

SUBLEASE AGREEMENT

Sublease Number 4490-01

THIS SUBLEASE AGREEMENT ("Sublease") by and between Indian River County, Florida, a political subdivision of the State of Florida, whose address is 1840 25th Street, Vero Beach, Florida ("County"), and Airmasters Radio Control Club, Inc., a Florida non-profit corporation, whose address is Post Office Box 701147, Vero Beach, FL Attn: President ("Airmasters" or "Tenant"), is dated December 13, 2005, but shall take effect upon receipt of approval by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida on this 13 day of December 2005 ("Effective Date").

BACKGROUND RECITALS:

A. The parties acknowledge that title to the North County Regional Park premises ("North County Premises") is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Board of Trustees") and is currently managed by Indian River County, Florida under Board of Trustees' Lease Number 4490.

B. The County as Licensor entered an annual License Agreement with Airmasters as Licensee effective November 12, 2002, for the use of a portion of the North County Premises more specifically described in Exhibit "A" attached hereto and made a part hereof ("Subleased Premises") and that License Agreement has been renewed annually; and

C. Airmasters now operates and proposes to continue to operate and maintain a radio control model airplane flying facility on the North County Premises that will provide a recreational facility for the citizens of Indian River County and serve a legitimate public purpose; and

D. The Board of Trustees, has previously provided written approval of the former License Agreement and has now provided written approval of the Sublease and the leasehold estate granted herein; and

E. Airmasters has asked the County to enter into a sublease agreement with a 20-year term that will allow Airmasters to maximize the value of the capital investments in the Subleased Premises heretofore made by Airmasters; and

F. In accordance with the request of Airmasters, the County desires to grant a subleasehold estate in the Subleased Premises to, and enter into a 20-year sublease with, Airmasters as Tenant; and

G. On the Effective Date of this Sublease, the License Agreement shall be deemed terminated.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. The County as landlord does hereby sublease to Airmasters, and Airmasters hereby subleases from County as landlord, the Subleased Premises on the terms and conditions set forth in this Sublease. The term of this Sublease is 20 years ("Initial Term"). Provided Tenant is not in default of any of the terms, conditions, or covenants under this Sublease, Tenant shall have the option to renew this Sublease ("Renewal Option") at the end of the Initial Term, for one (1) additional ten (10) year term ("Renewal Term"). Tenant must provide written notice of exercise of the Renewal Option to County at least one (1) year prior to the expiration of the Initial Term.

2. As rent for the Subleased Premises, Tenant shall pay to County the sum of two hundred (\$200.00) per year for each year during the Initial Term and the Renewal Term of this Sublease. Tenant shall pay any taxes that may be assessed in connection with this Sublease and in connection with Tenant's use of the Subleased Premises, including, but not limited to, sales and use tax, ad valorem tax, tangible property tax, and intangibles tax.

3. Tenant shall use the Subleased Premises for the limited purposes of operating and maintaining a radio-controlled model airplane flying facility; conducting radio-controlled model airplane flying events; and radio-controlled model airplane flying by members of the Tenant's "Airmasters Radio Control Club, Inc." and Tenant's invited guests. Tenant shall operate the radio control model airplane facility in accordance with all applicable state and federal laws, rules, and regulations, and all applicable Indian River County ordinances and policies. No person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use or operation of the Subleased Premises, or any of the programs of Tenant that are conducted in, on, or at the Subleased Premises, on the basis of age, gender, disability, race, color, creed, national origin, religion, or ancestry.

4. All improvements heretofore made by Tenant under the prior License Agreement have been and are hereby ratified and approved. In addition, Tenant shall make any other necessary improvements on the Subleased Premises in order to accommodate radio-controlled model airplane flying, at Tenant's sole expense. Any such improvements shall be subject to County's prior written approval. Tenant shall maintain such improvements as may be required by County. Tenant shall maintain the Subleased Premises in a clean condition during the term of this Sublease by promptly removing and properly disposing of all litter, rubble, trash, and debris.

5. County reserves unto itself the right to license, use, or allow the use of the Subleased Premises for any public purpose, provided such license or use does not unreasonably interfere with the operation of Tenant's radio control model airplane flying.

6. Any and all improvements made by the Tenant to the Subleased Premises shall become the property of the County at the time of expiration or termination of this Sublease. However, if any improvements made by the Tenant to the Subleased Premises remain after expiration or sooner termination of this Sublease, County may arrange for

their removal at Tenant's sole expense. County expressly reserves the right to review and approve or disapprove of any construction plans prior to application for any building permit.

7. During any federally, State of Florida, or locally declared disaster or other emergency, the County reserves the right to have the full and exclusive use of the Subleased Premises for as long as reasonably necessary as the County, in its sole discretion, acting as the Indian River County Emergency Services District, shall determine, for any and all appropriate governmental purposes in connection with such declared disaster or other emergency.

8. Tenant has provided a copy of the insurance certificates required by this Sublease to the County and to the Board of Trustees for March 31, 2005 through and including March 31, 2006. During each year of the Initial and Renewal terms of this Sublease, Tenant shall, at least ten (10) days prior to the expiration of the required insurance, provide to the County and to the Board of Trustees renewal certificates of the required insurance. The insurance required is commercial general liability insurance with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the County's and the Board of Trustees' risk managers, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage, including coverage for premises/operations, products/completed operations, contractual liability, and independent contractors, in accordance with Indian River County's Administrative Policy Manual. In the event Tenant acquires any vehicle or vehicles Tenant shall, at least ten (10) days prior to the use of such vehicle or vehicles in connection with Tenant's performance under this Sublease, provide to the County and to the Board of Trustees a certificate of business auto liability insurance with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the County's and the Board of Trustees' risk managers, in an amount not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned autos and other vehicles, hired autos and other vehicles, non-owned autos and other vehicles, in accordance with Indian River County's Administrative Policy Manual. The commercial general liability and auto liability insurance policies shall name Indian River County, a political subdivision of the State of Florida, and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida as additional insureds. In addition, if Tenant is required by law to maintain workers' compensation insurance Tenant shall, at least ten (10) days prior to the commencement of operations under this agreement, provide to the County and to the Board of Trustees a certificate of workers' compensation insurance, including employer's liability, with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to approval by County's and the Board of Trustees' risk managers, with a limit of \$100,000 per accident, \$500,000 disease (policy limit), and \$100,000 disease (each employee) in compliance with all state and federal laws, and in accordance with Indian River County's Administrative Policy Manual. Tenant shall provide to the County at least thirty (30) days' written notice by registered mail, return receipt requested, addressed to County's and the Board of Trustees' risk managers, prior to cancellation or modification of any required insurance. Tenant shall cause any contractor or subcontractor performing any work on the Subleased Premises to provide to County and to the Board of Trustees certificates of insurance under the same conditions and with the same policy limits as required of the Tenant.

9. Tenant shall indemnify and hold harmless the County and the Board of Trustees, and their respective officers, employees and agents, from and against any and all claims, damages, liabilities, costs (including attorney's fees), third party claims, judgments, and expenses to persons or property that may arise, directly or indirectly, from any negligent, reckless, or intentional act or omission of Tenant, or of Tenant's officers, employees or agents, in the operation of the Subleased Premises, or otherwise in connection with this Sublease.

10. Tenant shall provide all crowd control personnel and devices necessary, to County's satisfaction, to maintain crowd control and traffic safety during any radio-controlled model airplane flying event. Tenant has posted, and acknowledges and agrees that it shall post continuously throughout the entire term of this Sublease, conspicuous signs stating "MODEL AIRPLANE FLYING BY MEMBERS OR GUESTS OF THE AIRMASTERS RADIO CONTROL CLUB ONLY"

11. Tenant shall repair, cause the repair, or reimburse the County for the repair of, any damage to County's property caused by Tenant or Tenant's members, guests, invitees, licensees, or permittees.

12. Tenant shall not permit the possession or consumption of alcoholic beverages or any controlled substance by any person on the Subleased Premises. Tenant shall not use or permit the use of the Subleased Premises or any part thereof for any unlawful purpose or offensive use.

13. Tenant shall provide sanitation and adequate restroom facilities, in accordance with all applicable laws and regulations and to the County's satisfaction, for persons attending the Tenant's events.

14. Upon termination of this Sublease, Tenant shall restore the Subleased Premises to the condition in which it was at the commencement of this Sublease except as otherwise set forth herein.

15. Tenant shall distribute to its members and local law enforcement agencies having jurisdiction of the Subleased Premises rules of the Airmasters Radio Control Club, a copy of which is attached hereto as Exhibit "B."

16. Tenant's and Tenant's members' and guests' operation of radio control powered model airplanes at the Subleased Premises shall be only between the hours of 9:00 a.m. or commencing at the opening time of the North County Regional Park, whichever is earlier, and 8:00 p.m. Tenant shall ensure that all model airplanes are tested and metered to operate within the decibel guidelines of the Academy of Model Aeronautics before flying or allowing the flying of any model airplane.

17. This Sublease is subordinate to and subject to the provisions of that certain Lease Agreement [Lease 4490] between the Board of Trustees of the Internal

Improvement Trust Fund of the State of Florida and Indian River County dated June 3, 2005. This Sublease is conditioned upon the County's leasehold in the Subleased Premises, and upon written approval by the Bureau of Public Lands Administration, Division of State Lands, on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. This Sublease shall terminate automatically upon early termination or a conveyance of Lease 4490 or upon a withdrawal of consent by the Board of Trustees for this Sublease.

18. County shall have the right to terminate this Sublease upon the occurrence of any of the following (each an "Event of Default"): 1) Loss of non-profit corporation status by Tenant; 2) Abandonment by Tenant of the Subleased Premises; 3) Default of, non-performance of, or other non-compliance with, any term, covenant or condition of any nature whatsoever under this Sublease to be performed by Tenant; or 4) Failure to pay when due any rent, or any other expense which could result in a lien being placed upon the Subleased Premises. Upon the occurrence of an Event of Default, the County shall send a written notice to Tenant, in the manner set forth in this Sublease, setting forth the Event of Default in specific detail and the date this Sublease shall terminate in the event Tenant does not cure the default. Within thirty (30) days following receipt of a default notice, Tenant shall have cured the default to the reasonable satisfaction of County. In the event Tenant fails to cure the Event of Default within thirty (30) days, this Sublease shall be deemed to be terminated with no further action by the County, other than providing final written notice to the defaulting party that the Event of Default has not been cured and that the Sublease is terminated.

19. Tenant shall not, in any manner, assign, transfer, mortgage, pledge, encumber, or otherwise convey an interest in this Sublease, or sublet the Subleased Premises or any part thereof (any one of the foregoing events hereinafter referenced as an "Assignment"), without the prior written consent of County which consent may be granted, conditioned, or withheld at County's sole discretion for any reason. Any such attempted Assignment without County approval shall be null and void.

20. In the event there arises any dispute or litigation over the terms and conditions of this Sublease, each party shall bear its own attorney's fees, costs, and expenses to resolve that dispute.

21. Any notices which are required, or which either party may desire to serve upon the other parties, shall be in writing and shall be deemed served when hand delivered, or when actually received via U.S. Mail, postage prepaid, return receipt requested, addressed to the parties at:

Tenant:
Attn: Gary Roy, President, Airmasters
1182 Persian Lane
Sebastian, FL 32958

County:
Attn: Jim Davis, Public Works Director
1840 25th Street
Vero Beach, FL 32960

These addresses may be changed by any party by providing written notification to the other parties.

22. If and so long as Tenant performs all of its obligations under this Sublease, County covenants that Tenant shall and may quietly hold and enjoy the Subleased Premises, subject to any applicable laws, ordinances, and governmental regulations, and to any governmental actions, and to any taking under the power of eminent domain.

23. This Sublease shall be governed by the laws of the State of Florida and any and all legal action instituted because of this Sublease shall be instituted in Indian River County.

24. Each right, power and remedy of the County and Tenant provided for in this Sublease shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Sublease or now or hereafter existing at law or in equity or by statute or otherwise. The failure of either party to insist upon compliance by the other party with any obligation, or exercise any remedy, does not waive the right to so in the event of a continuing or subsequent delinquency or default. A party's waiver of one or more defaults does not constitute a waiver of any other delinquency or default. County's acceptance of rent does not waive any uncured delinquency or default by Tenant.

25. This Sublease incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings of any nature whatsoever concerning the subject matter of the Sublease that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

26. If any term, covenant or provision of this Sublease, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable for the remainder of this Sublease, then the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each and every other term and provision of this Sublease shall be deemed valid and enforceable to the fullest extent permitted by law.

27. This Sublease may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute but one and the same instrument.

28. The Background Recitals are true and correct and form a material part of this Sublease.

29. The parties acknowledge and agree that: Tenant paid a two hundred dollar (\$200.00) fee under the License Agreement in February of 2005; and the annual rent due under this Sublease shall be payable on or before February 1 of each year of the Initial Term and the Renewal Term of this Sublease.

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be executed by their respective duly authorized representatives on the dates indicated below, as follows:

INDIAN RIVER COUNTY, FLORIDA
BY ITS Board of County Commissioners

Kimberly E. Massung
Witness
Kimberly E. Massung

Print/Type Name

Reta M. Smith
Witness

Reta M. Smith
Print/Type Name

By Thomas S. Lowther
Thomas S. Lowther,
Title: Chairman

(OFFICIAL SEAL)

BCC approval date: 12-13-05

Attest: J. K. Barton, Clerk

By Maria Huesz
Deputy Clerk

Approved:

Joseph A. Baird
Joseph A. Baird
County Administrator

Approved as to form and legal
sufficiency:

Marian E. Fell
Assistant County Attorney

Airmasters Radio Control Club, Inc.
a Florida non-profit corporation

By Gary Roy
Gary Roy, President

Sandra L. Wright
Witness to both
SANDRA L. WRIGHT
Print/Type Name

Lea Keller
Witness to both
LEA KELLER
Print/Type Name

Airmasters Radio Control Club, Inc.,
a Florida non-profit corporation

By Harold F. Good
Harold F. Good, President Emeritus

Date: 12/6/05

(Corporate Seal)

Consented to by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida on the 28th day of December, 2005.

Gloria C. Nelson

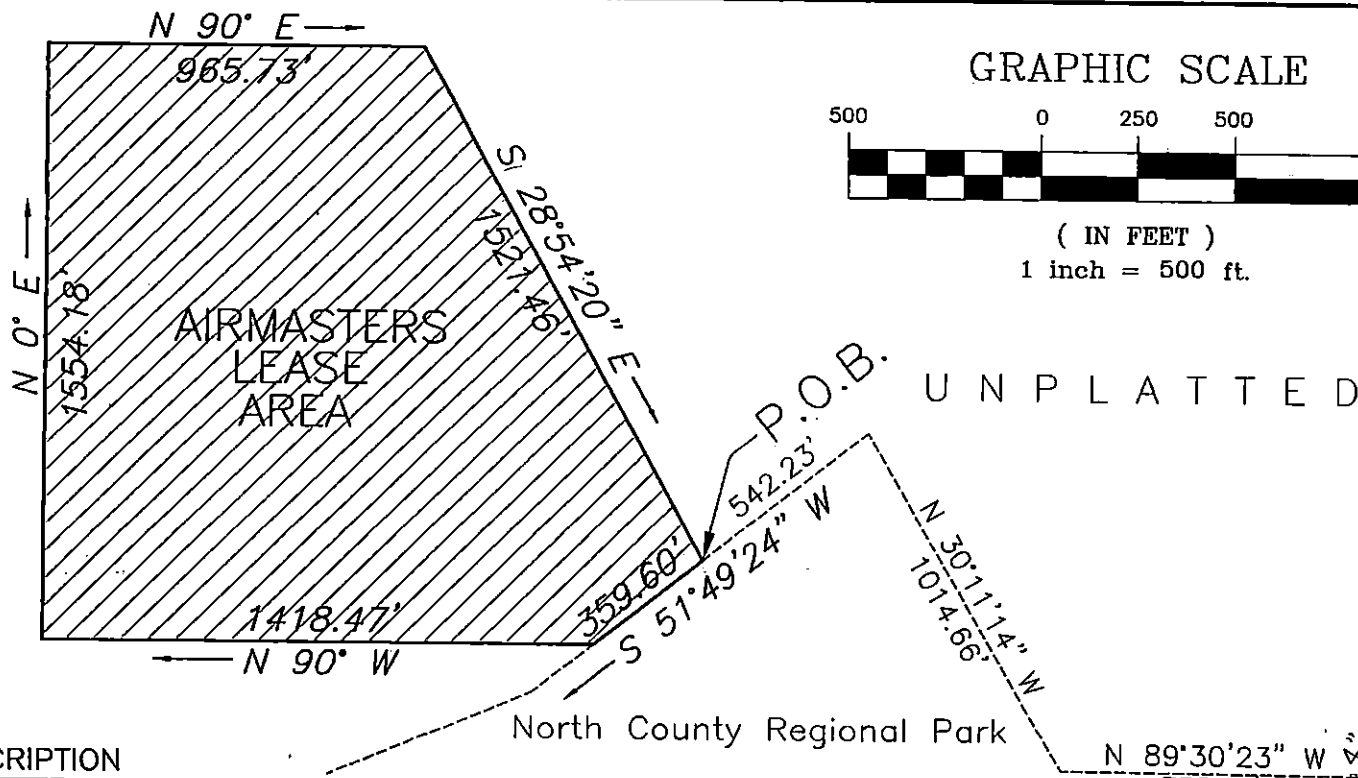
Gloria C. Nelson, Operations and
Management Consultant Manager, Bureau of
Public Land Administration, Division of
Lands, Department of Environmental
Protection

Approved as to Form and Legality

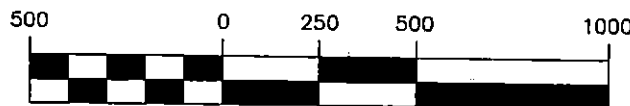
By:

Frank J. Husi
DEP Attorney

UNPLATTED



GRAPHIC SCALE



(IN FEET)

1 inch = 500 ft.

UNPLATTED

North County Regional Park

LEGAL DESCRIPTION

Commence at the center of Section 22, Township 31 South, Range 38 East and run N 0°26'15" E, along the 1/4 section line, a distance of 663.39 feet to a concrete monument on the North line of the South 1/2 of the South 1/2 of the Northeast 1/4 of said Section 22. Then run N 89°30'23" W, along the said North line, a distance of 758.86 feet to a point. Then run N 30°11'14" W a distance of 1,014.66 feet to a point. Then run S 51°49'24" W a distance of 542.23 feet to the POINT OF BEGINNING. Then continue S 51°49'24" W a distance of 359.60 feet to a point. Then run N 90° W a distance of 1,418.47 feet to a point. Then run N 0° E a distance of 1,554.18 feet to a point. Then run N 90° E a distance of 965.73 feet to the POINT OF BEGINNING. Contained 2,122,725.47 square feet, or 48.73 acres, more or less. Now lying in Indian River County, Florida.

CERTIFICATION

I, Charles A. Cramer, hereby certify that I am a registered Professional Surveyor and Mapper licensed to practice in the state of Florida, that this sketch was made under my immediate supervision, and that it is accurate and correct. I further certify that this sketch meets the Minimum Technical standards as described in Chapter 61G17 of the Florida Administrative Code, pursuant to F.S. Chapter 472.

Charles A. Cramer 4 Nov. 2002

Charles A. Cramer, P.S.M. Reg. #4094
Indian River County Surveyor

1840 25th Street, Vero Beach, FL 32960
(772) 567-8000

Date

THIS IS NOT A SURVEY
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PREPARED FOR INDIAN RIVER COUNTY ENGINEERING DEPARTMENT

P.O.C.
4"x4" C.M. Fd.
Center Section
22-31-38

EXHIBIT "A"

ACAD DWG. FILE: ncpar\airmasters.dwg Plotted 11-04-02

AIRMASTERS R/C CLUB
FIELD RULES

ELIGIBILITY:

- .. Each flyer must be an AMA member.
- .. All flying must be in accordance with the Official AMA Safety Code.

I. FIELD SAFETY:

- .. Flying is permitted over all areas of the field except the NO FLYING ZONE as shown on the official club map of the field.
- .. All flying must be done from the runway area. No other area is to be used.
- .. Before taking off a pilot must advise other flyers in the air before moving onto the runway.
- .. Immediately after take off pilots must move off the runway to a flying position at least 25 feet from the edge of the runway, and at least 15 feet from other pilots.
- .. The first turn after take off must be made away from the pit and spectator areas.
- .. A maximum of four aircraft are allowed in the air at one time.
- .. All spectators must remain behind the designated flight line.
- .. Planes must not be taxied through the pit areas.
- .. When flying, pilots must ALWAYS keep themselves between the aircraft and the pit/spectator area.

II. FREQUENCY CONTROL:

- .. All transmitters must be placed in the impound area when not in use. Be sure the switch is OFF.
- .. Frequency clothespins must be attached to the transmitter and your AMA card inserted in the slot before turning the transmitter on. The pin must remain on the transmitter while flying and until the transmitter is returned to the impound area and turned OFF.
- .. Official frequency numbers and flags are required on all transmitters.
- .. Clothespin use is limited to 15 minutes when others are waiting to fly on that frequency.
- .. Look at other airplanes flying for unusual behavior when you first turn on your transmitter.
- .. If any member causes a crash or loss of plane because rules 1 and 2 above were not complied with, it shall be his responsibility to make restitution to the plane's owner that is agreeable to both parties.

I. NOISE CONTROL:

Mufflers or tuned pipes are required on all engines .090 and larger (except 4 cycle).
Breaking in engines is not allowed in the pit area.

EXHIBIT "B"