

STATE OF NORTH CAROLINA

CLINTON-SAMPSON COUNTY AIRPORT

AIRPORT ACCESS AGREEMENT AND PERMIT

THIS AGREEMENT is made and entered into this _____ day of _____, 20_____, by and between _____ (Referred to as the GRANTEE), and the City of Clinton and Sampson County (referred to as the GRANTOR).

STATEMENT OF PURPOSE

WHEREAS the GRANTOR is the owner of the real property on which is located the Clinton-Sampson County Airport (hereinafter referred to as the AIRPORT), and the GRANTEE **is currently operating out of the AIRPORT and owns** real property which adjoins the AIRPORT **(excluding new Through the Fence Operators)**. The GRANTEE desires to acquire from the GRANTOR an access easement for the purpose of moving aircraft from the GRANTEE's said real property to the runways, taxiways, and apron of the AIRPORT. The GRANTOR has agreed to convey an access easement to the GRANTEE provided the GRANTEE agrees to comply with the terms and conditions hereinafter set forth regarding the GRANTEE's use of the GRANTOR's property.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **EASEMENT.** Subject to the terms and conditions hereinafter set forth, GRANTOR hereby grants and conveys unto GRANTEE, its successors and assigns, a non-transferable easement for constructing, locating and maintaining an accessway for aircraft to and from GRANTEE's property and the runway and taxiways of the AIRPORT to use such runway and taxiways for takeoffs, landings and ground maneuvering of their aircraft, said easement to be on a yearly basis, renewable with the consent by the parties hereto, their successors and assigns, which consent shall not be unreasonably or arbitrarily withheld. The proposed location of such access easement is shown on the site plan labeled Exhibit "A" attached hereto and made a part hereof. GRANTEE shall have the right, at its expense, to grade the real property located in the vicinity of the access easement and to construct paving within the access easement as necessary in order to provide a paved accessway from GRANTEE's property that physically joins or connects to the existing paved taxiway on the AIRPORT shown on the site plan attached hereto as Exhibit "A". **Any such proposed modifications must be approved by the Airport Advisory Board and GRANTOR prior to construction. If approved,** construction shall be performed in a workmanlike manner, will be of a quality at least as good as the quality of the existing paved areas of the AIRPORT with which the accessway is to join or connect, and at the sole expense of the GRANTEE. GRANTOR agrees that upon the request of GRANTEE, GRANTOR and GRANTEE shall enter into a separate easement agreement in a form suitable for recording in the Office of the Register of Deeds of the City of Clinton and Sampson County, North Carolina, which instrument shall more particularly describe the location, terms and conditions of the access easement described herein.
2. **CONDITIONS OF USE.** GRANTEE agrees that the use by GRANTEE, its successors or assigns of the GRANTEE's property and the access easement described herein shall be subject to the following terms and conditions:
 - A. GRANTEE will abide by all ordinances, rules and regulations now in effect or hereafter adopted by the GRANTOR or the duly appointed representative of GRANTOR relating to the operation and regulation of the AIRPORT.

- B. In the event of a violation of any ordinance, rule or regulation relating to the operation and regulation of the AIRPORT by GRANTOR, its successors or assigns, GRANTEE shall give GRANTOR written notice thereof and GRANTEE shall have 10 working days following receipt of said written notice within which to cure such violation. If any such violation is not cured within 10 days, GRANTOR shall have the right to suspend or terminate GRANTEE's right to the use of the access easement hereinabove described until such violation is cured. Notwithstanding the foregoing, in the event a violation of any ordinance, rule or regulation by GRANTEE, its successors or assigns, creates an emergency situation or constitutes an eminent danger or hazard to the use and operation of the AIRPORT, GRANTOR shall have the right to immediately take such measures as may be reasonably necessary to cure such violation and/or to immediately suspend GRANTEE's right to the use of the access easement herein described.
- C. GRANTEE shall provide and designate a protected aircraft area on GRANTEE's property, as shown and designated on the site plan attached as Exhibit "B", shall provide signage on GRANTEE's property designating such protected aircraft area, shall provide a fence between such protected aircraft area and areas used by automobiles, shall regulate the use of said protected aircraft area, and shall adopt and enforce rules and regulations relating to the use thereof.
- D. GRANTEE shall provide on GRANTEE's property, facilities for aircraft storage within the area shown and designated on the site plan attached as Exhibit "B".
- E. For so long as the AIRPORT utilizes navigational and directional landing assistance systems, GRANTEE agrees that no structures or buildings shall be erected, modified or located on GRANTEE's property within 750 feet from the centerline of the runway on the AIRPORT, and that GRANTEE will comply with such other restrictions, including federal airspace height restrictions, on the location or height of structures or other buildings on GRANTEE's property due to the use of any existing or proposed navigational and directional landing assistance systems by the AIRPORT.
- F. GRANTEE agrees to pay GRANTOR a fee of **\$12.00** per aircraft engine (paid monthly) for aviation fuel pumped or supplied to aircraft on GRANTEE's property, by GRANTEE, its successors or assigns; it being understood, however, that the fee set forth herein is intended to be the fee uniformly imposed on all parties by GRANTOR for the pumping of aviation fuel, and GRANTOR agrees that should a lesser fee be charged other parties by GRANTOR for the pumping of aviation fuel, the fee to be paid by GRANTEE under the terms of this paragraph shall be reduced to such lower fee. The fee payable hereunder shall be reviewed every year and may be adjusted in accordance with the then generally existing fee structure. **It is expressly understood that this does not in any way allow the GRANTEE to sell fuel to anyone and that the fuel stored and/or pumped on the GRANTEE's property is for the exclusive use of the GRANTEE in the GRANTEE's aircraft only.**
- G. GRANTEE further agrees to pay GRANTOR an access fee for the use of the easement herein granted in the amount of **\$250.00** per year. **Yearly payments shall be paid to the GRANTOR by the last day of December for the following year's airport access agreement and permit.** The fee payable hereunder shall be reviewed every year, and may be adjusted in accordance with the then prevailing general conditions and uses of the easement and the AIRPORT but shall not be adjusted more than **10%** at any one time. The GRANTEE shall pay a late fee of **\$25.00** per month for failure to pay the access fee as stipulated in this paragraph and is subject to losing the right to access the airport until the yearly fee and any late fees are paid in full.

- H. GRANTEE shall notify the appropriate officials of the Federal Aviation Administration by the proper FAA notice form of GRANTEE's plans and intent to commence construction prior to commencing the construction of any structures or buildings within the building restriction area described in sub-paragraph (E) above.
- I. Unless previously agreed to, GRANTEE shall NOT engage in any commercial activity whatsoever that would compete or conflict with any similar operation presently on the airport property, which may be provided on airport property, or which is reserved exclusively for the GRANTOR.
- J. It is expressly understood that this agreement may be terminated by the GRANTOR or GRANTEE with 10 days notice to the other party. Any fees paid in advance to the GRANTOR by the GRANTEE will be prorated and refunded, if a refund is due. Any improvements made by the GRANTEE on the GRANTOR's property become the property of the GRANTOR with no compensation to the GRANTEE.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

ATTEST:

GRANTEE

DATE

DATE

ATTEST:

GRANTOR

DATE

DATE