

LICENSE / REGISTRATION AGREEMENT

This agreement is made on this ____ day of ____ in the year ____ by Wing South, Inc., a Florida Not-for-Profit Corporation, doing business in Collier County, Florida, hereinafter the First Party, in favor of _____, hereinafter the Second Party.

- First Party represents and warrants that it is the owner of the common elements of Wing South, Inc. a Florida Not-for-Profit Corporation, according to the Second Amended and Restated Declaration of Condominium thereof recorded in the Official Records Book 4210, Page 3504, of the Public Records of Collier County, Florida, hereinafter the Subdivision, First Party owning and operating said common elements for the benefit of all unit owners in its capacity as the non-profit condominium association, and
- One of the said common elements of the Subdivision is the runway used by unit owners for their private aircraft, and
- First Party's Board of Directors, in accordance with the Settlement Agreement dated July 30, 1986 in Case number 83-2032-CA-O1, grants a limited number of registrations to non-unit owners for the use of said runway, and
- Lot ____, of the Wing South Airpark Extension, according to the plat thereof recorded in Subdivision Plat Book 61 pages 20-21, of the Public Records of Collier County Florida; said lot which is now part of the Tract B of Shadowwood Property Owners Association, Inc., as described in the Amended and Restated Declaration of Covenants, Restrictions, Easements, Charges and Liens for Tract B of Shadowwood dated June 21, 2016, recorded in the Official Record Book 5322, Page 1779, of the Public Records of Collier County, Florida, and
- Second Party hereby applies for license / registration to use the runway and the Board of Directors has approved this request and the appropriate consideration has been paid.

Therefore, First Party does give and grant to Second Party, and to its heirs and assigns, solely as an appurtenance to the Second Party's above described property, the full and free right, in common with all other uses approved from time to time by the First Party, to enter upon and to make use of the private aircraft runway which is a common element of the Subdivision for normal and usual purposes.

This grant of license / registration is subject to the rules and regulations established by the First Party from time to time, and Second Party, by receipt of this grant, acknowledges that First Party is the sole and absolute authority to set, modify and amend said rules and regulations. Second Party further acknowledges that First Party may establish, from time to time a reserve fund and / or a maintenance and repair fund for the runway, and Second Party agrees to pay, promptly upon assessment, Second Party's fair share of same.

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Nothing in this agreement shall override or change any of the provisions in the Settlement Agreement named above.

In witness thereof, First Party has caused this document to be executed in its name by its proper officer, duly authorized the day and year first written above.

Signed, sealed and delivered
in the presence of:

Wing South Inc.

Authorized Officer

Printed Name of 1st Witness

Printed Name of Officer

Printed Name of 2nd Witness

State of Florida
County of Collier

I hereby certify that the foregoing document was acknowledged before me this _____ day of _____, by _____, in his / her capacity as _____ of Wing South, Inc.

Commission Number

Notary Public

My Commission Expires: