

## Steele Creek Road RFP Exhibit F

### City of Charlotte Airport Property Sale Deed Restrictions

These covenants must run with the described land conveyed (the "Property"), for the benefit of the Grantor and its successors and assigns in the ownership and operation of Charlotte Douglas International Airport (the "Airport").

- 1. Avigation Easement.** The Grantor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing at, taking off from, or operating from Airport. Grantor reserves unto itself, its successors and assigns, for the use and benefit of the public, perpetual right and easement for the flight of aircraft over or in the vicinity of the Property in landing at taking-off from, waiting to land or take-off from or circling at the in both its present and all future configurations, which said right shall be unlimited except as an uncompensated burden and tenement may in the future be determined by reason of the Property's being depicted on a future Forecast Noise Exposure Map ("NEM") approved by the Federal Aviation Administration ("FAA") pursuant to 14 Code of Federal Regulations, Part 150 (or should there not be a Forecast NEM applicable to the Airport at any point in the future, then as depicted by a map prepared in accordance with the provisions and requirements of Appendix A of said Part 150 in effect on the date hereof) within a Ldn contour more than three (3) decibels greater than shown on the Forecast NEM effective on May 18,1990, in which case the sole remedy of Grantee, his heirs, successors or assigns shall be additional compensation determined as by law provided; provided, however, the foregoing provisions shall not constitute an admission by Grantor either of the liability or whether additional compensation is due, or abrogate any right or eligibility of Grantee, if any, to participate in programs available to property owners generally in the vicinity of the Airport.

The Easement herein reserved shall be appurtenant to and run with the real property now owned or hereafter acquired and used for Airport purposes by Grantor or its successors in right, title and interest. The Easement herein reserved over and in the vicinity of the Property and the burden thereof, together with all incidents and effects of or resulting from the use and enjoyment of said Easement, such as, noise, vibrations, fumes, deposits of dust and any and all effects normally attendant upon the flights of aircraft over and in the vicinity of the Property in landing at, taking-off from, waiting to land or take-off from, or circling any runway now or hereafter in use at the Airport and the restrictions on land use hereinbefore described, shall constitute permanent burdens and tenements on the Property, which burdens and servient tenements shall be binding upon and enforceable against the Grantee, his heirs, successors, assigns and successors in title.

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**3. Height Restrictions.** The Property shall abide by, and be bound by, all lawful zoning restrictions relating to uses permitted in landing field districts and to height of buildings or other structures or obstructions, as the same may have been or shall in the future be adopted by any governmental authority, including Grantor, having jurisdiction over the Property.

The Grantee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth, and other obstructions on the property to a height which does not exceed the height requirements set forth in Part 77 of the FAA Regulations, as amended, or any similar regulations which may hereinafter be enacted relating to the Airport. The Grantee expressly agrees for itself, its successors and assigns, to file a notice consistent with requirements of FAR Part 77 (FAA Form 7460-1) prior to constructing any facility, structure, or other item on the Property. The computed height restriction for the Property is shown in Exhibit D of this RFP.

Grantor further reserves a right, for the use and benefit of the public, of ingress and egress to and from the Property for the purpose of exercising all acts permitted or required by any such lawful restrictions and to cut, remove, or lower any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of Federal Aviation Regulation (FAR) Part 77 surfaces relating to the Airport at the expense of Grantee. This public right includes the right to mark or light as obstructions to air navigation, any and all buildings, structures, poles, trees, or other object that may at any time project or extend above said surfaces.

Grantee expressly agrees for itself, its successors and assigns, to file a notice consistent with requirements of FAR Part 77 (currently FAA Form 7460-1) or any successive governmental regulation prior to constructing any facility, structure, or other item on the Property.

- 3. Compatible Use.** Grantee expressly agrees for itself, its successors and assigns that the Property shall only be used solely for nonresidential purposes and only for purposes compatible with the noise levels of airport operations. In addition, the Property may not be used for educational facilities (as described in state law), hospitals, day care center, places of worship or public assembly; or other noise sensitive land use not compatible with airport noise as described in 14 Code of Federal Regulations Part 150, as amended, or in successor government regulations.
- 4. Non-Interference.** Grantee expressly agrees for itself, its successors and assigns, to prevent any use of the Property that would interfere with or adversely affect the operation of navigational aids as now in existence or as hereafter may be in existence (including, without limitation, runway instrumentation, lighting, radar, and communication aids), that would interfere with the maintenance of the Airport, or that would constitute a hazard to the landing and taking off of aircraft at the Airport. Grantee expressly agrees for itself, its successors and assigns, to prevent the use of the Property in such a manner as would create a potential for attracting birds and other wildlife which may pose a hazard to aircraft.