

CITY OF GAINESVILLE ARCHERY FACILITY

--- Gator Bowmen Field Range

FACILITY: 54.8 Acres Gainesville Airport Industrial Park
 Physical address 4500 NE 52nd Drive
 Shooting Ranges 56 Target Field Archery Range
 50 Target 3-D Range
 Lighted Practice Range
Buildings: Storage Shed (Burned by Arson 1999)
 Club House (Burned by Arson 2001)
 Storage Trailer
 56 Field Target Houses
 Practice Range Target Houses (12)

HISTORY: Original Range built 1964 by members of Gator Bowmen Club
 Storage Shed built approximately 1975 by City with CETA Grant
 Club House built approximately 1975 by City with CETA Grant
 Storage Trailer purchased by club last year
 Target Houses built and maintained over 37 years by Club members

SUPPORT: City of Gainesville Recreation Department Facility
City Provides: \$7,807.88 per year Lease paid to Airport
 Utilities & Refuse Collection
 Periodic Mowing
Club Provides: Range Maintenance & Upkeep
 Target Butts and 3-D Targets
 Target Faces and Administration
 Qualified Instructor availability
 Charter with National Field Archery Association
 Charter with National Archery Association
 Regional competition
 Hosts State Championships
 Hosts Southeast Sectional Championships
 Provides a safety inspected Shooting Range for Public use
 \$2 Million Liability Insurance for Club & City Recreation Dept.

CLUB HOUSE: Destroyed building was a 700 square foot Pole Barn including a 228 square foot concrete block building containing two rest rooms and a storage room. The City of Gainesville cleared the burned remains away, leaving the 12 x 19 foot concrete pad that supported the walled portion of the building and the 21 x 22 foot brick floor that was an open air, sheltered meeting area. The septic tank, water supply, and electrical supply still remain and are functional.

NEEDS:

1. **Permission to place temporary shelter and toilet facilities for events.**
2. **Assistance in replacing shelter and restroom facilities at the range.**
 Rough estimates received to replace the Pole Barn and Building as it was:

Southerland Construction	\$16,692.00
Robinson Construction	\$13,109.30

 (Robinson not local & doesn't include permits & plans)

FORMAL EVENTS SCHEDULED:

6 Invitational Shoots for North Florida participants
12 Club Meetings and Work Parties
2-3 February 2002 – Florida Marked 3-D Championship
22-23 June 2002 – NFAA Southeast Sectional Field Championship

PAST FUNCTIONS HOSTED:

The Gator Bowmen Club has hosted at least one and often two State Championship events every year for over 30 years.

The Gator Bowmen Club has hosted 8 Southeast Sectional Field Championships.

The club has hosted 2 Southeast Sectional 3-D Championships.

The club has supported the ASA 3-D event in Gainesville including providing a facility for individuals to use practicing for the major national event.

NOTE: For those individuals not familiar with archery facilities, an analogy can be made comparing the Gainesville archery facility to a major golf course: The extent of this facility would be comparable to a 36 hole Golf facility. This formal Field Range is one of the largest of its kind in the Southeast United States. While the facility is fully functional as a shooting facility without the clubhouse; shelter and restroom facilities are vital during major events.

CONTACT: Gator Bowmen, Inc
Timothy O. Austin, Sec/Treas
1710 S W 76th Ter
Gainesville FL 32607-3418
Phone: 352-332-1969 or 352-332-1914
e-mail: flarchery@earthlink.net

LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of February, 1999*,
by and between the CITY OF GAINESVILLE (Licensee) and GAINESVILLE-ALACHUA
COUNTY REGIONAL AIRPORT AUTHORITY (Licensor).

WITNESSETH:

WHEREAS, Licensee owns fee simple title to a certain parcel of real property located in Alachua County, Florida, more specifically described in Attachment "A", attached hereto and made a part hereof (the "property"); and

WHEREAS, Special Act 95-457, §4(3), Laws of Florida, authorizes Licensor to let or lease the airport and the airport facilities or any portion thereof; and

WHEREAS, Licensee has an interest in the continued operation of an Archery Range located on Licensor's controlled property and a desire to enter into an agreement with the Licensor for recreational use, and

WHEREAS, the Licensee desires to have a license agreement to use the property for nonaeronautical purposes; and

WHEREAS, the Licensee agrees to pay Licensor the fair market rental value for the use of the property, as has been determined by a completed appraisal; and

WHEREAS, this nonaviation use has been determined to be a compatible use by the Licensor.

NOW, THEREFORE, the parties hereby agree as follows:

1. Licensor hereby grants the Licensee and its respective employees, agents, invitees, and assigns a license to use "the property" for nonaeronautical purposes as described herein, for a term beginning upon execution, and ending December 31, 2003, unless earlier terminated as herein provided. "The Property" licensed hereunder is described on Attachment A.

2. The Licensee, its employees, agents, invitees, assigns, and sublicensees may use the property for the following nonaeronautical activity: Archery Range/Trails for public recreation.

3. The Licensee, its respective employees, agents, invitees, assigns and sublicensees may bring onto the property such equipment and machinery as may be reasonably necessary to conduct the described nonaeronautical activities.

4. Assignment/Sublicense

A. Assignment/Sublicense of the Agreement

This agreement may not be assigned, transferred or sublicensed without written consent of Licensor. Licensor shall give written consent to any proposed assignment, transfer, or sublease when it reasonably appears that the terms of this license would be strictly complied with. In making such evaluation, the Licensor shall pay particular attention to the organizational structure of the proposed assignee and its financial responsibility.

B. Any assignment or delegation so permitted by the Licensor, and any license made pursuant to a sublicense endorsement hereto shall be subject to all the covenants, terms, conditions, warranties, and other provisions of this Agreement. Further, notwithstanding any assignment, delegation, or sublease Licensee shall remain obligated and liable to Licensor for the performance of all covenants, terms, conditions, warranties and other provisions of this Agreement to the same extent that Licensee would have been obligated and liable if such assignment, delegation, or sublease had not been made, except that Licensee shall no longer be required to provide the self insurance required by paragraph 12(B) for so long as the sublicensee provides the coverage described in paragraph 12(C), naming Licensor as an additional insured.

C. Sublicense endorsements and assignment and delegation authorizations shall not be construed to authorize or permit any additional assignment or delegation by Licensee or any

assignment or delegation by any assignee or delegate unless expressly provided in the endorsement of authorization.

D. Any attempted sublicense without a sublicense endorsement or in violation of the provisions thereof, and any assignment or delegation without the prior written approval of the Licensor or in violation of the terms thereof, shall be void and of no effect, except that Licensee and all purported assignees, delegates, and sublicensees shall be obligated and liable to the Licensor with respect to each and every provision of this Agreement as fully as if such attempted assignment, delegation, or sublicense had been valid.

E. It is understood and agreed that Licensor may, at any time, with notice, assign or delegate any or all of its rights hereunder.

F. The term "assignment" or "sublicense" shall include any form of contract or agreement whereby Licensee removes itself from the management functions of the operation and delegates all management responsibility and control to another person, firm or corporation.

5. Fines and Penalties. If any agency with appropriate jurisdiction over the Airport and Airport Facilities brings an action against the Licensor for violations of any federal, state, or local laws, ordinances, rule or regulation related to the management, operation or condition of the Airport, or the Airport Facilities and those violations occurred on the licensed premises by reason of actions of other than Licensor, or were caused by the Licensee's operations or the acts of its employees, tenants or sublicensees of the Licensee, regardless of the location of the accident/incident on the Airport, Licensee will be directly responsible and will reimburse the Licensor the amount of any fine or penalties or judgments plus reasonable expenses, reasonable attorney's fees and costs expended by the Licensor or Licensee as a result of such alleged violations.

6. On or before January 15, 1999, the Licensee will pay to the Licensor the sum of \$36,711.72, representing the fair market value of lands used by the Licensee or on its behalf or under its auspices from January 1, 1996 through December 31, 1998, as required by paragraph 9 of the July 24, 1995 Agreement between Licensor and Licensee. This sum represents the fair market value (without interest) of the usage of 135 acres of airport property from January 1, 1996 through October 30, 1996 (\$15,999.75) and 80 acres of airport property from November 1, 1996 through December 31, 1997 (\$13,273.87) and 52.3 acres of airport property from January 1, 1998 through December 31, 1998 (\$7,438.88). On or about January 15, 1999, Licensee shall pay to Licensor the sum of \$7,807.88, representing the fair market value of the 54.9 acres of airport property ("the Property") used for the period of January 1, 1999 through December 31, 1999, and shall pay the same amount on or about January 1st of each succeeding calendar year for the next annual period thereafter until the License Agreement is terminated as herein provided.

7. The Licensee shall be responsible for all real and personal taxes, all tangible or intangible taxes and assessments including, but not limited to, sales, ad valorem and services taxes which may be lawfully levied by a duly constituted taxing body upon the Licensee, Licensor or either's successors, agents, invitees, or assigns with respect to the operation or use of the subject property pursuant to this license agreement.

8. This agreement shall be effective upon execution.

9. This agreement will continue in effect unless terminated by either party by delivering written notice of such termination to the other party at least 180 days prior to the effective date of termination. If termination under this section occurs prior to the end of a calendar year, the annual payment shall be prorated on a monthly basis and with the "unused" portion of the annual payment being returned, without interest, to Licensee. Any portion of a month's use shall be considered use for that entire month.

10. Maintenance and Repair.

Licensee shall agree at its expense to restore and maintain in good condition and in good state of repair at all times, all equipment and structures on the licensed premises. Any structure or equipment at any site on the property which is damaged by the elements, fire, or any other cause either shall be repaired by the Licensee as promptly as the extent of damage will permit or shall be removed by the Licensee so as to maintain an aesthetically pleasing appearance. The Licensee shall provide for the arrangement of sanitary storage and removal of trash including, but not limited to, hazardous materials as described below. Upon the completion of any special activity, Licensee shall immediately clean up the area so that it is clean, orderly, and free of any obstructions, trash, or litter. Licensee shall keep the range area mowed, and the trails and adjacent shrubbery trimmed and maintained, so as to provide a safe and aesthetically pleasing environment.

For the purposes of this Section 10:

1) Hazardous materials include (but are not limited to) materials defined as "hazardous waste" under the Federal Resource Conservation and Recovery Act and similar state laws, or as "hazardous substances" under the Federal Comprehensive Environmental Response, Compensation and Liability Act and similar state laws. Hazardous materials include (but are not limited to) solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic, or otherwise dangerous to human, plant or animal health and well-being. Examples of hazardous waste include paints, solvents, chemicals, petroleum products, batteries, transformers, and other discarded man-made materials with hazardous characteristics. Release includes discharging, spilling, leaking, dumping, emitting, emptying, seeping, injecting, escaping, leaching, disposing, storing, and the like.

2) To the extent allowed by law, the Licensee shall indemnify, defend, and hold the Licensor and its officers, agents, and employees harmless from and against any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs or other expenses (including attorney's fees and court costs) arising from or in any way related to actual or threatened damage to the environment, agency costs of investigation, personal injury or death, or damage to property due to a release or alleged release of hazardous materials by Licensee, its employees, agents, tenants, or any of their invitees, on or under the property or in the surface of the ground water located on or under the property, or gaseous emissions from the property or any other condition existing on the property resulting from hazardous materials, which release or alleged release arguably occurred after execution of this license, whether such claim proves to be true or false. Licensee further expressly agrees that its indemnity obligations shall include, but are not limited to the cost of any required or necessary inspection, audit, clean-up, or detoxification and the preparation of any closure or other required plans, consent orders, license applications, or the like. This covenant shall survive the termination or expiration of this license.

11. Airspace and Approaches. Licensor reserves the right to take any action it considers necessary to protect the airspace and approaches of the Airport against Obstructions or Hazards to air navigation, together with the right to order the removal or alteration of any activity, building, object or structure deemed to be a Hazard or Obstruction and to prevent Licensee from erecting, or permitting to be erected, or locating any building, object or structure on the property which, in the opinion of Licensor would limit the usefulness of the Airport or constitute a hazard to aircraft. Upon a failure of the Licensee to abide by any direct order of the Director of Aviation regarding removal or alteration of any "hazard", obstruction or activity anywhere on "the Property," the Licensee shall have the authority to move, or prevent, or to have moved, at the Licensee's sole expense (including any liability for such acts), any structural item

or activities impeding the safe, orderly, and efficient use and control of the property or airport and to take all other actions the Licensee has not taken, at the Licensee's sole expense, which are necessary to effectuate the order or orders not complied with. Licensee agrees to pay such expenses within 30 days after being billed for same. For the purposes of this agreement, an airport hazard or obstruction means any structure, object of natural growth, or use of land, which obstructs the airspace required for the flight of aircraft and landing or taking off from an airport, or which is otherwise hazardous to such landing or taking off.

12. A. To the extent allowed by law, Licensee shall protect, defend, indemnify and hold Licensor and its officers, employees, and agents completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys fees, court costs and expert fees), of any nature whatsoever arising out of use of "the Property" or incident to this agreement except those arising due to the negligence of Licensor. Licensor shall give to the Licensee reasonable notice of any such claims or actions. The provisions of this section shall survive the expiration or early termination of this agreement.

B. Licensee shall provide Licensor, through a program of self-insurance, comprehensive general products and bodily injury and property damage liability protection for the events and risks described in paragraphs 12(A), with coverage limit of ONE HUNDRED THOUSAND DOLLARS (\$100,000) per person and TWO HUNDRED THOUSAND DOLLARS (\$200,000) per occurrence.

C. In the event that this Agreement is assigned/sublicensed, the assignee/sublicensor shall provide licensor with a Certificate of Insurance of comprehensive general products and bodily injury and property damage liability protection for the events and risks described in

paragraphs 10(2) and 12(A) with a coverage limit of ONE MILLION DOLLARS ((\$1,000,000) per occurrence and naming Gainesville-Alachua County Regional Airport Authority as an insured thereunder.

1. Deductibles and Self-Insured Retentions. No deductibles or self-insured retentions over \$5,000.00 will be permitted without the prior written consent of Licensor.

2. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

a) The insurance policy required by this Section shall be endorsed to state that, unless canceled for non-payment, coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after 60 days prior written notice by certified mail, return receipt requested, has been given to the Licensor. The Licensor shall receive 10 days prior written notice, by certified mail, for cancellation for non-payment.

b) Acceptability of Insurers. Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.

c) Verification of Coverage. Licensee shall furnish the Licensor with a certificate of insurance and with the original endorsement effecting coverage required by this clause. The certificate and endorsement for the insurance policy is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate and endorsement is to be received by the Licensor prior to occupation. The Licensor reserves the right to require complete, certified copies of all required policies at any time.

13. The Licensee, its employees, agents, invitees, sublicensees, and assigns shall conduct all activities required or allowed under this agreement in accordance with local, state, and federal laws and regulations.

14. Licensor reserves the right to enter upon the property at any time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Agreement.

15. Default

A. If the Licensee shall default in the performance of any item of this contract, then the Licensor, or its agent or employee, shall send to the Licensee a written notice of default, specifying the nature of the default; and after the date of said notice, the Licensee shall, within seven (7) days in case of insurance default and within thirty (30) days in case of any other default, cure and remedy said default, whereupon the License shall continue as before.

If the Licensee shall fail to cure and remedy the default within said time, the Licensor shall have the right to declare, by written notice to the Licensee, that the License is in default, and to sue for the remedies available to the Licensor on default hereof by the Licensee.

B. Upon Licensee's failure to cure and remedy the default and Licensor's written declaration of default, the Licensor shall thereupon have a lien upon all revenues, income, rents, earnings and profits from the Licensed Premises as additional security to the Licensor for the Licensee's faithful performance of each of the terms and provisions hereof, and to secure payment of all sums owing the Licensor hereunder. Such liens shall be superior in dignity to the rights of the Licensee and any of its creditors or assignees or any trustee or receiver appointed for the Licensee's property, or any other person claiming under the Licensee. Upon the Licensor's termination of the Licensee's rights under this Lease by reason of the Licensee's default, all such revenues, income, rents, earnings and profits derived or accruing from the Leased Premises from date of such termination by the Licensor shall constitute the property of the Licensor, and the

same is hereby declared to be a trust fund for the exclusive benefit of the Licensor and shall not constitute any asset of the Licensee or any trustee or receiver appointed for the Licensee's property. The provisions of this paragraph shall be effective without the Licensor's re-entry upon the property or repossession thereof, and without any judicial determination that the Licensee's interest under said License has been terminated.

C. If the Licensee shall fail to keep and perform any of the covenants, conditions and agreements herein provided to be performed by said Licensee, and such default shall not be remedied within the grace period provided elsewhere in this Lease, the Licensor shall have the right to treat such default as intentional, inexcusable and material, and thereupon the Licensor, by notice in writing transmitted to the Licensee, as provided in the paragraph hereof entitled "NOTICE", may at its option, declare the licensee's interest under this License ended and without further force and effect. Thereupon the Licensor is authorized to re-enter and repossess the property and the building, improvements and personal property thereon, either with or without legal process, and the Licensee does in such event hereby waive any demand for possession of said property, and agrees to surrender and deliver up said Lease Premises and property peaceably to said Licensor.

The provisions of this Article shall not be construed so as to divest the Licensor, in the event of such default, of any legal right and remedy which it may have by statutory or common law, enforceable at law, or in equity; it is intended that the provisions of this paragraph shall afford to the Licensor a cumulative remedy, in addition to such other remedy or remedies as the law affords an Licensor when the terms of a Lease have been broken by the Licensee.

D. Remedies Not Exclusive. In addition to the options herein granted above, the Licensor may exercise any or all other options available to it hereunder, which options may be

exercised concurrently or separately with the exercise of the above options. All options and remedies available to Licensor hereunder are concurrent and not exclusive, and Licensor may exercise any one or more options and remedies available to it hereunder without waiving the remainder thereof.

16. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

17. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

18. Notice. Any notice given by one party to the other in connection with the Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid.

1. If to Licensor, address to:
Gainesville-Alachua County Regional Airport Authority
Gainesville Regional Airport
3900 N.E. 39th Avenue, Suite A
Gainesville, Florida 32609
2. If to Licensee, address to:
City Manager
City of Gainesville
200 E. University Avenue, Sta. 7
Gainesville, Florida 32601

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

19. Headings. The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.

20. Governing Law. This Agreement is to be construed in accordance with the laws of the State of Florida.

FOR THE Licensee:

BY: Wayne Bowers
TITLE: City Manager

DATE: February 16, 1999

FOR THE Licensor:

BY: Richard D. Muller
TITLE: Chairman

DATE: January 21, 1999

*Date executed by last party.

ATTEST

BY: Portia L. Taylor
Secretary/Treasurer

APPROVED AS TO FORM AND LEGALITY

BY: Ronald D. Combs, Sr.
RONALD D. COMBS, SR., ASST. CITY ATTORNEY
CITY OF GAINESVILLE, FLORIDA

DATE: 1-28-99

Descriptions for tracts of land being used by Gator Bowman at the Gainesville Regional Airport Authority land, Tax Parcel Number 08161-000-000 in Section 24, Township 9 South, Range 20 East

Tract "A": Target Range
That portion of Section 24 lying on the west side of Sperry Drive, beginning approximately 260 feet north of its intersection with Gun Club Road having approximately 200 feet of frontage on Sperry Drive and an average depth of approximately 315 feet and containing 1.43 acres, more or less.

Tract "B": Fern Creek Range
That portion of Section 24 lying at the southeast corner of the intersection of Sperry Drive and Gun Club Road and just north of the former Police Driving Range, having approximately 620 feet of frontage along Sperry Drive and 1435 feet of frontage along Gun Club Road and containing 28.5 acres more or less.

Tract "C": Florida Range
That portion of Section 24 lying on the west side of Sperry Drive, beginning approximately 830 feet north of its intersection with the entrance road to the former Gainesville Police Academy Club and stretching to the south approximately 567 feet south of said intersection and having a maximum depth of approximately 925 feet gradually tapering to the south and northeast to intersect with the west line of said Sperry Drive, containing approximately 24.95 acres, more or less.

TARGET RANGE
"A"
1.43 Acres
+/-

FERN CREEK RANGE
"B"
28.52 Acres +/-

FLORIDA RANGE
"C"
24.95 Acres +/-

N 01° 22' 15" W BEARING BASIS
EAST LINE OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 20 EAST

GUN CLUB ROAD

SPERRY DRIVE

Archery driving range

CLUB HOUSE / AIRPORT ROAD

SURVEYOR'S NOTES:

1. All line work shown above is based on a field traverse performed by the City of Gainesville's Public Works Department Survey Crew.
2. The Bearing Basis for the survey work is the East line of the Section, as shown above.
3. The perimeter of each of the tracts was verified by a representative of the Gator Bowman.



GRAPHIC SCALE



THIS IS NOT A SURVEY



CITY OF GAINESVILLE
PUBLIC WORKS DEPARTMENT
P.O. Box 490, 3rd Station St. Gainesville, Florida 32602
Telephone (352) 334-5051 FAX (352) 334-3250

Scale: 1" = 500'
Date: NONE
Sheet: 1/11

GAINESVILLE REGIONAL AIRPORT AUTHORITY

GATOR BOWMAN ARCHERY RANGE

APPROVED BY: [Signature]
DATE: [Blank]
PROJECT: [Blank]

