

LEASE AGREEMENT BETWEEN ESCAMBIA COUNTY
AND
ESCAMBIA RIVER MUZZLE LOADERS, INC.
AND
ERML SPORTSMENS' FOUNDATION, INC.

THIS LEASE AGREEMENT is made and entered this 21st day of May, 2009 by and between Escambia River Muzzle Loaders, Inc., a Florida non-profit corporation and ERML Sportsmens' Foundation, Inc., a Florida non-profit corporation (collectively "ERML"), whose address is P.O. Box 333, Cantonment, Florida 32533, and Escambia County, a political subdivision of the State of Florida ("County"), whose address is 221 Palafox Place, Pensacola, Florida 32502.

WITNESSETH:

1. Property Leased. The County leases to ERML property located on Rocky Branch Road, Pensacola, Florida, more particularly described in the attached Exhibit A ("Property").
2. Obligations of Lessees. Escambia River Muzzle Loaders, Inc. and ERML Sportsmens' Foundation, Inc. shall be jointly and severally liable for all obligations arising out of this Lease.
3. Term. The initial term of the Lease shall be for twenty (20) years, commencing on May 21, 2009 (Effective Date).
4. Rent. ERML shall pay to the County as rent the sum of One Dollar (\$1.00) per year.
5. Construction of Improvements. ERML shall construct on the Property, at its sole expense, a state-of-the-art firearms range that conforms with the safety, noise attenuation, and other design and construction standards described in *The Range Source Book*, as published by the National Rifle Association in January 2004, which is incorporated by reference. A conceptual drawing of the firearms range to be constructed by ERML is attached as Exhibit B. ERML shall provide to the County with its final Site Plan an independent certification that the Site Plan complies with the above-referenced design and construction standards. ERML shall proceed with the construction of the firearms range in accordance with the schedule attached as Exhibit C. Following completion of the construction of the firearms range, any new permanent improvements shall only be constructed on the Property pursuant to an amendment to this Lease. ERML shall be responsible for obtaining all development reviews, approvals, and permits necessary for any construction or improvements. Title to any improvements constructed on the Property by ERML shall vest with the County upon termination or expiration of this Lease.
6. Maintenance and Utilities. ERML shall be responsible for all maintenance of the Property and for ensuring that the Property is kept in a neat, safe, and orderly condition. ERML shall be responsible for all utility service charges.

7. Inspection. ERML shall regularly inspect the Property and any improvements and promptly correct and notify the County of any situation that would reasonably be perceived to present a danger or hazard to persons or to the Property. ERML accepts the Property "as is" on the Effective Date of this Lease with no warranties regarding suitability of use.

8. Indemnification. ERML shall hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to ERML's use or possession of the Property.

9. Insurance. During the term of this Lease ERML shall provide and maintain, at its expense, insurance in the types and limits listed below:

Property loss insurance covering any damage sustained by the Property or any improvements, whether occasioned by fire, windstorm, flood, or other hazard or casualty, or act of God. Limits of coverage shall be the replacement cost for all structures.

Commercial general liability insurance with minimum limits of coverage in the amount of One Million Dollars (\$1,000,000), per occurrence/aggregate, including coverage parts for bodily injury, personal injury and death, broad form property damage, blanket contractual liability covering the Lease, independent contractors, premises/operations, products and completed operations, and fire.

All insurance carriers must be rated "A," VII or higher by the most recently published edition of A.M. Best rating guide. Escambia County shall be an additional insured under all policies. Required insurance shall be documented in certificates of insurance that reflect Escambia County as certificate holder. The insurance coverage and limits shall be evidenced by properly executed certificates of insurance submitted to Michael Watts, Risk Manager, Post Office Box 1591, Pensacola, Florida 32597. Certificates of insurance must expressly reflect that the policies have been endorsed to give the County at least thirty (30) days notice before any cancellation or reduction in insurance coverage takes effect. All liability coverage shall be through carriers licensed to do business in the State of Florida. Certificates of insurance will be satisfactory to the County with all succeeding coverage and carriers to be consecutive to prior coverage.

ERML agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Lease. All insurance coverage of ERML must be primary to any insurance or self-insurance carried by the County. The acceptance by the County of any certificate of insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the certificate of insurance is in compliance with the Lease.

No provision of this Lease shall be construed, or in any way is intended to be construed, as a waiver of the County's sovereign immunity or any other limitation of liability. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

10. Use of Premises. ERML shall use the Property solely for the operation of a recreational firearms range and for no other purpose. Additional restrictions on use of the Property are attached as Exhibit D.

11. Environmental Contamination. ERML shall operate the firearms range on the Property in accordance with *Best Management Practices for Lead at Outdoor Shooting Ranges* as published by the United States Environmental Protection Agency, which is incorporated into this Lease by reference. Nothing in this Lease shall be construed to release ERML from its obligation under any previous agreement to return the Property to the County upon termination or expiration of the Lease in as good or better condition as existed immediately prior to the date when ERML first occupied the Property. Any obligation of the County to reimburse ERML for the costs of improvements on the Property shall be conditioned on ERML's reducing environmental contamination on the Property to levels required by federal and state environmental laws and regulations.

12. Termination. Either party may terminate this Lease for cause by providing at least ninety (90) days written notice to the other party. Upon issuance of notice of termination for cause, ERML shall cease all firearms operations on the Property until the County verifies in writing that the circumstances precipitating the notice have been satisfactorily resolved. Either party may terminate this Lease for convenience by providing at least 180 days written notice to the other party; provided, however, that if this Lease is terminated for the convenience of the County, the County shall reimburse ERML for a portion of the improvements, approved by the County and constructed subsequent to the Effective Date of this Lease, in accordance with a straight-line amortization of ERML's actual costs over a twenty (20) year period, as illustrated in Exhibit E.

13. Rent, Notices and Correspondence. Rent, notices and correspondence to the County and ERML under this Lease will be addressed to, mailed, or delivered to the following:

COUNTY:

County Administrator or designee
Escambia County, Florida
221 Palafox Place
Pensacola, Florida 32502

With a copy of notices and
correspondence to:
County Attorney

ERML :

Sheldon Wade, President
Escambia River Muzzle Loaders, Inc.
P. O. Box 333
Cantonment, Florida 32533

ERML SPORTSMENS' FOUNDATION, INC.:

Michael Roberts, President
ERML Sportsmens' Foundation, Inc.
P. O. Box 333
Cantonment, Florida 32533

Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

Notices will be delivered personally or by U.S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight mail will be deemed to have been delivered on the next day. Each party may change its address from time to time by written notice to the other as specified above.

14. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Property for the purpose of inspecting and observing the use of the Property, as long as such inspections and observations do not unreasonably interfere with ERML's use of the Property.

15. Compliance with Laws. ERML agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its use.

16. Entire Agreement. This Lease contains the entire agreement between the parties and, except as provided in this Lease, supersedes all prior oral and written agreements between them regarding the Property. This Lease may be modified only by an amendment in writing, dated and signed by the County and ERML after the date of this Lease. ERML acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed this Lease.

17. Assignments and Subleases. This Lease shall not be assigned or subleased.

18. Dispute Resolution. Each party shall bear its own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding related to this Lease or ERML's use of the Property. Venue for any litigation or dispute resolution proceeding shall be in Escambia County, Florida.

19. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

20. Taxes. ERML shall be responsible for all taxes assessed against the Property, improvements, or otherwise arising out of this Agreement.

21. Miscellaneous. The captions, headings and paragraph titles in this Lease are for the convenience of reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any paragraph of this Lease. If any provision of this Lease or the its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The parties agree this Lease

shall be construed in accordance with the laws of the State of Florida and shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared the Lease.

IN WITNESS WHEREOF, the County and ERML have caused this Lease to be executed by their duly authorized representative as of the day and year first above written.

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

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Marie Young
Marie Young, Chairman

Aoris Harris
Deputy Clerk

This document approved as to form
and legal sufficiency.

By Sheldon Wade
Title Asst. County Attorney
Date May 21, 2009

BCC APPROVED 05-21-2009

Witness Dianne Taylor
Print Name Dianne Taylor

Escambia River Muzzle Loaders, Inc.

Witness Pat Chunn
Print Name Pat Chunn

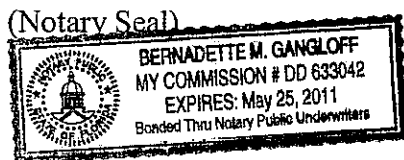
Sheldon Wade
By: Sheldon Wade, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of May, 2009, by Sheldon Wade as President of the Escambia River Muzzle Loaders, Inc., a Florida non-profit corporation, on behalf of the corporation. He () is personally known to me, or () has produced current FLDL W300-793 54-379-D as identification.

Bernadette M. Gangloff
Signature of Notary Public

BERNADETTE M. GANGLOFF
Printed Name of Notary Public



ERML Sportsmens' Foundation, Inc.

Witness *Yennie Taylor*
Print Name Dianne Taylor

Witness *Pat Chunn*
Print Name Pat Chunn

Michael Roberts
By: Michael Roberts, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of May, 2009, by Michael Roberts as President of the ERML Sportsmens' Foundation, Inc., a Florida non-profit corporation, on behalf of the corporation. He () is personally known to me, or () has produced current _____ as identification.

Bernadette M. Gangloff
Signature of Notary Public

BERNADETTE M. GANGLOFF
Printed Name of Notary Public

(Notary Seal)

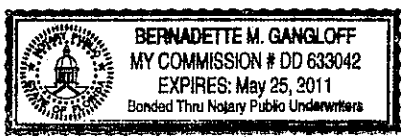
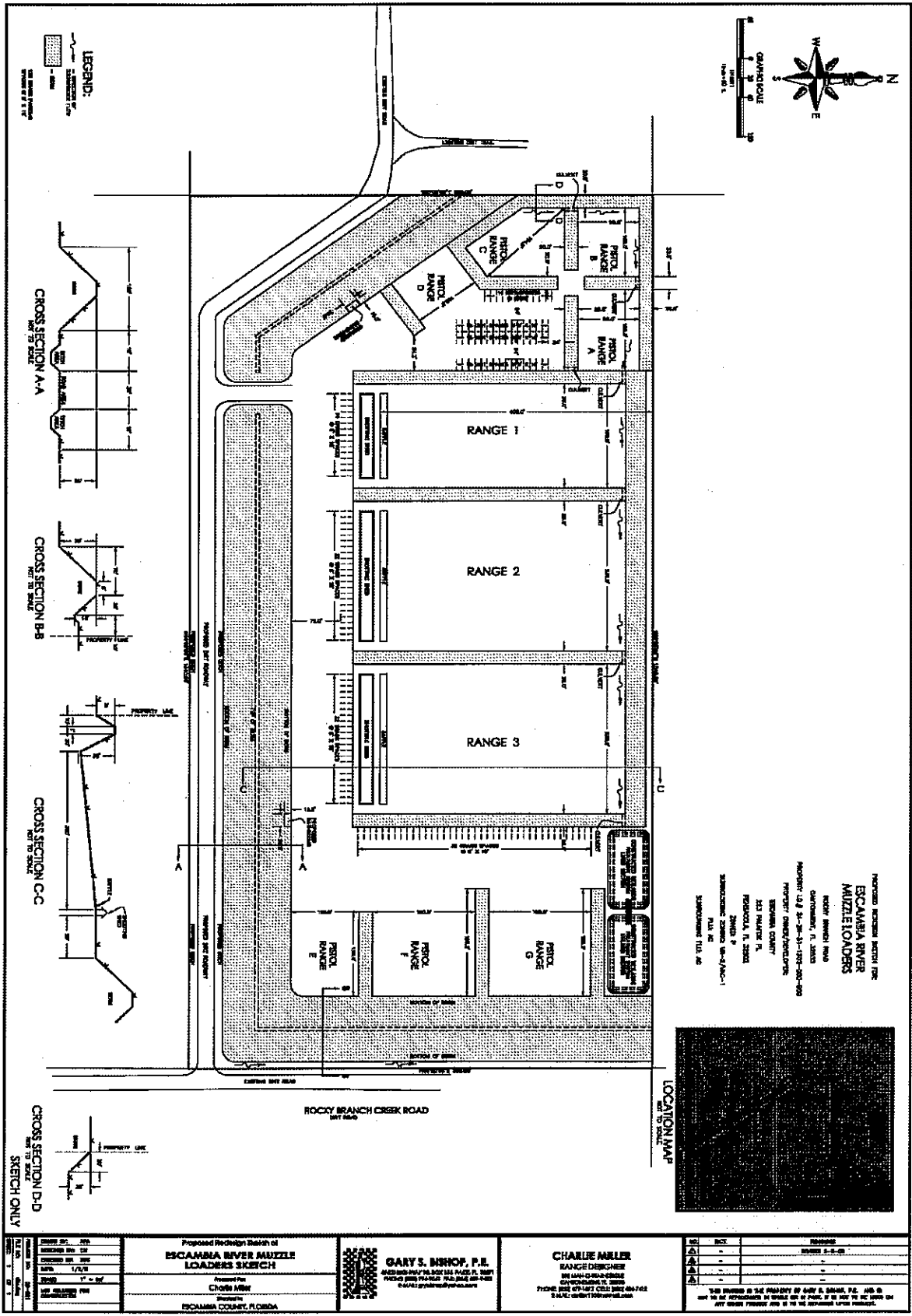


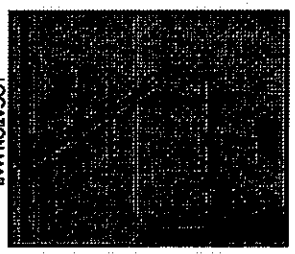
Exhibit A
Property Description

THE NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 31 WEST, OF ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN CHANCERY ORDER BOOK 29, PAGE 351, BEING MORE PARTICULARLY DESCRIBED AS: BEGIN AT A RECOVERED ROUND CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE ABOVE MENTIONED NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 31 WEST, OF ESCAMBIA COUNTY, FLORIDA, FOR A POINT OF BEGINNING, THENCE ON A BEARING OF S87DEGREES 08' 24"E ALONG THE NORTH LINE OF THE ABOVE MENTIONED NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼, A DISTANCE OF 1,333.95 FEET TO A RECOVERED IRON ROD ON THE WEST RIGHT-OF-WAY OF ROCKY BRANCH ROAD, SAID RIGHT-OF-WAY BEING RECORDED IN OFFICIAL RECORD BOOK 330, PAGE 952; THENCE, ALONG SAID WEST RIGHT-OF-WAY, ON A BEARING OF S02DEGREES 26' 02"W, A DISTANCE OF 659.91 FEET TO A POINT; THENCE, LEAVING SAID RIGHT-OF-WAY, ALONG THE SOUTH LINE OF THE ABOVE MENTIONED NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼, SAID LINE ALSO BEING THE NORTH LINE OF A 33 FOOT RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 330, PAGE 946, ON A BEARING OF N87DEGREES 10' 43"W, A DISTANCE OF 1,336.78 FEET TO A RECOVERED 4"X4" CONCRETE MONUMENT WITH A DISK STAMPED "ESCAMBIA COUNTY ENGINEERING-DO NOT DISTURB"; THENCE ALONG THE WEST LINE OF THE ABOVE MENTIONED NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼, ON A BEARING OF N02DEGREES 40' 47"E, A DISTANCE OF 273.79 FEET TO THE BEGINNING OF THE CENTERLINE OF A 66 FOOT RIGHT-OF-WAY TO THE WEST AS RECORDED IN OFFICIAL RECORD BOOK 456, PAGE 715, THENCE CONTINUE ALONG SAID WEST LINE ON THE SAME BEARING OF N02DEGREES 40' 47"E, A DISTANCE OF 387 FEET TO THE RECOVERED ROUND CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE ABOVE MENTIONED NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼, AND THE POINT OF BEGINNING, CONTAINING 20.2 ACRES MORE OR LESS.

Exhibit B Conceptual Drawing



PROPOSED FACILITY SKETCH FOR
**ESCAMBIA RIVER
 MUZZLE LOADERS**
 PROJECT DESIGNER
 CHARLIE MILLER
 323 PALMER PL.
 ROCKDALE, FL 32251
 PHONE: 904-393-3131-1351-251-255
 FAX: 904-393-3131-1351-251-255



NO.	REV.	DESCRIPTION
1	1	ISSUED 5-5-03

CHARLIE MILLER
 RANGE DESIGNER
 323 PALMER PL.
 ROCKDALE, FL 32251
 PHONE: 904-393-3131-1351-251-255
 FAX: 904-393-3131-1351-251-255

GARY S. BRIDGES, P.E.
 REGISTERED PROFESSIONAL ENGINEER
 1000 W. GULF BLVD., SUITE 100
 TALLAHASSEE, FL 32304
 PHONE: 904-833-1111
 FAX: 904-833-1111

Proposed Redesign Sketch of
**ESCAMBIA RIVER MUZZLE
 LOADERS SKETCH**
 Prepared For
Chow Hill
 ESCAMBIA COUNTY, FLORIDA

NO.	REV.	DESCRIPTION
1	1	ISSUED 5-5-03

Exhibit C Improvements Schedule

Site Plans shall be submitted for Development Review Committee (DRC) approval on or before 30 days from the Effective Date of the Lease.

Construction shall commence on or before 2 years from issuance of Development Order.

All development and construction timelines shall be consistent with those required in the County Development Order process and building permits.

Exhibit D Use Restrictions

1. ERML shall operate the firearms range without discrimination as to race, color, creed, national origin, gender, or physical handicap.

2. Hours of operation:

April 1st through September 30th - 8:00 a.m. to 6:30 p.m.

October 1st through March 31st - 8:00 a.m. to 4:30 p.m.

The firearms range shall be closed on Mondays, Thanksgiving Day, Christmas Day and Easter Sunday.

As soon as possible after six (6) months from the completion of construction of the firearms range, ERML shall obtain, at its expense, an independent noise study to evaluate noise levels outside the perimeter of the shooting range. The noise study shall conform with the concepts and methodologies described in *The Range Source Book*, Section One, Chapter Six, Sound Abatement on Shooting Ranges, as published by the National Rifle Association in January 2004, which is incorporated by reference. The hours of operation may be reduced if the noise study reveals that the noise levels exceed the standards described in *The Range Source Book*.

3. Use of automatic weapons on the firearms range is prohibited.
4. During all hours of operation, ERML shall provide a Range Safety Officer, certified by the National Rifle Association, to ensure that the firearms range is operated and used in accordance with these restrictions, current National Rifle Association gun safety and shooting range standards and any other rules and safety regulations that may be published by ERML.
5. All new ERML members and any members whose membership has lapsed more than thirty (30) days shall complete a safety and training orientation course. Commencing on January 1, 2010, all current ERML members shall complete a safety and training orientation course upon renewal of their membership.
6. Current residents of Rocky Branch Road will be offered a membership to ERML at no cost, which shall remain in effect as long as they remain residents of Rocky Branch Road. Any resident accepting the offer will be required to complete a membership application and comply with all rules and safety regulations that may be published by ERML.
7. Overnight camping on the firearms range is prohibited.

Exhibit E
Reimbursement Schedule

It is assumed the Escambia River Muzzle Loaders, Inc. will make improvements to the property worth \$250,000. The amortization for the improvements is on a straight-line basis over a period of twenty (20) years commencing on October 1, 2009.

Fiscal Year Ending	Amortized Amount	Un-amortized Balance
9/30/2010	\$12,500	\$237,500
9/30/2011	\$12,500	\$225,000
9/30/2012	\$12,500	\$212,500
9/30/2013	\$12,500	\$200,000
9/30/2014	\$12,500	\$187,500
9/30/2015	\$12,500	\$175,000
9/30/2016	\$12,500	\$162,500
9/30/2017	\$12,500	\$150,000
9/30/2018	\$12,500	\$137,500
9/30/2019	\$12,500	\$125,000
9/30/2020	\$12,500	\$112,500
9/30/2021	\$12,500	\$100,000
9/30/2022	\$12,500	\$87,500
9/30/2023	\$12,500	\$75,000
9/30/2024	\$12,500	\$62,500
9/30/2025	\$12,500	\$50,000
9/30/2026	\$12,500	\$37,500
9/30/2027	\$12,500	\$25,000
9/30/2028	\$12,500	\$12,500
9/30/2029	\$12,500	\$0

H/NESD/NESD/EQD/SRENVSCI/ erml amortization schedule