

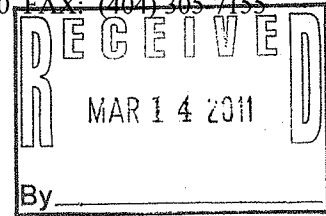


U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Atlanta Airports District Office  
Campus Building  
1701 Columbia Ave., Suite 2-260  
College Park, GA 30337-2747  
(404) 305-7150 FAX: (404) 305-7155

March 11, 2011

Mr. David Gantt, Chairman  
Buncombe County Board of Commissioners  
60 Court Plaza  
Asheville, North Carolina 28801



Dear Mr. Gantt:

Enclosed are six original grant offers issued in response to your project application dated February 18, 2011, for Airport Improvement Program Project No. 3-37-0005-039-2011, at the Asheville Regional Airport, Asheville, North Carolina. This grant offer is in the amount of \$514,139, authorized under "The Airport and Airway Extension Act of 2010, Part IV", and appropriated under the terms of "The Continuing Appropriations and Surface Transportation Extensions Act, 2011".

If the terms of the grant offer are satisfactory, you should accept the grant offer **on or before March 17, 2011**, and have your attorney certify that the acceptance complies with local and state laws and constitutes a legal and binding obligation on the part of the airport sponsor.

"Terms and Conditions of Accepting Airport Improvement Program Grants" is enclosed. This master agreement is incorporated into the grant agreement by reference and will become binding upon your execution of the grant. Please retain the master agreement for your records.

Three original executed grant agreements should be returned to this office as soon as possible. **Also, please fax or email ([Keke.Rice@faa.gov](mailto:Keke.Rice@faa.gov)) a copy of the executed grant to ensure timely processing.** Our fax number is 404-305-7155.

Sincerely,

Philip R. Cannon  
Acting Manager

Enclosures

Identical letter sent to:  
The Honorable Terry Bellamy,  
Mayor of Asheville



U. S. Department  
of Transportation  
Federal Aviation  
Administration

## GRANT AGREEMENT

**Date of Offer:** March 11, 2011

**Project Number:** 3-37-0005-039-2011

**Recipient:** City of Asheville and Buncombe County (Herein called Sponsors)  
**Airport:** Asheville Regional Airport

### OFFER

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share, ninety-five percent of the allowable costs incurred in accomplishing the project consisting of the following:


"A" Gates- Terminal Improvements and Renovations Project- Alternate 2- Expansion of Holding Area- Payment 2;

"A" Gates- Terminal Improvements and Renovations Project- Alternate 3- Expansion of Concessions Area (apron side)- Payment 2;

as more particularly described in the Project Application dated February 18, 2011.

The maximum obligation of the United States payable under this Offer shall be \$514,139 for airport development. This offer is made in accordance with and for the purpose of carrying out the applicable provisions of the Federal Aviation Act of 1958, as amended, codified at Title 49 of the United States Code. Acceptance and execution of this offer shall comprise a Grant Agreement, as provided by Title 49 of the United States Code, constituting the contractual obligations and rights of the United States and the Sponsor.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

  
Acting Manager Airports District Office

**ACCEPTANCE**

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein and in the document "Terms and Conditions of Accepting Airport Improvement Program Grants" dated December 15, 2009.

Executed this 22 day of March, 2011.  
(Seal)

Magdalen Brulson  
Attest

City Clerk  
Title

**City of Asheville**

Name of Sponsor

[Signature]  
Signature of Sponsor's Designated Official Representative

Mayor  
Title

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Robert W. Oust Jr, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of North Carolina. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the applicable provisions of the Federal Aviation Act of 1958, as amended, codified at Title 49 of the United States Code. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

[Signature]  
Signature of Sponsor's Attorney

3-22-11  
Date (Date must be on or later than execution date above)

**ACCEPTANCE**

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein and in the document "Terms and Conditions of Accepting Airport Improvement Program Grants" dated December 15, 2009.

Executed this 15<sup>th</sup> day of March, 2011.  
(Seal)

Kathy Hyl  
Attest  
Clerk

Title

**Buncombe County**

Name of Sponsor

Wanda Greene  
Signature of Sponsor's Designated Official Representative

County Manager  
Title

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of North Carolina. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the applicable provisions of the Federal Aviation Act of 1958, as amended, codified at Title 49 of the United States Code. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

[Signature]  
Signature of Sponsor's Attorney

3/15/2011  
Date (Date must be on or later than execution date above)