

NORTH CAROLINA
GUILFORD COUNTY

AVIGATION EASEMENT

THIS DEED OF EASEMENT made and entered into this the _____ day of _____, 20__, by and between _____ **and wife**, _____, of Guilford County, State of North Carolina ("Grantors"), and the **PIEDMONT TRIAD AIRPORT AUTHORITY**, a body politic and corporate of the State of North Carolina ("Grantee");

W I T N E S S E T H:

WHEREAS, Grantors own certain real property in Guilford County, North Carolina, more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Grantee is the owner and operator of the Piedmont Triad International Airport in Guilford County, North Carolina (the "Airport"); and

WHEREAS, prior to the construction of Runway 5L/23R and an overnight air cargo hub at the Airport, the Federal Aviation Administration ("FAA") adopted a Final Environmental Impact Statement ("EIS") for such project in which the FAA forecast the Yearly Average Day-Night Sound Levels ("DNL") that would be experienced in the vicinity of the Airport as a result of the aircraft operations that would occur upon the completion of Phase 2 of the project, and Grantors' Property is located at approximately the __ decibel DNL noise contour in the EIS forecast [the

EIS DNL level to the nearest one-tenth decibel will be inserted in the blank space]; and

WHEREAS, in accordance with the EIS and the Record of Decision that was issued by the FAA in connection therewith, the Grantee is carrying out a residential Sound Insulation Program ("RSIP") in neighborhoods that have been selected with reference to their projected DNL noise exposure as determined in the EIS; and, as a part of the RSIP, Grantee, without cost to Grantors, has agreed to hire a contractor or contractors to make improvements to the residence now located on the Property to reduce indoor noise levels from Aircraft (as hereinafter defined) that use the Airport; and

WHEREAS, as a condition for Grantee's agreement to hire and to pay such contractor(s), Grantee has requested that Grantors grant to Grantee an easement for the operations and passage of such Aircraft, together with the right to cause such noise and other disturbance as may be incident thereto, all as more fully set forth herein;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors do hereby give, grant and convey to the Grantee, and the Grantee's successors and assigns, a perpetual right and easement for the free and unobstructed flight of Aircraft over and in the vicinity of the Property, together with the right to cause on the Property such noise, vibration, fumes, dust, illumination or other disturbance as may be incident to such Aircraft flight or that may be incident to any other operations of Aircraft that are arriving at, departing from, maneuvering in the airspace around or otherwise operating on or about the Airport.

Grantors further agree to restrict the height of structures and other obstructions on the Property to heights approved by the

FAA, to prevent any use of the Property that would interfere with the arrival or departure of Aircraft at the Airport or with the air navigation and communication facilities serving the Airport, and to prevent any other use of the Property that would otherwise constitute an airport hazard.

This Easement shall run with the Property by whomsoever owned and shall be subject to the following terms, conditions and limitations:

1. This Easement shall be for the use and benefit of Grantee, and the Aircraft operators using the Airport, and shall be appurtenant to the Airport as it is now constituted and as it may exist in the future irrespective of any expansion of the Airport, the construction of any additional runways or other facilities thereon or of any other change that may hereafter occur in the Airport or the facilities thereof;
2. Except as otherwise provided herein, this Easement shall be given full effect notwithstanding any increase in the number or frequency of flights by Aircraft using the Airport, any change in the patterns or altitudes of such flights or the proximity thereof to the Property, or any change in the type or noise characteristics of such Aircraft, and notwithstanding any other change in the Property's exposure to Aircraft noise or other Aircraft disturbance;
3. Except as otherwise provided herein, Grantee, the Grantee's directors, officers, agents, and employees and all Aircraft operators using the Airport are hereby released and forever discharged from any claims by the Grantors or the Grantors' successors in title, now or in the future, whether now known or unknown, for compensation or for other relief by reason of any alleged interference with the use and enjoyment of the Property, or impact on the market value thereof, heretofore occurring or resulting in the future from operations of Aircraft using the Airport;
4. Nothing herein shall be construed to grant any easement for Aircraft, or for objects from Aircraft, to crash or fall upon the Property;
5. Notwithstanding the foregoing, if the Property shall at any time in the future be located within a DNL contour of ___ decibels or above (the "DNL Limit") as hereinafter determined [*the DNL Limit to be inserted here is the DNL value*

that is three decibels above the EIS DNL specified on the first page of the easement], neither Grantors nor Grantors' successors in title shall be barred by this Easement from seeking such compensation, if any, to which Grantors or Grantors' successors in title may become entitled by reason of any interference with the use and enjoyment of the Property, or impact on its market value, that results from the noise exposure above the DNL Limit and that is beyond the interference or reduction in value, if any, that results from noise exposure up to but not in excess of such limit, but this provision shall not be interpreted as an admission by Grantee that Grantee is liable for any such compensation, and the Grantors or Grantors' successors in title shall have the burden of proof to establish any such additional interference or reduction in market value and the compensation, if any, that may be owed therefor; and

6. The DNL contours that are used for determining whether the DNL Limit has been exceeded on any future date shall be the DNL contours on the most recent Noise Exposure Map (NEM) that has been submitted by Grantee and approved by the FAA under 14 CFR Part 150 ("Part 150") or successor regulations depicting conditions existing at the time of its submission rather than forecast activity, such contours to be displayed for this purpose in one-tenth decibel intervals; provided that if, at any future time, no such NEM has been approved by the FAA within the previous five years, then the DNL for the Property at such time may be determined, based on the then existing noise conditions, in accordance with the latest DNL modeling methodology adopted by the FAA under Part 150 or any successor regulations but, in such case, the Grantors or Grantors' successors in title will have the burden of proof to establish that the DNL Limit has been exceeded.

TO HAVE AND TO HOLD the rights and Easement granted herein unto the Grantee and its successors and assigns forever.

Grantors do hereby covenant to the Grantee that Grantors are seized of the Property in fee and have the right to convey the Easement granted herein, that the Property is free from encumbrances except for unpaid taxes and assessments, if any, for the current year and except for encumbrances and restrictions of record, and that, subject to such exceptions, the Grantors will warrant and defend the title to the Easement granted herein against the lawful claims of all persons whomsoever.

The term "Aircraft" as used herein, shall refer to any aircraft now in use or that may be used for air flight in the future. The designations of Grantors and Grantee as used herein shall include said parties and their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter forms of such terms as the context requires.

IN TESTIMONY WHEREOF, the said Grantors have hereunto set their hands and seals on the day and year first above written.

_____(SEAL)
_____, Grantor

_____(SEAL)
_____, Grantor

STATE OF NORTH CAROLINA

COUNTY OF _____

I, a Notary Public in and for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing Avigation Easement.

WITNESS my hand and notarial seal, this the _____ day of _____, 20____.

Signature, Notary Public

My Commission Expires:

Notary's Printed or Typed Name

STATE OF NORTH CAROLINA

COUNTY OF _____

I, a Notary Public in and for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing Avigation Easement.

WITNESS my hand and notarial seal, this the _____ day of _____, 20____.

Signature, Notary Public

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EXHIBIT A

Property located in Guilford County, North Carolina, being more particularly described as follows:

[Property Description to Be Inserted Here]