


UNOFFICIAL Document

Tax Collector Certification That No Delinquent Taxes  
Are Due. Date 11/7/19 By JJ: Certification  
Expires Jan. 6<sup>th</sup> of the year following certification date.

  
Doc No. 346896  
Recorded: 11/07/2019 09:27:48 AM  
Fee Amt: \$26.00 Page 1 of 6  
Excise Tax: \$0.00  
Currituck County North Carolina  
Denise A. Hall, Register of Deeds  
BK 1506 PG 672 - 677 (6)

TRANSFER TAX AMOUNT None-JJ  
DATE/COLLECTOR 11-7-2019

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 7<sup>th</sup> day of November, 2019 by and  
between COUNTYOF CURRITUCK, NORTH CAROLINA, a body corporate and politic  
existing pursuant to the laws of the State of North Carolina, ("Grantor"), and MARK  
LEUZINGER and wife, ROBIN L. LEUZINGER, 118 Aviator Drive, Maple, North Carolina  
27956, ("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 owner of a parcel of land identified as a 1.25 acres as shown  
and delineated on that certain plat entitled "Family Subdivision for Brady Landing Airpark, Phase  
IIB, recorded in Plat Cabinet J, Slide 15 of the Currituck County Registry; , (the "Property").

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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 for the purpose of accessing and exiting the Airport's public runways, taxiways and facilities and (b) by escorted fly-in visitors to the Grantee's Property, or renter of Grantee's Property, provided that Grantee is responsible for the conduct and actions of the fly-in visitor to Grantee's Property or renter of Grantee's Property when entering or exiting the Brady Landing 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 any prior easement or agreement that may exist between the Grantor and Grantee regarding Grantee's access to the Airport on the easement described in this instrument.

**2. Term:** The Term of this Agreement shall commence November 4, 2019 and terminate 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 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 Brady Landing Airpark Property Owners Association, Inc. 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 Grantee's aircraft, escorted visitors of Grantee and renters of a single-family residential dwelling owned by Grantee. Grantee shall ensure that Grantee's visitors and renters 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:

- A. Grantee's Property shall be used for residential, non-commercial purposes only.
- B. No aircraft may be moved from Grantee's Property to the Airport or from the Airport to Grantee's Property 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 on Grantee's Property.

8. **Termination:** The Grantor may suspend access across the easement area upon failure of Grantee to pay the Access Fee 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.

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 whosoever 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 of easement this the day and year first above written.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

UNOFFICIAL DOCUMENT

ATTEST:

Leeann Walton  
Leeann Walton, Clerk to the Board

COUNTY OF CURRITUCK, NORTH CAROLINA

By: [Signature]  
Name: Robert M. White  
Title: Chairman Board of Commissioners



STATE OF NORTH CAROLINA  
COUNTY/CITY OF

I, Sandra L. Salimbene a Notary Public of the County/City of Currituck and State aforesaid, certify that Leeann Walton personally came before me, this day and acknowledged that he/she is Clerk to the 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 Chairman, sealed with its corporate seal, and attested by himself (or herself) as its Clerk to the Board of Commissioners.

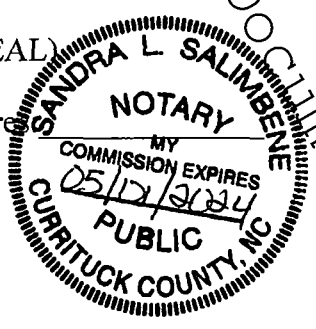
Witness my hand and notarial seal this the 5<sup>th</sup> day of November, 2019.

NOTARY PUBLIC

Sandra L. Salimbene  
Sandra L. Salimbene  
Printed Name

(AFFIX NOTARY SEAL)

My Commission expires



UNOFFICIAL DOCUMENT

UNOFFICIAL DOCUMENT

Unofficial Document

Mark L. Leuzinger  
MARK LEUZINGER

Robin L. Leuzinger  
ROBIN L. LEUZINGER

STATE OF NORTH CAROLINA  
COUNTY OF CURRITUCK

I, Samantha M. Evans, a Notary Public do hereby certify that Mark Leuzinger and wife, Robin L. Leuzinger appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official stamp or seal this 7<sup>th</sup> day of November, 2019.

NOTARY PUBLIC  
Samantha M. Evans

Samantha M. Evans  
Printed Name

(AFFIX NOTARY SEAL)

SAMANTHA M. EVANS  
Notary Public, North Carolina  
Currituck County  
My Commission Expires  
2/13/2024

My Commission expires: 2/13/2024

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