## **HUNTING LEASE**

This lease is made and entered this 6<sup>th</sup> day of November, 2020 by and between COLUMBIA COUNTY, a political subdivision of the State of Florida ("Lessor") and KIRK KOON, ("Lessee") whose address is PO BOX 2712, Lake City, Florida 32056.

A. Subject to the terms and conditions set forth in this document Lessor does hereby grant to Lessee the right to access and hunt deer which may be found upon and harvested from the following property described as:

Columbia County Parcel ID Nos:

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24-3S-16-02274-000 (170 acres)
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19-3S-17-05070-001 (94 acres)

24-3S-16-02273-199 (93 acres)

19-3S-17-05070-000 (61 acres)

25-3S-16-02284-099 (16-acre portion north of NW Bascom Norris Drive only)

19-3S-17-05070-005 (20 acres)

30-3S-17-05838-001 (22-acre portion north of NW Bascom Norris Drive only)

30-3S-17-05839-002 (6-acre portion north of NW Bascom Norris Drive only)

TOTAL ACREAGE, M/L: 482 Acres

- B. The term of this lease shall end on January 31, 2021.
- C. The Lessee hereby agrees to:
  - 1. Pay to the Lessor the sum of approximately \$ 3.11 per acre, totaling \$ 1,500.00, payable in full on the date of execution of this Lease.
  - 2. Engage in still hunting of deer only and not permit any hunting of any other species or any hunting of any kind involving the use of dogs.
  - 3. Abide by all state and federal hunting regulations.
  - 4. Be personally responsible for the actions and activities of all persons hunting under this lease and to act as a representative in matters regarding all activities carried out under this lease.
  - 5. Maintain proper safety procedures regarding firearms, particularly by seeing that all firearms are unloaded while in vehicles or in vicinity of any buildings.
  - 6. Maintain proper vigilance aimed at preventing fires or damage by other means to the leased area.
  - 7. See that vehicles are driven only on established roads and to see that all gates are kept locked and secured and left as originally found.
  - 8. Remove all structures placed or constructed by Lessee from the lease area at termination of this lease unless prearranged with Lessor.
  - 9. Provide the Lessor with a current certificate of insurance covering the Lessor, Lessee and all guests of the Lessor against damages and liabilities. Coverage shall be in at least the amount of \$1,000,000.
  - 10. Abide by any and all written rules and regulations of the Columbia County Landscaping or Parks and Recreation Departments as supplied from time to time.

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- D. The Lessor hereby agrees:
  - 1. That only the Lessee and Lessee's guests shall have hunting rights on the leased area during the term of this lease
- E. Landscape, maintenance, agricultural, or forestry practices are necessary on the premises and take precedence over the rights given in this agreement. Hunting shall not interfere with any such practices. In the interest of mutual safety, the parties shall confer with one another in the event of any anticipation of conflicting uses.
- F. It is mutually agreed that failure to abide by the terms and stipulations above by any person present on the leased area under this lease will constitute cause for the forfeiture of all hunting rights, deposits or fees.
- G. Lessee shall not assign or otherwise convey any rights granted by this agreement to other persons without the expressed written consent of the Lessor.
- H. The addresses of the parties hereto for the communication of notices are, unless altered by written notice, as follows:
  - 1. For the Lessor:

Columbia County Landscape Dept.
Clint Pittman, Director
341 SE Charmont Lane
Lake City, FL 32025
386-719-7545
clint\_pittman@columbiacountyfla.com

For the Lessee:

KIRK KOON PO BOX 2712 Lake City, Florida 32056 386-288-6875

[NOTE: Lessee should provide at least one telephone number where Lessee can be reached at all times.]

- I. This agreement is not subject to renewal.
- J. In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, all other provisions and this agreement shall be constructed as if such invalid, illegal, or unenforceable provision has never been contained herein.

[REMAINDER OF PAGE BLANK]

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K. Lessee recognizes the inherent dangers associated with hunting, both natural and human-created. Lessee recognizes that accidents involving firearms, ammunition, falling trees, hidden ground openings, poisonous plants and animals and various other dangers may forcibly occur on the premises aforementioned. Lessee acknowledges his/her recognition of these dangers and the possible existence of dangerous physical conditions upon the premises such as, but not limited to, those described on the enclosed map. With the aforementioned recognitions in mind, Lessee agrees to indemnify and hold harmless Lessor and Lessor's officers, employees, and agents from any and all claims, suits, losses, personal injuries, deaths, property liability and all other liability resulting directly or indirectly from or on account of hunting activities engaged in by Lessee or Lessee's guests on the premises heretofore mentioned, said obligation to indemnify extending to the reimbursement of Lessor for all expenses and suits including but not limited to, judgements, attorney's fees and court costs.

The liability release in section K must appear on the same page as Lessee's signatures. It is the Lessor's responsibility to insure that Lessee(s) has read and understood its meaning.

Executed this 6<sup>th</sup> day of November 2020.

LESSEE	COLUMBIA COUNTY, FLORIDA
Grand Go	Mo
	Toby Witt, Chair
Print: KIRK KOON	T
	ATTEST:
	James M. Swisher, Jr., Clerk

All hunters who will be making use of the premises must sign the lease agreement. Add signature lines for Lessee as necessary.

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