

This Instrument prepared by:  
Herbert W.A. Thiele, Esq., County Attorney  
Leon County Attorney's Office  
301 South Monroe Street, Suite 217  
Tallahassee, Florida 32301

**LEASE AGREEMENT  
SEMINOLE RADIO CONTROL CLUB AIRFIELD  
(Apalachee Regional Park)**

THIS LEASE AGREEMENT (the or this "Lease Agreement") is made as of this \_\_\_ day of \_\_\_\_\_, 2009, by and between LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, (the "County") and SEMINOLE RADIO CONTROL CLUB, INC., a Florida non-profit corporation, (the "SRCC").

WITNESSETH

WHEREAS, the County's Board of County Commissioners (the "Board") has determined that it is in the County's best interest to provide opportunities for County residents to participate in sport and recreation activities, and that providing the opportunity for such activities represents a valid public purpose; and

WHEREAS, the SRCC is locally chartered by the Academy of Model Aeronautics, whose purpose is to promote the development of model aviation as a recognized sport and worthwhile recreation activity and whose mission is the promotion, development, education, advancement, and safeguarding of modeling activities by providing leadership, organization, competition, communication, protection, representation, recognition, education, and scientific/technical development to modelers; and

WHEREAS pursuant to a lease agreement with the County originally entered into in April 1990 and extended continually thereafter through several amendments, the SRCC has for over 18 years successfully maintained and operated its airfield at the Leon County Apalachee Regional Park (the "Park") located adjacent to the Leon County Solid Waste Facility on U.S. 27 South (the "Solid Waste Facility"); and

WHEREAS, the SRCC is desirous of continuing to operate its airfield at the Park and the Board is desirous of continuing to offer the Park for lease to the SRCC in order to provide County residents the opportunity to participate in model aviation as a worthwhile recreation activity; and

WHEREAS, the County and the SRCC are desirous of setting forth in this Lease Agreement their understandings regarding the use of the Park for operating and maintaining the SRCC airfield.

NOW THEREFORE, in consideration of the above and other good and valuable consideration, the receipt whereof is hereby acknowledged, the County hereby leases to the SRCC and the SRCC hereby leases from the County certain premises located at the Park for the term and upon all conditions and agreements set forth herein.

- 1 **PARK PREMISES.** The premises at the Park to be leased pursuant to this Lease Agreement shall comprise the 3.01-acre area delineated and depicted in Exhibit "A" attached hereto and incorporated herein by this reference (the "Park Premises").
- 2 **TERM.** The term of occupancy of the Park Premises shall be for a period of five (5) years commencing on March 1, 2009 and continuing through its termination on February 28, 2014 (the "Term"). In addition, upon receipt by the Director of Leon County Division of Parks and Recreation (the "Parks Director") of a written request from the SRCC of its desire to extend this Lease Agreement, the Term shall automatically extend for an additional period of five (5) years commencing on March 1, 2014 and continuing through its termination on February 28, 2019; provided, however, that such written request to extend shall be delivered to the Parks Director no later than January 1, 2014 unless the Parks Director consents in writing to a later date for such delivery.
  - 2.1 **EFFECTIVE DATE.** Notwithstanding that the Term may commence after the date of execution of this Lease Agreement, this Lease Agreement shall be fully effective, and in full force and effect and valid and binding against the parties upon being duly executed by all parties hereto.
  - 2.2 **COUNTY'S RIGHT TO TERMINATE.** The SRCC acknowledges and agrees that, if the County determines that the SRCC's use of the Park Premises interferes in any way with the County's current or future use of the Park or of the Solid Waste Facility, the County shall be entitled to terminate this Lease Agreement; provided, however, that such termination shall be effective no sooner than sixty (60) days after the SRCC's receipt of the County's written notification of such termination.
- 3 **RENT.** In consideration of the SRCC managing and operating the Park Premises, in accordance with the terms of this Lease Agreement, in a manner that provides Leon County residents the opportunity to participate in model aviation as a worthwhile recreation activity, the SRCC shall be entitled to the use of the Park Premises for a nominal annual rental rate in the amount of TEN and 00/100 DOLLARS (\$10.00) per year to be paid annually no later than March 15.
  - 3.1 **UTILITIES AND SERVICES.** The County shall, at no additional cost to the SRCC, continue to provide those utilities and services to the Park Premises that are provided to the Park Premises as of the effective date of this Lease Agreement; provided, however, that the SRCC shall, at SRCC's expense, continue to be responsible for furnishing the Park Premises with portable restroom facilities.
  - 3.2 **VEHICULAR ACCESS.** The County shall, at no additional cost to the SRCC, continue to provide vehicular access to the Park Premises the same as, or substantially similar to, the access provided to the Park Premises as of the Effective Date of this Lease Agreement.
  - 3.3 **PARKING.** At the discretion of the Parks Director, the SRCC, at no additional cost, shall be entitled to the use of certain designated area(s) of the Park, outside the Park Premises, for vehicular parking.

4 PERMITTED USES.

4.1 The Park Premises shall be used exclusively by, and at the discretion of, the SRCC for any and all activities associated with the promotion and development of model aviation as a recognized sport and worthwhile recreation activity ("Model Aviation Activities"). Such activities may include, but not be limited to, use as an airfield and flight area for model aviation activities and use for meetings and social activities sponsored and supervised by the SRCC. The Parties acknowledge and agree that the use of the Park Premises shall be limited to the above uses (the "Permitted Uses"), unless the Parks Director gives written consent for other uses. In the event that the SRCC ceases to provide Model Aviation Activities within the Park Premises, it shall promptly notify the Parks Director. The County may at its sole discretion modify or terminate this Lease Agreement if the County determines that the SRCC has ceased to regularly provide Model Aviation Activities within the Park Premises.

4.2 The SRCC shall assure that the use of the Park Premises does not create a nuisance or is used for any illegal or immoral purpose. With regard to the Model Aviation Activities conducted on the Park Premises, the following operating times and noise levels of such activities shall be acceptable and shall not be deemed to be a nuisance:

4.2.1 Operating Times. The Park Premises may be opened every day of the week, but the operation of model aircraft shall be limited to the following hours:

4.2.1.1 Aircraft with internal combustion engines shall be allowed to be operated only between the hours of 12:00 p.m. (noon) and 9:00 p.m.; and

4.2.1.2 Aircraft without internal combustion engines shall be allowed to be operated only between the hours of 9:00 a.m. and 9:00 p.m..

4.2.2 Aircraft Noise Levels. The noise level of model aircraft shall at no time exceed the following levels:

4.2.2.1 A noise level of seventy (70) decibels as measured from any property boundary of the Park or the Solid Waste Facility; and

4.2.2.2 A noise level of ninety-five (95) decibels as measured from a distance of nine (9) feet from the muffler of a model aircraft.

4.3 The SRCC shall assure that all Model Aviation Activities comply with the Official Academy of Model Aeronautics National Model Aircraft Safety Code, as may be amended from time to time, a copy of which is attached hereto and incorporated herein by this reference as Exhibit "B."

4.4 The SRCC shall assure that the use of the Park Premises complies with all applicable laws, ordinances, and Board policies, and shall promptly comply with all government orders and directives for the correction, prevention, and abatement of any violation of applicable laws, ordinances, or Board policies in, upon or connected with the Park Premises, all at the SRCC's sole expense.

5 ADDITIONAL COUNTY USES; QUIET ENJOYMENT. With the exception of the additional uses as set forth hereinafter, the County covenants and agrees with the SRCC that, so

long as the SRCC abides by and performs all of the covenants and conditions contained in this Lease Agreement, the SRCC shall have quiet, undisturbed, and continued possession of the Park Premises, free from any claims against the SRCC and all persons claiming under, by, or through the SRCC. Notwithstanding such covenant and agreement, the SRCC acknowledges and agrees that the County shall be entitled to the exclusive use of the Park Premises as follows:

- 5.1 SPORTING EVENTS. The County shall be entitled to exclusive use of the Park Premises for periodic scheduled cross-county running meets and other such sporting events; provided, however, that the number of such events shall not exceed six (6) per year, unless the SRCC consents in writing to a larger number of events, and the County shall, no later than thirty (30) days prior to the date of each event, deliver to the SRCC written notice informing the SRCC of the specific date and time of the event; and
- 5.2 CONSERVATION EASEMENT. The SRCC acknowledges that a portion of the southeast corner of the Park Premises is encumbered by a conservation easement, as depicted and identified in Exhibit "A", and that the SRCC's use of the Park Premises shall be subject to the terms and conditions of such conservation easement.
- 6 COUNTY'S ACCESS. The County shall be entitled to enter the Park Premises to examine them and to make such repairs, alterations, or improvement thereto as the County considers necessary or desirable. The County acknowledges and agrees that the SRCC may provide its own locks or combination locks and distribute the keys or combinations to its members; provided, however, that the County shall, at all times, possess the key(s) and/or combination(s) that will allow the County to enter the Park Premises.
- 7 RULES AND REGULATIONS. The SRCC shall observe any and all ordinances, policies, rules, and regulations regarding the use of the Park and the adjacent Solid Waste Facility which are currently in place or which may be hereinafter created or amended, from time to time, by the County.
- 8 SRCC ALTERATIONS. For purposes of this Lease Agreement, the term "Alterations" means any repairs, improvements, installations and other such changes in the Park Premises to be undertaken during the Term of this Lease Agreement by the SRCC. Under no circumstances shall Alterations be undertaken that will adversely affect any area of the Park or the Solid Waste Facility outside the Park Premises. The SRCC shall be solely responsible for the payment of any and all costs and expenses incurred in connection with any Alterations, including those costs and expenses associated with the preparation of architectural and engineering plans.
  - 8.1 WORKING DRAWINGS. If the SRCC desires to alter the Park Premises, the SRCC shall deliver to the Parks Director the complete sets of plans and specifications, including detailed architectural, structural, mechanical, electrical and plumbing plans ("Working Drawings") for Alterations.
    - 8.1.1 The Working Drawings shall be prepared, at the SRCC's expense, by architects and engineers that are licensed to perform such work in the State of Florida, selected by the SRCC and approved by the Parks Director.

8.1.2 The Parks Director shall review Working Drawings to confirm that the Alterations do not appear to adversely affect any area of the Park or the Solid Waste Facility outside of the Park Premises.

8.1.3 The SRCC shall not commence with Alterations detailed in Working Drawings without the Parks Director's prior written approval, and shall not alter the Park Premises in any manner that is not detailed in Working Drawings.

8.2 ALTERATIONS CONTRACTOR. Any contractor(s) engaged to perform Alterations (the "Contractor") shall be selected by the SRCC. The SRCC shall require the Contractor, and all subcontractors the Contractor engages (the "Subcontractors"), to obtain and maintain, throughout the Contractor's term of performance of Alterations, all valid licenses, bonds, permits and insurance as required by the County or by local, state or federal law. Further, the SRCC shall assure the Contractor and Subcontractors undertake the Alterations under contract with supervision by the SRCC and in coordination with the Parks Director. The SRCC shall require the Contractor and Subcontractors to perform all Alterations in accordance with the Working Drawings, previously approved by the Parks Director, and subject to the following requirements:

8.2.1 The Contractor and Subcontractors shall conduct their work in such a manner so as not to unreasonably interfere with visitors to the Park or the Solid Waste Facility or with the operations of the Park or the Solid Waste Facility;

8.2.2 All materials used in work related to the Alterations shall meet applicable City, County, State and Federal building codes;

8.2.3 All lien waivers from Contractors and Subcontractors shall be furnished to the Parks Director within thirty (30) days after completion of Alterations;

8.2.4 All permits necessary for the work related to the Alterations shall be posted at a readily accessible area within the Park Premises;

8.2.5 All electrical work shall be performed by an electrical contractor approved in advance in writing by the Parks Director;

8.2.6 All plumbing work shall be performed by a plumbing contractor approved in advance in writing by the Parks Director and all such work shall be installed in such a way that it may be cut off and repaired without affecting other areas of the Park or the Solid Waste Facility beyond the Park Premises;

8.2.7 Restroom facilities within the Park or the Solid Waste Facility outside of the Park Premises are not to be used for the cleaning of tools or paint materials. Contractors and Subcontractors shall utilize only those facilities specifically designated by the Parks Director; and

8.2.8 The SRCC shall cause the Contractor and Subcontractors to immediately cease all performance of work related to Alterations upon Parks Director's notification to the SRCC that any requirement stipulated in Section 8 is not being adhered to; further, work shall not resume until Parks Director provides the SRCC with advance written approval. The SRCC shall require the Contractor and Subcontractors to immediately cease all performance of work related to Alterations upon Parks Director's or County's

Risk Manager's notice to the Contractor, Subcontractors or SRCC that any activities related to Alterations may result in an unsafe condition to employees, invitees, visitors, the general public, or other contractors; further, work shall not resume until Parks Director or County's Risk Manager provides the SRCC with advance written approval.

- 8.3 CONTRACTOR; INDEMNITY BY SRCC. The SRCC shall, in accordance with the provisions of Section 12.1 below indemnify the County, its agents, contractors, and any mortgagee of the County from and against any and all losses, damages, and liabilities or causes of action for injury to, or death of, any person, for damage to any property and for mechanic's, materialmen's or other liens or claims arising out of or in connection with the work done by the Contractor, Subcontractors, and sub-subcontractors under its contract with the SRCC.
- 8.4 AS-BUILT PLANS. Upon completion of any Alterations, the SRCC shall deliver to the Parks Director, no later than thirty (30) days after such completion, a copy of the as-built plans and specifications. Any copyright of such documents shall also be released to the County.
- 8.5 PROPERTY OF COUNTY. Any Alterations or improvements to the Park Premises made by or installed by either party hereto shall remain upon and be surrendered with the Park Premises and become the property of the County upon the expiration or agreed upon earlier termination of this Lease Agreement without credit to the SRCC. This clause shall not apply to moveable equipment, furniture or moveable trade fixtures owned by SRCC, which may be removed by the SRCC at the end of the Term.
- 9 SRCC RELOCATION. The County shall have the sole option to relocate the SRCC to alternative space ("Relocation") in the Park or the Solid Waste Facility, which alternative space shall be of a size comparable to that of the Park Premises. The County shall give the SRCC not less than ninety (90) days prior written notice of such Relocation, which notice shall include the date on which the SRCC shall relocate. In the event of such Relocation, such alternative space shall for all purposes be deemed the Park Premises hereunder and this Lease Agreement shall continue in full force and effect without any change in the other terms or conditions hereof.
- 10 SIGNS AND DISPLAYS. Unless provided otherwise herein, the SRCC shall not install any signs or displays that may be viewed by the public outside of the Park Premises. The County shall, at SRCC's expense, install signage identifying the areas of the Park Premises designated for Model Aviation Activities or, at the Parks Director's discretion, permit such installation by the SRCC. Such identity signage shall be comparable to identity signage elsewhere in the Park or the Solid Waste Facility except as agreed upon by the SRCC and the Parks Director. The County shall replace such identity sign, at SRCC's expense, if such signage is damaged or otherwise requires replacement to meet current codes.
- 11 INSURANCE. The SRCC shall, at its sole expense, procure and maintain for the duration of this Lease Agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by the SRCC, its agents, representatives, employees, and/or Contractors and Subcontractors pursuant to this Lease Agreement.

- 11.1 SRCC'S INSURANCE AS PRIMARY. With regard to claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by the SRCC, its agents, representatives, employees, and/or Contractors and Subcontractors of the rights, duties and responsibilities pursuant to this Lease Agreement, the SRCC's insurance coverage shall be primary insurance.
- 11.2 CERTIFICATES OF INSURANCE. The SRCC shall furnish the Parks Director with certificates of insurance and with any original endorsements evidencing the coverage described above.
- 11.3 MINIMUM COVERAGE AND AMOUNTS. The SRCC shall maintain the following minimum and amounts of insurance coverage:
- 11.3.1 LIABILITY INSURANCE. The SRCC shall provide commercial general liability insurance coverage with combined single limits for bodily injury, personal injury, and property damage of no less than \$1,000,000 per occurrence and a \$2,000,000 annual aggregate. The SRCC's insurance shall include the County as an additional insured for liability arising out of the acts or omissions of The SRCC.
- 12 INDEMNIFICATION OF PARTIES. The SRCC and the County agree to indemnify each other as follows:
- 12.1 SRCC'S INDEMNITY. The SRCC agrees to indemnify, in whole or in part, the County and its respective officers, directors and employees to the fullest extent permitted by law from and against any and all liabilities, losses, interest, damages, costs or expenses including, but not limited to, reasonable attorneys' fees (whether suit is instituted or not and, if instituted, whether incurred at any trial or appellate level or post judgment), which claims are threatened or assessed against, levied upon, or collected from, the County and which have arisen from the performance by the SRCC, its agents, representatives, employees, and/or Contractors and Subcontractors pursuant to this Lease Agreement. Notwithstanding the foregoing, the SRCC shall not be required to so indemnify the County with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or misconduct of the County or any of the agents or employees of the County nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by proceeds received by the County pursuant to insurance maintained by the SRCC.
- 12.2 COUNTY'S INDEMNITY. Without waiving its right to sovereign immunity, and to the extent allowed by Florida Statutes, Section 768.28 (2006) and any other applicable state or federal law, the County agrees to indemnify, in whole or in part, the SRCC and its respective officers, directors and employees to the fullest extent permitted by law from and against any and all liabilities, losses, interest, damages, costs or expenses including, but not limited to, reasonable attorneys' fees (whether suit is instituted or not and, if instituted, whether incurred at any trial or appellate level or post judgment), which claims are threatened or assessed against, levied upon, or collected from, the SRCC and which have arisen from the performance by the County, its agents, representatives, employees, and/or contractors and subcontractors of the rights, duties, and responsibilities pursuant to this Lease Agreement. Notwithstanding the foregoing, the County shall not be required to so indemnify the SRCC with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or misconduct of the SRCC or any of the agents or employees

of the SRCC nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by proceeds received by the SRCC pursuant to insurance maintained by the County.

12.2.1 Notwithstanding the foregoing or any other provision of this Lease Agreement, the liability of the County, as set forth in this Lease Agreement, is intended to be consistent with limitations of Florida law, including the state's waiver of sovereign immunity pursuant to Florida Statutes, Section §768.28 (2006). No obligation imposed by this Lease Agreement shall be deemed to alter said waiver of sovereign immunity or to extend the liability of the County beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which the County may be entitled.

- 13 **DAMAGE OR DESTRUCTION TO PARK PREMISES.** The County shall not be liable or responsible to the SRCC, its agents, contractors, customers, employees, invitees, licensees, servants or visitors for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, other than the County, or any cause beyond the County's control or for any damage, inconvenience, or loss of use of the Park Premises, which may arise through repair or alteration of any other part of the Park or the Solid Waste Facility, that is consistent with this Lease Agreement, and is not responsible for repair or restoration of the Park Premises.
- 14 **SRCC NEGLIGENCE.** If the Park Premises or any other portion of the Park or the Solid Waste Facility is damaged by fire or other casualty resulting from the fault or negligence of the SRCC or its agents, representatives, employees, and/or Contractors and Subcontractors, the SRCC shall be liable to the County for the cost of repair and restoration of resultant damage to the Park or the Solid Waste Facility.
- 15 **MAINTENANCE AND REPAIRS OF PARK PREMISES.** The SRCC shall, at its sole expense throughout the Term and any continuation thereof, manage and maintain the Park Premises in good order, condition and repair and keep the Park Premises in an attractive condition. SRCC shall, at its sole expense and responsibility, maintain, repair, and refurbish the Park Premises as necessary, including but not limited to any improvements that service the Park Premises.
- 16 **INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS.** This Lease Agreement is the only agreement between the parties pertaining to the Lease Agreement of the Park Premises and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this Lease Agreement shall be in writing and signed by all parties. Any other attempted amendment shall be void.
- 17 **SRCC ASSIGNMENT.** The SRCC shall not assign this Lease Agreement, in whole or in part, without the prior written consent of the County. In no event shall the SRCC be released from any obligation or liability under this Lease Agreement as a result of any such assignment.
- 18 **CONDITION UPON RELOCATION OR TERMINATION.** Upon termination, or upon any Relocation, of this Lease Agreement, SRCC's obligations to maintain, repair, and otherwise keep in Park Premises in good order shall be governed as follows:

- 18.1 Except as provided herein, SRCC shall surrender the Park Premises to County in the same condition as existed on the Effective Date of this Lease Agreement, except for ordinary wear and tear or other conditions which SRCC was not otherwise obligated to remedy under any provision of this Lease Agreement.
- 18.2 SRCC shall, at SRCC's expense, repair any damage to the Park Premises, or to the Park or Solid Waste Facility outside the Park Premises, caused by the removal or relocation of any of SRCC's personal property, including but not limited to machinery and equipment.
- 19 NOTICES. Any notice or document, including any payment of rent, required or permitted to be delivered by the terms of this Lease Agreement shall be delivered as follows by any of the following acceptable forms:
- 19.1 by hand delivery;
- 19.2 by certified mail, return receipt requested; or
- 19.3 by guaranteed overnight delivery service.
- 19.4 Notices to SRCC shall be delivered to the SRCC in care of the President, in the name and address as identified on the date of delivery of such notice by the Florida Department of State, Division of Corporations.
- 19.5 Notices to the County shall be delivered to:

J. Pat Plocek, Director  
Leon County Division of Parks and Recreation  
2280 Miccosukee Road  
Tallahassee, Florida 32308

With a copy delivered to:

Herbert W. A. Thiele, Esq.  
Leon County Attorney's Office  
Leon County Courthouse  
301 S. Monroe Street, Suite 202  
Tallahassee, FL 32301

and

Parwez Alam, County Administrator  
Leon County Courthouse  
301 South Monroe Street  
Tallahassee, Florida 32301

19.6 All notices shall be effective upon delivery or attempted delivery during regular business hours. Either party may change its notice address upon written notice to the other party, given in accordance herewith by an authorized officer, partner.

IN WITNESS WHEREOF, the SRCC and the County have caused this Lease Agreement to be duly executed as of the date first above written.

Signed, Sealed and Delivered  
in the Presence of:

[Signature]  
Print Name: Josh C McSwain

[Signature]  
Print Name: Joe Pat Plouck

SEMINOLE RADIO CONTROL  
CLUB, INC.

By: [Signature]  
Print Name: William D.M. Atkinson, III  
Its: President

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 18 day of Feb. 2009, by William Atkinson, III, whose title is President for Seminole Radio Control Club, Inc., and who is personally known to me and who did take an oath.

NOTARY PUBLIC



Signature [Signature]  
Typed or printed name Shelley L. Cason  
My Commission expires 12-6-09

[REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

[SIGNATURE PAGE TO FOLLOW]

Signed, Sealed and Delivered  
in the Presence of:

LEON COUNTY, FLORIDA

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Parwez Alam  
County Administrator

\_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_ 2009,  
by Parwez Alam, whose title is County Administrator for Leon County, Florida, a charter county  
and political subdivision of the State of Florida, and who is personally known to me and who did  
take an oath.

NOTARY PUBLIC

Signature \_\_\_\_\_

Typed or printed name \_\_\_\_\_

My Commission expires \_\_\_\_\_

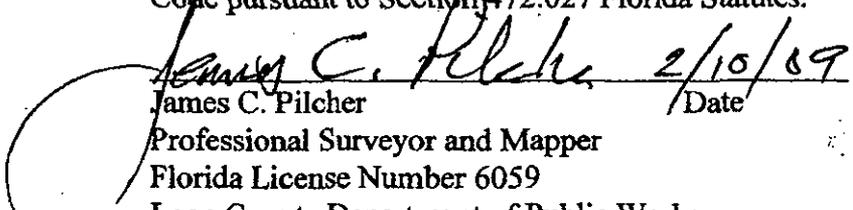
**EXHIBIT "A"**  
**Page 1 of 2**

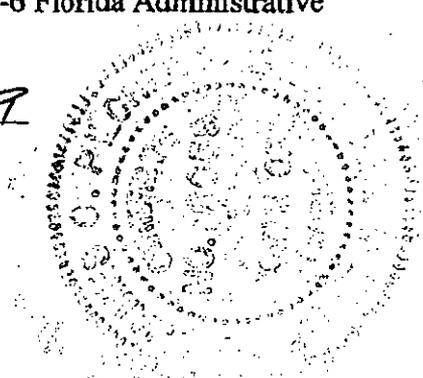
Commence at a terra cotta monument marking the Southwest corner of the Northwest Quarter of Section 5, Township 1 South, Range 2 East, Leon County, Florida and run North 89 degrees 54 minutes 57 seconds East 1333.44 feet to a terra cotta monument; thence South 28 degrees 57 minutes 29 seconds East 500.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence South 20 degrees 37 minutes 31 seconds East 525.00 feet; thence North 69 degrees 22 minutes 29 seconds East 250.00 feet; thence North 20 degrees 37 minutes 31 seconds West 525.00 feet; thence South 69 degrees 22 minutes 29 seconds West 250.00 feet to the POINT OF BEGINNING, containing 3.01 acres, more or less.

No abstract of title or title opinion provided. It is possible that there are recorded or unrecorded deeds, easements, agreements or other instruments which could affect the boundaries hereinabove described.

A Sketch of Description attached as Exhibit "A" Page 2 of 2 and by reference incorporated herein. This description is not complete without the attached sketch and the attached sketch is not complete without the description.

This description meets all applicable requirements of the Florida Minimum Technical Standards as contained in Chapter 61G17-6 Florida Administrative Code pursuant to Section 472.027 Florida Statutes.

  
James C. Pilcher      Date 2/10/09  
Professional Surveyor and Mapper  
Florida License Number 6059  
Leon County Department of Public Works  
2280 Miccosukee Road  
Tallahassee, FL 32308



Not valid without the signature and original raised seal of the above signing surveyor

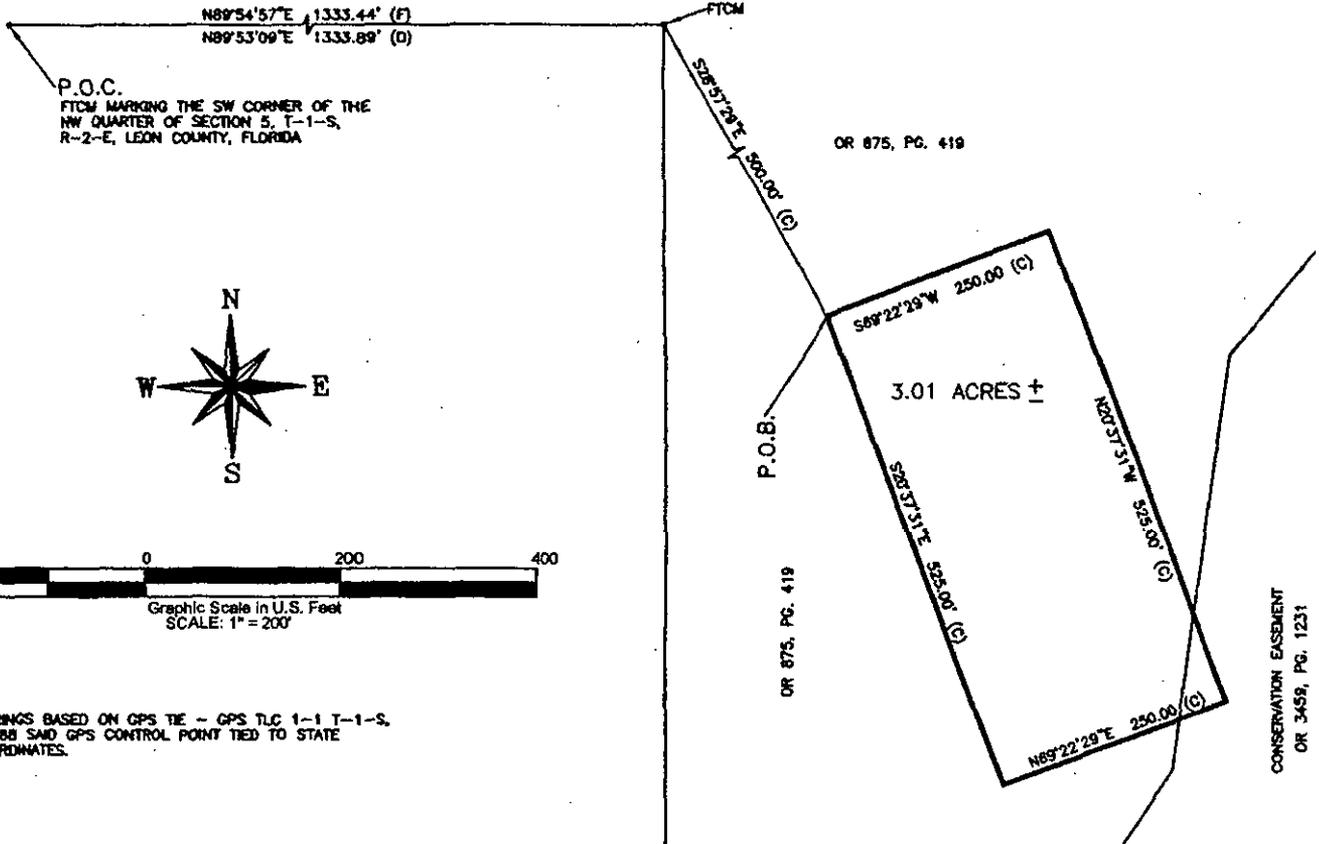
C:\Documents and Settings\User\My Documents\Deeds\airfield.doc  
February 5, 2009

EXHIBIT "A"  
PAGE 2 OF 2

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- N NORTH
- S SOUTH
- E EAST
- W WEST
- ° ' " DEGREES, MINUTES, SECONDS
- ' " FEET, INCHES
- FCM FOUND CONCRETE MONUMENT
- SCM SET CONCRETE MONUMENT
- RLS REGISTERED LAND SURVEYOR
- (F) FIELD MEASUREMENT
- (P) PLAT MEASUREMENT
- (C) COMPUTED MEASUREMENT
- OR OFFICIAL RECORD
- PO PAGE
- FTCM FOUND TERRA COTTA MONUMENT
- T TOWNSHIP
- R RANGE

OR 875, PG. 419



SKETCH OF DESCRIPTION

NOT A SURVEY

THIS SKETCH IS NOT COMPLETE WITHOUT THE ATTACHED LEGAL DESCRIPTION  
AND THE ATTACHED LEGAL DESCRIPTION IS NOT COMPLETE WITHOUT THE SKETCH.  
NO ABSTRACT OR TITLE OPINION FURNISHED. IT IS POSSIBLE THAT THERE ARE  
RECORDED OR UNRECORDED DEEDS, EASEMENTS, AGREEMENTS OR OTHER  
INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES HEREIN ABOVE DESCRIBED.

Prepared for LEON COUNTY BOARD OF COUNTY COMMISSIONERS

DATE OF FIELDWORK: 2-4-2009	DATE OF DRAFTING: 2-5-2009	DRAWN BY: D.K.	REVISION:
FIELDBOOK No. 463-04	FILE NEWAIRFIELD.DWG	CHECKED BY: J.P.	REVISION:



PREPARED BY:  
LEON COUNTY PUBLIC WORKS DEPARTMENT  
DIVISION OF ENGINEERING SERVICES  
SURVEY AND RIGHT-OF-WAY SECTION  
2280 MICCOSUKEE ROAD  
TALLAHASSEE, FL 32308  
Phone (850) 606-1500  
Fax (850) 606-1501

**2009 Official  
Academy of Model Aeronautics  
National Model Aircraft Safety Code  
Effective January 1, 2006  
GENERAL**

1. A model aircraft shall be defined as a non-human-carrying device capable of sustained flight in the atmosphere. It shall not exceed limitations established in this code and is intended to be used exclusively for recreational or competition activity.
2. The maximum takeoff weight of a model aircraft, including fuel, is 55 pounds, except for those flown under the AMA Experimental Aircraft Rule.
3. I will abide by this Safety Code and all rules established for the flying site I use. I will not willfully fly my model aircraft in a reckless and/or dangerous manner.
4. I will not fly my model aircraft in sanctioned events, air shows, or model demonstrations until it has been proven airworthy.
5. I will not fly my model aircraft higher than approximately 400 feet above ground level, when within three (3) miles of an airport without notifying the airport operator. I will yield the right-of-way and avoid flying in the proximity of full-scale aircraft, utilizing a spotter when appropriate.
6. I will not fly my model aircraft unless it is identified with my name and address, or AMA number, inside or affixed to the outside of the model aircraft. This does not apply to model aircraft flown indoors.
7. I will not operate model aircraft with metal-blade propellers or with gaseous boosts (other than air), nor will I operate model aircraft with fuels containing tetranitromethane or hydrazine.
8. I will not operate model aircraft carrying pyrotechnic devices which explode or burn, or any device, which propels a projectile of any kind. Exceptions include Free Flight fuses or devices that burn producing smoke and are securely attached to the model aircraft during flight. Rocket motors up to a G-series size may be used, provided they remain firmly attached to the model aircraft during flight. Model rockets may be flown in accordance with the National Model Rocketry Safety Code; however, they may not be launched from model aircraft. Officially designated AMA Air Show Teams (AST) are authorized to use devices and practices as defined within the Air Show Advisory Committee Document.
9. I will not operate my model aircraft while under the influence of alcohol or within eight (8) hours of having consumed alcohol.
10. I will not operate my model aircraft while using any drug which could adversely affect my ability to safely control my model aircraft.
11. Children under six (6) years old are only allowed on a flightline or in a flight area as a pilot or while under flight instruction.
12. When and where required by rule, helmets must be properly worn and fastened. They must be OSHA, DOT, ANSI, SNELL or NOCSAE approved or comply with comparable standards.

**RADIO CONTROL**

1. All model flying shall be conducted in a manner to avoid overflight of unprotected people.
2. I will have completed a successful radio equipment ground-range check before the first flight of a new or repaired model aircraft.
3. I will not fly my model aircraft in the presence of spectators until I become a proficient flier, unless I am assisted by an experienced pilot.
4. At all flying sites a safety line or lines must be established, in front of which all flying takes place. Only personnel associated with flying the model aircraft are allowed at or in front of the safety line. In the case of airshows or demonstrations a straight safety line must be established. An area away from the safety line must be maintained for spectators. Intentional flying behind the safety line is prohibited.
5. I will operate my model aircraft using only radio-control frequencies currently allowed by the Federal Communications Commission (FCC). Only individuals properly licensed by the FCC are authorized to operate equipment on Amateur Band frequencies.
6. I will not knowingly operate my model aircraft within three (3) miles of any preexisting flying site without a frequency-management agreement. A frequency-management agreement may be an allocation of frequencies for each site, a day-use agreement between sites, or testing which determines that no interference exists. A frequency-management agreement may exist between two or more AMA chartered clubs, AMA clubs and individual AMA members, or individual AMA members. Frequency-management agreements, including an interference test report if the agreement indicates no interference exists, will be signed by all parties and copies provided to AMA Headquarters.
7. With the exception of events flown under official AMA *Competition Regulations* rules, excluding takeoff and landing, no powered model may be flown outdoors closer than 25 feet to any individual, except for the pilot and the pilot's helper(s) located at the flightline.
8. Under no circumstances may a pilot or other person touch a model aircraft in flight while it is still under power, except to divert it from striking an individual.
9. Radio-controlled night flying is limited to low-performance model aircraft (less than 100 mph). The model aircraft must be equipped with a lighting system which clearly defines the aircraft's attitude and direction at all times.
10. The operator of a radio-controlled model aircraft shall control it during the entire flight, maintaining visual contact without enhancement other than by corrective lenses that are prescribed for the pilot. No model aircraft shall be equipped with devices which allow it to be flown to a selected location which is beyond the visual range of the pilot.

**FREE FLIGHT**

1. I will not launch my model aircraft unless I am at least 100 feet downwind of spectators and automobile parking.
2. I will not fly my model aircraft unless the launch area is clear of all individuals except my mechanic, officials, and other fliers.
3. I will use an effective device to extinguish any fuse on the model aircraft after the fuse has completed its function.

**CONTROL LINE**

1. I will subject my complete control system (including the safety thong where applicable) to an inspection and pull test prior to flying. The pull test will be in accordance with the current *Competition Regulations* for the applicable model aircraft category. Model aircraft not fitting a specific category shall use those pull-test requirements as indicated for Control Line Precision Aerobatics.
2. I will ensure that my flying area is clear of all utility wires or poles and I will not fly a model aircraft closer than 50 feet to any above-ground electric utility lines.
3. I will ensure that my flying area is clear of all nonessential participants and spectators before permitting my engine to be started.

Specialized Documents:

Radio Control Combat (#525)  
 General Radio Control Racing (#530)  
 Giant Scale Radio Control Racing (#515-A)  
 Gas Turbine Operation (note: Special Waiver Required) (#510-A)  
 Park Flyer Safe Operating Recommendations (#545)  
 First Person View (FPV) Operations (#550)