

LEASE AGREEMENT

This lease is made and entered into upon this 17th day of November, 1998, by and between Charlotte County, a political subdivision of the State of Florida, hereinafter referred to as Lessor, and Charlotte BMX, Inc., a not for profit corporation, hereinafter referred to as Lessee.

WITNESSETH:

WHEREAS, Lessor owns real property in Charlotte County, Florida, which Lessor does not require for a public purpose; and

WHEREAS, Lessee, a not for profit organization organized for the purposes of promoting community interest and welfare, desires to use the real property owned by Lessor for the purpose of benefiting community interest and welfare through the operation of a BMX motorcross bicycle facility; and

WHEREAS, Section 125.38, Florida Statutes, provides for the lease of County property to a not for profit organization, provided such property is not required for County purposes and such organization desires such lease of property for public or community interest; and

WHEREAS, on even date herewith, Lessor adopted a resolution pursuant to the provisions of Section 125.38, Florida Statutes; and

WHEREAS, the parties desire to enter into this Lease Agreement to provide for the benefit of the public and community interest;

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. Leased Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the real property located in Charlotte County, Florida, more particularly described in the attached Exhibit "A," which is incorporated herein by this reference (hereinafter referred to as "the premises").

2. Termination of Prior Lease. The prior lease of the premises, entered into between the County and Peter Taylor, the representative of Charlotte BMX, Inc., dated June 21, 1989, is hereby terminated and the provisions thereof shall have no further force and effect from the date of this lease.

3. Term. The term of this lease shall begin on the day and year first above written and shall continue for five (5) years. At the expiration of the initial term of this lease and any renewal term, this lease shall automatically renew for successive two (2) year terms, unless either party provides written notice to the other of its intent not to renew at least sixty (60) days prior to the expiration of the then current term, or unless otherwise terminated in accordance with the provisions of this lease. Upon the termination of this lease, Lessor shall have the right to reenter and resume possession of the premises.

4. Rental. For the initial term of this lease, Lessee shall pay to Lessor rental of fifty dollars (\$50.00), payable in equal annual installments of ten dollars (\$10.00) each, due on the first day and each annual anniversary date of the initial term of this lease. For any renewal term of this lease. Lessee shall pay Lessor annual rental of ten dollars (\$10.00), payable on the first day of the applicable renewal term of this lease. All rental payments hereunder shall be made to the Board of County Commissioners of Lessor, at 18500 Murdock Circle, Port Charlotte, FL 33948.

5. Use. Lessee will use and occupy the premises solely for the purpose of benefitting community interest and welfare, through the operation of a BMX bicycling facility and uses incidental thereto (hereinafter "BMX bicycling facility"). Lessee will not use or occupy the premises for any unlawful, disorderly or hazardous purpose. Any change in the expressed use of the premises without the written consent of Lessor will be cause for termination of the lease.

6. County Use. The property intended to be leased is not needed for County purposes.

7. Lessee's Non-Profit Status. Lessee warrants that it is a not for profit corporation in good standing in the State of Florida organized for the purposes of promoting community interest and welfare. Lessee also warrants that it will maintain its not for profit status throughout the term of this lease and any renewals thereof. All income received by Lessee through the use of the premises shall be used for promotion and for the maintenance, overhead, operation or improvement of the premises as a BMX bicycling facility.

8. Design and Construction Requirements of Improvements.

(a) All Improvements. Lessee shall obtain and keep in force all permits necessary for the construction or continuance of any currently ongoing construction of any improvements to the premises as required by any federal, state or local law, statute, ordinance, rule or regulation. Lessee shall furnish all equipment, machinery, tools, and labor at Lessee's own cost required to construct or complete construction of all improvements to the premises. Lessee shall construct or continue construction of any currently ongoing construction of any improvements to the premises using only properly licensed or certified contractors. Such contractors shall also be required to have insurance coverage at limits required by Risk Manager of Lessor. Improvements must also be constructed and

maintained in accordance with any applicable federal, state or local law, statute, ordinance, code, rule or regulation, and in accordance with standards set by the National Bicycle League.

9. Design, Construction, and Maintenance of BMX Bicycling Facility Improvements.

In addition to the requirements set out in paragraph 8(a) above, Lessee shall comply with the following in the design, construction, and maintenance of any improvements which are or will be used for BMX bicycling:

(i) Lessee shall maintain a BMX bicycling facility in accordance with the other applicable provisions of this lease and any standards set by the National Bicycle League and any then current industry standards applicable to the maintenance of BMX bicycling facilities.

(ii) Lessee shall design, maintain and install adequate lighting should night bicycling be conducted.

(iii) Lessee shall design, construct and maintain permanent sanitary facilities in accordance with federal, state and local laws, statutes, ordinances, rules, regulations or requirements as required to adequately serve the attendees at the BMX bicycling facility.

(iv) Lessee shall erect and maintain a minimum four (4) foot high chain link fence around any bicycling area.

10. Maintenance of the Premises and Buildings and Structures Located on the Premises. Lessee shall be responsible during the initial term and any renewal term of this lease for the maintenance of the premises and of all improvements or structures that are located at or shall be erected upon the premises and shall maintain the premises and any such improvements or structures in good and safe condition during the initial and any renewal term of this lease. In addition, Lessee shall maintain any BMX bicycling related facility, improvement, or structure in good and safe condition and in accordance with National Bicycle League Standards. Lessee shall maintain all other facilities (non-bicycling-related) in accordance with any generally accepted engineering standards, manufacturer's standards, or then current industry standards. The parties recognize that National Bicycle League industry standards for BMX bicycling facilities are subject to revision and upgrading over the term of this lease. Therefore, as part of the requirement to maintain such facilities to National Bicycle League industry standards, as such standards are revised or upgraded. All injury or damage to the premises or any improvements or structures thereon caused by Lessee or its agents, employees, contractors or invitees shall be repaired by Lessee at Lessee's sole expense. All injury or damage to the premises caused solely by the willful or negligent act of Lessor or its agents or employees shall be the responsibility of Lessor and shall be repaired with due diligence and as soon as practical, at Lessor's sole expense, and in no event shall Lessee be liable for any such injury or damage caused solely by the willful or negligent act of the Lessor.

11. Possession of Improvements. At the expiration or termination of this lease, Lessor may elect that any improvements shall remain upon and be surrendered with the premises as part thereof; provided, however, that Lessee shall have the right to remove, at Lessee's sole expense, and prior to the expiration or termination of this lease, all movable furniture, furnishing, or equipment, which shall not include any bicycling ramp installed at the premises by Lessee. Lessor may also elect that any improvements to the premises made by Lessee be removed at Lessee's expense upon the expiration or termination of this lease. Lessor shall give Lessee thirty (30) days' written notice of any election for improvements to be removed by Lessee and Lessee shall remove the same at Lessee's sole cost and expense. If Lessee fails to remove such improvements, Lessor may remove same at Lessee's expense together with any and all damages which Lessor may sustain by reason of such failure by Lessee.

12. Construction or Mechanic's Liens. If any construction or mechanic's lien is filed against the premises and improvements or structures thereon, or the land, for work or materials done for or furnished to Lessee such construction or mechanic's lien shall be discharged by Lessee within ten (10) days after such filing, at Lessee's sole cost and expense, by the payment thereof or by the filing of any bond required by law. If Lessee shall fail to discharge any such construction or mechanic's lien, Lessor may, at its option, discharge the same and treat the cost thereof as additional rent hereunder payable with the annual installment of rent next becoming due; and such discharge by Lessor shall not be deemed to waive the default of Lessee in not discharging the same.

13. Debris. Lessee shall maintain the premises in a sanitary manner ensuring that the premises are kept free of any trash and debris at all times. It is the responsibility of Lessee to contract with a garbage disposal service for the removal of trash and garbage.

14. Safety Protection. Lessee shall provide adequate safety protection for Lessee's participants, invitees, attendees, and staff to prevent injury. This shall include, but not be limited to, adequate maintenance of the premises and of improvements and structures thereon, and providing adequate first aid treatment and ensuring that transportation to the nearest hospital emergency room is available. Lessor does not take any responsibility for provisions for safety, and Lessee shall be solely responsible for such provisions.

15. Utilities. Lessee shall be responsible for and pay all utilities in connection with its use of the premises, including all electrical, sewer, water or garbage disposal deposits, connection, or monthly or periodic service fees.

16. Liability for Damage to Personal Property of Persons. All personal property of Lessee, its employees, agents, contractors, volunteers, or invitees, on the premises shall be and remain on the premises at their sole risk. Lessor shall not be liable for any damage to or loss of such personal property arising from any act of negligence of any person, or from any cause other than any damage or loss resulting solely from the negligence of Lessor, its employees or agents. Lessor shall not be liable for any interruption or loss to Lessee's

business from any cause whatsoever. Lessor shall not be liable for any personal injury to Lessee, its employees, agents, volunteers, or invitees arising from the use, occupancy and condition of the premises other than liability for those personal injuries resulting solely from the negligence of Lessor, its employees or agents.

17. Sales and Use Tax. Lessee hereby covenants and agrees to pay monthly any sales, use or other tax, excluding state and/or federal income tax, now or hereafter imposed upon the rents by the United States of America, the State of Florida, or any political subdivision thereof, to Lessor, notwithstanding the fact that such statute, ordinance, or enactment imposing the same may endeavor to impose the tax upon Lessor.

18. Non-compliance with Terms of the Lease. If Lessor finds Lessee is not in compliance with the terms of this lease, Lessee shall have ten (10) days after notice from Lessor to correct any deficiencies noted by Lessor. In the event Lessee does not correct such deficiencies within such ten (10) day period, Lessor may immediately terminate this lease and take possession of the premises or, at Lessor's option, Lessor may suspend Lessee's use of the premises until deficiencies are corrected.

19. Indemnity and Insurance. In consideration of ten dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, Lessee shall indemnify and hold harmless Lessor from and against any loss, damage, claim, expense, lien, action, or liability, including reasonable attorneys fees, occasioned by or resulting from any default under this lease or any willful or negligent act or omission on the part of Lessee, its agents, contractors, employees, volunteers, or invitees, arising from Lessee's performance, duties, or obligations under this lease, or from the design, construction or maintenance of any improvements to the premises, or the operation of the BMX bicycling facility. In addition, Lessee shall obtain and maintain in effect at all times during the term of this lease a policy of comprehensive public liability insurance issued by an insurance company licensed to conduct business in the State of Florida, with a Best Key Rating Guide of A or better, naming Lessor as an additional insured, protecting Lessor and Lessee against any liability for bodily injury, death, or property damage occurring upon, in or about any part of the premises, arising from any of the items set forth in this paragraph against which Lessee is required to indemnify Lessor. Such policy shall afford protection to the limit of not less than five hundred thousand dollars (\$500,000) with respect to bodily injury or death to any one (1) person, to the limit of not less than one million dollars (\$1,000,000) with respect to any one (1) accident or occurrence, and to the limit of not less than fifty thousand dollars (\$50,000) with respect to damage to the property of any one owner. Lessee shall provide Lessor with a certificate of insurance evidencing such insurance annually. Lessee shall provide an insurance binder or contract representing a valid insurance policy before any improvement to or use of the premises, which insurance policy or contract must meet Lessor's approval through Risk Manager of Lessor. Neither the issuance of the insurance policy required under this lease nor the minimum limits specified herein with respect to Lessee's insurance coverage shall be deemed to limit or restrict in any way Lessee's liability arising under or from this lease.

20. Inspection. Lessor shall have entry to the premises for provision of any emergency services routinely provided by Lessor to persons in Charlotte County, for inspection of the premises, and to determine compliance with the terms of this lease at any reasonable time. Lessee shall provide Lessor with a method of access whereby Lessor may enter the premises without the necessity of gaining entry through Lessee or Lessee's agent or employee, to exercise its rights under this paragraph.

21. Assignment and Subletting. Lessee shall not have the right to sublet the premises or any part thereof, nor shall it have the right to assign this lease, except to the Sunshine State BMX Association or to the National Bicycle League for the purpose of conducting state or national BMX events.

22. Bankruptcy or Insolvency. If a petition shall be filed either by or against Lessee in any court or pursuant to any federal, state, or municipal statute, whether in bankruptcy, insolvency, for the appointment of a receiver of Lessee's property, or because of any general assignment made by Lessee of Lessee's property for the benefit of Lessee's creditors, then after the happening of any such event (or in the case of any involuntary petition, then if such petition is not discharged within ninety (90) days from the filing thereof), Lessor shall have the right, at its option, to terminate this lease by sending written notice to Lessee, in which event Lessor shall be entitled to immediate possession of the premises and to recover damages from the Lessee.

23. No Partnership. Nothing contained in this lease shall be deemed or construed to create a partnership or a joint venture of or between Lessor and Lessee or to create any other relationship between the parties hereto other than that of lessor and lessee.

24. Notices. All notices or other communications hereunder shall be in writing and shall be deemed duly given if hand delivered or if sent by certified mail or registered mail, return receipt requested, postage prepaid if to Lessor, hand-delivered or sent to the Charlotte County Administrator, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, and if to Lessee hand-delivered or sent to Darol H.M. Carr, Esquire, at Farr, Farr, Emerich, Sifrit, Hackett and Carr, P.A., 2315 Aaron Street, P.O. Box 2159, Port Charlotte, FL 33949, unless notice of change of address is duly given by either party pursuant to this paragraph.

25. Applicable Law. This lease shall be construed and enforced in accordance with the laws of Florida.

IN WITNESS WHEREOF, on the day and year first hereinabove written, the parties hereto have executed this lease and all exhibits hereto in a manner and form sufficient to bind them.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By Mac V. Horton
Mac V. Horton Chairman
Board of County Commissioners as
governing body

ATTEST:

Barbara T. Scott, Clerk of the Circuit Court
and Ex-officio Clerk of the
Board of County Commissioners

By Agnes Drachik
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Renee Francis Lee
Renee Francis Lee, County Attorney

Witnesses:

Deborah M. Kooten
Barbara S. Whidden

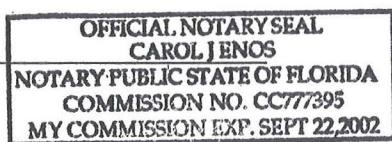
CHARLOTTE BMX, INC.

By: [Signature]
Title: President

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 9th day of December, 1998, by Darol H.M. Carr, President, of the Charlotte BMX, Inc., a not for profit Florida Corporation, on behalf of Charlotte BMX, Inc. He/She is personally known to me or has produced a driver's license as identification and did/did not take an oath.

My commission expires:



Carol J. Enos
NOTARY PUBLIC
Carol J. Enos
Typed Name

Exhibit A

A parcel of real property located in Section 9, Township 41 South, Range 23 East, Charlotte County, Florida, more particularly described as: a parcel 450' x 450' commencing at the intersection of Carmalita Street, and the westerly section line of Section 9, Township 41 South, Range 23 East, for P.O.B. Extending 450 feet south of the southern boundary of Carmalita Street right of way along the westerly line of Section 9; thence 450 feet east; thence 450 feet north to the southern boundary of Carmalita Street right of way; thence 450 feet west along the southerly right of way of Carmalita Street, to the P.O.B., containing 4.65 acres, more or less.

LEASE AGREEMENT #89-17

This lease is made and entered into upon this 21st day of February, 1989, by and between Charlotte County, a political subdivision of the State of Florida, hereinafter referred to as Lessor, and Peter Taylor, the representative of a non-profit corporation, Charlotte BMX, Inc., hereinafter referred to as Lessee.

In consideration of the agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. Demised Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described real property located in Charlotte County, Florida, more particularly described as:

Section 9, Township 41 South, Range 23 East. A parcel 450' x 450' commencing at the intersection of Carmalita Street and the westerly section line of Section 9, Township 41 South, Range 23 East, for P.O.B. Extending 450 feet south of the southern boundary of Carmalita Street right of way along the westerly line of Section 9; thence 450 feet east; thence 450 feet north to the southern boundary of Carmalita Street right of way; thence 450 feet west along the southerly right of way of Carmalita Street, to the P.O.B., containing 4.65 acres, more or less.

2. Term. This lease shall be a term for five years beginning on the date of the signing of this lease which shall be the 21st day of February, 1989.

3. Renewal. Upon agreement of the parties, this lease may be renewed for a period of five years. Approval of Lessor may not be unreasonably withheld.

4. Use. Lessee will use and occupy the demised property solely for the purpose of a BMX bicycle track which shall be operated as a non-profit organization and for no other purpose. Lessee will not use or occupy the demise premises for any unlawful, disorderly or hazardous purpose.

5. Rental. Lessee shall pay to Lessor an annual rental of FIVE DOLLARS AND NO CENTS payable annually on the anniversary of this lease to Charlotte County, a political subdivision of the State of Florida.

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6. Assignment and Subletting. The Lessee shall not have the right to sublet the demised property or any part thereof, nor shall he have the right to assign said lease.

7. Maintenance of the Property and Buildings and Structures Located on the Property. Lessee shall be responsible during the said term of this lease for the maintenance of all structures that are located or shall be erected upon the property. Upon termination of the lease, Lessor shall have the right to reenter and resume possession of the demised premises. Lessee shall make all repairs to the demised premises caused by any negligent act or omission of Lessee or its employees or invitees.

8. Possession of Structures. As additional consideration for this lease, Lessee agrees that all improvements, structures or fixtures placed on the demised property will become the property of Lessor upon termination of this lease or upon the termination of any renewal of this lease, unless later modified in a signed written agreement between the parties to this lease.

9. Structure. Lessee shall submit plans of proposed structures to Lessor prior to the commencement of improvements or construction. Lessee shall not make improvements to the property without the prior written consent of the Director of Community Services, which consent shall not be unreasonably withheld or delayed. If any mechanic's lien is filed against the demised property, the structure or the land, for work or materials done for or furnished to Lessee (other than for work or materials supplied by Lessor), such mechanic's lien shall be discharged by Lessee within 10 days thereafter, at Lessee's sole cost and expense, by the payment thereof or by the filing of any bond required by law. If Lessee shall fail to discharge any such mechanic's lien, Lessor may, at its option, discharge the same and treat the cost thereof as additional rent hereunder payable with the annual installment of rent next becoming due; and such discharge by Lessor shall not be deemed to waive the default of Lessee in not discharging the same. Lessee will indemnify and hold Lessor harmless from and against all expenses, liens, claims or damages to person or property which may or might arise by reason of the making of any improvements. If any improvement is made without the prior written consent of the Director of Community

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Services, Lessor may correct or remove same, and Lessee shall be liable for all expenses so incurred by Lessor. All improvements shall remain upon and be surrendered with the demised property as part thereof at the end of the term hereof; provided, however, that Lessee shall have the right to remove, prior to the expiration of the term of this lease, all movable furniture, furnishings, or equipment installed at the demised property at the expense of Lessee. Should Lessor elect that installations installed by Lessee be removed upon the expiration or termination of this lease, Lessor shall give Lessee 30 days' written notice of such election, and Lessee shall remove the same at Lessee's sole cost and expense and if Lessee fails to remove same, Lessor may remove same at Lessee's expense together with any and all damages which Lessor may sustain by reason of such default by Lessee.

10. Indemnity and Public Liability Insurance. Lessee will indemnify and hold harmless Lessor from and against any loss, damage or liability occasioned by or resulting from any default hereunder or any willful or negligent act on the part of Lessee, its agents, employees, or invitees. Lessee shall obtain and maintain in effect at all times during the term of this lease a policy of comprehensive public liability insurance, naming Lessor as an additional insured, protecting Lessor and Lessee against any liability for bodily injury, death, or property damage occurring upon, in or about any part of the BMX complex, BMX track or the remaining demised property arising from any of the items set forth in this paragraph 9 against which Lessee is required to indemnify Lessor, which such policy is to afford protection to the limit of not less than \$500,000 with respect to bodily injury or death to any one person, to the limit of not less than \$1 million with respect to any one accident, and to the limit of not less than \$50,000 with respect to damage to the property of any one owner. Such insurance policy shall be issued by a responsible insurance company licensed to do business in the State of Florida. Neither the issuance of the insurance policy required under this lease nor the minimum limits specified herein with respect to Lessee's insurance coverage shall be deemed to limit or restrict in any way Lessee's liability arising under or from this lease. Lessee shall provide Lessor with a certificate of insurance annually.

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Lessee shall provide an insurance binder or contract representing a valid insurance policy before any improvement or use of the demised property. This insurance policy or contract must meet Lessor's approval. It is understood that during the construction phase of the operation, the general contractor will provide appropriate insurance which shall meet the requirements of this section. When the track is sanctioned by the National Bicycle League, the insurance policy shall be provided by the National Bicycle League, but such insurance policy shall still meet the requirements of this section.

11. Responsibility for Damage to the Demised Property. All injury or damage to the demised property caused by Lessee or its agents, employees, and invitees shall be repaired by Lessee at Lessee's sole expense. If Lessee shall fail so to do, Lessor shall have the right to make such repairs or replacement, and any cost so incurred by Lessor shall be paid by Lessee in which event such costs shall become additional rent payable with the installment of rent next becoming due under the terms of this lease. All injury or damage to the demised property caused by the willful or negligent act of Lessor or its agents or employees shall be the responsibility of Lessor and shall be repaired with due diligence and as soon as practical, at Lessor's sole expense, and in no event shall Lessee be liable for any such injury or damage caused by the willful or negligent act of the Lessor.

12. Liability for Damage to Personal Property of Persons. All personal property of Lessee, its employees, agents and invitees, on the demised property shall be and remain at their sole risk. Lessor shall not be liable for any damage to or loss of such personal property arising from any act of negligence of any person, or from any cause other than any damage or loss resulting directly from the negligence of Lessor, its employees or agents. Lessor shall not be liable for any interruption or loss to Lessee's business and shall not be liable for any personal injury to Lessee, its employees, agents, or invitees arising from the use, occupancy and condition of the demised property other than liability for those personal injuries resulting directly from the negligence of Lessor, its employees or agents.

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13. Bankruptcy or Insolvency. If a petition shall be filed either by or against Lessee in any court or pursuant to any federal, state, or municipal statute, whether in bankruptcy, insolvency, for the appointment of a receiver of Lessee's property or because of any general assignment made by Lessee of Lessee's property for the benefit of Lessee's creditors, then after the happening of any such event, (or in the case of any involuntary petition, then if such petition is not discharged within 90 days from the filing thereof), Lessor shall have the right, at its option, to terminate this lease by sending written notice to Lessee, in which event Lessor shall be entitled to immediate possession of the demised premises and to recover damages from the Lessee.

14. No Partnership. Nothing contained in this lease shall be deemed or construed to create a partnership or a joint venture of or between Lessor and Lessee or to create any other relationship between the parties hereto other than that of Lessor and Lessee.

15. Notices. All notices or other communications hereunder shall be in writing and shall be deemed duly given if sent by certified mail or registered mail, return receipt requested, postage prepaid to the Charlotte County Administrator, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, and to Lessee at 316 Tamiami Trail, Punta Gorda, Florida 33950, Peter Taylor, unless notice of change of address is duly given by either party pursuant to this paragraph.

16. Applicable Law. This lease shall be construed and enforced in accordance with the laws of Florida.

17. Use to be Non Profit. The organization used by the Lessee for its operations shall be a not-for-profit organization. All income received by the organization through the use of the leased property shall be used for the maintenance, overhead, improvement of the property, and the expenses incurred in the operation of the BMX track. The use of the property by the not-for-profit organization must promote a purpose that benefits the community interest and welfare and shall be used only as a BMX bicycle track unless Lessor's permission for a change of use is obtained.

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18. County Use. The property intended to be leased is not needed for County purposes.

19. Lessee's Purchase of Improvements. Lessee may, with the Lessor's agreement, purchase or obtain all improvements upon the demised property from Lessor at the termination of this lease.

20. Design Requirements of the Improvements.

Lessee shall:

(a) Design and build a BMX motorcross track that will be in accordance with the National Bicycle League standards. All berms will be paved with asphalt unless otherwise waived by Lessor.

(b) Install a sanctioned starting mechanism with paved starting area.

(c) Construct an elevated announcer stand sufficient to view participants at all times.

(d) Install a speaker system which will sufficiently cover the entire spectator area.

(e) Install adequate lighting should night races be conducted.

(f) Construct permanent sanitary facilities according to County Code requirements to serve a minimum of two people of each sex or as required to adequately serve the attendees at any particular event.

(g) Construct a structure which will be utilized to handle ticket sales, race entries, and trophy presentations.

(h) Fence the track area with a minimum of a four foot high chainlink fence.

21. Gate Receipts. Records of gate receipts of this facility shall be maintained for the entire period of this lease, and Lessor may examine such records at any reasonable time.

22. Overflow Parking. Lessor will allow the BMX track to utilize the parking which has been provided across the adjacent street at the Pop Warner Football site. Pop Warner Football and Little League Baseball shall have priority of use of the parking lot.

23. Structures. All structures, fencing, and improvements shall be in compliance with the appropriate Charlotte County Codes.

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24. Safety Protection. Lessee shall provide adequate safety protection for participants, attendees, and staff to prevent injury. This shall include, but not be limited to, providing adequate first aid treatment and ensure that transportation to the nearest hospital emergency room is available. Lessor does not take any responsibility for provisions for safety, and Lessee shall be solely responsible for such provisions.

25. Inspection. Lessor shall have free entry to the premises for inspection of the premises for compliance with this agreement.

26. Debris. Lessee shall maintain the premises in a sanitary manner ensuring that the leased premises and parking facility are kept free of any trash and debris at all times. It is the responsibility of Lessee to contract with a garbage disposal service for the removal of trash and garbage.

27. Change of Use. Any change in the expressed use of the property without the consent of Lessor will be cause for termination of the lease.

28. Termination. If Lessor or Lessee does not wish to renew the lease at the end of its term, it is the responsibility of the party wishing to terminate the lease to provide the other party with 60 days' written notice as provided herein.

29. Non-compliance with Terms of the Lease. If Lessor finds Lessee is not in compliance with the terms included herein, Lessee shall have ten days to correct the deficiencies. Deficiencies not corrected in ten days will be reason for stopping use of the property until corrections are implemented. Safety deficiencies found by Lessor to jeopardize the well-being of persons using the property will be reason for immediate suspension of the use of the property unless corrected at the time they are found.

30. Costs of Improvements. Lessee agrees to furnish all equipment, machinery, tools and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvements; and to do and perform all work on the improvement at Lessee's own cost.

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31. Sales and Use Tax. Lessee hereby covenants and agrees to pay monthly any sales, use or other tax, excluding state and/or federal income tax, now or hereafter imposed upon the rents by the United States of America, the State of Florida, or any political subdivision thereof, to Lessor, notwithstanding the fact that such statute, ordinance, or enactment imposing the same may endeavor to impose the tax upon Lessor.

IN WITNESS WHEREOF, on the day and year first hereinabove written, the parties hereto have executed this lease and all exhibits hereto in a manner and form sufficient to bind them.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By Bill Burdick
Bill Burdick, Chairman
Board of County Commissioners
as governing body

ATTEST:

Barbara T. Scott, Clerk of
Circuit Court and Ex-officio
Clerk to the Board of County
Commissioners

By Marion M. McAuliffe
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Charles H. Webb
Charles H. Webb
Assistant County Attorney

WITNESSES:

Isabel Sanchez
Barbara T. Scott

Peter Taylor
Peter Taylor, as representative
for Charlotte BMX, Inc.

lbmx/j14/021689

CERTIFIED, A TRUE COPY OF THE ORIGINAL
BARBARA T. SCOTT, CLERK OF THE CIRCUIT
COURT, CHARLOTTE COUNTY, FLORIDA
BY Marion M. McAuliffe
DEPUTY CLERK

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LEASE AGREEMENT

This lease is made and entered into upon this 21st day of February, 1989, by and between Charlotte County, a political subdivision of the State of Florida, hereinafter referred to as Lessor, and Peter Taylor, the representative of a non-profit corporation, Charlotte BMX, Inc., hereinafter referred to as Lessee.

In consideration of the agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. Demised Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described real property located in Charlotte County, Florida, more particularly described as:

Section 9, Township 41 South, Range 23 East. A parcel 450' x 450' commencing at the intersection of Carmalita Street and the westerly section line of Section 9, Township 41 South, Range 23 East, for P.O.B. Extending 450 feet south of the southern boundary of Carmalita Street right of way along the westerly line of Section 9; thence 450 feet east; thence 450 feet north to the southern boundary of Carmalita Street right of way; thence 450 feet west along the southerly right of way of Carmalita Street, to the P.O.B., containing 4.65 acres, more or less.

2. Term. This lease shall be a term for five years beginning on the date of the signing of this lease which shall be the 21st day of February, 1989.

3. Renewal. Upon agreement of the parties, this lease may be renewed for a period of five years. Approval of Lessor may not be unreasonably withheld.

4. Use. Lessee will use and occupy the demised property solely for the purpose of a BMX bicycle track which shall be operated as a non-profit organization and for no other purpose. Lessee will not use or occupy the demise premises for any unlawful, disorderly or hazardous purpose.

5. Rental. Lessee shall pay to Lessor an annual rental of FIVE DOLLARS AND NO CENTS payable annually on the anniversary of this lease to Charlotte County, a political subdivision of the State of Florida.

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6. Assignment and Subletting. The Lessee shall not have the right to sublet the demised property or any part thereof, nor shall he have the right to assign said lease.

7. Maintenance of the Property and Buildings and Structures Located on the Property. Lessee shall be responsible during the said term of this lease for the maintenance of all structures that are located or shall be erected upon the property. Upon termination of the lease, Lessor shall have the right to reenter and resume possession of the demised premises. Lessee shall make all repairs to the demised premises caused by any negligent act or omission of Lessee or its employees or invitees.

8. Possession of Structures. As additional consideration for this lease, Lessee agrees that all improvements, structures or fixtures placed on the demised property will become the property of Lessor upon termination of this lease or upon the termination of any renewal of this lease, unless later modified in a signed written agreement between the parties to this lease.

9. Structure. Lessee shall submit plans of proposed structures to Lessor prior to the commencement of improvements or construction. Lessee shall not make improvements to the property without the prior written consent of the Director of Community Services, which consent shall not be unreasonably withheld or delayed. If any mechanic's lien is filed against the demised property, the structure or the land, for work or materials done for or furnished to Lessee (other than for work or materials supplied by Lessor), such mechanic's lien shall be discharged by Lessee within 10 days thereafter, at Lessee's sole cost and expense, by the payment thereof or by the filing of any bond required by law. If Lessee shall fail to discharge any such mechanic's lien, Lessor may, at its option, discharge the same and treat the cost thereof as additional rent hereunder payable with the annual installment of rent next becoming due; and such discharge by Lessor shall not be deemed to waive the default of Lessee in not discharging the same. Lessee will indemnify and hold Lessor harmless from and against all expenses, liens, claims or damages to person or property which may or might arise by reason of the making of any improvements. If any improvement is made without the prior written consent of the Director of Community

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Services, Lessor may correct or remove same, and Lessee shall be liable for all expenses so incurred by Lessor. All improvements shall remain upon and be surrendered with the demised property as part thereof at the end of the term hereof; provided, however, that Lessee shall have the right to remove, prior to the expiration of the term of this lease, all movable furniture, furnishings, or equipment installed at the demised property at the expense of Lessee. Should Lessor elect that installations installed by Lessee be removed upon the expiration or termination of this lease, Lessor shall give Lessee 30 days' written notice of such election, and Lessee shall remove the same at Lessee's sole cost and expense and if Lessee fails to remove same, Lessor may remove same at Lessee's expense together with any and all damages which Lessor may sustain by reason of such default by Lessee.

10. Indemnity and Public Liability Insurance. Lessee will indemnify and hold harmless Lessor from and against any loss, damage or liability occasioned by or resulting from any default hereunder or any willful or negligent act on the part of Lessee, its agents, employees, or invitees. Lessee shall obtain and maintain in effect at all times during the term of this lease a policy of comprehensive public liability insurance, naming Lessor as an additional insured, protecting Lessor and Lessee against any liability for bodily injury, death, or property damage occurring upon, in or about any part of the BMX complex, BMX track or the remaining demised property arising from any of the items set forth in this paragraph 9 against which Lessee is required to indemnify Lessor, which such policy is to afford protection to the limit of not less than \$500,000 with respect to bodily injury or death to any one person, to the limit of not less than \$1 million with respect to any one accident, and to the limit of not less than \$50,000 with respect to damage to the property of any one owner. Such insurance policy shall be issued by a responsible insurance company licensed to do business in the State of Florida. Neither the issuance of the insurance policy required under this lease nor the minimum limits specified herein with respect to Lessee's insurance coverage shall be deemed to limit or restrict in any way Lessee's liability arising under or from this lease. Lessee shall provide Lessor with a certificate of insurance annually.

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Lessee shall provide an insurance binder or contract representing a valid insurance policy before any improvement or use of the demised property. This insurance policy or contract must meet Lessor's approval. It is understood that during the construction phase of the operation, the general contractor will provide appropriate insurance which shall meet the requirements of this section. When the track is sanctioned by the National Bicycle League, the insurance policy shall be provided by the National Bicycle League, but such insurance policy shall still meet the requirements of this section.

11. Responsibility for Damage to the Demised Property. All injury or damage to the demised property caused by Lessee or its agents, employees, and invitees shall be repaired by Lessee at Lessee's sole expense. If Lessee shall fail so to do, Lessor shall have the right to make such repairs or replacement, and any cost so incurred by Lessor shall be paid by Lessee in which event such costs shall become additional rent payable with the installment of rent next becoming due under the terms of this lease. All injury or damage to the demised property caused by the willful or negligent act of Lessor or its agents or employees shall be the responsibility of Lessor and shall be repaired with due diligence and as soon as practical, at Lessor's sole expense, and in no event shall Lessee be liable for any such injury or damage caused by the willful or negligent act of the Lessor.

12. Liability for Damage to Personal Property of Persons. All personal property of Lessee, its employees, agents and invitees, on the demised property shall be and remain at their sole risk. Lessor shall not be liable for any damage to or loss of such personal property arising from any act of negligence of any person, or from any cause other than any damage or loss resulting directly from the negligence of Lessor, its employees or agents. Lessor shall not be liable for any interruption or loss to Lessee's business and shall not be liable for any personal injury to Lessee, its employees, agents, or invitees arising from the use, occupancy and condition of the demised property other than liability for those personal injuries resulting directly from the negligence of Lessor, its employees or agents.

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13. Bankruptcy or Insolvency. If a petition shall be filed either by or against Lessee in any court or pursuant to any federal, state, or municipal statute, whether in bankruptcy, insolvency, for the appointment of a receiver of Lessee's property or because of any general assignment made by Lessee of Lessee's property for the benefit of Lessee's creditors, then after the happening of any such event, (or in the case of any involuntary petition, then if such petition is not discharged within 90 days from the filing thereof), Lessor shall have the right, at its option, to terminate this lease by sending written notice to Lessee, in which event Lessor shall be entitled to immediate possession of the demised premises and to recover damages from the Lessee.

14. No Partnership. Nothing contained in this lease shall be deemed or construed to create a partnership or a joint venture of or between Lessor and Lessee or to create any other relationship between the parties hereto other than that of Lessor and Lessee.

15. Notices. All notices or other communications hereunder shall be in writing and shall be deemed duly given if sent by certified mail or registered mail, return receipt requested, postage prepaid to the Charlotte County Administrator, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, and to Lessee at 116 Tamiel Trail, Punta Gorda, Florida 33950, Peter Taylor, unless notice of change of address is duly given by either party pursuant to this paragraph.

16. Applicable Law. This lease shall be construed and enforced in accordance with the laws of Florida.

17. Use to be Non Profit. The organization used by the Lessee for its operations shall be a not-for-profit organization. All income received by the organization through the use of the leased property shall be used for the maintenance, overhead, improvement of the property, and the expenses incurred in the operation of the BMX track. The use of the property by the not-for-profit organization must promote a purpose that benefits the community interest and welfare and shall be used only as a BMX bicycle track unless Lessor's permission for a change of use is obtained.

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18. County Use. The property intended to be leased is not needed for County purposes.

19. Lessee's Purchase of Improvements. Lessee may, with the Lessor's agreement, purchase or obtain all improvements upon the demised property from Lessor at the termination of this lease.

20. Design Requirements of the Improvements.

Lessee shall:

(a) Design and build a BMX motorcross track that will be in accordance with the National Bicycle League standards. All berms will be paved with asphalt unless otherwise waived by Lessor.

(b) Install a sanctioned starting mechanism with paved starting area.

(c) Construct an elevated announcer stand sufficient to view participants at all times.

(d) Install a speaker system which will sufficiently cover the entire spectator area.

(e) Install adequate lighting should night races be conducted.

(f) Construct permanent sanitary facilities according to County Code requirements to serve a minimum of two people of each sex or as required to adequately serve the attendees at any particular event.

(g) Construct a structure which will be utilized to handle ticket sales, race entries, and trophy presentations.

(h) Fence the track area with a minimum of a four foot high chainlink fence.

21. Gate Receipts. Records of gate receipts of this facility shall be maintained for the entire period of this lease, and Lessor may examine such records at any reasonable time.

22. Overflow Parking. Lessor will allow the BMX track to utilize the parking which has been provided across the adjacent street at the Pop Warner Football site. Pop Warner Football and Little League Baseball shall have priority of use of the parking lot.

23. Structures. All structures, fencing, and improvements shall be in compliance with the appropriate Charlotte County Codes.

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24. Safety Protection. Lessee shall provide adequate safety protection for participants, attendees, and staff to prevent injury. This shall include, but not be limited to, providing adequate first aid treatment and ensure that transportation to the nearest hospital emergency room is available. Lessor does not take any responsibility for provisions for safety, and Lessee shall be solely responsible for such provisions.

25. Inspection. Lessor shall have free entry to the premises for inspection of the premises for compliance with this agreement.

26. Debris. Lessee shall maintain the premises in a sanitary manner ensuring that the leased premises and parking facility are kept free of any trash and debris at all times. It is the responsibility of Lessee to contract with a garbage disposal service for the removal of trash and garbage.

27. Change of Use. Any change in the expressed use of the property without the consent of Lessor will be cause for termination of the lease.

28. Termination. If Lessor or Lessee does not wish to renew the lease at the end of its term, it is the responsibility of the party wishing to terminate the lease to provide the other party with 60 days' written notice as provided herein.

29. Non-compliance with Terms of the Lease. If Lessor finds Lessee is not in compliance with the terms included herein, Lessee shall have ten days to correct the deficiencies. Deficiencies not corrected in ten days will be reason for stopping use of the property until corrections are implemented. Safety deficiencies found by Lessor to jeopardize the well-being of persons using the property will be reason for immediate suspension of the use of the property unless corrected at the time they are found.

30. Costs of Improvements. Lessee agrees to furnish all equipment, machinery, tools and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvements; and to do and perform all work on the improvement at Lessee's own cost.

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31. Sales and Use Tax. Lessee hereby covenants and agrees to pay monthly any sales, use or other tax, excluding state and/or federal income tax, now or hereafter imposed upon the rents by the United States of America, the State of Florida, or any political subdivision thereof, to Lessor, notwithstanding the fact that such statute, ordinance, or enactment imposing the same may endeavor to impose the tax upon lessor.

IN WITNESS WHEREOF, on the day and year first hereinabove written, the parties hereto have executed this lease and all exhibits hereto in a manner and form sufficient to bind them.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By Bill Burdick
Bill Burdick, Chairman
Board of County Commissioners
as governing body

ATTEST:
Barbara T. Scott, Clerk of
Circuit Court and Ex-officio
Clerk to the Board of County
Commissioners

By Barbara T. Scott
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Charles H. Webb
Assistant County Attorney

WITNESSES:

James R. [Signature]
Robert [Signature]

Peter Taylor
Peter Taylor, as representative
for Charlotte BHR, Inc.

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