

Northwest Florida Modelers, Inc and Escambia County, FL
Lease Agreement

NON-EXCLUSIVE LICENSE AGREEMENT

THIS LICENSE AGREEMENT (Agreement) is made and entered into this 19th day of November, 2002 by and between Escambia County, Florida, a political subdivision of the State of Florida, whose address is 223 Palafox Place, Pensacola, Florida 32501 (County), and Chapter No. 55 of the Academy of Model Aeronautics, Inc. whose address is c/o 5980 Pawnee Drive, Pensacola, Florida 32526 (Chapter 55), and the parties agree that:

1. **ACCESS TO THE PROPERTY.** The County grants to Chapter 55 the right to enter upon the real property known as the Beulah Landfill (see OR Book 3555, Page 866 and OR Book 3869, Page 979 of the Official Records of Escambia County, Florida) with access over Jamesville Road, (Property).

Chapter 55 can enter upon the property at the gates on Jamesville Road and travel along a dirt road to the north end of the Beulah Landfill site. The County grants the right to use the north end of the Beulah Landfill site and the borrow pond located at the northeast corner of the Beulah Landfill site; see Exhibit A, attached and incorporated by reference, for the location of the road, entry gate; and Exhibit B for the area Chapter 55 are given permission to use.

2. **TERM.** The term of the Agreement is ten years, beginning December 1, 2002, and ending November 30, 2012. If Chapter 55 wants to extend the term of the Agreement for a second ten-year term, Chapter 55 must bring the matter before the Board of County Commissioners for approval. It is expressly understood by Chapter 55 that proof of insurance coverage and chapter status must be provided to the County annually.

3. **USE.** Chapter 55 is a registered chapter of the Academy of Model Aeronautics, Inc. and its members include the following Florida non-profit corporations:

Pensacola Aeromodelers, Inc. 5980 Pawnee Drive Pensacola, Florida 32526;
Northwest Florida Modelers, Inc., P.O. Box 6455, Pensacola, Florida 32503; and
Pensacola Free Flight Team, Inc., 984 Williams Ditch Road, Cantonment, Florida 32533.

As non-profit Florida corporations become chartered clubs in Chapter 55, each club will appoint a representative to ensure compliance with the Agreement.

Chapter 55's purpose is to stimulate and promote active interests in the building and operating of model aircraft, boats, and cars in the Northwest Florida area, to promote a feeling of fellowship and establish closer relations among people interested in models, to encourage sportsmanlike conduct in all modeling activities, to conduct contests, demonstrations and other activities designed to further the interests and satisfaction of modelers, and to stimulate and encourage the participation of juniors in all phases of model aircraft, boats and cars.

The use of the Property will be limited to the operation of radio controlled models, meetings, clinics and demonstrations, and other uses necessary and incidental to these uses. No member of the public will be arbitrarily excluded from membership in Chapter 55 nor arbitrarily prohibited from reasonable use and access to the Property; provided, however, no person will be allowed to operate any type of radio controlled models on the Property unless that person holds and possesses a current flying license or other operation license issued by the Academy of Model Aeronautics; and further provided, however, that no person will be allowed to operate any type of model on the Property

Northwest Florida Modelers, Inc and Escambia County, FL Lease Agreement

unless that person is a current member in good standing of Chapter 55. All persons operating any type of models from the Property are subject to and must comply with the safety regulations promulgated by the Academy of Model Aeronautics and Chapter 55.

Chapter 55 must restrict operation times to 7:30 a.m. until 8:30 p.m., or until dark, whichever occurs sooner.

Fly-overs must not endanger the safety of County workers who may be on the Property, and fly-overs are prohibited in any area where there are residential dwellings.

It is the duty of Chapter 55 to provide rules and regulations reflecting the content of the Agreement to all members utilizing County's Property. A copy of the rules and regulations must be provided to the County Administrator or designee.

4. IMPROVEMENTS AND SIGNS. Chapter 55 must obtain prior written approval and consent of the County Administrator or designee before making any alterations to the Property. Any improvements approved by the County Administrator or designee become the property of the County if the improvements remain on the Property when the License is terminated.

Chapter 55 cannot erect any signs or other advertisement or notices on the Property without the specific written approval of the County Administrator or designee.

5. INSURANCE AND INDEMNIFICATION. Chapter 55 has chapter status with the Academy of Model Aeronautics, Inc. (Academy) and Chapter 55 activities are insured through the Academy. Insurance coverage can be no less than that required by the County and provided by the Academy.

Chapter 55 agrees to indemnify and pay on behalf of the County, as well as provide a legal defense for County, both of which will be done only if and when requested by County, for all claims, suits, actions, damages, penalties, interest, liability and expenses in connection with the loss of life, bodily or personal injury, environmental damage or liability, and property damage, resulting from Chapter 55's use of the Property.

6. ADDITIONAL CLUBS. Before clubs can be added to the Chapter, Chapter 55 must obtain the permission of the County Administrator or designee. Chapter 55 must provide the County Administrator or designee with evidence that proposed additional clubs meet the requirements and approval of the Academy of Model Aeronautics, Inc.

7. TERMINATION. The Agreement is personal to Chapter 55 and may not be assigned or transferred. The County has the right to terminate the Agreement on ten days written notice to Chapter 55 at the following address: 5980 Pawnee Drive, Pensacola, Florida 32526. Chapter 55 agrees to notify the County in the event it wishes to relinquish its rights under the Agreement, by written notice sent to: County Attorney's Office, 14 West Government Street, Room 411, Pensacola, Florida 32501.

If Escambia County sells or conveys all or a portion of the Property, the Agreement will terminate.

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Lease Agreement

8. **DISCLAIMER.** Chapter 55 is aware that the Property is a closed landfill and specifically agrees that it will enter and exit along the dirt roads designated on Exhibits A and B and will utilize only those portions of the Property outlined in Exhibit A and B, including the northeast borrow pond. Chapter 55 will provide a chain and lock to be attached to the County's chain and lock so that either party can access the Property independently.

The County does not warrant or represent that the Property is safe or suitable for the purpose for which Chapter 55 is permitted to use it, and Chapter 55 assumes all risks in its use.

Signed, sealed and delivered in the presence of:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

By: Marie Young
Marie Young, Chairman



ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: Doris Davis
Deputy Clerk

BCC Approved: 11-19-2002

Pensacola Aeromodelers, Inc., a Florida non-profit corporation, registered as Chapter No. 55 of the Academy of Model Aeronautics, Inc.

Witness Tony Stillman
Print Name Tony Stillman

Witness Ben Pham
Print Name BEN PHAM

By: Rae W. Fritz
Rae W. Fritz, Its President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of November, 2002, by Rae W. Fritz as President of Pensacola Aeromodelers, Inc. He is personally known to me, produced current _____ as identification.



ESTHER D. GLENN
My Comm. Exp. 12/6/2002
No. CC 735894
 Personally Known Other I.D.

Esther D. Glenn
Signature of Notary Public

ESTHER D. GLENN
Printed Name of Notary Public

(Notary Seal)

Northwest Florida Modelers, Inc and Escambia County, FL
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Northwest Florida Modelers, Inc.
P.O. Box 6455
Pensacola, Florida 32503

Witness *Tony Stillam*
Print Name Tony Stillam

Witness *BEN PHAM*
Print Name BEN PHAM

By: *Bobby Franks*
Bobby Franks, Its President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of November, 2002, by Bobby Franks as President of Northwest Florida Modelers, Inc. He is personally known to me, produced current FLORIDA DRIVER LICENSE as identification.



ESTHER D. GLENN
My Comm. Exp. 12/8/2002
No. CC 795894
 Personally Known Other I.D.

(Notary Seal)

Esther D. Glenn
Signature of Notary Public

ESTHER D. GLENN
Printed Name of Notary Public

Pensacola Free Flight Team, Inc.
984 Williams Ditch Road
Cantonment, Florida 32533

Witness *Tony Stillam*
Print Name Tony Stillam

Witness *BEN PHAM*
Print Name BEN PHAM

By: *Robert Junk*
Robert Junk, Its President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of November, 2002, by Robert Junk as President of Pensacola Free Flight Team, Inc. He is personally known to me, produced current FLORIDA DRIVER LICENSE as identification.



ESTHER D. GLENN
My Comm. Exp. 12/8/2002
No. CC 795894
 Personally Known Other I.D.

(Notary Seal)

Esther D. Glenn
Signature of Notary Public

ESTHER D. GLENN
Printed Name of Notary Public