION