

Prepared by and Return to:

Jimmy D. Crawford, Esquire
GrayRobinson, PA
1635 East Highway 50, Suite 300
Clermont, Florida 34711

◆ RUNWAY USE AGREEMENT ◆

This Runway Use Agreement is hereby agreed to this 21st day of January, 2005, between Grass Roots Flyers, L.L.C., a Florida limited liability company, whose address is 808 West New Hampshire Street, Orlando, Florida 32804, hereinafter called Owner or Airport Manager) and W. Charles Shuffield and Karen M. Shuffield, husband and wife, whose address is 2307 Lakeside Drive, Orlando, Florida 32803, (hereafter called Lot Owner or User) of Lot 4, GRASS ROOTS AIR PARK, according to the plat thereof as recorded in Plat Book 53, Pages 59, 60 and 61, Public Records of Lake County, Florida, at Grass Roots Airpark, Lake County, Florida.

The above stated parties do hereby agree to the terms and conditions and rights of use as stated below:

A) Ownership, and Usage of Runway:

Tract "B", as depicted on the Master Plan (Exhibit 'B' of the Grass Roots Airpark Homeowners Association Declaration of Easements, Covenants, Conditions and Restrictions), is owned by Grass Roots Flyers, L.L.C., a Florida limited liability company. It includes the runway, the east and west 65-foot wide shoulder/back-taxi land adjacent to the runway, and the land on the north and south approach ends of the runway. This tract is managed and maintained by Grass Roots Flyers, L.L.C. Lot Owners are granted use of the runway, subject to the rules and conditions set forth in this Runway Use Agreement and subject to the payment of the runway User fees. Lot Owners or the Grass Roots Airpark Homeowners Association are not owners or partial owners of the runway, clubhouse, or any property contained in Tracts "A" or "B", and accrue no legal rights, actual, prescriptive or implied, to such runway, clubhouse, or any property beyond that granted in this Runway Use Agreement.

This Runway Use Agreement shall pass with the title to every lot, provided that all fees are paid current and the Lot Owner is not in violation of its terms and conditions. The runway shall remain in perpetuity, for the purposes of conducting normal aircraft operations, unless the Property or such use is otherwise restricted by government authority or by acts of God. This Runway Use Agreement shall continue in perpetuity should Tract "B" be sold or otherwise conveyed to a new Owner. In the event that the Owner, or any future Owner, should decide to sell Tract "B", the Grass Roots Airpark Homeowners Association will be granted a 30 day first right of refusal to purchase it at the offered price.

B) General

1) Aviation activities clause:

All Lot Owners at Grass Roots Airpark acknowledge they are aware that this is an airport with rental hangars and is a fly-in community. Purchasers hereby waive any objection to normal aircraft operations. This waiver of objection shall continue with the land and be binding on all future Lot Owners.

2) Insurance:

The registered Aircraft Owner must carry a minimum of five hundred thousand dollars (\$500,000.00) liability insurance policy on each airplane. The policy shall remain in force at all times. A copy of the current certificate of the required insurance coverage shall be filed with the Airport Manager at such time as the airplane becomes the property of or is used by the Aircraft Owner. Certificate shall be updated and filed upon renewal each year. Airplanes being constructed or restored, not operable under their own power (including taxiing) and which are contained within an enclosed hangar shall be exempt from these insurance requirements.

- a) Lot Owners agree to be bound by and to abide by the terms, provisions and limitations of any insurance policies on Tracts "A" or "B".

C) Rules and Operating Procedures:

The rules and operating procedures will be as established by the FAA, FDOT, and/or any other applicable governmental agency, and by the Airport Manager for the purposes of establishing and maintaining safe, predictable, and harmonious use of the Grass Roots Airpark facilities. The Airport Manager may make modifications, deletions, additions or amendments to these restrictions and guidelines. The following rules apply:

- 1) All aircraft operations shall be consistent with and not in violation of FAA and all other government regulations.
- 2) Grass Roots Airpark is a private use facility, available for use by hangar tenants, tie down tenants, Lot Owners and invited guests. Invited guests may not use the airstrip on a regular or permanent basis, nor shall they have a standing invitation for usage. Homeowners may not rent or allow usage of their hangar or grounds by non-residents. Residents shall be responsible for the actions of their guests and shall inform their invited guests of the rules and operating procedures. The Airport Manager reserves the right to deny use of the facilities, including the runway, to Lot Owners or their invited guests who do not abide by the rules and operating procedures.
- 3) Grass Roots Airpark facilities shall be used only for lawful purposes.
- 4) The Airport Manager reserves the right to establish traffic and safety rules for the handling of aircraft in the traffic pattern and on the ground. Traffic pattern, altitude, and monitoring radio frequency will be determined, and notice will be given to all Lot Owners and hangar tenants. These procedures should be followed for all operations.
- 5) The runway shall be used for daytime V.F.R. operations only.

- 6) No commercial or business use of the runway or hangars is permitted. The following usages are specifically prohibited by Lake County adopted P.U.D. Ordinance #2003-38:
 - No charter or for hire flights.
 - No flight training.
 - No brokerage or retail sales of aircraft.
 - No commercial sales or repair of aircraft, except minor repairs and maintenance by Lot Owners and hangar tenants of their personal aircraft.
 - 7) Aircraft size shall be limited to a maximum of 5,500 pounds gross weight – as designated by the manufacturer. Smaller gross weight aircraft may be disallowed if determined by the Airport Manager to cause damage to the runway due to gear size or other configuration. Larger size aircraft may be allowed, by special approval of the Airport Manager, if determined to not cause damage to the runway.
 - 8) Runway and taxi areas may be used only for normal aircraft operations. Use for other recreational activities is prohibited. Motor vehicles except for approved maintenance vehicles, are prohibited from using the runway or shoulders. Pets and children not accompanied by a responsible adult are prohibited from the runway and shoulders at all times.
 - 9) Runway shall not be used by jet or turbine powered aircraft. Runway may not be used to tow gliders or hang gliders. Hot air balloons may not be launched from the runway, taxi shoulders or approach zones, or launched in such a manner so as to cross these areas. Parachuting or skydiving is not permitted. Radio controlled aircraft are not allowed on or above the runway or in any areas used by manned aircraft.
 - 10) Runway may not be used prior to final approval and licensing by all applicable government agencies. Runway will remain closed, until determined by the Airport Manager, to be adequate for normal aircraft operations. The airport manager reserves the right to temporarily close the runway for maintenance or repairs or if determined unsafe for normal operations.
 - 11) Users and their invitees shall not damage, misuse or abuse airport property in any manner. Further, Users and their invitees shall comply with all reasonable requests of Airport Manager regarding operation and use of the airport facility.
- D) Use and ownership of Clubhouse and Guest Aircraft Parking Area:
- 1) Tract “A”, as depicted on the Master Plan (Exhibit ‘B’ of the Grass Roots Airpark Homeowners Association Declaration), is owned and maintained by the Owner/Airport Manager. It includes the rental hangars, open land, guest aircraft parking area, clubhouse and clubhouse parking, caretaker’s residence, storm water retention areas, and Whistling Wire Lane. Lot Owners or the Grass Roots Airpark Homeowners Association have no ownership or rights of use to this land except for use of the guest aircraft parking area and the clubhouse as allowed by this Runway Use Agreement.

- 2) Lot Owners and their invited guests may use the clubhouse and guest aircraft parking area for gathering and recreational purposes during normal daytime hours of operation, subject to rules as established by the Airport Manager.
- 3) Parties and fly-ins, which are hosted by a Lot Owner, must be scheduled with the Airport Manager. A cleaning fee may be charged to the host for these events. Private parties, or parties and fly-ins by invitation only, must consider that other users of the facilities will have rights of use during such events.
- 4) The Airport Manager reserves the right to deny use of these facilities to Lot Owners or their invited guests who do not abide by the rules or who do not respect the airport property or requests of the management.

E) Usage Fees

- 1) Each Lot Owner is required to pay a fee for use privileges of the runway and clubhouse. Payment is required regardless of whether Lot Owner actually uses the facilities or not.
- 2) Runway use fees are waived until the runway is licensed and operational. Lot Owners who have not built a house will be allowed to pay only 60% of their use fee for a period of up to two years after the runway is operational or until they have constructed a house, whichever comes first. After that time frame, the full fee will be paid by all Lot Owners.
- 3) The purpose of the fee is to cover the costs of maintenance, maintenance labor, insurance, property taxes, fertilizing, irrigation, pest control, repairs, rental of maintenance equipment, and other operating expenses associated with Tract 'B' (the runway and shoulder/taxi-ways). Also, an expense will be included for use privileges for the clubhouse. A fee of ten percent (10%), as compensation for management duties, will be added to the above total.
- 4) The fee will be established at \$900.00 for each Lot Owner with a house, and \$540.00 for each Lot Owner without a house for the first year after the runway is operational, prorated to the end of the calendar year. After that first year, the fee will be calculated using the following formula:

Actual expenses, as listed in Item 3 above, will be paid $\frac{1}{2}$ by the developer (as Owner of the rental hangars) and $\frac{1}{2}$ by the Lot Owners. Each Lot Owner will pay $\frac{1}{18}$ of the total Lot Owner's obligation. In other words each Lot Owner will pay $\frac{1}{36}$ of the total expenses as stated above. An additional amount, established at 20% over and above the above-calculated amount will be paid by each Lot Owner for use privileges of the clubhouse and guest aircraft parking area.

- 5) All maintenance equipment is owned and maintained by Grass Roots Airpark Properties, Inc. A rental fee for this equipment will be charged according to the debt service, maintenance, repairs, and operation expenses of this equipment. Neither the Lot Owners nor Grass Roots Airpark Homeowners Association have any ownership

interests in this equipment or rights of use beyond that stated in this Runway Use Agreement.

F) Enforcement/Suspension/Revocation

1) Enforcement of this Runway Use Agreement shall be by written notification from Airport Manager to any User as deemed necessary by Airport Manager. Provided, however, Airport Manager may enforce this Runway Use Agreement, including but not limited to suspension or revocation of Runway Use Agreement privileges, immediately and without written notice in the event of any violation which jeopardizes or endangers property or persons.

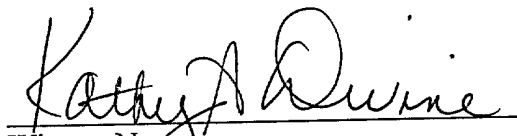
2) Any fees due under this Runway Use Agreement shall be maintained current by all Lot Owners, and any late payments shall accrue interest at the rate of 12% annually.

3) This Runway Use Agreement shall run with the land and shall be binding on all successors, assigns, heirs and purchasers of the Lots; provided, however, Lot Owner privileges remain subject to the terms and conditions of this Runway Use Agreement, including timely payment of all fees due under this Runway Use Agreement.

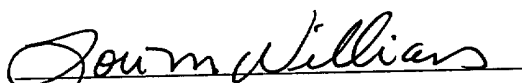
IN WITNESS WHEREOF, the Owner and the User have executed this Agreement as of the day and year first above written.

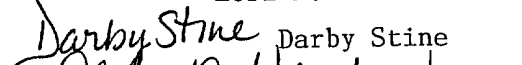
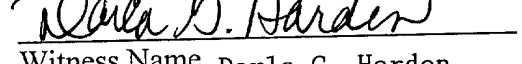
Signed, sealed and delivered in the
Presence of:

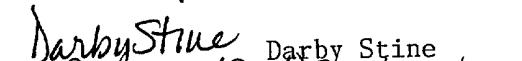
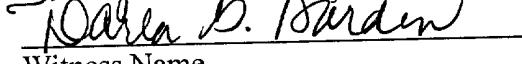
GRASS ROOTS FLYERS, L.L.C., a Florida
limited liability company

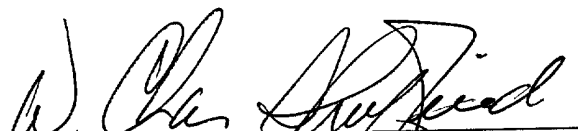

Witness Name Kathy A. Divine

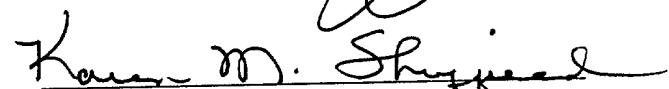
BY 
David C. Gay, Manager


Witness Name Lori M. Williams



Witness Name Darla G. Harden



Witness Name Darla G. Harden


W. Charles Shuffield

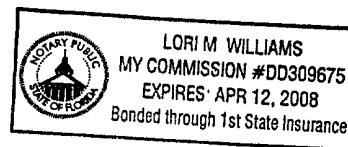

Karen M. Shuffield

STATE OF FLORIDA
COUNTY OF Dale

The foregoing instrument was acknowledged before me this 21st day of January, 2005, by David C. Gay, as Manager of GRASS ROOTS FLYERS, L.L.C., a Florida limited liability company, who is personally known to me or who produced _____ as identification.

Lori M Williams
Notary Public

My Commission Expires:



STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 24th day of January, 2005, by W. Charles Shuffield and Karen M. Shuffield, husband and wife, who are personally known to me or who produced N/A as identification.

Darla G. Harden
Notary Public

My Commission Expires:

DARLA G. HARDEN
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD067981
EXPIRES 12/02/2005
BONDED THRU 1-888-NOTARY1