

Required Provisions in a Grant for Purchase of Development Rights

The State or political subdivision of the State as the Project Sponsor agrees that the instrument recording the purchase of airport development rights shall include required terms and conditions as follows:

1. Airport Property Map. Parcels of land obligated under the development rights agreement are described on the airport property map (Exhibit A).
2. Notice to Airmen. The owner will promptly notify airmen of any condition affecting aeronautical use of the airport property on the Exhibit A.
3. Acquisition of Development Rights. The acquisition of development rights by the Sponsor is for the right to develop and use the property depicted on the Exhibit A for a purpose other than as an airport open to the public or enhancing convenience of aviation activities. The purpose of the acquisition of development rights is to ensure that the airport will continue to be available as a public airport.
4. Hazardous Substance. The Federal Aviation Administration, State or political subdivision of the State do not assume any right to control the means by which the airport owner complies with restrictions on airport property nor an assumption of liability for discharge of a hazardous substance.
5. Public-Use Airport in Perpetuity. The airport owner, for good and valuable consideration, shall grant the Sponsor an easement or covenant that the airport shall remain open to the public for use as an airport in perpetuity. Such easement or covenant shall be in effect in perpetuity unless modified or released with the approval of the FAA under item 6 herein.
6. Modification or Release of Purchased Rights and Covenant. The Sponsor shall obtain approval of the FAA before a modification of the airport development rights that it purchased. The Sponsor shall obtain approval of the FAA before transfer or disposal of the airport development rights that were purchased only if the FAA finds that it is in the public interest.
7. Recordation. The Sponsor shall record the instrument evidencing the purchase of development rights and the granting of the easement or covenant that the airport shall remain open to the public for use as an

airport in perpetuity, in the local registry of deeds and land transfers in compliance with local law.

8. Final Payment. The full amount of the Federal grant to the Sponsor for the purchase of the development rights shall not be transferred to the Sponsor until the instrument recording the purchase of development rights and easement has been recorded in accordance with item 7 herein.
9. Sponsor's Obligation for Airport Operation. The Sponsor may be obligated to operate and maintain the airport if it is closed during other than periods of temporary climatic conditions that interfere with safe operation and maintenance. The airport owner and Sponsor agree that in the event the owner discontinues safe airport operation and maintenance, the Sponsor, in consultation with the FAA, may be required to assume that obligation.
10. Owner's Obligation for Airport Operation in Perpetuity. The airport owner or its successor is obligated to own the airport and operate it as an airport except for periods of temporary climatic conditions that interfere with safe operation and maintenance. In the event the airport owner discontinues safe airport operation and maintenance, the owner shall notify the FAA within 24 hours.
11. Enforcement of Development Rights by FAA. The instrument recording the purchase of development rights shall grant the FAA third party beneficiary rights to enforce the easement or covenant that the airport shall remain a public-use airport in perpetuity and the Sponsor's obligation for airport operation.