



U. S. Department  
of Transportation  
Federal Aviation  
Administration

## GRANT AGREEMENT

Date of Offer: August 22, 2011  
Project Number: 3-37-0005-040-2011  
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:

Conduct Airport Master Plan Study;  
Construct Aircraft Rescue and Fire Fighting Building (Design);  
Acquire Aircraft Rescue and Fire Fighting Vehicle;

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

The maximum obligation of the United States payable under this Offer shall be \$1,669,030 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

  
\_\_\_\_\_  
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 March 22, 2011.

Executed this 23 day of August, 2011.  
(Seal)

Attest

Title

City of Asheville

Name of Sponsor

Signature of Sponsor's Designated Official Representative

Title

### CERTIFICATE OF SPONSOR'S ATTORNEY

I, Robert W. East 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 of Sponsor's Attorney

Date Aug 23, 2011  
(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 March 22, 2011.

Executed this 24th day of August, 2011.  
(Seal)

Attest

Title

Buncombe County

Name of Sponsor

Signature of Sponsor's Designated Official Representative

Title

### CERTIFICATE OF SPONSOR'S ATTORNEY

I, Michael C. Frue, 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 of Sponsor's Attorney

Date August 25, 2011  
(Date must be on or later than execution date above)