

Unofficial Document

Tax Collector Certification That No Delinquent Taxes  
Are Due. Date 11/21/14 By SA: Certification  
expires Jan. 6<sup>th</sup> of the year following certification date.



Doc No: 312236  
Recorded: 12/12/2014 at 10:48:49 AM  
Fee Amt: \$26.00 Page 1 of 6  
Excise Tax: \$0.00  
Currituck County North Carolina  
Denise A. Hall Reg of Deeds

Bk **1310** Pg **604-609**

TRANSFER TAX AMOUNT None SA  
DATE/COLLECTOR 12-12-2014

Prepared by and return to:  
Donald I. McRee, Jr., Attorney  
153 Courthouse Road, Ste. 210  
Currituck, NC 27929

Transfer Tax: Exempt  
Tax Parcel

NORTHCAROLINA  
CURRITUCKCOUNTY

THIS DEED OF EASEMENT made this 3rd day of November, 2014 by and  
between COUNTY OF CURRITUCK, NORTH CAROLINA, a body corporate and politic  
existing pursuant to the laws of the State of North Carolina, ("Grantor"), and BRADY LANDING  
AIR PARK PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation existing  
pursuant to the laws of the State of North Carolina, ("Grantee"):

WITNESSETH:

WHEREAS, Grantor is the owner of a certain tract or parcel of land located in Crawford  
Township, County of Currituck, North Carolina more particularly described in that instrument  
recorded in Deed Book 875, Page 807 of the Currituck County Registry and known as the  
Currituck County Regional Airport, (the "Airport"); and

WHEREAS, the Grantee is the established property owner's association of Brady Landing  
Airpark as provided by those Amended Restrictive Covenants for Brady Landing recorded in  
Deed Book 804, Page 888 of the Currituck County Registry; and

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WHEREAS, Brady Landing Airpark, consists of those tracts or parcels of land more particularly described as Parcels 1A, 2A, 3A and 1B as shown on a certain plat dated February 15, 2000 prepared by Edward T. Hyman, Jr., entitled "Private Access Subdivision of Brady Landing Airpark" recorded in Plat Cabinet G, Slide 336 in the Currituck County Registry; parcels 4A, 5A, 6A, 7A, 8A, 9A, 2B, 4B, 5B, 6B, 7B, 8B, 9B, and 10B as shown on a certain plat dated November 21, 2002 prepared by Edward T. Hyman, Jr., entitled "Brady Landing Airpark" and recorded in Plat Cabinet I, Slides 15-18 in the Currituck County Registry; Lots 11 through 23 shown on a plat dated December 21, 2011 prepared by Edward T. Hyman, Jr., entitled "Brady Landing Airpark Phase IIC" recorded in Plat Cabinet M, Slides 156-159 in the Currituck County Registry; Lots 8A-1 and 8A-2 as shown on a certain plat dated November 18, 2009 prepared by Edward T. Hyman, Jr., entitled "Amended Final Plat for Brady Landing Airpark Lot 8A" recorded in Plat Cabinet L, Slide 96 of the Currituck County Registry and Lots 9A-1 and 9A-2 as shown on a certain plat dated March 26, 2012 prepared by Edward T. Hyman, Jr., entitled "This Plat Amends P.C. M, SLD. 71 for Brady Landing Airpark Lot 9A" recorded in Plat Cabinet M, Slide 81 of the Currituck County Registry, (the "Airpark").

NOW, THEREFORE, the Grantor and Grantee do hereby agree as follows:

**1. Grant of Easement By Grantor:** Grantor, for and in consideration of the sum of Ten Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee an easement, 60 feet in width, for the purpose of a taxiway, over, upon an along a strip or parcel of land lying and being in Currituck County, North Carolina, and more particularly described as follows:

Beginning at a point located 101.3 feet North 33 degrees 19 minutes 42 seconds East of a 5/8" iron rod (set), then 60 feet North 33 degrees 19 minutes 42 seconds East, then 299.83 feet South 56 degrees 42 minutes 40 seconds East, then 60 feet South 33 degrees 15 minutes 56 seconds West, then 299.85 feet North 56 degrees 42 minutes 40 seconds West to the point of origin.

This 60-foot easement is shown on a plat entitled in part "Private Access Subdivision of Brady Landing Airpark" said plat prepared by Edward T. Hyman, Jr., dated September 17, 1999, recorded in Plat Cabinet G, Slide 336, Currituck County Public Registry, which said plat is incorporated herein by reference.

The point of entry and exit and route described herein may be used by (a) Grantee's members who are owners of lots, tracts or parcels of land within the Airpark for the purpose of accessing and exiting the Airport's public runways, taxiways and facilities and (b) by escorted fly-in visitors to the Airpark, or a renter of a single-family residential dwelling from a member of Grantee, provided that a member of Grantee is responsible for the conduct and actions of the fly-in visitor or renter when entering or exiting the Airpark via the Airport.

The Grantor may temporarily and reasonably deny access to the easement described herein due to adverse weather conditions, emergencies, repairs or improvements projects and shall make a reasonable effort to give advance notice to Grantee of the temporary closure of the easement. The Grantee is responsible for maintenance and repairs to the security gate and all taxiway improvements described within in this easement.

The Grantor and Grantee agree that the terms and conditions of this instrument shall supersede and replace the terms and provisions of that instrument recorded in Deed Book 588, Page 394 of the Currituck County Registry, (the "2002 Easement"), and in no event will the Grantor or Grantee seek to enforce the terms and conditions of the 2002 Easement against each other or any other party now or hereafter owning any portion of the property subject to the 2002 Easement.

2. **Term:** The Term of this Agreement shall be twenty (20) years commencing October 6, 2014 and terminating September 30, 2034 and may be renewed prior to the expiration of term for an additional ten (10) year term by mutual agreement of the Grantor and Grantee.

3. **Access Fee:** Grantee shall pay to the County an annual access fee for each of Grantee's members equal to the annual, on Airport, single-engine aircraft, outside tie-down fee (the "Access License Fee"), with a minimum Access License Fee not less than the annual on-airport aircraft tie-down fee as established from time to time by Grantor.

4. **Fee Schedule:** The initial Access License Fee is payable upon execution of this instrument. Subsequent annual fees to be paid during the term of this license shall be paid on or before January 1 of each year.

5. **Compliance:** Grantee must comply with all Airport rules and regulations promulgated by the Grantor, the terms and conditions of this instrument, and any requirements of existing or future Federal Aviation Administration, (the "FAA"), grant agreements, including the FAA Airport Compliance Manual, and will operate Grantee's aircraft in accordance with FAA rules and requirements and any other applicable governmental regulations. This instrument is subordinate to the Grantor's FAA grant assurances and federal obligations. Should any provision of this instrument violate the Grantor's FAA grant assurances or federal obligations, the Grantor shall have the unilateral right to amend or terminate this instrument to remain in compliance with its grant assurances and federal obligations.

6. **Security, Gates & Maintenance:** Grantee shall access the Airport at the point described in this instrument through a secured gate and taxiway improvements provided for and maintained by Grantee. Grantee shall close and secure the gate at the access point immediately after each use and not leave the immediate area until the gate is fully closed. The access point and route described in this instrument is limited to aircraft of Grantee's members, escorted visitors of a Grantee member property and renters of a single-family residential dwelling owned by a Grantee member. Grantee shall ensure that all Grantee members, visitors of a Grantee member and renters of a single-family residential structure owned by a Grantee member are fully briefed on the safety and security implications of proper Airport-Airpark gate operation.

7. **Conditions of Easement:** In addition to the terms and conditions set forth in this instrument, which terms and conditions are by reference incorporated herein, the following terms and conditions shall apply:

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- A. Property in the Airpark shall be used for residential, non-commercial purposes only.
- B. No aircraft may be moved from the Airpark to the Airport or from the Airport to the Airpark except as taxied by a licensed pilot or qualified mechanic, or towed by a person qualified to do so.
- C. The Airport is a non-towered airport. Grantee shall be and remain responsible and accountable for compliance with all local, state and federal safety operational requirements imposed on all aircraft using or utilizing the Airport.
- D. Grantee shall not permit any commercial aviation ventures or operations to be conducted on Grantee's property including, but not limited to, fuels sales, self-fueling, commercial aircraft maintenance or annual inspections (except for annual inspections of non-commercial aircraft based in the Airpark), flight instruction, flying clubs, banner-towing operations, ultra-light towing operations and rental of hanger or tie-down space except as a part of the combined rental of a single family residential structure and hanger.

**8. Termination:** The Grantor may suspend access across the easement area upon failure of Grantee to pay the Access Fees on or before January 1 of each year or upon the Grantee's failure to comply with any condition of this instrument, if the Grantee has not corrected non-compliance within ten (10) days written notice from Grantor. Access will be reinstated to Grantee upon correction of the non-compliance or payment of past due Access Fees.

**9. Assignment or Transfer:** This instrument shall not be assigned or transferred without the written consent of Grantor except in the event Grantee transfers ownership of Grantee's property with the Airpark.

**10. Rules and Regulations:** Grantee shall comply with rules and regulations concerning the Airport that Grantor may establish from time to time.

TO HAVE AND TO HOLD the above described easement unto the Grantee, Grantee's successors and assigns forever.

Grantor does covenant that it is seized of said premises in fee simple and that Grantor has the right to grant this easement for the purposes set forth herein, that Grantor will warrant and defend title to said property thus conveyed against the lawful claims of all persons whatsoever except as to those exceptions stated herein. Title to the property hereinabove described is subject to easements, restrictions, rights of way and other matters of record.

IN TESTIMONY WHEREOF, Grantor has duly executed and sealed this document and deed this the day and year first above written.



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BRADY LANDING AIRPARK PROPERTY OWNERS ASSOCIATION, INC.

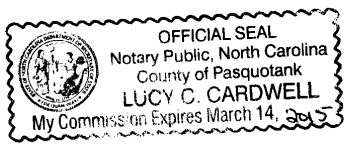
By: [Signature]  
President  
JOHN F. TIPTON

ATTEST:  
[Signature]  
Secretary  
(CORPORATE SEAL)

STATE OF North Carolina  
COUNTY/CITY OF Currituck

I, Lucy C. Cardwell a Notary Public of the County/City of Pasquotank and State aforesaid, certify that John F. Tipton + Terry L. McKinney personally came before me this day and acknowledged that he/she is President + Secretary of Brady Landing Air Park Property Owners Association, Inc., and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself (or herself) as its Secretary.

Witness my hand and notarial seal this the 3 day of November, 2014.



NOTARY PUBLIC  
Lucy C. Cardwell  
Lucy C. Cardwell  
Printed Name

(AFFIX NOTARY SEAL)

My Commission expires: 3-14-2015



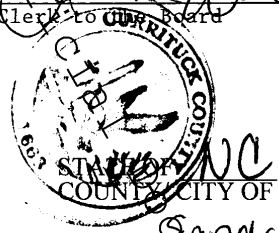
[Signature]

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ATTEST:  
Leann Walton  
Clerk to Board

COUNTY OF CURRITUCK, NORTH CAROLINA

By: [Signature]  
Name: Daniel F. Scanlon, II  
Title: County Manager

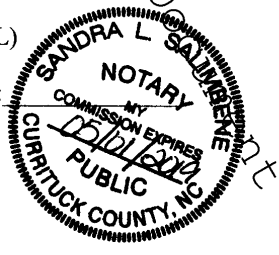


I, Sandra L. Salimbene a Notary Public of the County/City of Currituck and State aforesaid, certify that Leann Walton personally came before me this day and acknowledged that ne/she is Clerk to Board of Commissioners of the County of Currituck, North Carolina, and that by authority duly given and as the act of the county, the foregoing instrument was signed in its name by its Manager sealed with its corporate seal, and attested by himself (or herself) as its clerk.

Witness my hand and notarial seal this the 3rd day of November, 2014.

NOTARY PUBLIC  
Sandra Salimbene  
Sandra L. Salimbene  
Printed Name

(AFFIX NOTARY SEAL)  
My Commission expires:



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[Signature]